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Block 7

Rack No.

Shelf No.

Serial No. 61

General No.

Vol 61

1824 to 1831

2052

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My Servant who also left him a Note of the Name, Title and Place of Abode of the said Depon-
ent and afterwards on the same Day being Sworn and Examined Deposeth as follows to
wit

1st to ——— To the first Interrogatory this Deponent saith that he doth know the Original
Complainant & Cross Defendant David M.c Vaughan this Cause, but slightly
& that he doth know the Original Defendant and Cross Complainant Hagerty
first Interrogatory

2d to ——— To the second Interrogatory this Deponent hath looked at the paper Writing now
Produced & shewn to him at the time of his examination purporting to be a
bill of particulars with the Name of the said Hamer Popham at the foot thereof &
Says that he is acquainted with the hand writing of the said Hamer Popham
And further saith that he doth believe the Name of the said Hamer Popham to
be of the own proper hand Writing. This Deponent saith that he doth not
know whether all the Articles specified in the said Bill were ever charged by
the Orig.l Compl.t & Cross Defendant & but has reason to believe that two or three
hundred Pages or thereabouts was made in the Articles of Porter. This Defendant
Saith that he is in possession of a power of Attorney from the said Hamer Popham
And further saith that the said Hamer Popham did go into the Interior
from this Country in or about this Deponent knows the amount of the said
Bill. This Deponent saith that he never did receive from the said Original
Complainant & Cross Defendant or by any other person for him or on account of the
Whole Sum & further saith that he this Depont. did say that he should be
satisfied with that part thereof. This Deponent saith that his reason for being satisfied
With part of the bill was on account of his suspecting that there was an over
charge in the Articles of Porter, & an Account of the Orig.l Compl.t & Cross Defend.t
saying that he had given bills on England to M.r Hamer Popham and Amount
of M.r Hamer Popham Answers he saith and to this or to the last Interrogatory

Jno.l Mifford

Joseph Shane
Exa.r

Mayor's Court at Madrassapatnam } Between David MacNaghten the Original Complainant and Cross Defendant and Pagaray Modelly is the Original Defendant and Cross Complainant Et Contra

On the Part of the Original Complt. & Cross Defendt

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

Muniaroo Modelly Dubash of Madras Aged Thirty eight Years or thereabouts being Produced as a Witness in this Cause on the Part of the Origl. Compt. & Cross Defendant was on the Seventeenth Day of January One Thousand Seven hundred and Ninety One Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Origl. Complainant & Cross Defendant David MacNaghten this Cause, and that he hath known him about three Years and that he doth know the Origl. Defendant & Cross Complainant Pagaray Modelly in this Cause, and that he hath known him about Seven or eight Years And more he saith that to this first Interrogatory

3d ..... To the third Interrogatory this Deponent hath looked at the paper Writing now produced and shewn to him at this the time of his examination purporting to be a Bill of Particulars with the Name of Hanna Peytham placed thereto And says that he doth not know whether the Goods in the said Bill contained were purchased by the Origl. Complainant and Cross Defendt in the Title of these Interrogatories Named And further saith that he was not head Dubash of the said Hanna Peytham during his residence at this place This Deponent saith that he was Dubash to Mr. John Mitford and further saith that the said Mr. John Mitford was at that time Attorney to the said Hanna Peytham This Deponent saith that he doth not know if the said Mr. John Mitford doth Not continue to act in that Capacity And further saith that he doth not know whether the said Hanna Peytham did or not About the time of his departure from this place or at any other time say if the Original Compt. and Cross Defendant did not discharge the Amount of the said Bill that then the said Original Complainant and Cross Defendant must be Prosecuted with the greatest rigour of Law for the recovery of it And more he said Witness saith not to this or to the last Interrogatory

Muniaroo

Before me Joseph Shaw Esqr

Additional Interrogatories

To be Administered to such Witnesses as shall be Produced Sworn and Examined in a certain Cause and Cross Cause Now depending and at Issue in the Honble the Mayor's Court at Madrassapatnam wherein David MacNaghten the Original Complainant & Cross Defendant and Pagaray Modelly in the Origl. Defendant and Cross Complainant Et Contra

On the Part and behalf of the Original Complainant and Cross Defendant

To all the Witnesses } Interrogatory 1st Do you know the parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in this Title of these Interrogatories Named or any and which of them and how long have you known them or any and which of them Respecting Declare the

the Truth and Your Knowledge thereof

Venkatachellam Pillai

1st Interrogatory Do You or Do You not, remember or Know that in the Month of May in the Year One Thousand Seven hundred and Eighty eight or at any other and what time a Cause was depending in the Service of Home Popham Commander and Supercargo of the Imperial Ship Made Van Vrouw of Vera New Year or were You not directed by Mr. Frank Day Clerk of the said Home Popham so or About the aforementioned Period or at any other and what time to deliver to the Original Defendant and Cross Complainant in the Title of these Interrogatories Named or to his Brother Narrain Modelly or to either and which of them a quantity of Aleor Porter Vera Cruz Do You Remember what Quantity was so delivered And Whither the same was an Account of David Mac Veagh the Original Complainant and Cross Defendant as Home Popham taken and Rendered of the Delivery of such Aleor Porter by the Did You Examine the same Writing and Know and do Such Writing or Any Account to be Your Possession or the Possession of any other person and by Order for the same to the best of Your Knowledge Remembrance and Belief and the Truth Declare

Lastly 2d Interrogatory Do You Know or Do You not Know of any other Matter or Thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Original Complainant and Cross Defendant besides what You have been before Interrogated If Yea Declare the same fully and at large as if You had been thereunto particularly Interrogated

G Chalmers
Solr for Original Compt
and
Cross Defendant

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a certain Cause and Cross Cause now depending and at Issue in the Hon.ble the Mayors Court at Madras wherein David Mc Veagh is the Original Complainant and Cross Defendant and Seagrave Modelly the Original Defendant and Cross Complainant

On the part and behalf of the Original Defendant and Cross Complainant

a

1st Interrogatory Do You or Do You not know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the Title of these Interrogatories Named Yea Knowing

1st To the Witness Cauallapa Venkatachellam Aung Moorton Pitches Mudeo

above Cause and in the Pleadings thereof mentioned and have You known them or either and which of them Declare

2d Interrogatory Did You or Did You not Accompany the Original Defendant and Cross Complainant in the Title of these Interrogatories Named, sometime in the Year of Christ One Thousand Seven hundred and Eighty Eight to the Shop or Store of Captain Home Popham to purchase some Hogsheads of Porter and Aleor Yea. to whom did the Original Defendant so Apply for the purchase thereof was it for was it not to Mana Modelly the Dubash of the said Captain Home Popham or to some one and what other person or persons Yea purchased by the Original Defendant or for the by whom the same was delivered to them

1 3d Interrogatory Were You or were You not Dubash to Captain Home Popham during his residence at Madras or at Teona and what other time did You or did You not accompany the Original Defendant to the said Captain Home Popham a certain Quantity of Liquor Look at the paper writing Marked A now exhibited and shewn to You at the time of Your Examination and say Whether

1st To Manuco Modelly

Whether it does or does not contain Particulars thereof, whether the Signature thereunto Annexed is not the proper hand writing of the said Captain Hume Popham, and whether You have or have not paid the, or otherwise Accounted With the said Captain Hume Popham for the Amount thereof Declare.

4th Interrogatory To Manaroo Modelly } Did or did not the Original Defendant and Cross Complainant Apply to You sometime in the Year of Christ One Thousand Seven hundred and Eighty Eight for the purchase of some Hogs Heads of Porter and if So from the Store of Captain Hume Popham? If Yea, how many Hogs Heads did he so purchase from You, and what the Amount he paid You for the Same, look at the Exhibit Marked A and B Now shewn to You at this the time of Your Examination and set forth whether or not whether that One Marked A is or is not the Bill You received from Captain Hume Popham for the Amount or Sales of such Porter and whether the One Marked B hereto is not the Bill for the same articles You Charged the original Defendant with or how otherwise Accounted.

5th Interrogatory To William Oliver Saint George Merchant, and if so is or is not the said Johns Mitford Attorney or agent of Captain Hume Popham, Were You or were You not present at some and what time in the Year One Thousand Seven Hundred and Eighty Eight when Captain Hume Popham signed and delivered to Manaroo Modelly a Bill of Particulars relating to the purchase of Some and what Liquor Look at the paper Writing Marked A. Now Produced and shewn to You at this the time of Your Examination is it or is it not the same which the said Hume Popham signed and delivered to the said Manaroo Modelly or how otherwise, and if so is or is not Credit for the Amount thereof given to the said Hume Popham in his Account with the said Johns Mitford.

6th Interrogatory To John Mitford } Did You or Did You not come and shew long ago hell some hand what Communication with one Frank Day formerly a Clerk to Captain Hume Popham on the Subject of some Porter purchased by the Original Defendant and Cross Complainant? If Yea, Set forth the same as far as You know Look at the Exhibit Marked B. Now Produced and shewn to You at this the time of Your Examination and say whether it does or does not contain the particular Items of the said Porter so Purchased by the said Original Defendant or how otherwise, and also set forth the particulars of the Transaction with which the Said Account has connection and Relation as far as You know have heard and do believe together with the Reasons of such Your belief.

7th Interrogatory To Ditto Ditto } Look at the Paper writing now produced and shewn to You at this the time of Your Examination Marked C. was or was not the same Signed With Your by Captain Hume Popham? If Yea, how came it into the Custody of the Original Complainant as You Know have heard and do believe, with the Reasons for such Your belief; did the Original Complainant ever pay the Amount or any and what part of the Amount thereof declared.

8th Interrogatory To James Modelly and Jonathan Obanyah Modelly } Were You or were You not Present at some and what time when the Original Defendant and Cross Complainant demanded pay- ment of the Notes of Hand of the Original Complainant and Cross Defendant, and what was the Answer given by the Cross Defendant, how long was such demand made Previous to the Commencement of the present suit declared.

Last Interrogatory To all the Witnesses } Do You or do You not know of any other Matters or things, or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Original Defendant and Cross Complainant or the Hurt of those Interrogatories Named? If Yea, declare the same as You know have heard or do believe together with such Your Reasons for Your belief as fully

fully and Effectually as if You had been thereunto Particularly Interrogated and the whole truth Declared.

J. Stuart Hall
Att.y for Original Compl.t & Cross Defend.t

Thegaroyah Moodeliar ..... Dr

				P.	f.	G.
1788						
May	31	To 8 Hogsheads Porter		64	"	"
		To 2 Butts Do		48	"	"
		To 1 Hogshead Ale		8	"	"
June	3	To 1 Do Porter		8	"	"
	9	To 1 Do Do		56	"	"
	11	To 1 Do Do		16	"	"
		To 1 Butt Do				
			Pag.d	200	"	"

Fort St George
20th August 1788

Errors Excepted Rec.d the Contents in full.

Thegaroyah

This Exhibit Marked **B.** Was shewn to Manaron Moodly and John Mitford at the respective times of their Examinations before me on the Part of the Original Defendant and Cross Complainant in a certain Cause now Depending in the Hon.ble the Mayor's Court at Madraspatnam wherein the said David Mac Veighs is Original Complainant and Tegaroy Moodlys Original Defendant was on the 16th and 23d Day of Decem.r Anno Dominj 1790

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam

Between David Mc Veaghs the Elder Years Complainant and Cross Defendant and Tegaroy Moodelly the Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

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

Caullapa Collector of Bills of Madras Aged Thirty two Years or thereabouts being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the Twenty Sixth Day of November One thousand Seven hundred and Ninety Sworn & Examined at the Office of Mr George Chalmers his Attorney for the Original Complainant and Cross Defendant by the Interpretation of Tegaroy his Servant who also Interpreted to the said Deponent and afterwards set down the same Name Title and Place of Abode of the said Deponent and Deposeth as follows viz.

Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith That he doth know the Original Complainant and Cross Defendant David Mc Veaghs in this Cause, and that he hath to his Knowledge been about four or Six Years and that he doth know the Original Defendant and Cross Complainant Tegaroy Moodelly in this Cause, and that he hath to his Knowledge been about ten Years And more he saith Not to this first Interrogatory.

2d To the Second Interrogatory this Deponent saith That he did Accompany the Original Defendant and Cross Complainant in the Title of this Interrogatory Named, some time in the Year of Christ One thousand Seven hundred and Eighty eight, to the Shop or Store of Capt.n Hume Paybam to purchase some Hogsheads of Porter and Ale And further saith, that the Orig.l Defendant and Cross Complainant did not Apply for the Purchase thereof to Manaron Moodelly the

Dubash

Dubash of the said Capt.n Hamer Popham. This Deponent saith, that the aforementioned Articles were purchased by the Orig.l Defendant and Cross Complainant And delivered by the said Manaroo Moodelly to the said Original Defendant and Cross Complainant And more he saith not to this or to the Last Interrogatory.

Joseph Shawe
Ex.r

Mayor.t Court at Madraspatanam } Between David Mc Craghie the Orig.l Complainant and Cross Defendant, and Teagroy Moodelly the Original Defendant and Cross Complainant.

On the Part of the Original Defendant & Cross Complainant.

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

Mencatachellum Cancoply of Madras Aged twenty seven Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the twenty Sixth Day of Novem.r One Thousand Seven hundred and Ninety Signified at the Office of Mr George Chalmer Mayors Attorney for the Original Complainant and Cross Defendant by Canavah Boy Servant who also left Sum a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follow.th viz.t

1st ------ To the first Interrogatory This Deponent saith, that he doth know

2d ------ To the Second Interrogatory This Deponent saith, that he did Accompany the Original Defendant and Cross Complainant in the Fifth of March Interroga. tories Named one thousand Seven hundred and Eighty eight, to the Shop or Store of Capt.n Hamer Popham to purchase some Hogsheads of Porter and Ale and further saith, that the Original Defendant did so apply for the Purchase thereof to Manaroo Moodelly the Dubash of the said Capt.n Hamer Popham. This Deponent saith, that the above mentioned Articles were Purchased by the Original Defendant and Cross Complaint and Delivered to the said Original Defendant and Cross Complainant, by the said Manaroo Moodelly And more he saith not to this or to the Last Interrogatory.

Joseph Shawe
Ex.r

Mayor.t Court at Madraspatanam } Between David Mc Craghie the Original Complainant and Cross Defendant, and Teagroy Moodelly the Original Defendant and Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

Avery

Mayor's Court at Madraspatanam

Between David McVaghin the Original Complainant and Cross Defendant and Jagroy Mordelly the Original Defendant and Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

Pachiy Mootoo Canicoply of Madras Aged Twenty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the Twenty Sixth Day of November One Thousand Seven Hundred and Ninety Signified at the Office of Mr George Chalmer who is Attorney for the Original Complainant and Cross Defendant by Caravahemy Servant to the also left Limsa Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant David McVaghin this Cause and that he hath so known him about two or three Years and that he doth know the Original Defendant and Cross Complainant Jagroy Mordelly in this Cause and that he hath so known him about Twenty Years And More he saith not to this first Interrogatory.

2d To the second Interrogatory this Deponent saith that he did Accompany the Original Defendant and Cross Complainant in the Title of these Interrogatories Named sometime in the Year of Christ One Thousand Seven Hundred and eighty eight to the Shop or Store of Capt.n Henry Popham to Purchase some Hogsheads of Porter and Ale And further saith that the Original Defendant did apply for the Purchase thereof to Manaroo Mordelly

9 Mordelly

Mordelly the Dubash of the said Capt.n Hamer Popham. This Deponent Saith, that the aforementioned Hogsheads of Porter and Ale purchased by the Original Defendant and Cross Complainant were delivered to him, by Capt.n Hamer Popham, at the request of the said Manaroo Mordelly at the rate of Eight Pag.s P.r Hogshead amounting together to the Sum of Two hundred Pags— for which Sum a bill was Sent by the said Manaroo Mordelly to the said Original Defendant and Cross Compl.t Which bill was Accordingly Paid— And more he saith not to this or to the Last Interrogatory—

Joseph Shawe
Ex.r

Mayor's Court at Madras } Between David Mc Veaghlin the Original
Complainant and Cross Defendant and Peagrey Mordelly the Original Defendant and Cross Complainant—

On the Part of the Original Defendant and Cross Complainant—

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

Manaroo Mordelly Dubash of Madras Aged thirty eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the Eighteenth Day of December One thousand Seven hundred and Ninety Sworn at the Office of Mr George Chalmer who is Attorney for the Original Complainant and Cross Defendant by Canavahiny Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows viz.—

1st To the first Interrogatory this Deponent saith, that he Well knows the Original Complainant and Cross Defendant David Mc Veaghlin this Cause, and that he hath so Known him about three Years and that he well knows the Original Defendant and Cross Complainant Peagrey Mordelly in this Cause, and that he hath so known him about Seventeen Eight Years— And more he saith not to this first Interrogatory—

3d To the third Interrogatory this Deponent saith, that he did not Act in the Capacity of Dubash to Capt.n Hamer Popham, but merely as a Friend during his residence at Madras— And further saith that he, this Depo- nent did purchase from the said Capt.n Hamer Popham a certain Quan- tity of Liquors— This Deponent Hath looked at the paper Writing Marked A. Now exhibited and shewn to him at this the time of this examination, and says, that it does contain the particulars Items of and that the Signature thereto is the proper hand writing of the said Capt.n Hamer Popham, this Deponent saith, that he hath Accounted with the said Capt.n Hamer Popham for the Amount thereof— And more he saith not to this third Interrogatory—

4th To the fourth Interrogatory this Deponent saith, that the Original Defendant and Cross Complainant did apply to him several times in the Year of Christ One thousand Seven hundred and eighty eight for the Purchase of Some Hogsheads of Porter and Ale, from the Store of Capt.n Hamer Popham— And further saith, that the said Orig.l Defendant and Cross Compl.t did purchase from him, this Deponent Twenty five Hogsheads of Porter paying for the Same the Sum of Two hundred Pag.s This Deponent Hath looked at the Exhibit Marked A. & B. Now Shewn to him at this the time of this examination, and says, that the One Marked A is the Bill by this Deponent received from Capt.n Hamer Popham for the Amount Sales of such Porter, and that the

the One Marked **B** is the Bill for the same Articles by this Deponent Charged the Original Defendant and Cross Complainant with And More he saith not to this fourth Interrogatory

To the last Interrogatory this Deponent saith that twenty five Casks of Porter belonging to Capt.n Home Popham were Sold to this Deponent by the said Capt.n Home Popham and this Deponent did afterwards sell the said twenty five Casks of Porter to the Original Defendant and Cross Complainant who paid the Value thereof Amounting to the Sum of Two hundred Pag.s to this Deponent which Sum this Deponent Passed in his Account with the said Capt.n Home Popham This Deponent further Saith that Mr. Day Clerk to Capt.n Home Popham and Mr. McVeigh combined together to Defraud the Original Defendant and Cross Complainant by inserting in Mr. McVeigh's bill the Twenty five Casks of Porter purchased by the Original Defendant, which circumstance came to the Knowledge of this Deponent by a Letter he received from Madras when he this Deponent and Capt.n Home Popham were at Pondicherry, which Letter this Deponent gave to Capt.n Home Popham he perceiving this thereupon was extremely offended and immediately wrote a letter to the said Mr. Day, ordering him in very severe and pointed terms to rectify the mistake, Accompanied with the threats of having him, the said Mr. Day turned out of the Settlement of Fort St. George which letter was given to the Charge of this Deponent, Who on his Arrival at Madras delivered it into the hands of the said Mr. Day And more he saith not to this Last Interrogatory

Joseph Shawe Esq.r

Sworn at

Major.s Court at Madraspatanam } Between David McVeigh the Original Complainant and Cross Defendant and Seagrey Mordelly the Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

Depositions

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

Mr. William Oliver Writer of Madras Aged Thirty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the Twenty second Day of January One Thousand Seven hundred and Ninety One Sworn and Examined at the Office of Mr. George Chalmer who is Attorney for the Original Defendant and Cross Complainant by Canawah my Servant who also left him a Note of his Name Title and Place of Abode as follow viz.t and Interpreted the Oath to the said Deponent and after wards on the same Day being Sworn and Examined Deponeth as follow viz.t

To the first Interrogatory this Deponent saith that he does not know the Original Complainant and Cross Defendant David McVeigh and this Cause but that he does know the Original Defendant and Cross Complainant Seagrey Mordelly in this Cause and that he hath to his Knowledge been in the Settlement of Fort St. George about two or three Years And more he saith not to this first Interrogatory

To the fifth Interrogatory this Deponent saith that he is a Writer to Mr. John Mitford of Fort St. George Merchant And further saith that the said Mr. John Mitford is Attorney to, or Agent to Capt.n Home Popham this Deponent saith that he was present sometime in the Year One Thousand Seven hundred and eighty eight, when Capt.n Home Popham signed and delivered to Manaroo Moodelly a Bill of Particulars relating to the Purchase of some Liquors and

Sage

Says, that he hath looked at the Paper Writing Marked A. Now Produced and Shewn to him at this the time of this examination and further says, that it is the same which the said Henry Peyham sent Signed and Delivered to the said Manaroo Modelly. This Deponent saith, that Credit for the Amount thereof as given to the said Henry Peyham in his Account with the said John Mitford And more he saith not to this fifth Interrogatory.

To the sixth Interrogatory this Deponent saith, that the Bill of Particulars of Mr. McVeigh's Amounting to One Thousand One hundred and Eighty Seven Pags together with Several other bills were Signed by Capt.n Henry Peyham the day of his departure from Madras And further saith, that the said Bill of Mr. McVeights was delivered in charged by Capt.n Henry Peyham to his Attorney Mr. John Mitford. This Depo- nent saith, that a few days after Mr. Day came into Mr. Mitford's and saith, that a few days after Mr. Day came into Mr. Mitford's Office, at which time this Deponent, that the Porter in the said Mr. Day who observed to this Deponent, that the Porter in question, was included in Mr. McVeights bill upon which this Deponent wrote a Letter to Manaroo Modelliar at that time at Pondicherry with the said Capt.n Henry Peyham informed him of what had passed between him this Deponent, and the said Mr. Day on the Subject of Mr. McVeights bill And further saith, that on the Return of the said Manaroo Modelliar to Madras, he the said Manaroo Modelliar brought with him a Letter from the said Capt.n Henry Peyham unsealed Addressed to Mr. Day in which the said Capt.n Henry Peyham expressed himself highly dissatisfied with the Conduct of the said Mr. Day And more he saith not to this Last Interrogatory

Joseph Shawe Ex.r

Willm Oliver

Mayor's Court at Madraspatnam } Between David McVeagh the Original Complainant and Cross Defendant and Thagroy Modelly the Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant

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

Mr. John Mitford an Alderman of the Hon.ble the Mayor's Court at Madraspatnam Aged Thirty five Years or thereabouts being Produced as a Witness in this Cause and the Part of the Original Defendant and Cross Complainant was on the twenty third day of December One Thousand Seven hundred and Ninety Sworn at the Office of Mr. George Chalmer who is Attorney for the Original Complainant and Cross Defendant by Caswah my Servant who also Sworn all Parts of the Answer to the Bill and Cross Bill of the said Defendant and afterwards on the same day being Sworn & Examined Deposeth as follows viz.th

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant David McVeagh in this Cause but Slightly and that he doth know the Original Defendant and Cross Complainant Thagroy Modelly in this Cause also but Slightly And more he saith not to this first Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith, that he doth not recollect having held any conversation with one Francis Day Clerk to the Capt.n Henry Peyham on the Subject of some Porter Purchased by the Original Defendant and Cross Complainant And further saith, that he hath looked at the Exhibit Marked B Now Produced and shewn to him at this the time of his examination and says that he doth not Know whether it contains the Particular Items of the said Porter so Purchased

Purchased by the Original Defendant And more he saith not to this 6th Interrogatory.

7th To the 7th Interrogatory this Deponent saith he hath look'd at the Paper Writing Now Produced and shewn to him at this the time of his examination Marked C and says, that the same was deposited with him by Capt.n Hamet Popham And further saith that this Deponent conceives it must have been in the Custody of the Original Complainant and Cross Defend.t through the means of Mr. Frank Day, with whom this Deponent to the best of his recollection had lodged it, in order to assist him this Deponent, in recovering the Amount due thereon. This Deponent saith, that the Original Compl.t and Cross Defendant never did pay the Amount And More he saith not to this 7th Interrogatory.

To the last Interrogatory this Deponent saith, that the Original Complainant and Cross Defendant, some short time after the departure of the aforementioned Home Popham, came to him, this Deponent & Hum in the Fort, in company with Mr. Day the person mentioned in the 6th Interrogatory; in Order to settle this Account for things Purchased of the said Home Popham as Specified in the Exhibit C. that at that time this Deponent, did consent to give the Original Complainant and Cross Defendant credit, in part of the said Exhibit C. for the Sum of Two hundred Pags on Account of Porter; also the Amount of Two bills on England, which the Original Complainant and Cross Defendant said had been given to Mr. Stephen Popham on Account of Home Popham This Deponent further saith, that the Original Complainant and Cross Defendant was permitted to go from this Deponents House upon a Promise of Settling all Accounts, on Account of the said Exhibit, in the Month of June or July following, which did never in the Year of Christ One thousand Seven hundred and eighty eight; but this Deponent saith

that he never since knew or heard of the said Original Complainant and Cross Defendant And more he saith not to this last Interrogatory.

Joseph Shave

Sworn at Madras

Jno. Mitford

Mayor's Court at Madraspatnam

Between David McVeagh Esqr the Original Complainant and Cross Defendant and Thomas Hagroy Woodally the Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant.

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court at Madras

Soobanah Cuniapply of Madras Aged thirty One Years or thereabouts being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the twenty Ninth Day of November One thousand Seven hundred and Ninety Sworn at the Office of Mr. Geo: Chambers who is Attorney for the Original Complt and Cross Defendant by Casavaloo my Servant who also left him a Note of the Name title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant David McVeagh in this Cause, and that he hath so known him about four or five Years And that he doth know the Original Defendant and Cross Complainant Thomas Hagroy Woodally in this Cause, and that he hath so known him about five or Six Year And more he saith not to this first Interrogatory.

8th To the eighth Interrogatory this Deponent saith, that he was present some time in the Year of Christ One thou.d and Seven hund.d and eighty

Time when the Original Defendant and Cross Complainant did Demand payment of the Note of hand of the Original Complainant and Cross Defendant And further saith, that the Answer given by the Cross Defendant, was, that he would discharge the same, in a short space of time, at that time labouring under Much difficulty for want of Cash. This Deponent saith, that such Demand was made about fifteen Days previous to the Commencement of the present Suit And more he saith not to this or to the Last Interrogatory.

Joseph Shawe Exr

Major Coustat } Between David Mc Vaghlins the Original
Complainant and Cross Defendant and Thagroy
Moodelly the Original Defendant and Cross
Complainant.

On the Part of the Original Defendant
and Cross Complainant.

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

Veeraiah Moodeliar Cainoogity of Madras Aged Thirty two Years or
thereabouts being produced as a Witness in this Cause on the Part of the Original
Defendant and Cross Complainant was on the twenty Second Day of January One
Thousand Seven hundred and Ninety One Examined at the Office of Mr George
Chalmers whose Attorney for the Original Complainant and Cross Defendant by
Excavating Servant who also left him a Note of the Name Title and Place of
abode of the said Deponent and afterwards on the same Day being Sworn and

and Examined Deposeth as follows viz.

1st To the First Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant David Mc Vaghlins this Cause, and that he hath so Known him about four Years And the 2d he doth know the Original Defendant and Cross Complainant Thagroy Moodelly in this Cause, and that he hath so Known him about fifteen or Sixteen Years And more he saith not to this First Interrogatory

2d To the Eight this Interrogatory this Deponent saith that he was present some Time in the Year of Our Lord One Thousand Seven hundred and Ninety Eight, when the Original Defendant and Cross Complainant Demanded Payment of the Note of hand of the Original Complainant and Cross Defendt And further saith that the Answer given by the Cross Defendant was, that he hoped he might not be impertuned on that Subject, at the same Time Promising payment in the course of Ten or Fifteen days This Deponent Saith that such Demand was made about Ten Days previous to the Commencement of the present Suit And more he saith not to this or to the Last Interrogatory

Joseph Shawe Exr

Mayor's Court
Madrasapatanam

Tuesday the 9th Day of August
Anno Domini 1791

L.S.

Present

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

Mayor's Court

Between David MacVeigh of Fort Saint George Merchant Complainant and Pragarey Modelly of Madras Inhabitant Defendant

Et Contra

These Causes Coming on to be Heard and Debated this Day in the presence of the Attornies on both Sides on Reading the Original Complainants Bill with Copy of an Account Annexed, The Affidavit, The Original Defendants Answer with Copies of a Note of hand or Acknowledgment and an Account Current Annexed, The Cross Bill, The Affidavit, The Replication, The Cross Answer, The Rejoinder with Copies of Two Exhibits Marked A and B Annexed The Cross Replication, The Amended Cross Rejoinder, The Interrogatories and Depositions on the Part of the Original Complainant and Cross Defendant with Exhibits Marked A and C Annexed The Interrogatories and Depositions on the Part of the Original Defendant and Cross Complainant with Exhibit Marked B Annexed On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Original Defendant do pay unto the Original

Filed 4th July 1791

To the Honble the Mayor's Court at Madrasapatanam

Humbly Complaining Shewn unto this Honble Court Your Orator Paulian Pagapaly Chitty of Madras Inhabitant That George Adamson and William Irwin also of Madras Shopkeepers Stand Justly and Truly indebted unto Your Orator in the full and Just Sum of One Hundred and Six Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of forty two Pounds and Eight Shillings or thereabouts as will more fully Appear by a Promissory Note Copy Whereof is hereunto Annexed for this inspection of this Honble Court and to which Your Orator craves leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original whereof is in Your Orators hands ready to be produced when required and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Applyed to the said George Adamson and William Irwin of the said Sums of One Hundred and

and

and Six Pagodas

Fort St. George 14th April 1794

Two Months after Date we promise to pay unto Pr Yagapah Chitty or his Order the sum of One hundred and Six Star Pagodas for Value Received by us

Geo. Adamson
Wm Irwin

Witness
Tho. Ledsham
G. Bold

Pag.s 106. 0. 0.

Atte Cry
R. Williams
Atty for Compt

At a Mayor's Court held at Madrasspatnam

Tuesday the 6th Day of September Anno Domini 1794

Present

L.S.

Josiah Du Pré Porcher Esquire Mayor
William Webb — Andrew Ross
and
Benjamin Roebuck — Aldermen

Between Pauliam Yagapah Chitty of Madras Inhabitant Complai
nant and George Adamson and William Irwin also of Madras Shop Keepers Defendants

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendants to Answer the Complainants Bill which they have Neglected doing This Court doth therefore think fit the Order and Decree and Accordingly Order and Decree that the Defendants do pay unto the Complainant the full and just Sum of One Hundred and Six Pagodas Pagodas 106 = = of together

Mayor's Court

Fort St. George Bill of Complaint

Pauliam Yagapah Chitty of Madras Inhabitant Complainant

George Adamson and William Irwin also of Madras Shop Keepers Defendants

To the Right Honble Sir John Shore Bart Governor General and the Honble the Council of Fort St George

Humbly Complaining Sheweth unto Your Honble Court your Honble Orator Pauliam Yagapah Chitty of Madras Inhabitant that the said George Adamson and William Irwin Obstinately and Willfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as shall seem to this Honble Court agreable to Equity and good Conscience To the end therefore that the said George Adamson and William Irwin may upon their Corporal Oaths full true direct and perfect Answer make to all and singular the matters and things herein before set forth and Alledged as fully truly and effectually to all Intents and Purposes as if the same were herein again repeated and they particularly Interrogated thereto and that they may be decreed to pay to Your Orator the aforesaid Sum of One hundred and Six Pagodas with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit

Humbly Pray this Honble Court to Cause the said George Adamson and William Irwin to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall Seem Meet

R. Williams
Attorney for Compt

Fort Saint George 6th day of July 1794

This Bill was shewn to me in the days of Adjournment but a Summons issue thereupon returnable next Court day

Jos. Du Pré Porcher
Mayor

Fort

together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Deft

Filed 3rd August 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Modoorchuttama Naicker of Madras Inhabitant that Eyalu Sawmy Modaly also of the same Place Inhabitant stands indebted unto Your Orator in the full and just Sum of Twenty Six Pagodas Thirty Six Fanams and twenty three Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ten Pounds Fourteen Shillings and Nine Pence or thereabouts as will more fully and at large Appear by the Copies of the Translation of a Mortgage Bond, and of an Account Current hereunto Annexed for the Inspection of this Honble Court and which are prayed to be taken as part of this Bill of Complaint the Originals Whereof are in Your Orator's Possession and Ready to be produced to this Honble Court when required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of Twenty Six Pagodas Thirty Six Fanams and Twenty three Cash

But now so it is and May it Please this Honble Court the said Eyalu Sawmy Modaly Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Wherefore Your Orator prays a general Relief according to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Eyalu Sawmy Modaly may upon his Corporal Oath full True direct and Perfect Answer make to all and Singular the Matters and things herein before

before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were here again repeated and Particularly interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Twenty Six Pagodas Thirty Six Fanams and Twenty three Cash with all Costs Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it Please this Honble Court to Cause the said Eyalu Sawmy Modaly to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court prefixed and Appointed Then and There to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Madras 3d August 1791

L Popham
Advocate General

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

Jos. du Pre Porcher
Mayor

Translation of a Mortgage Bond Dated 21st January 1787

I Eyalu Sawmy Modaly Son of Dawson Chinglevaroyen Modaliar of Madras do give this Mortgage Bond to Ranjadu Modoorchitt Naicker Viz

In Consequence of my Urgent Occasion I have this Day Mortgaged to You my House and Ground Situated at Poddenaigenpatta South to the House of Annarambatter Tyagen Modaliar and North to the

Form of Vada Chundaram Mooneapa from Cal. 7th Feb. 1791 to Cal. 21st Feb. 1791 for Rs. 300 Principal & Interest Rs. 162.33.48 Pagodas

Know all Men by these Presents that I Vada Chundaram Mooneapa of Madras Merchant am held and firmly bound unto Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors in the Sum of Three Hundred Pagodas Current Money of the Coast of Coromandel to be paid to the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors or Order for which Payment well & truly to be made I bind myself my Heirs Executors & Administrators firmly by these Presents Sealed with my Seal & dated this 21st Day of February in the Year of our Lord 1787 & in the 11th Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France & Ireland King Defender of the Faith &c. &c. &c.

The Condition of this Obligation is such that whereas the above bounden Vada Chundaram Mooneapa hath this Day borrowed & received of the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors the Sum of Three Hundred Pagodas Current Money of the Coast of Coromandel aforesaid which he promises to repay on Demand with Interest thereon at the Rate of Twelve Pagodas per Cent per Annum Interest to commence from the Date hereof & to be paid Yearly & every Year on the Day of the Date hereof & if the Interest shall be in Arrear for the Space of Twelve Months after the Day of the Date hereof then the Principal Sum aforesaid shall become Interest & bear Interest at the same Rate as the Principal Sum aforesaid is to bear Interest & be paid Yearly & every Year as aforesaid & if the Principal Sum aforesaid shall become Interest & bear Interest as aforesaid & the Interest thereof shall be in Arrear for the Space of Twelve Months after the Day of the Date hereof then the Interest shall become Principal & bear Interest at the same Rate as the Principal Sum aforesaid is to bear Interest & be paid Yearly & every Year as aforesaid & so on from Time to Time & every Time as the Interest shall be in Arrear for the Space of Twelve Months after the Day of the Date hereof & if the said Vada Chundaram Mooneapa his Heirs Executors or Administrators shall & do well & truly pay or cause to be paid unto the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors the Principal Sum aforesaid & the Interest thereof when the same shall become due & payable as aforesaid without Fraud or Delay then this Obligation to be void & of none Effect or else to remain in full Force & Virtue.

And I the said Vada Chundaram Mooneapa do hereby Covenant & Promise for myself my Heirs Executors & Administrators that I will not sell or dispose of the Mortgaged Premises hereinafter mentioned or any Part thereof without the Consent & Approbation of the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors first had & obtained in Writing for that Purpose & that I will not do or suffer any Act or Thing whereby the Mortgaged Premises or any Part thereof may be charged or incumbered in any Manner whatsoever & that I will keep the Mortgaged Premises in good Repair & Condition & that I will not commit any Waste or Destruction thereon & that I will insure the Mortgaged Premises against Fire in the Sum of Three Hundred Pagodas & assign the Policy thereof to the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors & that I will not do or suffer any Act or Thing whereby the said Policy may be void & that I will pay the Premium for insuring the Mortgaged Premises & all Taxes & Assessments that may be charged thereon & that I will produce to the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors the Receipts for the Premium & Taxes & Assessments aforesaid when required & that I will not remove the Mortgaged Premises or any Part thereof out of the Limits of Fort St. George without the Consent & Approbation of the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors first had & obtained in Writing for that Purpose & that I will not do or suffer any Act or Thing whereby the Mortgaged Premises may be removed out of the Limits of Fort St. George & that I will not do or suffer any Act or Thing whereby the Mortgaged Premises may be taken in Execution & that I will not do or suffer any Act or Thing whereby the Mortgaged Premises may be taken out of my Possession & that I will not do or suffer any Act or Thing whereby the Mortgaged Premises may be taken out of the Possession of the said Edward Saunders Esqr. Governor & Council of Fort St. George & their Successors

Mayor's Court at Madraspatnam

Tuesday the 13th Day of September Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Amos Aldermen

L.S.

Mayor's Court

Between Mordachisteama Naicker of Madras Inhabitant Complainant and Eyah Sawmy Mordaly Alias of the same Place Inhabitant Defendant

Upon Application by the Attorney of the Complainant that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Twenty Six Pagodas Thirty Six Fanams and Twenty three Cash Pagodas 26 36 23 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.

C. Taylor Regr

In the Honble the Mayor's Court at Madraspatnam

Between Buthbawany Sunker Hired by his Attorney Thomas Richard Fairchild Complainant

and

Gungah Dass of Masulipatam Defendant

John White of Madraspatnam Attorney for the Defendant in the above Cause Maketh Oath and Saith that this Deponent did on the twelfth day of September Instant take with him to the Examiner of this Honble Court two Witnesses in Order that they Might be Examined and give their evidence on the part of the said Defendant in this Cause this Deponent Saith that the said Examiner did not examine the said Witnesses that He the said Examiner Could not Speak either the Moors or Gentoo Language And this Deponent Saith that the said two Witnesses are Ready to give their Evidence which this Deponent has been given to understand will be of Service to the said Defendant Upon the hearing of this Cause And this Deponent Saith that the said Witnesses were not Produced to this Deponent, until Yesterday and that this Deponent will Endeavour to have the said Witnesses examined in the course of this Week.

John White

Sworn in Court this 13th day of Sept. 1791

C. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of September Anno Domini 1791.

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Amos

Aldermen

Dan Thavaney Sunker Hazeldell by his Attorney Thomas Richard Fairchild

Plaint

Gungahdoss

The Attorney for the Complainant prays that Publication may pass in this Cause to which the Opposite Attorney Objects and prays that he may be Allowed a further time of One Week for the Examination of Witnesses and in Support of which he Brings Certain Proofs on Affidavit Affidavit Sworn to in Court Read and filed this day Ordered that One Week be Allowed

Attorney Extract

Filed the 13th Sept. 1791

In the Hon.ble the Mayor's Court at Madrasapatanam

Between Richard Marson Complainant

and

Arabo Adjee Lebbee Defendant

The Humble Petition of Richard Marson the above Named Complainant

Sheweth

That Publication in this Cause is Passed and the Cause is Set down for hearing but Your Petitioner having several Material Witnesses to Examine Without whose Evidence he is Advised he Cannot Safely Proceed to the hearing and Your Petitioner and his Attorney not having seen or inspected the Depositions taken in this Cause or otherwise Published or Caused to be Published the same as by the Affidavit Annexed Appears

Your Petitioner therefore Most humbly Prays that Publication may be enlarged for Two Months and the Cause Adjourned for that time and that a Commission may Issue directed to John B. Blythe William Logan and Charles Andrews of Calcutta Gentlemen or any Two of them to Examine William Roberts and Foster of the same Place Ships Carpenters on Oath to certain Interrogatories to be there and there Exhibited to them by the said John B. Blythe William Logan and

and Charles Andrews or any two of them

And Your Petitioner

Will Ever Pray

R. Marson

R. Williams

Attorney for Compt.t

Filed the 13th Sept.r 1791

In the Honble the Mayor's Court at Madraspatnam

Between Richard Marson Complainant

and

Arabe Adjee Johur Defendant

The Complainant Richard Marson in the above Named and Robert Williams his Attorney in this Cause Severally Make Oath and Say And first the said Complainant for himself Saith That the Depositions taken in this Cause have not been seen read or heard by this Deponent nor hath this Deponent been informed or Acquainted with the Purport or Contents of the said Depositions as taken nor will this Deponent until Publication shall be further Enlarged and Pass by the Order of this Honble Court, in which Order cann be Obtained

And the said Complainant further Saith That he hath Several Material Witnesses to Examine as he is informed and believes (to wit) John D. Blythe Foster

And the said Robert Williams for himself Saith That he hath not seen read or heard the said Depositions taken in this

Cause

Cause nor been in any manner informed of the Contents of the same nor will he the said Robert Williams be informed of the Contents thereof until Publication shall be further Enlarged by the Order of this Honble Court in case such Order can be Obtained

R. Marson

Robert Williams

Sworn to in Court 13th Sept.r 1791

Geo. Taylor Regr

Filed the 13th Sept.r 1791

In the Honble the Mayor's Court at Madraspatnam

Between Richard Marson Complainant

and

Arabe Adjee Johur Defendant

The Humble Petition of Richard Marson the above Named Complainant

Sheweth

That Your Petitioner has been informed, this Honble Court has received Official Notice from the Examiner, that Thomas D. Blythe One of the Witnesses examined on the Part of the Complainant in the above Cause, has not signed his Name to his Depositions

Your Petitioner therefore most humbly Prays that this Honble Court will be graciously pleased to Order that the Examiner, will Permit the said Thomas D. Blythe to put his Signature to the Depositions aforesaid

And Your Petitioner

Will Ever Pray

R. Marson

R. Williams

Attys for Compt.t

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of September Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Amas

Aldermen

Richard Mason

vers

Arabo Adjee Johns

The Attorney for the Defendant prays that this Cause may be Set down for hearing to which the Opposite Attorney objects and Prays leave to file a Petition his own Affidavit and that of the Complainant in Support of the Petition which is Granted for the Space of two Months and that a Commission may issue to Bengal directed to John Blythe William Logan and Charles Andrews or any two of them to Examine William Roberts and Foster two Material Witnesses in this Cause Petition and Affidavit Read The Court having taken the same into Consideration it is Ordered that that the prayer of the Petition be over ruled Petition of the Complainant Read and filed praying that Thomas P. Blythe a Witness who has been Examined on his part and who has not Signed his Deposition may be permitted to Subscribe his Name thereto Ordered Accordingly The Attorney for the Defendant Acquaints the Court that Thomas P. Blythe has also been Examined as a Witness on the part of his Client but has omitted to Sign his Deposition He therefore prays that he may now be permitted to Subscribe his Name thereto Ordered Accordingly And that this Cause be Set down for hearing

A True Extract

Sworn to the 20th Sept 1791 } before me

J. Stuart Hall
John Hamilton } Yorkmen for Complts

In the Honble the Mayors Court at Madraspatnam

Between P. Bulbavanny Lumker Hereditary by his Attorney Thomas Richard Fraser Hall Complainant and Gungla Dasa Defendant

The Affidavit of James Stuart Hall One of the Attornies of this Honble Court and One of the Attornies for the Complainant above Named

The Deponent Maketh Oath and Saith that he did not receive the Notice hereunto Annexed of the examination of the Witnesses therein Mentioned from the Examiner of this Honble Court until One hour half an hour after One o'Clock Yesterday the Nineteenth day of this present Month of September that he did then immediately repair to the Office of the Examiner and did enquire of the said Examiner where the Witnesses were who were mentioned to have been Produced for examination in this Notice and was by the said Examiner informed to the best of this Deponents Recollection that they had Signed their Depositions and had departed so that he is deprived the benefit of Cross examining the said Witnesses on the part of his Client and this Deponent says he has very special Cross Interrogatories to exhibit to the said Witnesses on the part of the Complainant

J. Stuart Hall

Sworn in Court this 20th Day of September 1791

Geo Taylor Regr

In the Cause of Bathwamy Sunker Hareduti of Madras Sawcar by his Attg Thomas Richard Fairchild of Madras aforesaid Gentleman is Compltt and Gungady of Masulipatam is Defendant

Gentlemen

Lachmy Ball Sawcar of Madras and Scharam Cotha Merchant of Masulipatam are Produced as Witnesses on the Part of the Defendant

Fort St George
12th Septr 1791

I am Gentlemen
Your Very Obt Servt
R J Braufield
Exr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 20th Day of September Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
James Call and John Mitford
Aldermen

Bauthawamy Sunker Hareduti by his Attorney Thomas Richard Fairchild
vers.
Gungadoss

The Attorney for the Defendant prays that Publication may pass in this Cause to which the Opposite Attorney Objects and prays leave to file an Affidavit Sworn to in Court by him this day upon which he prays that a further time of One Week may be Allowed him for the Examination of Witnesses in this Cause. Affidavit Read and filed. The Court having taken the same into Consideration it is Ordered that One Week be allowed

A true Extract

Filed 13th August 1791

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Sheweth unto this Hble Court Your Orator Bauwassamy Sunker Hareduti of Madras Inhabitant that Charles Darke Esquire of the same Place Gentleman Stands Justly and Truly indebted unto Your Orator in the Sum and Just Sum of Two hundred and Thirty five Pagodas, fourteen Fanams and forty One Cash Current Money of Madras Making into sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ninety four Pounds Two Shillings and Seven Pence or thereabouts as will more fully and at large appear by the Copies of an Accepted Bill and an Account hereunto Annexed for the inspection of this Hble Court which Your Orator begs leave to Refer to and prays the same may be taken in part of this his Bill of Complaint the Originals whereof are in Your Orators possession and ready to be Produced when required. And Your Orator further Sheweth unto this Hble Court that he hath frequently and in an humble manner requested payment from the said Charles Darke of the said Sum of Two hundred and Thirty five Pagodas, fourteen Fanams and forty One Cash

But now so it is May it Please this Hble Court the said Charles Darke Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a genl Order issue out of this Hble Court to the End shall appear agreeable to equity and good conscience. To the End therefore that the said Charles Darke may upon his Corporal Oath full true Direct and Perfect Answer make to all and singular the Matters and Things herein before set forth and Alledged as fully truly and

and Effectually to all Intents and purposes as if the same were here again
repeated and particularly Interrogated unto, and that he may be Decreed
to pay unto Your Orator the aforesaid Sums of Two hundred and Thirty five
Pagodas fourteen Fanams and forty One Cashs with all Costs Interest &c
Now is or shall hereafter become due thereupon as also all Costs of this Suit

May it Please this Hon^ble Court to cause the said
Charles Darke to be Summoned and required by the Sheriff of Fort Saint
George Town of Madraspatnam and the Districts thereof personally to
be and Appear before this Hon^ble Court at a certain time and place to be
by this Hon^ble Court prefixed and Appointed Then and there to Answer
this Your Orator's Bill of Complaint and further to stand to and abide
by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

John Wilkinson
Att^y for Compl^t

The 12^th Day of August 1791
This Bill was then taken in the
Days of Adjournment till a Summons
Pendre Returnable next Court day
Jos. Du Bré Porcher
Mayor

Charles Darke Esquire ..... Dr.

To the Amount of Fowl List for December 1785	30	28	"
To Do. for January 86	41	15	20
To Do. for February	26	4	30
To Do. for March	28	24	"
To Do. for April	22	19	"
To Do. for May	19	26	40
	168	27	30
Reviewed in Part	10	"	"
Pagodas	158	27	30

Madras 31^st May 1786

E. E. (Signed) Poulter Chavernayen

	158	27	30
Brought Over down	15	43	"
To Do. for June	18	26	40
To Do. for July	2	30	40
To Do. from 1^st August to 9^th Do.			
Pagodas	195	37	30

Nov^r 18^th 1789

Je reconnois le Chavernayen, and will pay
195. 37. 30.
Errors Excepted ..... (Signed) Cha^s Darke

A true Copy

John Wilkinson
Att^y for the Compl^t

Mayor's Court at Madraspatnam

Tuesday the 27th Day of September Anno Domini 1791

Present

L.S.

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

Between Chowcaypah of Madras Inhabitant Complainant and Charles Darke Esquire of the Same Place Gentleman Defendant

Mayor's Court

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which she has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sums of Two Hundred and Thirty five Pagodas Fourteen Fanams and Forty One Cashes Pagodas 235. 14. 41. together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Dr — Charles Darke Esquire — Cr

1789 Nov. 18	To Sundry Amount of your Bill as Mayor Inhabitant	19.5.	2				
1791 July	To Interest Due thereon from the 30th July 1789 to the 23d May 1791	23.	1	23.	1		
	To Ditto Due thereon from the 23d May 1791 to the 27th Sept. 1791	3.9.	2	2.35.	14.	41.	
	To Costs of Court & Attorney	23.5.	1				
	Pagodas			235.	14.	41.	

Madras 27th Sept. 1791 E.E. (Signed)

Received the Contents in full of Mr Darke's Account this 27th September 1791 for Chowcaypah

Chowcaypah L.S.

Filed this 20th Sept. 1791

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Andrew Amos Deputy Register to this Honble Court

Humbly Sheweth

That Circumstances Constraine Your Petitioner to Request Permission to Resigne his Office of Deputy Register to this Honble Court

And Your Petitioner shall ever Pray &c

Andrew Amos

Madras 20th Sept. 1791

Filed 10th Decr 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ennamundrum Venkataramnia late of Madraspatnam but now of Gooty an Inhabitant by his Acting Attorney Poolevoo Lettamnia late of Madras Inhabitant That Parcondavy Annall Ammoo Annall and Punnammall late of Madras Widows and Inhabitants having Occasion to borrow the Sum of Three Thousand two hundred and ten Star Pagodas Applied to Your Orator to lend and Advance them the same which Your Orator Accordingly did Thereupon they Agreed with Your Orator to pay him Interest after the rate of Nine per Cent per Annum for the said Parcondavy Annall Ammoo Annall and Punnammall did execute Executed unto Your Orator a certain Mortgage Bond or Writting instrument bearing Date or about the fifth day of June which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight whereby they the said Parcondavy Annall Ammoo Annall and Punnammall did Acknowledge to have borrowed and Received from Your Orator the said Sum of Three Thousand two hundred and ten Star Pagodas Which Sum of Three Thousand two hundred and ten Star Pagodas they the said Parcondavy Annall Ammoo Annall and Punnammall did thereby engage to pay Your Orator together with the Interest thereon the fifth day July now Last past and default whereof they the said Parcondavy Annall Ammoo Annall and Punnammall did by the said Mortgage Bond or Writting instrument Authorize and empower Your Orator to sue them in this Honble Court and to cause the several premises mentioned and Set forth in the said Mortgage Bond to be sold and disposed of in Satisfaction of Your Orators said Demand Your Orator further Sheweth unto this Honble Court that Your Orator having since the execution of the said Mortgage Bond Occasion to borrow a large Sum of Money Your Orator thereupon deposited the said Original Bond together with other Securities in the hands of One Ramjalu Narrain Chitty of Madras Merchant who is Ill Contains the said Original Bond but Your Orator hath thereunto Annexed a true and faithful Copy of the said Original Bond and an Affidavit Verifying the same together with the above and faithful Translations thereof which he prays may be received and taken as part of this Your Orators Bill of Complaint and to which he humbly Craves leave to refer Your Orator further Sheweth unto this Honble Court that there is now due and owing to Your Orator by them the said Parcondavy Annall Ammoo Annall and Punnammall for Principal Monies and Interest on the foot of the said Mortgage Bond or Writting instrument the Sum of Three Thousand Nine hundred and Thirty One Star Pagodas and Twenty Fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Thousand Five hundred and Seventy two Pounds Eleven Shillings or thereabouts and Your Orator Sheweth unto this Honble Court that he hath frequently

frequently and in an Amicable Manner Applied to them the said Parroondavy Ammall Ammor Ammall and Punnammall to pay off and discharge the same

But now so it is May it please this Hon^ble Court that they the said Parroondavy Ammall Ammor Ammall and Punnammall Combining and Confederating how to injure and distress Your Orator in this behalf Obstinately and Wilfully refuse to pay Your Orator the said Sum of Three Thousand Nine hundred and Thirty One Star Pagodas and Twenty fanams or to make Your Orator any manner of Satisfaction touching the premises To the End therefore that the said Parroondavy Ammall Ammor Ammall and Punnammall may upon their respective Oaths fully true direct and perfect Answer make to all and singular the Matters and Charges aforesaid as fully truly and effectually to all intents and Purposes as if the same were here again severally repeated and particularly Interrogated and that they the said Parroondavy Ammall Ammor Ammall and Punnammall may forthwith pay unto Your Orator the aforesaid Sum of Three Thousand Nine hundred and Thirty One Star Pagodas and Twenty fanams With all such Interest as shall thereafter became due upon the said Principal Sum of Three Thousand Two hundred and Ten Star Pagodas together with all such Costs and Expences as Your Orator shall sustain and be put to in the recovery thereof in default whereof that the several premises particularly set forth and mentioned in the said Copy of the said Original Mortgage Bond and in the said Annexed translation thereof may be sold under the Decree of this Hon^ble Court in payment and Satisfaction of Your Orators said Demand and that Your Orator may be further and otherwise relieved in the Premises According to Equity and good Conscience and as the Nature of this Cause shall require

May it please this Hon^ble Court to cause the said Parroondavy Ammall Ammor Ammall and Punnammall to be Summoned and required by the Sheriff of Fort Saint George Town of Madrasspatnam and the Districts thereof personally to be and appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet

John White Attorney for the Complainant

Fort Saint George this 10th Day of December 1790

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

Ja^s Call
Mayor

Know all Men by these Presents that I Yanamunra Venkataramiah of Madras Inhabitant have made ordained Nominated Constituted and Appointed Challa Venkatachelliah Cullore Reddy Narrainiah and Boolasoo Sectaramiah of Madras Inhabitants to be Jointly and Severally my true certain and lawful Attornies and Attorney for me and in my name and to and for my proper use and behalf to ask Demand Recover and Receive of and 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 Which now are and shall be and grow due owing payable or belonging to me the said Yanamunra Venkataramiah Esquire 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 the Account and 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 Acquittances and

Requittances 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 Attornies or Attorney either Jointly or Separately full Power and Authority for and touching the Premises to Sue pursue Arrest Attach Seize Sequester implead imprison Condemn and prosecute and thence and therein Against to Acquit Discharge and Out of prison to Release also for me to Appear and my Person to Represent in all and any Court or Courts or other Places as Demandant or Defendant in any Suit Action or Appeal for or by reason of the Premises Likewise One or more Attorney or Attorneys under him or them 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 My self Might or could do were I personally present and I do hereby Ratify and Confirm all and Singular Whatsoever my said Attornies or Attorney his or their Substitute shall Regularly do or cause to be done in and touching the Premises In Witness Whereof I have hereunto Set my hand and Seal in Fort St George this Twenty fourth day of September in the Year of Our Lord One Thousand Seven hundred and Ninety

Witnesses
C. Vurrasawmy
P. Yesswariah

Venkatarowniah's Bramy (L.S.)

a true Copy
John White Attorney for the Complainant

Translation of a Mortgage Bond Dated 25th Assy of Kielaka Year or 3d June 1788

To Parvindavy Ammall Wife of Myla Eyatemby Venkatachela Pillay in Conjunction with the Annoor Ammall and Ennammall Wives of Ramma Pillay my Husbands Nephews of this place Inhabitants of Madras do jointly give this Mortgage Bond to Enamandrum Venkatarammia of the same place that is to say

In Consequence of Our Urgent Occasion We have this Day Executed to You our Bond and the following Mortgages To wit the Choultry Bill of Sale which is in my Name as well as the Choultry Bill of Sale which is in my Husbands Name belonging to the great House of Parvindavy Ammall Widow and a Cadjan Agreement given by us binding Ourselves to procure and to give into Your hands the Choultry Bill of Sale for the House wherein Annoor Ammall and Ennammall Dwell having no Choultry Bill of Sale for the same together with a Court Yard in all Four To wit Choultry Bills of Sale Two Court Yard Back Yard Sale One Cadjan Agreement One belonging to the said Two Houses and One Piece of Ground at the Back Yard Situated at Peddenaigo Patah in Jaldoo Poly Chitty street in West line north to the House of Yeavindapa Naig and South to the House of Smith Ramah Naikar and borrowed and Received of You the Sum of f. 3210 / Three Thousand Two Hundred and Ten Star Pagodas Current Money of Madras which Sum we do hereby engage to pay You with all such Interest as shall or may become due thereon at the rate of 9 p.C.p.M. Annum in two Different Payments that is in the space of One Year from the date hereof Three Thousand and in the Second Year to wit the 25th of Landairvana or 5th July 1790 2210 Pagd and we are to recover Our Mortgaged premises by Paying You the Principal and Interest agreeable to the Terms Expressed in default of which You are hereby empowered to Prosecute us on this Bond in the Honble the Mayors Court and Recover Your Principal Interest and Charges by Disposing the Mortgaged Premises by Publick Outcry

Outcry Thus we have given You this Mortgage Bond with our free will
and Consent Witnesses Cuimmyapparoo Nauthapa Modeliar and
Mylas Chocapilla by their Knowledge this Mortgage Bond was drawn
by Minaun Canicopply of Tryplicane.

Witnesses Signed
Chocapilla

Marked Parvandavy Ammall
Do - - Ammoo Ammall
Signed - Pennamall

A True translation as near as can be from the Copy of
Malabar Language

Ranganaudom
Interpreter

Above copy

John White Attorney for
the Complainant

In the Honorable the Mayor's Court at Madrasputanam

Booloo Seetanamiah of Madrasputanam Inhabitant
Maketh Oath and Saith That the Within Deponent was present and did
See the Original Cadjan Writing a Copy whereof is hereunto Annexed
and Marked with the Letter A. duly signed by Parvandavy Ammall
Ammoo Amma Wand Pennamall of Madras Widows therein Named
and this Deponent Saith That the said Annexed Paper Writing is a
true Copy Agreeing Word for Word with the said Original Thereof
this Deponent having Carefully Copied and Compared the said Annexed
Paper Writing with the Original Thereof which said Original was at the
time when this Deponent so copied the same to Wit on the Eighteenth
Day of November Now last Past in the Custody and Possession of
Rayjah Narrain Chitty of Madras inhabitant in whose Possession
the

Sworn in Court this 19th day of November 1778 before me
John Mitford Mayor's Law

The same still Remains as this Deponent Verily believes.

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

Ranganaudom
Interpreter

Feb.o 13.th Feb.y 1791.

In the Honourable the Mayor's Court at Madrasapatanam

Between Ecamandrum Muca Taramia late of Madrasapatanam but now of Cuntoor Inhabitant by his Acting Attorney Boolooso Settaramiah of Madras Inhabitant

Complainant

and

Parondavy Ammall Ammor Ammall and Pennammall of the same place Widows and Inhabitants

Defendant

Boolooso Settaramiah of Madras Inhabitant and Constituted Attorney of Ecamandrum Muca Taramia the Complainant above Named Maketh Oath and Saith that the Defendants above named are and stand justly indebted to the said Complainant in the sum of three Thousand Nine Hundred and Sixty One Star Pagodas and twenty fanams and upwards for Principal and Interest due on a Mortgage Bond entered into by the said Defendants to the said Complainant for the Recovery Whereof the said Complainant hath by this Deponent this Attorney filed this Bill of Complaint in this Cause And this Deponent further saith that the said Defendants have and each of them hath been Within the Jurisdiction of this Honble Court since the Cause of Action Accrued.

John Miller Attorney for the Complainant

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

Ranganaudom

Interpreter

Mayor's Court at Madrasapatnam

Tuesday the 6th Day of September Anno Domini 1791

Present

L.S.

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

Mayor's Court

Between Evanandrumin Venkataramma Late of Madrasapatnam but now of Gountoor Inhabitant by his Attorney Boloram Venkataramiah of Madras Inhabitant Complainant and Parpandava Annamall Annamall and Punnamma Widow of Madras Widows and Inhabitants Defendants

It Appearing by the Records of this Court that the Space of Six Months the time Limited in His Majesty's Charter for Elapsed since the Return of the Warrant of Sequestration issued Against the Defendants Effects and as the Defendants have not made any Appearance in Court to Answer the Complainants Bill This Court doth therefore 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 three Thousand Nine Hundred and Thirty One Star Pagodas and Twenty Fanams Star Pagodas 3931. 20 Together with all Such Interest as now is or shall hereafter become due thereon until full payment be Made also all Costs of this Suit.

Filed the 30th Augt 1791

To the Honble the Mayor's Court at Madrasapatnam

Between the United Company of Merchants of England trading to the East Indies by their Agents or Representatives the Honble Major General William Medows President of the Council of Fort Saint George Sir Charles Oakeley Baronet and John Huddleston Esquire Members of the said Council Complainants

and

Josias Du Pre Porcher Evanandrum Readhead and Henry Readhead Defendants

The Humble Petition of the Complainants

Sheweth

That Your Petitioners filed a Bill against the Defendants for the recovery of a certain Sum of Money Charged to be due to them by the Defendants upon Bond to which Bill the Defendants demurred and Your Petitioners joined in Demurrer and prayed Judgment on their Cause upon the Merits thereof.

That the same came on for hearing on the Sixteenth Day of this Instant August when this Honble Court thought fit to Order that the Demurrer be Overruled and the Defendants Allowed Fourteen Days to Answer the Bill of Your Petitioners.

But this Honble Court did not Give Judgment in favor of Your Petitioners According to their Prayer in their said Order as it will Appear by reference to the Records of this Honble Court that in the several Causes of Edward Ellis Hall David Haliburton and Sir John Menzies

Mengies Baronet Mchts James Hodges George Strattow by Antonio De
Souza Mchts Charles Floyer and Govelds Ragenauld dcs Executor of Govelds
Vittelds by Henry Chichley & Michl Mchts Pundapilly Krishnasawmy
this Honble Court was pleased to pass Judgment in favor of the Several
Complainants to on hearing the Several Demurrers and Joinders filed in
the said Causes respectively, Whereof the said last mentioned Cause of Govel
dcs Ragenauld dcs Executors of Govelds Vittelds by Henry Chichley
Michl Mchts Pundapilly Krishnasawmy was the Only One which was
brought for the recovery of Money upon Bond, and in the present instance
Your Petitioners have not only filed their Bill for the recovery of Money due
by the Defendants on their Bond but it will Appear from the said Bond
that the said Defendants to have by their own Accounts Acknowledged the
Justness of the Claims of Your Petitioners by paying two Several Sums of Money
to Wit the Sums of Twenty five Thousand Star Pagodas and the further Sum of
Twenty Thousand Star Pagodas on Account and in Part discharge thereof

Wherefore Your Petitioners conceive themselves
Aggrieved and pray a Rehearing of the said Cause, Your Petitioners Submit
ting to pay such Costs as may be Awarded in Case their Petition be considered
Grounds thereof

L. Pojsham
Mchs for Petrs

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 30th Day of August Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

The United Company of Merchants of England Trading to the East Indies
by their Agents or Representatives The Honble Major General William Medows Sir
Charles Oakely Baronet and John Huddleston Esquires
Mchs
Josias Du Pré Porcher Thomas Readhead and Henry Readhead

The Register Acquainted the Court that the Attorney for the Complainants
in the above Cause Lodged in his Office on Thursday last a Petition for a
Rehearing of the Order of Court of the 16th Instant which being Read and
filed in Court it is Ordered that the Prayer of the Petition be over ruled

A true Extract

Malabar Affidavit

Filed 4th October 1794

In the Honble the Mayor's
Court at Madraspatnam

Between Alwalee Gounden by his
Attorney Charles Carty Complainant and
Letchamana Naig Administrator of Vyra
Vingana Deceased Defendant.

The affidavit of Letchamana Naig the above named Defendant

The above named Deponent Letchamana Naig being Duly
Sworn saith that he had diligently Searched amongst his papers for
the Bond named & prayed to be delivered into this Honble Court but
has not found the same and thereby and by reason thereof he this
Deponent is unable to comply with this Order by the Complainant
Obtained of bringing in and delivering the same into this Honble
Court.

(Signed) Letchumyah

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

Ranganaiudom
Interpreter

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of October Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Amos

Aldermen

Auvala Govindapah Naik by his Attorney Charles Carty

Plff.

Sutchumana Naig Administrator of Vyrey Venguanah Deceased

The Attorney for the Complainant Acquaints the Court that he did on several days pray that the Defendant might deliver into Court the Original Bond mentioned in his Answer which he has Neglected to do he therefore prays so much of the Defendants Answer as Relates to the Bond and Question may be expunged therefrom to which the Opposite Attorney object and pray leave to file an Affidavit of the Defendant which is Sworn to in Court this day as Cause Against the Delivery of the Bond Prayed for — Affidavit Read and filed The Court having taken the same into Consideration are of Opinion that the Cause shewn is Sufficient.

A true Extract

Filed 4th October

In the Honble the Mayors Court at Madraspatnam

Between John Leonard Pegglee and John Ledewyk Heefke Complainants and Paupiah Moodelly Defendant

The Affidavit of John Ledewyk Heefke One of the above Named Complainants

This Deponent maketh Oath and saith That John Leonard Pegglee the other Complainant above Named and who is the Senior Partner With this Deponent is the Person that is Acquainted with the Transactions With the Defendant in the above Cause and this Deponent further saith That the said John Leonard Pegglee is gone to Sadras and is expected daily

J. L. Heefke

Sworn in Madras This 4th day of October 1791

Before me Jos. du Pré Porcher Mayor

J. Popham

Filed 4th October 1791

In the Honble the Mayors Court at Madraspatnam

Between Veerasawmy by his Attorney John Leonard Pegglee and John Ledewyk Heefke Complainants and Paupiah Moodelly Defendant

The Affidavit of John Ledewyk Heefke One of the above Named Complainants

This

This Deponent Maketh Oath and Saith that John Leonard Beggle the other Complainant above Named and who is the senior partner with this Deponent is the Person that is Acquainted with the Transactions with the Defendant in the above Cause and this Deponent further Saith that the said John Leonard Beggle is gone to Sadras and is expected daily

J. L. Heeske

Sworn in Madras
this 4th Day of Oct. 1791

Before me
Jos. Du Pré Porcher
Mayor

J. Popham
Atty for Compts

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of October Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Amos
Aldermen
John Leonard Beggle and John Lodewyck Heeske
Merchts
Pauliah Moodelly

The Attorney for the Defendant prays that Publication may pass and that Compulsory Rules for the Examination of Witnesses in this Cause may be Granted to which the Opposite Attorney objects and prays leave to file an Affidavit of John Lodewyck Heeske one of the Complainants Sworn to before the Mayor this day and prays that he may be Allowed a further time of One Week for the Examination of Witnesses Ordered that One Week be Allowed

A true Extract

Filed in Court
9th Augt 1791

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Shew unto this Hon[ble] Court Your Orators Venkatadry Naig Mudrakistna Pillay Mootoo Moodelly and Venkatasa Pillay of Madras Inhabitants and Head Masters of Painted Cloth Dyers and Porters and Church Wardens of the Church of Damarayapa Situate in Madras that Narrain Pillah Samandi Heir of Venkatachella Pillah Deceased and Administrator to his Estate and Effects stands indebted to Your Orators as Church Wardens as aforesaid in the sum of Six hundred Sixty eight Pagodas thirty Six fanams and fifty One Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the sum of Two hundred and Sixty seven Pounds ten Shillings together with Interest thereon from the Twenty fifth day of October Which was in the Year of Our Lord One thousand Seven hundred and Ninety as may more fully and at Large Appear by the Copies of two Accounts of Particular Items and an Account Current hereunto Annexed for the Inspection of this Hon[ble] Court to which Your Orators pray Reference and pray they may be taken as part of this their Bill of Complaint the Originals being in the Possession of Your Orators and Ready to be produced when required And Your Orators shew unto this Hon[ble] Court that the said Boutiques or Shops Where mention is made in the Accounts A and B hereunto Annexed have from time Immemorial belonged to the Church and the Rents thereof have been received by the Head Masters of Painted Cloth Dyers and Porters for the time being as Church Wardens for the said Church and Your Orators Who have been the Head Masters for some Years entrusted the said Venkata-chella Pillah with the Collection of the said Rents in the full Confidence that he would apply them to the use of the Church According to his Trust instead of Which he

Which he only Applied the Sums Credited in the first Account A hereunto
Annexed and there Remained a Balance due by him of One hundred and
Twenty Pagodas Ten Fanams as settled by his Conscopoly in his life time and
afterwards the said Venkatachella Pillah received the further Sum of Two
hundred and fifty Nine Pagodas twenty seven Fanams and Seventy Cash
from the Tenants of the said Boutiques as by the said Account B hereunto
Annexed may Appear and the said Venkatachella Pillah afterwards depar-
ted this life without Satisfying Your Orators after which Your Orators and the
said Narrain entered into a Contest before this Hon^ble Court for Letters of
Administration of the Estate and Effects of the said Venkatachella Pillah
Deceased Your Orators Claiming their Claim only to such Part of the Estate and
Effects of the Deceased as belonged to the said Church and Your Orators shew
that during such Contest the said Narrain Pillah prayed to have this Account
and Particulars of the said Claim delivered into this Hon^ble Court which Your
Orators delivered the same accordingly to be taken as part of this Bill of Complaint
are now hereunto Annexed and pray'd to be taken as part of this Bill of Complaint
and they further shew that since this Hon^ble Court have been pleased to Grant
unto the said Narrain Pillah the Letters of Administration of the Estate and
Effects of the said Venkatachella Pillah Deceased without any Reserve whatever
in favor of Your Orators they have frequently and in a friendly manner Deman-
ded of the said Narrain Pillah to pay unto them the said Sum of Six hundred
and Sixty eight Pagodas, thirty Six fanams and fifty One Cash with Interest
thereon from the said Twenty fifth day of October which was in the said Year
of Our Lord One Thousand seven hundred and Ninety.

But now so it is and May it please this Hon^ble Court the
said Narrain Pillah as Administrator as aforesaid Obstinately and
Wilfully refuses to pay the same or to give Your Orators any Manner of Satis-
faction touching the premises Your Orators pray a General Relief such as
to this Hon^ble Court shall Appear Agreeable to Equity and Good Conscience

To

To the End therefore that the said Narrain Pillah as Administrator as
aforesaid may upon his Corporal Oath full true direct and perfect Answer
Make to all and Singular the matters and things herein before set forth and
Alleged as fully truly and effectually to all intents and Purposes as if the same
were here again repeated and Particularly Interrogated and that the said
Narrain Pillah may Particularly set forth whether Your Orators are not
the Head Masters of Painted Cloth Beaters and Porters and Churchellar-
dens of the Church of Darmaraja Pah and whether the Boutiques or Shops
Where mention is made in the Accounts hereunto Annexed Marked
A and B have not from time Immemorial belonged to the said Church
and the rents there of received by the Head Masters of Painted Cloth Beaters
and Porters for the time being as Church Wardens of the said Church and
Whether Your Orators as Head Masters for many Years did not entrust
the said Venkatachella Pillah with the Collection of the said rents and
Whether the Account A hereunto Annexed was
Conscopoly of the said Venkatachella Pillah in his life time and whether the
Balance appearing due thereon by the said Venkatachella Pillah being the
Sum of One hundred and twenty Pagodas and Ten fanams he not the Real
Sum he owed on that Account and whether the said Venkatachella Pillah
did not afterwards receive the further sum of Two hundred and fifty Nine
Pagodas twenty seven fanams and Seventy Cash from the Tenants of the said
Boutiques According to the Account B hereunto Annexed and that the
said Narrain Pillah as Administrator as aforesaid may also set forth
Whether the said Venkatachella Pillah did not depart this life without
Satisfying Your Orators said Claim and whether Your Orators and the said
Narrain Pillah did not after the death of the said Venkatachella Pillah
enter into a Contest before this Hon^ble Court as before particularly stated
and whether the said Narrain Pillah did not during the said Contest

Pray

Pray to have the Account particulars of Your Orators Claim delivered into this Honble Court and whether Your Orators did not deliver the three Accounts Copies whereof are hereto Annexed Marked A. B. and C. and whether the said Narrain Pillah do not in his Conscience believe that the said Sum of six hundred and Sixty eight Pagodas, thirty six fanams and Sixty eight Pagodas, thirty six fanams and fifty One Cash be not justly due from the Estate of the said Vencatachella Pillah unto Your Orators as Church Wardens as aforesaid and that the said Narrain Pillah may be decreed to pay unto Your Orators as Church Wardens as aforesaid from the Estate of the said Vencatachella Pillah the said Sum of Six hundred and Sixty eight Pagodas thirty six fanams and fifty One Cash together with Interest thereon from the said Twenty fifth Day of October in the said Year of Our Lord One Thousand Seven hundred and Ninety also all Costs of this Suit.

May it Please this Honble Court to Cause the said Narrain Pillah as Administrator as aforesaid to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madrasapatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and Place to be by this Honble Court for that purpose Limited and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

L. Popham
Atty for Complainant

Madras August 1794

This Bill was shewn to me in the Days of Adjournment Lita Luminance issued returnable this Next Court Day

Translation of the Settlement of Accounts of Deurmarauje's Church

Received the Amount net of Cheyes from the Months of Poorattassy of Velyaty Year or Sept.r 1766. to Ypassy of Soobacrosto Year or May 1783. Pagodas 2248 16/20 fanams 1733 3/4 at 45 ..... 2849 7/16
fanams 8 Pagodas 2849 7/16

Expences to this day Pag.s 1809 7/32 fanams 3343 13/16 at 45. fanams 8 Pagodas 2532 21/32
is Pagodas 2532 21/32

Dr. from Army of Daurana Year or June 1763. to Ypassy of Royal Year or August 1765. to the Ballance of Vencatanchela pillay Pag.s ..... 45.

Dr. Deduction allowed to Moodaumoodely for a Cloths Cheye for 6 Years Pag.s ..... 6.
Ditto Head Coolys 19 6
Dr. to Cloths Beaters 80 3/4

Total Expences Pag.s 2703 17/32

Deducting which there Remains a Ballance due by Vencatanchela Pillay to the Charity Churches of the aforementioned Daurana Lands belonging to Cloths Beaters and Head Coolies 166 7/32 Pag.s

Thus Signed Valaya Chitty by the Consent of Vencatanchela Pillay Pag.s 6

Cash received of Vencatapathy 2 1/2
Do. Do. Irugapa Mudaly 2 1/2
Do. Do. Irwilly Pillay 12 1/2

Total Pag.s 167 7/32

Wherefrom deducting a Sum of 47 Pag.s
Mr. Lynch Charges for building Shops 120 1/2
The Remainder Pag.s

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

(A true Copy)
L. Popham

B

Account of Money Received for Rents of Cotton Bazars by Venkatachella Pillay.

Times Received		Amount Rent Received Pags.	Fans.	Cash.
From 18th June 1783 to 11th Dec. 1784	Siva Sunkarah Chitty	20	40	10
	Coolley Chitty	22	32	60
	Arumagaŭy Chitty	10	"	"
	Cooey Chitty	20	25	40
	Perowum Mum Coolley Chitty	9	42	"
	Parasooraina Chitty	20	"	"
	Vuddoogoo Narrain Chitty	11	16	70
	Chinna Colunda Chitty	23	12	10
	Arumachella Moodelly	14	30	30
	Vengah Chitty	11	"	"
	Pennaul Chitty	18	43	"
	Cumroo Chitty	14	3	20
	Chinna Mootoo Chitty	14	"	"
	Cutchabilly Chitty	5	"	"
	Mootoomaurey Chitty	3	"	"
	Rawkum Nulla Mootoo Chitty	1	33	"
	Sunnooga Chitty	2	18	70
	Nulla Mootoo Chitty	6	33	60
	Annah Chitty	14	33	60
	Sadya Pillay	11	22	40
	Pagodas	259	27	70

A true Copy
S. Popham

Filed the 16th Augt 1791

The several Demurrer and Plea of Narrain Pillah Administrator to the Estate and Effects of Venkatachella Pillah Deceased Defendant to the Bill of Complaint of Venkatachella Pillay Moodookistna Pillay Mootoo Modelly and Venkatacha Pillay of Madras Inhabitants and Head Masters of Painted Cloth Beaters Porters and Church Wardens of the Churches of Darmoraja's Situated in Madras Complainants.

The said Defendant Narrain Pillah by Protestation Not confessing or Acknowledging all or any of the Matters and things in the Complainants Bill of Complaint to be true in such manner and form as the same is therein and thereby set forth This Defendant doth Demur thereto And for Cause of Demurrer This Defendant says that it Appears by the said Bill of Complaint and thereby set forth This Defendant doth Demur thereto And for Cause of Demurrer This Defendant says that it Appears by the Complainants own Shewing in their said Bill that they are Head Masters of Painted Cloth Beaters and Porters and Church Wardens of the Churches of Darmoraja's Situated in Madras without shewing who the said Painted Cloth beaters are, or who the said Porters are and for as much as all parties Whether Complainants or Defendants interested in the event of a Suit must be made Parties thereto; And for as much as the Complainants have not shewn by whom they were Appointed or under whose Authority they Act as Church Wardens of the said Churches of Darmoraja's and for as much as Persons Acting under the Authority of others cannot sue in their own Name but must sue in the Name of their Principals and as neither the said Painted Cloth beaters or the said Porters or the persons by whom the Complainants were Appointed or under whom they Act as Church Wardens are Named in the said Bill or made parties thereto Therefore and

and for other good Causes of Demurrer in the said Bill contained or to so much of the Complainants Bill as is demurred unto as aforesaid This Defendant Doth Demand the Judgment of this Honble Court whether he ought to make any further or other Answer thereunto And as to so much of the said Bill as he is to call this Defendant as Administrator as aforesaid to Account for the Sums of Six hundred and Sixty Eight Pagodas Thirty Six Fanams and forty One Cash This Defendant Narrain Pillah doth Plead thereunto and for Plea saith That if the Complainants ever had any Cause of Suit against this Defendants said Intestate or against this Defendant as Administrator as aforesaid for or concerning any the matters transactions or Dealings in the said Bill of Complaint mentioned which this Defendant doth in no sort Admit the same did accrue Six Years before the Decease of this Defendants said Intestate and Six Years before the filing the said Bill nor have the Complainants shewn That this Defendants said Intestate did within the said space of Six Years ever promise or agree to come to any Account for or any wise satisfy the said Complainants any money for or concerning any matters transactions or dealings in the Complainants said Bill Charged or Alledged; Nor did this Defendant ever promise or agree to come to any Account for or any wise satisfy the Complainants any money for or concerning any matters transactions or dealings in the Complainants said Bill charged or Alledged and therefore this Defendant doth Plead the Act of Parliament or Statute of Limitation made in the twenty first Year of King James the first and prays the benefit of the said Act of Parliament for the Limitation of Actions.

All which Matters and thing this Defendant doth aver and Plead the same to so much of the said Bill as for that purpose is herein before mentioned and humbly craves the Judgment of this Honble

Hon^ble Court whether he shall make any further or other Answer thereto

(Signed) Narayanan

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

Ranganaydom
Interpreter

J. Stuart Hall
Jn^o Hamilton
} Att^ys for Defend^t

Malabar Answers

Filed the 13th Sept. 1791

The Joinder and Reply of Venkatadry Naig Modookisteuah Pilly Mootoo Moodelly and Venkatachajillay of Madras Inhabitants and Head Masters of Painted Cloth Praters Porters and Churchwardens of the Churches of Darmarajah's situated in Madras Complainants to the Demurrer and Plea of Narrain Pillah's and and Heir of Venkatachillah's Pillah's Deceased and Administrator to the Estate and Effects.

These Complainants for Joinder to the Demurrer and Plea of the said Narrain Pillah's Administrator to the Estate and Effects of the said Venkatachillajilla Deceased say that notwithstanding any thing by the said Defendant Alledged as Cause of Demurrer and Plea these Complainants Bill of Complaint ought not to be Quashed for the many Trifling and Evasive Pleas made use of by the said Defendant in his said Demurrer and Plea in order to set aside the Action commenced against him by these Complainants for these Complainants say that their said Bill of Complaint and the Sundry matters and things therein contained are good and Sufficient in the Law for him to maintain his said Action against the said Defendant wherein that the several Pleas made use of by the said Defendant in his said Demurrer are very weak Evasive and Insufficient to Bar these Complainants said Action and by way of Joinder and Reply thereunto these Complainants say that about Seventy Years ago the then Head Masters of Painted Cloth Praters thought Proper to institute a Charity for which Purpose they Raised a Sum of Money from the said Castes and Built a Church therewith called Darmarajah's but this sum Proving Insufficient to Answer their purpose they Joined with another Caste of Porters and their masters and Consulted with them on the means of Carrying this Charity into Effect Accordingly they Raised another Sum of Money and Built Markits close to the said Church and Appointed Certain persons as Churchwardens thereof who being Unable Attend their business to Attend to the Duties of the said Church they Appointed Collectors to Receive the Rents arising therefrom and Account to them for the same these Complainants further say that on the Deaths Resignation and Resignations of the Head Masters Churchwardens and Collectors of the said Darmarajah's Church others were elected and chosen in their Room until these Complainants were Appointed the Head Masters and Churchwardens as aforesaid and these Complainants therefore say that it is not by any Means Necessary to mention particularly the Names of those Praters and Porters on Account of their being so numerous but these Complainants Assert and will if necessary Prove to the Satisfaction of this Honble Court that they were legally elected and chosen by all those Praters and Porters to be the Head Masters and Churchwardens of the said Darmarajah's Church and the whole Power and Authority are Vested in them to Act Manage and Transact all matters belonging or Appertaining to the said Church and the shops belonging to it in such a Manner as these Complainants might deem most proper and beneficial for the said Church and they are also fully Authorized by the said Praters and Porters to Act as Principals in all matters which may be required without any reference whatever to the said Praters and Porters that by Virtue of the said Power and Authority Vested in these Complainants they have always Acted as principals and never deemed it necessary to bring or mention particularly the Names of the said Praters and Porters in any Cause or

Respected

Dispute whatever and for further Sounder these Complainants to say that the same is well known to the Defendant and the Defendant in Particular cannot have any good cause of Demurring in that ground by reason this having Already filed his Allegations in Support of his Right to Letters of Administration to the Estate and Effects of the said Venca tachilla Pillah Deceased in preference to these Complainants, who opposed the same being Granted Generally without a Renove to these Complainants as Churchs Wardens as aforesaid of their Rights to the Management of the Estate Rights and Credits of the said Churches of Darmaraja Pah as Successors to the Venca tachilla Pillah the former Collector and manager there of as may Appear by reference to the proceedings in the Kings Ordinary of this Honble Court now of Record therein and as to the Defendants Plea these Complainants say that they are not barred by the Statute of Limitations for they say and will if necessary prove to the satisfactions of this Honble Court that they did in the Year One Thousand Seven Hundred and Eighty five One Thousand Seven hundred and Eighty six and One Thousand Seven hundred and Eighty Seven and also in October One Thousand Seven hundred and Ninety frequently require the Defendants said Father Venca tachilla Pillah to come to a Settlement of Accounts and to Pay over what Balance should Appear in his hands to the Respondents as Head Masters and Churchs Wardens during his life time who often put off these Complainants by frivolous Excuses and pretences but never presumed to deny the Right of these Complainants which several Applications of these Complainants do Appear also in the said Proceedings of the Kings Ordinary in this Honble Court in the cause aforesaid between these Complainants and the Defendant Wherefore as the Defendant have shewed a Litigious disposition in the Premises and have filed a Demurrer and Plea with a View of

hampering

hampering these Complainants from their Right of Action these Complainants Pray Judgement of this Honble Court upon their Cause and the pleading already had and that they will be pleased to Decree to these Complainants Payment of the Debt with Interest and Costs as in and by their Bill they have already Prayed and to which these Complainants conceive themselves intitled by force and Reason of the several Statutes expressly enacted and now in force for the discouragement of Dilatory Pleas by the Amendment of the Law and for the better Advancement of Justice.

L. Popham
Attorney for Compts

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of October Anno Dominy 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Amos

Aldermen

Vencatadry Naig Mondookistna Pillay Mootoo Moodelly

and Vencatasa Pillay

Narrain Pillay Administrator of Vencatachella Pillah Deceased

Bill

Bill with Copies of Three Exhibits Marked A B & C Annexed Read
Demurrer and Plea Read
Joinder and Reply Read

The Demurrer and Plea and the Joinder and Reply thereto Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides and the Court having had due Consideration thereon are of Opinion that the Pleas Made Use of by the Defendant in his Demurrer and Plea are insufficient This Court doth therefore think fit to Order and Doth Accordingly Order that the Defendants Demurrer and Plea be thrown out with Costs and that the Defendant be put upon his Answer

A true Extract

Filed 5th Oct. 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Cachaula Chitty of Madras Merchant that Jeromangalam Monroogapah Chitty also of Madras Merchant Stands indebted unto Your Orator in the full and just Sum of Seven hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two hundred and Eighty Pounds as Will more fully and at large Appear by the Copy of the Translation of a Bond or Obligation hereunto Annexed for the Inspection of this Hon^ble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint the Original whereof is in Your Orators Possession and Ready to be produced to this Hon^ble Court when required and Your Orator further Sheweth unto this Hon^ble Court that notwithstanding frequently and in a friendly manner Requested the payment of the said Sum of Seven hundred Star Pagodas

But now so it is and may it please this Hon^ble Court the said Jeromangalam Monroogapah Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the premises Your Orator prays a General Relief such as to this Hon^ble Court shall Appear Agreable to Equity and Good Conscience

To the end therefore that the said Jeromangalam Monroogapah Chitty may upon his Corporal Oath full true Direct and perfect Answer Make to all and Singular the matters and things herein before set forth and Alledged as fully truly and effectually to all Intents and Purposes as if the same were again Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Seven hundred Pagodas with all such Interest as now is or shall hereafter become Due thereon also Costs of this Suit

May

May it Please this Hon^ble Court to Cause the said Veroomangalam Moorogayah Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon^ble Court at a Certain Time and Place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court Shall Seem Meet.

L. Popham
Atty for Complainant

Madras 5th October 1791
This Bill was shewn to me in the Days of Adjournment Let a Summons Issue returnable Next Court Day.
Jos. du Pré Porcher
Mayor

Translation of a Bond Dated 6th June 1791.

I Veroomangalam Moorogayah Chitty of Madras do Give this Bond to Cachaula Chitty son of Chinglerova Chitty of Vayaury East of the same Place That is to Say.

In Consequence of my urgent Occasion I have this day borrowed and Received of You the Sum of 1700 Seven hundred Star Pag^a Current Money of Madras which Sum I do hereby engage to Repay You on demand With all Usual Interest as shall or may become due thereon at the Rate of 9 p^r Ct p^r Annum Indefault of which You are hereby empowered to prosecute me in the Hon^ble the Mayors Court and Receive the Principal and Interest together with the Charges Attending there to Thus I have given this Bond with my free will and Consent Witnesses Mootamboo Chitty and Saravana Chitty by their Knowledge this Bond was

Was drawn by Chinna Vencatawchelom

Witnesses Signed
Mootamby
Saravanan

Signed Veroomangalam Moorogayan
L.S.

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

A True Copy
L. Popham

To Stephen Popham Esq^r One of the Attornies of the Hon^ble the Mayors Court at Madraspatnam or to any other Attorney of the said Court

These are to Desire and Authorize You the Attorney above named or any other Attorney of the said Court to Appear for me Veroomangalam Moorogaya Chitty of Madras Inhabitant to any Suit that May be brought against me by Cachaula Chitty son of Chinglerova Chitty of Madras in the said Court upon any Court Days a Certain Bond for the Just Sum of Seven Hundred Star Pagodas Current Money of Madras Payable on Demand with Interest Expressed in the said Bond bearing even date herewith and thereupon to Confess the Justness of the Debt and to Suffer a Judgement or Decree to pass Against me to be forthwith Entered upon Record for the said Debt Interest and Costs so that Execution may immediately Issue thereupon and for Your so doing this shall be to You or any one of the Attornies of the said Court a sufficient Warrant and Authority in Witness whereof I have hereunto Set my hand and Seal in Madras this 6th Day of June in the Year 1791.

Signed Sealed & Delivered Witness
Stamp Paper is to be had in the Bazar
Mootamby
Saravanan

Signed Veroomangalam Moorogayan
L.S.

A True Translation as near as can be from the Malabar language
Rungnaudom
Interpreter

9 Malabar

Mayor's Court
Madraspatnam

Tuesday the 11. Day of October
Anno Domini 1791

L.S.

Mayor's Court

Present

Josias Du Pre Porcher Esquire Mayor
James Call — Andrew Ross and Henry
Chicheley Michell — Aldermen

Between Cachaula Chitty
of Madras Merchant Complainant
and Seroomangalam Moorongapah
Chitty alias of Madras Merchant
Defendant

The Defendant by his Attorney Mr Peter Walker
being in Court and Acknowledging the Justness of the Complainants
Demand This Court doth therefore think fit to Order and Decree
and doth Accordingly Order and Decree that the Defendant shall
Pay unto the Complainant the full and just Sum of Seven Hundred
Star Pagodas (Star Pagodas 700 ") Together with with all such
Interest as now is or shall hereafter become due thereon until full
Payment is made also all Costs of this Suit.

P Call

Filed the 4th Oct. 1794

In the Honble the Mayor's Court at Madraspatnam

Between Butt Ramaswer Ravedutt Administrator of the Estate and Effects of Soobarey Ravedutt Dec^d Complainant, And Manohardoss Ragunadoss Administrator of the Estate and Effects of Rundoss Vencata dry Deceased, Defendant

The Affidavit of Davoo Dava Butbadra, Bagavan tha Row Ragoonarda Pundetta, And Dava Ramaswer Vencatasa of Madras Inhabitants

The Abovenamed Deponents jointly and Severally Make Oath, Depose and say, that they Know the Complainant and Defendant in the above Cause, and that they also Knew their respective Intestates Butt Soobarey Ravidutt, and Rundoss Vencatadry Deceased, who for some Years had Dealings in Trade together, and that in consequence there of the said Rundoss Vencatadry at the time of his decease stood considerably indebted to the said Butt Soubarey Ravidutt. And these Deponents further make Oath and say that the Paper Writing hereunto Annexed purporting to be an Attested Copy of a Security Bond from the Defendant Manhordoss Ragunadoss and two Persons under the Names or pretended Names of Vittledoss and Goverdendoss, has been explained to them, and that they fully understand the nature of and the reason for which the said Bond was granted, being for the due and proper Administration of the said Estate, And these Deponents further make Oath and say that they have every reason to believe that the said Vittledoss and Goverdendoss are fictitious names, and that no such People are or ever were in existance, these Deponents having made a very strict and diligent enquiry Amongst the Guzzerat People about the circumstance, but have Not been able to trace out or gain any Knowledge respecting them, And these Deponents say that they are further confirmed in their Conjecture of the said Names being fictitious because Vittledoss and Goverdendoss are only single Names, and it is the uniform custom for People of the Guzzerat Cast to subscribe a double Name, either by that of their Father or of some Particular branch of their Family And these Deponents further make Oath and say that Manhordoss Ragunadoss the Defendant in this Cause is not a House Keeper in Madras that his Family do not reside there, nor has he himself any settled place of abode, sometimes living with One Person and then with another And these Deponents further say that from a knowledge of the Defendant and his circumstances they have reason to believe that he will abscond and depart from the Jurisdiction of this Honble Court Upon hearing this Suit has been instituted Against him

Davoo Dava Butbadra
Signed Bagavan tha Row Ragoonarda Ravidutt
Dava Ramasera Vencatasa

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

Ranganaidom
Interpreter

Know all Men by these Presents, that We Manhordass Ran-
gonadadass Vettildass and Goverdendass are jointly and Severally held and firmly
bound unto the Worshipfull Robert Ewing Esquire the present Mayor of
Madrasspatnam or to the Succeeding Mayor or Mayors of the said Town in the
Penal Sum of Ten Thousand Pags / Pags 10,000 / Current Money of Madras, to the true
and Lawfull Payment of which We the said Manhordass Rangonadadass Vettel-
dass and Goverdendass do hereby bind Ourselves, our Heirs, Executors Administrators
and Assigns. In Witness Whereof we have hereunto Set our hands and Seals in
Fort St George this 20th Day of June in the Year of Our Lord, One Thousand Seven
hundred and Eighty Six

The Condition of this Obligation is such that if the
Above bound Manhordass Rangonadadass Administrator of the
Goods Chattles and Credits of Ramdass Deceased shall make or cause
to be made a true and perfect Inventory of all and Singular the
Goods Chattles and Credits of the said Deceased which have or shall
come to the Hands, Possession or Knowledge of him the said Man-
hordass Rangonadadass or to the hands or Possession of any other
Person or Persons for him and the same so made do Exhibit or cause
to be Exhibited into the Mayor's Court of Madrasspatnam or
before the 20th Day of December Next ensuing; and the same Goods
Chattles and Credits of the said Deceased at the time of his Death, or
which at any time after shall come to the hands or Possession of the
said Manhordass Rangonadadass or into the hands or Possession of
any other Person or Persons for him shall well and truely Administer
According to Law and further do make or cause to be made a true and
just Account of his said Administration unto or before the 20th Day of
June which will be in the Year of Our Lord One Thousand Seven
hundred and Eighty Seven And all the Rest and Residue of the
said

Said Goods. Chattles, and Credits which shall be found Remaining upon
The said Administrators Account, the same being first Examined and
Allowed of by the Judges for the time being of the said Court shall deliver
and pay unto such Person or Persons Respectively as shall be lawfully
intitled to such Residue, then this Obligation to be void and of none Effect
or else otherwise to remain in full force and Virtue.

Signed Sealed and Delivered
(Where no Stampt Paper can be had) in
Presence of

L.S.

L.S.

L.S.

True Copy
Jn. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 11th Day of October Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

James Call — Andrew Ross and Henry
Chicheley Michell — Aldermen

Bill Butt Ramaswamy Butt Rameduth Administrator of Butt
Soobroy Rameduth Deceased —
Maharadoss Ragnadoss Administrator of Ramdoss Venkata
dry Deceased. Read and filed this day —
Mr George Chalmer Attorney for the Complainant prays that a Sum-
mons Returnable immediately and a Warrant of Arrest may issue
Against the Defendants Body to hold the Defendant to Special Bail
and in Support of this prayer he prays leave to file the Affidavit of
the Complainant and of Dandoo Davay Butbadra Bagavantha
Row Ragonarda Sundilla and Dava Ramaswar Venkatasa sworn
to in Court this day — Affidavits Read and filed The Court having
taken the same into Consideration it is Ordered that the motion
Made by the Attorney for the Complainant be over ruled and that a
Summons do issue against the Defendant Mr Alderman Ross —
Dessente to the Resolution of the Court as the Complainant does positively
and in every Particular Manner Charge the Defendant in his Capacity
as an Administrator with a Devastavit —

A true Extract —

Filed the 14th Oct 1791

To the Honble the Mayor
Court at Madraspatnam

Between Venkatadry Naig Moodeo
Kistna Pillay Master Modelly and Venca
Tacha Pillay Head Masters of Painted
Cloths Boaters Porters and Church Wardens
of the Church of Darmo Rajah Complainants
and
Narrain Pillah Administrator of Venca
Tachella Pillah Deceased Defendant —

The humble Petition of the above Named Defendant —

Sheweth

That the Complainants Above Named having on or about the
Ninth Day of August last past and in the Present Year of Christ One Thousand
Seven hundred and Ninety One Exhibited and filed their Bill of Complaint
Against Your Petitioner for the Recovery of the Sum of Six hundred and
Sixty Eight Pagodas Thirty Six fanams and fifty One Cash and Your Petit-
ioner having there to Appeared and on the Sixteenth Day of the said Month
of August filed his Demurrer and Plea and the Complainants above Named
Soon afterwards their Rejoinder and Replication the same came on
to be Argued and Determined by and before this Honble Court on the Fourth
Day of the present Month of October when this Honble Court was Pleased to
Order and Did Order Accordingly that Your Petitioners said Demurrer
Should be thrown Out with Costs and that Your Petitioner file an Answer
to the Complainants said Bill of Complaint —

By which said Order of this Honble Court Your Petitioner
does conceive himself Greatly Aggrieved and as this Honble Court
in the premises Without the Power to permit the Appeal —

Your

Your Petitioner in Obedience to the Order of this Hon.ble Court Relative to Appeals from interlocutory Orders humbly prays that Your Petitioner be permitted to Appeal from the said Order of this Hon.ble Court of the fourth day of the present Month of October to the Hon.ble the Court of Appeal and Your Petitioner as in duty Bound will ever pray.

J. Stuart Hall } Att.ys for Pet.r
Jn.o Hamilton }

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th Day of October Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
James Call — Andrew Ross and Henry
Chichley Michell — Aldermen

Venkatadry Naig Moodookristnah Pillay and other
ors
Narrain Pillah Administrator of Venkatachella Pillah Deceased

Petition of the Defendant Read and filed this day Praying leave to Appeal from the Order of this Court of the 4th Instant Ordered that the prayer of the Petition be over ruled.

A true Extract

Filed the 9th Oct.r 1790

To the Hon.ble the Mayor.r Court at Madrasapatanam

Humbly Complaining Sheweth unto this Hon.ble Court Your Oratrix Mary Mills of Madrasapatanam Inhabitant that Sawmy Moodelliar of the same Place Dubash some time under about the Letter end of the Month of May which was in the Year of Our Lord One Thousand Seven Hundred and Ninety came to Your Oratrix he knowing Your Oratrix to be then Possessed of three Silver Salvers hereinafter particularly Mentioned and the said Sawmy Moodelliar having informed Your Oratrix to Lend him the said three Salvers to use at the said Wedding at the same time faithfully Promising that he would as soon as the Ceremonies of the said Wedding were performed Return the said Salvers to Your Oratrix and Your Oratrix Sheweth unto this Hon.ble Court that she did at the particular instance and Request of the said Sawmy Moodelliar Actually Lend him the said three Salvers in full Confidence that he the said Sawmy Moodelliar would faithfully return the same to Your Oratrix but which he has failed to do and Your Oratrix further Sheweth unto this Hon.ble Court that she hath frequently in an Amicable Manner Applied to the said Sawmy Moodelliar to Return the said three Salvers to Your Oratrix or to pay her the Amount thereof in Value being forty Star Pagodas and upwards Making in Sterling Money of Great Britain at and after the rate of Eight Shillings for every Pagoda the Sum of Sixteen Pounds or thereabouts

But now so it is May it Please this Hon.ble Court that the said Sawmy Moodelliar Combining and Confederating with Divers Persons unknown to Your Oratrix and to injure and distress Your Oratrix in this behalf he the said Sawmy Moodelliar has Absolutely Converted the said three Salvers to his own use and Positively refuses to make Your Oratrix any manner of Satisfaction for the same Whereby Your Oratrix shall

That Oppay him the Sums of Sixty Star Pagodas which he the said Sawmy Moodelliar pretends Your Oratrix owes him on Note of hand ppassed to him at a Day now long past whereas Your Oratrix charges and so the truth is that she did on or about the month of September in the present Year of Our Lord One Thousand Seven hundred and Ninety Actually pay off and Discharge all principal Monies and interest which was then due and Owing upon the said Note of hand But Your Oratrix being ignorant of and unaccustomed to Money transactions Neglected to have the said Note of hand Delivered Up to her by the said Sawmy Moodelliar at the time she so paid off the same and the said Sawmy Moodelliar now endeavouring so far Wrongfully to avail himself of the Wrong Which he has done Your Oratrix by wilfully holding the said Note Tho he well Knows he has been paid the Amount thereof and all Interest due thereon ever since to that the Amount thereof is still Due and owing to him by Your Oratrix And makes that ppretext for refusing to deliver up the said three Silver Salvers or to pay Your Oratrix for the same To the End therefore that the said Sawmy Moodelliar May upon his Oath true full pure set and direct Answer Make to all and Singular the Matters and Charges Aforesaid and that as fully and particularly to all Intents and purposes as if the same were herein again Repeated and he thereunto interrogated Paragraph by Paragraph and that the said Sawmy Moodelliar May be Obliged by the Decree of this Hon^ble Court to pay unto Your Oratrix the said Sum of Forty Star Pagodas together with all such Costs and expences as she shall Sustain and Oby just to in the Recovery thereof And that the said Note of hand may be brought into Court and Delivered up Cancelled to Your Oratrix And that Your Oratrix may be further and otherwise relieved in the premises According to Equity and Good Conscience And as the Nature Merits and Circumstances of this Your Oratrixes case shall Require

May it Please this Hon^ble Court to cause the said Sawmy Moodelliar to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and Appear before this Hon^ble Court at a certain Time and place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this Your Oratrixes Bill of Complaint and further to, stand to, and abide by and perform such Order and Decree therein as to this Hon^ble Court shall seem Meet

John White Attorney for the Complainant

Fort Saint George the 9th day of October 1790

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

Ja^s Call Mayor

Filed the 18th Feb^y 1791

In the Hon^ble the Mayor's Court at Madraspatnam

Between Mary Mills of Madras Inhabitant Complainant

and

Sawmy Moodelliar of the same Place Inhabitant Defendant

John White Att^y for the Complainant

Mary Mills of Madraspatnam the Complainant Above Named Maketh Oath and Saith that Sawmy Moodelliar Above Named Above Named has Possessed himself of three Silver Salvers belonging to this Deponent of the Value of Forty Star Pagodas and has Converted and Disposed of them to his own use and this Deponent Saith

Saith That the said Defendant Doth Refuse to deliver up the said Three Silver Salvers to this Deponent Although this Deponent hath Demanded the Same.

Mary Mills

Sworn before me this 18th day of February 1791

P. Daly. Alde

Filed the 23d November 1790

The Answer of Sawmy Mondelliar of Madras Inhabitant Defendant to the Bill of Complaint of Mary Mills of the Same Place Inhabitant Complainant.

This Defendant Now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties insufficiencies and imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised is Material or necessary for him to make Answer unto he this Defendant Answereth and Saith that he denies that he is indebted unto the Complainant in the sum of forty Pagodas and upwards by the Complainant said to be the Amount of three Silver Salvers and by her pretended to have been lent to this Defendant or in any Sum or Sums of Money whatever but and the contrary this Defendant saith that the Complainant stands justly and truly indebted unto this Defendant in the Sum of Eighty Eight Pagodas Thirty five Fanams and Twenty Cash as by the Balance of an Account Current whereof a Copy is hereunto Annexed and prayed to be taken as part of this his Answer and for the Recovery of which Sum of Eighty Eighty Pagodas Thirty five Fanams Twenty Cash this Defendant is about to File his Cross Bill in this Honble Court against the Complainant And this Defendant further Answering Saith That he was formerly and for upwards of twenty Six Years a Dubash to George Smith Late of Fort Saint George Esquire and Lieutenant Colonel in the Service of the Honble East India Company but now of Great Britain or elsewhere that on the said George Smith leaving India he did in Reward for the long and faithful Service of this Defendant allow this Defendant a pension of two Pagodas per Month and did direct the Complainant to pay the same out of certain Sums belonging to him the said George Smith and left under the care and Management of the Complainant And this Defendant saith That the Complainant did accordingly pay unto this Defendant the said Sum of Two Pagodas per Month and did continue to pay the same until the Months of February One thousand Seven hundred and Eighty Seven when the Complainant under Various Pretences did prevail on this Defendant to permit her to Withhold the payment to him of the said Sum of two Pagodas per Month and this Defendant in consequence thereof did Not make any Application to the Complainant on Account of the said Sum of two Pagodas per Months until the Months of December following When this Defendant did again Apply to the Complainant for payment thereof together with the Balance that had grown due thereon but the Complainant instead of complying therewith did Plead Poverty and Distress and did request this Defendant to lend her the Sum of Sixty Pagodas which this Defendant not being himself possessed of did raise the said Sum of Sixty Pagodas upon Credit and did Advance and lend the same to the Complainant who did grant her Note of hand for payment Payment thereof on a day therein Specified and which she may more fully Appear by a Copy of the said Note of hand hereunto Annexed and prayed to

to be taken as part of this Defendants Answer the Original whereof is in
this Defendants possession and ready to be produced when required and this
Defendant saith that at the same time the Complainant did faithfully
promise that he would pay unto this Defendant the Arrears of Pension due
unto this Defendant as aforesaid And this Defendant says that some time
on or about the Month of January and in the Year of Christ One Thousand
Seven hundred and Eighty Nine the Complainant did pay unto this Defendt
the Sum of Sixty two Pagodas but this Defendant particularly denies that
the same was in full Discharge of the said Note of hand but in discharge
of the said Arrears so due as aforesaid to this Defendant at the time so
Expressly declared by the Complainant and which Arrears did then
Amount to the sum of forty four Pagodas and the remainder towit the
Sum of Eighteen Pagodas in part Discharge of the said Note of hand and
this Defendant in his said Account Current hereinbefore referred to has
Credited the Complainant Accordingly this Defendant further Answering
Says that sometime in the present Year of Christ One Thousand Seven hundred
and Ninety this Defendant did Apply to the Complainant for the payment
of the sum of Forty two Pagodas the Balance due by the Complainant on her
said Note of hand whereupon the Complainant did plead her inability
so to do, but did offer to this Defendant the said three Salvers in Order to
enable him to raise a Sum thereon by Mortgaging the same and not
for the sum of a Wedding as is erroniously and unjustly stated by the
Complainant in her said Bill and this Defendant saith that he
did upon such Conditions and for such purposes and no other whatever
receive the said three Salvers from the Complainant and did in consequence
Mortgage or Pledge the same and did thereon raise with much
Difficulty the sum of Twenty Pagodas And this Defendant says that so
far from converting the said Salvers to his own use or refusing to deliver
up

the same to the Complainant as is untruly charged in her said Bill
he has in the first Instance done no more than by the Complainant
Urged to do and in the second Instance he is ready to deliver up the said three Salvers
to the Complainant on her discharging the Amount for which they had at her
Desire been Mortgaged or Pledged as aforesaid and on payment of the Balance
due to this Defendant as hereinbefore particularly Set forth

All which Matters and things this Defendant is ready and
Willing to aver Maintain and prove as this Honble Court shall direct and
humbly prays to be hence dismissed with his reasonable Costs and Charges
in this behalf Most Wrongfully Sustained

(Signed) Sawmy

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

Ranganaudom
Interpreter

J. Stuart Hall
Atty for Defendt

Dr. — Mr. Mary Mills in Account Current With Sammy Moodeliar — Cr.

	To mi. Pension from the 1st August 1786 to the 30th November 1790. being 4. Years 4 Months at 2 Pagodas p Month as p Order of Col. George Smith to You	104	"	"	1787 Feby 4	"	By Cash	14	"	"
	To a Gun Lagully Trunk sold You	3	22	40	1789 Janry 2	"	By Ditto for 1 Year 10 Months pension from 1st March 1787 to 31st December 1788 at 2 Pag p Month	44	"	"
	To a Black Stone Mortar	1	11	20			By Balance in your Credit for your Note of Hand	18	"	"
1787 Dec. 20	To the Amount of Your Note of hand of this date	60	"	"	1790 Nov. 10	"	By Interest on 88 Pagodas 18 m from 2 Jan. 87 to this day being 3 Year 10 Months and 8 Days at 12 p Cent Per Annum	4	30	"
1790 Nov. 10	To Interest on Ditto to this day being 2 Years 10 Months and 10 Days at 12 p Cent	20	31	40			By Cash Recd on Mortgage of Your House Silver Salvers	20	"	"
	Pagodas	189	20	20			By Balance	88	35	20
							Pagodas	189	20	20

Fort Saint George
November 10th 1790

Errors Excepted p Sammy

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

Ranganaedoom
Interpreter

(A true Copy)
Stuart Hall
Atty for Defendt

Malabar Answer

The Honble Richard Clarke Esqr Second in Council &c &c &c of Fort Pagodas Province Dakshin Malabar for which Place appointed &c &c &c

To all to whom these Presents shall come Greeting

In Pagodas Court from the 20th day of December 1787

Witness my hand

This 20th day of December 1787

Mary Mills

Witness

Stuart Hall

Atty for Deft

103

Filed 15th Feby 1791

The Replication of

Mary Mills of Madras Inhabitant
Complainant to the Answer of Lawrey
Mordaly of the same Place Inhabitant
Defendant

This Repliant Now and at all times hereafter Saving and
Reserving unto herself all and all manner of Benefit and Advantage of
Exception which can or may be had or taken to the many Errors uncertainties
Uncertainties and Imperfections in the Defendants said Answer contained
for Replication thereunto Saith That all and Singular the Matters and
things in the said Bill of Complaint contained are just true certain and
and Sufficient in the Law to be Answered unto in such Manner and form
as the same are therein And thereby Alledged and Set forth and that the Answer
of the Defendant is Very untrue Evasive uncertain and insufficient in the law
To be Replied unto and this Repliant for further Replication to the Answer of
the said Defendant Saith That the said Defendant is and stands Justly
and truly indebted to this Repliant in the Sum of Forty Pagodas and
Upwards in Manner and form as in this Repliants said Bill of Complaint
is Already Set forth and mentioned and this Repliant further Saith That
She is not indebted to the said Defendant in any Sum of Money Whatever
and that the Claim set up by the said Defendant in his said Answer has no
foundation in truth and that the same is a mere Pretext and this Repliant
Saith That Lieutenant Colonel George Smith Dec'd the said Defendants Answer
Mentioned never did to this Repliants knowledge or belief Allow the
said Defendant any Pension Whatever and this Repliant Positively
Saith That the said Lieutenant Colonel George Smith Never did Direct
this Repliant to pay or Allow the said Defendant a Monthly pension
of two Pagodas or of any other sum of Money Whatever and this Repliant

Saith

Saith that until the said Defendant had filed his said Answer she never did hear of his being or Pretending to be a pensioner And this Replicant saith she Never paid nor was the said Defendant entitled to demand or receive from this Replicant any sum of Money whatever upon any such Account, and this Replicant saith that the said Defendant in asserting that this Replicant paid him and continued to pay him such pretended Monthly Allowance of Two Pagodas until the Month of February Which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven has asserted that as a fact which Never Existed and this Replicant saith that she never did under Various or Any Pretence or pretences Whatever or at all procure or Solicit the Defendt to permit this Replicant to withhold the payment of what the said Defendt by his said Answer calls his Monthly Allowance for this Replicant saith the said Defendant had no such Claim upon this Replicant nor did he ever make any such claim until this Replicant was impelled by Necessity to institute her present suit Against the said Defendant in this Honble Court for the Recovery of the Value of her three Silver Salvers which the said Defendant has Converted to his own use in open Violation of the Confidence which this Replicant Placed in the said Defendant at the time when she sent him the same as in this Replicants Bill of Complaint is more Particularly Mentioned and Set forth and this Replicant saith she never did plead poverty or distress as an excuse for not paying the said Defendant the said Pretended pension or Monthly Allowance for this Replicant saith the said Defendant never was entitled to have or receive from the hands of this Replicant any such Allowance but this Replicant Admits that she this Replicant being Much distressed and embarrassed in her circumstances Applied to the said Defendant to lend her the sum of Sixty Pagodas Which the said Defendant Accordingly did to Secure the repayment Whereof this Replicant executed unto the said Defendt

the

the Note of hand in this Replicants Bill of Complaint & in the said Defendts Answer particularly Mentioned but this Replicant Positively saith that She did not at the time when the said Defendant so lent her the said Sixty Pagodas faithfully or at all promise that she would pay unto the said Defendant the arrears of pension which in and by the said Defendants Answer are so pretended to have been due and Owing unto him by this Replicant and this Replicant saith that the sums of Money which the said Defendant by his said Answer Acknowledges to have been paid to him by this Replicant were paid to him in discharge of this Replicants said Note of hand and of the Trunk and Stone Mortar Mentioned in the Account Current Annexed to the said Defendants Answer and this Replicant saith that the few Surplus Pagodas which are credited in the said Account and that remained after Satisfying the said Note of hand and paying for the said Trunk and Mortar were Given to the said Defendant for trivial Services which she rendered this Replicant about the House and this Replicant saith that the said Defendant by Placing in the said Account Current the Sums of Fourteen Pagodas and of Forty four Pagodas therein Mentioned to the Credit of this Replicant as if the same had been paid by this Replicant to the said Defendant on Account of the said pretended Pension has done that which he was no Ways Warranted to do for this Replicant Positively saith that the said Monies were paid in part Discharge of the said Note of hand this Replicant further saith that the said Note of hand was paid off and discharged at the time when the said Defendant by his said Answer pretends that he Applied to this Replicant for the payment thereof and this Replicant saith that she did not lend the Defendant the said Salvers for the purpose of raising a Sum of Money thereon by Mortgage or otherways for this Replicant saith that she was not then indebted to the said Defendant in any Sum whatever and this Replicant saith that if she had thought or imagined that the said

Defendant

Defendant then had the fraudulent scheme of Pledging the said Salvers in Contemplation she Would Never have entrusted the said Defendant therewith and this Repliant saith that it was at the pressing entreaty of the said Defendant and upon his representing to this Repliant that he Wanted the said Salvers for the Purpose of serving them at a certain Wedding or Ceremony that was to be performed at his House that this Repliant lent him the said Salvers and for no other Use intent or purpose Whatever and this Repliant saith that she knows not other Wise than from the said Defendants bare Assertions whether the said Defendant did or did not with Difficulty or otherwise raise a Sum of Twenty Pagodas on a Mortgage of the said Salvers but this Repliant saith that if the said Defendant did so raise the said Sum of Twenty Pagodas he did that which he had no right Power or Authority whatever to do And this Repliant saith that the said Defendant by refusing to deliver up the said Salvers has Converted them to his own Use and is therefore bound to pay this Repliant the Value thereof being Forty Pagodas and upwards.

All Which Matters and things this Repliant is Ready and Willing to aver Maintain and Prove as this Honble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath Already prayed.

John White Attorney for
the Complainant

Filed the 15th March 1791

The Amended Rejoinder of Lawry Mordaly of Madras Inhabitant Defendant to the Replication of Mary Mills of the same Place Inhabitant Complainant

This Defendant Now and at all times hereafter saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Many Errors uncertainties and Insufficiencies in the Repliants said Replication contained for Rejoinder thereunto Saith that the Answer of this Defendant is true certain and sufficient in the Law to be replied unto in such manner and form as the same are therein Alledged and Expressed and this Defendant Saith that the said Replication of the Complainant is uncertain and insufficient in the Law to be rejoined unto by this Defendant for divers Reasons and Imperfections therein Contained. And this Defendant for further Rejoinder Saith that he does not Stand indebted unto the Repliant in any Sum or Sums of Money whatever and Notwithstanding any thing to the Contrary in the Repliants said Replication contained this Defendt Saith that the Repliant stands justly and truly indebted unto this Defendant in the Sum of Eighty eight Pagodas Thirty five Fanams and Twenty Cash in manner and form and for and by reason of the premisses aforesaid and by this Defendants Answer the same is Stated and set forth And this Defendant Says that the Repliant well Knows and so this Defendant Expects the Truth to be All Which this Defendant is ready to aver and by his said Replication he pretends to be Ignorant Thereof that Lieutenant Colonel George Smith in this Defendants said Answer and in the said Replication of the Repliant named did allow a pension of Two Pagodas per Month to this Defendant and did direct the Repliant to pay the same and Which this Defendant Says is fully established by a Letter from the

said

Said George Smith in the proper hand Writing of him the said George Smith Addressed to this Defendant now in this Court in View and Ready to be produced When required a Copy Whereof is hereunto Annexed for the Inspection of this Honble Court for the said George Smith therein Requires to Know from this Defendant if the Replicant has continued this Defendant to said Pension in the Words following to wit Tell me Know if She has said Pension every Month what I desired" And this Defendant further Says that Such Pension was by the said George Smith so granted to this Defendant as aforesaid for and in consideration of the Faithful Services to him rendered by this Defendant during a Service of Upwards of twenty eight Years in which this Defendant Attended the fortunes of his Master the said George Smith and Shared with all his hardships Sieges and Dangers at the Siege of Manilla and in the Different Wars on the Coast of Coromandel and this Defendant Asserts as in and by his said Answer he has Already Asserted that the Replicant did pay and continue for Some Months after the departure of the said George Smith for Europe as Set forth in this Defendants said Answer to pay unto this Defendant the Pension aforesaid and did then afterwards Solicit and prevail on this Defendant to permit her the Replicant to withhold the further payment of the said Pension for a time under various pretences as in this Defendant said Answer is Set forth and thereupon this Defendant Says that the Assertion in the Replicants said Replication Contained that this Defendant never did Set up any claim to the Pension aforesaid until the commencement of the Replicants present Suit is without foundation in Truth and so the Replicant well Knows the same to be and this Defendant Says he denies the Violation of confidence with which the Replicant charges him upon Account of the Plate Silver Salvers and Says the same were delivered to him for the express Intents and purpose as in this said Answer he has fully and particularly stated the Fact to be and this Defendant Says Notwithstanding the Assertion of the Replicant to the contrary that at the time of Granting the Note of hand copy whereof is to this Defendant said Answer annexed the Replicant Did faithfully promise to pay off and discharge unto this Defendant to the Arrears of his Pension as aforesaid then due and this Defendant Denies that the Money received by him from the Replicant was received for any other Intent or to any other purpose than as Set forth in this Defendants said Answer and further denies that she did ever receive any gratuity or other reward as the same is pretended by the Replicant for Occasional or other Services performed by this Defendant and this Defendant further Says that if the Sums by him received from the Replicant had been in discharge of the Note of hand by her the Replicant granted to this Defendant as aforesaid as in and by her said Replication she has Asserted the fact to be the said Note would have been delivered up to the Replt but Notwithstanding her pretended Ignorance of Money Transactions as Set forth in her said Bill of Complaint but which She has not thought proper to insist upon in her said Replication and this Defendant Says that in giving Credit to the Replicant for Sums received from her and Account of his this Defendant Pension she did so upon the most Warrantable ground because this Defendant Says the same were Actually paid to him by the Replicant for that express purpose and this Defendant Says Notwithstanding the Assertions of the Replicant to the contrary that the said Plate Silver Salvers were by the Replicant delivered to this Defendant for the purpose of raising Money thereon to be Applied in part discharge of this Demandant as in this this Defendants said Answer is Particularly Set forth and not on Account of a Wedding as the Replicant would insinuate contrary as She well Knows to the Real Matter of Fact and this Defendant Says that the Replicant in her Conscience well Knows that this Defendant did raise on the said Salvers the Sum of Money in the Account Current to this Defendants said Answer Annexed Stated and that he was by her fully empowered and Authorized to do And lastly this Defendant by way of further Rejoinder Says that the

the payment of the Pension aforesaid to him by the Replicant is not an Act of favor but an Act of Obligation & that the Replicant having Obtained from the said George Smith Ample Funds for that purpose together with others which the the said George Smith did leave for the Affluent maintainance of the Replicant Who in common with this Defendant is a Pensioner of the said George Smith and thereupon this Defendant Says it is Iniquitous and unjust in the Replicant to Attempt to deprive him this Defendant of that Support Which he Stands Commended in and for in his Old age and which the generous bounty of an Indulgent Master had Granted him.

All Which Matters And things this Defendant is ready and Willing to Aver maintain and prove in Such Manner and form as this Honble Court Shall Direct and therefore Most humbly Prays as in and by his Said Amended Answer he has Already Prayed.

J. Stuart Hall
Jn.o Hamilton
Solrs for Defendt

To Sammey
Col. Smithe Dubash
at Madras

Sammey

I hope in about Eighteen Months more to be leaving England to return to Madras but I shall leave an other House keeper to look out for when I come back for I hear that Mrs Mills is living with Capt.n Godfrey which I think is Using me Very Ill I have Received Two or three letters from her but She writes as if She never had any thing to say to any Man Since I left her, I shall be glad if You will let me know all

All about it, and let me know if She has paid You every Month what I desired let no One See this letter, & Direct Same under Cover to Messrs Marsh & Creed. Norfolk Street London.

Norfolk Street Strand
London April the 5.th 1788

Sammey
Yr Very Good friend
Geo: Smith

Witness Copy
J. Stuart Hall
Jn.o Hamilton
Solrs for Defendt

Interrogatories to be Administered to Witnesses to be Produced Sworn and Examined in a Certain Cause Depending in the Honble the Mayors Court at Madras Between Mary Mills of Madras Inhabitant is Complainant and Sammy Modelliyar of the same place Inhabitant is Defendant.

On the Part and Behalf of the Complainant as follows

First Interrogatory to all the Witnesses — Do You know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and Which of them and how long have You known them or either and Which of them Respectively Set forth and According to the best of Your knowledge Remembrance and belief herein fully and at large Declare

Second Interrogatory To Magdalane & Ann Leopold — Were You Present when the Defendant in the Title of these Interrogatories Named Requested the Complainant in the Title

Title of these Interrogatories Named to let him the said Defendant have three Silver Salvers, if Yea did or did not the said Complainant thereupon deliver Over to the said Defendant Three Silver Salvers, did You then understand, or believe, or do You now believe, that the said Three Silver Salver were given Given to the said Defendant to raise a Sum of Money by Pledging the said Salvers did the said defendant at the time when he received the said Salvers, Mention the purpose or the use for which he wanted the said Three Salvers, If Yea set forth the same And the truth therein According to the best of Your Knowledge, Remembrance and belief fully and at Large Declare With the Causes and Reasons of such Your Knowledge and belief

Third Interrogatory } Did You at any time and When, and where as You
Perry Tenby & Maria Tebia } best recollect see the Complainant in the Title of these
Interrogatories Named pay to the Defendant in the Title of these
Interrogatories Also Named A certain Sum of Money if Yea what
Was the Amount there of Do You know upon what Account the said
Monies Were so paid If Yea mention the Same, and the conversation
that passed thereupon between the Complainant and the said Defendant
Set forth therein According to the best of Your knowledge, Remembrance and
belief and the truth fully and at Large declare, With the Causes and Reasons
of such Your knowledge and belief

Fourth Interrogatory } Do You know or have You ever heard that the Complainant
to } in the Title of these Interrogatories Named had executed or Given her
Ann Leopold } Note of hand to the Defendant in the Title of these Interrogatories Named
Do You know what the Amount of the said Note of hand if Yea mention
the same And did You or did You not ever hear the said Defendant say or
Acknowledge that he was paid the Amount of the said Note of hand
If Yea Do You believe the said Defendant Would have so said or Acknowledged
if he had not been paid the Amount of the said Note of hand Set forth
According

According to the best of Your knowledge Remembrance and belief and the truth
herein fully and at Large Declare With the Causes and Reasons of such Your
Knowledge and belief

Fifth Interrogatory } Did You at any time and When as You best recollect
Lavina } hear the Defendant in the Title of these Interrogatories Named say that the
Complainant in the Title of these Interrogatories Was indebted to the said
Defendant, or that she owed him Money on her Note of hand If Yea did
You at any other time and When hear the said Defendant say or declare
that the said Complainant had paid or Satisfied him the said Defendant
or did You hear the said Defendant Make any other and What expres-
sions or Declarations in that respect Do You believe that the said Defendant
Would have said that the Complainant had paid him if she had not
Actually done so Set forth According to the best of Your knowledge and
belief and the truth herein fully and at Large Declare

Last Interrogatory } Do You know of any other Matter or Thing or have
You heard or can You say any thing touching the Matters in Question in
this Cause that may tend to the benefit and Advantage of the Complainant
in this Cause Besides what You have been interrogated unto If Yea
Declare the same fully and at Large as if You had been particularly
interrogated thereto

John White Attorney for the
Complainant

Mayor's Court at Madrasapatanam

Between Mary Mills of Madras Inhabitant Complainant and Lawmy Moodelliar of the same Place Inhabitant Defendant

On the Part of the Complainant

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

Magdalane Nurse of Madras Aged forty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenty fifth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casavalemy Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth

1st to ---------- To the first Interrogatory this Deponent saith that she doth know the Complainant Mary Mills in this Cause and that she hath so known her Sixteen Years or thereabouts and that she doth know the Defendant Lawmy Moodelliar in this Cause and that she hath so known him Ten or twelve Years And she saith Not to this first Interrogatory

2d ---------- To the Second Interrogatory this Deponent saith that she was present When the Defendant Requested the Complainant to let him the said Defendant have three Silver Salvers And saith that the said Complainant did thereupon Deliver over to the said Defendant three Silver Salvers & saith she did not then understand or believe nor does she now believe that the said three Silver Salvers were given to the to the said Defendant to Raise a Sum of Money by Pledging the said Salvers And saith that the Defendant did at the time when he Received the said Salvers mention the

The purpose or the use for which he wanted the said three Salvers And this Deponent further saith that the Defendant did come to the House of the Complainant & earnestly Requested her to lend him the before mentioned three Silver Salvers for the use and purpose of Serving Betts at the Celebration of this marriage of the Defendants Son Named Chokka Lingum And More she saith not to this or to the last Interrogatory

Mark
The X of
Magdalane

Benjamin Bransfill
Exr

Mayor's Court at Madrasapatanam

Between Mary Mills of Madras Inhabitant Complainant and Lawmy Moodelliar of the same Place Inhabitant Defendant

On the Part of the Complainant

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

Ann Leopold Inhabitant of Madras Aged Seventeen Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant Was on the Twenty Seventh Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casavalemy Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth

1st to ---------- To the first Interrogatory this Deponent saith that she doth know the Complainant Mary Mills in this Cause and that she hath so known her from her this Deponents Infancy and that she doth know the Defendant Lawmy Moodelliar in this Cause and that she hath

Mayors Court at Madraspatnam } Between Mary Mills of Madras Inhabitant Complainant and Lawrey Mo-
dellear of the same Place Inhabitant Defendt
On the Part of the Complainant

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

Perry Tombs Second Dubash of Madras Aged twenty three Years or there-
abouts being produced as a Witness in this Cause On the Part of the Complainant
Sworn the twenty fifth Day of April One Thousand Seven hundred and Ninety
One Signified at the Office of Messrs Hall and Hamilton who are Attornies for
the Defendant by Casavalumy Servant who also left them a Note of the Name & Title
and Place of Abode of the said Deponent and afterwards on the same Day being
Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent Saith, that he doth know the
Complainant Mary Mills in this Cause, and that he hath so known
her twelve Years or thereabouts And that he doth know the Defendt
Sawrey Modellear in this Cause, and that he hath so known him
ten Years or thereabouts And more he saith not to this first Interrogy

2d To the third Interrogatory this Deponent saith, he did see the
Complainant in the Title of these Interrogatories named pay to
the Defendant a certain Sum of Money about a Year ago at the House
of the Compl.t but does not know the Amount This Deponent also
Saith that the said Monies were so paid to discharge the debt due
to the Defendant by the Complainant And further saith that the
Conversation that passed between One Mariatcha the said Defendt
to the best of his this Deponent knowledge and Remembrance was

that

that the said Mariatcha asked the Defendant if she had Received the
full amount of the Debt due to him to which the Defendant Answered
that she had Received it And more she saith not to this or to the last
Interrogatory

Cudalore

Benjamin Bransfill
Exd

Mayor's Court
Madraspatanam

Between Mary Mills of Madras Inhabitant Complainant and Lawney Mordelliar of the same Place Inhabitant Defendant

On the Part of the Complainant

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

Manatcha Nurse of Madras Aged Sixty Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the twenty fifth Day of April One Thousand Seven Hundred and Ninety One Qualified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casavahmy Servant to who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follows viz.

1st ——— To the first Interrogatory this Deponent Saith, that she doth know the Complainant Mary Mills in this Cause, and that she hath so known her from her the Complainants Infancy and that she Doth know the Defendant Lawney Mordelliar in this Cause, and that she hath so known him twenty Years or thereabouts And More she saith not to this first Interrogatory

2d ——— To the 2d Interrogatory this Deponent Saith, she did see the Complt in the Title of these Interrogatories Named pay to the Defendant a Certain Sum of Money about two Years Ago at the Habitation of the Compt And saith that the amount thereof was Sixty Pags together with the Interest Due thereon This Deponent saith that the said Monies were paid on Account of Liquidating the Debt due to the Defendant by the Complainant and Saith that she this Deponent asked the Defendant if he had Received the full amount of the Debt due to him by the Complainant and the Interest due thereon, to which he replied in the affirmative, and expressed Much satisfaction upon the receipt of the same And more she saith not to this or to the last Interrogatory

Benjamin Bransfill
Exd

Mark
Her + of
Mariatcha

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatanam wherein Mary Mills of Madraspatanam Inhabitant is Complainant and Lawney Mordeliar of the same Place Dubashee Defendant

On the part and behalf of the above Named Defendant

To all the Witnesses

1st Do You or do You not know the parties Complainant and Defendant in the Title of these Interrogatories Named If Yea how Long have You so known them or either and which of them Declare

2d Were You or were You not present some time in the Month of July and Year of Christ One Thousand Seven hundred and Eighty

Eighty Six or at some other and what Time previous to the Departure of Colonel George Smith to England when he the said Colonel George Smith did Order the Complainant in the Title of these Interrogatories Named to pay the Defendant some certain and what pension or Monthly Allowance until he the said George Smith should return to India or until some other and what period, And did or did not the Complainant promise she would pay such pension or Monthly Allowance

Jo Sabina 3. Do You or do You not know that the Complainant in the Title of these Interrogatories named After the Departure of Colonel George Smith for England did or did not pay some and what Monthly Allowance to the Defendant in the Title of these Interrogatories named If Yea say to What Account and what Sum was so paid to the Defendant declare as You know and believe with the Reasons of such Your belief

William Balfour 4th Are You or are You not Acquainted with George Smith Now or late a Lieutenant Colonel in the Service of the United Company of Merchants of England under their presidency of Fort Saint George Have You or have You not seen him write and have You or have You not received Letters from him and are You or are You not thereby Acquainted With the Manner of his hand Writing If Yea look at the Exhibit Now Produced and shewn to You at this the time of Your Examination Marked With the Letter A and set forth whether the same and the Name set and subscribed thereto be or not of the proper hand Writing of the said George Smith

Last Interrogatory Do You know of any other Matter Cause or Thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendant in this Cause and not the Title of these Interrogatories Named If Yea set forth the same as You know have heard or do believe with the Reasons for such Your belief in the same manner and as fully and especially as if You had been thereunto particularly interrogated and the whole truth declare

J. Stuart Hall
Jno. Hamilton
Att.ys for Defendant

Sammy

I hope in about Eighteen Months more to be leaving England to return to Madras, but I shall have an other House keeper to look out for when I come back, for I hear Miss Mills is living with the Capt.n God grey which I think is using me very ill. I have received two or three Letters from her but she Writes as if she never had any thing to say to any manner since I left her, I shall be glad if You will let me know all about it, and let me know if she has paid You every month what I desired, let no One see this letter & direct for Mr. Alexander Cowie to Miss.rs Marsh and Creed Norfolk Street London

Norfolk Street, Strand
London April the 5th 1788

Jermain Lawrence
Yr. Very good friend
Geo: Smith

This Exhibit Marked A was shewn to Mr. William Balfour at the time of his Examination before me On the Part of the Defendant in a certain Cause now depending In the Hon.ble the Mayors Court at Madras wherein the said Mary Mills is Compt.t and Sawney Mordellear is Defendant was on the 28th Day of April Anno

Anno Dominii 1791.

Benjamin Bransfill
Esq.r

Mayor's Court at Madraspatnam } Between Mary Mills of Madraspatnam Inhabitant Complainant and Lawney Moodelliar of the same place Dubash Defendant.

On the Part of the Defendant.

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

Appoo Moodelly Dubash of Madras Aged thirty four Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the twenty eighth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. John White Solr. who is Attorney for the Complainant by Casawabuny Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth.

1st to the first Interrogatory this Deponent saith, that he doth know the Complainant Mary Mills in this Cause, and that he hath so known her Six Years or thereabouts. And that he doth know the Defendant Lawney Moodelliar in this Cause, and that he hath so known him known Years or thereabouts. And more he saith Dont to this first Interrogatory.

2d to the second Interrogatory this Deponent Saith, he was present sometime in the Months of July and in the Year of Christ One Thousand Seven hundred and eighty Six previous to the Departure of Colonel George Smith to England

When

When he the said Colonel George Smith did Order the Complainant in the Title of these Interrogatories Named to pay the Defendant a person or Monthly Allowance of Two Pagodas until he the said George Smith should return to Judia. This Deponent further saith that the Complainant did promise she would pay such Pension or Monthly Allowance to the Defendant Which she did Accordingly for a certain Space of time. And more he Saith not to this or to the last Interrogatory.

Benjamin Bransfill

Mayor's Court at Madraspatnam } Between Mary Mills of Madraspatnam Inhabitant Complainant and Lawney Moodelliar of the same place Dubash Defendant.

On the Part of the Defendant.

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

Sabina Nurse of Madras Aged Eighteen Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the twenty fifth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. John White Whose Attorney for the Complainant by Casawabuny Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth.

1st to the first Interrogatory this Deponent saith, that she doth know the Complainant Mary Mills in this Cause, and that she hath so known her from her this Deponents Infancy. And that she doth know the Defendant

Defendant Sawmy Modelliar in this Cause and that she hath so known him from her this Deponents Infancy And more she saith Not to this first Interrogatory

3d ——— To the third Interrogatory this Deponent saith that she doth know that the Complainant in the title of these Interrogatories named did after the departure of Colonel George Smith for England pay to the Defendant a Monthly Allowance was paid by the Complainant to the Defendant on Account of an Order given for that purpose by the aforementioned Colonel George Smith And more she saith Not to this or to the last Interrogatory

Benjamin Bransfill
Exr

Mark
The + of
Sabina

Mayor's Court at Madraspatnam

Between Mary Mills of Madraspatnam Inhabitant Complainant and Sawmy Modelliar of the same Place Dubash Defendant

On the Part of the Defendant

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

Mr William Balfour a Senior Merchant in the Service of the Honble East India Company Aged Thirty Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Twenty eighth Day of April One Thousand Seven hundred and Ninety One Sworn at the Office of Mr John Whitelaw his Attorney for the Complainant by Casawah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainant Mary Mills in this Cause and that he hath so known her Seven Years or thereabouts but that he does not know the Defendant Sawmy Modelliar in this Cause And more he saith Not to this first Interrogatory

4th ——— To the fourth Interrogatory this Deponent saith He is acquainted with George Smith now or late a Lieut Colonel in the Service of the united Company of Merchants of England under their Presidency of Fort Saint George And saith he has seen him Write also that he has received Letters from him and further saith he is Acquainted with the Manner of his hand Writing this Deponent has so received in Exhibit now produced and shewn to him at this the time of his Examination and Marked with the Letter A and saith the same and the Name set and Subscribed thereto is the proper hand Writing of the said George Smith And more he saith Not to this or to the Last Interrogatory

Benjamin Bransfill
Exr

Wm Balfour

Mayor's Court at Madraspatnam } { Saturday the 15th Day of October Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
William Webb — Andrew Ross
and
James Daly — Aldermen

Mayor's Court

Between Mary Mills of Madraspatnam Inhabitant Complainant and Lawrey Mordellier of the same Place Dubash 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 Affidavit, the Defendants Answer with Copy of an Account Current Annexed, the Replication, the Amended Rejoinder with Copy of a Letter Annexed, the Interrogatories and Depositions on the Part of the Complainant, the Interrogatories and Depositions on the part of the Defendant with an Exhibit Marked A Annexed On Hearing the Readings made Thereof by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree, and doth Accordingly Order and Decree that the Complainants Bill do Stand Dismissed with Costs.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th day of October Anno Domini 1791

Present

Josias Du Pre Porcher Esqr. Mayor
James Call — Andrew Ross &
Hy Chz Michell — Aldermen

Andrew Hennemeaw by his Attorney Joseph Pedro D'Mello

Patricio Suares

Mr Stephen Popham Attorney for the Defendant Prays leave to Decline Acting his Client Not having furnished him with further Money for Instructions — Ordered Accordingly — unless Cause be Shewn to the Contrary by Next Court Day and it is further Ordered that the Attorney do furnish his Client With a Copy of this Minutes of Which he Servicd Affidavit is to be Made.

A true Extract
G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Between Andrew Hennemeaw by his Attorney Joseph Pedro D'Mellow Complainant and Patricio Suares Defendant.

The Affidavit of Thomas Ives one of the Serjeants of this Hon.ble Court.

This Deponent Maketh Oath and Saith that he did on the Seventeenth day of this Instant October personally go to the House of the Defendant and Serve him with the Extract Within and the Other sided by Delivering a Copy thereof into the Defendants own hand.

Tho.s Ives

Sworn to in Court
this 18th October 1791
C.s Taylor
Reg.r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of October Anno Domini 1791

Present

Mr. James Call Senior Alderman
Andrew Ross and Benjamin Roebuck
Aldermen

Andrew Hemmeneau by his Attorney Joseph Pedro de Mello
versus
Patricio Suares

Affidavit of Thomas Ives of Service of Notice upon the Defendant of his Attorney having prayed Leave to Decline Acting Sworn to in Court Read and filed this day Ordered that Mr Stephen Popham be permitted to decline Acting.

Steven Cabaret

Filed 18th September 1787

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Casawah Mondaliar of Madras Inhabitant that Meer Hossain Alley Said Inhabitant of Triplicane Stands justly and truely indebted unto Your Orator in the full and just Sum of three Thousand and Fifty Nine Pagodas, Thirty Seven Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sums of One Thousand Two hundred and Twenty three Pounds, Eighteen Shillings and Eight Pence or thereabout as will more fully and at large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Hon.ble Court and Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint the Original of which is in Your Orators possession and ready to be produced when Your Orator shall by this Hon.ble Court be thereunto required, Your Orator further Sheweth unto this Hon.ble Court that the said Meer Hossain Alley Said in and by a certain Mortgage Bond or Obligation bearing Date the Nineteenth Day of September which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six became Bound well and truely to pay or cause to be paid unto Your Orator the Sum of Two Thousand Seven hundred and Fifty Pagodas and did further agree in and by the said Mortgage Bond or Obligation that in default of Payment of the said Sum of Two Thousand Seven Hundred and Fifty Pagodas Your Orator might and should Prosecute him the said Meer Hossain Alley Said in this Hon.ble Court, as will more fully and at large Appear by a Copy of the said Mortgage Bond or Obligation hereunto Annexed for

for the Inspection of this Honble Court to which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint the Original of which Bill is in Your Orators Possession and Ready to be produced whenever Your Orator shall by this Honble Court be thereunto Required, Your Orator further Sheweth unto this Honble Court that in the Charter Granted by his late Majesty George the Second to the Honble the United Company of Merchants of England Trading to the East Indies bearing date the Sixth Day of January which was in the Year of Our Lord One Thousand Seven Hundred and Fifty two it is Expressly declared and Provided that it shall and may be Lawful for this Honble Court to hear and determine all Civil Suits Actions or Pleas between any of the Indian Natives that shall or may arise of the Factories Subject or Subordinate to Fort St George Provided that both Parties shall by Consent Submit the Same to the Determination of this Honble Court Your Orator further Sheweth unto this Honble Court that in the said Mortgage Bond or Obligation is inserted a Clause by the Consent and Agreement of the said Meer Hossain Alley Saib which in every respect Conforms to both in Letter and Spirit that part of his late Majesty Charter respecting Indian Natives herein before recited by which Your Orator is Enabled rendered fully Competent and Legally Qualified to Prosecute this Your Orators Suit in this Honble Court Against the said Meer Hossain Alley Saib Your Orator further Sheweth unto this Honble Court the said Meer Hossain Alley Saib hath not nor hath any One for him paid or Caused to be paid unto Your Orator or unto any One for Your Orator use either the whole or any part of the Money due and Owing on the said Mortgage Bond or Obligation Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Meer Hossain Alley Saib of the said Sum of Three Thousand and Fifty Nine Pagodas Thirty Seven Fanams and Forty Cashs

But

But now so it is May it Please this Honble Court that the said Meer Hossain Alley Saib doth Obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Meer Hossain Alley Saib may upon his Corporal Oath, full, true, Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly Perfectly and effectually to all Intents and Purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the said Sum of Three Thousand and Fifty Nine Pagodas Thirty Seven Fanams and Forty Cashs With all Interest that now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Meer Hossain Alley Saib to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed, there and there to Answer this Your Orators Bill of Complaint and further to Stand and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

P. Spencer
Atty Complt

Fort St George this 8th day
of September 1787
This Bill was shewn to me in the
Days of Adjournment Returnable
Next Court Day

Jn.o Call
Mayor

Dr Mer Hossains Alley Sibi Amount Cr

1786 Sept 7th	To his Amount of your Mortgage Bond	2750				
	Obligation of this Date					
1787 August 27th	To Interest on Ditto to this Day being 11 M &		302	32	40	
	12 ℳ Cent ℳ Annum					
	Pagodas		3052	32	40	

Errors Excepted

Mer Hossains Alley Sibi Amount Cr

1787 August 27th	By Balance due		3052	32	40	
	Pagodas		3052	32	40	

Errors Excepted

Translation of a Mortgage Bond Dated 7th Parabawa Year or 16th September 1786.

I Mer Hossain Alley Sibi an Inhabitant of Triplicane do Give this Mortgage Bond to Pettiala Cushava Mondaliar of Madras that is to Say.

In Consiquence of my urgent Occasion I have Mortgaged to You a Garden and Ground which I had purchased from Suncon Chinna Kistnamah Chitty Situated within the Boundary or Limitation of Soudegawdon together with a Choultry Bill of Sale Granted in my Name as well as a Gentoo Bill of Sale Given me by Suncon Chinna Kistnamah Chitty and an Old Choultry Bill of Sale formerly Granted in his name in Three Bills and Borrowed the Sum of 2750/ Two Thousand Seven Hundred and Fifty Star Pagodas which said Sum I do hereby engage to repay You on or before the 30th Pungony or 10th April Next with all such Interest as may become due thereon at the rate of 12 ℳ Cent per Annum and in Default of which You are to Prosecute me in the Honble the Mayors Court and Recover Your Money And I am not to dispute with You by Suing an Answer thereto Incase any Accidents or Casualties should happen I am to be responsible for it and You have nothing to do with it I further bind myself to be Answerable for Your Principal and Interest whether the Mortgaged Premises should prove deficient or Overplus to the Amount Thus I have Given You this Mortgage Bond with my Consent Witnesses Pundee Runga Roger and Raja Narraina Chittyar by their Knowledge this Mortgage Bond was Drawn by Vera Ragava Perumaul 7th of Parabawa Recieved the Sum of Pagodas 2750/

Witnesses Signed
Pundee Runga Row
Raja Naraidoo

Signed Mer Hossains Alley Sibi

The

The Old Choultry Bill of Sale has been Shown and taken again by

Ho.
Liguedy
Raja Naraidoo

Stone Translation was mean as Cawl'd from the
Malabar Language

Ranganaudom
Interpreter.

A true Copy
P. Spencer
Atty Compt.ts

In the Hon.ble the Mayor's
Court at Madraspatanam

Between Tellicala Cashwa Mordel
and Meer Hossain Atty Laib of the same
Place Inhabitant Defendants

The Affidavit of the Above named Tellicala Cashwa
Mordelliar

The Above named Tellicala Cashwa Mordelliar Maketh
Oath and Saith that the above named Defendant Stands Justly and
truely Indebted unto this Deponent in the Sums of three Thousand and
fifty Nine Star Pagodas Thirty Seven Fanams and forty Cash together
With Interest thereon from the Twenty Seventh Day of August which
was in the Year of Our Lord One Thousand Seven Hundred and Eighty
Seven and this Deponent further Saith that the Nature of this Demand
is Stated in a Mortgage Bond and Account Copies whereof are Annexed
to this Deponents Bill of Complaint filed in this Honble Court on the
Eighth Day of the present Month of September in the said Year of Our Lord One
Thousand

Dem.s

Seven Hundred and Eighty Seven and this Deponent further
Saith that the said Defendant has been within the Jurisdiction of this
Hon.ble Court since the Cause of Action Arose

Cashwa

Sworn in Madras
this fourth Day of November 1790

Before Me
Jas. Call
Mayor

L. Popham
Atty for Compt.ts

Filed this 18th
Oct. 1791

To the Honble the Mayor's
Court at Madrasapatnam

Between Awadanum Vanjia
Brammeny of Madras Inhabitant Complainant
and
Pindiah Cavelrama Streshistna of Madras
Jewan Defendant

The Humble Petition of the abovenamed
Complainant

Sheweth

That Your Petitioner did some time since file his Bill
of Complaint in this Honble Court for the Recovery of the Sum of three
Thousand One hundred and fifty One Pagodas One fanam and
forty Cash due to Your Pet.r upon a Bond to which the said Defen-
dant did put in his Answer and did therein among other things
State that the Consideration for which the said Bond was given was
the Ballance of an Account Current Arising upon Two Bills of
Exchange or Drafts One for Fifty Thousand Porto Nova Pagodas drawn
by

by Outaugee Iravardy in favor of His Highness the Nabob upon the
Above named Defendant And the other a Draft or Note of Hand of the said
Defendants for the Sum of Fifty Seven Thousand Porto Nova Pagodas Payable
Payable also to His Highness the Nabob which Two several Bills or Drafts the said
Defendant in his said Answer pretends were paid by His Highness to Your
Petitioner on Account of the Honble Company

Your Petitioner shews That being confident that this Suggestion
of the Defendant was Altogether false and that the Truth was that Your Petitioner
had Accounted the said Bills for his Highness and honestly and fairly paid
the Money therefor upon his own private Account therefor after he had procured
a Copy of the said Answer pray this Honble Court that the Defendant might
Produce into Court the said Two Original Bills or Drafts for the Inspection of
Your Petitioner which Prayer was Accordingly granted Agreable to the Practice
thereof And the Defendants Attorney was Allowed several succeeding Court
days to Produce the same that is to say from the Ninth Day of August until the
Fourth day of October Instant when Your Petitioner shews that in Obedy
Complying with such Order the said Defendant has Humbly given into Court
Certain Copies thereof which are by no means perfect or correct under pretence
that the Original Bills are in the Hands of Government whereas the Truth
is that the said Bills or Drafts have since the said Application been
delivered up to the said Defendant there his Attorney at Law as Your
Petitioner has been informed and Verily believes and as will also appear
by Two Affidavits filed herewith And Your Petitioner humbly insists
or Power of the Defendant and might if they please be produced before
this Honble Court

Your Petitioner shews further that this is Also confirmed by
the Defendant or any other Person not having at the Time they gave in
the Copies, sworn that they could not produce the Originals which should
have done if the Fact was so And Your Petitioner shews that it is of the
greatest Consequence to this Cause that the said Original Bills should be
delivered

Delivered as the Copies given in to Court are by no means exact or perfect Copies as Your Petitioner has already before stated and as will Appear by One of the said Affidavits particularly respecting certain Endorsements thereon Which are Sworn to have been Added to His Highness's Signature long after the Bills had been discounted and after the Amount had been settled and the Bills delivered back to the Defendant

Your Petitioner therefore humbly Prays that the Defendant may be ordered to give in the Original Bills or in default thereof that his Answer may be taken off the File or Such other Relief may be given to him as to this Honble Court may seem Meet And Your Petitioner as in Duty bound

Shallcrow Vesey
for Walker
Atty for Pet.r

Filed the 18th Oct.r 1791

In the Honble the Mayor's Court at Madrasapatnam

Between Avadanmum Sangia Brahmeny of Madras Inhabitant Complainant

and

Pudiah Cavelcarry Merchant of Madras Soucar Defendant

The Affidavit of Avadanmum Ramaswamy Brahmeny

This Deponent Maketh Oath and saith that he

he hath carefully examined the Copies of the Translations of the Bills or Scrapes Prayed to be Produced on the part of the Defendant and he has also frequently seen and well remembers the Two Original Bills of Scrapes which were Prayed for and of which Copies only have been given in And this Deponent says that from such his Inspection and Knowledge the said Translations are by no Means faithful Translations of the Two said Original Bills or Scrapes This Deponent further saith that he particularly remembers to have seen the Two said Bills or Scrapes after they had been discounted and were in the Possession of the abovenamed Complainant And he did also see them at the Time that the abovenamed Complainant and Defendant did settle their Accounts together and the said Bills or Scrapes were in consequence thereof delivered back to Cavelcarry And this Deponent is certain and positive that at the Time they were so delivered back to the said Defendant there was not any writing whatever at the Head of them in the Persian Language except the Word Peer being the usual Signature of His Highness the Nabob whereas the Copies produced by the Defendant have Endorsements thereon Purporting that the Bills were paid to the Complainant on Account of the Honble Company which Endorsements this Deponent was informed by the Defendant himself were written upon the Bills long after they had been given back This Deponent says further that this would also clearly appear to the Honble Court were the Original Bills themselves produced because upon inspecting them it would appear that those Endorsements in Persian were written subsequent to the Time of the Bills being settled and given back for at the Time of such Settlement the Total of the several Payments made was written Downwards the Guzrat Language with the Pale Coloured Ink at the Head of the Bills near His Highness's Signature and the writing in Persian appears to be written over such Guzrat Writing so as plainly to prove that it was written after and upon it This Deponent further saith that he has been informed by many different People Whose

Whose Authority he cannot doubt that the said Bills have been delivered over to the said Defendant through his Attorney at Law or some other Person for his Use And he does Verily believe that the said Bills are now in the Possession or Within the Power of the said Defendant and that the real Reason for his not Producing them is the Apprehension of these false Indorsements being Detected

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

Ranganaudom
Interpreter

Filed 18th Oct. 1791

In the Honble the Mayor's Court at Madrasapatnam

Between Avadanum Paupia Brauminy of Madras Inhabitant Complainant
and
Pudigh Cavelram Streekistnah of Madras Sowcar Defendant

The affidavit of Ramiah of Madras

This Deponent Maketh Oath and saith that he hath been informed by different People that the two Original Bills or Drafts Prayed for by the Complainant in this Cause to be delivered into Court have been received by the Defendant from Government through his Attorney at Law and he Verily believes that they are now in the Possession or in the Power of the above named Defendant and that he could deliver them into Court if he thought proper

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

Ranganaudom
Interpreter

Ramiah's Mark

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 18th Day of October Anno Domini 1791.

Present

Wm. James Esqr. Senior Alderman

Andrew Ross and Benjamin Roebuck

Aldermen

Awadanum Paupiah Bramin

vers.

Penda Cavelaam Vreckistnah

The Attorney for the Defendant prays that Issue may Issue and a Day Past for the Examination of Witnesses in this Cause to which the Opposite Attorney objects and prays leave to file Affidavits in Support thereof and prays that the Defendant may be Ordered to give in the Original Bills which have heretofore been prayed by him or in default thereof that his Answer may be taken off the file for reasons Stated in the said Petition—

Petition Read— Affidavit of Ramiah Sworn to in Court and the Affidavit of Awadanum Ramasaumy Sworn to before Wm. Alderman Ross Read and filed— The Court having taken the same into Consideration it is Ordered that the Defendant do deliver into Court the Original Bills of Exchange prayed for and that in the Meantime that the Joining of Issue be Stayed.—

A true Extract—

Filed 13th August 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Cuppul Pole Chilly of Madras Inhabitant that George Adamson also of the same place Inhabitant stands Indebted unto Your Orator in the Sum and Just Sum of Twenty Nine Pagodas Twenty four Fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eleven Pounds Sixteen Shillings and six pence or there abouts as will more fully and large appear by the Copy of an Account thereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this Bill of Complaint the Original whereof is in Your Orators possession and Ready to be produced to this Honble Court when required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the payment of the said Sums of Twenty Nine Pagodas Twenty four Fanams

Butnow so it is and May it please this Honble Court the said George Adamson Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premisses Your Orator prays a General Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that that the said George Adamson may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matter and things herein before set forth and Alledged as fully Truely and Effectually to all intents and purposes as if the same were here Again Repeated and Particularly Interrogated And that he may be decreed to pay unto Your Orator the aforesaid Sum of Twenty Nine Pagodas Twenty four Fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court the cause this said George Adamson to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras Pattanam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Madras 13th August 1791

This Bill was shewn to and read the day of Adjournment Let a Summons issue returnable Next Court day.

Jo: Du Pré Porcher Mayor

L Popham Atty for the Complainant

Dr George Adamson in Account with Cuppul Pole Chilly Cr

1790 May	12th	To Blue and Scarlet Cloth and Gilt Buttons	13	24	0	1791 July	31st	By Balance due	29	24	0
		To Brown Cloth	8	0	0						
		To Silver Thread subject to Your Took as a Muster and not returned	4								
			25	24	0						
1791 July	31st	To Interest on Do from 12th May to this day being 1 Yr 2 Mo 18 D @ 12 p Cent	3	32	0						
		Pagodas	29	24	0			Pagodas	29	24	0

Madras 31st July 1791.

Errors Excepted

Attorney Copy

L Popham

Mayor's Court
Madrasapatnam

Tuesday the 18th Day of October
Anno Domini 1791

Present

James Call Senior Alderman
Andrew Ross and Benjamin Roebuck
Aldermen

Between Cuppuel Pelchetty
of Madras Inhabitant Complainant
and George Stalmer also of the same
Place Inhabitant Defendant

It Appearing by the Record of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court Doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Twenty Nine Pagodas and Twenty four Fanams Pagodas 29.24 Together with all such Interest as now is or shall hereafter become due thereon until full Payment be made also all Costs of this Suit

By the Court

Filed 18th October 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of August Anno Domini 1791

Present

Josias Dupre Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

Edward Hudeyapah by his Attorney Elephant Ovanjaloo
vers
Madovey Venkatasha

On George Stalmer Attorney for the Defendant Not having furnished Prays leave to Decline Acting his Client Not having furnished him with Either Money or Instructions Ordered Accordingly Unless Cause by Shewn to the Contrary by Next Court Day and it is further Ordered that the Attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made

A true Extract

G. Taylor
Regr

In the Honble the Mayor's Court at Madras-
patnam

Between Elwerty Aude-
gaysah of Madras Inhabitant
by His Attorney Estephen Swanjan
Complainant and Modooray Ven-
catasha of the same Place Inha-
bitant Defendant

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

This Deponent Maketh Oath and Saith
that he did on the Fifteenth Day of this Present Month of October
Personally Serve the above Named Complainant with a Copy of the
Within Extract from the Minutes of this Honble Court

Thos Iues

Sworn to in Court
this 18th October 1791

Gw Taylor
Regr

Filed 19th October 1791

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shewe unto this Honble
Court Your Orator Soaredroowanjary Nallatumby Moodeliar of Madras
Inhabitant that Cawore Moottammall of the same Place Inhabitant
Stands Justly and truly indebted unto Your Orator in the full and
just Sum of Three Hundred and Fifty five Star Pagodas and Sixty
Cash Current Money of Madras Making in Sterling Money of Great
Britain at the rate of Eight Shillings for every Pagoda the Sum
of One hundred and Forty two Pounds or there about as does more
particularly and at Large Appear by the Copies of an Account Current
and Translation of a Mortgage Bond hereunto Annexed for the Inspec-
tion of this Honble Court which Your Orator prays may be Admitted
as Part of this his Bill of Complaint the Originals of which are in the
Possession of Your Orator and Ready to be produced whenever this Honble
Court shall Require and Your Orator further Sheweth unto this Honble
Court that he hath frequently and in an Amicable Manner Requested
Payment from the said Cawore Moottammall of the said Sum of three
Hundred and Fifty five Star Pagodas and Sixty Cash

Nevertheless so it is May it please this Honble
Court the said Cawore Moottammall Obstinately and Wilfully Refuse
to pay the same or to give Your Orator any manner of Satisfaction
touching the Premises Your Orator therefore prays a Genl Relief
Such as to this Honble Court shall Appear Agreable to Equity and
Good Conscience To the End therefore that the said Cawore Mootta-
mmall May upon her Corporal Oath full true direct and perfect
Answer

Answer Make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were hereagain repeated and Particularly Interrogated and that she may be Decreed to pay unto Your Orator the aforesaid Sum of Three Hundred and Fifty five Star Pagodas and Sixty Cash with Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Coavore Moottammall to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Requisite

Fort St. George 13th October 1791.

P. Walker
Atty for Compt.

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

Jos. Dl. Pre. Porcher
Mayor

Dr. Coavore Moottammall in Account Current with Soaredoovanjary Nallatomby Moodeliar. Cr.

1791					1791			
Sept. 1st	1st	To Amount of your Mortgage Bond of this date	350	" "	Oct. 13th	13th	By Balance due to Me	355 " 60
Oct. 13th	13th	To Interest on Do to this day being 1 Month & 13 Days at 12 p Cent p Annum	5	" 60				
		Star Pag.	355	" 60			Star Pag.	355 " 60

Madras
13th Oct. 1791
Errors Excepted
P Signed Soaredoovanjary Nallatomby
True Copy
P. Walker
Atty for Compt.

Translation of a Mortgage Bond Dated 1st September 1791

Coavare Moottammall do give this Mortgage Bond to Soaredoovanjary Moodeliar of Madras That is to Say

In Consequence of my Urgent Occasion I have this day Mortgaged to You the Choultry Bill of Sale of my House Situated in the New Street of Chinnatamby Moodeliar's Garden between the Houses of Arunmyel Mestry Moodeliar and Paramyen Moottammall Measuring in length from East to West English feet

feet 68 3/4 and in Breadth from North to South 36 feet together with the Materials thereof and borrowed and Received of You the Sum of 350/ Three hundred and fifty Star Pagodas Current Money of Madras which Sum I do hereby engage to repay You on Demand with all such Interest as shall or may become due thereon at the rate of 12 p Cent p Annum in default of which You are hereby empowered to prosecute Me in the Honble the Mayor's Court and Recover it by disposing the said House I am not to Chuse an Attorney at Law and Contest by filing Demurrer Plea and Answer thus I have Given this Mortgage Bond with my free will and Consent Witnesses Mylagee Annagery Mondeliar and Sannah Venkatasa Chettyar by their Knowledge this Mortgage Bond was Drawn by Paulyore Kaleyoo Garoyan

Marked Covoor Moutammall

Witnesses Signed

Annagery

Sannah Venkatasam

A true Copy

P. Walker
Atty for Compt.

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

Signed Ranganaudom
Interpreter

Mayor's Court at Madras Spatoram

Tuesday the 25th Day of October Anno Domini 1791

L.S.

Present

Josias Du Pré Porcher Esqr Mayor

Andrew Ross and Henry Readhead

Aldermen

Between Soaredowanjary Wallatomby Mondeliar of Madras Inhabitant Complainant and Covore Mouttammall of the same Place Inhabitant Defendant

Mayor's Court

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand this Court doth therefore Think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and fifty five Star Pagodas and Sixty Cash of Star Pagodas 355 - 60 together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

By Court

Filed 25th October 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of October Anno Domini 1791

Present

Mr. James Call Senior Alderman
Andrew Ross and Benjamin Roebuck
Aldermen

Andrew Hemmeneauby his Attorney Joseph Pedro De Mello
vers.
Patricio Suares

Mr. Henry Dupuy Attorney for the Complainant prays that the Defendant may by Next Court day appoint another Attorney to Act for him in the Room of Mr. Stephen Popham Ordered Accordingly

A true Extract
G. Taylor Regr.

In the Honble the Mayor's Court at Madraspatnam

Between Andrew Hemmeneauby his Attorney Joseph Pedro De Mello Complainant and Patricio Suares Defendant

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

This Deponent Maketh Oath and Saith that on the Twenty Second Instant he did personally Attend at the above Named Defendants Dwelling House in order to Serve him the said Defendant with a Copy of the within Extract of Court which being done he this Deponent did leave at the said Dwelling House the said Copy of the said Extract

Thos. Ives

Sworn in Court this 25th October 1791

G. Taylor Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of October Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
Andrew Ross and Henry Readhead
Aldermen

Andrew Hemmeneauby his Attorney Joseph Pedro de Mello
vers.
Patricio Suares

Affidavit of Thomas Ives of Service of Notice on the Defendant to Appoint another Attorney to Act for him in the Room of Mr. Stephen Popham Sworn in Court Read and Filed this day The Attorney for the Complainant prays that this Cause may be Set down for Hearing Ordered Accordingly

A true Extract

Filed 2nd Sept. 1791.

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Charles Loyd of Madras Inhabitant that Charles Darke of the same place Inhabitant stands Justly and truly indebted unto Your Orator in the full and Just Sum of One hundred and twenty One Pagodas Twenty two fanams and three Cash Current Money of Madras Making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Forty Eight Pounds and twelve Shillings or thereabouts as will more fully and at Large appear by the Copies of a Note of hand and an Account thereunto Annexed for the Inspection of this Hon.ble Court to which Your Orator begs leave to refer to and prays the same may be taken in as of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and ready to be produced When required and Your Orator further sheweth unto this Hon.ble Court that he hath frequently and in an Amicable manner requested Payment from the said Charles Darke of the said Sum of One hundred and Twenty One Pagodas Twenty two fanams and three Cash

But now so it is May it please this Hon.ble Court the said Charles Darke obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a general Relief such as to this Hon.ble Court shall Appear agreeable to Equity and good Conscience To the End therefore that the said Charles Darke may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated Repeated and Particularly Interrogated unto and that he may be decreed to pay unto Your Orator the aforesaid Sum of One hundred and twenty One Pagodas Twenty two fanams and three Cash with all Such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit.

May it Please this Hon.ble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hon.ble Court at a certain time and place to be by this Hon.ble Court Specified and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Hon.ble Court shall seem Meet

This 2nd Day of September 1791.

This Bill was shewn to me in the days of Adjournment for a Summons Your Retur-

enable Mead Court Day

Jos. Dll Pre Porcher
Mayor

J. Wilkinson
Atty for Compt.

Fort St. George April 16th 1791. On Demand I Promise to pay to Mr. Charles Loyd or his Order One hundred and Sixteen Pagodas and 25 Fanams with Interest at the rate of Twelve per Cent per Annum for Value received

Signed Chas. Darke

Pagodas 116.25.

Witness Copy

J. Wilkinson
Atty for Compt.

Mayor's Court at Madras Spatorum

Tuesday the 25th Day of October Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andreon Ross and Henry Readhead

Aldermen

Between Charles Lloyd of Madras Inhabitant Complainant and Charles Parker of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Twenty One Pagodas Twenty two Fanams and Three Cash of Pagodas 121. 22. 3. 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.

D. P. Mayor

Mayor's Court

L. S.

Charles Lloyd ——— Q.P.

Charles Parker in Account with

1791 August 23	To Balance due			121.	22. 3.
				121.	22. 3.

Pagodas

Madras

1791 August 23	By Balance			121.	22. 3.
				121.	22. 3.

Pagodas

Errors Excepted

Chas. Lloyd

Sworn before me this 23d August 1791

D. P. Mayor

Chas. Lloyd

Attorney

Louis Thomson

Attorney of Court

1791 April 10	To Amount of Note of Hand dated	116.	25.		
August 23	To Interest on Do from 16th April to this day at 8 Months and 7 days at 12 p.C.	4.	42.	3.	
	Cost of Suit		22.	3.	
	Pagodas	121.	22.	3.	

Errors Excepted

Chas. Parker

Sworn before me this 23d August 1791

D. P. Mayor

Filed 2nd Sept. 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hble Court Your Orators Charles Loyd of Madras and David Young at the Same place Inhabitant Army Merchants that Charles Darke of the same place Inhabitant Stands Justly and truely indebted unto Your Orators in the full and Just Sum of Two hundred and thirty One Pagodas twenty Six fanams and thirty four Cash Current Money of Madras Making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ninety two Pounds twelve Shillings and Eight Pence or there about as will more fully and at Large Appear by the Copies of a Note of hand and an Account thereunto Annexed for the Inspection of this Hble Court which Your Orators begs leave to refer to and prays the same may be taken as Part of this their Bill of Complaint the Originals whereof are in Your Orators Possession and ready to be produced when required And Your Orators further Sheweth unto this Hble Court that they hath frequently and in Amicable Manner requested payement from the said Charles Darke of the said Sum of Two hundred and thirty One Pagodas Twenty Six fanams and thirty four Cash.

But now so it is May it please this Hble Court the said Charles Darke Obstinately and wilfully refuses to pay the same or to give Your Orators any manner of Satisfaction touching the Premises Your Orators therefore prays a General Relief as to this Hble Court shall appear Agreable to equity and good conscience To the End therefore that the said Charles Darke may upon his Corporal Oath (full true Direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and purposes as if the same were here again Repeated and particularly Interrogated unto and that he may be Decreed to pay unto Your Orators the aforesaid Sum of Two hundred and thirty One Pagodas Twenty Six fanams and thirty four Cash with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it Please this Hble Court to cause the said Charles Darke to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Hble Court at a certain time and place to be by this Hble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hble Court shall seem Meet.

This 12th Day of September 1791

This Bill was shewn to me in the Stay of Adjournment to a Summons Issue & Returnable at Court Day.

Jos. Du. Pré Porcher
Mayor

John Wilkinson
Attorney for Compt.

Madras 1st April 1790 Two Months after date I promise to pay to Messrs Loyd and Young One hundred and Ninety Eight Pagodas and fifteen fanams with Interest at 12 per Cent per Annum for Value Received

Star Pagodas 198.15.

(Signed) Chas Darke

True Copy
J. Wilkinson
Attg for Compt.

D^r Charles Darke in Account with Messrs Charles Loyd and David Young Cr

1790 April	10	To the Amount of Your Note of hand		198	15	-	1791 August	23	By Balance Rec^d			234	26	34
1791 August	23	To Interest on D^o from 10 April 1790 to this day is y^e 1 4 & 23 @ 12 ℘ Cent ℘ Annum	mo d	33	11	34								
		Pagodas		231	26	34						Pagodas	231	26	34

Madras 23 August 1791

E. E. ℘ Signed Chas Loyd
for Self & David Young

A true Copy
J. Wilkinson
Att^y for Comp^t

Know all Men by these Presents That We Charles Loyd of Madras Merchant and David Young of the same place Merchant are held and firmly bound unto Andrew Dalrymple Esq^r Major in the Service of the Honble United Company of Merchants of England trading to the East Indies and Agent to the Right Honble the Governor in Council at Fort St George and to his Successors in the said Office in the Sum of Two Hundred and Thirty four Pagodas 231 26 34 to be paid to the said Andrew Dalrymple or his Successors in the said Office for the Payment whereof well and truly to be made We bind ourselves and each of us in the whole and every part thereof for the whole and our Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals and dated this 23^d Day of August

Madras Council

Andrew Dalrymple Esq^r Major
Agent &c &c &c

Present
The Honble Charles Oakeley Esq^r President
Archibald Campbell Esq^r
Charles Dalrymple Oliphant Esq^r
Colin Macaulay Esq^r
Members

Andrew Ross and Thomas Pendarves Esq^rs

Charles Loyd
and David Young
Merchants Complainants

against

Charles Darke Defendant

Ordered that the Defendant Charles Darke do pay unto the Complainants Messrs Charles Loyd and David Young the Sum of Two Hundred and Thirty one Pagodas 231 26 34 the Balance of their Account with the Defendant as stated in the Complainants Bill and Interest thereon at the Rate of twelve ℘ Cent ℘ Annum from the 10th April 1790 to the 23^d August 1791 amounting to Pagodas 33 11 34 Total Pagodas 264 38 68 with Costs of Suit to be taxed by the Master and that Execution issue for the same if not paid within Fifteen Days after the Master shall have certified the Amount of the Costs to the Court

Extract from the Proceedings of the Court of Request

A true Copy
J. Wilkinson
Att^y for Comp^t

Filed 9th Sept. 1791

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Peter Tullok of Madras Merchant that Cuddyum Vezayaly Naick of the same Place Inhabitant stands justly and truly indebted to Your Orator in the full and just Sum of Two hundred and Thirty Pagodas Twenty Nine fanams and Nine Cash Pagodas 230 29 9 Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagodas the Sum of Ninety two Pounds five Shillings or thereabouts as will more fully and at large Appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court to which Your Orator humbly prays a Reference may be had and that it may be taken as part and parcel of this Your Orators Bill of Complaint the Original Whereof being in Your Orators Possession and ready to be produced when required And Your Orator sheweth unto this Honble Court that he has frequently and in an Amicable manner requested Payment from the said Cuddyum Vezayaly Naig of the said Sum of two hundred and Thirty Pagodas Twenty Nine fanams and Nine Cash

But now so it is May it please this Honble Court that the said Cuddyum Vezayaly Naick Obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises. Your Orator therefore prays a General Relief as such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Cuddyum Vezayaly Naick may upon his Corporeal Oath full True direct and Perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truly and effectually to all Intents and Purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of two hundred and Thirty Pagodas Twenty Nine fanams and Nine Cash.

May it Please this Honble Court to cause the said Cuddyum Vezayaly Naick to be Summoned by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Fort St George this 9th of September 1791
This Bill was shewn to me in the Days of Adjournment Let a Summons Issue and Returnable next Court Day.

Jos. Du Pré Porcher
Mayor

G. Chalmer
Atty for Complainant

Filed the 13th Sept. 1791

In the Hon^ble the Mayor's Court at Madrasapatnam

Between Coleman Tulloh of Madras Merchant Complainant and Cuddyanum Vezagapatam Naick of the same place Inhabitant Defendant

The Affidavit of Coleman Tulloh the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant Stands justly and truly indebted unto him in the full and just Sum of Two hundred and Thirty Star Pagodas Twenty Nine Fanams and Nine Cash Current Money of Madras for the Recovery of which this Deponent has filed this Bill of Complaint in this Hon^ble Court and this Deponent saith

J. Tulloh

Sworn Before Fort Saint George this Twelfth day of September 1791

Before me Jos. du Pré Porcher Mayor

G. Gulmer & Atty for Compt

D^r Cuddyanum Vezagapatam Naick Defendant to Coleman Tulloh Cr

1789						
Sept.	8	To Cash lent Defendant Gunnu Setty Inhabitant of this Place			180	" "
		Interest thereon from the 12th Sept. 1789 to the 12th Sept. 1791 Two Years				
		Pagodas Nine Months				
1790						
March	12	To Cash lent Defendant Gunnu Setty Inhabitant of this Place			20	" "
		Interest thereon from the 12th March 1790 to the 12th Sept. 1791 One Year Six Months				
		Pagodas Seven Fanams				
May	10	To Cash lent Defendant Gunnu Setty Inhabitant of this Place			20	" "
		Interest thereon from the 10th May 1790 to the 12th Sept. 1791 One Year Four Months				
		Pagodas Two Fanams				
1791						
Aug.	31	To Cash lent Defendant Gunnu Setty Inhabitant of this Place			190	" "
		Interest thereon from the 31st Aug. 1791 to the 12th Sept. 1791 Twelve Days				
		This Days Interest				
		On Pg. 230 from 8th Sept. 1789 to 31st Aug. 1791 Two Years				
		20 from 12th March 1790 to 31st Aug. 1791 One Year Five Months & Twenty Days				
		20 from 10th May 1790 to 31st Aug. 1791 One Year Three Months & Twenty Days				
		Pagodas			230	29 9

Fort St. George 12th Sept. 1791

Errors Excepted

J. Tulloh

Mayor's Court at Madraspatanam

Tuesday the 25th Day of October Anno Domini 1791

L.S.

Mayor's Court

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and Henry Readhead

Aldermen

Between John Tulloch of Madras Merchant Complainant and Cuddyum Vezeyiah Naick of the same Place Inhabitant Defendt

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two Hundred and Thirty Pagodas Twenty Nine Fanams and Nine Cashes Pagodas 230.29.9.9/ 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

Dft Clk

Tuesday 25th October 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 27th Day of September Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

William Webb Andrew Ross and

Benjamin Roebuck Aldermen

Vellayah Dubash

Vs

Honda Singanah

The Attorney for the Respondent Prays that the Petitioner Venkatadasavay may be at next Court Day Appoint another Attorney to Act for him in the Room of Mr Pullein Spencer Deceased and in default of which that Publication may Pass in this Matter Ordered Accordingly

A true Extract

G. Taylor

Regr

In the Hon^ble the Mayor's Court at Madraspa-
tnam.

Between Vellapah Dubash
Respondent and Vencatadasavay Petitioner
In the Cause of
Vellapah Dubash of Madras Inhabitant
Complainant and Thunda Linganah
of the same Place Inhabitant Defendant

The Affidavit of Thomas Joes One of the Serjeants
of this Hon^ble Court.

His Deponent Maketh Oath and Saith that he
Did on the Twenty fourth Day of this Present Month of October
Call at the Dwelling House of the above Named Petitioner with
the intention of Serving him with a Copy of the Accompanying
Extract but the said Petitioner being from home He this Deponent
Left the Copy thereof at the said House

Tho^s Joes

Sworn to in Court this
25^th October 1791.

Geo Taylor
Reg^r

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 25^th Day of October Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Henry Readhead
Aldermen

Vellapah Dubash
Pet^r
Thonda Linganah

Affidavit of Thomas Joes of Service of Notice on the
Petitioner Vencatadasavay to appoint another Attorney to Act
for him and in default thereof that Publication may pass in
this Matter Sworn to in Court Read and filed this day The
Attorney for the Respondent Prays that Publication may pass
in this Matter Ordered Accordingly

A true Extract

Filed 20th October 1791.—

To the Honble the Mayor's
Court at Madrasyatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Venkatachella Chitty of Madras Inhabitant that Saum-mauda[illegible] Jeroocaulaty and Naunagum also of Madras Inhabitant also stand Indebted unto Your Orator in the full and just Sum of Two Hundred and fifty two Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings to every Pagoda the Sum of One Hundred Pounds Sixteen Shillings or thereabouts as will more fully and at large Appear by a Copy of the Translation of a Mortgage Bond and the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in the Possession of Your Orator and ready to be produced to this Honble Court when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested the Payment of the said Sum of Two hundred and fifty two Pagodas—

But now so it is and may it Please this Honble Court the said Saummaudam Jeroocaulaty and Naunagum obstinately and Wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator prays a General Relief Inducive to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Saummaudam Jeroocaulaty and Naunagum may upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truly and effectually to all Intents and Purposes as if the same were here again repeated and Particularly Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and fifty two Pagodas With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.—

May it Please this Honble Court to cause the said Saummaudam Jeroocaulaty and Naunagum to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasyatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.—

Madras 20th Oct. 1791.—

S. Popham
Attor. for Compt.

This Bill was shown to me in the Mayor's Government Let a Summons issue Returnable next Court Day.—

Jo. Hd. Pe. Porcher
Mayor

Translation of a Mortgage Bond Dated 27th Navary of Shulava Year Answering to Anno Dominis 7th September 1788

We Saummaudam Jeroocaulaty and Naunagum Sons of Podeyadoo Paulayandawam of Jeroovallavar Cast of Madras and Our Relations or Copartners do Jointly give this Mortgage Bond to Venkatachela Chitty son of Naugaya Chitty as that is to say.—

In Consequence of our urgent Occasions we have this day Mortgaged to You our House Situated at Poddenaigo Pata adjacent to Pound Hedge near Anack Godown North to the House of Aund-ayan Annegam South to the House of Sachore Annauchelum together

Sir Thomas Oakley Billy Cabb and Governor Lord Pigot & Council
Will Hodges Admiral Sir Edward Hughes & Council
Pay Lieut Charles Lydia or his Order or Assignee Forty Pagodas
Remain with Mr Cruch Merchant for which Sum I promise to pay
at Madras 12th Current in the Usual Manner Dated Madras Fort St. George
September 16th 1791

Witness our Hands and Seals

Thos Oakley
Edward Hughes
Charles Stevens

Sealed & Delivered
in the Presence of
Thos Oakley Jun.
Edward Hughes Jun.
Charles Stevens Jun.

Received the Contents
Charles Lydia

Sealed & Delivered
in the Presence of
Thos Oakley Jun.
Edward Hughes Jun.
Charles Stevens Jun.

Received the Contents
Charles Lydia

Dr Thomas Oakley, Edward Hughes and Charles Stevens in Account Current With Venkatachellum Chitty

1788					1788					
Sept. 15	17	To the Amount of your Mortgage Bond of this date payable on Demand	200	"	"	Nov. 25	By Cash received of this date on Account of Interest	3	"	"
Sept. 16	6	To Interest on Do to this day being 2 Years @ 12 p Cent p Annum	72	"	"	1789 May 2	By Do Do Do	15	"	"
		Pagodas	272	"	"		By Balance Agt	254	"	"
							Pagodas	272	"	"

Madras 16th September 1791

Errors Excepted

(A True Copy)
S. Popham

Mayor's Court
Madraspatnam

Tuesday the 1st Day of November
Anno Domini 1791

Present

Josias Du Pré Porcher Esqr Mayor
James Call and Henry Chicheley Michell
Aldermen

Between Venkatachella Chitty of Madras Inhabitant Complainant and Saumenaudaun Ferroocaulaty and Rainaguiwalso of Madras Inhabitants Defendants

The Defendant Ferroocaulaty being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant Ferroocaulaty shall pay unto the Complainant the full and just Sum of Two Hundred and fifty two Pagodas of Pagodas 252 - - - together with all Such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

Filed 11th October 1791

In the Honble the Mayor's Court at Madraspatnam

Between Arnachella Chitty
Complainant
and
Branjee Noorboy Alias Noorboy Branjee
Defendant

The Humble Petition of Troutback Condapa Chitty and Nellatamby Chitty of Madras Merchants

Shewith that the Above named Complainant did some time in the Month of May in this present Year of Our Lord One Thousand Seven Hundred and Ninety One exhibit a Bill of Complaint in this Honble Court Against the Above named Defendant Branjee Noorboy Alias Noorboy Branjee for the Recovery of a Certain Sum of Money by him therein Charged to be due and owing from the said Defendant Amounting to Three Hundred and Ninety Pagodas Thirty Nine Fanams and Twenty Cash Current Money of Madras And Your Petitioners Shew that a Summons did Issue upon the said Bill of Complaint, which was returned in this Honble Court on or About the Fourth day of the said Month of May Not to be found That upon such return the Attorney for the said Complainant did pray that a Warrant of Sequestration Issued to the Sheriff of Madraspatnam and the Districts thereof Right Title Interest Against the said Defendant to Goods and Chattels And Your Petitioners also shew that the said Complainant or some other Person or persons did direct the Sheriff or his Deputy Shewing a Piece of Ground Situated in the Mootah Pettah in the Mr Popham's Broadway Adjoining to the House of Captain Hunter by a large Upper Roomed House and Ground and also a small House and Ground Adjoining thereto Situated in

in Mootal Pettah in Singa Chitty's formerly called Venkata Chitty's Street, between the Houses of Punchavarnum Ramalinga Chitty and Parychan-palam Annachella Chitty formerly called Punchavarnum Camarajah Chitty and Vadamaien Codoungantah Chitty, also a Large Garden situated in Pondavaloo between the Gardens of Cumcaramalis and Tellinga Chitty as the Goods and Chattels and Unincumbered Property of the said Ibramjee Noorboy Alias Noorboy Ibramjee the said Defendant and in Consequence whereof Your Petitioners Shew the said Sheriff or his Deputy did Seize and Sequester the said Premises as aforesaid without Making any Advertisement or Enquiry as ought to have been done whether the said Premises were or were not the Unincumbered Property of the said Defendant, but entirely relying upon the said Assurances of the said Complainant or of some other Person or Persons under him And Your Petitioners Shew that in and among the said Seizures that the Ground Situated in Mr Popham's Broadway Adjoining to the House of Captn Kennedy's as also the Large Upper Round House were at and before the time of such Sequestration and Seizure on behalf and at the instance aforesaid Mortgaged unto Your Petitioners by the said Ibramjee Noorboy Alias Noorboy Ibramjee for the Securing the Payment of the Sum of Two Thousand Star Pagodas Current Money of Madras and for a further Sum of Nine Hundred Star Pagodas Current Money of Madras by a certain Mortgage Bond or Writing Obligatory wherein and whereby the said Defendant Ibramjee Noorboy Alias Noorboy Ibramjee did on the Fif-teenth day of March in the Year of Christ One Thousand Seven Hundred and Ninety become bound unto Your Petitioners the said Sum of Two Thousand Star Pagodas and Interest thereon Yearly at the Rate of Twelve per Cent per Annum and in default of which Your Petitioners are thereby empowered to recover the said Principal and Interest by Suit or Prosecuting

the said Defendant in the Mayor's Court and from the Remainder when of in the Event of the said Premises being sold, also to pay off the moreover the Sum of Nine Hundred Pagodas the Amount of another Bond with the Interest thereon executed on the same day by the said Defendant, as will more fully and at large Appear by a Copy of the Translation of the said Mortgage Bond hereunto Annexed for the Inspection of this Honble Court which Your Petitioners pray may be Admitted as part of this their Petition, the Original whereof being in Your Petitioners Possession and Ready to be produced when Properly Called for Wherefore Your Petrs Shew that by the said Actings and Doings of the said Complainant or of Such Person or Persons Acting under him in Directing the said Sheriff or his Deputy to Seize and Sequester, and of the said Sheriff or his Deputy by Seizing and Sequestering the said Premises as the Unincumbered property of the said Defendant Ibramjee Noorboy Alias Noorboy Ibramjee are illegal and Wrongful Acts to the Damage and Injury of Your Petitioners and Your Petitioners are thereby in fact deprived of their Means of Remedy for the Recovery of their said Debt Secured by the said Mortgage of the said Premises by the Right of Entry and Possession in the said Premises being in the Manner Aforesaid illegally taken from them by the said illegal Entry and Detainer thereof by the said Sheriff as Aforesaid

And Your Petitioners Shew that there now remains Justly due unto them by the said Defendant Ibramjee Noorboy Alias Noorboy Ibramjee the said Sum of Two Thousand Star Pagodas and the said further Sum of Nine Hundred Pagodas together with Interest to this day upon the said Mortgage Bond or Writing Obligatory

And Your Petitioners Shew that being thus injured as aforesaid they humbly pray

Pray that this Hon^ble Court will be pleased to Order and Direct the said Sheriff to take his Seals from the said Sequestered Premises and that the Sequestration was far as relates to such Seizure may be and remain Superceded and that the said Complainant may Pay all Costs of this Petition And Lastly that this Honble Court will Grant unto Your Petitioners such further and other Relief in the Premises as to them May Seem Meet

H.Z. Dupuy
Att^y Petitioners

Translation of a Mortgage Bond dated 5th Tungoony of Sounya Year answering to Anno Domini 15th March 1790

I Ebramjee Saib Son of Boarah Noorboy do give this Mortgage Bond to Proudback Coudapa Chitty Nellatamby Chitty that is to say

In Consequence of my urgent Occasion I have this day Mortgaged to You the Choultry Bill of Sale of my own Upstair House Situated in Linga Chitty Street between the Houses of Annanchula Chitty and Panchavarnam Ramaya Chitty as well as a Nether Choultry Bill Sale also of my Own Ground Situated at Maratta Tewin in Tannemchula Street North to the House of Canady and South to the Lane and on these Two Mortgages I have borrowed and Received of You the Sum of 2000/ Two Thousand Star Pagodas Current Money of Madras and do hereby engage to Settle and pay the Interest Yearly for the same at the Rate of 12 p^r Ct p^r Annum Indefault of which You are hereby empowered to Recover the Principal and Interest by prosecuting in the Hon^ble the Mayors Court and as have this day Executed a Bond to You for the Sum of Nine Hundred Pagodas without Mortgage You are in the event of the Premises being Sold to get Yourself paid with the Principal and Interest of this Bond and the Remainder Money You are also to receive and Account of that Bond Thus I have given this Bond with my free will & Consent Witnesses Cody Padaury Venkataramma and Coata Subbay Chitty by their Knowledge this Bond was drawn by Coata Kistnama

Witnesses Signed
Cody padaury Venkataroyaloo
Coata Soobbia

Signed Ebramjee Noorboy (L.S.)
I consent to the Above writing

Atrue Translation as Near as can be from the Genteo Language

Ranganaugom
Interpreter

true Copy
H.Z. Dupuy
Att^y Compl^ts

The Above is Sworn to be a true Translation from the Original Goozarat Language by Bagwanta Row before me in Fort St. George this 13th September 1791.

Signed Jos. du Pre Porcher
Mayor

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th Day of November Anno Dominis 1793

Present

Josias Dupré Porcher Esqr Mayor

James Call and Henry Chichley Michell

Aldermen

Annachella Chitty

Abramjee Noorboy alias Noorboy Abramjee

Mr Peter Walker Attorney for the Respondent Consents to the prayer of the Petition of Troutback Candapah Chitty and Nellatomby Chitty being Granted but objects to his Client praying the Costs The Court Having Taken the same into Consideration it is Ordered that the Respondent do pay the Costs Attending the Petition and that the Sheriffs Seals be taken off from the Sequestered Premises mentioned therein.

A true Extract

Filed the 1st November 1793

In the Honble the Mayors Court at Madraspatnam

Between James Flowers Complainant

and

Margaret Bracey Executrix of John Gill deceased Defendant

The Humble Petition of Margaret Bracey the above Named Defendant

Sheweth

That through Publication shall be Passed in this Cause She shall not have been Informed of the Contents of the Depositions taken in the same

That she hath a Material Witness to Examine in the Cause to wit William Segury without the benefit of whose Testimony she is Advised she cannot safely Proceed to the Trial of the same

That the said William Segury now resides at Cuddalore all which Circumstances will more fully Appear to this Honble Court on Reference to Your Petitioners Affidavit together with the Affidavit of Your Petitioners Attorney at law filed in this Honble Court in Aid of this Your Petitioners Petition to Enlarge Publication in this Cause for the Purpose of Examining the said William Segury

Your Petitioner therefore Prays this Honble Court that Publication may be Enlarged and that a Commission may issue directed to Andrew Ram Charles Floyer and Robert Dashwood Esquires or any two of them to Examine the said William Segury touching Interrogatories

Interrogatories as shall be Exhibited to them by me the Commissioners
on behalf of Your Petitioner.

And Your Petitioner shall Ever Pray

John Wilkinson
Attz for Defendt

Filed the 1st
Novr 1791

In the Honble the Mayors
Court at Madraspatnam

Between James Flowers Complainant
and
Margaret Breacey Executrix of John Gill
Deceased Defendant

The Defendant in the Above Cause and John Wilkinson
her Attorney at Law therein severally make Oath and say that the
Depositions taken in this Cause have not been seen read or heard by
these Deponents or either of them nor have they or either of them been
informed or in any wise made acquainted with the Purport or Contents
of the same nor will they receive any information of the same until
Publication shall be further enlarged and pass by the order of this
Honble Court in Case such order can be obtained And the said Defen-
dant for herself further saith that she hath a very Material Witness to
Examine in this Honble English East India Company's Service now as
this Deponent believes residing at Cuddalore and who in the life time of
the said John Gill this Deponents Testator kept his Books of Account
for a considerable time and at the Period of the Transactions Passing
between this Deponents said Testator and the Complainant in this
Cause And this Deponent saith that before Publication passed in
this Cause she wrote to the said William Segery Regarding the Unliquided
Matters of Accounts depending in this Cause and Received an Answer
to such Letter from the said William Segery whereof the following is a
True Copy "Mr Gill These Comes with my respects to You Acknowledge
"the receipt of Your Letter, Came to my hand Yesterday evening I shall
"if I live be in Madras the 15th December, And I will then Convence You
"and Mr Flowers How his Affairs stands with respect to the Estate but
"he cannot make the Demand You mention in your Letter however
"any thing of the Kind, However be Carefull of the Books &c. Kept for
"Mr Gill and on my Arrival I will soon Convince him of his Error
"Yours very Sincerely Wm Segery S. Mt Trichinopaly 14th October
"1791" Wherefore this Deponent Verily believes the said William Segery
is a Material Witness to be Examined on her Behalf.

Margaret Breacey

Sworn to before me this
5th Day of November 1791

Jos. du Pré Porcher
Mayor

John Wilkinson
Attz for Defendt

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

Present

Josias Du Pré Porcher Esquire Mayor
James Call and Henry Chicheley Michell
Aldermen

James Flowers
Plff
Margaret Breacey

The Attorney for the Complainant prays that
this

This Cause may be Set down for hearing to which the Opposite Attorney Objects and Prays leave to file a Petition of the Defendant and an Affidavit of his and of the Defendants in Support thereof Sworn to before the Mayor and thereupon Prays that Publication may be Enlarged and a Commission issued to Cuddalore directed to Messrs. Robert Dashwood Charles Floyer and Andrew Harr or any two of them for the Examination of William Sedgeley a Material Witness in this Cause Petition and Affidavit Read The Court having taken the same into Consideration it is Ordered that Publication be enlarged and that a Commission do issue returnable in One Months.

A True Extract

Filed the 5th November 1793

In the Hon^ble the Mayor's Court at Madraspatnam

Between Anechal Pillah of Madras Inhabitant Administrator of Appoo Pillah formerly of Madras Debashebut Now Deceased Complainant and Vadapa Graminy the Brother heir and Legal Representative of Vadapa Graminy Deceased Defendant

The Humble Petition of the above Named Defendant

Sheweth

That Your Petitioner did some time in the Year of Christ One Thousand Seven Hundred and Ninety pray for and Obtain from this Hon^ble Court in its Capacity of Kings Ordinary Letters of Administration of all and Singular the Goods and Chattels Rights and Credits of Verdapa Graminy late of Madras Inhabitant Deceased as Brother and next of Kin to the said Deceased.

That some time in the Month of June and in the present Year of Christ One Thousand Seven Hundred and Ninety One the Complainant above Named did exhibit and file his Bill of Complaint in this Hon^ble Court against Your Petitioner in his own right and Not as Administrator of the said Vadapa Graminy Deceased and did therein and thereby amongst other things set forth that the said Vadapa Graminy Your Petitioner said Intestate being indebted unto him the said Appoo Pillah in a Considerable Sum of Money Secured by Bonds and Mortgages Regarded this Life some time in or about the Month of October which was in the Year of Our Lord One Thousand Seven Hundred and Ninety without having paid off or discharged the Monies which were by him the said Vadapa Graminy so due and owing to the said Appoo Pillay having applied to this Hon^ble Court in its Capacity of Kings Ordinary for Letters of Administration to the Estate of the said Vadapa Graminy Your Petitioner who was the Brother, Heir and Legal Representative of the said Vadapa Graminy did come to an Account with the said Anechal Pillah when there appeared and Actually was a balance of Two Thousand Eight Hundred and forty Pagodas twenty Eight Fanams and Sixty Cash due and owing to the said Anechal Pillah from the said Vadapa Graminy as Administrator of the said Appoo Pillay that thereupon Your Petitioner did by his Bond or Obligation by him duly executed and bearing date the 15th of Runganyien the Malabar

Malabar Year Laudaurana Answering to the fifteenth day of March in the present Year of Christ One Thousand Seven hundred and Ninety One after Telling forth the several Sums of Money which the said Vadaya Grauminy had borrowed and Received from him the said Anechapillay Intestate and specifying the Bonds and Mortgages which the said Vadaya Grauminy had executed to Secure the payment thereof and that there was then due and owing to the said Anecha Pillay as Administrator as aforesaid upon that Account the Sum of Two Thousand Eight hundred and forty Pagodas twenty Eight fanams and Sixty Cash Your Petitioner did by the said Bond in consideration of the premises aforesaid and that he the said Anecha Pillay would withdraw his Application to this Hon^ble Court in his Capacity of Kings Ordinary for Administration to the Estate and Effects of the said Vadaya Grauminy Your Petitioners said Intestate and suffer Administration thereof to be granted to Your Petitioner Your Petitioner did promise and engage to pay to the said Anecha Pillay the said Sum of Two Thousand Eight hundred and forty Pagodas twenty Eight fanams and Sixty Cash by disposing of certain premisses in the said Bond Named And that the said Anecha Pillay did to the said Bill Annex a Copy translation of the said pretended Bond, that the said Anechayi Pillay did withdraw his said Application to this Hon^ble Court in his Capacity of Kings Ordinary for Letters of Administration to the Estate and Effects of the said Vadaya Grauminy and that in consequence thereof Administration was on the twelfth Day of April and in the present Year of Christ One Thousand Seven hundred and Ninety One granted to Your Petitioner And the said Bill did further state that Your Pet^r did afterwards Refuse to sell the said Premisses mentioned in the said Bond or to pay unto the said Anecha Pillay the said Sum of Two Thousand Eight Hundred and forty Pagodas twenty Eight fanams and forty Cash And did therefore pray that Your Petitioner Might be decreed to pay unto him the said Anecha Pillay the said Sum of Two Thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash and that Your Petitioner Might be summoned to Appear to and Answer the said Bill of Complaint.

And Your Petitioner Shewe th that a Summons did Accordingly Issue to the Sheriff of Madraspatnam and the districts thereof directing Your Petitioner to Appear to and Answer the said Bill of Complaint and Your Petitioner did by his Attorney Appear thereto And Your Petitioner Shewe th being ignorant of the proceedings of this Hon^ble Court and his Avocations preventing him from giving that Attendance on his said Attorney which he now finds to have been Necessary and being persuaded by different people that did not furnish Limited by this Hon^ble Court for giving in an Answer to a Bill of Complaint had expired and therefore Your Petitioner not having Answered the said Bill of Complaint of the said Anecha Pillay this Hon^ble Court did on the twenty Sixth day of July Now last Past think Proper to Order and Decree and did Accordingly Order and Decree that Your Petitioner should pay unto the said Anecha Pillay the said Sum of Two Thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash and Interest thereon and Your Petitioner Shewe th that on the day of following a Warrant of Execution did issue thereon directed to the Sheriff of Madraspatnam and the districts thereof and that the said Sheriff instead of Seizing on the Property of Your Petitioner as by the said Decree he was bound and Instructed to do did Seize and Sequester a certain House and Ground the property of Your Petitioners said Intestate

Interstate Set forth and Described in the Exhibit hereunto Annexed to
Which Your Petitioner Prays leave to refer and prays the same may
be taken as part of this his Petition the Original Being in his possession
and Ready to be produced when Required.

And Your Petitioner Sheweth that for the Reasons
hereinbefore Set forth He never did hear the said Bill of Complaint
Read and explained to him and further that he did not Know Nor
Was he informed thereof until after the said Anecha Pillay had Obtai-
ned the said Decree and the said Execution had issued thereon that
that the said Bill of Complaint was grounded upon a Bond by the
Said Anecha Pillay in his said Bill Pretended to have been Executed
by Your Petitioner and whereof a Copy is to the said Bill Annexed and
Your Petitioner and whereof a Copy is to the said Bill Annexed and
Your Petitioner Sheweth that since the period aforesaid he has obtai-
ned inspection of the said Bond and does in consequence thereof
Most solemnly declare that he never did execute the same and that
the said Bond has been made up by persons to Your Petitioner unknown
for the Purpose of imposition and fraud and to the Great wrong and
injury of Your Petitioner Against whom and in consequence thereof
a Decree and Execution as aforesaid have been Obtained Against them
by the said Anecha Pillay and Your Petitioner says that the fraud
and imposition is evident upon the face of the said Bond for that
it only bears a Mark pretended to be the Mark of Your Petitioner
as if Your Petitioner could not write his own Name which Your
Petitioner says he has always invariably done for all matters
Wherein he has been required or under the necessity of executing he
any Instrument in writing and Your Petitioner further saith that
at the time the said Bond is pretended to have been executed Your Pet.r
was a Prisoner in the Cutwals Choultry and thereupon Your Petitioner
Saith

Saith the said Pretended Bond is a forgery.

And Your Petitioner Sheweth that he has a right
whatever According to the Regular Course of this Hon.ble Court to
come forward at this time to complain Against the Nefarious Conduct
of the said Anecha Pillah and the premisses aforesaid, but humbly
Presumes upon the indulgence of this Hon.ble Court in Setting forth
the same and that this Hon.ble Court will not suffer a Decree Obtained
upon the most inequitious Grounds to appeal in favor of the
inequitious Suitor.

And Your Petitioner Sheweth that in Order to
evince as far as in his Power lies that he is not Actuated by any
fraudulent intention on his part in the prayer he may Make to
this Hon.ble Court by reason of the Premisses aforesaid he
is ready and willing to give such Security as this Hon.ble Court in
its Wisdom may be Pleased to Require to abide by and perform such
Order as this Hon.ble Court may be pleased to make in case Your
Petitioner should fail in the Proofs of the said several matters
and things hereinbefore Set forth.

Your Petitioner therefore humbly
Prays that this Hon.ble Court will be pleased to
Order the said Sheriff to Take his Seals off the
Premises aforesaid and that this Hon.ble Court
Will Vouchsafe to Grant such other and further
General Relief in the premises as to this Hon.ble
Court May Seem Meet.

J. Stuart Hall
for himself and
John Hamilton
} Att.ys for Deft.

N

A House and Ground Situated at Pedda Naicki Pillah in Peddary Coil Street between the Houses of Vadanada Moodelly and Ball Chitty Containing from Eastings East to West 24 3/4 Feet and in Breadth from North to South 30 Feet the Property of Vadaya Graming Deceased

/Signed/

A True Copy

J. Stuart Hall for himself and John Hamilton } Attys for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st Day of November Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

James Call and Henry Chichley Michell Aldermen

Ancha Pillah
vers
Cundayah Graming

Petition of Uncatachellum and Maliagoun Read and filed this day Ordered that the Sheriff be restrained from selling the Premises mentioned in the Petition until the further Order of this Court Petition of the Defendant Read and filed this Day praying that the Sheriff may be Restrained from Selling the Premises Mentioned in the Petition The Court having taken the same into Consideration it is Ordered that the Petition be over-ruled

A True Extract

Filed the 8th Nov. 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st day of November Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

James Call Andrew Ross and Henry Chichley Michell Aldermen

Tolliecala Cashava Moodeliar
vers
Meer Hoossain Alley Saib

Mr Robert Williams and Mr John Wilkinson Attornies for the Petitioner Meer Hoossain Alley Saib by his Proctors Jenny Akkamally Lawes Pray leave to decline Acting their Client Not having Furnished them With either Money or Instructions. Ordered Accordingly unless Cause be Shewn to the Contrary by Next Court Day and it is further Ordered that the Attornies do Serve their Client With a Copy of this Minute of Which Service Affidavit is to be Made

A true Extract

G. Taylor
Regr

In the Honble the Mayors Court at Madraspatnam

Between Meerhoossain Alley Saib by his Prochein Amy Vkrannally Cawn Petitioner — In the Cause of Tolliealla Cashawa Moodeliar Defts: Meer Hoossain Alley Saib

The Affidavit of Thomas Jones One of the Serjeant of this Honble Court.

This Deponent Maketh Oath and Saith That on the Seventh day of this Instant he did personally Attend at the Above Named Petitioners Dwelling House and did personally serve him Willd a Copy of within Extract

Thos Jones

Sworn in Court this 8th Novr 1791.

Gn Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th Day of November Anno Domini 1791

Present

Josias Dupre Porcher Esquire Mayor

William Webb and Andrew Ross Aldermen

Tolliealla Cashawa Moodeliar Defts

Meer Hoossain Alley Saib

Affidavit of Thomas Jones of Service of Petition Copy and the Petitioner of his Attornies having prayed Leave to declare Nothing Sworn in Court Read and filed this day Ordered that Messrs Robert Williams and John Wilkinson be permitted to declare Precept Against the Petitioner for Fees Prayed for and Granted & Mr Peter Mather for Mr Stephen Popham Attorney for the Respondent Prays that the Petitioner may by Next Court day Appoint another Attorney to Act for him Ordered Accordingly

A true Extract

Filed 23d Sept. 1791

To the Honble the Mayor's
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Gocoola Mordukistnama Naick of Madras Inhabitant that Charles Darke of the same Place Free Merchant Stands indebted unto Your Orator in the full and just Sum of One Thousand and forty Star Pagodas and forty two fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four hundred and Sixteen Pounds and Eight Shillings as will more fully and at Large Appear by the Copy of a Mortgage Bond and Copy of An Account hereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as part of this Your Orators Bill of Complaint the Originals Whereof are in the possession of Your Orator and Ready to be produced to this Honble Court when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner Requested the payment of the said Sum of One Thousand and forty Pagodas and forty Two fanams

But now so it is and may it please this Honble Court the said Charles Darke obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a general Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the end therefore that the said Charles Darke may upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand and forty Pagodas and forty Two fanams with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it Please this Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prescribed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

S. Popham
Atty for Complainant

Madras 23d September 1791

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

Jos. du Pré Porcher
Mayor

Know all Men by these Presents that I Charles Darke of Madras Free Merchant am held and firmly bound unto Gocoola Mordukistnama Naick in the Penal Sum of Two Thousand Star Pagodas to the payment whereof well and truly to be made to the said Gocoola Mordukistnama Naick or his heirs executors Administrators or Assigns I do hereby bind myself my heirs executors and Administrators firmly by these Presents In Witness Whereof I have hereunto set my Hand and Seal in Madras this fourth day of April in the Year One Thousand seven hundred and Ninety One

Whereas

Know all Men by these Presents that We Charles Darke and Mordecai Darke of the City of Philadelphia Merchants are held and firmly bound unto Robert Morris Esquire Superintendant of the Finances of the United States of America in the Sum of Two Hundred and Fifty Thousand Pounds Specie to be paid to the said Robert Morris his Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated this Twenty Eighth day of April in the Year of our Lord One Thousand Seven Hundred and Ninety One and in the Fifteenth Year of the Independence of the United States of America

The Condition of the above Obligation is such that if the above bounden Charles Darke and Mordecai Darke their Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Robert Morris his Executors Administrators or Assigns the full and just Sum of One Thousand Pounds Specie with Interest thereon at the Rate of Six per Centum per Annum on the Days and Times and in the Manner following that is to say One Thousand Pounds Specie with Interest as aforesaid on the Twenty Eighth day of October next One Thousand Pounds Specie with Interest as aforesaid on the Twenty Eighth day of April which will be in the Year of our Lord One Thousand Seven Hundred and Ninety Two and One Thousand Pounds Specie with Interest as aforesaid on the Twenty Eighth day of October which will be in the Year of our Lord One Thousand Seven Hundred and Ninety Two Then the above Obligation to be void and of no Effect otherwise to remain in full force and Virtue

Sealed and Delivered in the Presence of

Wm. Dunlap
Wm. Temple Franklin

Chas. Darke [Seal]
Mordecai Darke [Seal]

D^r — Charles Darke Esq^r in Account with Moodoo Kistnama Naig — C^r

1791									1791				
April	28th	To Cash lent You			250	"	"		August	31st	By Balance	1040	42 "
	12th	To D^o			250	"	"						
	14th	To D^o	On your Bond		250	"	"						
May	9th	To D^o	of 4th Instant		50	"	"						
	13th	To D^o			100	"	"						
	17th	To D^o			100	"	"						
June	6th	To D^o			100	"	"						
August	31st	To Interest on the following Sums from the above date to this day at 12 ₰ Cent ₰ Annum											
				Int^t	D^o								
		On Sag^o	250	4	26	12	7	40					
			250	4	18	11	22	40					
			250	3	21	9	11	20					
			50	3	17	1	35	20					
			100	3	19	3	19	40					
			100	2	25	2	36						
									40	42	"		
		Pagodas							1040	42	"	Pagodas	1040 42 "

Madras 31st August 1791
Errors Excepted
A

A true Copy
J. Popham

Mayor's Court at Madrasapatnam

Tuesday the 8th Day of November Anno Domini 1791

L.S.

Present

Josias Du Pré Porcher Esquire Mayor

William Webb and Andrew Ross

Aldermen

Between Gocoolas Moodeliar Chitty Vaniah Naick of Madras Inhabitant Complainant and Charles Darke of the same place Free Merchant Defendant

Mayor's Court

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing this Court Doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand and Forty Star Pagodas and Forty two Fanams (Star Pagodas 1040.42) 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

Fees 0.5.27

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gocoolas Card of Madras Victualler that Nathaniel Oakes at present of the same Place Gentleman stands justly and truly indebted unto Your Orator in the full and just Sum of Eighty Nine Star Pagodas Twenty One Fanams Current Money of Madras aforesaid Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Star Pagoda the Sum of Thirty five Pounds fifteen Shillings and Nine Pence or thereabouts as will more fully and particularly appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and Desired by Your Orator may be Admitted as part of this his Bill of Complaint the Original being in the Possession of Your Orator and Ready to be produced Whenever this Honble Court shall Require And Your Orator further Sheweth that he hath frequently and in an Amicable manner Requested Payment of the said Sums of Eighty Nine Star Pagodas Twenty One Fanams from the said Nathaniel Oakes

But now so it is May it Please this Honble Court that the said Nathaniel Oakes obstinately and Wilfully refuses to Pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief Such as to this Honble Court may appear Agreable to Equity and good Conscience To the End therefore that the said Nathaniel Oakes May upon his Corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to every Intent and

and Corporeal Estate of the said Nathaniel Oakes Deceased, and Sold at Public Outcry to the highest Bidder for Ready Money, and the Proceeds thereof Applied to the Payment of the Debts of the said Deceased, and the Residue thereof Paid over to the Executors named in the Will of the said Deceased, as by the Accounts thereof Produced to this Court doth appear.

Whereupon it is Ordered, Adjudged and Decreed by this Court, that the Executors named in the Will of the said Deceased, be and they are hereby Allowed the Sum of Pagodas One Hundred and Twenty Nine, Twenty One Fanams, for their Commissions and Trouble in the Premises.

And it is Ordered, Adjudged and Decreed by this Court, that the said Executors named in the Will of the said Deceased, do pay unto the Complainant Mary Oakes Widow of the said Deceased, the Sum of Pagodas One Hundred and Twenty Nine, Twenty One Fanams, out of the Assets of the said Deceased, in their Hands to be Administered.

And it is Ordered, Adjudged and Decreed by this Court, that the Complainant do pay unto the Defendant John Card, the Sum of Pagodas Forty, out of the Assets of the said Deceased, in the Hands of the said Executors to be Administered.

And it is Ordered, Adjudged and Decreed by this Court, that the Complainant do pay unto the Defendant John Card, the Sum of Pagodas Eighty Nine, Twenty One Fanams, out of the Assets of the said Deceased, in the Hands of the said Executors to be Administered.

And it is Ordered, Adjudged and Decreed by this Court, that the Defendant John Card, do pay unto the Complainant Mary Oakes, the Sum of Pagodas Forty, out of the Assets of the said Deceased, in the Hands of the said Executors to be Administered.

And it is Ordered, Adjudged and Decreed by this Court, that the Defendant John Card, do pay unto the Complainant Mary Oakes, the Sum of Pagodas Eighty Nine, Twenty One Fanams, out of the Assets of the said Deceased, in the Hands of the said Executors to be Administered.

And it is Ordered, Adjudged and Decreed by this Court, that the Defendant John Card, do pay unto the Complainant Mary Oakes, the Sum of Pagodas One Hundred and Twen

Filed 4th October 1791

In the Honble the Mayor's Court at Madras pattanam

Between John Card of Madras Victualler Complainant and Nathaniel Oakes at present of the same Place Gentleman Defendant.

The Affidavit of John Card of Madras Victualler the above Named Complainant.

His Deponent Maketh Oath and Saith that the above Named Nathaniel Oakes Stands Justly and truly indebted unto this Deponent in the full and Just Sum of Eighty Nine Star Pagodas and Twenty One Fanams Current Money of Madras and this Deponent further Maketh Oath and Saith that he has Reason to believe the Defendant will depart from the Jurisdiction of this Honble Court.

John Card

Fort Saint George
this 4th day of October 1791.

Sworn to Before me

Jos. Dic. Pri. Porcher
Mayor

Filed the 8th November 1791

In the Honble the Mayor's Court at Madras pattanam

Between John Card Complainant and Nathaniel Oakes Defendant

The Affidavit of Thomas Jones One of the Serjeants of this Honble Court.

His Deponent Maketh Oath and Saith that he did Serve the above named Defendant in Person with three Rules issued in this Honble Court the last of which Was a Peremptory Rule to appear and Plead the following Term Viz. Further days Given the Defendant Till the 8th day of November Next to Answer the Complainants Bill under default of which Judgement will be given for the Complainant Cur. Sigd. G. Taylor Regr

Town Hall 25th October 1791.

Thos. Jones

Sworn in Court
this 8th Novr 1791

G. Taylor
Regr

Mayor's Court at Madraspatnam

Tuesday the 8th Day of November Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

William Webb and Andrew Ross

Aldermen

L.S.

Mayor's Court

Between John Card of Madras Victualler Complainant and Nathaniel Oakes at present of the same Place Gentleman Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court Do therefore think fit to Order and Decree and it is Accordingly Order and Decreed that the Defendant shall pay unto the Complainant the full and just Sums of Eighty Nine Star Pagodas and Twenty one Fanams of Star Pagodas 89 21 together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

Filed the 8th November 1791

In the Honble the Mayors Court at Madraspatnam

Between Charles Joseph Douglas Complainant and Mannaroo Modelly Defendant

The Affidavit of Sawmy Naddom

This Deponent Maketh Oath and Saith that he did Yesterday the Seventh Instant Attend the Office of the Examiner of this Honble Court and Acquaint him that he came for the Purpose of being Examined as a Witness on the part and behalf of the Defendant above Named and this Deponent Saith that after Waiting there till Two O'clock in the Forenoon of Yesterday he was Desired by the Examiner to Attend this Day and which this Deponent Saith he is about to do

Signed Sawmy Naddom

Attested Translation as Near as can be from the Malabar Language Rangasaydom Interpreter

Mayor's Court

Mayor's Court Minutes

Malabar

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 8th Day of November Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

William Webb and Andrew Ross

Aldermen

Charles Joseph Douglas

ver.t

Muniaroo Moodelliar

The Attorney for the Complainant prays that Publication may pass in this Cause to which the Opposite Attorney objects that a further time of One Week may be Allowed them for the Examination of Witnesses Affidavit Read and filed The Court having taken the same into Consideration it is Ordered that a further time of One Week be Allowed.

A true Extract

Filed 21st Sept.r 1791

To the Hon.ble the Mayor.t Court at Madraspatanam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Mosalicanty Joguel Puntalo of Madras Inhabitant by his Assignee Charles Joseph Douglas of the same Place Merchant as Appears by a Copy of an Assignment thereunto Annexed for the Inspection of this Hon.ble Court to which Your Orator craves leave to refer and prays the same may be taken as part of this his Bill of Complaint The original being in the possession of Your said Orator's Assignee ready to be produced when required That on or about the first day of July which was in the Year One Thousand Seven Hundred and Ninety Your Orator was possessed of and entitled to a certain Original Bond or obligation with the Condition thereunder written and all benefit of the same which Bond was Executed to Your Orator by Richard Dillon in due form of Law in words or to the Effect following as Your Orator believes having caused a Copy of the said Original Bond to be taken Know all Men by these Presents that I Richard Dillon am held and firmly bound unto Mosalicanty Joguel Puntalo in the Penal Sum of Two Thousand Six Hundred and Eighty Star Pagodas, to the Payment whereof well and truly to be made to the said Mosalicanty Joguel Puntaloo his Heirs Executors Administrators or Assigns I do hereby bind myself Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my hand and Seal in Fort St. George this fifteenth Day of August in the Year One Thousand Seven Hundred and Eighty Nine

Whereas the above bound Richard Dillon hath this borrowed and Received of the above named Mosalicanty Joguel Puntaloo the full and just Sum of One Thousand Three Hundred and forty Star Pagodas 1340/ to renewal Interest at the rate of Twelve 12/ per Cent per Annum

"Annum. Now the Condition of this Obligation is such that
"that if the above bound Richard Dillon his Heirs Executors Admi-
"nistrators or Assigns shall well and truly pay or cause to be paid unto
"Mosaliexanty Pogue Puntaloo his Heirs Executors Administrators or
"Assigns the full and just Sum of One Thousand three hundred and
"forty Star Pagodas (1340) together with such Interest as shall or
"may become due thereupon then this Obligation to be void and of
"no Effect otherwise to continue in full force and Virtue" and signed
Richard Dillon" but to which original Bond in the hands of Rajah
Jaganderaw hereafter Named or his Confederates when produced
Your Orator craves leave for further certainty to refer and Your Orator
Shews that being so Possessed of the said Bond Your Orator was
Prevailed upon by the said Rajah Jaganderow to entrust the same to
him the said Rajah Jaganderow who is an Inhabitant of Madras
and a Person subject to the Jurisdiction of this Hon^ble Court for the
Purpose of praising a Sum of Money upon the same for the use of Your
Orator who then stood in Need thereof and which Money the said
Rajah Jaganderow Persuaded Your Orator he could obtain and would
thereupon pay over unto Your Orator agreeable to the intention of
Your Orator who Accordingly delivered to him the said Original
Bond that is to say on or about the said first day of July in the said
Year One Thousand Seven hundred and Ninety — Exhibit
to wit May it please this Hon^ble Court that the said Rajah Jaga-
nderow combining and confederating with the Ramah Naick of
Madras aforesaid Dubash and various other Persons at present
unknown to Your Orator whose names when discovered Your Orator
prays leave to insert herein with apt and proper words to charge
them and every of them as Defendants, to defraud Your Orator in the
Premises and they the said Confederates having formed a design to
avail themselves of the benefit of the said Bond from the time of
the

the delivery of such Bond he hath so delivered the same to the said
Other Defendant Ramah Naick he the said Rajah Jaganderow
hath never paid unto Your Orator or his said Assignee any Sum
of Money therefore agreeable to his promise nor hath the said
Rajah Jaganderow or the said Ramah Naick in any manner
Accounted with Your Orator or his said Assignee for the said Bond
and though frequently and kind and amicable manner applied to
by Your Orator to deliver up the said Bond Your Orator having never
Made any Assignment of the same to the said Rajah Jaganderow
Nor the said Ramah Naick ever received any compensation what
ever from them or either of them for the same Yet the said Rajah
Jaganderow nor the said Other Defendant Ramah Naick who
hath in like manner been Applied to by Your Orator to deliver
up the said Bond and who hath been fully Apprized of Your
Orators Right thereto have not delivered the same or in any
Manner satisfied Your Orator for their or either of them detaining
the same but do severally refuse and decline so tho they know the
same to be the sole and Exclusive property of Your Orator or his
said Assignee so to comply with Your Orators just request All
which Actings Refusals pretences and designs of the said Confede-
rates are contrary to Equity and good conscience and tend to
Your Orators great wrong and injury To the End therefore and
in order thereto, that the said Rajah Jaganderow and Ramah
Naick and their confederates when and as they shall be discovered
May upon their several and respective Corporal Oaths true and
Perfect Answer make to all and singular the premises herein
before set forth as fully as if the same were here again repeated and
Particularly Interrogated to be Answered unto and more Especi-
ally that the said Confederates may According to their respective
knowledge

Knowledge, information and belief, Answer and Set forth Whether
Your Orator was not on or about the Time herein before Mentioned
or at what other time Possessed of said Entitled to the original Bond
of Richard Dillon herein before Set forth as of his own right and being
so Possessed whether or no Your Orator did not in confidence and for
the purposes herein before charged or what other purposes entrust
and deliver to the said Rajah Jagandeerow the said Original Bond
and whether the said Purposes were carried into any and what
Execution and whether any Assignment or Conveyance of the said
Bond took Place thereon Towards the detention of the said Bond and
Whether Your Orator has not frequently by himself also by his
Assignee aforesaid as well as by his Attorney at Law Mr. John
Wilkinson made frequent Application to the said Confederates
Respectively to deliver up such Bond and whether they the said
Confederate have not refused or neglected so to do and why and
for what reason they have so refused or neglected. And that the
said Confederates may respectively Set forth in whose Possession
the said Bond now is, and by what right or title the same is
Withheld from Your Orator, and whether they the said Confederates
do not respectively Know and are well satisfied that such Bond is
the Property of Your Orator or his said Assignee without any charge or
incumbrance thereon whatever of them or either of them or of any
other Person save Your said Orator's Assignee and that they the
said Confederates may be Decreed and compelled to deliver up to
Your Orator or his said Assignee the said Bond uncancelled and in
like state as the same was delivered by Your Orator to the said Rajah
Jagandeerow and that Your Orator may have such other and further
Relief in all and singular the Premises as to this Honble Court shall
Seem

May it Please this Honble Court to cause the
said

Said Rajah Jagandeerow and Ramah Naick to be Summoned and
required by the Sheriff of Fort Saint George and Towns of Madraspatnam
and the Districts thereof Personally to be and Appear before this Honble
Court at a certain Time and Place to be by this Honble Court prefixed
and Appointed then and there to Answer this Your Orator's Bill
of Complaint and further to stand to and abide by such Order
and Decree therein as to this Honble Court shall Seem Meet

Wh. 12th Day of September 1794

This Bill was shewn to me in the Days
of Adjournment but a Summons Issue
returnable next Court Day.

Jos. Dl. Pré. Porcher
Mayor

John Wilkinson
Atty for Compt.ts

To all People to whom these Presents shall come Greeting

Whereas Richard Dillon did by one Bond or Obligation
bearing Date the fifteenth Day of August which was in the Year One
Thousand Seven hundred and Eighty Nine became bound to Mosa
ticonty Joguee Puntalo of Madras Inhabitant in the Penal Sum
of Two Thousand Six hundred and Eighty Star Pagodas condi
tioned for the Payment of the Sum of One Thousand three hundred
and forty Star Pagodas and Interest at the rate of Twelve per Cent
Per Annum And Whereas there now remains due to the said
Mosaticonty Joguee Puntalo for Principal and Interest on the said
Bond the Sum of One Thousand Six hundred and Seventy four
Pagodas, twenty four Fanams and twenty two Cash Now Know
all Men by these Presents that the said Mosaticonty Joguee Puntalo
for and in consideration of the Sum of five Pagodas and Various
other good Considerations to him in hand paid by Charles Lesegth
Douglas

Douglas of the same Place Merchant the receipt whereof he the said Mosalicanty Joque Puntalou doth hereby Acknowledge He the said Mosalicanty Joque Puntalou hath assigned transferred and Set over and by these Presents Doth assign Transfer and set over unto the said Charles Joseph Douglas the said Recited Bond or Obligation and the Monies thereupon due and owing and all his right and Interest thereof in and to the same And the said Mosalicanty Joque Puntalou for the Considerations aforesaid hath made ordained and Appointed and by these Presents doth make ordain constitute and Appoint the said Charles Joseph Douglas his Executors and Administrators his true and lawful Attorney and Attornies irrevocable for him and in his Name and in the name and Names of his Executors and Administrators but for the Sole and proper Use and benefit of the said Charles Joseph Douglas his Executors Administrators and Assigns to ask require demand and receive of the said Richard Dillon his Heirs Executors and Administrators the Monies due on the said Bond and on non payment thereof his heirs Executors Administrators to sue for recover and receive the same and on Payment thereof to deliver up and cancel the said Bond and give sufficient Releases and Discharges thereof and one or more Attorney or Attornies Under him to constitute and do whatsoever the said Charles Joseph Douglas or his Attorney or Attornies shall lawfully do in the Premises the said Mosalicanty Joque Puntalou doth hereby Allow and Affirm, And the said Mosalicanty Joque Puntalou for himself his Heirs Executors and Administrators doth covenant and Promise with the said Charles Joseph Douglas his Executors and Administrators that he the said Mosalicanty Joque Puntalou hath not nor will receive the said Monies due or to become due on the said Bond or any part thereof neither shall or will release or discharge the same or any Part thereof nor shall or will Arrest, Discontinue, release or discharge any Action

Action, Suit, Bill, Plaint, Judgment, or Execution thereupon or for the same or any Part thereof, to be had brought, Prosecuted, or obtained, nor Countermand or Revoke any Power or Authority hereby Given to the said Charles Joseph Douglas his Executors, Administrators or Assigns, Without the Special Licence and Consent of the said Charles Joseph Douglas his Executors, Administrators or Assigns therein or thereunto first had and obtained in writing or the rule order or Decree of some Court of Law or Equity, but will Own and allow of all Lawful Proceedings for Recovery thereof. He the said Charles Joseph Douglas saving the said Mosalicanty Joque Puntalou harmless of and from any Costs that may happen to him thereby In Wittness whereof he the said Mosalicanty Joque Puntalou hath hereunto Set his hand and Seal in Madras aforesaid this fourteenth day of September One Thousand Seven Hundred and Ninety One

Signed Sealed and Delivered
Where Stamp Paper is not in use
In the Presence of
Ameraya Ramiah
Pelly Jamboo

/ Signed / Mosalicanty Joque Puntalou (L.S.)

A True Copy
John Wilkinson
Atty for Complainant

Filed this 8th
November 1791

In the Honble the Mayors
Court at Madraspatnam

Between Charles Joseph Douglas
Complainant and Munnaroo Moodelly
Defendant

The Affidavit of Sawmy Naddam

This Deponent Maketh Oath and Saith
that he did Yesterday the Seventh Instant Attend the Office of the
Examiner of this Honble Court and Requainted him that he came for
the Purpose of being Examined as a Witness on the part and behalf
of the Defendant abovenamed and this Deponent Saith that after
Waiting there till Two Oclock in the Forenoon of Yesterday he was
desired by the Examiner to Attend this day and which this Deponent
Saith he is about to do

Signed Sawmy Nadom

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

Ranganaudom
Interpreter

Sworn in Court
Jno Hamilton
Dep. Regr

Malabar Deposition

Mayor's Court at Madraspatnam

Tuesday the 8th Day of November Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

William Webb and Andrew Ross

Aldermen

Between Moodliconda Joque Pantaloo of Madras Inhabitant by his Assignee Charles Joseph Douglas of the same Place Merchant Complainant and Rajah Tagandernow Did Ramalo Naick of the same Place Dubash Defendants

The Defendants by their Attornies Messrs James Stuart Hall and John Hamilton having brought into Court the Original Bond for the Recovery of which the Complainant has brought this Action and having Admitted the Justness of the Complainants Demand, This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the said Bond be delivered up to the Complainant and that the Defendants do pay the Costs of this Suit

Decd

Filed 2 Novr 1790

In the Hon^ble the Mayor's Court at Madraspatnam

Between Tellicalla Cashewa Modeliar Complainant And Shesha Chellum Defendant

The Humble Petition of the United Company of Merchants of England Trading to the East Indies by their Agent for Representation Major General William Medows President in Council at Fort Saint George and Commander in Chief of all their Forces on the Coast of Coromandel Sir Charles Oakeley Baronet and John Huddleston Esquire Members of the said Council

Sheweth

That the said Complainant did on the 12th day of August Which was in the Year of Our Lord One Thousand Seven hundred and Eighty five exhibit and file his Bill of Complaint in this Hon^ble Court against the said Defendant for the Recovery of a certain Sum of Money due and owing unto him the said Complainant from the said Defendant upon his Mortgage Bond and a Decree was passed against the said Defendant for the Amount of the said Complainants Demand and the Term of fourteen days allowed by the Charter having elapsed Without the said Defendant Satisfying the said Decree of this Hon^ble Court or appealing therefrom this Hon^ble Court was pleased on the first Day of July last to grant and issue a Writ of Execution against the Goods Chattels and Effects of the said Defendant directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof requiring and commanding him the said Sheriff to seize upon and Sequester the Goods Chattels and Effects of the said Defendant and by Sale thereof to levy the Amount of the said Complainants Demand

Demand by Virtue of which said Writ of Execution the said Sheriff did Seize upon a large Spot of Ground Situated in Pedda Naicke Pettah in Caunny Coolam Street between the Gardens of Meeyah Saib and Soobramoneya Chitty under Pretence that the Premises were the Property of and belonged to the said Defendant and did Advertize the same for Sale as by a Copy of the said Advertisement hereunto Annexed for the Inspection of this Hon.ble Court and prayed to be taken as part of this Petition may Appear Whereas Your Petitioners shew that the said Premises are the Property of the said United Company and have never been sold to the Defendant or any other Person under whom the Defendant can shew a Title thereto

All which Matters and things Your Petitioners hope in due time to prove to the Satisfaction of this Hon.ble Court and they therefore pray that the Sheriff be restrained by Order of this Court from Selling the said Premises till the further Order thereof and that the Complainant do pay all Costs of this Petition.

L. Popham
Solicitor for the Petitioners

Fort St. George 27th August 1790

Tellecallay Cashava Moodelliar
ver.
Shashachellum

Public Notice is hereby given that on the 13th September Next will be sold by Public Outcry on the Premises between the Hours of 4 and 6 in the Afternoon and to continued daily until all are sold a large Spot of Ground Situated in Pedda Naicke Pettah in Caunny Coolam Street between the Gardens of Meyah Saib and Soobramoneya Chitty to be devided into 18 Lots Viz.t

1st Lot a Piece of Ground measuring in Length from North to South at the East End 70 Feet and at the West End 71 Feet and in Breadth from East to West 18 Feet or thereabouts

2d Lot From North to South at the East End 71 Feet and at the West End 72 1/8 Feet and from East to West 30 Feet

3d Lot From Do. to Do. at Do. 72 1/8. and at Do. 73 1/4. and from Do. to Do. 30. Feet

4th Lot From Do. to Do. at Do. 73 1/4. and at Do. 74 3/8. and from Do. to Do. 30. Feet

5th Lot From Do. to Do. at Do. 74 3/4. and at Do. 75 1/2. and from Do. to Do. 30. Feet

6th Lot from Do. to Do. at Do. 75 1/2. and at Do. 76 5/8. and from Do. to Do. 30. Feet

7th Lot from Do. to Do. at Do. 76 3/8. and at Do. 77 3/4. and from Do. to Do. 30. Feet

8th Lot from Do. to Do. at Do. 77 3/4 and at Do. 80. and from Do. to Do. 30. Feet

9th Lot from Do. to Do. at Do. 78 3/8 and at Do. 80. and from Do. to Do. 30. Feet

10th Lot from Do. to Do. at Do. 70. and at Do. 71. and from Do. to Do. 30. Feet

11th Lot from Do. to Do. at Do. 71. and at Do. 72 1/8. and from Do. to Do. 30. Feet

12th Lot from Do. to Do. at Do. 72 1/8. and at Do. 73 1/4. and from Do. to Do. 30. Feet

13th Lot From Do. to Do. at Do. 73 1/4. and at Do. 74 3/8. and from Do. to Do. 30. Feet

14th Lot from Do. to Do. at Do. 74 3/8. and at Do. 75 1/2. and from Do. to Do. 30. Feet

15th Lot from Do. to Do. at Do. 75 1/2. and at Do. 76 3/8. and from Do. to Do. 30. Feet

16th Lot from Do. to Do. at Do. 76 3/8. and at Do. 77 3/4. and from Do. to Do. 30. Feet

17th Lot from Do. to Do. at Do. 77 3/4. and at Do. 78 7/8. and from Do. to Do. 30. Feet

18th Lott from Do to Do at Do 78 ⅞ and at Do 80. and from Do to Do 30. feet or thereabouts, being the Property of the abovenamed Defendant and Seized by the Order of the Hon^ble the Mayor's Court and as a Deposit of 10. Per Cent is to be made by the Person or Persons who shall Purchase the said Lots all Persons who shall attend the Sale are to take Notice thereof and come Prepared Accordingly and unless the Purchase Money is Paid Within 10 Days after the Day of Sale the Deposit shall be forfeited, the said Lots to be Resold and if any Deficiency to be paid by the first Purchaser a Plan of which may be seen at the Deputy Sheriffs Office in Luncaramalia Street China Bazar

[Signed]

P. Bramsil
Sheriff

A true Copy

J. Popham

Feb^y the 15th
March 1793

In the Hon^ble the Mayor's Court at Madraspatnam

Between Tottecalley Cashiva Moodeliar Complainant and Shechachellum Defendant

The Answer of the said Tottecalley Cashiva Moodeliar the abovenamed Complainant to the Petition of the United Company of Merchants of England trading to the East Indies by their Agents or Representatives Major General William Medows President in Council at Fort Saint George and Commander in Chief of all the Forces on the Coast of Coromandel Sir Charles Oakeley Baronet and John Huddleston Esquire Members of the said Council

This Respondent admits that he did on the Thirteenth

Thirteenth Day of August which was in the Year of Our Lord One Thousand Seven Hundred and Eighty five exhibit and file his Bill of Complaint in this Hon^ble Court against the said Defendant for the Recovery of a certain Sum of Money due and Owing to this Respondent from the said Defendant upon his Mortgage Bond and that a Decree has there upon passed Against the said Defendant for the Amount of this Respondents Demand and that the Term of Fourteen Days Allowed by the Charter having expired without the said Defendant Satisfying the said Decree of this Hon^ble Court or Appealing therefrom this Hon^ble Court was pleased on the first Day of July last to grant and issue a Writ of Execution Against the Goods Chattels and Effects of the said Defendant directed to the Sheriff of Fort Saint George Town of Madras Pattanam and the Districts thereof requiring and Commanding him Demand and Sequester the Goods Chattels and Effects of the said Defendant and by sale thereof to levy the Amount of the said Execution Demand by Virtue of which said Writ of Execution the said Sheriff did Seize upon a larger Spot of Ground Situated in Peddanaicken Pettah in Chinny Calum Street between the Gardens of Meyatchaib and Soobramanya Chitty not under Pretence but as being the Sea and Undoubted Property of the Defendant and this Respondent Admits that the said Sheriff did Advertize the same for Sale and that the Copy Annexed to the Petition May be a true Copy thereof but this Defendant can by no means Admit that the same is the Property of the Petitioner and denies to that the same has been regularly Sold to the Defendant as well hereinafter Appear and that he can Shew a fair honest Title thereto Whereas the Petitioners have not thought proper to Shew any Title Which of Course they ought to do before they can have any pretence to Disturb the Quiet Possession of any other This Respondent says that this in the first place is Absolutely Necessary for it is not true

Nor

Nor to be Admitted that they have the Allodial Rights of all those
Lands over which they claim Sovereignty their Rights Whatever
they are or however derived cannot be greater than those of the Powers
from whence they derived them and Must be subject to the Estates
and Interest of the Individuals who then Occupied them that this
Must be the Cases Evident from the Nature of the Thing itself and
and all other Grants and that the fact was so and always Understood
to be so by the Representatives of the Company is evident from the manner
in which the Certificates were always Granted to which the only Title
expected was a Quiet Possession Whereas if the Company had Claimed
it as their Property this Would not have been sufficient but they Would
have Insisted upon some Valuable Consideration and then instead of a
Certificate they Would have given a Bill of Sale From this Reasoning
therefore and these facts it is clear that a quiet Possession is Always a
Good Title Against the Petitioners unless they can Particularly Shew
some especial Title and as in the present Petition they have not
Shewn as the prayer of the Petition Must fail as being founded on
a Mistaken Principle which cannot Support it for this a Rule
in Law in Cases of Gavelmint Which we think is the Method of Trying Titles
to Land in England that the Demandant or the Person who Claims the
Land must show a clear independant Title to it in himself and cannot
derive any Advantage from the Informality of the Title of the Tenants or
the Person who Possesses the Land and whose Possession alone is favored
by Law as a Prima facie Proof of his Right This therefore as this Respondent
is Advised is a sufficient Answer to the Petition But as the Petition
Also charges that the Ground in Question has never been Sold to the Defen-
dant or any other Person under whom the Defendant can shew a title
This Respondent begs leave further to Shew to this Honble Court that in
this they are totally Mistaken and Such Assertion is directly
Contrary

Contrary to the fact for the fact is that in or about the Year of the
Christian Era One Thousand Seven hundred and Seventy four a
Suit was brought in this Honble Court by the Reverend Mr
Fabricius Against One Arnachellum who then possessed it and
the Defendant not Appearing to the Suit the Ground in Question
was Sequestered by an Order of this Honble Court on the Sixth
Day of September One Thousand Seven hundred and Seventy
four and further Proceeding being had thereupon the same was
Sold at Public Outcry by William Leight Esquire then the Sheriff
of Fort Saint George Town of Madraspatnam and the Districts
thereof in consequence of an Order of this Honble Court to him
for that purpose directed and the Defendant being present
at the said Outcry and having bid for the same the Sum of Four
hundred and Twenty four Pagodas and Twenty
was declared to be the highest Bidder and did Accordingly
become the Purchaser thereof And in consequence thereof and in
Consideration of the Sum of Four hundred and Twenty four
Pagodas and Twenty One Fanams to the said Sheriff in hand
fully Paid and Satisfied he the said William Leight Esquire the
Sheriff aforesaid did execute a Regular Bill of Sale to the Defendt
in the usual Manner and form and with the usual formality of
being Registered in this Honble Court as by the Records and Proceedings
thereof as well as by the Copy of the said Bill of Sale hereunto Annext
the Original being ready to be produced if required may fully and at
Large Appear by Virtue of which Bill of Sale the Defendant entered
into and became lawfully Possessed of the Ground in Question
and has ever since continued in the Peaciable Quiet and Uninter-
rupted Possession thereof from the Date of the said Bill of Sale to the
Present

Present time a Length of Possession as this Respondent is Advised that gives a good and indefeasible Title to the Defendant and Sufficient to bar and preclude the Petitioners even if they had a Title originally from any Right thereto at present. And this Respondent also says and insists that the Sale of the Sheriff made in the Public Manner it is and under the Sanction and by the Order of the Honble Court is also a Sufficient and good Title and being Advertized in the Manner it is all Persons Must Know of the Intended Sale and if they have any Claims they ought to pursue it by a Petition to this Honble Court before the Sale takes Place and as the Petitioner could as well have Applied then as now after so long a Period it would be Cruelty and Injustice in the highest Degree to Admit of such an Application Now and be at once Shaking the Titles of every Bill of Sale that ever has been granted by any Sheriff by which so large a Share of the Property of the Settlement is held and which is the only Protection a Purchaser ever looks to as all the former Documents & Bills of Sale & other Writings are of Course Remaining in the hands of the former Possessor. The Endless Litigations and ill Consequences that such a Precedent would Occasion are so obvious that they Need not be enlarged on and are of infinitely More Importance to the Petitioners themselves than any Advantages they could ever receive from the Ground in Question even if it ever had been their Right which shows even this Respondent Altogether denies. And this Respondent further says that in further Confirmation of this Defendant Title to the Ground in Question he always regularly Paid to the Petitioners or their Representatives the Scavengers Duty and Quit Rent Assessed upon it which they regularly received and Granted Regular Receipts and Discharges for the same the Copy of One of which is hereunto

hereunto Annexed for the Inspection of this Honble Court and the Original Ready to be produced if Required and during the Space of time it has been in this Possession they never Pretended any Claim thereto and upon some late Orders of Government in the time of Sir Archebald Campbell respecting the Rights of the Petitioner to Certain Ground in the Black Town or its District to George Maule Esquire who as Major of Engineers in the Petitioners Service was directed to make the Enquiry did Actually make enquiry Perusing the Defendants Title and Allowed the same to be good and Sufficient. This Respondent Says further that at the time he purchased the said Piece of Ground it Contained a large Tank which the Defendant filled up at the Expence of near a Thousand Pagodas or thereabouts and thereby made it much more Valuable than it was at the time it was purchased so that it would be the greatest Piece of Injustice to deprive him of any of the Money which he was induced to Advance under the Seal and Sanction of this Honble Court but of this further Large Sum of Money which in full Confidence of the Sufficiency of this Title under the Sheriffs Bill of Sale he was also induced to lay out.

All which Matters and Things this Respondent is ready and willing to aver Maintain and prove as this Honble Court shall be pleased to direct and humbly prays as in and by his said Bill of Complaint he hath already prayed And that the said Petition of the said Petitioners be Dismissed with full Costs to be paid to this Respondent.

J. Walker
Atty for Respt

Know all Men by these Presents that I William Light Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof having by an Extract Issued directed by the Honble the Mayors Court at Madrasapatnam and dated the Sixth day of September One Thousand Seven hundred and Seventy four made Seizure in due form of a Piece of Ground late the Property of Annachellum situated in Peddanaicko Pettah in Chaunce Cullum Street Between the Gardens of Soobramonea Chitty and the Meera Saibe Measuring in Length from East to West at the South side Two Hundred and Fifty eight Feet and in Breadth from North to South at the West side One hundred and Eighty Feet and in Length from East to West at the North side Two Hundred and Fifty five Feet and in Breadth from North to South at the East side One hundred and Eighty One Feet Also a piece of Ground Adjoining Measuring in Length from North to South thirty six Feet and in Breadth from East to West Sixteen Feet or thereabouts and having put up the said Piece of Ground to Sale by Publick Outcry at the Sea gate on the Twelfth day of December One Thousand Seven hundred and Seventy Six for which said piece of Ground Cheroka Pullee of Madras Merchant offered the Sum of Four Hundred Twenty four Pagodas and Twenty One Fanams Current Money of Madras and was the highest Bidder I have therefore for and in Consideration of the said Sum of Four hundred Twenty four Pagodas and Twenty One Fanams Current of Madras to me in Paid by the said Cheroka Pullee the receipt whereof I do hereby Acknowledge Bargained and Sold and by these Presents do Bargain and Sell unto the said Cheroka Pullee the said piece of Ground Together with all the Appurtenances thereunto belonging To have and to hold the same unto the said Cheroka Pullee his Heirs Executors Administrators and Assignes for Ever In Witness Where of I have hereunto Set my hand and the Seal of my Office in Fort Saint George this 12th day of July Anno Domini 1777.

Witness
(Signed) E. Lane

(Signed) Willm Light (L.S.)
Sheriff

Registred in the Registry of the Honble the Mayors Court at Madrasapatnam in Folio 137 N 750 this 16th day of July 1777

(Signed) James Taylor
Regr

A true Copy
Tho. Ledsham

A true Copy
P. Walker
Actg for Regr

No 19 Peddanaigue Pettah
Shasapella ---------- D°
To Quit Rent for one Year ending this day P. ---- " 100"
To Scavengers Duty D° ---------- " 200"
To Pollegar fees ---- 3" P. ---- " 300"

Fort St George Annechell Rent: Gen
August 31. 1790

A true Copy
P. Walker
Actg for Regr

Interrogatories to be Administered to Such Witnesses as shall be Produced sworn and examined on the Matter of the United Company of Merchants of England Trading to the East Indies by their Agents or Representatives, Major General William Medows Sir Charles Oakely Baronet and John Hudleston Esquire Petitioners and Tellicalley Cashava Moodelliar Respondent now depending at the Suit in the Honble the Mayors Court at Madraspatnam wherein a certain Cause wherein Tellicalley Cashava Moodelliar is Complainant and Sheshachillum is Defendant.

On the Part and behalf of the Petitioners.

To Major George Maule ... 1st Interrogatory. Do You know the Petitioners and Respondent or Defendant and Complainant in the Title of these Interrogatories named or either and which of them? If Yea, how long have You so known either and which of them? Declare

Ditto ... 2d Interrogatory. Were You or Were You not Superintendant of the Grounds belonging to the Petitioners in this Cause during the time Major General Sir Archibald Campbell was Governor of Fort Saint George and President of the Council there? If Yea, look at the Paper Writing now produced to You at the time of Your Examination and purporting to be the Copy of a Publick Advertisement by Benjamin Bramfill Esquire late Sheriff of Fort Saint George for the Sale of certain Grounds said to be the Property of the Defendant Seized under an Execution in which Defendant was a Party Cause and now claimed by the Petitioners as their Property. Say whether any Enquiry was made by You as Superintendant of their Grounds during the time Sir Archibald Campbell was Governor and President of the Council of Fort Saint George respecting the Grounds comprised in the said Advertisement. If Yea, what was the result of Your Enquiry thereon.

Last Interrogatory. Do You know of any other matter or thing touching the Matters in Question in this Cause which may tend to the Benefit and Advantage of the Petitioners beside what You have already been interrogated unto. If Yea declare the same fully and at large as if You had been particularly interrogated thereunto.

L. Popham
Attorney for Petitioners

In the Honble the Mayors Court at Madraspatnam

Between Tellicalley Cashava Moodeliar Complainant, and Sheshachellum Defendant

The Humble Petition of the United Company of Merchants of England trading to the East Indies by their Agents or Representatives Major General William Medows President in Council at Fort Saint George and Commander in Chief of all the Forces on the Coast of Coromandel Sir Charles Oakeley Baronet and John Hudleston Esquire Members of the said Council

Sheweth

That the said Complainant did on the day of which was in the Year of Our Lord One Thousand Seven hundred and

and Eighty exhibit and file this Bill of Complaint in this Hon.ble Court Against the said Defendant for the Recovery of a certain Sum of Money due and Owing unto him the said Complainant from the said Defendant upon this Mortgage Bond and a Decree was Passed against the said Defendant for the Amount of the said Complainants Demand and the Term of Fourteen days Allowed by the Charter having elapsed without the said Defendant Satisfying the said Decree of this Hon.ble Court or Appealing therefrom this Hon.ble Court was Pleased on the day of last to Grant and Issue a Writ of Execution against the Goods Chattels and Effects of the said Defendant Directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Requiring and Commanding him the said Sheriff to Seize upon and Sequester the Goods Chattels and Effects of the said Defendant and by Sale thereof to levy the Amount of the said Complainants Demand by Virtue of which Writ of Execution the said Sheriff did Seize upon a large Spot of Ground Situated in Peddah Naicks Pettah in Chauncy Coolam Street between the Gardens of Muzah said and Soobramonyea Chitty under pretence that the Premises were the Property of and belonged to the said Defendant and did Advertize the same for Sale as by a Copy of the said Advertisement hereunto Annexed for the Inspection of this Petition may Appear. Whereas Your Petitioners Shew that the said Premises are the Property of the said United Company and have never been Sold to the Defendant or any other Person under whom the Defendant can shew a Title thereto

All which Matters and things Your Petitioners hope in due time to prove to the Satisfaction of this Hon.ble Court and they therefore Pray that the Sheriff be restrained by Order of this Court from Selling the said Premises till the further Order thereof that the Complainant do pay all Costs of this Petition.

Solicitor for Petitioners

th
Fort St. George 27. August 1790

Tottecallay Cashava Modelliar
Junr.
Shashachellum

Public Notice is hereby given that on the 8th September next will be sold at Public Outcry on the Premises between the Hours of 4. and 6. in the Afternoon and to continue daily until all are Sold a large Spot of Ground Situated in Peddas Naicks Pettah in Chauncy Coolam Street between the Gardens of Muzah Saib and Soobramonyea Chitty to be divided into 18 Lots Viz.th

1st Lot, a Piece of Ground Measuring in Length from North to South at the East End 70. Feet and at the West End 71. Feet and in Breadth from East to West 18. Feet or there abouts

2d Lot From North to South at the East End 71 Feet and at the West End 72 1/8 Feet and from East to West 30. Feet.

3d Lot From D.o to D.o at D.o 72 1/8 and at D.o 73 1/4 and from D.o to D.o 30. Feet.

4th Lot From d.o to d.o at d.o 73/4 and at d.o 74 3/8 and from d.o to d.o 30th Feet.

5th Lot From d.o to d.o at d.o 74 3/8 and at d.o 75 1/4 and from d.o to d.o 30. Feet.

6th Lot from d.o to d.o at d.o 75 1/2 and at d.o 76 5/8 and from d.o to d.o 30. feet.

7th Lot from d.o to d.o at d.o 76 5/8 and at d.o 77 3/4 and from d.o to d.o 30. feet.

8th

8th Lot from North to South at the East End 77¾ feet and at the West End 78½ and from East to West 30 Feet.

9th Lot from D° to D° at ---- D° 78½ and at D° 80 and from D° to D° 30 Feet.

10th Lot from D° to D° at ---- D° 70 and at ---- D° 71 and from D° to D° 25 feet.

11th Lot from D° to D° at ---- D° 71 and at ---- D° 72½ and from D° to D° 30 feet.

12th Lot from D° to D° at ---- D° 72½ and at ---- D° 73¼ and from D° at D° 30 feet.

13th Lot from D° to D° at ---- D° 73¼ and at ---- D° 74⅜ and from D° at D° 30 feet.

14th Lot from D° to D° at ---- D° 74⅜ and at ---- D° 75½ and from D° to D° 30 feet.

15th Lot from D° to D° at ---- D° 75½ and at ---- D° 76⅝ and from D° to D° 300 feet.

16th Lot from D° to D° at ---- D° 76⅝ and at ---- D° 77¾ and from D° to D° 30 feet.

17th Lot from D° to D° at ---- D° 77¾ and at ---- D° 78⅞ and from D° to D° 30 feet.

18th Lot from D° to D° at ---- D° 78⅞ and at ---- D° 80 and from D° to D° 30 feet or thereabouts, being the Property of the above Named Defendant and Seized by Order of the Honble the Mayor's Court and as a Deposit of 10 P Cent is to be made by the Person or Persons who shall purchase the said Lots, all Persons who shall attend the Sale are to take Notice thereof and come prepared Accordingly and unless the Purchase Money is paid within 10 days after the Day of Sale the Deposit shall be forfeited, the said Lots to be Resold and if any Deficiency to be Paid by the first Purchaser. A Plan of which may be seen at the Deputy Sheriffs Office in Linga Varada Chetty Street China Bazar.

B. Bramfill
Sheriff

This Exhibit was shewn to George Maule at the time of his Examination before me on the Part of the Petitioners in a certain Matter Now Depending In the Hon^ble the Mayor's Court at Madrasapatnam Wherein the Hon^ble United Company of Merchants of England Trading to the East Indies by Major Gen^l William Medows Sir Charles Oakely Bar^t and John Huddleston Esq^r Pet^rs and Tellicalley Cashava Mondelliar Respt and Sheshachellum Defendant was on the 13th Day of June Anno Domini 1791

Benjamen Bramfill
Ex^r

Mayor's Court at Madrasapatnam

Between The United Company of Merchants of England Trading to the East Indies by their Agents or Representatives Major General William Medows Sir Charles Oakely Baronet and John Huddleston Esquire Pet^rs and Tellicalley Cashava Mondelliar Respondent now Depending at the Suit in the Hon^ble the Mayor's Court at Madrasapatnam in a certain Cause wherein Tellicalley Cashava Mondelliar Complainant and Sheshachellum Defendant

On the Part of the Petitioners

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

George Maule Major in the Hon^ble Company's Service Aged Thirty Seven Years or thereabouts being Produced as a Witness in this Affair On the Part of the Petitioners

This

Petitioners was on the Thirteenth Day of June One Thousand Seven hundred and Ninety One Signified at the Office of Mr. Peter Walker who is Attorney for the Respondent by Casavah Jenny Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deponeth as following.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Petitioner Major General William Medows in this Affair, and that he hath so known him Nine Years or thereabouts — And that he doth know the Petitioner Sir Charles Oakely Baronet in this Affair and that he hath so known him Nineteen Years or thereabouts — and that he doth also know the other Petitioner John Huddleston Esqr in this Affair, And that he hath so known him about the Same Number of Years — And that he doth know the Respondent Tellecally Cashava Mondelliar in this Affair and that he hath so known him Fourteen Years or thereabouts — And that he does Not know the Defendant Sheshachellum in this Cause — And more he saith Not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent Saith, he was Superintendant of the Grounds belonging to the Petitioners in this Cause during the time Major General Sir Archd. Campbell was Governor of Fort St. George and and President of the Council thereof — This Deponent hath looked at the Paper writing now produced and Shewn to him at this the time of his Examination purporting to be a Copy of a Publick Advertizement by Benj.n Branfill Esqr late Sheriff of Fort St. George for the Sale of certain Grounds said to be the Property of the Defendant seized under an execution which issued in the above Cause and now claimed by the Petitioners as their Property and Saith that he does not recollect making any Enquiry respecting the Grounds Comprized in the said Advertizement — but this Deponent is convinced in his own mind that the Ground in Question is the Property of the Petitioners as the Representatives of the Honble Company — And more he Saith not to this Second Interrogatory —

To the last Interrogatory this Deponent Saith, that he recollects Making Enquiry as Superintendant of the Company's Grounds sometime in the Month of October One Thousand Seven hundred and eighty eight to the Committee of Works — by which it appears that the Ground in Question is the property of the Petitioners as the Representatives of the Honble Company — And further Saith the particular measurement of the said Ground is entered on the Records of the Committee of Works — And more he saith not to this last Interrogatory —

Benjamin Branfill
Esq.r

Geo.e Maule
Lieut. Comp.d Lands

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined on a certain Matter now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein the Honble the United Company of Merchants of England Trading to the East Indies by Major General William Medows President in Council of Fort Saint George and Commander in Chief of the Forces on the Coast of Coromandel Sir Charles Oakely Baronet and John Huddleston Esquire Members of the said Council and Petitioners and Tellecally Cashava Modelliar is Respondent In the Cause Wherein the said Tellecally Cashava

Cashewa Modelliyar Complainant and
Sheshachellum &c Defendant.

On the Part and Behalf of the Respondent.

To all the Witnesses } 1st Do You or do You not know the Parties in the Title of these Interrogatories Named or either or any and which of them by Name
If Yea how long have You known them or any or either and which of them
Declare

To Govapah 2d Do You or do You not know a piece of Ground Situate in Peddo Naicke Pettah in Chauney Coolam Street between the Gardens of Mayah Saib and Soobramaney Chitty If Yea how long have You known the same have You or have You not rented the said Garden If Yea for what length of time have You rented the same to whom have You constantly paid the Rent, Who is the present Owner thereof did You ever hear of any other Person having or pretending to have any Right thereto how Many Years have You known it to be in the Possession of the Present Owner Declare

To Ayia Pillay 3d Are You or Are You not usually employed in the Receiving or keeping the Account of the Scavengers Duty and Quit Rents Payable to the Petitioners for Houses and Grounds in the Black Town If Yea how Long have You been employed in that Business is or is not the above Named Defendant Sheshachellum named in Your Books as the Proprietor of the Ground in Question If Yea how long does his Name appear as Proprietor thereof did he or did he not always pay the Scavengers Duty and Quit Rent levied on the said Ground in the same Manner as other Proprietors and Was or was not such Money received on Account of the Petitioners Look at the Exhibit now produced to You Marked with the Letter A is it or is it Not Similar to the Receipts that are constantly given to the other Proprietors in the Black Town Declare

To

To Moodooramy Pillay } 4th Are You or are You not well Acquainted with the Piece of Ground in Question If Yea how long have You known it and who is and has been the Owner thereof to the best of Your Knowledge or Recollection has or has not any Person claimed any Right or Title thereto except the Present Owner since he Possessed the same did You or did You not ever draw up any Agreement Respecting the said Ground If Yea who was considered by the Parties to such Agreement as owner of the said Ground Do You or do You not know of a Tank being Once in the said Ground If Yea is or is not the same now filled up If Yea by whom has it been filled up and at whose Expence what has been the Expence of doing the same to the best of Your Recollection and Belief Is the Ground or is it Not Improved thereby What is the Nature of the said Piece of Ground at Present Declare

To all the Witnesses } Lastly Do You know of any other Matter or Thing or have You heard or can You Testify any thing touching the Matter the Question which may be to the Advantage of the Respondent in this Cause If Yea Declare the same in as full and Ample a Manner as if You had been thereunto particularly Interrogated

J. Walker
Atty for Resp.

No. 19

Peddanaigues Pettah Do

Shusha Pilla Ground
To Quit Rent from one Year ending this day Pa. " 100 "
To Scavengers Duty Do. " 200
Peligar Fees 3 Pa. " 300

Fort St. George
August 1787

Fr. Lin Rent Gen.

This

This Exhibit Marked A was shewn to Iyaz Pilla at the time of his Examination before me on the Part of the Respondent in a Certain Matter now depending in the Honble the Mayor's Court at Madraspatnam wherein The Honble the United Company of Merchts of England Trading to the East Indies by Major Genl William Medows President in Council of Fort St George Sir Charles Oakely Bart and John Huddleston Esqrs Members of the said Council Petrs and Tolecally Cashava Moodly Respondent and Shashachellum Defendant was on the 25th Day of May Anno Dmini 1791

Benjamin Bransill
Exd

Mayor's Court at Madraspatnam

Between The Honble the United Company of Merchants of England trading to the East Indies by Major General William Medows President in Council of Fort Saint George and Commander in Chief of the Forces on the Coast of Coromandel Sir Charles Oakely Baronet and John Huddleston Esquire Members of the said Council are Petitioners and Tolecally Cashava Moodelly is Respondent in the Cause wherein the said Tolecally Cashava Modelly is Complainant and Shashachellum is Defendant

On the Part of the Respondent

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

Gnaiah Gardener of Madras Aged fifty five Years or thereabouts being Produced as a Witness in this Affair On the Part of the Respondent was on the twenty fifth Day of May One thousand Seven hundred and Ninety One Liquified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Casawa Sonny Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith, that he doth not know the Petitioners Major General William Medows Sir Charles Oakely Baronet or John Huddleston Esquire in this Affair, but that he doth know the Respondent Tolecally Cashava Modeley in this Affair, And that he hath so known him from his this Deponents Infancy And that he doth also know the Defendant Shashachellum in this Cause, and that he hath so known him fifteen Years or thereabouts And more he said not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that he does Rent a Piece of Ground Situated in Peddo Naicke Pettah in Chauvey Coolam Street between the Gardens of Mayah Saib and Soobramanny Chitty and saith he has known the same three fifteen Years This Deponent further saith that he has rented the said Ground for the last fifteen Years and that he has constantly paid the Rent to the Defendant to whom the present Owner thereof And further saith he never did hear of any other Person having or pretending to have any Right thereto This Deponent saith that the Ground in Question has been in possession of the present Owner three fifteen Years but does not know whether it was in possession of the Defendant previous to that time And More he said not to this or to the last Interrogatory

The Mark of + Gnaiah

Mayor Court at Madrasapatnam

Between The Honble the United Company of Merchants of England trading to the East Indies by Major General William Medows President in Council of Fort Saint George and Commander in Chief of the Forces on the Coast of Coromandel Sir Charles Oakely Baronet and John Huddleston Esquires Members of the said Council are Petitioners and Tolecally Cashewa Modelly is Respondent In the Cause wherein the said Tolecally Cashewa Modelly is Complainant and Sheshachellum is Defendant

On the Part of the Respondent

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

Iya Pilla Cooniegly of Madras Aged forty five Years or thereabouts being Produced as a Witness in this Affair on the Part of the Respondent was on the twenty fifth Day of May One Thousand Seven hundred and Ninety One Sworn at the Office of Mr Stephens Who is Attorney for the Petitioners by Cashawa my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith, that he doth know the Petitioner Major General William Medows in this Affair, and that he hath so known him One Year or thereabouts And that he doth know the Petitioner Sir Charles Oakely Baronet in this Affair, and that he hath so known him Seven or eight Years but that he does not know the other Petitioner John Huddleston Esquire in this Affair and that he doth know

the Respondent Tolecally Cashewa Modelly in this Affair, and that he hath so known him fifteen or Sixteen Years And that he doth also know the Defendant Sheshachellum in this Cause, and that he hath so known him Twenty Years or thereabouts And more he saith not to this first Interrogatory

To the third Interrogatory this Deponent saith, he has been employed these twenty Years in receiving and keeping the Accounts of the Scavengers Duty Payable to the Petitioners for Houses and Grounds in the Black Town, and saith the above named Defendant Sheshachellum is named in this Deponents Books as the proprietor of the Ground in Question, And that his Name has appeared there these fourteen or fourteen Years as Proprietor thereof And further saith that the Defendant did always pay the Scavengers Duty and Quit Rent levied on the Ground in the same manner as other Proprietors and that the said Money was received on Account of the Petitioners this Deponent has looked at the Exhibit now Produced and shewn to him at this the time of his examination Marked with the Letter A. and saith it is similar to the Receipts that are constantly given to the other Proprietors in the Black Town And more he saith not to this third Interrogatory

To the last Interrogatory this Deponent saith that in the Year of Christ One Thousand Seven hundred and eighty seven Mr Thomas Cooper was Scavenger the Defendant earnestly requested Rodrogiah Modelly and this Deponent who were Coniegallies to the Scavenger to permit the Scavengers Carts to carry the Rubbish which they collected in the Black Town to the Defendants Ground in order to fill it up, as it was in a low Situation, which was done Accordingly, this Deponent further Saith that the Defendant procured the same indenture of filling up the said Ground during the time Mr Dent was Scavenger as the Defendant was his Head Dubash And more he saith not to this

this last Interrogatory

eyswordsam

Mayors Court at Madraspatnam

Between The Honble the United Company of Merchants of England trading to the East Indies by Major General Williams Medows President in Council of Fort Saint George and Commander in Chief of the Forces on the Coast of Coromandel Sir Charles Oakely Baronet and John Huddleston Esquire Members of the said Council are Petitioners and Tolecally Cashewa Mondelly is Respondent for the Cause wherein the said Tolecally Cashewa Mondelly is Complainant and Shushachellum is Defendant

On the Part of the Respondent

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

Mondooram Pillah Comicopoly of Madras Aged forty One Years or there-abouts being Produced as a Witness in this Affair on the Part of the Respondent was on the twenty fifth Day of May One Thousand Seven hundred and Ninety One Sworn at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Cavady my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ---------- To the first Interrogatory this Deponent saith That she does not know the Petitioners Major General Williams Medows Sir Charles Oakely Baronet and John Huddleston Esquire in this Affair but that she doth know the Respondent Tolecally Cashewa Mondelly in this Affair and that she hath so known him twenty Years or thereabouts And that she doth also know the Defendant Shushachellum in this Cause and that she hath so known him thirty Years or thereabouts And more she saith not to this first Interrogatory

11th
4th ---------- To the fourth Interrogatory this Deponent saith She is acquainted with the Piece of Ground in question And she has known the said Ground these ten or twelve Years past and saith the Defendant has been and is still the Owner of the same to the best of this Deponent's recollection This Deponent saith that no Person has claimed any right or Title thereto except the present Owner since she possessed the same And further saith That this Deponent did draw an Agreement respecting the said Ground Wherein the Defendant was considered as Owner of the said Ground This Deponent saith She does know of a Tank being Dug on the said Ground which was filled up by the Defendant at a considerable Expence but she does not know the Amount of and by which the said Ground has been considerably improved And further saith She does not know the Value of the said Piece of Ground at Present And more she said Deponent saith not to this or to the last Interrogatory

Rejected

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of August Anno Domini 1791.

Present

Josias Du Pre Porcher Esqr Mayor

Andrew Ross and James Daly

Aldermen

Tottiecalla Cashawa Moodelly

vers.

Shashashellum

Petition of the Respondent With three Affidavits in Support thereof Sworn to before the Mayor on the 26th day of July last Read and filed & thereupon Setting forth that three Witnesses Namely Moodoonama Pillah Lyah and Gonnovayah Moodelly have been Regularly Examined by Benjamin Bransill the Sworn Examiner of this Court but some Omission either of the said Examiner or otherwise the said Witnesses have Not Signed their Depositions therefore Praying that the above Witnesses May Now be Allowed to Sign their Depositions The Witnesses being in Court and their Interpreter having explained the contents of the Depositions To them it is Ordered that they be Allowed to Subscribe their Names thereto

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

Present

Josias Du Pre Porcher Esqr Mayor

William Webb Andrew Ross and

James Daly Aldermen

Tottiecallay Cashawa Moodeliar

vers.

Sheshashellum

Petition of the United Company of Merchants of England Trading to the East Indies by their Agents or Representatives Major General William Medows Sir Charles Oakely Baronet and John Huddleston Esquire Read

Answer Read

One Deposition Taken thereunto Read

Interrogatories on the Part of the Respondent With One Exhibit Marked A Annexed Read

Three Depositions Taken thereunto Read

Extract from the Minutes of Court of the 16 August last Read

The Matter in dispute between the Petitioners the United Company of Merchants of England Trading to the East Indies by their Agents or Representatives Major General William Medows Sir Charles Oakely Baronet and John Huddleston Esquire and the Respondent Tottiecallay Cashawa Moodeliar Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides On Hearing the Pleadings

Pleadings and Arguments Made Use of by the Attornies, and on due Consideration had thereon This Court doth think fit to Order, and doth Accordingly Order that the Petitioners Petition do stand Dismissed With Costs.

A true Extract.

Filed 19th Novr 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewn Unto this Honble Court Your Orator Pagaroya Buttlow of Madras Goldsmith That Some time in the Month of April One Thousand Seven Hundred and Eighty Nine Your Orator being Possessed of an House and Ground Adjoining to an House and Ground Possessed by One Poduchary Soobah Buttlow also of Madras Goldsmith, the said Poduchary Soobah Buttlow Requested Your Orator to let him have a Piece of Your Orator's Ground Situated to the Westward and Containing by Admeasurement Thirty Two feet in Length and Four and Half feet in Breadth and Offered him in return Another Piece of his Ground of the like Admeasurement Situated to the Eastward and Your Orator having Consented thereto and Delivered up the said Piece of Ground a Certain Agreement was entered into and executed by the said Poduchary Soobah Buttlow whereby he engaged to Deliver to Your Orator a like Piece of Ground as above Specified and that in Case he should Refuse or Object so to do Your Orator might be at Liberty to Sue him in this Honble Court as by the Copy of a Translation thereof hereunto Annexed for the Inspection of this Honble Court will More fully Appear which Your Orator Prays may be Admitted as part of this his Bill of Complaint the Original of which is in Your Orator's Possession and Ready to be produced whenever this Honble Court shall Require And Your Orator Sheweth further that he hath frequently and in an Amicable Manner requested the said Poduchary Soobah Buttlow to Deliver up to Your Orator the said Piece of Ground Agreeably to his Written Agreement and as in Justice and Equity he ought to do

But now so it is May it Please this Honble Court the said Poduchary Soobah Buttlow Obstinately and Wilfully Refuses to Deliver up to Your Orator the said Piece of Ground Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience And to the End therefore that the said Poduchary Soobah Buttlow may upon his Corporal Oath full True Direct and Perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to Deliver up unto Your Orator the said Piece of Ground and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Poduchary Soobah Buttlow to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

P. Walker
Atty for Compt

Fort St. George 19th November 1790
This Bill was shewn to me in the Days of Adjournment
Let a Summons issue Returnable the Next Court day

Jas. Hall
Mayor

Translation of an Agreement Dated 26th Puncony of Kulaga Year Answering to Anno Domini 6th April 1789

I Poduchary Loobah Buttow of Madras do give this Agreement to Tegaraya Buttow of Panchaula East of the same Place that is to say

As Loobah Buttow having Requested and taken a lane Lying to the west of and Adjacent to the House of Ancapah Chauny Containing in breadth from East to West four and Half Feet in length from North to South thirty Two feet I do hereby engage to Give Tegaraya Buttow out of my Ground in the East Side Four and Half Feet in breadth from East to West and thirty Two Feet in length from North to South Provided I should not refuse or make Objection to give it You Are thereby empowered to recover it by Prosecuting in the Court Thus I have of my voluntarily given this Agreement Witnesses Angapah Chaury of the House of West Side and Lanaupaty Mootu Comarapah Chitty by their Knowledge this Agreement was Drawn by Vauttyar Anantian

[Signed] Loobah Buttow

Witnesses (Signed)
Angapah Chaury
Mootucomaran

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

Ranganaudum
Interpreter

A true Copy
P. Walker
Mg for Compt

Filed the 25th Jan 1794

The Plea and Answer of Poduchary Loobah Buttow of Madras Goldsmith Defendant to the Bill of Complaint of Tegaraya Buttow also of the same place Goldsmith Complainant

The said Defendant by protestation not confessing or Acknowledging all or any of the matters and things alledged and Set forth in the Complainants said Bill of Complaint to be true for Plea thereunto or to so much thereof as this Defendant is advised is sufficient for him to make answer unto Sheweth that it appears by the Complainants own shewing that his Right of suing this Defendant in this Honble Court is Grounded upon a Pretended submission of this Defendant thereto and pretended to be set forth in the Exhibit to this the Complainants said Bill annexed whereupon this Defendant says that upon reference had to the said Exhibit no such submission appears because this Defendant says that the words in the said Exhibit Contained and upon which the Complainant pretends the said submission has arisen are indefinite to wit You are hereby empowered to recover it by Prosecuting in the Court Whereas this Defendant says being so Advised that in order to enable the Complainant to sue him this Defendant in this Honble Court the submission therein on the part of this Defendant should have been personally executed and fully expressed and thereupon and for as much as the Complainant and this Defendant are both Natives of India this Defendant doth plead the clause in the Charter contained and relation thereto in bar to the Complainants Right of Action for by the said Charter Granted at Westminister in the Kingdom of Great Britain on the Eighth day of January in the Twenty sixth Year of the Reign of his late Majesty George the Second then King of Great Britain and so forth to the united Company of Merchants of England trading to the East Indies it is Amongst other things in and by the said Charter ordered directed and Appointed that the Mayor and Aldermen for the time being of Madras Patnam and aforesaid should for ever thereafter be and they are

Are thereby Constituted a Court of Record by the name of the Mayors Court at Madraspatnam and that they or any three or more of them whereof the Mayor or the Senior Alderman for the time being then Residing there to be One might and they are thereby Authorized to try hear and determine all Civil Suits Actions and Pleas between party and party that should or might arise or happen or that had Arisen or happened within the said Towns of Madraspatnam or within any of the Factories Subject or Subordinate unto Fort Saint George or to the Governor or President and the Council of Fort Saint George aforesaid Except such suits or Actions should be between the Indian Natives of Madraspatnam Only In which Case his said Majesty willed that the same should be determined Among themselves unless both parties should by consent submit the Same to the Determinations of the said Mayors Court And this Defendant Humbly prays the Judgement of this Honble Court whether he shall be Compelled to make any further or other Answer to so Much or such part of the Complainants said Bill as by him hereunto Pleaded unto as aforesaid AND this Defendant not Waiving his said Plea but wholly relying thereon for further Plea saith that it Appears by the Complainants own shewing that the Cooperadendo of this said Bill is to Compell this Defendant to perform a certain Agreement as the same is set forth in the Exhibit to the Complainants said Bill annexed and this Defendant says that he has Performed the said Agreement and every part thereof and doth plead such performance of his said Agreement in Bar to the Complainants Right of Action and Humbly prays the Judgement of this Honble Court whether he shall be compelled to make any further or other Answer to so Much or such part of the Complainants said Bill as by him hereunto pleaded unto as aforesaid and this Defendant not departing or waiving from his said several Pleas but fully relying and insisting therein for Answer to the Remainder and Residue of the Complainants Bill of Complaint as this Defendant is Advised to Answer unto and Not by him herein before Pleaded to as aforesaid doth Answer and say that the

the Complainant in Commencing his present Action has been governed by the Most Litigious Motives to harrass and Distress this Defendant And this Defendant says that he has been at all times ready to give the Complainant every satisfaction in his power and as the Complainant Might have a Right to require in an Amicable Manner and that prior to the Present Action reference has been Made to disinterested parties and every point and dispute between the Complainant and this Defendant Arranged and settled and that this Defendant is the party aggrieved and not the Complainant who by Various Means has oppressed this Defendant contrary to Equity and Good Conscience

All which matters and things this Defendant is ready and willing to aver Maintain and prove as this Honble Court shall direct and humbly prays that he may be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained

J Stuart Hall

Jn.o Hamilton

Atty.s for Defend.t

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

Ranganaicdon

Interpreter

Filed the 22d
Feby 1791

The Replication

of Tagarayah Buttow of Madras Goldsmith Complainant
To the Plea and Answer of Pooduchary
Soobah Buttow of the same Place Goldsmith Defendant.

This Replicant now and at all times hereafter saving and reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Answer contained for Replication thereunto Saith That his Bill of Complaint and all and singular the Matters and things therein contained are good true certain and sufficient in the Law to be answered unto in such Manner and form as the same are therein and thereby set forth and Alledged and That the Plea and Answer of the said Defendant is very untrue insufficient in the Law to be replied to by this Replicant And this Replicant further saith That Notwithstanding anything by the Defendant in his said Plea Alledged to the contrary he doth insist That he is well fully and lawfully entitled to have and prosecute his said Suit in this Honble Court Because he says that it Appears by the Defendants own Shewing That his Majesty by his Charter gave full Cognizance to this Honble Court to have and determine all Causes that might be brought before them With the Consent of the Parties and it Appears also by the Defendants own Shewing and he does himself acknowledge that by the Agreement entered into and executed by him he did Consent That this Replicant should be empowered in case of his failure to comply with the Terms of the said Agreement to prosecute him in the Court which must mean this Honble Court as it is the only Court from which the Complainant as a Native is otherwise Excluded from prosecuting in and therefore the Words would be Altogether useless and without any sort of meaning if this Honble Court was not intended intended to be meant by the Court But this must be so very Obvious to every One who reads the Paper that it is unnecessary to say more upon it except to add That a Defendant can never have any very solid or Good Defence to make that could think of Setting up a Plea so very few do And this Replicant joins the Defendant in praying Judgment thereof and as the same is Altogether Groundless and insufficient the Prayer of this Bill may be decreed him together with the Costs of Suit And this Replicant further saith That with regard to the Second pretended Plea set up by the Defendant it is totally mistaken as a Matter to be Pleaded because it is a fact That made the Substance and Prayer of the Bill and therefore it is to be determined by Evidence And this Replicant in Reply thereto absolutely denies That the Defendant has in any Respect whatever performed his said Agreement and That by his Non performance thereof this Replicant has been put to great Inconveniences and deprived of the full Possession and Enjoyment of his other Premises to which this Slip of Ground was intended to be a Way or Path without the Benefit of which he cannot go directly to it but is obliged to go round a long Way further in going to and coming from this House than he otherwise would do And therefore this Replicant absolutely denies That in Commencing his present Action he has been governed by the most Litigious Motives as the Defendant most Litigiously presumes to assert or by any other Motives whatever than That fair and honest One of Seeking the Recovery of his Right by Law which has been obstinately Withheld from him Contrary to Law and which he in vain endeavoured to obtain in an amicable Manner for which purpose he often applied to the Defendant both in Person as well as by his Attorney at Law previous to his commencing the present Suit

All which Matters and things this Replicant is ready

Ready and willing to verify maintain and prove as this Hon^ble Court shall direct and therefore prays as in and by his Bill of Complaint he has already prayed.

J^n Walker
atty for Rep^lt

Filed this 15^th March 1791

The Rejoinder of Poduchary Soobah Buttews of Madras Goldsmith Defendant to the Replication of Tagarayah Buttew also of the same Place Goldsmith Complainant

This Defendant Now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception which can or may be had or taken to the manifold Errors uncertainties Insufficiencies and Imperfections in the Complainants said Replication contained for Rejoinder thereunto saith that his Plea and Answer to the Replicants Bill of Complaint and all and Singular the matters and things therein contained are good true certain and sufficient in the Law to be replied unto in such manner and form as the same are therein set forth and Alledged and that the Replicants said Replication is very Evasive and insufficient in the Law to be by this Defendant rejoined unto for divers Errors and manifest Imperfections therein Contained and this Defendant says that relying on his said several Plea he doth humbly insist that the Replicant is now wise entitled to have and prosecute his said Suit in this Hon^ble Court for the reasons in this Defendants said Plea and Answer contained And this Defendant saith and thereon humbly insists that no Man has a right to give his own construction of and draw his own construction from Words in Order to Answer his own purposes but that the same are to be taken Liberally as the same are Expressed and therefore this Defendant says that the Replicant in suggesting that the Words "in the Court" set forth in the Agreement to this said Bill Annexed Must mean this Hon^ble Court has suggested that which he is not warranted to do from the premises or from the Fact and this Defendant says that when Indean Natives submit to be prosecuted in this Hon^ble Court it is so fully and Expressly expressed in the Words following to Wit "You are to sue in and in the Hon^ble the Mayors Court" And further this Defendant saith that the Replicant in drawing a conclusion that at this Hon^ble Court is the only Court in which the Replicant as a Native is Excluded from Prosecuting the Words "the Court" must mean this Hon^ble Court has so drawn a conclusion which the Words do not Justify for this Defendant says that in Deeds or Agreements to where it is Covenanted or Conditioned to do a thing it is also sometimes Covenanted or Conditioned According to the Nature of such Deeds or Agreements that on many performance there of the party so Engaged to Prosecuted without meaning or intending that such prosecution shall be carried on in this Hon^ble Court and this Defendant says he is Advised that the Warrants to Confess Judgement and in mortgage and other cases where both parties are Europeans or an European and a Native and consequently not excluded from prosecuting there is a Power or Covenant to prosecute and therefore this Defendant says that Prosecuting there is a power or covenant to prosecute and therefore this Defendant says that although the Natives be not excluded from prosecuting in any other than this Hon^ble Court Yet it is sometimes necessary to their prosecuting in the Court from whence they are not Excluded at a Covenant or Agreement be Entered into for that purpose and this Defendant insisting on his said Plea says that the Words to Wit "in the Court" are not sufficient to give the Complainant a right to sue this Defendant in this Hon^ble Court and that therefore the

same

same are within these said Causes of His Majesty's said Charter and that the Replicant in replying to this Defendant's said Plea has Acknowledged the Justness thereof and by not putting this Defendant to the proof of the matters therein set forth and joining this Defendant in praying Judgment thereon has fully Admitted the same to be true and therefore this Defendant doth Pray as in and by his said Plea she has Already prayed And this Defendant humbly insisting on his second Plea saith That the same operates as a Sufficient Bar to the Replicants Action if she ever had any against this Defendant that it appears by the Replicants own shewing that the scope and end of this said Bill is to compel this Defendant to perform a certain engagement in Writing by this Defendant entered into and whereof a Copy is annexed to the Replicants said Bill and this Defendant having performed the same has as he is Advised a good right to plead the same in Bar to the suit brought thereon and to the Replicant has Admitted by Replying thereto, although the fact upon which the said Plea is grounded and which this Defendant is ready and willing to prove to this Honble Court if thereunto required and this Defendant for further Rejoinder says that if from any neglect or default on the part of the Replicant he is not in the possession of the premises in question and upon which she has in and by his said Bill prayed relief she ought not as this Defendant humbly conceives have recourse to this Defendant to remedy his the Replicants own Wrongs which is contrary to the meaning of the Law and to the principles of Equity and this Defendant for further Rejoinder says as in and by his said Plea and Answer he has already declared and notwithstanding any thing to the Contrary in the Replicants said Replication contained that the matter in dispute has previous to the commencement of the present Contest been referred to disinterested Persons and by them settled and determined and thereupon this Defendant says that the Replicant had not nor has in any manner of Right

Right in Law or in Equity whereby to call this Defendant in Question before this Honble Court and therefore this pretence of the Replicant in his said Replication contained that this Defendant has obstinately withheld from him the Replicant his just right and which she has in vain endeavoured to obtain in an Amicable manner are entirely without foundation

All which Matters and things this Defendant is Ready and Willing to Verify maintain and Prove as this Honble Court shall direct and Humbly Prays as in and by his said Plea and Answer he has already Prayed.

J. Stuart Hall
Jn.o Hamilton
Attornies for Defendant

Interrogatories to be Administered to such Witnesses as shall be produced & Sworn and Examined on a certain cause now depending and at Issue in this Hon.ble the Mayors Court at Madraspatnam wherein Nagarova Pullon of Madras Goldsmith Complainant and Poodicherry Sorbadi Pullon of the same Place Goldsmith Defendant.

On the part and behalf of the Complainant

To all the Witnesses

1st Do You or do You not know the Parties Complainant and Defendant in the Title of this Interrogatories Named if Yea how long have You to known them or either and which of them Declare.

To Nagoonauda Chitty and Ayyagootra Pullon and Punchashara Pullon

2d Look at the Exhibit now produced to You at this the time of Your Examination do You know any thing of the premises therein Mentioned if Yea how long have You known them

A

Do You live in that Neighbourhood and where Is or is not the piece of Ground therein mentioned in the Possession of the Complainant Justin whose Possession it is - are You or are You not Acquainted with the Dwelling House of the Complainant If Yea would or would not the Possession of the Piece of Ground be Attended with great Convenience to him and of Course his being deprived of it a great Detriment. Would it or would it not Furnish him With a shorter and better Way to his House than he now has and is he or is he not by Reason of his not possessing it obliged to go round a Long Way further in going to and coming from his House than he otherwise would do - Is or is Not possessing the Piece of Ground in Question Than it would be if he did Possess it If Yea what is the difference in the Value thereof to the best of Your Knowledge Judgment and belief Declare -

Ho Angapiah Chaury and Mootoo Comaran

3d Look at the Exhibit now shewn to You at this the time of Your Examination Were You or were You not or one of You and which of You Witnesses to this Execution - explain to the Court fully what You understood to be the meaning of the Agreement between the Parties thereto Was or was Not a piece of Ground as mentioned in the Agreement whereby agreed to be given by the Defendant to the Complainant in consideration of another Piece of Ground that had before been given up by the Complainant to the Defendant If Yea has or has not the Defendant performed this part of the Agreement - Did You or did You not understand that in case he did not do so the Complainant was at Liberty to sue the Defendant in the Hon^ble the Mayor's Court or what else did You understand by the Words of this Agreement In case I should refuse or make objection to give it You are hereby empowered to recover it by prosecuting it in the Court - Declare -

The Last Interrogatories to all the Witnesses

Do You know or can You tell any other matter or thing Material for the said Complainant in this Cause If Yea declare the same as You know or do believe Together with the reasons of such Your Knowledge

Knowledge and belief -

P. Walker
Atty for Compl^t

Translation of an Agreement dated 26th Puncoany of the Elaga Year answering to Anno Domini 6th April 1789 -

I Poodecherry Sorbah Buttlen of Madras do give this Agreement to Tegaraya Buttlen of Pandchaula Cast of the same place that is to say - As Sorbah Buttlen having requested and taken a Lane lying to the West of and Adjacent to the House of Anegapah Chaury Containing in breadth from East to west Four and Half Feet in Length from North to South Thirty Five Feet I do hereby engage to give Tegaraya Buttlen out of my Ground in the East Side Four and Half Feet in breadth from East to west, Thirty Two Feet in length from North to South In Case I should refuse or make Objection to give it You Are hereby empowered to recover it by Prosecuting in the Court Thus I have Voluntarily given this Agreement that no one Angapah Chaury of the House of west Side and Sanangaty Mootoo Comarapah Chitty by their Knowledge this Agreement was Drawn by Vautyar Arianthan -

Witnesses Signed
Angapah Chaury
Mootucomaran

Signed Sorbah Buttlen

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

Ramanaudom
Interpreter -

Malabar

This Exhibit was shewn to Ragoonauda Chitty Veryapootia Butlem Mooloo Comaran and Punchachara Butlem at the Respective times of their Examination before me on the Part of the Complainant in a certain Cause Now Depending in the Hon.ble the Mayor's Court at Madraspatnam wherein the said Teagaroya Butlem Complainant and Poduchery Sobah Butlem is Defendant was on the 3d and 4th Days of June Anno Domini 1791.

Benj.a Brownfill

Ex.r

Mayor's Court at Madraspatnam

Between Teagaroya Butlem of Madras Gold Smith Complainant and Poduchary Sobah Butlem of the Same Place Gold Smith Defendant

On the Part of the Complainant

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

Ragoonauda Chitty Cloth Merchant of Madras Aged forty two Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the fourth Day of June One Thousand Seven Hundred and Ninety One Legalized at the Office of Messrs. Hall and Hamilton who are Attornies for the Defendant by Casawa his Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deponeth as follows viz.t

1st ---------- To the first Interrogatory this Deponent saith that he doth know the Complainant Teagaroya Butlem in this Cause and that he hath so known him fifteen Years or thereabouts And that he doth know the Defendant Poduchary Sobah Butlem in this Cause and that he hath also known him about the aforesaid Number of Years And More he saith not to this first Interrogatory

2d ---------- To the Second Interrogatory this Deponent Hath looked at the Exhibit Now Produced to him at this the time of his examination and saith he doth know the Premises therein mentioned and that he has known the same these fifteen Years And further saith that he did live in that Neighbourhood for the space of ten Years but that he now resides at a distance from the said Premises and saith the piece of Ground therein mentioned is not in Possession of the Complainant but

Mayor's Court at Madrasjpatnam } Between Tagarayal Buttlew of Madras Gold Smith Complainant and Poodicherry Loobah Buttlew of the same Place Gold Smith Defendant

On the Part of the Complainant

Deposition of Witness taken in this Cause by and before the Examiner in this Court as followeth.

Punchasharra Buttlew Goldsmith of Madras Aged fifty three Years or there abouts being Produced as a Witness in this Cause on the Part of the Complainant was on the Ninth Day of June One Thousand Seven Hundred and Ninety One Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casavah my Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complt Tagarayal Buttlew in this Cause and that he hath so known him thirty Years or there abouts and that he doth know the Defendant Poodicherry Loobah Buttlew in this Cause and that he hath so known him about the same Number of Years And answereth as said to this first Interrogatory

2d To the second Interrogatory this Deponent Hath looked at the Exhibit now Produced to him at this the time of his Examination but not being able to Read or Write the Contents of the said Exhibit have been explained to him by the Court Interpreter and saith that he knows the premises therein Mentioned these fifteen Years having lived for that space of time in the Neighbourhood and saith the said piece of Ground therein mentioned is not in the possession of the Complainant but in the possession of the Defendant and further saith he is acquainted with the Dwelling House of the Complainant and that the possessing of the said Piece of Ground to the Complainant would be Attended with great convenience to him and of course his being deprived of it a great Detriment This Deponent saith that it would furnish him the Complainant with a shorter and better Way to his House than he now has and that he is by reason of his not possessing it obliged to go round a long way further in going to and coming from his House than he otherwise would do and further saith that this the Complts said Dwelling House is rendered of less Value by his not possessing the Piece of Ground in Question than it would be if he did possess it and saith that there would be a Difference in the Value thereof but cannot precisely tell to What Amount And answereth as said to this or to the last Interrogatory

Benjamin Bramfill
Ex.

The Mark
of
Punchasharra Buttlew

Mayor's Court at Madrasjpatnam } Between Tagarayal Buttlew of Madras Goldsmith Complainant and Poodicherry Loobah Buttlew of the same place Goldsmith Defendant

On the Part of the Complainant

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

Mootoo Comaran Shopkeeper of Madras Aged Sixty five Years or there abouts being Produced as a Witness in this Cause on the Part of the Complainant was on the fourth Day of June One Thousand Seven Hundred and Ninety One Signified at the Office of Messrs Hall & Hamilton who are Attornies for the Defendant by Casavah my Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complt Tagarayal Buttlew in this Cause and that he hath so known him forty Years or there abouts and that he doth know the Defendant Poodicherry Loobah Buttlew in this Cause and that he hath so known him twenty Years or there abouts

about— And more she saith not to this first Interrogatory.—

To the 3d ..... To the third Interrogatory this Deponent Hath looked at the Exhibit now produced and shewn to him at this the time of his Examination and saith that this is a Witness to the execution thereof— and further saith that the meaning of the said Agreement between the Parties was that as the Defendant had requested and taken from the Complainant a Lane in breadth four and an half feet and in length thirty two feet that he did engage to give the said Complainant in exchange the same Quantity of Ground Out of his own Premises— and saith that the Defendt did Accordingly Perform the same but prevented the Complainant from enjoying it— This Deponent Saith that he did understand that in case the Defendant did not do the Complainant was at Liberty to Sue the Defendant in the Hon.ble the Mayors Court— And more she saith not to this or to the last Interrogatory.—

Benjamin Bransfill

Ex.d

Addelional Interrogatories

to be Administred to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause now depending and at Issue in the Hon.ble the Mayors Court at Madraspatnam wherein Fragany a Button of Madras Goldsmith Complainant and Poodichary Loobah a Button of the same Place Goldsmith Defendant

On the Part and Behalf of the Complainant

To all the Witnesses ..... 1st Do You or do You not know the Parties Complainant and Defendt in the Title of these Interrogatories Named if Yea how long have so known them or either and which of them Declare—

To Moodoo Kistnama Chitty and Jaccolum Soubra Chitty ..... 2d Look at the Exhibit now Produced to You at this the time of Your Examination do You know any thing of the Premises therein therein mentioned If Yea how long have You known them do You believe that Neighbourhood and where is or is Not the Piece of Ground therein mentioned in the Possession of the Complainant If not in whose Possession is it and You or Are You not Acquainted with the Dwelling House of the Complainant If Yea would or would not the Possession of the Piece of Ground be Attended With great Convenience to him and of Course his being deprived of it a great Detriment would it or would it not Furnish him with a Shorter and better Way to his House than he now has and is he or is he not by Reason of his not Possessing it obliged To go round a Long way further in going to and coming from his House than he Otherwise would do, or is not his said Dwelling House rendered of less Value by his not Possessing the Piece of Ground in Question than it would be if he did Possess it— If Yea what is the Difference in the Value thereof to the best of Your Knowledge Judgement and Belief—

Lastly To all the Witnesses Do You know of any other Matter or thing Touching the matter in Question in this Cause which may tend to the Benefit and Advantage of the Complainant beside what You have been Already Interrogated unto If Yea Declare the same fully as You know have heard or Do believe together With the Reasons of such Your Knowledge and Belief.—

J.P. Walker

Atty for Compt.ts

Filed the 12th July 1791

In the Honble the Mayor's Court at Madraspatnam

Between Gregory Button Complainant and Pondichery Soobah Button Defendant

Exceptions taken by the above Named Defendant to the Additional Interrogatories Exhibited by and the Depositions taken thereto on the Part of the above named Complainant

Because the said Additional Interrogatories are Verbatim the same as the Original Interrogatories exhibited on the Part of the above Named Complainant in the above Cause

Wherefore this Excepting doth Except to the said Additional Interrogatories and the Depositions taken thereon as irregular improper and impertinent and Prays that the same may be set aside with Costs to be paid by the Complainant

J. Stuart Hall
Jno. Hamilton
Attys for Defendt

Filed the 16th May 1791

In the Honble the Mayor's Court at Madraspatnam

Between Gregory Button Complainant and Pondichery Soobah Button Defendant

The Answer of the above named Complainant to the Exceptions taken by the above named Defendant to the Additional Interrogatories

This Respondent in Answer to the Exceptions says that Where there are Witnesses to be Examined that were not present when the Original Interrogatories were filed and who can Testify to the same points as the Witnesses who were then called upon to be Examined it may in many Cases be Absolutely Necessary to file Interrogatories Word for Word the same as the Original ones and this is Nothing but what is reasonable and fair and Agreable to practice and in the case in the present instance and therefore the Defendant had no sort of pretence to Except thereto and as to the Depositions the Defendant could not have Attended in any Manner to what he was about when he excepted to them because no such Depositions have been ever taken

Wherefore this Respondent insists that the above Exceptions are Groundless and Vexatary and he humbly prays that the same may be dismissed with Costs to be paid by the Defendant

J. Walker
Atty for Respt

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madrasapatnam wherein Togaray Buttaw of Madras Gold Smith is Complainant and Podoochary Soobah Buttaw of the same place Gold Smith is Defendant

On the Part and behalf of the Defendant

1st Interrogatory } Do You or do You not Know the Parties Complainant and Defendant in the Title of these Interrogatories Named if Ya how long have You so Known them or either and which of them Declare

2d Interrogatory } Did or did not the Defendant in the Title of these Interrogatories named some time ago and when deliver to the Complainant a Piece of Ground Adjoining to the East side of the Defendants Dwelling house if Ya What were its Dimensions from North to South and from East to West and whether the same was or was not given in Lieu of what he had received from the Complainant in the West side of his the Defendants Dwelling house of the like or some and what other Dimensions if Ya how came You to this Knowledge of such Delivery there of did You or did You not Severally measure the said Piece of Ground delivered as aforesaid or how otherwise and if Ya For What purpose did You so measure the Premisses declare the same as You Know or do believe with the reasons of such Your belief

3d Interrogatory } Did or did not the Complainant in the Title of the Interrogatories Named some time ago and when lodge a Complaint to

to Edward John Holland Esquire then Justice of the Peace against the above Named Defendant respecting a Dispute about the Delivery of a Piece of Ground if Ya what was its Dimensions in Length from North to South and in Breadth from East to West did or did not the said Edward John Holland Esquire order You severally together with a Taliar and who by name to go and measure the Premises and settle the above Dispute or how otherwise did You or did You not Severally in Consequence or how otherwise thereof did You or did You not together with the said Taliar measure the said Premisses did You or did You not Severally Approve of the said Piece of Ground having been duly delivered According to Terms and what agreement between the said Parties and in Law of same and what other Premisses granted by One and which of the Parties to the other and did You or did You not Severally order the said Complainant to give same and what Buildings upon the said Premisses if Ya Declare the same to the best of Your Knowledge Recollection and belief

4th Interrogatory To } Are You or are You not a Neighbour to the Complainant and Defendant in the Title of these Interrogatories Named and Were You or were You not induced by the Complainant in consequence thereof some time ago and when to be present at the time of the Examination of the said Premisses by the Company of Bricklayer Masters or how otherwise and were You or were You not duly present when the Company of Bricklayer Masters came and Examined a Dispute which arised between the Complainant and the Defendant above named respecting the Delivery of a Piece of Ground if Ya Set forth the Dimensions there of in Length from North to South and in Breadth from East to west, did or did not the said Company of Masters Measure the said Premisses and did or did they not Express that the piece of Ground Claimed by the Complainant had been duly delivered up by the Defendant to the Complainant in Lieu of what the Defendant had received from the Complainant or how otherwise and did they or did they

they not further Express and order that the said Complainant should raise the Wall upon the said Premises or how otherwise Declare the same as You Know have heard and do believe with the Reasons for such Your belief

5th Interrogatory To Shillay a Bricklayer } Did You or did You not Sometime ago and when raise a Wall on the Piece of Ground belonging to the Defendant in the Title of these Interrogatories named if Yea what were the Dimensions in Length thereof from North to South and in Breadth from East to West was or was not the same Delivered by the Defendant to the Complainant in Lieu of same and what Piece of Ground Received by the Defendant from the Complainant of a like or Same and what other Dimensions if Yea. How and in what manner did You so come to the Knowledge of the Delivery as aforesaid by whose order did You raise the said Wall and who paid You for the same and who Sent the Bricks and other Materials for that Purpose Declare the Same as You Know have heard and do believe Together with the Reasons for such Your belief

Last Interrogatory To all the Witnesses ..... } Do You Know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendant in the Title of these Interrogatories Named if Yea Declare the same as You Know have heard or do believe together with the Reasons of such Your Belief as fully and particularly as if You had been thereunto Particularly Interrogated

J. Stewart Hall
Jnº Hamilton
Attys for Defendt

Mayor's Court at Madrasapatnam } Between Thagarey Buttun of Madras Goldsmith Complainant and Vedoochary Sorabah Buttun of the same Place Goldsmith Defendant
On the Part of the Defendant

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

Nellamootoo Carpenter Mastry of Madras Aged Sixty eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Ninth day of May One Thousand Seven hundred and Ninety One Sign[illegible] at the Office of Mr Peter Walker one of the Attorneys for the Complainant By Casaga Thany Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follows viz

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Complainant Thagarey Buttun in this Cause and that he hath so known him Twenty Years or thereabouts and that he doth Know the Defendant Vedoochary Sorabah Buttun in this Cause and that he hath so known him thirty Years or thereabouts And more he saith not to this first Interrog[illegible]

2d ..... To the Second Interrogatory this Deponent saith that the Defendant did about two Years ago Deliver to the Complainant a piece of Ground adjoining to the East Side of the Defendants Dwelling House and that the Dimensions from North to South were thirty One or thirty two Feet and from East to West four and an half Feet and saith that the same was given in Lieu of What he the Defendant had received from the Complt in the West Side of his the Defendants Dwelling House of the like Dimensions This Defendant saith that he came to the Knowledge of such Delivery in consequence of his having measured the said piece of Ground in conjunction

Mellis

With an other Carpenter Mastry, and two Bricklayer Mastries; and further saith the said Piece was measured for the purpose of delivering the same to the Complainant, in lieu of the Ground which the Compt. had delivered to the Defendant. And more he saith not to this or to the last Interrogatory.

Benjamin Bransfill

Exd.

Mayor's Court at Madraspatnam

Between Teagarey Buttun of Madras Goldsmith Complainant and Pordorchary Soobah Buttun of the same Place Goldsmith Defendant

On the Part of the Defendant

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

Coolla Condapen Carpenter Mastry of Madras Aged Thirty five Years or there abouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Ninth Day of May One Thousand Seven hundred and Ninety One Signified at the Office of Wm. Peter Walker who is Attorney for the Complainant By Casawah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Teagarey Buttun in this Cause, and that he hath been known him twenty Years or there abouts. And that he doth know the Defendant Pordorchary Soobah Buttun in this Cause, and that he hath been known him twenty Years or there abouts. And more he saith not to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith that the Defendant in the Title

Title of these Interrogatories Named did two or three Years ago deliver to the Complainant a piece of Ground Adjoining to the East Side of the Defendants dwelling House, and saith he does not Recollect what were the dimensions of the said Ground from North to South, and from East to West, And further saith that the same was given in lieu of what the Defendant had received from the Complainants on the West Side of his the Defendants dwelling House; This Deponent saith that he came to the knowledge of such Delivery by having desired the Bricklayer Mastry, to deliver the said Piece of Ground to the Complainant, which the said Bricklayer Mastry did Accordingly and further saith he does not recollect Whether he measured the said Piece of Ground delivered as aforesaid. And more he saith not to this or to the last Interrogatory.

Benjamin Bransfill

Exd.

Mayor's Court at Madraspatnam

Between Teagarey Buttun of Madras Goldsmith Complainant and Pordorchary Soobah Buttun of the same place Goldsmith Defendant

On the Part of the Defendant

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

Gooroopauthom Company Bricklayer Mastry of Madras Aged forty Nine Years or there abouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Ninth Day of May One Thousand Seven hundred and Ninety One Signified at the Office of Wm. Peter Walker who is Attorney for the Complainant by

by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the same Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Teagarey Battow in this Cause and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Podoochary Loobah Buttow in this Cause and that he hath so known him One and an half Years or thereabouts And more he saith not to this first Interrogatory

3d To the third Interrogatory this Deponent saith that he doth not know that the Complainant first the Title of these Interrogatories named did lodge a Complaint to Edward Sadlier Holland Esqr then Justice of the Peace against the abovenamed Defendant respecting a Dispute about the delivery of a Piece of Ground but knows that such a Complaint was made To Mr Joseph Shawe the then Country Register And saith that the dimensions of the said piece of Ground from North to South were thirty two Feet and from East to West four and an half Feet and further saith that the said Mr Joseph Shawe did order this Deponent and an other Bricklayer Mastry named Valoydum with Mootalia Taliar to go and measure the Premisses and settle the above Dispute and saith and that this Deponent in Conjunction with the aforementioned Persons did in consequence measure the said Premisses and further saith that this Deponent and the Person before named did severally approve of the said piece of Ground having been duly delivered according to the Agreement which existed between the said Parties This Deponent further saith that the said Piece of Ground was delivered to the Complainant being Piece of Ground which the Defendant had received from the Complainant and saith that He this Deponent together with the Person herein before mentioned did severally desire the said Complainant to give a

a Brick Wall on the said Premisses And more he saith not to this or to the last Interrogatory

his
J. Benjamin X Bramfill
mark

Sworn at Madrass Patnam

Mayor's Court at Madrasspatnam

Between Teagarey Battow of Madras Goldsmith Complainant and Podoochary Loobah Battow of the same place Goldsmith Defendant

On the Part of the Defendant

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

Hillah Bricklayer of Madras Aged thirty five Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the Eleventh Day of May One Thousand Seven hundred and Ninety One Sworn at the Office of Mr Peter Walker who is Attorney for the Complainant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Teagarey Battow in this Cause and that he hath so known him two Years or thereabouts and that he doth know the Defendant Podoochary Loobah Battow in this Cause and that he hath so known him about the same time

And

And unto the said Interrogatory

5th To the fifth Interrogatory this Deponent saith he did about two Years ago raise a Wall on the Piece of Ground belonging to the Defendant in the Bill of three Interrogatories Named and saith the Dimensions of the said Ground were thirty two feet in length from North to South and four and an half feet in bread from East to West and further saith the same was delivered by the Defendant to the Complainant in lieu of a Piece of Ground of the same dimensions received by the Defendant from the Complainant This Deponent saith the manner he came to the Knowledge of the delivery as aforesaid was by his having raised the said Wall by Order of the Complainant Zagary Button And saith the Bricks and other Materials were provided by the said Complainant but the Carley hire was paid to this Deponent by the Defendant Rodrechary Lobah Button And More he saith not to this or to the last Interrogatory.

Benjamin Bransfield

Sworn

Ex.t

Filed the 12th Novr 1791

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of
Benjamin Bransfill

Sheweth

That whereas Your Petitioner has to the best of his Ability faithfully served in the Office of Examiner for above six Months - and now finding his private business so much increased as to interfere with the Duties of the Examiners Department he humbly requests Permission of this Honble Court to resign that Office And in Complying therewith Your Petitioner as in Duty bound will ever Pray

Benjamin Bransfill

Fort St George
the 11th November 1791

Filed the 12th November 1791

To the Honble the Mayor's Court at Madraspatnam

The humble Petition
of Thomas Parry

Sheweth

That whereas Your Petitioner is informed that the Office of Examiner to this Honble Court is become vacant by the resignation of Mr Benjamin Bransfill Your Petitioner therefore prays that he may be appointed to succeed him therein, and promises to behave with the utmost Diligence and Fidelity - And Your Petitioner as in Duty bound will ever pray.

Tho: Parry

Fort St George
the 11th November 1791

Filed 6th Novr 1790

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Clerk of Fort Saint George Esquire that Mookoondoo Naick of Madras Inhabitant Stands indebted unto Your Orator in the full and Just Sum of Seventy Seven Pagodas and Twenty five Fanams Current Money of Madras Making in Sterling Money of Great Britain, at the rate of Eight Shillings for every Pagoda the Sum of Thirty One Pounds or thereabouts as will more fully and at Large appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this Your Orator's Bill of Complaint And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of Seventy Seven Pagodas and Twenty five Fanams.

But now so it is and may it Please this Honble Court the said Mookoondoo Naick Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Relief as the nature of this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Mookoondoo Naick may upon his Corporal Oath fully True Direct and perfect Answer make to all and Singular the matters and things herein before Set forth and Alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Seventy Seven Pagodas and Twenty five Fanams with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit.

May it Please this Honble Court to Cause the said Mookoondoo Naick to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and Appointed, then and there to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

S. Popham
Atty for Complainant

November 5th 1790

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

Jno. Call
Mayor

Dr. Mookoondoo Naick in Account Current with Robert Clerk Cr.

1789							1789							
February	7th	To the Amount of Your Outcry Bill of this date		25.	"	"	Sept.r	29th	By Cash Received in Part		100.	"	"	
March	3d	To Do. Do. Do.		154.	"	"	1790 Aug.st	12th	By the Amount of Your Sales		71.	9.	40.	171. 9. 40.
	6th	To Do. Do. Do.		42.	4.	"	1790 Oct.r	29th	By Interest on the above sums from their respective dates to this day @ 12 ℘ Cent ℘ Annum viz.					
May	4th	To Do. Do. Do.		2.	"	"			Out Cash 100 ... Do. 1. 1.	13.	1.	32.		
1790 June	25th	To Do. Do. Do.		4.	27.	"			Do. 71. 9. 40. ... 2. 18.	1.	35.	62.	14.	37. 14.
July	22.	To Cash paid Mr. Sydserf as Retaining Fee to demand payment from You		3.	"	"							186.	1. 54.
1790 Oct.r	29th	To Interest on the above sums from their respective dates to this day @ 12 ℘ Cent ℘ Annum viz.							By Balance				77.	25. "
		Out Cash 25. ... Do. 8. 23.		5.	8.	4.								
		Do. 154. ... 1. 7. 27.		28.	27.	40.								
		Do. 42. 4. ... 1. 7. 24.		8.	14.	75.								
		Do. 2. ... 1. 5. 26.		"	15.	"								
		Do. 4. 27. ... " 4. 5.		"	3.	7.								
		Do. 3. ... " 3. 8.		"	4.	8.	42.	35.	54.					
			Pagoda's.				263.	29.	54.				Pagoda's.	263. 29. 54.

Fort Saint George
29th Oct.r 1790
R.t Clerk
Regr
A. Sydserf

Fort St. George, Aug.st 1790

Mookoondoo Naick and Company to Messrs. Lewis Dupont Lavaux and Company

Madam, Sirs, Gentlemen

We Mookoondoo Naick and Company Merchants Inhabitants of Fort St. George Complainants

Against

Robert Clerk Esqr. Defendant

We Mookoondoo Naick and Company for Complaint against the said Robert Clerk Esqr. Defendant do Declare and Say that we are Merchants Inhabitants of Fort St. George aforesaid and that the said Defendant is Register of the Court of Request Fort St. George aforesaid and that we have had Dealings and Accounts with the said Defendant in his said Capacity of Register of the said Court of Request and that the said Defendant is indebted to us in the Sum of Pagodas 263. 29. 54. as by the Account Current hereunto annexed and Marked A. to which we refer for Greater Certainty and that the said Defendant hath refused and Neglected to pay the same although often thereunto required and that we have Sued out a Writ of Attachment against the said Defendant which was duly Executed and Returned and that the said Defendant hath not put in any Answer thereto nor Entered any Appearance thereto and that the Time for his doing so is now Elapsed and that we are Advised that we are entitled to Recover the said Sum of Pagodas 263. 29. 54. with Interest thereon at the Rate of 12 ℘ Cent ℘ Annum from the 29th October 1790 when the Account Current was Closed and Ballanced to the Day of Exhibiting this our Complaint and Praying that the said Defendant may be Decreed to pay us the said Sum of Pagodas 263. 29. 54. with Interest thereon at the Rate aforesaid from the said 29th October 1790 to the Day of Exhibiting this our Complaint and also the Costs of Suit and that we may have such other and further Relief in the Premises as to this Honble Court shall seem meet

Mookoondoo Naick and Company

Fort St. George, Aug.st 1790

Mookoondoo Naick and Company to Messrs. Lewis Dupont Lavaux and Company

Madam, Sirs, Gentlemen

We Mookoondoo Naick and Company Merchants Inhabitants of Fort St. George Complainants

Against

Robert Clerk Esqr. Defendant

We Mookoondoo Naick and Company for Complaint against the said Robert Clerk Esqr. Defendant do Declare and Say that we are Merchants Inhabitants of Fort St. George aforesaid and that the said Defendant is Register of the Court of Request Fort St. George aforesaid and that we have had Dealings and Accounts with the said Defendant in his said Capacity of Register of the said Court of Request and that the said Defendant is indebted to us in the Sum of Pagodas 263. 29. 54. as by the Account Current hereunto annexed and Marked A. to which we refer for Greater Certainty and that the said Defendant hath refused and Neglected to pay the same although often thereunto required and that we have Sued out a Writ of Attachment against the said Defendant which was duly Executed and Returned and that the said Defendant hath not put in any Answer thereto nor Entered any Appearance thereto and that the Time for his doing so is now Elapsed and that we are Advised that we are entitled to Recover the said Sum of Pagodas 263. 29. 54. with Interest thereon at the Rate of 12 ℘ Cent ℘ Annum from the 29th October 1790 when the Account Current was Closed and Ballanced to the Day of Exhibiting this our Complaint and Praying that the said Defendant may be Decreed to pay us the said Sum of Pagodas 263. 29. 54. with Interest thereon at the Rate aforesaid from the said 29th October 1790 to the Day of Exhibiting this our Complaint and also the Costs of Suit and that we may have such other and further Relief in the Premises as to this Honble Court shall seem meet

Mookoondoo Naick and Company

That at the Time of Purchasing such Articles he declared they were to be on Account of the said Nabob Omdat ul Omrah and desired that the Bill for the same should be sent to the said Nabob for payment with which Declaration and desire Jaugia at the Dubash of the Complainant And who makes out and receives payment of such Bills as this Defendant is Advised and believes appeared well satisfied and permitted the said Articles to be purchased and taken away and sent to the So the said Nabob and also Caused to be demanded from the said Nabob payment of the Bill for the same amounting as aforesaid to the Sum of five hundred and Seventeen Pagodas and Nine Fanams and he then present about the said Nabob Caused the said Bill to be Accepted for its full amount and to be paid and Account of the same, an immediate Sum of four hundred and Seventy five Pagodas leaving a Balance thereon due of the said Sum of forty two Pagodas and Nine Fanams as aforesaid unjustly charged to the Account of this Defendant which Balance was promised to be paid by the Sowkars of the said Nabob when the Bill should be again brought to them for that purpose having at the time no further Cash in Hand to discharge the same in full, and for which part payment of four hundred and Seventy five Pagodas a Receipt was written on the said Bill by the Complainants Servant who Carried the Bill as aforesaid for payment to the Nabob as will more fully and at large Appear by the said Outcry Bill and the Receipt thereon, Copy whereof is hereunto Annexed for the inspection of this Honble Court which this Defendant begs leave to refer to and prays the same may be Admitted and taken as part of this his Answer the Original whereof is in this Defendants possession and ready to be produced when required, wherefore this Defendant saith it will appear to this Honble Court that the said Sum or Balance of forty two Pagodas and Nine Fanams if unpaid remains due to them from the said Nabob and not from this

Defendant

Defendant as untruly and illegally Set forth and Alledged by the Complt in his said Bill of Complaint. And this Defendant for further Answer saith that he is not indebted to the said Complainant in the further Sum of Two Pagodas Charged in the Complainants said Account Current as of the fourth Day of May One Thousand Seven hundred and Eighty Nine Against him as he did not purchase nor give Directions to be purchased for him any goods whatever on that Day nor did otherwise contract such Debt with the said Complainant And this Defendant saith that he now is as at all times heretofore he hath been ready and willing to pay and hath tendered to the Complainants Attorney in this Suit Mr Stephen Popham that is to say on the Thirteenth Day of November last past payment of the said Sum of five Pagodas Seventeen Fanams and forty Cash and Discharge of his demands on this Defendant and doth now here by tender to this Honble Court the said Sum of five Pagodas Seventeen Fanams and forty Cash the true and just amount of his debt to the said Complainant as well more fully and at large Appear by this Defendants Account Current with the said Complainant hereunto Annexed for the inspection of this Honble Court and which this Defendant begs leave to refer to and prays the same may be taken as part of this his Answer to the Complainants said Bill And this Defendant humbly Submitting his Case as above stated in this his Answer and which he is ready and willing at all times to verify and prove to this Honble Court prays that the Complainant may be ordered to receive the said Sum of five Pagodas Seventeen Fanams and forty Cash and to give a full and sufficient receipt and discharge in full to this Defendant for the premisses and also that the Complainant may be decreed to pay all Costs of Suit by this Defendant as aforesaid Most wrongfully Sustained

All which Matters and things this Defendant

is

Dr. Hookoondoo Naick in Account Current With Robert Clerk Cr.

1789 Febry	7th	To this Amount of an Outery B:10	25	"	"	1789 Sept.	29th	By Cash Paid in Part	100	"	"
March	3rd	To Do Do Do	144	"	"						
1790 June	25th	To Do Do Do	4	27	"	1790 July	12th	By Nett Amount of my Sales of this day	71	9	40
July	23rd	To W.m Peyham Retaining fees	3	"	"			By Balance due to You	5	17	40
		Pagodas	176	27	"			Pagodas	176	27	"

Madras 13th November 1790

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

Ranganadadam
Interpreter

E" E" (Signed)

A true Copy

John Wilkinson
Atty for Defendt

Filed 15th Feby 1791

The Replication of Robert Clerk of Fort Saint George Esquire Complainant to the Answer of Mookoondoo Naick of Madras Inhabitant Defendant

This Replian saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto saith That all and every the Matters and things in and by his said Bill of Complaint already said he will justify maintain and prove to be good certain and sufficient in the Law to be answered unto and such manner as the same are therein and thereby set forth and declared and that the Answer of the said Defendant is untrue and insufficient in the Law to be by this Replian replied unto for divers manifest Imperfections and Uncertainties therein contained the Benefit of Exception whereunto being now and at all times saved unto this Replian He this Replian for further Replication saith That he doth insist and will maintain that the said Defendant is justly and truly indebted unto this Replian in the Sum of Seventy Seven Pagodas and Twenty five Fanams in manner and form as is charged in this Replian to said Bill of Complaint notwithstanding the several Matters and things set forth by the Defendant in his Answer which this Replian conceives to be without any foundation whatever for this Replian saith That it appears by the Defendants own Shewing That the Defendant bought the Goods at the public Outcry in his own Name and therefore such Goods were placed to his own Account as appears by the Head of the Bill Annexed to the Defendants said Answer and this Replian looked to him alone to be Answerable for the Amount thereof and as to the Pretences of the Defendant That the said Goods were Purchased by the Defendant for and on Account of His Highness the Nabob Nabob Hundat 7 ℔ Currah, and that he declared so at the Time of his Purchasing the said Articles at the Outcry aforesaid This Replian Saith That however to his Knowledge heard thereof till he had demanded the Balance from the Defendant, and this Replian will prove That the Defendant undertook to pay Balance Mucatasaum in Bill at the time of the Outcry and before the Goods were delivered.

All which Matters and things this Replian is Ready and willing to aver maintain and prove as this Honble Court shall direct and therefore prays as in and by his said Bill he hath already Prayed

S. Popham
Atty for Complt

Filed this 15th March 1791

The General Rejoinder of Mookoondoo Naick of Madras Inhabitant Defendant to the Replication of Robert Clerk of Fort Saint George Esquire Complainant.

This Defendant Now and at all Times saving and reserving to himself all and all manner of benefit and Advantage of Exception to the Uncertainty and Insufficiency of the said Replication for Rejoinder saith That this Defendants Answer is true certain and Sufficient in the Law to be Replied unto and said Wasi in and by his said Answer he hath the already said and doth and will aver and maintain all and every thing and things therein contained to be true and certain in such manner as therein Alledged and Expressed and this Defendant also saith That

that the said Replication of the said Complainant is uncertain and Insufficient in the Law to be Rejoined unto by this Defendant for divers defects and Imperfections therein Contained

All which Matters and things this Defendant is ready and willing to aver Maintain and prove as this Honble Court shall direct and therefore humbly prays as before in his said Answer he hath already Prayed

John Wilkinson
Atty for Defendt

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Robert Clerk of Fort Saint George Esquire is Complainant and Moocoondoo Naick of Madras Inhabitant is Defendant

On the Part and behalf of the Complainant

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

Soubiah ... 2d ... Were You or were You not Outcry Writer and Accountant in the Month of March which was in the Year of Christ One Thousand Seven hundred and eighty Nine to Robert Clerk Esquire the Sea Gate Register If Yea, Did or Did not the said Robert Clerk cause an Outcry to be made at the Sea Gate of Sundry Articles on the Sixth Day of the said Month of March was or was not the said Moocoondoo Naick present at the said Outcry and did he or did he not bid for and buy Sundry Articles If Yea to what Amount and in the whose name and Whom did You book as was Answerable for the Amount thereof Did or did not the said Moocoondoo Naick or who else pay the Sum of Four hundred and Seventy Five Pagodas in part Payment of the said Bill did the said Moocoondoo Naick at the Time of bidding and purchasing the said Goods declare that they were intended for Account of his Highness the Nabob Hundabund Emrah or did he make any other and if Yea what Declaration And Did You or did You not in the Month of June in the said Year One Thousand Seven hundred and eighty Nine Quit the Service of the said Robert Clerk If Yea was or was not a Balance then due to the Complainant by the Defendant on Account of the said Bill and What was the Amount of such Balance

To Ditto ... 3d ... Did or Did not the Balara Vencatasawmy on the Fourth Day of May One Thousand Seven hundred and eighty Nine Buy at the Outcry any Articles If Yea to what Amount and did or did not the said Moocoondoo Naick become Answerable to pay the same or how otherwise

To Peddah Soubiah & Sadasewah ... 4th ... Are You or Are You not the Servants of Robert Clerk Esquire the Sea Gate Register If Yea what employment do each of You hold Did You or Did You not two or and if Yea how often Demand the Payment from the Defendant or who else of a Balance due on a certain Bill If Yea what was the Amount of such Balance and Did or Did not the Defendant Promise to pay the same and Request and Indulgence of him Days or how long and did or did not the Complainant Comply with his request and what grounds for the in consequence and how came the Defendant in possession of the Bill on which there was not a Balance due Wherein relate the whole According to the best of Your knowledge and Belief

To

To Ditto ---- 5th Look at the paper Writing now produced and shewn to You purporting to be a Bill signed by Avadaumma Pauyiah Brammey Against Balava Venkatasawmy Did You or Did You not owe and if You now offer Demand the Payment thereof from the Defendant and Did or Did not the Defendant Promise to Pay the same or what did he say when You Demanded the Payment thereof.

To all the Witnesses -- 6th Do You know of any other matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Complainant if You declare the same as You know I have heard or do believe together with the reasons of such Your belief as fully and particularly as if You had been thereunto particularly Interrogated.

L. Topham
Atty for Compt.t

D.s

P. Balava Venkatasawmy Bought at Outcry ---------- Pag.s 2a " "
To 4 Dozen Knives and Forks ----------

Fort St George
4th May 1789

P. Pauyiah Brammey
for R.t Clerk Sea Gate Regr

This Exhibit was shewn to Peddah Soubiah and Adaswamah at the respective Times of their Examination before me on the Part of the Complainant Jn a certain Cause now depending Jn the Hon.ble the Mayor's Court at Madras at the Suit wherein the said Robert Clerk is Complainant and Moscoondoo Naick is Defendant was on the 26th Day of May Anno Domini 1791.

Benjamin Bramfill
Ed.r

Mayor's Court at Madraspatnam } Between Robert Clerk of Fort Saint George Esquire Complainant and Moscoondoo Naick of Madras Inhabitant Defendant

On the Part of the Complainant

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

Peddah Soubiah Writer of Madras Aged Thirty two Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant, was on the twenty Sixth Day of May One Thousand Seven hundred and Ninety One duly sworn & affirmed at the Office of John Wilkinson who is Attorney for the Defendant by Casava Lowry Servant, who also left him a Note of the Name, Title, and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

4th 1st ---------- To the first Interrogatory this Deponent saith that he doth know the Complainant Robert Clerk in this Cause, and that he hath so known him Ten Years or thereabouts and that he doth know the Defendant Moscoondoo Naick in this Cause, and that he hath so known him five or six Years and more as he said to the first Interrogatory

4th 4th ---------- To the fourth Interrogatory this Deponent saith that he is a Servant to Robert Clerk Esqr Sea Gate Register employed by him as a Writer and further saith he did demand three different times the payment from the Defendant of a Balance due on a certain Bill amounting to forty two Pags & Nine Fanams and saith that the Defendant did promise to pay the same and requested a Respite of ten days, which request was granted by the Complainant this Deponent saith he knows by which the Defendant became possessed of the Bill & while there was a Balance due thereon was thus that under Pretence of getting some Money from a certain Person by shewing the Bill in Question to him, the Defendant was permitted to have it and so are he

he said he must to this fourth Interrogatory

5th ——— To the fifth Interrogatory this Deponent Hath looked at the Paper Writing now produced and sheweth to him at this the time of this Examination purporting to be a Bill Signed by Ruvadanum Pangiah Branning against Balasa Venkatasawmy and saith that he did demand the payment thereof from the Defendant three different times which the Defendant promised to pay in a few days along with the before mentioned Balance in the other Bill And more he said not to this or to the last Interrogatory

Benjamin Bransfill
Exr

Pedda Soobiah

Mayor's Court at Madraspatnam

Between Robert Clerk of Fort Saint George Esquire Complainant and Moocoondo Naick of Madras Inhabitant Defendant

On the Part of the Complainant

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

Sadaswah Peon of Madras Aged forty five Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenty Sixth Day of May One Thousand Seven Hundred and Ninety One Sworn & Affirmed at the Office of Mr John Wilkinson who is Attorney for the Defendant by Casavalavoy Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follow viz.

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainant Robert Clerk in this Cause and that he hath so known him four Years or thereabouts and that he doth know the Defendant Moocoondo Naick in this Cause and that he hath so known him twenty Years or thereabouts And more he said not to this first Interrogatory

4th ——— To the fourth Interrogatory this Deponent said he this is a Servant to Robert Clerk Esqr the Sea Gate Register and that he is employed as a Peon to collect the money due for the different Articles sold at Outcry and further said he did for the space of two Months demand payment from the Defendant of a Balance due on a certain Bill the Amount of which he doth not recollect This Deponent further said he that the Defendant did promise to pay the same and requested an indulgence of ten days which he was accordingly complied with by the Complainant This Deponent said he the manner by which the Defendant came in Possession of the said Bill was this there was a Balance due thereon is as follows that he this Deponent did carry the said Bill and delivered to the Defendant by desire of Pedda Soobiah a Writer belonging to Robert Clerk Esqr the Complainant And more he said not to this fourth Interrogatory

5th ——— To the fifth Interrogatory this Deponent Hath looked at the Paper Writing Now produced and sheweth to him purporting to be a Bill Signed by Ruvadanum Pangiah Branning against Balasa Venkatasawmy and saith that He did recovery of Sen demand the payment thereof from the Defendt who promised to pay the same in a few days together with the Balance due for the other Bill And more he said not to this or to the Last Interrogatory

Mark
The ✓ of
Sadaswah

Benjamin Bransfill
Exr

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on a certain Cause now depending and at Issue in the Honble the Mayors Court at Madras pa tuam wherein Robert Clerk Esquire is Complainant and Mookondoss Naick is Defendant

Awadanum Paupiah Braminy
Cawoolooram and
Baulasammy Venkatasommy

On the Part and behalf of the Defendant

1st Interrogatory
To all the Witnesses
Do You know or do You not know the Parties Complainant and Defendant in the Title of these Interrogatories named If Yea. how long have You so known them or either and as such of them Declare

2d Interrogatory
To Awadanum Paupiah Braminy
Were You or were You not in the Year One Thousand seven hundred and Eighty Nine at or about the Month of March or some one and what other time Dubash to the Complainant above Named or how otherwise, and had You or had You not the Controul and Management of seeing the Outcry Bills made out and Signing and Receiving payment of the same for and in the name of the said Complainant as Register to the Sea Gate office or how otherwise. Look at the Paper Writing now produced and shewn to You at this the time of Your Examination marked with the Letter A Is or is not the Words or Signature "A. Paupiah Braminy for R. Clerk Sea Gate Register" at the foot thereof Your own Proper hand writing If Yea. Was or was it not for Goods Purchased at the Outcry of the Complainant by the above named Defendant for and on Account of his Highness the Nabob Omdat ul Omarah to the Amount of five hundred and Seventeen Pagodas and Nine fanams or for some other and what Sum or Sums of Money. Did or did not the said Defendant at the time of Purchasing such Articles contained in the Bill now produced to You Declare that these were purchased on Account of his Said Highness the Nabob and therefore desired that the Bill for the same should be sent to the said Nabob for payment, and was You or was You not Satisfied with such Declaration, and did You not permit the said Articles to be purchased on the Account aforesaid and taken away and also agree that the said Bill should be presented to the said Nabob for payment, and was or was not the said Bill presented to the said Nabob and did or did not the said Nabob cause the said Bill to be Accepted on his Account by any Person and whom, look at the Persian Characters at the foot of the said Bill now produced to You and say not the same intended as such Acceptance If Yea. Was there or was there not after such Acceptance a payment made by the said Nabob of the Sum of four hundred and Seventy five Pagodas or what other Sum on Account and to whom was the same made If Yea. Was or was not Credit given for the same in Cantor as also in English Writing on the Body of the said Bill and by whom was it so made by Reducing the Sum of five hundred Pagodas from the said Sum of five hundred and Seventeen Pagodas and Nine fanams and thereby leaving a Balance of the Sum of forty two Pagodas and Nine fanams, look at the paper writing or Bill now produced to You, and thereby set forth and Declare the particulars thereof And was or was not the said forty two Pagodas and Nine fanams Promised to be paid by the said Nabob or by his order by some and what other Person on his behalf as the Bill being again presented for payment, and was You or was You not contented thereon or how otherwise set forth the particulars thereof as fully as the same have come to Your knowledge or as You have heard and believe with the reasons for such Your belief declare

3d Interrogatory
To Cawooloorum
Were You or were You not informed or had You not intimation that an Outcry Bill was presented to his Highness the Nabob Omdat ul Omarah for payment of the sum of five

five Hundred and Seventeen Pagodas and Nine Fanams for sundry Articles
Purchased by Mookoondoo Naick the above named Defendant for and on
Account of the said Nabob at the Outcery of Robert Clerk Esquire the Complt.
above named. 2d Ans. Did or did not the said Nabob or some Person and
who on his Account Accept the same for to full amount in manner and
form as the same is in the Person Character at the foot of the paper writing
or Bill now produced to You at this the time of Your Examination marked
With the Letter A and thereon ordered You to pay the same, and did You
or did You not in consequence of such order pay in part there of the Sum of
four Hundred and Seventy five Pagodas being so much money due by You to
the said Nabob for the same or for what other purpose have You so paid
the said Sum of four Hundred and Seventy five Pagodas, set forth the same to
the best of Your Knowledge and Remembrance or as You have heard and
believe with the reasons for such Your belief Declare.

4th Interrogatory Did You or did You not sometime or other about the fourth
& 5th Paulasanny Venkatadanny day of May in the Year One Thousand Seven Hundred and Eighty Nine
purchase some and what article to the Sum of two Pagodas at the Outcry of
Robert Clerk Esquire the Complainant above named, If Yea. Was it or was it
not for Your own proper use, or was it for the use of Mookoondoo Naick
the Defendant above named, If purchased for Your own Account, was the
Bill for the same ever Accepted for payment by the said Defendant on Your
behalf for how otherwise Declare.

Last Interrogatory Do You know of any other matter or thing or have You
for all the Witnesses heard or can You set forth any thing touching the matters in Question in
this Cause that may tend to the Benefit or Advantage of the Defendant above
named, If Yea. Declare the same as You know have heard or do believe together
With Your Reasons of such Your belief as fully and Effectually as if You
had been thereunto particularly Interrogated.

John Wilkinson
Atty for Defendant

Mookunda Naig — Bought at Outcry

		Pd
		37 " " "
2	Pair Shades	104 " "
3	Cases Knives & Forks	34 " "
1	Box with Tea Canisters	12 " "
2	Sauce Spoons	30 " "
1	Large Mugg	24 " "
1	Milk Pott	9 3 "
1	Pair Curry Dishes	27 " "
1	Water Plate	17 12 "
1	Salver	23 " "
2	Ditto	30 " "
2	Ditto	55 " "
1	Large Ditto	11 18 "
1	China Almar	2 9 "
1	Pair Teller Shades	
	Pagodas	517 9 "
	Rs	475 " "
	Balance	42 9 "

Fort St. George
6th March 1789

515 2 9
517 9

Ceed

J. Braunfield Examining
for Rt. Clerk Delegate Regr.

This Exhibit Marked A was shewn to Avadanum
Paupiah Examining at the time of his Examination before me on the
Part of the Defendant in a certain Cause now depending In the
Hond. the Mayor's Court at Madraspatnam wherein the said Robert
Clerk is Complainant and Mookoondoo Naick is Defendant was an
the 8th Day of June Anno Dominii 1791

Benjamin L. Bramfill
Exr.

Mayor's Court at Madraspatanam } Between Robert Clerk Esquire Complainant and Mookoondoo Naick Defendant

On the Part of the Defendant

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

Soondanum Pauyeah Braminy Inhabitant of Madras Aged forty two Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the eighth Day of June One thousand Seven hundred and Ninety One Sworn at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Cavas a Sworn Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith That he doth know the Complainant Robert Clerk in this Cause, and that he hath so known him Twenty Years or thereabouts and that he doth know the Defendant Mookoondoo Naick in this Cause, and that he hath so known him Nine Years or thereabouts And more he saith not to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith That he was in the Year One thousand Seven hundred and eighty Nine or about the Sixth Day of March Dubash to the Complainant above named and had the controul and management of seeing the Outcry Bills made out and signed and receiving Payment of the same for and in the name of the said Complainant as Register to the Sea Gate Office. This Deponent hath looked at the Paper Writing now produced and shewn to him at this time of his Examination Marked with the Letter A. And saith the Words or Signature "H. Pauyeah Braminy for Robert Clerk Sea Gate Register at the foot thereof is his this Deponents own proper Hand Writing and saith That the said Goods were purchased at the Outcry of the Complainant by the above Above Named Defendant, to the amount of five hundred and Seventeen Pags and Nine Fanams - but this Deponent does not know on whose Account they were so purchased - This Deponent saith That the said Defendant did not at the time of purchasing such Articles contained in the Bill now produced to him declare that he purchased the said Articles and Account of his said Highness the Nabob and that the Defendant desired that the Bill for the Same should be sent to the said Nabob for payment and further saith he does not know whether the said Bill was ever presented to the said Nabob This Deponent Hath looked at the Persian Characters at the Foot of the said Bill now produced to him and saith he cannot tell whether the same was intended as such Acceptance and further saith the payment of four hundred and Seventy five Pags was made on account of the aforementioned Bill but this Deponent cannot tell By whom it was Paid This Deponent saith That Credit was given by his Writer for the same in Said This Deponent saith That Credit was given by his Writer for the same in English writing on the Body of the said Bill by deducting the Sum of four hundred and Seventy five Pags from the said Sum of five hundred and Seven hundred and Seventy five Pags from the said Sum of five hundred and Seven Teen Pags and Nine Fanams and thereby leaving a Balance of the Sum of forty Two Pags and Nine Fanams. This Deponent Hath looked at the Paper writing or Bill now Produced to him, and saith that he does not know whether the said forty Two Pags and Nine Fanams was promised to be paid by the said Nabob by his Order by any other Person on his behalf And more he saith not to this or to the last Interrogatory

Mayor's Court at Madraspatanam } Between Robert Clerk Esquire Complainant and Mookoondoo Naick Defendant

On the Part of the Defendant

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

Baulasaumy

Baulasanny Venkatasawmy Dubash of Madras Aged forty eight Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the fourth Day of June One Thousand Seven hundred and Ninety One Sworn before the Office of Mr. Stephen Popham who is Attorney for the Complainant by Cavaly my Servant, who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows Viz.

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainant Robert Clerke in this Cause, and that he hath so known him four or five Years And that he doth know the Defendant Mookoondoo Naiche in this Cause, and that he hath so known him ten Years or thereabouts And more he saith not to this first Interrogatory

4th ——— To the fourth Interrogatory this Deponent saith that he did on or about the fourth Day of May One Thousand Seven hundred and eighty Nine purchase Knives and Forks to the amount of two Pags at the Outcry of Robert Clerke Esqr the Complainant above named and saith that the said Articles were so purchased by this Deponent for the use of the Late Master Capt. Lantwar and not for the use of Mookoondoo the Defendant And further saith that the Bill for the same was never Accepted for payment by the said Defendant on this Deponents Behalf And more he saith not to this fourth Interrogatory.

To the last Interrogatory this Deponent saith that about a Month Ago a Purrah belonging to the Complainant Meeting this Deponent in the Street requested of him to pay the aforementioned two Pags which this Deponent promised to pay, if he would bring the Outcry Bill And more he saith not to this Last Interrogatory.

Benjamin Bransfill
Exd

Mayor's Court
Madrasapatnam

Friday the 18th Day of November
Anno Dominí 1791

L.S.

Mayor's Court

Present
Josiah Dupre Porcher Esquire Mayor
Andrew Ross and Henry Readhead
Aldermen

Between Robert Clerke of Fort St. George Esquire Complainant and
Mookoondoo Naich of Madras Inhabitant Defendant

This Cause coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides and Reading the Complainants Bill with Copy of an Account Current Annexed, the Defendants Answer with Copies of two Exhibits Annexed, the Replication, the General Rejoinder, the Interrogatories and Depositions on the Part of the Complainant with an Exhibit Annexed, the Interrogatories and Depositions on the part of the Defendant with an Exhibit Marked A Annexed And Hearing the Pleadings made Use of by the Attornies and due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Sum of Two Pagodas Pagodas 2 " " together with the Interest Charged thereon being the Sum of Fifteen Fanams Fanams 15 " " be deducted from the Sum of Seventy Seven Pagodas and Twenty five Fanams Pagodas 177.25 being the Amount Sued for and after such Deduction and that the Defendant do pay unto the Complainant the Sum of Seventy five Pagodas and Ten Fanams Pagodas 175.10 " together with all Such

Such Interest as now is or shall hereafter become due thereon until
full Payment is made and it is further Ordered and Decreed that
the Defendant do pay unto the Complainant the Costs of Suit so far as
he has Prevailed therein.

Dft Clua

Filed the 27th March 1790

To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Hble
Court Your Orator Lalagrammem Pennajilla of Madras Inhabitant That
Court Your Orator Lalagrammem Pennajilla of Madras Inhabitant That
Mooduramaa Pilla also of the same Place Inhabitant Stands justly and
truely Indebted unto Your Orator in the full and Just Sum of One Thousand
Four Hundred and Thirty four Star Pagodas and Twenty five Fanams Current
Money of Madras Making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the Sum of five hundred and twenty
three Pounds and Fifteen Shillings or thereabouts as will more Particularly
and at Large Appear by the Copy of a Bond or Obligation and an Account
Current together with the Copy of the Translation of Certain Agreement thereunto
Annexed for the Inspection of this Hble Court, and which Your Orator Prays
May be Admitted as part of this his Bill of Complaint the Originals of
which are in Your Orator's Attorneys Possession and Ready to be Produced,
whenever this Hble Court shall Require, and Your Orator further Sheweth
unto this Hble Court That he hath frequently and in an Amicable Manner
Requested Payment from the said Mooduramaa Pilla of the said Sum of One
Thousand Four Hundred and Thirty four Star Pagodas and Twenty five Fanams

But now so it is May it Please this Hble Court the
said Mooduramaa Pilla Obstinately and Wilfully Refuses to Pay the same or to
Give

Give Your Orator any Manner of Satisfaction touching the Premises Your
Orator therefore Prays a General Relief as the Nature of this Hble Court shall Appear
Agreeable to Equity and Good Conscience To the End therefore that the said
Mooduramaa Pilla May upon his Corporal Oath (full true and Direct and
Perfect Answer Make to all and Singular the Matters and things herein
before Set forth and Alledged, as fully Truely and Effectually to all Intents
and purposes, as if the same were here again Repeated and Particularly
Interrogated, and that he May be Decreed to Pay unto Your Orator the
aforesaid Sum of One Thousand Four Hundred and Thirty four Star
Pagodas Twenty five Fanams with all such Interest as now is or shall
hereafter become due thereon also all Costs of this Suit.

May it Please this Hble Court to Cause the said
Mooduramaa Pilla to be Summoned and Required by the Sheriff of Fort
Saint George Town of Madrasapatnam and the Districts thereof Personally
to be and appear before this Hble Court at a Certain time and Place to
be by this Hble Court Prefixed and Appointed then and there to Answer
this Your Orator's Bill of Complaint and further to stand to and
abide by such Order and Decree therein as to this Hble Court shall
Seem Meet.

Fort Saint George 27th March 1790

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

Vint Corbett
Mayor

G. Chalmer
Atty for Compt

Know all Men by these Presents that I Moodooramma Pilla of Madras Inhabitant and Native of the Country Gentoo Do hereby Acknowledge myself to be Indebted unto Salagramon Ponna Pilla of the same Place Merchant in the Sum of Three Thousand Pagodas for Value Received of him in Cash which I promise to Pay unto the said Salagramon Ponna Pilla his Executors Administrators or Assigns on Demand with Interest for the same at the Rate of Eight per Cent per Annum Witness my Hand this 3d Day of February in the Year of our Lord One Thousand Seven Hundred and Eighty Eight

Witness Thos Hodgson

Moodooramma Pilla (L.S.)

Know all Men by these Presents that I Salagramon Ponna Pilla of Madras Merchant do hereby Acknowledge myself to be Indebted unto Moodooramma Pilla of the same Place Inhabitant and Native of the Country Gentoo in the Sum of Three Thousand Pagodas for Value Received of him in Cash which I promise to Pay unto the said Moodooramma Pilla his Executors Administrators or Assigns on Demand with Interest for the same at the Rate of Eight per Cent per Annum Witness my Hand this 3d Day of February in the Year of our Lord One Thousand Seven Hundred and Eighty Eight

Witness Thos Hodgson

Salagramon Ponna Pilla (L.S.)

Dr Moodooramma Pilla in Account Current with Salagramon Ponna Pilla Cr

1788 Feby 3	1	To the Amount of your Bond bearing date this day	3300	"	"	1788 May	22	By Cash Received this Day				200	" "
1790 March	26	To Interest on Do to this Day is 2 yrs 1 m 23 Ds @ 8 p Cent p Annum	368	12	"	Dec.r	18	By Do Do Do				2000	" "
						1790 March	26	" Interest on the above Sums to this Day @ 8 p Ct p Annum	yrs	mts	Ds		
								Out Lay	1	10	23	30	12 "
									1	3	8	203	20 "
												2433	32 "
								By Balance due				1434	25 "
		Pagodas	3068	12	"						Pagodas	3068	12 "

Fort St George this 26th Day of March 1790

Errors Excepted &c

(Signed) Moodooramma Pilla

A true Copy G. Chalmer Atty for Compt

Madras Sct 3d May 1788 Received the within Bond Bill of Exchange for Three Thousand Pagodas

Moodooramma Pilla

Translation of an Agreement dated 20th Audy of Swanya Year Answering to Anno Domini 30th July 1789.

I Moodoorauma Pillah do give this Agreement to Salegraumen Pennapilla

Whereas I Do hereby engage to pay You the Residue of the Money and the Interest Agreable to Your Bond on or before the 30th Auvany or 10th September next after having Deducted the Sum paid in part thereof Sudefault of which You are hereby empowered to Recover it by Prosecuting me in the Honble The Mayors Court and Lawsuit to Dispute with You by filing Demurrer or Plea and Answer Thus I have given You this Agreement with my free will and Consent Witnesses Tondavarayen Moodeliar and Veerasawmy Pillay by their Knowledge Drawn by Terovengadam

Witnesses signed
Ramanjeeara Tondavarayen (Signed) Moodoorauman
Veerasawmy

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

Ruinganaudom
Interpreter

A true Copy
G. Chalmer
Actg for Compt.

Filed the 3d Augt 1790

The Answer of Moodurama Pillah Defendant to the Bill of Complaint of Salagraumen Pennapilla Complainant

This Defendant now and at all Times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Imperfections in the Complaints said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is material or necessary for him to Make Answer unto he answereth and saith That all this he Admits to his having executed the Bond and Agreement Copies whereof are Annexed to the Complainants said Bill of Complaint Yet he denies that he is thereby indebted to the Complainant in the said Sum of One Thousand three hundred and forty five Star Pagodas and twenty five Fanams or in any other Sum of Money whatsoever. And in order to state to this Honble Court how unjustly the Complainant has commenced this present Action Against this Defendant he begs leave to state the following Particulars for the Satisfaction of this Honble Court to wit That this Defendant in the Months of February in the Year of Our Lord One Thousand Seven hundred and eighty eight acted as Head Conicopoly to Johan Kenworthy Esquire who was then the Victualling Agent to the Army of the Honble Company and the Complainant did Contract with Bullocks for Hire to the said Army in his own Name as also in the Name of other People and for the Hire thereof the Complainant desired this Defendant to demand the same from the said Honble Company as he pretended that it would not be proper for this Name to be made use of in any such Transaction and at the same time told this Defendant that whenever this Defendant received any Money from the Company on Account of such Hire to pay the same to the Complainant. And this Defendant further saith that the said Honble Company being indebted unto the Complainant in the Sum of Three Thousand and three hundred Star Pagodas for such Hire the Complainant did

Did desire this Defendant to give him a Bond to that Amount which
this Defendant did then absolutely refuse but afterwards by the Persua-
sion of several Bullock Masters who assured this Defendant that the
Complainant was a Man of Character and would not take any illegal
Steps against this Defendant this Defendant did consent to give and
did Sign the Bond in Question upon Condition to pay the Amount of
the said Bond when this Defendant received it from the Honble Company
which was at that time agreed to by the said Complainant in the
Presence of the Witnesses to the said Bond and that the Complainant
should not sue this Defendant upon the said Bond unless this Defendt
was in Receipt of the Monies due from the Honble Company to the Com-
plainant And this Defendant further saith that having received from
the Honble Company the several Sums of Two hundred Pagodas and Five
thousand Pagodas he paid the same to the Complainant in part discharge
of the said Bond as by the said Bond and Account Current will appear
This Defendant saith that not having received a single Fanam from the Honble
Company and the Complainant to Account further Meanwhile this is entitled
in the said Account Current and having granted the Bond for the Accommoda-
tion of the Complainant he humbly hopes that this Honble Court will Direct
Decree him to pay unto the Complainant the Sum for which this new suit and
for which this Defendant hath not received any Security or Satisfaction
Whatsoever This Defendant saith that Pariah Brahmin and Annajeear
Soudavoyen who are Witnesses to the Execution of the said Bond and the
said Annajeear Soudavoyen and Veeranamy who are Witnesses to the said
Agreement will prove that at the time of the Execution of the said Bond and
Agreement respectively it was understood that this Defendant was not
to pay the Money therein mentioned to be due to the Complainant unless
he received it from the Honble Company and this Defendant will also
prove that the Honble Company are still indebted to this Defendant in
the Balance of Principal Money for which the Complainant hath
brought

brought this Suit.

All which Matters and things this Defendant is ready
and willing to verify maintain and prove as this Honble Court shall
direct and humbly prays to be hence dismissed with his reasonable
Costs and Charges in this behalf most wrongfully sustained.

S. Popham
Atty for Defendant

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

Ranganaudom
Interpreter

Mr Robson

Filed 28th Sept. 1790

The Replication of Salagramum Pennayillah of Madras Inhabitant Complainant to the Answer of Moodoppanna Pillah of the same Place Inhabitant Defendant

This Repliant now and at all times hereafter saving and reserving to himself all and manner of Benefit and Advantage of Exception to the many Errors uncertainties Insufficiencies and Imperfections in the said Answer contained for Replication thereunto saith that this Bill of Complaint and all and singular the Matters and things therein contained are good True certain and sufficient in the Law to be Answered Unto in such Manner and Form as the same are therein and hereby set forth and Alledged and that the said Answer of the said Defendant is very insufficient in the Law to be by this Repliant Replied unto for divers Manifest Imperfections and Uncertainties therein Contained and this Benefit of Exception whereunto being now at all times saved to this Repliant He for further Replication saith He does still Maintain and Insist that the said Defendant stands justly and Truely indebted to him this Repliant in the full and just Sum of One Thousand four Hundred and thirty four Pagodas Twenty five Fanams Current Money of Madras as the same is justly and Truely stated to be in this Bill of Complaint and the Account Current thereunto Annexed and this Repliant saith that he Admits that the said Defendant might have in the Month of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight Acted as Head Commissary to Sir John Kennaway Esquire who was Victualling agent to the Army of the Honble Company and this Repliant also allows that he this Repliant let out Bullocks for hire to the said Honble Company for the use of the said Army as well in his own Name as in the Names of other People But this Repliant Positively Avers that he did over Request the said Defendant to demand the hire

Hire thereof from the said Honble Company nor did he ever say that it would be improper for this Replicant to Name to appear in any such Transaction as by the said Defendant in his said Answer is falsely Asserted This Replicant in Order to Shew for what Consideration, and upon what Account the said Defendt did Execute the Bond upon which this Replicant has brought his Action, Prays leave to State, that sometime in the Month of February which was in the Year of Christ one Thousand Seven Hundred and Eighty Eight the said John Hunwarthy Esquire being then about to Depart for Europe this Replicant did prepare his Accounts with him for a Settlement so far as they Related to the Department which he the said John Hunwarthy filled as agent Victualler, and upon Adjusting the same there appeared a Ballance of Cash due to this Replicant from the Honble Company on Account of Bullocks, greatly exceeding the Sum for which the said Defendant executed the Bond Copy whereof is to this Replicants Bill of Complaint Annexed This Replicant further saith that having then a Call for a Sum of Money he requested a wish to discount the said Ballance for ready Cash, whereupon the said Defendant immediately Proposed and offered to purchase the same at a certain Discount provided this Replicant would allow him the Space of One Month for the payment of what might appear due to this Replicant after Deducting the per Centage or Discount agreed upon, and that he the said Defendant would allow an Interest at the rate of Eight per Cent per Annum during the Space of the said One Month, this Replicant Saith that having agreed to such proposal the said Defendant did Accordingly Make up this Account whereon after Deducting the per Centage or Discount Agreed upon there Appeared Due to this Replicant the Sum of Three Thousand Three Hundred, Star Pagodas Current Money of Madras, and for which the said Defendant did Execute the Bond Copy whereof is to this Replicants Bill of Complaint annexed, and which the said Defendant did deliver to this Replicant as his own Act and Deed And this Replicant Saith that the said Bond was unsellered by any other Condition save what Appears

Appears therein, and therefore the Assertion of the said Defendant in his said Answer that the money was not to be paid until such time as it was received from the Honble Company's and that the same was agreed upon and took place in the presence of the Subscribing Witnesses to the said Bond named, is altogether untrue for this Replicant saith that if such was the Case there would have been no Necessity for taking the Bond of the Defendant or fixing any Specific Day for the Payment thereof because this Replicant if she had not been in immediate want of Money could have received from the Honble Company the Ballance that was due to him whenever the same came in Regular payment, as will as the Defendant or any other Person But this Replicant Saith that his Motive for Parting with his Right to the Ballance that was due to him by the said Honble Company and his reason for Disposing of the same at a Discount to the said Defendant, was the object of securing speedy payment and therefore from the time the said Bond was Executed, this Replicant ceased to have any [illegible] becoming the Property of the Defendant who became Solely Liable to any future Contingency Attending it This Replicant Saith that when the Bond became due she demanded Payment thereof But which the said Defendt under Various pretences evaded Complying with Until the third day of May following when an Instalment of Pagodas Two hundred was paid, and on the Eleventh day of December following the further Sum of Four Thousand Pagodas was paid in part Discharge of the said Bond, and for which due Credit has been given in this Account Current to this Replicants Bill annexed Relation being thereunto had, to all and will more fully and at Large Appear This Replicant Saith that she continued to demand payment of the Remaining Ballance, which the said Defendant Faithfully and frequently Promised to discharge But which she always avoided doing And this Replicant having Subjected himself to much Inconvenience from the Enmity and forbearance which she had

Shewn

Shewn to the Defendant and finding every Amicable Measure failing
their Effect He did on or about the Thirtieth Day of July which was in
the Year of Our Lord One Thousand Seven Hundred and Eighty nine,
inform the Defendant that in the event of the Ballance not being paid
that he would have recourse to Legal Measures, to procure himself that Justice
which he was entitled to, whereupon the said Defendant did beg and
entreat this Replicant, to give him a further indulgence of Forty Days within
Which Period he faithfully promised to discharge the Amount and in
Order to induce this Replicant to comply therewith the said Defendant for
the purpose of obviating that Clause in his Majestys Charter which precludes
Indian Natives from Suing each other unless by Mutual Consent) did
agree to give this Replicant a Written Instrument Authorising this
Replicant in default of Payment Agreeably to the Specified time therein
Mentioned, to Sue him the Defendant in this Honble Court, and this
Replicant saith that having Consented to grant him a further time of
Forty Days the Defendant did thereupon Cause the Agreement to be drawn out
Copy whereof is to this Replicants Bill of Complaint annexed and which
he did Voluntary and of his own free will, and Consent, Execute and
Signed in the Presence of Subscribing Witnesses therein Named and this
Replicant positively denies that it was understood or even mentioned
at the time of Executing the said Agreement that the remaining Ballance
was not to be paid until Such time as the Honble Company had paid
the Defendant indeed the Transaction itself is upon the face of Matters
a positive Refutation of such an Assertion, for if that was to have been
the Case where was the Necessity of Executing the agreement, in Addition
to the Bond already granted, or why did the Defendant Voluntary into
a Solemn Covenant If it was not his intention at the time of Confirming
thereto - why Covenant and Promise in the said Agreement not to
Answer Plead or Demurr in the event of a Suit being instituted Against
him, if the same was contrary to his intentions But this Replicant says
that

That the whole of the Defendants Answer to this Replicants Bill is an
Negatory and inconsistent pleading contradictory in every Respect,
the said Defendant manifesting therein a Strong and willing disposition
by untrue Assertions to defraud and wrong this Replicant out of his just
and Lawful Property, this Replicant in order further to shew the Conduct
of the Defendant prays leave to state that Since the Institution of this
Suit the said Defendant has while this Replicant was absent from the
Presidency sent Several Persons to one Davis shamanery Moodelliar this
Replicants Private Attorney who offered for and on behalf of the said
Defendant as a Collateral Security for the Payment of the remaining
Ballance the reversionary Mortgage of his House the same being
already Mortgaged to one Cashava Moodelliar which offer the said
Davis shamanery Moodelliar refused to accept of this Replicant saith
he cannot Pretend to say whether the Defendant has Received from
the Honble Company the Remaining Ballance or in any ways
Materially whether he has or has not the same having been totally
Alienated from this Replicant who has no further Concern therewith

All which Matters and things this Replicant
is ready and willing to aver maintain and Prove as this Honble
Court shall direct and most humbly Prays as in and by his said
Bill of Complaint he hath already Prayed.

G. Chalmer
Atty for Replicant

Filed the 26 Oct. 1790

The Rejoinder of Moodooramaa Pillah of Madras Inhabitant Defendant to the Replication of Salagramum Ramapillay of the same place Inhabitant Complainant

The said Defendant Now and at all Times hereafter saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Uncertainties and Insufficiencies in the said Replication Contained for Rejoinder thereunto Saith That the Answer of this Defendant is true Certain and Sufficient in the Law to be Replied Unto by the said Complainant and doth and will Aver maintain and prove all and every thing and things Contained in the Answer of this Defendant to be true as they and every of them are therein Alledged and Expressed and that the said Replication of the said Complainant is very uncertain and Insufficient in the Law to be Rejoined unto by this Defendant for Divers and Imperfections therein Contained This Defendant for further Rejoinder Saith That he denies as in and by his said Answer he has already denied that he Stands Indebted to the Complainant either in the Sum of One Thousand four hundred and thirty four Pagodas and Twenty five Fanams or in any other Sum of Money Whatsoever And thereupon this Defendant Says Saith That from the Circumstances which he hath Averred in his Answer on which the said Bond was Executed being Partly Admitted by the Replicant in his said Replication it fully Evinces the truth thereof and as to the other matters which the Replicant hath stated as having taken place previous to the Execution of the said Bond respecting the said Accounts the same is false for this Defendant is misinformed of any Balance having been due to the Replicant from the Honble Company to any Amount as . . . that for which this Defendant executed his Bond to the Replicant

And this Defendant denies that the Replicant to ever Expressed a Wish to this Defendant to Discount such Balance for Ready Cash nor did this Defendant ever Propose or Offer to Purchase the same at a Certain Discount provided the Replicant would Allow him the space of One Month for the Payment of what might Appear due to the Replicant after deducting the Cuttage or Discount as stated in the Replication nor did this Defendant promise to allow any Interest at the Rate of Eight per Cent per Annum during the Space of the said One Month and this Defendant denies having ever Made up the Accounts as charged in the Replication and that after Deducting the Discount Agreed upon there Appeared the said Balance of Three Thousand and Three Hundred Star Pagodas But this Defendant Saith That the said Sum of Three Thousand and Three Hundred Pagodas was the whole Sum due by the Honble Company Where of is Annexed to the Replicants Bill for that Sum upon the Terms and Conditions as stated in this Answer and doubts will be Proved by the said Witnesses To the said Bond and Agreement as Stated in this Defendants said Answer and upon the Assurance given to this Defendant That he should be at the least Inconvinience would Arise or the most Distant Responsibility Attach to him thereby Except in this Accounting for such Sums of Money only as he should Receive from the Honble Company and upon such Condition and Consideration only, but for no other Ground whatever as is falsely Pretended by the Replicant and as this Defendant will Where after fully prove This Defendant was induced to Execute the said Bond And that a short time afterwards as soon as the Sums of Two Hundred Pagodas and Two Thousand Pagodas will Received by this Defendant from the Honble Company on Account of the Replicant the same was Directly and not after the Many Applications Made

as

Madrass is falsly Stated by the Replicant paid to him as Credited in the Account Annexed to the Bill of Complaint and this Defendant Saith that since the Receipt of such Monies from the said Honble Company and Payment thereof to the Replicant as aforesaid this Defendant hath not Received a Single Fanams in further Discharge of the Amount of the Replicants Accounts this Defendant therefore Humbly insists that he cannot in Equity be Compelled to Discharge a Sum of Money which he Never had and for which as it will hereafter fully Appear in Evidence he never received any the least Consideration or Satisfaction whatever except as stated in this Answer And this Defendant for further Rejoinder saith that Although he hath Admitted the Execution of the Agreement as annexed to the Bill of Complaint Yet he Denies that it was for the purposes or to the extent in the said Replication set forth, for this Defendant says that the Replicant having expressed some fear or Apprehension that this Defendant Would not Immediately upon the Receipt of the Remaining Money Payable from the Honble Company pay the same to him the Requisited of this Defendant to sign an Agreement stating at the same time that it was Only meant by him for Securing the Payment of the Remaining Balance due from the Honble Company whenever this Defendant should receive the same and this Defendant being willing to Satisfy the Replicant of the Integrity of his Intentions Consented thereto more Particularly from this Defendants being further persuaded by the Protestations of the Replicant thereon that it was by no means meant to Affect or Injure him other than in Securing as aforesaid the same being paid to the Replicant as soon as it should be Received by this Defendant all which he will hereafter fully Evince by the Very Witnesses who Attested the Execution thereof.

All which Matters and things this Defendant is ready to Aver maintain and prove in such Manner and form as this Honble Court shall Direct and therefore Humbly Prays as before in his said Answer he hath Already Prayed.

S. Peyton
Atty for Defendant

Interrogatories to be Administered to Such Witnesses as Shall be Produced Sworn and Examined in a Certain Cause now Depending at Issue in the Honble the Mayors Court at Madrass patnam Wherein Salagrama Pennagilla of Madrass Inhabitant Complainant and Modogam Pillai of the same Place Inhabitant Defendant.

On the Part and behalf of the Complainant

To all the Witnesses } Interrogatory 1st Do you know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and Which of them, and how long have You so known them or either and Which of them, Declare the Truth and Your knowledge therein.

Pariyer and Amangeecar Tondawaroy Moodelyar } Interrogatory 2d Do You or do You not know, or have You or have You not heard or been Credibly informed and believe and by whom that the Complainant in the Title of these Interrogatories Named, did or did not some time in the Months of February One Thousand Seven Hundred and Eighty eight or at any other and what time settle, Adjust any and what Account or Accounts with the Wm John Hunsworth or they or with any other Person on Account of him? If Yea, What was the Ballance Arising on Settling such Account and in whose favor did

did it Appear to be due as You remember have heard, And do believe
Do You or do You not know of any and what Proposal or offer that was made by the Defendant Salvin in the Pleadings of this Cause Named, or any other and What Person or Persons and Account of him, Touching and Regarding the said Ballance? If Yea What was the Nature of such Proposal and was the same Accepted by the Complainant or not as You know, have been informed and Verily believe, Do You know of any and what Bond or other Writing that was then Executed and by whom? If Yea all Were You Present when such Bond or paper Writing was Executed and was or was it not done by the free will and Consent of such persons or not Declare the Truth and Your Knowledge herein.

Parinyer and Amangecar Londavaroyen Modelliyar } Interrogatory 3d Look at the Paper Writing Now produced and Shewn to You at the time of Your Examination Marked with the Letter **A** Purporting to be a Bond or Obligation Yea or Letter of the Power and Writing of the said Defendant and were You or were You Not present when the same was Signed, Sealed, and Delivered by him? If Yea Did the said Defendant, or did he not, Make any Special Conditions Relative to the Discharging of the said Bond, save what appears therein, for did any and what words pass between the said Complainant and Defendant touching the same, Were You a Subscribing Witness to the Execution of the said Bond, and is Your Name Set and Endorsed as a Subscribing Witness thereto, of Your Own Proper Hand Writing or not, and do You know the Hand Writing of the other Witness or Witnesses thereto, and did You see them Set and Subscribe their Name as Witnesses thereunto. Set forth the particulars at large According to the best of Your Knowledge Remembrance and belief and the Truth Declare.

Audyappien Yavalayan Modelliyar } Interrogatory 4th Were You or were You not Sent by the Complainant Vin the Pleadings of this Cause Named to Demand the payment of the aforesaid Bond from the Defendant also in the Pleadings of this Cause

Named? If Yea how often were You sent and what Answer did You Receive Regarding the payment and discharge thereof. Did or did not the said Defendant say that the Liquidation of the said Bond depended upon certain payments which he expected to receive from the Honble Company or did He make any Other and What Objection, Did You ever receive any and what Sum or Sums of Money on Account of the said Bond? If Yea Set forth the particular Period or Periods when You received such Sum or Sums of Money, to the best of Your Knowledge, remembrance, and belief, and the Truth Declare.

Amangecar Londavaroyen Veera Saivmy } Interrogatory 5th Did You or did You not Demand from the said Defendant and When the payment of any and what remaining ballance on the Bond in the Preceding Interrogatory Mentioned? If Yea, how often did You Make such Demand and at whose particular instance and Request Did or did not the said Defendant give any and What Answer thereto, Did or did not the said Defendant in Your Presence or in the Presence of any other person or persons and who by Name, Request and entreat the said Complainant to grant a certain time for the payment of the said Ballance and did the said Complainant Agree thereto or not upon any and what Condition? If Yea Did the said Defendant grant any and what Written Agreement thereupon? If Yea Look at the Paper Writing Now produced and Shewn at the time of Your Examination Marked with the Letter **B**. Do You know the Character and Hand Writing of the said Defendant and was the same Written and Executed by him in Your presence or in the presence of any other Person, and Who by Name, and were You a Subscribing Witness thereto, and Was the said Exhibit delivered by the said Defendant to the Complainant as and from his Act and Deed, Set forth the particulars at large and the truth Declare.

Dewaseecamoney Woodelly } Interrogatory 6th Do You or do You not Act for the Complainant Vin the Bills of these Interrogatories Named? If so

his

as his Agent Under his Letter of Attorney? A. Yes. Were You or were You not ever Applied to in that Capacity by the said Defendant and When touching the Matters Now in Dispute, Did or did not the said Defendant Acknowledge himself to be Justly indebted to the Complainant in the Sum Sued for, And did He Offer any and What Security for the payment of the same, Set forth the particulars at large to the best of Your Knowledge Remembrance and Belief and the Truth to Declare.

To all the Witnesses } Interrogatory Last Do You know or do You not know of any Other Matter or Thing or have You heard or can You Set forth any Thing touching the Matter in question in this Cause that may tend to the benefit and Advantage of the Complainant besides what You have been before interrogated? A. If Yea, Declare the same fully and at large as if You had been thereunto particularly Interrogated.

G. Chalmer
Atty for Compt.

Know all Men by these Presents that I Mooduramaa Pilla of Madras Inhabitant am held and firmly bound unto Salagramam Ponnapilla of Same place in the Penal Sum of Six Thousand and Six Hundred Star Pagodas, to the payment whereof well and truely to be Made to the said Salagramam Ponnapilla his heirs Executors, Administrators or Assigns, I do hereby bind myself my heirs executors and Administrators firmly by these Presents. In Witness whereof I have hereunto set my Hand and Seal in Fort St. George this First day of February in the Year One Thousand Seven Hundred and Eighty Eight

Whereas the above bound Mooduramaa Pilla hath borrowed and received of the above Named Salagramam Ponnapilla the full and just Sum of Three Thousand and Three Hundred Star Pagodas to run at Interest at the rate of Eight per Cent per Ann. Payable in One Month from the Date hereof.

Now the Condition of this Obligation is such that if the above bound Mooduramaa Pilla his heirs, executors Administrators, or Assigns shall well and truely pay or cause to be paid unto Salagramam Ponnapilla his heirs, Executors, Administrators, or Assigns, the full and just Sum of Three Thousand and Three Hundred Star Pagodas 3300 Pagodas together with such Interest as shall or may become due thereupon then this obligation to be Void and of no Effect otherwise to continue in full Force and Virtue.

Signed, Sealed and Delivered
Where no Stamp'd paper is to be had,
in the Presence of
P. Pariah. J. Braminy
J. Soudavoy

Fort St. George 3d May 1788. Recived in part of the Within Bond the Sum of Two hundred Star Pagodas Witness my Hand for Interest

Fort St. George 18th Dec. 1788. Recived part of the above bond the Sum of Two Thousand Star Pagodas Witness my hand

Examined and Carefully Compared With the Original Bond delivered in the Honble the Mayors Court at Madraspatnam and Attested to be a true Copy the Original delivered by to Mr. Chalmer the Atty for the Compt. by Order of Court of the 6th March 1792

G. Taylor
Regr

This Exhibit Marked A was shewn to Paryan Braminy
Amangiear

Amangicar Soudavoy Mood[y] at the Respective times of their Examination before me on the Part of the Compl[t] and Defendant in a certain Cause now depending in the Hon[ble] the Mayors Court at Madraspatan wherein the said Salagramum Ponna Pillay is Complainant and Mordooram Pillay Defendant was on the 4th and 5th May 2d and 4th June Anno Dominii 1791

Benjamin Bransill
Ex[r]

Translation of an Agreement dated 20th Audy of Sowmya Year Answering to Anno Dominii 30th July 1789

I Mordooramma Pillay do give this Agreement of Saulegramman Ponnapillai

Whereas I do hereby engage to pay You the Sundue of the Money and Bills Subject Agreeable to Your Bundavus before the 30th Ruwany or 10th Leythember Next after having Deducted the Sum paid in part thereof Sude fault of which You are hereby empowered to recover it by Prosecuting me in the Hon[ble] the Mayors Court and I am not to Dispute with You by filing Demurrer or Plea and Answer Thus I have given You this Agreement with my free will and Consent Witnesses Soudavaroyan Mordeliar and Veeran Sawmy Pillay by their knowledge Drawn by Terowengadam

Signed Mordooramman

Witnesses signed
Amangicara Soudavaroyan
Veeransawmy

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

Ranganadom
Interpreter

This Exhibit Marked **B** was shewn to Amangycar Soudavaroyan at the time of his Examination before me on the Part of the Complainant and Defendant in a certain Cause now depending in the Hon[ble] the Mayors Court at Madraspatan wherein the said Salagramum Ponnapillai is Complainant and Mordooram Pillai is Defendant was on the 4th May and 4th June Anno Dominii 1791

Benjamin Bransill
Ex[r]

Mayor's Court at Madrassjatanam } Between Salagramum Pennayilla of Madras, Inhabitant Complainant and Moodooramyilla of the same place, Inhabitant Defendant

On the Part of the Complainant

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

Pariyer Bramin of Madras aged forty four or forty five Years being Produced as a Witness in this Cause On the Part of the Complainant, was on the fifth Day of May One Thousand Seven Hundred and Ninety One Sworn at the Office of Mr. Stephen Popham, who is Attorney for the Defendant by Casawah my Servant, who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Salagramum Pennayilla in this Cause, and that he hath so known him twenty Years or thereabouts and that he doth know the Defendant Moodooramyilla in this Cause, and that he hath so known him eight or nine Years. And more he saith not to this first Interrogatory.

2d To the Second Interrogatory this Deponent saith, that he knows the Complainant did sometime in the Month of February One Thousand Seven Hundred and eighty eight Settle and Adjust the Bullock Accounts with the Defendant and saith the Balance Arising or resulting such Account, was in favor of the Complainant, the Amount of which to the best of this Deponents recollection, was Three Thousand and three Hundred Pags and further saith that the Defendant Proposed to discharge the said Amount as soon as he Received. Received the Balance due to the Bullock People by the Honble Company and saith that the said Proposal was Accepted by the Complainant and further saith that he doth know that a Printed Bond was executed by the Defendant to the Complainant in the presence of this Deponent with the free Will and consent of the said Defendant And more he saith not to this Second Interrogatory.

3d To the Third Interrogatory this Deponent Saith Looked at the Paper Writing now produced and shewn to him at this the time of his Examination Marked with the Letter A Purporting to be a Bandor Obligation And saith this is the proper Hand Writing of the Defendant also that it was duly executed in his presence. This Deponent does not recollect whether the Defendant did make any Specified Conditions Relative to the Discharging of the said Bond, save what appears therein nor does this Deponent recollects of any words having passed between the said Complainant and the Defendant touching the same This Deponent saith that he was a Subscribing Witness to the execution of the said Bond and that his Name set and endorsed as a Subscribing Witness thereto is of his this Deponents own proper hand Writing and that he knows the Hand Writing of the other Witness, and that he did See him set and Subscribe his Name thereunto And more he saith not to this, or to the last Interrogatory.

Benjamin Bramfill Ex.

Pariah Bramin

23 43

Mayors Court at Madrasspatnam } Between Salagramanen Ponna Pilla of Madras Inhabitant Complainant and Moodooram Pilla of the Same Place Inhabitant Defendant

On the Part of the Complainant

Depositions of Witnesses Taken in this Cause by and before the Examiners this Court as followeth.

Annangecar Jondavaroy Moodeliar Dubash of Madras Aged thirty Seven Years being Produced as a Witness in this Cause On the Part of the Complainant was on the Seventh Day of May One Thousand Seven hundred and Ninety One Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by Casavalo my Servant, who also left him a Note of the Name, Title, and Place of Abode of the said Deponent and afterwards On the same day being Sworn and Examined Deposeth as follows.

1st ---------- To the first Interrogatory this Deponent saith, that he doth know the Complainant Salagramanen Ponna Pilla in this Cause, and that he hath so known him about Five Years and that he doth know the Defendant Moodooram Pilla in this Cause, and that he hath so known him about Seven or Eight Years And more he saith not to this first Interrogatory.

2d ---------- To the Second Interrogatory this Deponent saith, that he doth know that the Complainant in the Title of these Interrogatories Named did Sometime in the Month of February One Thousand Seven hundred and Eighty eight, settle and Adjust the Bullock Accounts with the Defendant And further saith that the balance arising on Settling such Accounts were in favor of the Salagramanen Ponna Pilla the Complainant in the Sum of Three Thousand & Odd Pagodas this Deponent saith the proposal or offer that was made by the Defendant also in the Pleadings of this Cause Named was to discharge the aforesaid balance

Balance of Three Thousand and Odd Pagodas, the moment he received Cash from the Company which he conceived would be in a few days And further saith that such proposal or offer was rejected by the Complt who insisted on being Put in proper Security for the Money owing and should be given him, or made payable in the course of One Month to the best of this Deponents recollection. This Deponent saith that a Bond was accordingly given by the Defendant to the Complt which Bond was Executed by the Defendant And further saith that he was present when such Bond was executed And that the same was done by the free Will and consent of such person And more he saith not to this Second Interrogatory.

3d ---------- To the third Interrogatory this Deponent hath looked at the Paper Writing Now produced and shewn to him at this the time of his examination Marked with the Letter A purporting to be a Bond or Obligation & says that it is the proper hand Writing of the said Defendant & that he was present when the same was signed, Sealed and delivered by him This Deponent saith that he doth not recollect of any Specified Conditions relative to the Discharging of the said Bond by the Defendant Nor doth he recollect what words passed between the said Complt and Defendant touching the same And further saith that he was a Subscribing Witness to the execution of the said Bond And that his Name set and endorsed as a Subscribing Witness thereto, is of his own proper hand Writing This Deponent saith that he doth not know the hand Writing of the other Witness thereto And further saith that he doth not recollect to have seen him the other Witness set and Subscribe his Name as a Witness thereto And more he saith not to this third Interrogatory.

5th ---------- To the fifth Interrogatory this Deponent saith that he did demand from the said Defendant but doth not recollect the time when the remaining balance on the Bond in the proceeding Interrogatory on the part of the said Complainant And further saith that he

Mayor's Court.
Madrasspatnam.

Between Salagramoom Punnajellah of Madras Inhabitant Complainant and Moodooraun Pillah of the same Place Inhabitant Defendant.

On the Part of the Complainant

Deposition

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

Sudeapsen Pious of Madras Aged thirty four Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the Thirteenth Day of April One Thousand Seven hundred and Ninety One Inquisited at the Office of Mr Stephen Popham who is Attorney for the Defendant by Casawahmy Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainant Salagramoon Punnajellah in this Cause and that he hath so known him about three Years And that he doth know the Defendant Moodooraun Pillah in this Cause and that he hath so known him about two Years And more the said to the first Interrogatory

4th ——— To the fourth Interrogatory this Deponent saith that he was sent by the Complainant in the Pleadings in this Cause Named to demand the Payment of the aforesaid Bond from the Defendant also in the Pleadings of this Cause Named and further saith that he was sent twice And the Answer he received the first time regarding the payment and Discharge thereof was that he the Defendant in expectation of Money And the second Demand the Defendant mentioned that the liquidation of the said Bond depended upon certain

Payments

he made Such Demand Several times at the particular instance of the said Complainant This Deponent saith that the Defendant mentioned that when he received Money from the Company that he would discharge the said Bond in question or in default of that that he would take out a Second Mortgage on his Houses and further saith that the this Deponent doth Recollect that the said Defendant did in the presence Request and entreat the said Complainant to grant him the said Defendt a certain time for the payment of the said Balance to which both the said Complainant Assented on condition that he the Defendant should Not fail to discharge the said Balance within the time limited in default of which that the this Defendant was to subject himself to a prosecution in the Honble the Mayors Court This Deponent saith that he doth recollect that this Defendant did grant a Written Agreement thereupon this Deponent hath looked at the paper Writing now produced and shewn to him at this the time of this examination Marked with the Letter B and Says that he doth know the Character and hand Writing of the said Defendt and that the same was Written and executed by him the said Defendant in his presence but doth not recollect who else was present And further Saith that he was a subscribing Witness thereto And that the said Exhibit was delivered by the said Defendant to the Complainant as his own Act and Deed And more he saith not to this or to the Last Interrogatory

Benjamin Bramfill
Exd

A. Tondavoy

Payments which he the Defendant expected to Receive from Casava Moodaliar. This Deponent Saith that he never did Receive any Money from the Defendant on Account of the said Bond but that he hath heard that the Defendant himself did pay certain Sums of Money to the Complainant in part payment of the said Bond And that the same was endorsed on the back of the said Bond And more he said not to this or to the last Interrogatory.

Joseph Shawe
Exd.

Mayor's Court at Madrasapatnam } Between Salagramum Penna Pillai of Madras Inhabitant Complainant and Moodooram Pillai of the same place Inhabitant Defendant
On the Part of the Complainant

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

Pynasseeamoney Moodelly Dubash of Madras Aged twenty Nine Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant, was on the Sixteenth day of June One thousand Seven hundred and Ninety One Sworn at the Office of Mr. Stephen Popham, who is Attorney for the Defendant by Casavahenny Servant, who also left him a Note of the Name Title and Place of Abode of the said Deponent, and afterwards On the same day being Sworn and Examined Deposeth as followeth.

1st ---------- To the first Interrogatory this Deponent Saith, that he doth know the Complainant Salagramum Penna Pillai in this Cause, and that he hath so known him these five Years or thereabouts. And that he doth know the Defendant Moodooram Pillai in this Cause, and that he hath so known him

him three Twelve Months or thereabouts. And more he said not to this first Interrogatory.

6th ---------- To the Sixth Interrogatory this Deponent Saith the Deponent Act for the Complainant in the Title of these Interrogatory Named as his Agent under his Letter of Attorney and said he was applied to in that Capacity by the said Defendant about eight or Nine Months ago touching the Matters now in Dispute, and further said the said Defendant did Acknowledge himself to be just indebted to the Complainant to the Complainant for the Sum Sued for, and said that the said Defendant did after to Mortgage his House as a Security for the payment of the same And more he said not to this or to the last Interrogatory.

Dawesekamony

Benjamin Bramfill
Exd.

Mayor's Court at Madrasapatnam } Between Salagramum Penna Pillai of Madras Inhabitant Complainant and Moodooram Pillai of the same place Inhabitant Defendant
On the Part of the Complainant

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

Yavalapah Moodeliar Caniceply of Madras Aged twenty Nine Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the fourteenth day of May One thousand Seven hundred and Ninety One Sworn at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Casavahenny Servant who also left him a Note of the of the Name Title and Place of Abode

Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complt Salagramam Pannia Pillai in this Cause & that he hath been known him three Years or thereabouts & that he doth know the Defendant Modooraa Pillai in this Cause and that he hath been known him eight Months or thereabouts and more he saith not to this first Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that He was not sent by the Complainant to demand the payment of the aforesaid Bond from the Defendt nor did this Deponent ever hear the Defendant say that the Liquidation of the said Bond depended upon certain Payments which he the Defendant expected to receive from the Honble Company: This Deponent further saith that he never did receive any Money on Account of the said Bond And more he saith not to the last Interrogatory this Deponent saith that the Defendant Modooraa Pillai did some time ago request Dyawaracanony Modelly Son of Casawala Modelly to lend the Defendt a certain Sum of Money to enable him to discharge the Debt due by him the said Defendant to the Complainant, proposing at the same time to give a second Mortgage of the Bill of Sale of the Defendants House which had been previously Mortgaged to the said Casawala Modelly for a Sum of Money Borrowed of him formerly And more he saith Not to this Interrogatory

Quæstum ut Prodium

Benjamin Bramfill

Exd

Interrogatories to be Administered To such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Salagramon Pannajeillai Complainant and Modooraama Pillai Defendant

On the Part of the Defendant

To all the Witnesses

1st ..... Do You know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and which of them if Yea How long have You so known them or either and which of them Declare

Irving a Laimastry Modooraigah Mudeliar

2d ..... Do You or do You not know the Matters in Dispute between the Complainant and Defendant If Yea Were You or were You not present when the Bond and Agreement now in Dispute were Settled If You for what Consideration and on what Condition did the Defendant grant the Bond and the Agreement in Question to the Complainant was

3d ..... Do You know what Sum of Money the Defendant received from the Government of Fort Saint George towards the Payment of the Bond in Question Relate the whole Affair as also passed at the time of the Execution of the said Bond and Agreement Respecting According to the best of Your Knowledge remembrance and Belief

To all the Witnesses

4th ..... Do You know of any other Matter or Thing or have You heard or can You depose any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendant If Yea Declare the same as You know have heard or do believe together with the Reasons of such Your belief as fully and particularly as if You had been thereto

thereunto Interrogated.

L. Boyshagm
Atty for Defendt

Mayor Courtas Madraspatanam } Between Salgramum Pennajilla Complt and Moodooranna Pilla Defendant

On the Part of the Defendant

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

Irewangada Bullock Mastry of Madras Aged twenty eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the first Day of June One Thousand Seven hundred and Ninety One Signified at the Office of Mr George Chalmer who is Attorney for the Complainant by Casavaloo my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined and Deposeth as followeth.

1st to the first Interrogatory this Deponent saith, that he doth know the Complainant Salgramum Pennajilla in this Cause, and that he hath been known him Nine Years or thereabouts and that he doth know the Defendant Moodooranna Pilla in this Cause, and that he hath been known him fifteen Years or thereabouts. And more he saith not to this first Interrogatory.

2d to the second Interrogatory this Deponent saith, that he knows the Matters in dispute between the Complainant and Defendant but was not present when the Bond and Agreement now in dispute between the Complainant and Defendant were settled and saith that the said Bond and Agreement in Question were granted to the Complainant for the consideration of three Thousand and Odd Pagodas being the Amount of Bullock hire due to the Complainant

And

And saith the said Sum was to be repaid as soon as the Complainant received Money from the Honble Company. This Deponent saith that the Defendant received the Sum of five Thousand and Odd Pagodas from Mr Thomas Kingscote Attorney to Mr Hunsworthy out of which Sum the Defendant paid the Sum of two Thousand Pagodas to Complainant in part of the money due to him as aforesaid. And more he saith not to this or to the last Interrogatory.

Mayor Courtas Madraspatanam } Between Salgramum Pennajilla Complainant and Moodooranna Pilla Defendant

On the Part of the Defendant

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

Moodoolingah Pillah Coneeply of Madras Aged thirty six Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the first Day of June One Thousand Seven hundred and Ninety One signified at the Office of Mr George Chalmer who is Attorney for the Complainant by Casavalo my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st to the first Interrogatory this Deponent saith that he doth know the Complainant Salgramum Penna Pilla in this Cause, and that he hath been known him two Years or thereabouts. And that he doth know the Defendant Moodooranna Pilla in this Cause, and that he hath been known him about the same Number of Years. And more he saith not to this first Interrogatory.

2d

2

2d ---------- To the Second Interrogatory this Deponent saith, that he does know the Matters in dispute between the Complainant and the Defendant And Saith he was present when the Bond and Agreement now in dispute between the Complainant and Defendant were Settled And further Saith it is to was for the Consideration of three Thousand and three Hundred Pagodas being the amount of the Balance due to the Complainant on the Settlement of the Accounts regarding the Hire of Bullocks And further saith the said Bond and Agreement in Question were Granted on condition of his repaying the same as soon as the Defendant should Recieve money from the Company This Deponent saith that the Defendt did not recieve any Sums of Money from the Government of Fort St George towards the payment of the Bonds in Question but that the Defendant did recieve the Sum of Five Thousand and Nine Hundred Pags from Mr Thomas Hingeston for the Hire of the Bullocks part of which Sum the Defendant paid to the Complainant Amounting to four thousand and two Hundred Pags And more he said Not to this or to the last Interrogatory

Cross Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on a certain Cause Now depending and at Issue in the Hon^ble the Mayors Court at Madras at the suit wherein Salagrama Venna Pillai is Complainant and Moodoramah Pillai is Defendant

On the Part of the Defendant

To all the Witnesses

1st ---------- Do You Know the Parties Complainants and Defendant in the Title of these Interrogatories Named or either and Which of them if Yea How long have You so known them or either and Which of them Declare

To Pariah Pramin and American Pondavarayen

2d ---------- Look at the Paper Writing now Produced and Shewn to You purporting to be a Bond or Obligation Under date the First day of February in the Year of Christ One Thousand Seven hundred and Eighty eight for the Sum of Three Thousand and three hundred Pagodas Are You or are You not the Subscribing Witness to the Execution thereof If Yea was any Verbal Condition or Agreement agreed upon by the Parties at the time of executing the said Bond respecting the Payment of the Money therein mentioned If Yea State the same as also on what Account and for what Consideration the Defendant passed the Bond in Question to the Complainant Relate the whole According to the best of Your Knowledge and Belief

To American Pondavarayen

2d ---------- Look at the Paper Writing now produced and Shewn to You purporting to be an Agreement under date the thirtieth day of July One Thousand Seven hundred and Eighty Nine Executed by the Defendant in favor of the Complainant Are You or are You not One of the Subscribing Witnesses to the Execution of the said Agreement If Yea Did or did not the Defendant at first refuse to Sign the said Agreement If Yea Why did he refuse to Sign the same And was it or was it not Agreed and Understood that the Complainant should not put in force the said Agreement accepted under certain Conditions mentioned at the time of executing the said Agreement If Yea State what the Conditions were

To Dilla

4th ---------- Are You or are You not Dubash to Thomas Lockburn Esquire Agent to the Army If Yea Did or did not the Complainant thro Your Means receive from the Government of Fort Saint George by the hands of the said Thomas Lockburn any and what Sums of Money in the Months of May and December in the Year of Christ One Thousand Seven hundred and Eighty eight If Yea Were or were not such Sums

Recieved

Received an Account of the present Claim of the Complainant against this Defendant

To all the Witnesses — 5th — Do You know of any other Matter or Thing or have You heard or can You set forth any thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Defendant if You Do Declare the same as You know have heard or do believe with the Reasons of such Your belief as fully and Particularly as if You had been thereunto Interrogated

S. Popham
Atty for Defendt

Mayor Court at Madraspatnam } Between Salagramum Penna Pilla Complainant Moodoorama Pilla Defendant

On the Part of the Defendant

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

Pariah Braminy Caste Poly of Madras Aged forty four Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Second Day of June One Thousand Seven hundred and Ninety One Liquified at the Office of Mr George Chalmer who is Attorney for the Complainant by Casavaloo my Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz

1st ——— To the first Interrogatory this Deponent saith that he doth know the Complainant Salagramum Penna Pilla in this Cause and that he hath for known him twenty Years or thereabouts and that he doth know the Defendant Moodoorama Pilla in this Cause and that he hath so known him Nine Years or thereabouts And more he saith not to this

2d ——— To the second Interrogatory this Deponent Hath look'd at the Paper Writing now produced and shewn to him purporting to be a Bond or Obligation under the Date first day of February in the Year of Christ One Thousand Seven hundred and Eighty eight for the Sum of three Thousand and three hundred Pagodas and Saith he is a subscribing Witness to the Execution thereof And further saith he does not recollect any Verbal Condition or Agreement express'd by the Parties at the time of executing the said Bond Respecting the payment of the money therein mentioned and saith the Defendant Paid the Bond in Question to the Complainant for the Sum of three Thousand and three hundred Pagodas as a part of the Balance of Bullock hire due to the Complainant And more he saith not to this or to the last Interrogatory

P. Pariah Braminy

Benjamin Bransfill
Ext.

Mayor Court at Madraspatnam } Between Salagramum Penna Pilla Complainant and Moodoorama Pilla Defendant

On the Part of the Defendant

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

Amenjecar Tondavarayen Dubash of Madras Aged thirty Six or thirty Seven Years being Produced as a Witness in this Cause On the Part of the Defendant was on the Fourth Day of June One Thousand Seven hundred and Ninety One Liquified at the Office of Mr George Chalmer who is Attorney for the Complainant

Complainant by Casawalenny Servant who also left them a Note of their Name, Title, and Place of Abode of the said Deponent And afterwards On the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Salagramoo Pennasilla in this Cause and that he hath so known him five Years or thereabouts And that he doth know the Defendant Modoorama Pellawlen this Cause and that he hath so known him seven or eight Years And more he saith Not to this first Interrogatory

2d To the Second Interrogatory this Deponent Hath looked at the Paper writing now Produced and shewn to him purporting to be a Bond or Obligation under Date the first Day of February in the Year of Christ One Thousand Seven hundred and eighty eight for the Sum of three Thousand and three hundred Pagodas and saith He is one of the Subscribing Witnesses to the Execution thereof And further saith that Previous to the Execution of the Bond in Question the Defendant Promised Verbally to pay the Complainant the Sum of three Thousand and three hundred Pagodas as soon as he the said Defendant should Receive Money from the Company to which the Complainant did not Agree whereupon the Bond herein before Alluded to was executed and further saith that the said Bond was passed by the Defendant to the Complainant on Account of Bullock hire due to the Complainant And more he saith Not to this Second Interrogatory

3d To the third Interrogatory this Deponent Hath Looked at the Paper Writing now Produced and shewn to him purporting to be an Agreement under Date thirteenth July One Thousand Seven hundred and eighty Nine executed by the Defendant in favor of the Complt and saith He is One of the Subscribing Witnesses to the Execution of the said Agreement This Deponent saith that he does Not recollect that the Defendant at that time refused to sign the said Agreement And more he saith Not to this third Interrogatory

4th To the fourth Interrogatory this Deponent saith that he is Dubashe to Thomas Cockburn Esqr Agent to the Army and saith that he does not recollect that the Complainant did Shaung of this Deponents Means receive from the Government of Fort St George by the Hands of Mr Thomas Cockburn any Sum of Money in the Months of May and December in the Year of Christ One Thousand Seven hundred and eighty eight but saith he does recollect that the Defendant did some time ago receive a Certain Sum of Money from Mr Kingscot on Account of Mr Kenworthy the Deputy Agent last War And more he saith Not to this or to the Last Interrogatory

Benjamin Bransfill

Ex.

A Translation

Mayor's Court
Madraspatinam

Friday the 18th Day of November
Anno Dominii 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Henry Readhead
Aldermen

Between Salagramoo Pennasilla of Madras Inhabitant Complainant
and Modooranna Pellawlen of the same Place Inhabitant Defendant

This

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with Copy of a Bond or Obligation and Cast Account Current together with Copy of the Translation of a Certain Agreement Annexed, The Defendants Answer, The Replication, The Rejoinder, The Interrogatories and Depositions on the Part of the Complainant with Two Exhibits Marked A & B Annexed The Interrogatories and Depositions on the part of the Defendant On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand four Hundred and Thirty four Star Pagodas and Twenty five Fanams Star Pagodas 1434 25 / thereon until the same shall be paid and it is further Ordered and Decreed that the Defendant be Taxed with Treble Costs.

D. Glen

Filed the 22nd November 1791

In the Honble the Mayors Court at Madraspatnam

Between Palavarcaudor Jaunaya Chitty by his Attorney and Assignee Charles Carty Complainant and Moodooraumma Chitty Defendant.

The several Affidavits of Charles Carty the Complainant in

in the above Cause and of Palavarcaudor Jaunaya Chitty the Assignor of the said Complainant.

These Deponents Severally make Oath and Say And first the said Palavarcaudor Jaunaya Chitty for himself saith That he hath been informed by his said Assignee Charles Carty the other Deponent that this Honble Court have been prayed that the said other Deponents Bill of Complaint filed in the above Cause shall be dismissed unless he the Complainant should produce and Deposite as prayed the four several Bills of Sale mentioned in the mortgage Bond Assigned by this Deponent to the said Complainant and unless he the said Complainant shall brought this said Suit Against the Defendant above named in this Honble Court wherefore this Deponent saith the now bringe into Court at the request of his said Assignee the other Deponent and on his behalf One of the Three Choultry Bills of Sale and Sealed Mortgage Bond mentioned and Said that the other Deponent can produce the said other two Choultry Bills of Sale Not yet the Cadjan Bill of Sale in the said Mortgage Deed mentioned because he this Deponent sometime in or about the Month of April One Thousand Seven hundred and Eighty Seven delivered the same severally unto Moodooraumma Chitty the Defendant in this Cause at his request and for the purpose as he the said Defendant told this Deponent of Delivering the same into the said Choultry Court in order to Entitle himself and his Father Podoochary Pallecandan Chitty to obtain a New Choultry Bill of Sale of the same Premises in their own Names in Lieu of the said three Bills of Sale so deposited by them in the said Choultry Court. And this Deponent saith That the said Defendant and his said Father Podoochary Pallecandan Chitty did some short time after deliver to this Deponent the new Choultry Bill of Sale in Manner aforesaid by his and his said father Acquired being a Bill of Sale to them from Imanum Saib Modeen for a Consideration of Two hundred and Thirty five Pagodas and bearing date the Twenty fifth day of

of April in the said Year One Thousand Seven hundred and Eighty Seven
Which said new Bill of Sale this Deponent delivered to his said Assignee
the said other Deponent Charles Carty in Executing to him the said Charles
Carty the Assignment of his Demand on the Defendant and the Estate of his
father the said Pondicherry Pallicundan Chitty on which this Action or Suit
hath been brought in this Honble Court for this Deponent Sheweth and
Saith that on reference to the Mortgage Bond of the Grounds of this Suit it
will appear that the said Pondicherry Pallicundan Chitty the father of the
Defendant therein deceased is Actually an Executing Party thereto though
the Bond runs solely in the Name of the Defendant the same being done
to shew that the father was Privy to and fully Consented to the Mortgage
made by the Sums of him the fathers Property, the Defendant at that time
Probably being a Minor under the Age of Twenty One Years. And the
other Deponent Charles Carty for himself Saith that he hath read the fore-
going Translate of this Affidavit of his Assignor the said other Deponent
P. Pondicherry Pallicundan Chitty and Saith that for the reasons therein
set forth and none other this this Deponent cannot Produce Agreeable to the
Order of this Honble Court the four Several Bills of Sale Prayed for by this
Defendant in this Cause as the Bills of Sale mentioned in the Mortgage
Deed Assigned to this Deponent by the said other Deponent And this
Deponent further Saith that that when the Defendant in this Cause
was or about the Eleventh day of October last as this Deponent is Advised
and believes Prayed this Honble Court that this Deponent should produce
to and deliver into the same the said four Bills of Sale mentioned in his
said Assigned Mortgage Bond he this Deponent delivered into the
hands of his Attorney at Law in this Cause Mr. John Wilkinson the said
New Choultry Bill of Sale obtained as this Deponent from the Reasons
given by his other Deponent believes of by the Defendant on the Twenty
fifth day of April One Thousand Seven hundred and Eighty Seven
from the said Choultry Court as being the only Bill of Sale of the Premises
in Mortgage in this this Deponent is Possessed And this Deponent Saith
that

That he hath been informed by his said Attorney at Law that such
Bill of Sale was by him the said Attorney through some Mistake delive-
red into this Honble Court without any obligation on him or this
Deponent for so delivering the same there being no order of this Honble
Court for that Purpose.

Charles Carty

Sworn to in Court this
22d Day of November 1794
G. Taylor Regr

John Wilkinson
Attz for Compt

Filed the 29th Novemr 1791

In the Honble the Mayors Court at Madraspatnam

Between Candul Ratnal Naick by his Attorney James Humpherston Complainant and Madah Venkatasyalos and Madah Govindos Defendants

The Affedavit of Madah Govindos One of the above Named Defendants

This Deponent Maketh Oath and Saith that Narrain Chitty of Madras Inhabitant is a Material Witness in the above Cause on the Part of the Defendants and Without whose Testimony this Deponent says he cannot with Safety Proceed to a Hearing And this Deponent further says that the said Narrain Chitty has been some time and his private Business at Tryalore which is the Cause that he has not been examined And this Deponent further Solemnly Declares that he has no other View in the Premisses than to Obtain impartial Justice and further upon this Oath says that he will Not unnecessarily Delay the Hearing of the Cause.

Sworn Translated as near as can be from the Gentoo Language

Ranganaudom
Interpreter

Edwd Stall
Wm Hamilton
Commrs for Distr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th Day of November Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
William Webb ..... and Andrew Ross
James Daly ..... Aldermen

Ratnaula Condull Naik by his Attorney James Umphereston

ver.

Madah Govindoo and Madah Vencatarayloo

Mr. Peter Walker Attorney for the Complainant prays that Publication may pass in this Cause to which the Opposite Attornies object and pray leave to file the Affidavit of Madah Govindoo one of the Defendants and pray that they may be Allowed a further time of two Weeks for the Examination of Witnesses—Affidavit Sworn to in Court Read and filed The Court having taken the same into Consideration it is Ordered that One Week be Allowed.

A true Extract

Filed 29th Nov. 1791

In the Honble the Mayor's Court at Madraspatnam

Between Kistna Sawmy Complainant and William Balfour and Oliver Colt Defendant.

The Affidavit of Johan Hamilton One of the Attornies of this Honble Court.

This Deponent Maketh Oath and Saith that Since the above Suit Commenced an Amicable Arrangement has taken Place between the Parties and that in consequence Arbitration Bonds have been Drawn by the Desire of both Parties and are now Ready for execution and this Deponent further says that the Complainant in the above Cause had Assured this Deponent that he Would execute the same on an early opportunity

Jn.o Hamilton

Sworn in Court
24th November 1791
G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th Day of November Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
William Webb and Andrew Ross
James Daly Aldermen

Kistna

Kistna Saumy & Rammy
vers.
William Balfour and Oliver Colt

The Attorney for the Complainant Produces to the Court a Certificate from the Register Letting forth that the Usual Rules have issued for the Defendants to Answer the Complainants Bill which they have Neglected doing. He therefore prays that a Decree may now pass — to which the Opposite Attorneys object and pray leave to file Affidavit of John Hamilton one of the Attornies for the Complainant and Prays a further time of One Week to put the Defendants Answer

A true Extract

Filed the 29th Novr 1791

To the Honble the Mayor & Court at Madraspatnam

Between Lawlah Coob Chund by his Attorney Francis de Souza Complainant and Kistnadoss late of Madras Soucar Defendant

The Humble Petition of Vencoo Lawlah Vanajee Executor of the above Named Kistnadoss Late of Madras Deceased

Sheweth

That the said Complainant did file a Bill Against the said Kistnadoss in his Life time who Appeared and filed his Answer and the said Complainant filed his Replication and the said Kistnadoss filed his Rejoinder and Witnesses were Examined and in the meantime the said Kistnadoss departed this Life but previous thereto he made and Published his Last Will and Testament and Appointed Your Petitioner and One Gocauldoss Gopauldoss his Executors Your Petitioner Sheweth That he proved the said Will in the Hings Ordinary of this Honble Court and Obtained Probate thereof and the said Suit was in Consequence Revived Against Your Petitioner as the Executor of the said Kistnadoss Your Petitioner sheweth That the said Cause was set down to be heard and Accordingly came on to be heard on Tuesday Last the Twenty Second Instant when this Honble Court was Pleased to Order and Decree that the Estate of the said Kistnadoss should pay unto the Complainant the Amount for which he sued together with Interest and Costs of Suit.

Your Petitioner Sheweth that he is Much Aggrieved by the said Order and Decree of this Honble Court

He therefore Prays that this Honble Court will be Pleased to give an Order for the Rehearing of the said Cause

L. Topham
for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th Day of November Anno Domini 1791

Present

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

Lawlah

Lawlah Coob Chund by his Attorney Francis De Souza

vers.

Kistnadoss

Petition of Veneco Lawlahs Manager Read and filed this day praying a Rehearing of the Decree of this Court of the 22d Instant The Court having taken the same into Consideration it is Ordered that the Petition be over-ruled.

A true Extract.

Filed 29th Novr 1791

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

Present

Josias Du Pre Porcher Esqr Mayor
James Call Andrew Ross &
Hy Chz Michell Aldermen

Venkataramiah by his Atty Neal Mackenzie

vers.

Dawalla Goorroomoorley

Mr Henry Dudley the Atty for the Defendant Prays leave to Decline Acting this Client Not having furnished him With either Money or Instructions—Ordered Accordingly unless Cause be Shewn to the Contrary by next Court Day and it is further Ordered that the Atty do Serve his Client With a Copy of this Minute of Which Service Affidavit is to be Made.

A true Extract

G. Taylor Regr

In the Honble the Mayors Court at Madraspatnam

Between Venkataramiah by his Attorney Neal Mackenzie Complainant and Dawalla Goorroomoorley Defendant

The Affidavit of Thomas Lees One of the Serjeant of this Honble Court.

This Deponent Maketh Oath and Saith that on the Twenty fifth day of this Instant he did Personally attend at the at the above named Defendants Dwelling House in Order to Serve him the said Defendant with a Copy of the within Extract of Court who being from Home this Deponent did leave at the said Dwelling House the said Copy of the said Extract.

Sworn to in Court this 29th Novr 1791

G. Taylor Regr

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 24th Day of November Anno Domini 1795.

Present

Josiah Du Pre Porcher Esquire Mayor
William Webb and Andrew Ross
James Daly Aldermen

Venkataramiah by his Attorney Neal. Mackenzie

vers.

Davala Gooroomoorley

Affidavit of Thomas Joss of Service of Notice upon the Defendant of this Attorney having prayed leave to decline Acting Sworn to in Court Read and filed this day Ordered that Mr. Henry Du Pay be permitted to decline Acting This Attorneys for the Complainant pray that the Defendant may by Next Court day appoint another Attorney to Act for him in the room of Mr. Henry Du Pay

A true Extract

Filed 25th Sept. 1795

To the Hon.ble the Mayor &c.
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Moodrama Seeram Chitty of Madras Inhabitant that Stephen Hovanjan of the same place Inhabitant standeth justly and truly indebted unto Your Orator in the full and just Sum of Three Hundred and Thirty Seven Pagodas Nineteen Fanams and Sixty four Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One hundred and Thirty four Pounds Nineteen Shillings and Nine Pence or thereabouts as will more Particularly and at large Appear by the Copies of an Account Current and Translation of a Mortgage or Bond or Obligation hereunto Annexed for the Inspection of this Hon.ble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Originals of which are in Your Orators Possession and ready to be produced when required Your Orator further Sheweth that he hath frequently and in an Amicable manner requested Payment of the said Sum of Three hundred and Thirty Seven Pagodas Nineteen Fanams and Sixty four Cash from the said Stephen Hovanjan

But now so it is May it please this Hon.ble Court the said Stephen Hovanjan Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Hon.ble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Stephen Hovanjan may upon this his Corporal Oath full True direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alleged as fully truly and effectually to all Intents and Purposes as if the same were here again repeated and Particularly interrogated and that he may

Be

by Decree to pay unto Your Orator the aforesaid Sum of three hundred and thirty seven Pagodas Nineteen fanams and Sixty four Cash together with all such Interest as now is or shall thereafter become due thereon and also all Costs of this Suit.

May it please this Hon^ble Court to cause the said Stephen Hovanjan to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet.

L. Popham
Atty for Compl^t

Fort Saint George 5^th Day of Sept^r 1789

This Bill was Ordered to stand in the Days of Adjournment but a Summons issued returnable Next Court Day

Wm Webb
Mayor

D^r Mr Stephen Hovanjan in Acct Curr^t with S. Mogdaum Sevaram Chitty C^r

1781 May	12	To the Amount of your Mortgage Bond payable in three Months from this date @ 12 p^r C^t p Annum	180.	"	"	1782 Aug^t	12	By Cash in your favour this day 1 Year's Interest	21.	27 "
1789 Aug^t	26	To Interest on D^o to this day being 8 Years 3 M^s & 15 Days	179.	1.	64.	1789 Aug^t	26	By Balance	337.	19. 64.
		Pagodas	359.	1.	64.			Pagodas	359.	1. 64.

Madras 26^th Aug^t 1789

Errors Excepted

P Popham

A true Copy
L. Popham
Atty Compl^t

I the under Written do hereby Acknowledge to have taken and received of Mogdaum Sevaram Chitty the Sum of One hundred and Eighty Star Pagodas Current Money of Madras for 180 Pag^s for which Sum I have Mortgaged three Diamond Rings Sealed with my Seal, the Value thereof is Two hundred Pagodas and bound to pay in three Months with the Interest thereon at Twelve p^r Cent p^r Annum Madras 12^th May 1781.

(Signed) Stephen Hovanjan

Witness
Namasheevayum
Mootu

From 12^th May 1781 to 12 May 1782 I have said Interest 21 Pagodas and 60 decimals of a Pagoda for 180 Pagodas to Mogdaum Chitty the Sum of Sevaram Chitty Madras 13^th August 1782.

(Signed) Stephen Hovanjan

A true Translate as near as can be taken from the Original Armenian Language
Dennis Phillipus Calander

Sworn to be a true Translate as near as can be from the Original Armenian this 4^th Sept^r 1789.

Wm Webb
Mayor

A true Copy
L. Popham
Atty for Compl^t

Filed 3^d Nov^r 1789.

The Answer of Stephen Ovanjan of Madras Merchant Defendant to the Bill of Complaint of Mogdaum Sevaram Chitty of the same Place Inhabitant Complainant.

The said Defendant Now and at all times hereafter saving and Reserving to himself all and all manner of benefit

benefit and Advantage of Exception to the Many Uncertainties Insufficiencies and Imperfections in the said Complainants Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is any ways Material for him to make Answer unto he this Defendant for Answer Admits that having Occasion for a Sum of Money he did on or about the twelfth day of may which was in the Year of Our Lord One Thousand Seven hundred and Eighty One Apply to the Complainant for the Loan of One hundred and Eighty Pagodas who Agreed to Advance him the Amount Provided he could Deposite in his hands some pledge or Security for the Repayment of it And this Defendant says that Consenting to borrow the said Sum upon such terms he did Accordingly grant his Bond to the said Complaint for the Amount Mortgaging therein, three Deamond Rings as more Particularly and at Large appears, by the Copy of the said Mortgage Bond Annexed to the said Complainants Bill of Complaint and reference being thereunto had This Defendant further says that Previous to the Delivery of the said Rings that he did in the presence of the Complainant Lock them up & Placing and Affixing thereunto his own Seal and this Defendant says that it was expressly Agreed upon by and between the said Parties and fully understood that the Seal Affixed by him the Defendant should Remain untouched and should on no Account whatever be broken for the said Bond Running at Interest at the rate of Twelve Per Cent per Annum the Deamond Rings were Deposited Merely as a Collateral Security for the more Certain Payment and Discharge of it This Defendant further Answering says that the said Mortgage Bond became due but his Circumstances not enabling him at that time to Discharge it he applyed to the Complainant for an extension of time for Payment who did Accordingly Agree to and grant the same This Defendant says that he did on the Sixteenth day of August which was in the Year of Our Lord One Thousand Seven hundred and Eighty two Pay the Sum of Twenty

Twenty One Pagodas and Twenty seven Fanams being the Interest then due and owing upon the said Bond But that since that Period he has paid nothing since towards the Discharge of it and he now Admits that there is due principal and Interest upon the said Bond the Sum of Three hundred and Thirty seven Pagodas Nineteen Fanams and Sixty four Cash This Defendant saith that the Motive which has Actuated the Complainant to Commence this Action are unjust Cruel wanton and Malevolent Calculated for the sole purpose of harrassing and Distressing this Defendant without any Cause or Reason therefor And to illustrate the same and shew to this Honble Court that the Complainant Merits these Stains & Terms and has Most wantonly commenced this Action This Defendant Prays leave to say that having heard from Authentic Information that the said Complainant Regardless of his Covenant had broke the Seal of the Package and for a length of time had worn the Rings therein Contained did apply to him personally and Requested that the Mortgaged Premisses might be Produced Agreeably to the Sum in which they were first Deposited offering thereupon to Redeem them and to pay of all and every Part of the Principal and Interest due and Owing upon the said Mortgage Bond And this Defendant Says that the said Complainant Refused to Produce them though urged and importuned to do so by this Defendant who made frequent Tenders of the Money to him Finding therefore that Amicable and Conciliatory Measures availed nothing and apprehending that the Deamond Rings might be Taken out for purposes injurious to him he did apply to his Attorney at Law and Directed him to write to the said Complainant to Request the said Mortgaged Premisses might be Produced and to tender the Balance due and Owing upon the said Bond and this Defendant did further Instruct his said Attorney (in the event of a Refusal) to Commence an Action at Law

Against

Against this said Complainant This Defendant for further Answer says that this said Attorney at Law did Address the said Complainant in very Genteel Terms Relative to the said Mortgage Premisses a Copy of which Letter Marked A is hereunto Annexed for the Inspection of this Court to which this Defendant Humbly prays a Reference may be had and Taken as part of this his Answer a Copy of the Original being inserted in the Letter Book of this said Attorney and Ready to be Produced when called for But this Defendant says that no Attention Whatever was paid to the said Letter the Complainant not deigning to make any Reply thereto and having thus in Vain Tried every Amicable method by himself and his said Attorney to Redeem the said Diamond Rings He was on the Eve of filing a Bill against this said Complainant for their redemption and Recovery when to his Surprize and Astonishment he Received the Summons of this Honble Court to Appear and Answer to the present Bill of Complaint This Defendant finding himself thus the Object of wanton Coercion Presumes to Claim the Protection of this Honble Court, and humbly trusts that their Decision will Mark their strong disapprobation of so violent and unnecessary a Measure This Defendant is ready as he has ever been to pay the money upon the said Money upon the said Complainant Producing the Ring in that State in which they were first deposited But he humbly Conceives that until Such time as they are Produced and Submitted to his Inspection that the said Complainant has no right whatever to Call upon this Defendant for the Money This Defendant says it is Probable though he does not Charge the fact directly to be so that the said Diamonds may have been taken out and false ones placed in their Stead) and should Such be the Case This Defendant would be Obliged to Commence an Action in order to Obtain redress and then it may be too late to procure effectual Remedy at all Events however this Defendant is legally entitled to view the premisses before he pays the Money which being done and they Appearing in the State in which they were first Deposited This Defendant is ready and willing to Discharge the Principal Sum but he humbly conceives that he has no right whatever to pay the Interest for the said Complainant by breaking of the Seals and wearing the said Rings has barred the same

All which Matters and things this Defendant is Ready and willing to Aver Maintain and Prove as this Honble Court shall direct and most humbly Prays to be hence Dismissed with reasonable Costs and Charges in the behalf Most Wrongfully Sustained

G. Gaimer
Atty for Defendant

A True Translate as near as can be taken from the Original Armenian Language by Denis Phillippeus Calender this 2d Novr 1789. before Me

Wm Webb
Mayor

Denis Phillippeus Calender

Filed 15th Decr 1789

The Replication

of Moodaam Swaraam Chitty of Madras Inhabitant Complainant To the Answer of Stephen Coanjehid also of Madras Inhabitant Defendant

This Replicant now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors uncertainties Insufficiencies and Imperfections in the said Answer contained for Replication thereunto Saith that his Bill of Complaint and all and singular the matters and things therein contained are good true certain and sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and Alledged and that the Answer of the Defendant

Defendant is very evasive and insufficient in the Law and this
Replicant further saith that he doth aver and will in due Time prove
that the said Defendant is justly and truely indebted unto him this
Replicant in the full and just Sum of three hundred and thirty seven
Pagodas Nineteen fanams and sixty four Cashs as set forth in this
said Bill of Complaint and the Account Current thereunto Annexed
And for further Replication this Replicant Admits that the Defendant
did at the Time mentioned in his Answer apply to this Replicant
for the Loan of One hundred and Eighty Pagodas which seems this
Replicant agreed to Advance provided the Defendant would Deposit
or Mortgage in this Replicants Hands some Goods as a security for
the Repayment of the said Sum of One hundred and Eighty Pagodas
and Interest this Replicant further admits that the Defendant
did then propose to mortgage unto this Replicant three Diamond
Rings Valued at two hundred Pagodas and that a Mortgage Bond
was drawn out in the Armenian Language and duly executed by
the Defendant as by the Copy of the Translation thereof Annexed to this
Replicants Bill of Complaint may appear and this Replicant saith
that the Value of the said three Diamond Rings is mentioned in
the said Mortgage Bond this Replicant saith that the said three
Rings were delivered to this Replicant bound up in a piece of
Thread and sealed with a Seal which the Defendant Himself
with him but not with his Cypher that this Replicant never broke
the Seal and that the Rings are now in the same state as when
delivered to this Replicant that this Replicant often demanded
of the Defendant Payment of the said Mortgage Bond both before
his Journey to Masulipatam and since his return to Madras which
is now upwards of One Year to all which Demands the Defendant
gave no Satisfaction whatever but put off this Replicant from time
to time with Promises of Payment pleading his inability at that
time and intreating this Replicant to allow him a longer time but
the Defendant never to this Replicants recollection or belief required
him

him to produce the Rings that he might redeem them until he
Was threatened with a Suit at Law for Recovery thereof as hereafter
is mentioned this Replicant saith that being wearied with disap-
pointments from the Defendant this Replicant applied to his
Attorney to demand payment of the Debt and that on hearing
there of the Defendant as this Replicant supposes instructed his
Attorney to write the Letter stated in the Answer that on receiving
that Letter he brought the Rings and desired the Defendant would
pay the Money instead of which he has filed his Answer as now
of Record on perusal of which by this Replicants Attorney he
Advised the Writing of and did Accordingly write the Letter Copy
whereof is hereunto annexed marked A. And prayed by this
Replicant to be taken as part of this Replication having previously
had the Consent of this Replicant to settle the matter in dispute
as therein stated And this Replicant concluded that the Money
was to be so settled and brought the Rings to his Attorney to deliver
up but instead thereof the Defendant has again manifested his
wavied and litigious disposition by his Instructions to his Attorney
to write in manner as is set forth in the Answer of his Attorney
Copy whereof B. is hereunto annexed and prayed to be taken as part
of this Replication the Original being in this Replicants possession
and ready to be produced if required And this Replicant solemnly
declares that he never broke the Seals wherewith the Rings
Attached to each other but that they are now in the same state
as when received by this Replicant and therefore this Replicant
humbly insists that he has a legal Right to full Interest on the
Mortgage Bond as is stated in his Bill of Complaint and
further as the Defendant shall be retracted from the siting and
Arrangement to which this Replicant requested by the Advice
of his Attorney this the Circumstances set forth in the Defendants

Answer

Answer are not strictly true this Repliant hopes this Honble Court will Adjudge this Defendant to pay all Costs of Suit.

All which Matters and things this Defendant will Maintain and Prove to the Satisfaction of this Honble Court and therefore Prays as in and by his Bill he hath already Prayed.

L. Popham
Attz for Repliant

A

Modovaram Sewaram Chitty
vers
Stephen Ouanjan

To George Chalmers Esquire
Attz for Defendant

Sir,

Pray Order Your Client to send the Money here, the Amount is as follows.

The Ballce of Acct on which the Bill is filed 3.37.19.6½
Interest and Dto to this day ..... 10. . .
Pagoda 347.19.6½

You will Oblige to deduct therefrom the Amount of Your Bill of Costs as we agreed and on Receipt of the Balance I shall deliver up the Rings.

Madras
November 30th 1789.

Sam Sir
Your Most Obedt Servt
L. Popham
Attz for Complt

A true Copy
L. Popham

B

Modovaram Sewaram Chitty
vers
Stephen Ouanjan

To Stephen Popham Esqr
Attz for Compt

Sir

In Answer to Your Letter Under date the 30th Inst. I beg leave to say that my Client can prove by incontrovertable evidence that the Complainant broke off the Seale from the Package which contained the Rings and were them afterwards as Ornaments to his Person Such being the Case he can have no legal Claim to, Interest the Principal Sum I am ready to pay and now Tender it to You upon the Diamonds being delivered

Fort St. Geo. 5th Decr 1789

Sam
Sir
Yr Most Obedient Servant
L. Chalmer
Attz for Defendt

A true Copy
L. Popham

Filed the 23d Feb. 1790

The Rejoinder of Stephen Ouanjan of Madras Merchant Defendant to the Replication of Modovaram Sewaram Chitty also of the same Place Merchant Complainant

The said Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and Advantage of Exception to the Many Errors Uncertainties and Insufficiences in the Complainants said Replication

Rejoinder thereunto saith That the Answer
With all and Singular the Matters and things therein Contained
are good Certain and Sufficient in the Law to be Replied unto by
the said Complainant and that the Replication of the said Compt.
is very uncertain waisve and insufficient And for further
Rejoinder this Defendant saith He doth Admit as he has Already
done in his Answer That at the time the said Mortgage Bond
became due that he felt himself unable to discharge the Amount
and therefore was under the Necessity of Requesting further time
for that Purpose, which the said Replicant readily agreed to having
the Rings aforementioned deposited with him as a Collateral
Security but this Defendant denies that the Replicant made any
Application to him upon his Return from Maussulepatnam for
the Payment of his said Bond or that this Defendant pleaded his
inability to discharge the same, on the Contrary this Defendant
Says that his Circumstances were such as to enable him to
Redeem his Rings and that he was very desirous to do so that
having provided himself with a Sufficient Sum for that Purpose
he frequently requested the said Replicant to Produce the Rings
offering thereupon to discharge the Amount, But that the said
Replicant Always evaded doing so That in Consequence thereof this
Defendant began to Suspect that the Replicant had some Particular
Reason for his Conduct and in Trying to investigate the Cause thereof
this Defendant heard that the Replicant had broken the Seals from
the Package which contained the Rings and that he had Worn them
That in Consequence of this information, He became More importunate
With the said Replicant often tendering him the Balance due and
desiring the Restitution of his Rings but being unable to effect
it He was under the Necessity of Applying to his Attorney at Law as
he

has already Set forth in his Answer who wrote him the Letter a
Copy of which is annexed thereto This Defendant for further Rejoinder
Saith That the Language Made use of in the Replicants Replication
betrays Much Art and Consistence and clearly shews that their was no
Necessity for Instituting this Suit For therein he says that he was
With disappointments from this Defendant He applied to his Atty
at Law to demand Payment of the Debt, against Him Admits that
he Received a Letter from this Defendants Attorney threatening
him with an action in the event of his Not producing the Rings,
which by the said Replicants own Shewing is a flat Contradiction
of his Assertion, and clearly Proves that he did Not Make any
Application to this Defendant for the Money due after his Return
from Maussulepatnam much less had he Reason to be disappointed
as he says in his said Replication and this Defendant
Positively denies that he brought the Rings to be delivered upon the
Receipt of the Letter Annexed to this defendant Answer as is Asserted
in the Replicants said Replication on the Contrary that he did Not
even Send any Answer to the Letter which this Defendants Attorney
Wrote to him on that behalf and the first Notice that this Defendt
had of the Matter was a Summons from this Honble Court to appear to
the Present Suit This Defendant for further Rejoinder saith That some
time Previous to the filing of his Answer he again desired the Replicant
to Produce the Rings, he being his contention that if He had found
them in the Situation in which he had deposited them first To
have Paid him the Money due upon the Mortgage Bond and not to
have Proceeded further And this Defendant saith That the Conduct of
the Replicant on this Occasion fully Confirmed the information which
he had Received of his having broken the Seal and wearing the Rings
for He again Refused to Produce them and Deponent this Defendant

telling

telling him that he would proceed to file his Answer the said Replicant begged He would not saying that his Character would suffer thereby Conseiving at the same time that he has Acted highly wrong in instituting this Suit and that his Conduct would be exposed to this Hon^ble Court offering thereupon to give up all the Interest and to Accept of the Principal Sum And this Defendant further saith that he the said Replicant did also send a Person with whom he had Long been in the Habit of Strict Intimacy who offered on the part of the said Replicant to give up all the Interest saving Twenty Pagodas which he there Mentioned was Only to Shew to the Publick that it was Voluntary act of his own and Not the effect of Compulsion and further offering to pay all Costs of Suit But this Defendant Says that with all these offers he never Attempted to Produce the Rings although Urged to do so by this Defendant who offered thereupon to Pay the Principal and Interest due provided they were in their Original State and if otherwise the Principal Sum only From which it is clear and obvious that the Replicant intentions were solely to harrass and distress this Defendant who was under the Necessity of filing his Answer Now on Record in order to Prevent a Decree passing that Rules having expired the Rules having expired for that Purpose And this Defendant for further Rejoinder Saith that the said Replicant by annexing the Copy of the Letter Marked **A** to his said Replication is Attempting to delude and impose on the Judgment of this Hon^ble Court by trying to make it appear that this Defendant had agreed through his Attorney to Pay both Principal and Interest and afterwards Receded therefrom this Defendant Says that Such never Were his intention and the Answer which his Attorney wrote thereto Copy whereof Marked **B**. is annexed to the said Replicant Replication Contradicts such Position and Clearly Shews that the Conduct of this Defendant has been Strictly Uniform and Consistent throughout with Regard to this Matter, and therefore the said Replicant is Wrong in Charging this Defendant as He has done in his said Replication with Manifesting an evasive and Litigious Disposition And Lastly this Defendant Conceives himself Justified in withholding the Interest Because it was clearly understood and fully agreed upon that the Rings were not to be used And as the said Replicant has broken his Covenant and Made use of them as Ornaments to his Person this Defendant conceives it to be a Consideration equal to the Interest And this Doctrine He humbly Maintains to be conformable both to the Principles of Law and Equity

All which Matters and things this Defendant is ready and willing to Verify maintain and Prove as this Hon^ble Court shall Direct and Most humbly Prays as in and by his said Answer he hath Already Prayed

C. Chalmer
Att^y for Defend^t

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a certain Cause now depending and at Issue in the Hon^ble the Mayor's Court at Madras wherein Mordovan Suveran Chitty of Madras Inhabitant is Complainant and Negapatam Veerjan of the same place Inhabitant Defendant

On the part and behalf of the Complainant

To all the Witnesses — first — Do You know the Parties Complainant and Defendant

Defendant in the Title of these Interrogatories named or either and which of them. If Yea how long have You so known them or either and which of them Declare.

Cachiral Chitty Venkatachella Chitty and Letteram Chitty

Second. Do You know of any Mortgage of Rings by the Defendant to the Complainant If Yea, how many Rings were Mortgaged and when, and were they Sealed at the time of such Mortgage How long since You saw those Rings last How were they then Sealed as at the time of the Mortgage or was the Seal broke Does the said Complainant Generally wear a Diamond Ring on his Finger If Yea is it One of those three Rings or another.

Kumrapah Naick and Goowa Rajah

Third. Are You or are You not in the Service of the Complainant If Yea did or did not the Complainant or who else send You to the Defendant to demand the payment of a Bond if Yea how often & when did You demand the payment from the Defendant did he pay the same and if not what excuse did the Defendant make for not Paying the same were such demands made before the Defendant went to Masulipatnam or since his return to Madras and how often to the best of Your knowledge.

To all the Witnesses

Fourthly Do You know of any other matter or thing or have You heard or can You set forth any thing touching the matter in Question in this Cause that may tend to the Benefit and Advantage of the Complainant If Yea Declare the same as You know have been informed or do believe together with the Reasons of such belief as fully as if You had been there unto Particularly Interrogated.

L. Popham
Attorney for the Complainant

Mayor's Court at Madraspatnam

Between Mordovram Sweram Chitty of Madras Inhabitant Complainant and Stephen Aroojan of the same place Inhabitant Defendant.

On the Part of the Complainant

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

Cachiral Chitty Shroff of Madras Aged Thirty five Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant, was on the Twenty first Day of July One Thousand Seven Hundred and Ninety One, Specified at the Office of Mr. Edward White who is Attorney for the Defendant by Casavah my Servant, who also left him a Note of this Name, Title, and Place of Abode of the said Deponent, and afterwards on the same Day being Sworn and Examined Deposeth as follows.

1st to ---------- To the first Interrogatory this Deponent saith, that he doth know the Complainant Mordovram Sweram Chitty in this Cause, and that he is about fifteen or Sixteen Years and that he doth know the Defendant Stephen Aroojan in this Cause, and that he is also known him for Ten or Twelve Years And More he saith not to this first Interrogatory.

2d to ---------- To the Second Interrogatory this Deponent saith, that he knows that three Diamond Rings were mortgaged by the Defendant to the Complainant about Nine or Ten Years ago, and saith they were Sealed at the time of such mortgage by tying a String round the Rings and affixing a fanny Seal thereon, and Saith he saw the said Rings two or three Days ago and that the Seal affixed thereon was not broke, but it was in the same round shew as at the time of the Mortgage

This

Mayor's Court at Madrasapatnam } Between Moodooram Sweram Chitty of Madras Inhabitant Complainant and Stephen Avanjan of the same place Inhabitant Defendant

On the Part of the Complainant

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

Venkatachella Chitty Merchant of Madras Aged Thirty Seven Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the Twenty Second Day of July One Thousand Seven hundred and Ninety One Sworn & Examined at the Office of Mr. John White who is Attorney for the Defendant by Casawa Chitty Servant who afterwards on the same Day being Sworn and Examined Deposeth as follows Viz.

To the first Interrogatory this Deponent Saith that he knows the Complainant Moodooram Sweram Chitty in this Cause, and that he hath so known him from his this Deponents Infancy and that he doth know the Defendant Stephen Avanjan in this Cause, and that he hath so known him Ten or Twelve Years And more he saith not to this first Interrogatory

2d To the second Interrogatory this Deponent Saith, that he knows that the Defendant mortgaged three Diamond Rings to the Complainant about Nine or Ten Years ago, and saith they were Sealed at the time of such Mortgage and further saith that the last time he saw them, was Two or Three days ago and that they were sealed as at the time of the Mortgage and that the Seal was not broke this Deponent Saith that the Complainant does generally wear a Diamond Ring upon his Finger, and that he has worn one these fifteen Years past and Saith this is not one of those three Rings Mortgaged by the Defendant

And

This Deponent saith that the Complainant does generally wear a Diamond Ring on his Fingers but that this is not one of those Rings herein before Alluded to And more he saith not to this Second Interrogatory

To the last Interrogatory this Deponent saith that the Complainant shewed him the abovementioned three Rings about Nine or Ten Years ago, and was desirous of knowing if he would tell the Value thereof, but as this Deponent was not a judge of their Value he told the Complainant he would carry them to a Jeweller to get them Valued upon which the Complainant said that there was no occasion as one Venkatachella Chitty had Previously got them Valued this Deponent further Saith that the said Diamond Rings were precisely in the same condition and sealed with the same Seal when he saw them last as they were when the Complainant first shewed them to him this Deponent Saith that he has reason to believe that the Defendant is Desirous of proving that the Seal upon the said Diamond Rings was broke and that the Complainant wore one of them upon his finger purposely to avoid paying the Interest of the Money that was lent to him by the Complainant upon the mortgage of the said Rings and further saith that he does not believe the Complainant broke the Seal or were the said Rings upon his finger as he is a Man of great property and Character and Accustomed to lend Sums of Money as far as Ten Thousand Pags upon such mortgages And more he saith not to this Last Interrogatory

Benjamin Brandfill

Exd

And more he saith not to this Second Interrogatory.

To the Last Interrogatory this Deponent saith, that about Nine or ten Years ago the Complainant desired this Deponent to carry three Diamond Rings in Question to a Jeweller in order to ascertain the Value of them which he did Accordingly, and saith they were Valued by a Jeweller at two hundred Pagodas which this Deponent mentioned to the Complainant, when he returned him the Rings; this Deponent saith that he does not observe any difference in the Seal which was first offered and the said Rings— And more he saith not to this Last Interrogatory.

Deponent

Benjamin Bransill

Exr

Mayor's Court at Madrasspatnam

Between Moodovaun Sewraun Chitty of Madras Inhabitant Complainant, and Seythen Avenjan of the same place Inhabitant Defendant.

On the Part of the Complainant.

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

Comrayah Naick Dubash of Madras Aged Forty Years or thereabouts being Sworn as a Witness in this Cause on the Part of the Complainant, saith on the twenty first Day of July One Thousand Seven hundred and Ninety One Signified at the Office of Mr. John White who is Attorney for the Defendant by Cassa a Country Servant who also left him a Note of the Name, Title, and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

5

1st

To the first Interrogatory this Deponent saith, that he doth know the Complt. Moodovaun Sewraun Chitty in this Cause, and that he hath so known him Ten Years or thereabouts and that he doth know the Defendant Seythen Avanjan in this Cause, and that he hath so known him eight Years or thereabouts— And more he saith not to this first Interrogatory.

3d

To the third Interrogatory this Deponent saith, that he is in the Service of the Complainant, and saith that the Complainant did send him this Deponent to the Defendant to demand payment of a Bond and that he frequently did demand payment of the same, and saith the Defendant did not pay the same but promised to do it as soon as he was in Cash; this Deponent saith that such demands were made before the Defendant to Journey to Masulipatam and that the Defendant went to Anjengo and promised to discharge the Debt due to him after his return from thence, and further saith that he also demanded payment of the aforementioned Bond from the Defendant since his return to Madras And more he saith not to this or to the last Interrogatory.

Benjamin Bransill

Exr

Mayor's Court at Madrasspatnam

Between Moodovaun Sewraun Chitty of Madras Inhabitant Complainant and Seythen Avenjan of the same place Inhabitant Defendant.

On the Part of the Complainant.

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

Goovia

Goorva Rajah Poor of Madras Aged twenty eight Years or thereabouts being
Produced as a Witness in this Cause On the Part of the Complainant, was on the twenty
first Day of July One Thousand Seven Hundred and Ninety One Sworn at the Office of
Mr. John White, who is Attorney for the Defendant by Casava a Servant who also
left him a Note of the Name, Title, and Place of abode of the said Deponent and after-
wards on the same Day being Sworn and Examined Deposeth as followeth.

1st Interrogatory ---- To the first Interrogatory this Deponent saith, that he doth know the
Complainant Mordovram Sewaram Chitty in this Cause, and that he hath
so known him four Years or thereabouts and that he doth also know the
Defendant Stephen Avanjaden in this Cause, and that he hath so known
him about the same number of Years. And more he saith not to this
first Interrogatory.

3d Interrogatory ---- To the third Interrogatory this Deponent saith, that he is in the Service of
the Complainant, who sent him to the Defendant to demand payment of
a Bond, and saith he demanded payment from the Defendant several
times, this Deponent saith that the Defendant did not pay the money
but promised to do it as soon as he received money which he was in
daily expectation of, and further saith that such demands were
Made before the Defendants Journey to Masulipatam but since his
Return to Madras. And more he saith not to this or to the last
Interrogatory.

Benjamin Bransfill
Exr.

Mark
Goorva Rajah

Interrogatories to be Administered
to Witnesses to be produced Sworn and examined
in a certain Cause depending in the
Hon.ble the Mayors Court at Madraspatnam
Wherein Mordovram Sewaram Chitty of
Madras Inhabitant is Complainant and
Stephen Avanjaden of the same place
Inhabitant is Defendant.

On the part and behalf of the Defendant as follows

First Interrogatory To all the Witnesses ---- Do You know the Parties Complainant and Defendant
in the Title of these Interrogatories named or either and which of them and
how long have You known them or either and which of them respectively
Set forth According to the best of Your knowledge remembrance and belief
and the truth thereof fully and at Large Declare.

Second Interrogatory Shirbanah and Sirsanah ---- Have You lived and Resided for any and what length of
time in the House of the Defendant in the Title of these Interroga-
tories Named If Yea do You know of the said Defendant to being Possessed
of certain Diamond Rings If Yea do You know or have You ever heard
that the said Defendant Mortgaged or pawned the said Diamond
Rings with the Complainant in the Title of these Interrogatories Named
When and in whose Custody or Possession did You last see the said
Rings were the said Rings in any and what particular case when You
last saw them If Yea who was Having or Wearing them and had You any
particular Conversation with the Complainant in the Title of these
Interrogatories Named respecting the said Rings If Yea set forth the
same According to the best of Your knowledge Remembrance and belief
herein and the truth to Declare.

Third

Third Interrogatory
To
Nawasheewayquon

Look upon the Paper Writing now produced and shewn to You at this the time of Your examination Marked with the Letter **A** and purporting to be a Mortgage Bond granted by the Defendant in the Title of these Interrogatories named to the Complainant in the Title of these Interrogatories also Named and You as subscribing Witness thereto were the Diamond Rings in the said Bond mentioned bound up and sealed If You was there any and what particular impression upon the Seal With which they were so sealed when and in whose Custody or Possession did You last see the said Rings were the said Rings in any and what Particular use, when You last saw them, If You who was using or Wearing them and had You any particular conversation with the Complainant in the Title of these Interrogatories Named respecting the said Rings If You set forth the same According to the best of Your Knowledge remembrance and belief therein and the truth Declare

Fourth Interrogatory
To
Mr George Chalmers
Atty at Law

Did You write a Letter in Your Professional Capacity to the Complainant in the Title of these Interrogatories named respecting certain Diamond Rings that had been Mortgaged by the Defendant in the Title of these Interrogatories Named with the said Complainant, If You what was the import thereof did the said Complainant Answer such Letter or bring the said Diamond Rings to Your Office in Consequence thereof or how otherwise, Look upon the Letter or paper Writing now produced and shewn to You at this the time of Your examination Marked with the Letter **B**. did the Defendant in the Title of these Interrogatories named Authorize or empower You to Agree upon his part to pay unto the said Complainant the Principal Monies and the Interest thereof upon the Terms stated in the said Letter or did You agree so to do Set forth to the best of Your knowledge Remembrance and belief therein and the truth Declare

Fifth

Fifth Interrogatory
To
Sammy Naick and
Beema Naick
Tobaramoneya Chitty

Do You know or have You ever heard that the Defendant in the Title of these Interrogatories named had Mortgaged with the Complainant in the Title of these Interrogatories also named certain Diamond Rings If Yea did the said Complainant at any time and when in Your Presence Come to the House of the said Defendant to enter into any Agreement respecting the said Rings If Yea What was the import of such Agreement And did the said Complainant Propose to Relinquish or give up any and what part of his Demand upon the said Defendant on entering into such Agreement did the said Defendant then offer to pay unto the Complainant the Amount of his Demand upon his delivering up the Rings in the same State as they were in at the time when they were Mortgaged and did any further Conversation happen in Your Presence between the Complainant and Defendant respecting the said Rings If Yea set forth the same According to the best of Your Knowledge remembrance and Belief and the truth therein Declare

Last Interrogatory
To all the Witnesses

Do You know of any other Matter or thing or have You heard or can You say any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Defendant in this Cause Declare the same fully and Distinctly What You have been interrogated unto and also Declare the same at large as if You had been Particularly interrogated thereto

John White Attorney for
the Defendant

A

I the under Written do hereby Acknowledge to have taken and Received of Moodoram Sewrem Chitty the Sum of One Hundred and Eighty Star Pagodas Current Money of Madras 180 Pags for which Sum I have Mortgaged Three Diamand Rings Sealed with my Seal, the Value Thereof is Two Hundred Pagodas and Bound to pay in Three Months with the Interest thereon at Twelve p Cent p Annum Madras 12th May 1781

(Signed)
Stephen Hovanjan

Witness
Namachivayam
Mudaly

From 12th May 1781 to 12 May 1782 I have paid Interest 21 Pags and 60 decimals of a Pagoda for 180 Pagodas to Moodoram Chitty the Son of Sivaram Chitty Madras 13th August 1782

(Signed)
Stephen Hovanjan

A True Translate as near as can be taken from the Original Armenian Language by

Denis Phillippus Calander

Sworn to be a true translate as near as Can be from the Original Armanian this 4th Sept 1789

Wm Webb
Mayor

This Exhibit Marked A Was shewn to Namachivayam and Raja Mahomed at the respective times of their Examination before me on the Part of the Defendant In a Certain Cause now Depending In

In the Hon'ble the Mayor's Court at Madraspatnam Wherein the said Moodoram Sewram Chitty is Complainant and Stephen Ovanjohn is Defendant was on the 11th and 25th Days of July Anno Domini 1794

Benjamin Bramfill
Exr

Dear Chalmer

Pray order the Defendant Ovan, Johns to send the Money here, the Amount is as follows—

The Ballce of Account and which the Bill is filed ---- 337. 19. 64
Interest on Do to this day ---------- 10. " "
Pags ---- 347. 19. 64

You will please to deduct there from the Amount of Your Bill of Costs as are agreed and on receipt of the Ballance I shall deliver up the Rings—

November 30th 1789

Your Truly
S. Popham

George Chalmers Esquire

This Exhibit Marked B was shewn to Mr Geo: Chalmer at the time of his Examination before me on the Part of the Defendant In a Certain Cause now depending In the Hon'ble the Mayor's Court at Madraspatnam Wherein the said Moodoram Sewram Chitty is Complainant and Stephen Ovanjohn is Defendant was on the 16th Day of July Anno Domini 1794

Benjamin Bramfill
Exr

Mayor's Court at Madrasapatnam

Between Modovanum Lewaram Chitty of Madras Inhabitant Complainant and Stephen Evanjohn of the Same Place Inhabitant Defendant.

On the Part of the Defendant.

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

Sharbanah Inhabitant of Madras Aged Fifty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the eighteenth Day of July One Thousand Seven Hundred and Ninety One Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Casavah my Servant who also left him a Note of the Name, Title, and Place of Abode of the said Deponent, and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith She knows the Complainant Modovanum Lewaram Chitty in this Cause and that she hath so known him twenty Years or thereabouts. And that she doth know the Defendant Stephen Evanjohn in this Cause and that she hath so known him thirty Years or thereabouts. And more she saith not to this first Interrogatory.

2d To the Second Interrogatory this Deponent saith She has lived and resided in the House of the Defendant in the Title of these Interrogatories named for the space of thirty Years and saith that she knows of the said Defendant being possessed of certain Diamond Rings, and further saith that she knows that the said Defendant mortgaged or pawned the said Diamond Rings with the Complainant in the Title of these Interrogatories named. This Deponent saith the last time she saw the said Rings they were in the Custody and Possession of the Complainant who was using or wearing them on his Fingers. And further saith that she this Deponent did ask the Complainant the reason of his wearing the said Rings as she knew the same to be the property of the Defendant to which the Complainant replied that in consequence of the Defendant not discharging the Debt due to him she the Complainant thought it no harm to wear them and Shee further saith not to this or to the Last Interrogatory.

Benjamin Bransfill Ex[r]

The Mark of Sharbanah

Mayor's Court at Madrasapatnam

Between Modovanum Lewaram Chitty of Madras Inhabitant Complainant and Stephen Evanjohn of the Same Place Inhabitant Defendant.

On the Part of the Defendant.

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

Susanah Nurse of Madras Aged thirty two Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the eighteenth Day of July One Thousand Seven Hundred and Ninety One Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Casavah my Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith She doth know the Complainant Modovanum Lewaram Chitty in this Cause, and that she hath so known him twenty Years or thereabouts. And that she doth know the Defendant Stephen Evanjohn in this Cause, and that she hath so known him about the same Number of Years. And more she saith not to this first Interrogatory.

2d

2d ——— To the Second Interrogatory this Deponent saith That she did reside in the House of the Defendant twenty Years — And saith That she knows of the said Defendant to being Possessed of certain Diamond Rings and that the Defendant Mortgaged the said Diamond Rings viz the Complainant in the Title of these Interrogatories Named and further saith That she this Deponent the last time she saw the said Rings they were in the Custody and Possession of the Complainant who was at that time Wearing the same upon his Fingers — This Deponent saith That she did Ask the Complainant why he wore the Rings in Question as she knew the same to be the Property of the Defendant and only mortgaged to him and answer to which the Complainant thought that there was no impropriety in wearing the said Rings — And more she said Not to this or to the last Interrogatory

Benjamin Bransfill
&c.

Mayor's Court at Madraspatanam

Between Mordecai and Severam Chitty of Madras Inhabitant Complainant and Hyder Ibram Joanjoh of the same Place Inhabitant Defendant —

On the Part of the Defendant —

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

Nanaishaveyum Merchant of Madras Aged Forty Nine Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant, was on the Eleventh Day of July One Thousand Seven Hundred and Ninety One Legalized at the Office of

Mr Hyder Ibram Joanjoh Who is Attorney for the Complainant by Casawahmy Servant Who also left him a Note of the Name, Title, and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz —

1st ——— To the first Interrogatory this Deponent saith That he doth know the Complainant Mordecai and Severam Chitty in this Cause, and that he has been known him from his the Complainant's Infancy — and that he doth know the Defendant Hyder Ibram Joanjoh in this Cause, and that he has been known him thirty Years or thereabouts — And more he said Not to this first Interrogatory —

3d ——— To the third Interrogatory this Deponent that he Looked at the paper Writing now Produced and shewn to him at this the time of his Examination viz the Letter A purporting to be a Mortgage Bond Granted by the Defendant in the Title of these Interrogatories named to the Complainant — And said that he is a Subscribing Witness thereto and further said That the Diamond Rings in the said Bond mentioned were bound up and Sealed but he cannot tell what particular impression was made upon said Seal, this Deponent said That the last time he saw the said Rings they were in the Possession of the Complainant who was wearing the same upon his Fingers — And further said That the Conversation that took place between this Deponent and the Complainant respecting the said Rings was as follows, that He this Deponent asked the Complainant the Reason of his wearing the said Rings upon his fingers as this Deponent knew them to be Mortgaged to him by the Defendant in regard to which the Complt. said as he did not see any probability of the Defendant being able to discharge the Debt due to him he was induced to wear the same upon his fingers — And more he said Not to this or to the last Interrogatory

Benjamin Bransfill
&c.

Mayor's Court at Madraspatnam } Between Modovaram Sewaram Chitty of Madras Inhabitant Complainant and Stephen Evanjelist of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Mr. George Palmer Attorney in the Hon.ble the Mayor's Court at Madraspatnam Aged twenty Nine Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant, was on the Sixteenth Day of July One Thousand Seven Hundred and Ninety One Examined at the Office of Mr. Stephen Popham who is Attorney for the Compt.t by Casavah my Servant, who also left him a Note of the Name, Title, and Place of Abode, of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follow viz.

1st To the first Interrogatory this Deponent saith That he does not know the Complainant Modovaram Sewaram Chitty in this Cause, but that he doth Know the Defendant Stephen Evanjelist in this Cause, and that he hath so Known him two Years or thereabouts And more he saith not to this first Interrogatory

4th To the fourth Interrogatory this Deponent saith, He did write a Letter in his professional Capacity to the Complainant respecting certain Diamond Rings that had been mortgaged by the Defendant with the said Complainant And saith that the import thereof to the best of this Deponents recollection, was, to desire the Complainant to produce the Rings that had been mortgaged to him by the Defendant and that the Money should be paid for which the said Rings had been pledged and saith the said Complainant Neither Answered the Letter or brought the Diamond Rings to this Deponents Office This Deponent Hath looked upon the Letter, or paper writing, now produced and shewn to him at this the time of his examination marked with the Letter B, and saith that the Defendant in the Title of these Interrogatories named did not Authorize or empower this Deponent to Agree upon this part to pay unto the said Complainant the Principal Monies and Interest thereof upon the Terms stated in the said Letter And more he saith not to this fourth Interrogatory

5th To the last Interrogatory this Deponent saith that after he had written the Letter desiring the Complainant to produce the Diamond Rings that He heard nothing further concerning the Business until Such time as the Defendant desired this Deponent to appear for him in the present Suit And more he saith not to this last Interrogatory

Benjamin Bransill Exr.

G. Palmer

Mayor's Court at Madraspatnam } Between Modovaram Sewaram Chitty of Madras Inhabitant Complainant and Stephen Evanjelist of the same place Inhabitant Defendant

On the Part of the Defendant

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

Soobramoneya Chitty Cloth Merchant of Madras Aged forty four or forty five Years being Produced as a Witness in this Cause On the Part of the Defendant was on the twenty third Day of July One Thousand Seven hundred and Ninety One Sworn and Examined at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Casavah my Servant, who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards On the Same Day being Sworn and Examined Deposeth as follow viz.

1st

1st ——— To the first Interrogatory this Deponent Saith, that he doth Know the Complainant Mordooram Sweram Chitty in this Cause, and that he hath so known him from his Infancy - and that he doth know the Defendant Stephen Swain joined in this Cause, and that he hath so known him two Years or thereabouts - And more he saith not to this first Interrogatory.

5th ——— To the fifth Interrogatory this Deponent Saith, he doth not know but has heard that the Defendant in the Title of these Interrogatories named had mortgaged with the Complainant Certain Diamond Rings and Saith that the Complainant in conjunction with his friend did after he had sued the Defendant in the Mayor's Court in this Deponents Presence come to the House of the Defendant and Requested him to enter into an Agreement respecting the said Rings, the purport of such Agreement was to the following purport, that the Complainant was to relinquish to the Defendant the whole of the Interest of the money due by the Defendant on Account of the mortgage aforementioned & accepting twenty Pags and that the Complt. was to defray the charges Attending the Law Suit on both Sides, and in addition that the Defendant would not mention to any body that the Complainant had for Two proposed Means of Accommodation, this Deponent further saith that the Defendant did then offer to pay unto the Complt. the Amount of his Demand upon his the Complt. delivering up the Rings in the same state as they were in, at the time when they were Mortgaged, and saith the Conversation which took place in the presence of this Deponent between the Complt. and Defendant respecting the said Rings was to the following effect, the Complainant told the Defendant, that in consequence of his the Complainant Breaking the Seal off the Rings in Question, he had Agreed to relinquish the Interest and to pay the Law Charges which should be incurred by the Defendant in the Cause which Is subsisted between them, mentioning to the Defendant at the same time that the Rings were not changed, and further saith that the Complainant requested the Defendant not to mention his Proposal to any Person or Persons as he the Complainant had two or three Suits depending in the Honble. Mayors Court and it might injure his Cause, and saith that the Complainant desired the Defendant to give him the Agreement in writing which he refused to do. And more he saith not to this or to the last Interrogatory.

Benjamin Bransfill
Exd.

Additional Interrogatories

To be Administered to & Witness to be Produced Sworn and Examined in a certain Cause Depending in the Honble. the Mayors Court at Madraspatnam wherein Mordooram Sweram Chitty of Madras Inhabitant is Complainant and Stephen Swain the same Place Inhabitant is Defendant

On the Part and behalf of the Defendant as follows

First Interrogatory to Raja Mahamed } Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named or either and which of them and how long have You Known them or either and which of them Respectively Set forth & Recording to the best of Your Knowledge Remembrance and belief and the Truth therein fully and at large Declare

Second Interrogatory to the same } Look upon the Paper Writing now produced and Shewn to You at this the time of Your examination, Marked with the Letter A and Purporting to be a Mortgage Bond granted by the Defendant in the Title of these Interrogatories Named to the Complainant in this Cause Were You present at the Execution thereof If Yea what persons, and Whom by Name? Were present when the said Bond was so executed Now upon Your Oath was there or were there any other person or persons

Present

Present at the time of the Execution of the said Bond besides those Persons whom You have already mentioned? Did You at any time and when lodge or deposit with the said Complainant any and what Number of Diamond Rings? If Yea upon whose Account and by whose direction did You so lodge or deposit such Diamond Rings, were the said Rings bound up and Sealed at the time when You delivered them to the said Complainant? If Yea was there any and what Letters or impression upon the Seal with which the said Rings were sealed Was there any person or persons and whom by name present at the time when You so delivered the said Rings to the said Complainant and was there or were there any other person or persons present at the time when You so delivered the said Rings other than the persons whom You have already mentioned set forth particularly herein and the truth fully and at large declare

John White Attorney for the Defendt

Mayor Court at Madraspatanam } Between Moodovranu Lewranu Chitty of Madras Inhabitant Complainant and Stephen Ovanjohn of the same Place Inhabitant Defendant On the Part of the Defendant

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

Rajah Mahomed Pawildor of Madras Aged forty Seven or forty eight Years being produced as a Witness in this Cause On the Part of the Defendant, was on the Twenty fifth Day of July One Thousand Seven hundred and Ninety One Examined at the Office of Mr Stephen Popham who is Attorney for the Complainant by Casavaloo my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same Day being Sworn and Examined Deposeth as follow viz

A

1st Interr. To the first Interrogatory this Deponent saith that he doth know the Complt Moodovranu Lewranu Chitty in this Cause, & that he hath so known him ten or twelve Years, and that he doth know the Defendant Stephen Ovanjohn in this Cause And that he hath so known him ten Years or thereabouts And more he saith not to this first Interrogatory

2d Interr. To the second Interrogatory this Deponent Saith he hath looked upon the Paper Writing now Produced and shewn to him at this the time of his Examination Marked with the Letter A And Purporting to be a Mortgage Bond Granted by the Defendant to the Complainant and saith that he was present at the Execution thereof And further saith that Lusanah, Sharlonah, Namasevayan and Mootoo were also present at the execution of the said Bond, this Deponent upon his Oath saith that no other Person or Persons were present at the time of execution of the said Bond besides those already mentioned, this Deponent saith that he did eight or Nine Years ago lodge or deposit three Diamand Rings with the said Complainant and saith that the said three Diamand Rings were so lodged or deposited upon Account and by direction of the Defendant And further saith that the said Rings were bound up and Sealed at the time when this Deponent delivered them to the said Complainant but this Deponent doth not recollect what impression was on the said Seal and saith that no Person or Persons were present at the time when this Deponent so delivered the said Rings to the said Complainant And more he saith not to this or to the Last Interrogatory

The Mark of Rajah Mahomed

Benjamin Bramfill Ext

Mayor's Court at Madrasapatnam

Tuesday the 29th Day of November Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
William Webb — Andrew Ross
James Daly — and — Aldermen

Mayor's Court

Between Mordaun Lewaun Chitty of Madras Inhabitant Complainant and Stephen Hovanjan 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 Complts Bill with Copies of an Account Current and Translation of a Mortgage Bond or Obligation Annexed, the Defendants Answer with Copy of a Letter Annexed, the Replication with Copies of two Exhibits Marked A and B Annexed, the Rejoinder, the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant with Exhibits Marked A & B Annexed, On Hearing the Pleadings made Use of by the Attornies and mature Consideration had thereon This Court doth think fit to Order and Decree that the Defendant shall pay unto the Complainant the Sum and just Sum of three hundred and thirty seven Pagodas Nineteen Fanams and Sixty four Cash Pagodas 337.19.64 together with all such Interest as now is or shall hereafter become due thereon until full payment is made and it is further Ordered and Decreed that each Party do pay his own Costs.

Sealed

Filed the 12th March 1791

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Elias Minas One of the Surviving Executors named in the Last Will and Testament of Johannes Hovan Caldar Late of Madrasapatnam Deceased by his Attorney Arakiel Dominicus of the same place Inhabitant That the said Johannes Hovan Caldar being possessed of a Considerable Real and personal Estate in Madrasapatnam aforesaid and the Limits thereof duly made and published his last Will and Testament in writing bearing date on or about the first day of January One Thousand Seven hundred and Eighty six and thereby appointed Your Orator together with Petrus Theuveris and Jacob Paterus to be Executors thereof in India as by the said Will of Record in this Honble Court as Your Orator is advised and believes and to which Your Orator craves Leave to refer will fully appear; And Your Orator sheweth that some time after the Execution of such Will the said Johannes Hovan Caldar died without having revoked or in any wise Altered the same as Your Orator verily believes whereupon Petrus Theuveris one of the Executors as aforesaid named in the said Will possessed himself of the Estate of the said Deceased consisting of Lands, Tenements and Hereditaments besides personal Estate and Effects consisting of Bonds, Notes, Bills, Books of Account, Merchandize, Plate, Jewells, and Household Effects with various Vouchers of property in the whole of Very Considerable

Considerable Value and amount. And Your Orator Sheweth That the
Said Sheweth Ariet so professed himself of the Estate of the said Johannes
Hovan Caldar without obtaining from out this Honble Court Probate of
the said Testator and acted as Executor of the said Estate and recovered
and received Various Sums of Money due to the said Estate to a very
Considerable Amount and also expended Various Sums of Money of
the said Estate and so continued to act and and doing the said Estate
until the time of his Death which happened some time in or
about the Month of One Thousand Seven hundred and
as Your Orator is advised and believes And Your Orator further
Sheweth That on the Decease of the said Sheweth Ariet this Widow
Anna Sheweth Ariet whose an Inhabitant of Madrasapatnam aforesaid
and therefore a Person subject to the Jurisdiction of this Honble Court
Administered to the Estate of her deceased Husband the said Sheweth
Ariet as Your Orator is advised and believes; but Your Orator
expressly charges that the said Anna Sheweth Ariet on the decease of
said Husband did Actually take and possess herself of the
Various Estate herein before mentioned of the said Johannes Hovan
Caldar theretofore as aforesaid Administered by her said Husband
the said Sheweth Ariet. And Your Orator Sheweth That he hath since
the death of the said Sheweth Ariet applied to this Hble Court
for Probate of the Will of the said Johannes Hovan Caldar and duly
obtained the same on or about the third day of February One Thousand
Seven hundred and Eighty Nine as by Reference to the Records
of this Honble Court will appear. And Your Orator likewise sheweth
That the other Surviving Executor in the Will named of the said Johannes
Hovan Caldar that is to say Jacob Patum therein before Mentioned
renounced his Right of Executor thereto the same Will on or about the
Twenty Sixth day of October One Thousand Seven hundred and Ninety
but for greater certainty herein Your Orator Craves leave to refer to

Such

Such Renunciation of Record as Your Orator is Advised and believes
in this Honble Court whereby and by the Means aforesaid Your
Orator is advised and believes that he stands Solely entitled to Adminis-
ter the Estate in India of the said Johannes Hovan Caldar and that
the said Anna Sheweth Ariet this is in no wise Legally interested in the
Administration of the same. Nevertheless Your Orator Sheweth
That though the said Anna Sheweth Ariet well knows Your Orators
Power and Title Solely to Administer the Estate of the said Johannes
Hovan Caldar in her hands as aforesaid and though she hath been
frequently advised thereof by Your Orator and requested in a friendly
Manner to give Your Orator an Account of the Real and Personal
Estate of the said Johannes Hovan Caldar and of what the same
respectively consisted and of the Rents, issues, and Profits of his
real Estate and to know in what manner the same have been paid
and applied and how much thereof remains in her hands and
that she might pay and Make over to Your Orator what upon the
Balance of such Accounts should appear to be due to Your Orator as
Executor as aforesaid as in Justice and Equity she ought and Your
Orator will Hoped she would have done. But now so it is May
it Please this Honble Court that the said Anna Sheweth Ariet Combining
and Confederating with Various Persons at present unknown to
Your Orator refuses to give or render to Your Orator any Account
Whatsoever of the said Testators Real and Personal Estate and of the
Quantity and Quality of the same respectively or of the Rents issues or
Profits of the same respectively and to pay and Deliver over to Your Orator
what is due and owing to Your Orator in his Right aforesaid or to let
Your Orator into Possession of such Real Estate the Anna Sheweth Ariet
Sometimes Pretending that the Personal Estate of the said Johannes
Hovan Caldar the Testator was of very small and inconsiderable
Value and not Sufficient to pay the Debts, Legacies, and Funeral
Expences of the said Testator, and that the said Testator left no real Estate
Whatever.

Whatever. Whereas Your Orator charges that the said Testator died possessed of a very Considerable Real as well as Personal Estate much more than sufficient to pay and discharge all his just Debts legacies and funeral Expences with a great overplus and that the said Letts Fleer Aviett in his life time received and possessed the same and that the said Anna Letts Aviett his Widow since his Decease has possessed and still possesses the same together with the Various Books of Account and Vouchers of the same contrary to Justice and Equity and to the great injury of Your Orator as Executor aforesaid To the End therefore that the said Anna Letts Aviett may upon her Corporal Oath true and perfect Answer make to all and singular the premises as fully and particularly as if the same were here again repeated and interrogated and that the said Anna Letts Aviett may set forth whether the said Johannes Hovan Caldar did not make such last Will and Testament as herein before is set forth or any other and what Will, and whether the said Testator did not depart this Life Without altering or revoking the same And whether the said Letts Fleer Aviett was not Husband to the said Anna Letts Aviett And Whether he is not Dead, And whether the said Letts Fleer Aviett did not in his lifetime by virtue of the Will of the said Johannes Hovan Caldar or by what other Means or power possess himself of and get into his hands the Custody Possession or power of all or such part of the Testators Real and Personal Estate as he could, and Whether since the Death of the said Letts Fleer Aviett the said Estate and Effects of the said Johannes Hovan Caldar or what Particular parts of the same respectively and Books and Papers have come into the Hands and Custody of the said Anna Letts Aviett and how the same respectively have been applied and disposed of, and who hath or have received the Rents issues and Profits of the Real Estate and who owes or owing the perception of the Rents issues and profits of the same

And

And that the said Anna Letts Aviett may be decreed to come to a just and fair Account with Your Orator for the Real and Personal Estate of the said Testator which shall come to the Hands and Custody of the said Letts Fleer Aviett in his Lifetime and to the said Anna Letts Aviett since the Decease of the said Letts Fleer Aviett and that she may pay and Deliver over to Your Orator all the Personal Estate of the said Testator and all Increase of the same together with all Vouchers and Securities for the same and also all Title Deeds and Muniments of the Real Estate of the said Testator and the possession of such Real Estate.

May it Please this Hon^ble Court to Cause the said Anna Letts Aviett to be Summoned and required by the Sheriff of Fort Saint George and Towns of Madrasapatnam and the Districts thereof personally to be and appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court prefixed and appointed then and there to Answer this Your Orators Bill of Discovery and further to stand to and abide by such order and Decree therein as to this Hon^ble Court shall seem Meet

This 12th Day of March 1794

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

Jo^s de Pre Porcher
Mayor

John Wilkinson
Att^y for Compl^t

Filed the 7th June 1794.

The Answer of Anna Letty Ricet Administratrix of Letty Ter Ricet Deceased Defendant to the Bill of Complaint of Elias Minas one of the Surviving Executors Named in the Last Will and Testament of Johannes Hovan Caldar Late of Madrasapatnam Deceased by his Attorney Arrabella Dennisons of the Same place Inhabitant Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of exception to the many Errors uncertainties and imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised to the Materially Concerns her to make Answer unto, Answereth and Saith That she Admits the said Johannes Hovan Caldar Departed this Life and at the time of his Death was possessed of some Estate but not Considerable as is erroneously Stated in the said Bill of Complaint And this Defendant Admits that the said Johannes Hovan Caldar duly made and Published his Last Will and Testament in Writing under Date as Stated in the said Bill of Complaint and appointed the Complainant together with Letty Ter Ricet and Jacob Potum to be Executors thereof in India And this Defendant further Admits that some time after the Execution of such Will the said Johannes Hovan Caldar might have died without having revoked or in any wise Altered the same And this Defendant Admits that Letty Ter Ricet One of the Executors as aforesaid Possessed himself of whatever Estate and Effects of the said Deceased were found in Madras which Chiefly Consisted of Bonds Notes Bills and Books of Accounts

But

But this Defendant denies that the said Letty Ter Ricet possessed himself of any Lands Tenements and Hereditaments as is falsely Stated in the said Bill of Complaint And this Defendant Admits that the said Letty Ter Ricet without Obtaining from this Honble Court Probate of the Will of the said Testator did Act as Executor of the said Estate and Recovered and Received some money for Account of the said Estate but not to any Considerable Amount as is erroneously Stated in the Bill of Complaint This Defendant saith That the said Letty Ricet expended Various Sums of Money of the said Estate and Continued to Act in all Matters respecting the said Estate until the time of his Death And this Defendant Admits that on the Decease of the said Letty Ter Ricet this Defendant as his Widow Administered to his Estate and of Course she was obliged although much against her Will and desire so to take also the Burden and Management of the Estate of the said Johannes Hovan Caldar This Defendant saith for ought she knows to the Contrary the Complainant may since the Death of the said Letty Ter Ricet have applied to this Honble Court for Probate of the Will of the said Johannes Hovan Caldar and the Complainant might have Obtained the same at the time Mentioned in the Bill of Complaint And that Jacob Patum the other Surviving Executor in the said Will named might have renounced his right of Executorship at the time mentioned in the said Bill of Complaint and that the Complainant might for ought this Defendant knows to the Contrary might be Solely entitled to Administer the Estate now Undministered of the said Johannes Hovan Caldar in India This Defendant absolutely denies having Combined and Confederated with any Person whomsoever or having refused to give or render to the Complainant the Account of the said Estate or to pay and deliver over to the Complainant what is due and owing to him in his right as aforesaid Or the Contrary this Defendant saith that she always was Ready and Willing to hand over to the Complainant or his Attorney

Whatever

Whatever Estate She Possessed of the said Johannes Hovan Caldar but this Defendant Saith that on Account of Her Husbands Affairs being very extensive and involved with the Affairs of Several other People it was out of the Power of this Defendant to Compleat the whole Account of the Estate of the said Johannes Hovan Caldar at the Time when the Complts Attorney Applied to this Defendant for the same nor doth this Defendant believe that she will be able to get the same Compleated for three or four Months longer all which this Defendant hath said before the Complts Attorney And only asked for a time to enable her to Compleat the Account but the Complainants Attorney being obstinate would not hearken to Reason and hath Unjustly filed the Present Bill of Complaint, and since the filing the Complainants said Bill this Defendant did deliver over to his Attorney Sundry Effects Bonds Bills and Notes and got his receipt for the same as by Copies of the said List and of the said Receipt hereunto Annexed and Prayed by this Defendant to be taken as part of this her Answer may Appear the Originals whereof are in this Defendants Possession and ready to be produced to this Hon.ble Court when Required.

This Defendant saith that she is not in possession of any other Notes Bills Bonds or other Papers of Consequence belonging to the said Estate And this Defendant therefore prays that she may be Allowed four Months time to deliver the Account Current of the said Estate with the Balance of Cash which may be in her hands at the Close of the said Account.

All Which Matters and things this Defendant is ready and willing to verify maintain and prove as this Hon.ble Court shall direct and humbly prays to be hence dismissed with her reasonable Costs and Charges in this behalf Most Wrongfully

Sustained

Sustained.—

Sworn to be a true Translation as near as can be from the Original in the Armenian Language—

Before me this 6th day of June 1793—

Jos. du Pré Porcher

Mayor

Peshlijy Jacob

his

+ mark

The Translator of the Answer—

S. Sophaan

Witness

Dept.

List of the following things belonging to the Estate of the Late Johannes Caldar Deceased—

1	Bond of the Honble Company	for Pagodas	101. " "
1	Do.	ditto	for 491. " "
1	Do.	ditto	for 93. " "
1	Do.	ditto	for 70. " "
1	Do.	ditto	for 2,500. " "
1	Do. of Mr. Alexander David		for
1	Agreement		
1	List of Piece Goods consigned to Gregorio Catchick		130. " "
1	Bond of Poem Lustar	for Pagodas	
1	Small Bundle Containing Malabars receipts & Papers		
1	Note of hand of Manquin Kistnamah Chetty	for	38. " "
1	Written Protestations of Mr. Elias Mosiah		440. " "
1	Note of hand of Anstonia Paquim	for Pagodas	448 13 fanos
1	Note of hand of Gregorio Catchick	for Pagodas	
1	Agreement of Elias Mosiah for 12 Pagodas Elephant Teeth.		
1	Bond of Stephen Joannis Calaundra	for Pagodas	763. " "
1	Note of hand of Kwajah Mordecah	for Pagodas	94. 72. "
1	List of Piece Goods consigned to Abraham Ricet Moul	for Pagodas	65. " "
1	Bond of Mr. John Pullok	for Pagodas	123. " "
1	Note of hand of Amos Boy	for Pagodas	41. 72. "
1	Note of hand of Mahomed Yagon Cawn Bahader	for Pagodas	100. " "
1	List of Jewels Consigned to Mr. Jacob Paterson		
1	Receipt of Sammy Venecatapa	for Pagodas	20. " "
1	Receipt of Cryatah and her Daughter Anne	for	200 Rupees
1	Bond in Persian Language of His Highness the Nabob Arndoot Ul Omra	for Pagodas	2731820 fanos
1	Small Bundle Consisting Receipts and other Papers in the Persian Language		

Madras May 9th 1794 Received of Mrs Anna Seth Ricet Administratrix

1

of Seth Ter Aviet deceased One of the Executors of Johannes Ouan Calder deceased the Several Papers mentioned in the above List.

Wm Taylor Deputy

Witness
L. Wilkinson
L. Popham

At the Request of the above Named Anna Seth Aviet I Stephen Popham of Madras Notary Public by Lawful Authority duly Admitted and Sworn do hereby Certify that Eldest Arrakel Deanis ians of Madras Armenian Merchant Attorney to Elias Minas of Calcutta Armenian Merchant duly Signed the above Paper Writing and that the Signature in the Armenian Language thereunto set and Subscribed is of the Proper hand writing of the said Arrakel Deanis ians and that the Signatures L. Wilkinson and L. Popham thereunto Set and Subscribed as Witnesses to the Execution of the said Power of Att. are of the proper hand writing of John Wilkinson One of the Attornies of the Mayor's Court at Madraspatnam, and of me the said Stephen Popham

In Testimony whereof I have hereunto set my Hand and Seal of my Office in Madras this Twenty Sixth Day of May in the Year of Our Lord One Thousand Seven Hundred and Ninety One in the Presence of John De Monte and Manoel Mendez witnesses hereto

Witnesses
John D'Monte
Manoel Mendez

Stephen Popham L.S.
Not. Publ.

A true Copy
L. Popham

Mayor's Court at Madrasapatnam

{ Tuesday the 29th Day of November Anno Domini 1791.

L.S.

Mayor's Court

Present

Josias Du Pre Porcher Esquire Mayor
William Webb — Andrew Ross and
James Daly — Aldermen

Between Elias Minas One of the Surviving Executors Nominated in the last Will and Testament of Johannes Hovan Calder late of Madrasapatnam Deceased by his Attorney Arakiel Dionisius of the same place Inhabitant Complainant and Manuel the Above Mentioned Administrator to the Estate and Effects of Sethu Iyer Also the Deceased Defendant

This Cause coming on to be Heard and Debated this Day in the Presence of the Attornies on both sides and Reading the Complainants Bill, the Defendants Answer with Copy of a Receipt Annexed, On Hearing the Pleadings made Thereof by the Attornies and due Consideration had Thereon, This Court Doth think fit to Order and Decree and do hereby Accordingly Order and Decree that the Defendant do put the Complainant Surviving Executor of Johannes Hovan Calder Deceased in Possession of the Whole of the Real and Personal Estate in other Hands belonging to the Estate and Effects of Johannes Hovan Calder Deceased and it is further Ordered and Decreed that the Defendant do pay the Costs of this Suit.

Decree

Filed this 3rd December 1795

To the Hon^ble the Mayor^s Court at Madraspatnam

Humble Complaining Sheweth unto this Hon^ble Court Your Orator Cumarasawmy Modeliar of Madras Inhabitant That Mootanaall Widow and Relict of Periacauwaraam Mootiapah Modeliar deceased of the same Place Inhabitant Stands Justly and truly indebted unto Your Orator in the full and Just Sum of three hundred and Sixteen Pagodas and Thirty Nine fanams Current Money of Madras making into Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One hundred and Twenty Six Pounds and fifteen Shillings or there abouts as will more fully and at large Appear by the Copies of a Mortgage Bond with Covenant to sue for and recover the same in this Hon^ble Court and all Interest thereunto Annexed for the Inspection of this Hon^ble Court which Your Orator prays may be taken as part of this his Bill of Complaint the originals whereof are in Your Orators Possession and Ready to be produced when required and Your Orator is further Shewn unto this Hon^ble Court that he hath frequently and in an Amicable manner requested Payment from the said Mootanaall of the said Sum of three hundred and Sixteen Pagodas and Thirty Nine fanams

But now so it is May it Please this Hon^ble Court the said Mootanaall Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General Relief as to this Hon^ble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Mootanaall may upon her Corporal Oath (full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were there again repeated and particularly interrogated and that She may be Decreed to pay unto Your Orator the aforesaid Sum of three hundred and Sixteen Pagodas and Thirty Nine fanams With all such Interest as now is or shall thereafter become due thereon also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Mootanaall to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court prefixed and appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet

This 3rd Day of December 1795
This Bill was shewn to and read the Day of Adjournment to a Summons Pondicherry Court day

Jn^o Wilkinson
Attorney for Complt^s

Jn^o du Pre Porcher
Mayor

Translation of a Mortgage Bond dated 10th Vyaasy of Veerodeiveta Year Answering to Anno Domini 20th May 1795

I Mootanaall Widow of Periacauwaraam Mootiapah Modeliar of Madras do give this Mortgage Bond to Cumarasawmy Modeliar Son of Tanuppa Mootiah Modeliar of the same Place that is to say

Jan

In Consequence of my urgent Occasions I have this Day Mortgaged to You my House and Site Situate the Bill of Sale situated at Peddenaigo Pallatheru Rotogaduingo Mootiahs Moodeliars Street in North Line between the Houses of Eranavore Caulatayah's Moodeliar and Condara Caulatayah's Chittyar together with Award given in my favor Regarding my Share by Gramatar and Borrowed and received of You the Sum of /298/ Two Hundred and Ninety Eight Star Pagodas Current Money of Madras which Sum I do hereby engage to repay You on or before the 30th Instant or 10th November with all Such Interest as shall or may become due thereon at the rate of 12 ℔ Cent ℔ Annum in default of which You are hereby Empowered to recover it by Prosecuting me in the Honble the Mayor's Court Thus I have given You this Mortgage Bond with my free will and Consent Witnesses Tamby Chandy Moodeliar and Chenga Chetty Ramoya Moodeliar by their Knowledge this Mortgage Bond Was drawn by Tamby Seavacaram

Witnesses Signed
Cheanhum
Ramoogam

/Marked/ Mootanaall

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

/Signed/ Ranganaudam
Interpreter

A true Copy
John Wilkinson
Atty for Compt

S.r
Mootanaall Widow and Relict of Tamby Chandy Moodeliar
Complt
Ramoo Moodeliar
Defendt
Defendants Account with Complt

						316. 32	
1791			To Balance Due				
May	20th	To Amount of Principal & Interest Mortgage Bond			298		
		Pagodas of this Date					
Nov.r	10th	To Interest Do from 20th May to this Day					
		is 6 Months and 10 Days at 12 ℔ Cent ℔ Annum			18. 32		
		Pagodas			316. 32		
						Mutta. 1. 32. 0	

Mayor's Court
Madraspatnam

Tuesday the 6th Day December
Anno Domini 1791

Present

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

Between Comarasawmy Modeliar of Madras Inhabitant Complainant and Mootanaal Widow and Relict of Penacauvanam Mootiapiah Modeliar Deceased of the Same Place Inhabitant Defendant.

The Defendant being in Court and Acknowledging the Justness of the Complainant's Demand This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant out of the Estate and Effects of Penacauvanam Mootiapiah Modelliar Deceased the full and just Sum of Three Hundred and Sixteen Pagodas and Thirty Nine Fanams Pagodas 316.39 " together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit

By Court

Filed 6th Decr 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of November Anno Domini 1791

Present

Josias Du Pre Porcher Esqr Mayor
William Webb — Andrew Ross and
James Daly — Aldermen

Venkatarawmiah by his Attg. Neal Mackenzie

Davella Goorroomoorty

The Attg for the Complainant pray that the Defendant may be Next Court Day appoint another Attorney to Act for him in the Room of Mr Henry Dudley — Ordered Accordingly

A true Extract

Gn Taylor Regr

In the Honble the Mayor's Court at Madraspatnam.

Between Venkatarawmiah by his Attorney Neal Mackenzie Complainant and Davallai Goorroomoorty Defendant.

The Affidavit of Thomas Jones one of the Serjeants of this Honble Court —

This Deponent Maketh Oath and Saith that he did on the third day of this Instant of December serve the above named Defendant with a Copy of the within Extract by leaving the same at his House —

Thos Jones

Sworn in Court
this 6th day of December 1791 —

Gn Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 6th Day of December Anno Dominii 1791

Present

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

Yanamundrum Venkatasamiah by his Attorney Neal Mackenzie
vers
Davella Govroomoorty

Affidavit of Thomas Service of Notice upon the Defendant to appoint another Attorney to Act for him and the Power of Mr Henry Degray Sworn to in Court Read and filed this day.

A true Extract

Filed this 6th December 1791

In the Honble the Mayor's Court at Madrasapatnam

Between Chundalavaraw Pennaul Pillah of Madras Dubash by his Acting Attorney Venkatadry Pillay of the same Place Inhabitant and Chinna Kistnamah Naick likewise of the same place Dubash Complainants
and
Vincent Corbett and Hugh Boyd of Fort Saint George Esquires Defendts

The Humble Petition of the above Named Defendants

Sheweth

That the above named Complainants Residents about

about the Sixth day of February in the Year of Our Lord One Thousand Seven hundred and eighty Nine filed their Bill of Complaint in this Honble Court against Your Petitioners for the Recovery of the sum of Five Thousand eight hundred and forty Nine Pagodas thirty three Fanams and Twenty two Cash Your Petitioners further Shew that they Appeared to the said Bill of Complaint and filed their Answer to which the Complainants Replied and Your Petitioners Rejoined and Issue being joined in the said Cause Witnesses were Examined and publication having Passed in the said Cause the same was Set down to be heard and was Accordingly heard on the Twenty fifth day of October Last When this Honble Court was pleased to Order and Decree that Your Petitioners should pay unto the Complainants the full Amount sued for with Costs of Suit

Your Petitioners further shew that Your Petitioners did on the Seventh day of November last past appeal from the Decree of this Honble Court to their Honble the Court of Appeals

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

And Your Petitioners will Pray

John Whiteside Attorney for the said Petitioners

Filed the 6th December 1793

In the Honble the Mayor's Court at Madrasapatnam

Between Mootia Pillay of Madras Inhabitant Complainant

and

Sunchapillay of the same place Inhabitant Defendant

The Humble Petition of the Above Named Complainant

Sheweth

That the Above Named Complainant did on or about the Twenty fourth day of July in the Year of Our Lord One Thousand Seven hundred and Ninety five file his Bill of Complaint in this Honble Court Against the above Named Defendant for the Recovery of the Sum of One Hundred & Six Pagodas and Interest thereof Your Petitioner further Sheweth that the said Defendant Appeared to the said Bill of Complaint & filed his Answer to which Your Petitioner Replied and the Defendant Rejoined thereto and Issue being Joined in the said Cause Witnesses were Examined and Publication having Passed in the said Cause the same was Set down to be heard and was Accordingly heard on the Fourth day of October last past When this Honble Court was pleased to Order and Decree that the Defendant should pay unto Your Petitioner the full Amount sued for with Costs of suit.

Your Petitioner further shews that the Defendant did on the Seventeenth day of October last past appeal from the said Decree of this Honble Court to the Honble the Court of Appeal but the said Defendant has Neglected to apply to this Honble Court to have the Readings in this Cause transmitted to the Honble the Court of Appeal.

May it therefore Please this Honble Court to Order that Register of this Honble Court do transmit the Readings in this Cause to the Honble the Court of Appeal that the same may Attend the Hearing of the said Appeal

And Your Petitioner will pray

John White Attorney for the said Petitioner

Filed the 6th December 1793

In the Honble the Mayor's Court at Madrasapatnam

Between Cujamum Sinnaquen of Madras Inhabitant Complainant

and

James West of the same place Inhabitant Defendant

The Humble Petitioner of the above Named Complainant

Sheweth

That the above Named Complainant did on the Nineteenth day of November in the Year of Our Lord One Thousand Seven hundred and Ninety five file his Bill of Complaint in this Honble Court against the above Named Defendant for the Recovery of the Sum of Three hundred and Thirty One Pagodas Three Fanams and Ten Cash Your Petitioner further Sheweth that the Defendant Appeared to the said Bill of Complaint and filed his Answer to which Your Petitioner Replied and the Defendant thereto Rejoined and Issue been joined in the said Cause Witnesses were examined and Publication having Passed in the said Cause the same was Set down to be heard and was Accordingly heard on the Twenty fifth

fifth day of October last past When this Honble Court was pleased to dismiss Your Petitioners Bill of Complaint in this Cause with Costs

Your Petitioner further Sheweth that Your Petitioner did on the Seventh day of November last past appeal from the Decree of this Honble Court to the Honble the Court of Appeals to have the pleadings in this Cause transmitted to the Honble the Court of Appeal

May it therefore please this Honble Court to Order that Register of this Honble Court do transmit the Pleadings in this Cause to the Honble the Court of Appeal that the same may attend the hearing of the said Appeal

And Your Petitioner will Pray

John White Attorney for the Petitioner

Filed the 6th Dec 1791

To the Honble the Mayors Court at Madraspatanam

Between Adiyah Petitioner and Moodoorunalinga Chitty by his Attorney Styles Owanjoh Respondent

In a Cause wherein the above named Moodoorunalinga Chitty by his Attorney Styles Owanjoh Complainant and Seeny vasa Pondien Narrain and Heirs of Narasinna Pondien the Deceased Defendant

The Humble Petition of the Above Named Complainant

Sheweth

That the above named Adiyah did sometime in the Year of Our Lord One Thousand Seven hundred and Eighty Seven Exhibit and file a Petition in this Honble Court in the above Cause setting forth that Your Petitioner had caused the Sheriff to affix his Seals upon a Piece of Ground and a Tank Situated lying and being at Triplicane between the Houses of Ramanoja Chariar and Godenna Veraperoomalen under pretence that the Premises were the Property of and belonged unto the above named Defendant for the Purpose of levying thereon the Sum of One Thousand Two Hundred and Forty Pagodas with Costs Awarded to Your Petitioner by the Decree of this Honble Court which Premises the said Adiyah did pretend to be his own Property by Virtue of a Copy of a Bill of Sale annexed unto the said Adiyahs Petition That Your Petitioner did Answer to the said Petition and Witnesses were Examined on the Part of the said Adiyah and the said Matter did come on to be heard on the Ninety Whereupon this Honble Court on due Consideration had thereon did think fit to Order and did accordingly Order that the Petitioners Adiyahs Petition be dismissed with Costs And Your Petitioner Sheweth that on the Twenty Sixth day of the said Month the said Adiyah did file a Petition unto this Honble Court to Rehear the said matter which was accordingly Reheard and Determined on the Second day of November in the aforesaid Year when this Honble Court did think fit to Order and did accordingly Order that the Order made in the said Matter on the Ninth day of July last Whereby the said Adiyahs Petition was dismissed do Stand Reversed and the said Petition be held good and that the Sheriffs Seals be taken off the Premises in Dispute and was further Ordered that each Party to pay their own Costs From which Your Petitioner did appeal to the Honble Court of Appeals at Madraspatanam

Your

Your Petitioner therefore Prays that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Matter to the Honble Court of Appeals to Attend the Hearing of the said Cause And Your Petitioner as in duty Bound

Shall Ever Pray

A. Dupuy
Atty Petr

Filed the 6th Decr 1794

In the Honorable the Mayor's Court at Madraspatnam

Between George Moubray Complainant

and

John Balfour Nathaniel Edward Kendersley and Sir John Menzies Executors of James Wooley deceased Defendants

The Humble Petition of the above named Complainant

Sheweth

That Your Petitioner on the Twenty fourth day of April One Thousand Seven hundred and ninety filed a Bill of Complaint against the above named Defendants as Executors as aforesaid for the recovery of a certain legacy left by the said James Wooley in his last will and Testament to Your Petitioner in manner as in Your Petitioners Bill is Set forth

That after the usual Proceedings were had the said cause came on to be heard on the Seventh day of June last when this Honble Court was pleased to order and Decree that Your Petitioners Bill should stand Dismissed with Costs from which Decree Your Petitioner hath Appealed

Appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Honble Court will be Pleased to order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble Court of Appeals to Attend the Hearing of the said Cause

L. Popham
Attorney for Compt

Filed 6th Decr 1794

To the Honble the Mayor's Court at Madraspatnam

Between Thomas Pelling Jehoiada Fines Senior Adriaan de Fines and Johor de Fines Complainants and Nicholas Gillet Defendt

The Humble Petition of the above named Defendant

Sheweth

That the above Named Complainants filed a Bill of Complaint against Your Petitioner for the Recovery of a certain Sum of Money Charged by the Complainants to be due by Your Petitioner upon a Bill of Exchange Copy whereof is Annexed to the Complainants said Bill of Complaint

That the usual Rules having passed for Your Petitioner to Answer and before such Answer could be prepared in time to be filed this Honble Court were pleased to give a Decree on the Twenty first Day of June last in favor of the Complainants with Costs to be paid by Your Petitioner from which said Decree Your Petitioner have appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Honble Court will be Pleased to Order the Register of this Honble Court to send up the Original Papers

Papers in the above Cause to the said Court of Appeals to Attend the
hearing of the said Cause

S.t Poynham
Atty for Defendant

Filed 6th Decr 1794

In the Honble the Mayor's
Court at Madraspatnam

Between Charlotte Mackintosh
Administratrid of Angus Mackintosh
Deceased Complainant And Cottrell
Barrett Defendant

The Humble Petition of the above Named Defendant

Sheweth

That the above Named Complainant on the Third day of
July One Thousand Seven hundred and Ninety filed a Bill of Comp-
laint against Your Petitioner for the Recovery of a certain Sum of
Money charged by the Complainant to be due to him from Your Peti-
tioner upon a Mortgage Bond a Copy whereof is Annexed to the
Complainants said Bill of Complaint

That after the usual Proceedings were had the said Cause came
on to be heard on the Twenty Ninth day of March last when this
Honble Court were Pleased to order and Decree that Your Petitioner should
Pay the Complainants Demand with Interest and Costs of Suit From
which Decree Your Petitioner hath Appealed to the Honble the Court
of Appeals at Madraspatnam

Your Petitioner therefore prays that this Honble Court
Court will be pleased to Order the Register of this Honble Court
to send up the Original Papers in the above Cause to the Honble
the

the Court of Appeals to attend the Hearing of the said Cause

S.t Poynham
Attorney for Defendt

Filed the 6th Decr 1794

In the Honble the Mayor's
Court at Madraspatnam

Between Charlotte Mackintosh
Widow and Administratrix of Angus
Mackintosh Deceased Complainant and
Zachariah Black of the same place
Merchant Defendant

The Humble Petition of the above Named Defendant

Sheweth

That the above Named Complainant filed a Bill of
Complaint against Your Petitioner for the recovery of a certain Sum
of Money Charged by the Complainant to be due by Your Petitioner
upon an Account Copy whereof is Annexed to the Complainants said
Bill of Complaint

That the Usual Rules having Passed for Your
Petitioner to Answer and before such Answer could be prepared
in time to be filed this Honble Court were pleased to give a Decree
on the First day of March last in favour of Complainant with Costs
to be paid by Your Petitioner from which said Decree Your Petitioner
have applied to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Honble Court will be
Pleased to Order the Register of this Honble Court to send up the Orig-
inal Papers in the above Cause to the said Court of Appeals to Attend
the hearing of the said Cause

S.t Poynham
Attorney for Defendt

Filed the 6th December 1791

To the Honble the Mayor's Court at Madraspatnam

Between William Burke Esqr Complainant and Josias Du Pre Porcher Esqr Defendant

Sheweth

That Your Petitioner did on the fifth day of May in this Present Year of Our Lord One Thousand Seven hundred and Ninety One Exhibit and file this Bill of Complaint in this Honble Court Against the above Named Defendant for the Recovery of a certain Sum of Money due and owing by the said Defendant to Your Petitioner

And that the said Defendant did appear to the said Bill by his Attornies on or about the Tenth day of the said Months of May and did file a Demurrer thereto, and Your Petitioner on or about the twenty first day of June last past But this Honble Court were pleased to Order that Your Petitioners said Bill should stand dismissed with Costs from which said Order Your Petitioner did Appeal to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of the said Cause

And Your Petitioner as in duty Bound Shall Ever Pray

H. Dupuy
P. Walker
Attornies for the Complainant

Filed 8th December 1791

To the Honble the Mayor's Court at Madraspatnam

Between William Dewaynes and Samuel Peppys Cockerell of the County of Middlesex in the Kingdom of Great Britain Esquires Acting Executors of Sir Robert Barker Knight and Baronet deceased by their Attornies Charles Cockerell and Henry Trail of Calcutta in the East Indies Esquires by their Attornies William Balfour John Spalding and Oliver Coll of Madras Esquires Complainants

and

James Call of Fort Saint George Esquire Defendant

The Humble Petition of the above named Defendant

Sheweth That the above named Complainant on the Twenty first day of November One Thousand Seven hundred and Eighty Nine filed a Bill of Complaint against Your Petitioner for the Recovery of a certain Sum of Money charged by the Complainants to be due to him from Your Petitioner upon a Bond or Obligation a copy whereof is annexed to the said Bill of Complaint

That after the usual proceedings were had the said Cause came on to be heard on the Thirtieth day of April last when this Honble Court was pleased to order and Decree that Your Petitioner should pay the Complainants the Demand with Interest and Costs of Suit from which Decree Your Petitioner hath appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays that this Honble Court will be pleased to order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of the said Cause

S. Popham
Attorney for Defendt

Filed 7th May 1794

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Hon.ble Court Your Orator Annachella Chetty of Madras Merchant
that Oranje Noorubey of the same Place Merchant Stands Justly
and truly indebted unto Your Orator in the full and just Sum of
Three Hundred and Ninety Star Pagodas Thirty Nine Fanams and
Seventy Cash Current Money of Madras Making in Sterling Money
of Great Britain at the rate of Eight Shillings for every Pagoda
the Sum of One hundred and Fifty Six Pounds Seven Shillings or
thereabouts as doe more particularly and at large Appear by the
Copies of an Account Current and Translations of a Bond hereunto
Annexed for the Inspection of this Hon.ble Court which Your Orator
Prays may be Admitted as part of this his Bill of Complaint the
Originals of which are in the Possession of Your Orator and ready to be
Produced whenever this Hon.ble Court shall Require and Your Orator
further Sheweth unto this Hon.ble Court that he hath frequently and
in an Amicable Manner Requested Payment from the said Oranje
Noorubey of the said Sum of Three Hundred and Ninety Star
Pagodas Thirty Nine Fanams and Seventy Cash

But now so it is May it Please this Hon.ble
Court the said Oranje Noorubey Obstinately and Wilfully refuses
to pay the same or to give Your Orator any Manner of Satisfaction
touching the Premises Your Orator therefore prays a General Relief
Such as to this Hon.ble Court shall Appear Agreable to Equity and
Good Conscience To the End therefore that the said Oranje
Noorubey May upon this Corporal Oath fully True Direct and
Perfect Answer Make to all and Singular the Matters and Things
herein before set forth and Alledged as fully truly and Effectually
to all Intents and Purposes as if the same were herein again Repeated and
Particularly
Particularly Interrogated and that he may be Directed to pay unto Your
Orator the aforesaid Sum of Three Hundred and Ninety Star Pagodas Thirty
Nine Fanams and Seventy Cash with all Such Interest as now is or shall
hereafter become due thereon also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Oranje
Noorubey to be Summoned and Required by the Sheriff of Fort St. George
Town of Madrasapatnam and the Districts thereof Personally to be and
Appear before this Hon.ble Court at a Certain Time and Place to be by this
Hon.ble Court Prefixed and Appointed Then and There to Answer this
Your Orator's Bill of Complaint and further to Stand to and Abide by
Such Order and Decree therein as to this Hon.ble Court shall Seem Meet

J. Walker
Att.y for Compt.s

Fort St. George 7th May 1794
This Bill was shewn to Court in the Stages of
Adjournment Let a Summons issue Returnable
Next Court day Jos. du Pre Porcher
Mayor

Dr. Oranje Noorubey in Acct. Curr.t with Annachella Chetty Cr.

1790 March 12	To the Amount of Your Bond of this date and Payable in 8 Months Negotiee	375	"	"	1795 May 2	By Balance	390	39	70
	To Interest on Pags. 375 from 12 March 1790 to 2 May 1794 being 3 Years and 20 Days at 9 p.Ct p Annum	15	39	70					
	Pagodas	390	39	70		Pagodas	390	39	70

Fort St. George 2 May 1794
Errors Excepted
A true Copy
P. Walker
Att.y for Compt.t

Translation of a Bond Dated 12th March 1790

I Nooruboye Ibraamnjee Saib of Madras do give this Bond to Aroonachella Chitty Company's Sheroff of the same place That is to say

I do hereby engage to pay You the Sums of ₹ 375 / Three Hundred and Seventy five Star Pagodas ₹ Which is due to You on Account of the Respondential Bond given You by Maulimy Madina Saib ₹ in the space of Eight Months with Interest at the rate of 9 ₹ Cent ₹ Annum In default of ₹ which You are hereby empowered to Sue in the Mayor's Court and Recover the Money Hereby Have Voluntarily given This Bond Witness Ibraamnjee Saib and Sawmy Chitty by their Knowledge this Bond was Drawn by Sooriand

Witness's (Signed) Sawmey

(Signed) Ibraamjee Nooruboy
Star Pags 375. to Interest
the time for the Payments
8 Months

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

Ranganaudom
Interpreter

A true Copy
J. Walker
Atty for Compt

Filed the 20th May 1791

In the Hon^ble the Mayor's Court at Madraspatnam

Between Aroonachella Chitty of Madras Inhabitant Complainant and Ibraanjee Nooruboy of the same Place Merchant Defendant

The Affidavit of Aroonachella Chitty the above Named Complainant

This Deponent Maketh Oath and Saith that Ibraanjee Nooruboy the abovenamed Defendant Stands Justly and truly indebted unto this Deponent in the full and just Sums of Three hundred and Ninety Star Pagodas Thirty Nine Fanams and Seventy Cash Current Money of Madras and this Deponent further Maketh Oath and Saith that the Defendant has been within the Jurisdiction of this Honble Court since the Cause of Action Arose

(Signed) Aroonachellum

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

Ranganaudom
Interpreter

Mayor's Court at
Madras Patam

Tuesday the 6th Day of December
Anno Domini 1791

L.S.

Mayor's Court

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

Between Annachella
Chitty of Madras Merchant Complt
and Ibranjee Nowrojee Bay of
Hussanee Place Merchant Defendant

It Appearing by the Records of this
Court that the Space of Six Months the Time Limited in His
Majestys Charter for the Defendants Effects and as the Defendant
has not made any Appearance in Court to Answer the Complts
Bill This Court doth therefore think fit to Order and Decree
and doth Accordingly Order and Decree that the Defendant shall
Pay unto the Complainant the full and just Sum of Three Hundred
and Ninety Star Pagodas Thirty Nine Fanams and Seventy Cash
Star Pagodas Pagodas 390.39.70 / together with all such
Interest as now is or shall hereafter become due thereon untill full
Payment be made also all Costs of this Suit

By Court

Filed 6th Dec. 1794

In the Hon^ble the Mayor's Court at Madrasputnam

James Flower Complainant

and

Margaret P. Bracey Defendant

John Wilkinson the Attorney for the Defendant in the above Cause Maketh Oath and saith that sometime about the fifteenth day of November last this Deponent caused his Client to Address a Letter to William Legrery as Material Witness to be Examined in this Cause on her behalf directed to Cuddalore Enclosing him a Commission from this Hon^ble Court to Examine him to certain Interrogatories that the said Margaret P. Bracey on Saturday last Delivered to this Deponent the several Annexed Letters from perusing which this Deponent believes that the said Legury was not at Cuddalore to be Examined but this Deponent believes from perusing a Letter of the said William Legurys Letter is Likewise hereunto Annexed that the said Legury is now at Cuddalore and ready to be Examined Under the Commission Already Granted for that purpose by this Hon^ble Court And this Deponent Saith that if this Hon^ble Court will be pleased to Enlarge Publication in this Cause for One Month More He this Deponent will Procure all Delegined to have him Examined in the Cause

John Wilkinson

Sworn in Court this 6th day of December 1794

Ch^s Taylor Reg^r

Copy of a Letter to Serj^t Legery at Cuddalore

M^r Legery

I wrote to You on the 5th of this Month to Trichinopoly Wishing to know at what place You resided at time which time I have not received any Answer which makes me very uneasy, as my Suit at Court chiefly Depends upon You, I should be very happy to know at what place You now are, my Attorney wishes to Write to You on the Subject Therefore I have to request this favour of You in doing of which You will greatly Oblige

Your Very Obl^t

P. Gill

29th Nov^r 1794

M^r Legery

I Have Your's dated the Sixteenth and am happy to hear You are well I wish You would be in Madras before the time mentioned in Your's but must at present by the Favour of You to Inform me how long Your stay will be at Trichinopoly as my Attorney wishes to write to You respecting the Affair between Flowers and me and it is likewise out of our Court purposely to wait Your Answer which I must beg the Favour of Immediatly on the Receipt of this If Your stay is not long at Trichinopoly and You are going to Cudalore be equally as expeditious in geving me an Answer to this

Your Very Obl^t

P. Gill

Madras

3rd Nov^r 1794

To Serj^t Major Legery Trichinopoly

Copy

To Mr. Gill

I Answerd Your favour to me from Trichinopaly and have Remitted an Answer, I am Now in Cuddalore and will think You to inform me as soon as Possible Whether David McVeigh is in the Debtors Prison at Madras as the Report is Current Here I also wish to know if You wish me to Come to Madras Concerning Your Estate if so I hope You will furnish me with a Conveyance, and if You please Comply with this that I will proceed on the Day after Your Answer to this Came to hand Dont Let me forget to hope these will find you in perfect health and Clara Desires to be remembered to You kindly

I Conclude
Yr. Sincerely to Serve
Wm. Segery

Cuddalore
1st Decr. 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of December Anno Domini 1791

Present

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

James Flowers
vers.
Margarett Bracey

Mr. John White Attorney for the Complainant prays that Publication may pass in this Cause to which the Opposite Attorney Objects and prays leave to file an Affidavit of his own which is Sworn to in Court by him this day with three Letters Annexed and Pray

Pray that he may be allowed a further time of One Month for the Examination of Witnesses. The Court having taken the same into Consideration it is Ordered that One Month be allowed and that the Time for the Return of the Commission issued in this Cause for the Examination of William Sedgley be extended to that time.

A true Extract

Filed the 1st November 1791

In the Honble the Mayors Court at Madrapatnam

Between Arechagillah of Madras Inhabitant Administrator of Ryapooram Villah late formerly of Madras Debased but now Complainant and Cundapia Gra- mony the Brother heir and Legal Representative of Madapia Grammony Deceased Defendant.

The Humble Petition of Venkatachellum and Maliapen

Sheweth

That the said Arechagillah did on the Eleventh Day of June in the present Year of Christ One Thousand Seven hundred and Ninety One file a Bill of Complaint against the above Named Defendant for the Recovery of the Sum of Two Thousand Nine hun- dred and Seventy One Pagodas three Fanams and Sixty Cash as in the said Bill of Complaint the above named Defendant did appear by his Attorney Mr. Stephen Popham and the usual Rules having been issued for the Defendant to Answer the Complainants Bill which he had Neglected doing this Honble Court was pleased on the twenty Sixth Day of July in the Year aforesaid to grant a Decree in favor

favor of the said Complainant for the recovery of the said Sum of Two Thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash and Interest that fourteen days the time Limited by His Majesty's Charter for Appealing therefrom having expired and no Appeal Lodged this Hon^ble Court was pleased on the fourth of July last to grant a Warrant of Execution against the Goods and Chattels of the above Named Defendant and which said Warrant of Execution being Directed to the Sheriff of the Town of Madrasapatnam and the Bailiffs thereof he the said Sheriff instead of Seizing the property of the said Cundayah Grammy did Seize on a Certain House and Ground Situated in Pedda Naicko Pallahsm Paddary Coil Street between the Houses of Cundayah and Rama Chilly Containing in Length from East to West Two hundred and forty Eight feet and a quarter and in Breadth from North to South thirty one feet the property of Your Petitioners.

Your Petitioners further shew unto this Hon^ble Court that Your Petitioners Grand father named Madayah Gramminy long since deceased had three Sons Namely Issapen Yagapen and Chinah Issapen the Father of whom and now also deceased was Your Petitioners Father that Your Petitioners Grand Father among other property left a Large Piece of Ground Part of the Ground now in question in a part that the said Issapen Yagapen and Chinah Issapen Your Petitioners said father did some time after the death of Your Petitioners said Grand father divide the said Ground between them two thirds whereof were kept and retained by the said Issapen and Yagapen and One third which is the Ground in Question was given to Chinah Issapen Your Petitioners said Father as his share or Portion of their said Paternal Estate.

Your Petitioner shew that the said Division of the said Estate took Place sometime in the Year of Christ One Thousand Seven hundred and forty Seven that immediately Afterwards Your Petitioners Father built a Dwelling House thereon out of his own private property and enjoyed the same during his life time upwards of thirty five Years without the let or Molestation of any Person or Persons whatsoever and paid the Quit Rent thereof which was demanded in his Name and that since his death Your Petitioners have enjoyed the same.

Your Petitioners therefore humbly pray that this Hon^ble Court will be pleased to Order the said Sheriff to take his Seals off the premises aforesaid that Your Petitioners may enter into the Quiet enjoyment of the same and further that Your Petitioners be Allowed all Costs they have or this behalf and at the Instance of the Complainant above Named most Wrongfully Sustained.

J. Stuart Hall for himself &
John Hamilton
Atty for Pet^r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13^th Day of December Anno Domini 1791

Present

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

Anchapillah Administrator of Appoo Pillah Deceased
ver^s
Cundayah Gramminy

M^r John White Attorney for the Complainant Consents to the Sheriffs Seals being Taken off of Certain Premises mentioned in the Petition filed on behalf of Venkatachellum and Malayen which have

have been Signed by virtue of a Warrant of Execution issued in this
Cause and to pay the Costs Attending the Petition Ordered Accordingly

Vera Extract

Filed the 19th Novr 1794

In the Honble the Mayors
Court at Madraspatanam

Between Anucha Pillah of Madras
Inhabitant Administrator of Appoo Pillah
Formerly of Madras Dubash but now Deceased
Complainant and Condapa Graminy the
Brother heir and Legal Representative of
Vadaya Graminy Deceased Defendant

The Humble Petition of Chengenny the Son of Coothey Deceased

Sheweth

That the said Anucha Pillah did on the Eleventh Day of June
in the present Year of Christ One Thousand Seven hundred and Ninety
One file a Bill of Complaint against the above Named Defendant for
the Recovery of the Sum of Two Thousand Nine hundred and Twenty
One Pagodas Three Fanams and Twenty Cash to which said Bill of
Complaint the above Named Defendant did Appear by his Attorney Mr
Stephen Popham and the usual Rules having Issued for the Defendant
to Answer the Complainants Bill which he had Neglected doing this
Honble Court was Pleased on the Twenty Sixth Day of July in the Year
aforesaid to grant a Decree in favor of the said Complainant for the Reco-
very of the said Sum of Two Thousand Nine Hundred and Twenty One
Pagodas Three Fanams and Sixty Cash and Interest that Fourteen days
the time Limited by his Majesty's Charter for Appealing there from having
Expired and no Appeal Lodged this Honble Court was Pleased on the
Tenth

of July last to grant a Warrant of Execution against the Goods
and Chattles of the above Named Defendant and which said Warrant
of Execution being directed to the Sheriff of the Town of Madraspatanam
and the Districts thereof he the said Sheriff instead of Seizing the Pro-
perty of the said Condapa Graminy did Seize a certain House
and Ground Situated in Pedda Naiko Pettah in Paddary Coil Street
between the Houses of Condapa and Rama Chitty Containing in
Length from East to West Two hundred and Forty Eight Feet and
aqueerter and in Breadth from North to South Thirty One Feet the
Property of Your Petitioner

Your Petitioner Further Sheweth unto this Honble Court that
Your Petitioner Great Grand Father Named Vadaya Graminy Lang
Since Deceased had Three Sons Namely Iragapen Yagapen and Chinna
Iragapen that Yagapan also Deceased was Your Petitioners Grand Father
that Your Petitioners Great Grand Father Among other Property Left a
Large Piece of Ground whereof the Ground Now in Questions is a part
that the said Iragapen Chinna Iragapen and the said Yagapen Your
Petitioners said Grand Father did Some time after the Death of Your
Petitioners said Great Grand Father divide the said Ground between
them into Three equal Shares one whereof was given to Iragapen One
to Your Petitioners Grand Father the said Yagapen and the other to
the said Chinna Iragapen which is the Ground Now in Question as
Share or Portion of their Said Paternal Estate

Your Petitioner Show that the said Division of the said Estate
took Place Some time in the Year of Christ One Thousand Seven hundred
and Forty Seven that Immediately afterwards Your Petitioner Grand
Father built a Dwelling House thereon from and out of his own
Private Monies and enjoyed the Same during his Life time and upwards
of Thirty five Years without the Let or Molestation of any Person or Persons
Whatsoever

Your Petitioner therefore Humbly prays
that this Honble Court will be pleased to

Order

Order the said Sheriff to take his Seal off the Premisses aforesaid that Your Petitioner may enter into Quiet enjoyment of the same and further that Your Petitioner be Allowed all Costs he has Sustained and may sustain by his not having been put in Possession and may hereafter Sustain at the Instance of the Complainant above Named.

Stuart Hall for himself and
John Hamilton Atty for Pltr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of December Anno Domini 1791

Present

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

Anchapillah Administrator of Ayyoo Pillah Deceased
ver.
Chengnery

Mr. John White Attorney for the Complainant Consents to the Sheriffs Seals being taken off of Certain Premises mentioned in the Petition filed on behalf of Chengnery which have been Seized by virtues of a Warrant of Execution issued in this Cause and to pay the Costs Attending the Petition Ordered Accordingly.

A true Extract

Filed this 9th Novemr 1791

In the Honble the Mayors Court at Madraspatanam

Between Anchapillah Administrator of Ayyoo pillah Complainant and Condapah Grammy Defendant

The Humble Petition of Condavarayen Son of Irshapen

Humbly Sheweth

That the said Anchapillah did on the Eleventh day of January the Present Year of Christ One Thousand Seven hundred and Ninety one file a Bill of Complaint against the above named Defendant for the Recovery of the Sum of Two Thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash to which said Bill of Complaint the above named Defendant did appear by his Attorney Mr. Stephen Popham and the usual Rules having issued for the Defendant to Answer the Complainants Bill which he had Neglected doing this Honble Court was pleased on the Twenty Sixth Day of July in the Year aforesaid to grant a Decree in favor of the said Complainant for the Recovery of the said Sum of Two Thousand Nine hundred and Twenty One Pagodas three fanams and Sixty Cash and Interest that Fourteen Days the time limited by his Majestys Charter for Appealing therefrom having expired and no Appeal Lodged this Honble Court was pleased on Tuesday the day of July last to Grant a Warrant of Execution Against the Goods and Chattles of the above named Defendant and which said Warrant of Execution being directed to the Sheriff of the Town of Madrasapatnam and the Districts there of the said Sheriff instead of Seizing the property of the said Condapah Grammy did seize on a Certain House and Ground Situated in Poddar Naicke Pettah in Paddary Coil Street between the Houses of Condapah and Rama Chitty containing in Length from East to the

the West two hundred and forty Eight feet and a quarter and in
Broad Mesures North to South thirty feet the property of Your Petitioner

Your Petitioners further Shew unto this Hon^ble Court
that Your Petitioner Grand Father named Vadagiah Graminy being
since Deceased had three Sons Namely Irsapen Yagapen and Chinah
Irsapen the former of whom was the Father of Your Petitioner that Your
Petitioners Grand Father Among other property Left a large Piece of
Ground wherein the Ground now in Question is a part that the said
Irsapen Yagapen and Chinah Irsapen the former of whom was
Your Petitioners father did some time after the death of Your Petitioners
said Grand Father divide the said Ground between them into three
equal shares One where of was given to Your Petitioners father the said
Irsapen which is the Ground in Question One to China Irsapen and
the other to Yagapen as their portion of their said Paternal Estate

Your Petitioner Shew that the said Division of the said
Estate took place some time in the Year of Christ One Thousand Seven
hundred and forty seven that immediately Afterwards Your
Petitioners Father built a Dwelling House thereon from and out of
his own proper Monies and Enjoyed the same during his life time
upwards of thirty five Years without the let or molestation of any
Person or Persons whatsoever paid the Quit Rent thereof which was
demanded in his name and that since his death Your Petitioners
have enjoyed the same

Your Petitioner therefore pray that this Hon^ble Court
will be pleased to Order the said Sheriff to take his
Seals off the Premisses aforesaid that Your Petitioners
may enter into the quiet enjoyment of the same
and further that Your Petitioner be Allowed all
Costs they have on this behalf and at the Instance of the
Complainant above named most Wrongfully sustained

Stuart Hall for himself and
John Hamilton Atte^y for Pet^rs

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 13^th Day of December Anno Domini 1791

Present

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

Anchapillah Administrator of Appoo Pillah Deceased
vers
Tondawarayen

Mr^r John White Attorney for the Complainant Requests that
Sheriffs Seals being taken off of Certain Premises mentioned in the
Petition filed on behalf of Tondawarayen which have been Seized by
Virtue of a Warrant of Execution issued in this Cause and the pay
the Costs Attending the Petition Ordered Accordingly

A true Extract

Fiat 11th 6th Decem^r 1791

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

In the Cause of Anchayellah Administrator of Appoo Pillah Deceased
vers
Cundayah Graminey

The Humble Petition of the United Company of Merchants
of England trading to the East Indies by their Agents or Representatives

Major

Major General William Medows Governor of Fort Saint George and President of the Council Thereof Sir Charles Oakely Baronet William Petrie and John Huddleston Esquires Members of the Council Thereof

Sheweth

That the above named Anechajillah as Administrator as aforesaid did file a Bill of Complaint against the said Cundajah Graminy to recover certain Sums of Money Charged by the said Complainant to be due to the Defendant

That the Defendant Appeared by his Attorney and the Usual Rules having passed for him to Answer the Complainants Bill and the Defendant having neglected to Answer this Court was pleased to Order and Decree and did Accordingly Order and Decree that the Defendant should pay unto the Complainant the Sums Sued for together with Costs of the Suit And fourteen days the time prescribed by the Charter for satisfying the Decree of this Court or Appealing therefrom and no Satisfaction having been made or Appeal lodged this Honble Court did Order a Warrant of Execution to issue to Seize the Effects of the Defendant which Warrant did Accordingly issue under date the Twenty third of August last by Virtue whereof the Sheriff of Fort Saint George did Seize certain Premises which were shewn to him as the Premises of the Defendant and he Accordingly Advertised the said Premises for Sale as by the Copy of the Advertisement for such Sale hereunto Annexed may Appear which Copy Your Petitioners pray to be taken as part of this Petition

Your Petitioner shew that the Property so seized is the Property of Your Petitioners as the Sole and exclusive Proprietors and Possessors of all Lands Tenements Hereditaments and Premises Rights and Privileges in the Town of Madrasapatnam Presidency of Fort Saint George and all the Forts Factories Territories and Lands Subject or Subordinate to the said Presidency of Fort St George which have not been expressly Alienated by Bill of Sale or other Document to transfer the Property,

And

And they Submit to the Consideration of this Honble Court that as the said Defendant is not in Possession of any Documents to prove his Title thereto and that it was the Duty of the Complainant to have informed himself before he shewed the Property to the Sheriff Your Petitioners pray that the Sheriff may be Ordered to remove the Seals from the Premises so seized and that the Complainant may be Ordered to pay all Costs of this Petition

J. Popham
Atty for Petr

Fort St George 25th Novr 1791

Anechajillah Administrator of Appoo Pillah Deceased
Mors
Cundajah Graminy

Public Notice is hereby given that on the 5th and 7th of December Next will be sold by Public Outcry at the Sea Gate in the Fort between the hours of 10 and 12 in the forenoon of each day Viz

On the 5th a Large Garden containing 4 Cawnies or thereabouts Planted with 476 Cocoanuts 94 Mangoes 41 Guaves 60 Jacks 20 Oranges 19 Limes 36 Nutts and Numerous other Fruit Trees with a Tank and a half Cawney of Ground for Cultivations thereon Situated in the Villages of Sallavaydal between the Gardens of Nayaroo Palla Kistnama's Chitty and Pedda Naick

And on the 7th a Certain Privelege of an Inhabitant in the aforesaid Village Viz 2 Cawnies of Mannyam or free gift & Cawney containing the House and back Yard Ground Planted with 147 Cocoanuts 16 Palmiras 17 Nutts 2 Wells and other Emoluments thereinto being the property of the above named Defendant and Seized by order of the Honble the Mayors Court the Conditions of Sale will be Mentioned at the times and places of Sale

/ Signed /
Tho.s Pearce Sheriff

A True Copy

J. Popham
Atty for Petrs

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of December Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and John Milford
Aldermen

Anchayyillah Administrator of Ayyavi Pillah Deceased

Petition vers. The United Company of Merchants of England Trading to the East Indies by their Agents or Representatives Major General William Medows Sir Charles Oakley Bart. William Petrie and John Huddleston Esquires

Mr. John White Attorney for the Complainant Consents the Shariffe Seale being taken off of certain Premises mentioned in the Petition filed on behalf of the United Company which have been Seized by virtue of a Warrant of Execution issued in this Cause and to pay the Costs Attending the Petition Ordered Accordingly

A true Extract

Filed this 13th December 1791

To the Honble the Mayor & Court at Madraspatnam

Between Nurrasawmy Pillay by his Attorney Francis de Souza of Madras Inhabitant Complainant and Coratore Vencatachellapatchi of the same Place Inhabitant Defendant

The Humble Petition of the abovenamed Complainant

Shal Your Petitioner did on the Twelfth day of September in the Year of Our Lord One Thousand Seven hundred and Eighty eight exhibit and file his Bill of Complaint in this Honble Court against the abovenamed Defendant for the Recovery of a certain Sum of Money due and owing by the said Defendant unto Your Petitioner

That after the usual Proceedings in this Honble Court were commenced to be heard on the Twenty Sixth day of March in the present Year One Thousand Seven hundred and Ninety One when this Honble Court were pleased to Decree that the said Defendant should pay unto Your Petitioner the Summons for with Interest Costs of Suit from which said Decree the said Defendant did Appeal to this Honble the Court of Appeals of Madraspatnam

Your Petitioner therefore prays that this Honble Court will be pleased to Order the Register to Send up the Original Papers in the above Cause to this Honble the Court of Appeals to Attend the Hearing of the said Cause

And Your Petitioner as in duty bound shall Ever Pray

H. Dupuy
Atty for Pet.

Filed the 13th December 1791

To the Honble the Mayor's Court at Madraspatnam

Between Cavoor Mootiah Moodelly of Madras Inhabitant Complainant and Poroothathummbettia Ramiah of the same Place Inhabitant Defendant

The Humble Petition of the Above Named Complainant

Sheweth

That Your Petitioner did on the Second day of April in this present Year of Our Lord One Thousand Seven hundred and Ninety One exhibit and file this Bill of Complaint in this Honble Court against the above named Defendant for the Recovery of a certain Sum of Money due and owing by the said Defendant unto Your Petitioner

That the said Defendant did on the Sixteenth day of August Appear in this Honble Court by his Attornies at Law and that the Usual Rules have issued for the said Defendant to Answer Your Petitioners said Bill which he has hitherto Neglected doing whereupon this Honble Court did pass a Decree that the Defendant should pay unto Your Petitioner the Sum sued for with Interest and Costs of Suit from which said Decree the said Defendt did Appeal to the Honble the Court of Appeals at Madrasputnam

Your Petitioner therefore Prays that this Honble Court will be Pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the Hearing of the said Cause And Your Petitioner as in Duty bound

Shall Ever Pray

H. Dickens

Atty for Petitr

Filed the 13th December 1791

To the Honble the Mayor's Court at Madrasputnam

Between Sultan Singanah Chitty of Madras Merchant Administrator of all and Singular the Goods Chattels and Effects of Sultan Pooley Chitty late of Madras aforesaid Deceased by his Attorney Augustin Burton also of the same Place Inhabitant Original Complainant and Cross Defendant and Allolooy Puddoomanabadoo also of Madras Inhabitant Original Defendant and Cross Complainant

The Humble Petition of the above named Complainant Sultan Singanah Chitty by his Attorney Augustin Burton

Sheweth That on or about the thirteenth day of November in the Year One Thousand Seven hundred and Eighty Six Your Petitioner did file his Bill of Complaint in this Honble Court for the Sum of One Thousand Six hundred and fifty four Pagodas and two fanams due upon a Bond to which the Defendant did appear and put in his Answer and did also file a Cross Bill of Complaint to which Your Petitioner did put in his Replication and Cross Answer and the other usual Proceedings were had thereon issue was also thereupon joined on or about the day of One Thousand Seven hundred and Eighty and several Rules Passed for examining Witnesses

Your Petitioner sheweth further that he did examine several Witnesses in support of his said Bill and was about to pray Publication should cease when the Original Defendant and Cross Complainant thought proper to move this Honble Court that Your Petitioner Witnesses might attest their Depositions by taking their solemn Oath at the Pagoda of Triplicane which being over ruled the said Original Defendant and Cross Complainant did appeal therefrom to the Honble the Court of Appeals

Appeals but has hitherto neglected to file any Petition to this Hon^ble Court Praying that the necessary Papers might be sent up to the Court of Appeals by Reason whereof the said Appeal has not been heard and Your Petitioners Suit is Altogether at a Stand.

Your Petitioner therefore humbly Prays this Hon^ble Court that they may be pleased to Order their Register to send up such of the Proceedings in the above Cause as may be Necessary to Attend the hearing of the said Appeal.

And Your Petitioner shall ever pray.

P. Walker
Atty for P.^r

Filed this 3^d Decem^r 1794

To the Hon^ble the Mayor^s Court at Madraspatnam

Between Samuel Chaplin
by his Attorney Alexander Melvin
Complainant and James West
Defendant

The humble Petition of the above named Complainant

Sheweth

That Your Petitioner did on or about the 21^th Day of February which was in the Year of Our Lord One Thousand Seven hundred and Ninety by his Attorney file and exhibit a Bill of Complaint in this Hon^ble Court against the above named Defendant for the recovery of the Sum of Two hundred and Twenty eight Pagodas Thirty three Fanams and Seventy Cash Current Money of Madras upon a certain Bond or Written Obligation Copy whereof is to the said Bill and put in an Answer thereto And Your Petitioner having pray'd that the said Cause might be set down to be heard on Bill and Answer it was accordingly set down and came on to be heard on the Fourth Day of May in the said Year of our Lord One Thousand Seven hundred and Ninety when this Hon^ble Court were pleased to Order and Decree the said Defendant to pay unto Your Petitioner the full Amount Sued for with all Costs of Suit.

Your Petitioner further sheweth that the said Defendant did on the Seventeenth Day of the said Month of May which was in the Year of Our Lord One Thousand Seven hundred and Ninety appeal from the Decree of this Hon^ble Court to the Court of Appeals but that the said Appellant has Neglected to apply to this Hon^ble Court to have the pleadings in this Cause transmitted to the Court of Appeals

Your Petitioner therefore most humbly Prays this Hon^ble Court will be pleased to Direct their Register to transmit the Pleadings in the Cause to the Hon^ble the Court of Appeals that the same may Attend the hearing of the said Appeal

And Your Petitioner shall ever Pray &c

G^o Chalmer
Atty for Pet^r

Filed the 13th Decr 1791

To the Honble the Mayor's Court at Madraspatnam

Between Elizabeth Tierney of Madras Inhabitant Complainant and Shashapilla and Vasoo Davah of Madras Inhabitants Defendant.

The Humble Petition of the Above Named Complainant

Sheweth

That Your Petitioner did on the Twenty Eighth day of September in the Year of Our Lord One Thousand Seven hundred and Ninety exhibit and file her Bill of Complaint in this Honble Court against the Above Named Defendants for the Recovery of a Certain Sum of Money due and owing by the said Defendants unto Your Petitioner

That the said Defendants did on the Fifth day of October Instant Appear in the Honble Court by their Attorney at Law and that the usual Rules have since been said for the said Defendants to Answer Your Petitioners said Bill which they have Neglected doing when this Honble Court did pass a Decree that the Defendants should pay unto Your Petitioner the Sum Sued for with Interest and Costs of Suit from which said Decree the said Defendants did Appeal to this Honble the Court of Appeals at Madraspatnam.

Your Petitioner therefore Prays that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of Appeals to Attend the hearing of the said Cause And Your Petr as in Duty Bound.

Shall Ever Pray

H. Dispiny
Atty Petr

Filed the 19th Decr 1791

To the Honble the Mayor's Court at Madraspatnam

Between Stephen Towne Complainand and Roger Darvall Defendant

The Humble Petition of the above Named Complainant Stephen Towne.

Sheweth

That Your Petitioner filed his Bill against the said Roger Darvall for the recovery of certain Sums Charged by Your Petitioner to have been due to him by the said Roger Darvall

That after the usual Proceedings were had the Cause was heard when this Honble Court thought proper to decree that the Bill of Your Petitioner should be dismissed in the Costs to be paid by Your Petr by which Decree Your Petr considered himself Aggrieved and therefore Appealed therefrom

Your Petr pray the that this Honble Court will be pleased to Order the Original Proceedings in this Cause to attend the Hearing thereof in the Honble the Court of Appeals

A. Popham
Atty for Petr

Filed 19th May 1794

To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Richard Marson of Madras but late of the Ship Fazee Rhabany Mariner That Arobo Adjee Johur Nehaudar and Owner of the Ship Fazee Rhabany stands justly and truly indebted unto Your Orator in the full and just Sum of Seventy Pagodas and Thirty One fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty Eight Pounds five Shillings and Eleven pence or thereabouts as will more fully appear by an Account Current Copy whereof is hereunto Annexed for the inspection of this Honble Court and whereunto Your Orator craves leave to refer and prays the same may be taken as part of this Your Orators Bill of Complaint and Your Orator Sheweth unto this Honble Court that on or about the Twenty fifth day of November that was in the Year of Christ One Thousand Seven hundred and Ninety the aforesaid Arobo Adjee Johur engaged Your Orator to Act as Chief Mate on board the said Ship Fazee Rhabany and Promised to pay him the Sum of One hundred and Ten Rupees per Month as Wages and Your Orator thereupon agreed to go as Chief Mate on board the said Ship and continued to serve as such until the Thirteenth day of May One Thousand Seven hundred and Ninety One And Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment of the said Sum of Twenty Pagodas and Thirty One fanams from the said Arobo Adjee Johur

But now so it is May it Please this Honble Court the said Arobo Adjee Johur Obstinately and Wilfully refuses to pay Your Orator the said Sum of Twenty Pagodas and Thirty One fanams or to give Your Orator any Manner of satisfaction touching the Premises Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a general Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Arobo Adjee Johur may upon his Corporal Oath fully true direct and perfect Answer make to all and singular the Matters and things herein before contained and that as fully truely and effectually to all Intents and purposes as if the same were here again severally repeated and he distinctly and particularly interrogated thereto And that the said Arobo Adjee Johur may be decreed to pay to Your Orator the said Sum of Seventy Pagodas and Thirty One fanams with all such Interest as hereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Arobo Adjee Johur to be Summoned and required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof personally to be and appear this Honble Court at a certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

R. Williams
Attorney for the Complainant

Fort Saint George 19th day of May 1794

This Bill was sworn to in Court the day of Government and the Complainant having been sworn to the Truth of the Debt and that he believes the Defendant will Abscond on hearing that a Bill is filed against him a Capias Summons returnable immediately and a Warrant of Arrest issued thereupon

J. J. Dll. Pte. Porcher
Mayor

Filed 19th May 1795

In the Honble the Mayors Court at Madrasapatnam

Between Richard Marson Complainant
and
Arabo Adjee Value Defendant

The Affidavit of the above Named Complainant

Richard Marson the above Named Complainant Maketh Oath and Saith that the above named Defendant stands Justly and Truely indebted unto this Deponent in the Sum and Just Sum of Twenty Pagodas and Thirty One Fanams and this Deponent further saith that he Verily believes the said Defendant Will Abscond from the Jurisdiction of this Honble Court unless bearing a Bill Was filed Against him Hereon

Richd Marson

Sworn before me
This 19th day of May 1795

Jos. Du Pré Porcher
Mayor

R. Williams
Atty for the Complainant

D.r Nabaudar Arabo Adjee Value
Account Current with Richard Marson

1790				
Nov.r 23	To Sundry Wages from this day to the 13th day of May 1795 being Sixty four Months and Eight Days at Pags 3 per Month	173. 23.36		
	To Cash Advanced at Fort Regent per Month		10. 32.	
	To Pagodas Dlls. which he Took in Exchange			
	To Pagodas for 100 Pagodas		173. 23.36	
	Pagodas	173. 23.36		

Errors Excepted
Jos. Du Pré Porcher
Mayor

R. Williams
Atty for the Complainant

Filed the 31st May 1791

The Plea and Answer of Arobe Adjee Johaur Nohaudar and Owner of the Ship Fazee Rhabany Defendant To the Bill of Complaint of Richard Marson Now of Madras but late of the Ship Fazee Rhabany Mariner Complainant.

The said Defendant by Protestation Not Confessing or Acknowledging all or any of the Matters or Things in and by the said Bill of Complaint Set forth and Alledged to be true For plea thereunto Saith that the Complainant in and by his said Bill of Complaint Doth Call this Defendant by the Name of Arobe Adjee Johaur Whereas this Defendant doth Aver that his Name is Johaur Mahamet Hauthe And that this Defendant Was Always Known by the Name of Johaur Mahomet Hauthe To the best of this Defendants Knowledge Remembrance and belief Therefore this Defendant Prayd by the said Bill and humbly Claims the benefit thereof And this Defendant Not Waving his said Plea, But wholly Relying and insisting thereon for Answer to the said Bill or unto so much thereof as this Defendant is Advised is Material or Necessary for him to make Answer unto Answereth and Saith, that he denies being indebted to the Complainant in the Sum of Pagodas Seventy and Thirty One Fanams or in any other Lesser or Greater Sum Whatsoever, And this Defendant further says that if any Wages had been due to him from the said Ship Fazee Rhabany, But which this Defendant does not Admit, That he Ought to have Resorted to her Commander Captain William Stewart who Shipped and employed him, Under Whose Orders he has been and from whom he Received the Usual imprest or Advance of Four Months Wages at the time he entered on board of her, This Defendant further says that he is by birth an Arab and Owner of the said Ship Fazee Rhabany, that being desirous to Navigate her in the Most Eligible and Secure Manner Possible, he has Made it a Custom to Employ an English Captain To Whom the Sole Management and Direction of the Ship has been Committed and who has at all times had Absolute Power Vested in him of Chusing such Officers as he Might Approve This Defendant denies that he ever did or Could have Engaged this Defendant to Act as Chief Mate of the said Ship Fazee Rhabany, or that he promised him the Sum of One Hundred and Ten Rupees per Month, But this Defendant Admits that being at Calcutta in the Month of November last past, that the Carpenter or Ships Builder, who had the Conducting of Certain Repairs which the said Ship Fazee Rhabany then stood in Need of, recommended the Complainant to this Defendant as an Eligible person to fill the Station of Chief Mate which was then Vacant. This Defendant says that as it was not this province so to interfere in the employing of Officers that all he did or Could do on this Occasion was to Desire the Complainant to apply to the Commander Captain Stewart In Consequence of which the said Complainant did Accordingly go to the said Captain Stewart and was by him and him only without any interference on the part of this Defendant Engaged as Chief Officer of the said Ship Fazee Rhabany and for which this Defendant says that the Only Money And which this Defendant was induced to Advance him from the Consideration of the said Captain Stewart agreeing to be Answerable to this Defendant for the same out of such Wages which Might become due to the Complainant after the Four Months for which he Received this Advance should expire, This Defendant says that the said Ship Proceeded on her Voyage to this Port of Madras and to Cannanore on the Coast of Malabar at which place the said Captain Stewart thought proper to discharge the Complainant from the Station of Chief Mate And to appoint the Second Mate of the said Ship Fazee Rhabany in his place, And this Defendant Says that the Understanding the Complainant was so discharged, on Account of disobedience of Orders and Neglect of duty as well as for Many Other Causes best known to the said Captain Stewart, But About which this Defendant did not presume to interfere or Concern himself. This Defendant however says that the said Captain Stewart

Stewart did inform him that he had ballanced and Settled all Accounts with the said Complainant, And this Defendant further says that the aforegoing Statement is a true and faithful detail of the Circumstances Attending this Matter as far as this Defendant has been Concerned, which he is ready to Prove which this Defendant can & doth Clearly Shew that the said Ship Fazee Rhabany is not indebted to the said Complainant, or if she was that the said Complainant has no legal right to Call upon or sue this Defendant for it, this Defendant saith that in this transaction the said Complainant has been evidently Governed by the dishonest and unmanly intention of extorting a Sum of Money and which he Conceived this Defendant Might be induced to pay rather than delay the Sailing of the said Ship Fazee Rhabany which is Now ready for Sea as she has been for a Considerable time past, And bound on a Voyage to Pegue, And this Defendant Says that Although the injury and Loss Arising from detention Must be infinitely greater to him than twenty Pagodas and thirty One Fanams the said Ship Fazee Rhabany being a very large Ship and Subject to heavy Sailing Charges; Yet this Defendant would rather Submit to Such Loss than to the Notorious imposition of the Complainant, which Might encourage others to Similar Attempts and prove Most injurious to People engaged in Commercial Pursuits, this Defendant however Relies on the Justice of this British Laws (Under whose protection he is happy to find himself) for that Relief which he conceives himself Justly to and trusts that the equitable Decision of this Honble Court will be Such as to operate on the Complainant and prevent him or any other Person Acting in a Similar Manner.

All which Matters and things this Defendant is ready and Willing to aver maintain and prove as this Honble Court shall direct and most humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf Most wrongfully Sustained.

Geo. Gardner
Atty for Defendt

Sworn to before me in Fort St George this 30th day of May 1794. The Contents hereof having been previously explained to the Defendt in the Moors Language by Gopaul Pistual. Who has been sworn to interpret the same faithfully

Jos. Dalrymple Forbes
Mayor

Filed the 21st June 1794

The General Replication of

Richard Marsom now of Madras but late of the Ship Fazee Rhabany Mariner Complainant, to the Plea and Answer of Arabo Adjee Coluer Nokandar and Owner of the Ship Fazee Rhabany Defendant.

This Repliant saving and Reserving to himself all and Manner of Advantage of Exception to the insufficiency of the said Plea Bar and Answer, of the said Defendant, by him above Pleaded, Saith that he this Repliant by reason of any thing therein respectively Alledged ought not Not to be barred from having and maintaining his Aforesaid Suit thereof Against the said Defendant, because protesting that the said Plea and Manner and form as the same is pleaded and Set forth and the matters therein Contained are not Sufficient in law to Bar this Repliant from having or maintaining his Suit aforesaid thereof against the said Defendant, which Suit this Repliant, will be able to Prove to be Good Certain true and Sufficient in the Law to be Answered unto in manner and form as the same is and are therein and thereby Set forth and Alledged and that the Plea and Answer of the said Defendant is and are respectively untrue, evasive and insufficient for this Repliant to make any further or other Reply unto

All which Matters and things this Repliant is Ready and Willing to Verify maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Bill he hath Already Prayed.

R. Williams
Attorney for Repliant

Filed the 28th June 1791

The General Rejoinder

of Arabo Adjee Lebur Nekaudar and Owner of the Ship Fazee Rhabany Defendant To the General Replication of Richard Marsom now of Madras but Late of the Ship Fazee Rhabany Complainant

This Defendant Now and at all Times hereafter saving and Reserving to himself all and all Manner of benefit and advantage of Exception to the Many Errors uncertainties untruths insufficiencies and Imperfections in the Complainants said General Replication Contained for Rejoinder thereunto Saith that he will Aver Justify maintain and Prove all and Singular the Matters and things Contained this Defendant to Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in such Manner and form as the same are therein and thereby Set forth and Alledged and that the said General Replication is very Insufficient for this Defendant to Make any further Answer thereunto Except what he hath before in his Answer Set forth

All which Matters and things this Defendant is Ready and willing to Verify maintain and Prove as this Honble Court shall Direct and Most humbly Prays as in and by his said Answer he hath Already Prayed

G. Chalmers
Atty for Defendt

Witnesses Names
Captain William Stewart
Mr Thomas Blyth
Mr James Stewart

Interrogatories to be Administered to all such Witnesses as shall be produced Sworn and examined on the Behalf of the Defendant in pursuance of an Order made the Twenty fourth day of May One Thousand Seven Hundred and Ninety One on the part and behalf of the Complainant in a certain Cause now Depending in the Honble the Mayors Court at Madras wherein Richard Marsom is Complainant and Arabo Adjee Lebur is Defendant

On the Part and behalf of the Complainant

1st Interrogatory
to
All the Witnesses

Do You or do You not know the Parties Complainant and Defendant in this Cause and in the Letters to them Severally if Yea, How long have You so known them and either and which of them Set forth and Declare

2nd Interrogatory
to
Captain William Stewart.

Are You or are You not Commander of the Ship Fazee Rhabany, do You or do You not know that the Defendant in this Cause is owner of the said Ship and that the Complainant therein Applied to the Defendant, in Quality of Owner or how otherwise, of the said Ship, now at anchor in Madras Roads and offered to go as Chief Mate of the said Ship, and did or did not the said Defendant hire the Complainant to You or any other person, and Why and Wherefore, and were You or were You not present when the Complainant agreed with the Defendant, to become and Act as Chief Mate of the said Ship, did or did not come and What Conversation past between You and the Defendant upon that Subject if Yea, set forth the purport and Intent thereof to the best of Your recollection and belief, do You or do You not believe

believed it to be the established Custom to pay all Officers before they said an Improper or Advance of four Months pay, Did or did not the Complainant receive such Improper or Advance? If Yea, did or did not he give a Receipt for the same and if Yea, in whose Possession is the same and in what Words and figures is the same expressed, did or did not You the Complainant before the Ship left Bengal River to make out this Account in the following, or some other and what Words to wit, Make Out Your Account at one hundred and ten Rupees P.r Month, it is all the Ship can afford and Mr. Blythe at eighty, did or did not the Complainant Act as and do the duty of Chief Mate of the said Ship Fazel Rhabany from the time of leaving Bengall, or what particular time, until her Arrival at Cannanore, and for how long time after her Arrival there, did or did not the Defendant in this Cause sail on the said Ship, and have You or have You not reprimanded Your Officers or some, or one of them, for not paying Sufficient Respect to the said Defendant, as Owner, telling him or them that he was to be considered and respected as such, did any and what Dispute arise between the said Complainant and the said Owner or any other and what person, regarding the Duty of the Complainant as Chief Officer of the said Ship, what were the Consequences of such Dispute declare all You know

Do You or do You not know, or believe it to be the established Custom that every Officer or Seaman when dismissed from the Service of an English Ship is to be landed at an English Port, and his Wages paid him to the day of his Discharge, was or was not the Complainant in this Cause dismissed by any person, and when, from the service of the said Ship Fazel Rhabany at Cannanore, or at any other and what English Port, do You or do You not know whether his Wages were paid him at the time of such Dismission and by Whom and did he give any and what Receipt, or receipts for the same and in what words and figures, and What Date or dates do the same respectively bear, declare all You know and

And believe regarding the same — Look at the Paper Book now Produced to You at the time of Your examination Marked A is or is not the same the Log Book of the said Ship Fazel Rhabany, is the same Altered Obliterated erased or in any ways different in the Contents and Matters therein from since the time the Complainant in this Cause embarked on the said Ship, until the present time and if Yea, set forth how and in what Manner the same is Altered Obliterated or erased as regards the Complainant and Defendant in this Cause, is it or is it not the Custom when an Officer is dismissed or confined to his Cabin to note down such dismission or confinement in the Ships Log Book, and if so Any such and what Circumstance Noted down in the said Ships Log Book regarding the dismission or confinement of the said Complainant —

3.d Interrogatory
To
Mr. Thomas Blythe
and
Mr. James Stewart

Did or did not the Complainant Act as and do the Duty of Chief Mate of the said Ship Fazel Rhabany from her leaving Bengal to her Arrival at Cannanore and for some and how long a time after her Arrival there, Did or did not any and what Dispute Arise between the Complainant and Captain William Stewart the Commander of the said Ship while at Cannanore or any other person and when touching the Duty of Chief Officer of the said Ship Fazel Rhabany, and at what time — Set forth the Nature and Purport of such Dispute to the best of Your recollection and belief, and did or did not the said William Stewart, order the Complainant to go to his Cabin and did or did not You hear the said William Stewart order the said Complainant there or at any other period during the time the Ship remained at Cannanore to go on shore, did You or did You Not Consider the Complainant subsequent to his being sent to his Cabin as continuing to be Chief Mate of the said Ship, and if not, Set forth Your reasons for not thinking him such — Is it or is it not usual upon the dismission or confinement of an Officer to Make a Remark of the same in the Ships Log Book, if Yea, was or

Was

Was there any such remark or remarks made at that or any other time relative to the dismission of the Complainant and at what time and Place — Look at the Paper Book now produced to You at the time of Your Examination Marked A is not the same the Log Book of the Ship Fazel Rhabany, and in any and what remarks made therein respecting the Confinement or dismission of the Complainant and by Whom and at What time, to the best of Your knowledge and belief declare and set forth the Purport and intent of them to the best of Your Recollection and belief.

4th Last Interrogatory to all the Witnesses

Do You know or can You say any other matter or thing Material for the Complainant in this Cause is so set forth the same as You know have been informed or do believe, with the reasons of such Your knowledge or belief.

R Williams
Attorney for the
Complainant

Mayor's Court at Madraspatnam

Between Richard Manson Complainant and Arabo Adjee Solwar Defendant

On the Part of the Complainant

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

William Stewart Capt.n of the Ship Fazel Rhabany Aged twenty four Years or thereabouts being produced as a Witness in this Cause on the Part of the Compl.t was on the twenty eighth Day of May One Thousand Seven Hundred and Ninety One Sign.d at the Office of Mr George Chalmer who is Attorney for the Defendant by Cazan a Limy Servant to Him Left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Richard Manson in this Cause and that he hath so known him Seven Months or there about and that he doth know the Defendant Arabo Adjee Solwar in this Cause and that he hath so known him eighteen Months or there about And more he saith not to this first Interrogatory.

2d

2d To the Second Interrogatory this Deponent saith he Was Commander of the Ship Fazel Rhabany and saith he does know the Defendant in this Cause is the Owner of the said Ship but does not know whether the Complainant Applied to the Defendant in Quality of owner of the said Ship and offered to go as Chief Mate of the same and further saith that to his this Deponents Knowledge the Defendant did not refer the Complainant to him nor Was he present when the Chief Mate agreed to become and act as Chief Mate of the said Ship And further saith that no conversation Passed between this Deponent and the Defendant upon that Subject or Advance but that he did not give a Receipt for the same this Deponent Saith he did not till the Complainant to make out his Account in the following manner before the Ship left the Bengal River to Wit To Make out Your Account at One Hundred and ten Rupees p.r Month as it is all the Ship can Afford and to Mr Blythe at Eighty And saith the Complainant did Act and do Duty of Chief Mate of the said Ship Fazel Rhabany from the Thirteenth of January the time of her leaving Bengal until the Twenty seventh of March following the time of her Arrival at Cannanore and for ten Days after her Arrival at that place this Deponent Saith the Defendant in this Cause did sail on the said Ship and further Saith he did reprimand One of the Officers for not paying Sufficient Respect to the Defendant as Owner telling him that he was to be consid-ered as such and saith he does not know of any Dispute that arose between the said Owner and the Complainant but that a Dispute did arise

between this Deponent as Commander of the said Ship and the Compt.ᵗ regarding the duty of the Compt.ˡᵃⁿᵗ as Chief Officer of the said Ship and Said the consequence of such Dispute was, that this Deponent desired the Compt.ˡᵃⁿᵗ to make out his Accounts to With the Ship and said to him at the same time intimating to him the Complainant that he was not to consider himself as an Officer belonging to the said Ship any longer this Deponent Said that he doth know it to be the Established Custom that every Officer or Sea man when dismissed from an English Ship is to be landed at an English Port and his Wages paid to him to the day of his discharge, and further Said that the Compt.ˡᵃⁿᵗ was dismissed by this Deponent as Commander of the Said Ship Fazel Rhabany at Cannanore, and said that no Wages were paid to him at the time of his dismission because the money he Borrowed from the Owner previous to his departure from Bengal amounted to more than any Demand he could have upon the Ship. This Deponent hath looked at the paged Book now produced and shewn to him at this the time of his Examination marked A and said the same is the Log Book of the said Ship Fazel Rhabany and that there has been alterations, obliterations, and erasements in the Contents of the same, since the Compt.ˡᵃⁿᵗ in this Cause Embarked on the said Ship, but never that regards the said Compt.ˡᵃⁿᵗ or the Defendant in this Cause, this Deponent said that it is the Custom when an Officer is dismissed and confined to his Cabin not to down such dismission or confinement in the Ships Log Book and said the same Circumstance is Noted down in the said Ships Log Book regarding the dismission or confinement of the said Compt.ˡᵃⁿᵗ in consequence of the Officer who succeeding the Compt.ˡᵃⁿᵗ Neglecting the Order of this Deponent to discharge the Compt.ˡᵃⁿᵗ in the Log Book, on the twenty eighth Inst. of March last. And more he said not to this, or to the last Interrogatory.

Benjamin Bramfill
Exᵈ

H. Stewart

Mayor's Court at Madraspatanam.

Between Richard Marson Complainant
and Arabo Adjee Jobur Defendant

On the Part of the Complainant

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

Mr. Thomas Blyth Inhabitant of Madras Aged twenty two Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was, on the twenty eighth Day of May One Thousand Seven hundred and Ninety One Sworn and Examined at the Office of Mr. George Chalmer who is Attorney for the Defendant, by Casawalenny Servant, who also left him a Note of the Name, Title and Place of Abode of the said Deponent, and afterwards on the same day being Sworn and Examined Deposeth as follows viz.ᵗ

1st Interr.ᵒ To the first Interrogatory this Deponent said that he doth know the Compt.ˡᵃⁿᵗ Richard Marson in this Cause, and that he has been known him these Months or thereabouts And that he doth know the Defendant Arabo Adjee or there abouts And that he has been known him these five Months or there abouts And more he said not to this first Interrogatory

2d Interr.ᵒ To the third Interrogatory this Deponent said that the Complainant did do the Duty of Chief Mate of the said Ship Fazel Rhabany from the time of her leaving Bengal to her Arrival at Cannanore, and for Nine Days after her Arrival at that Place, And said that a Dispute did arise between the Complainant and Capt.ⁿ William Stewart Commander of the said Ship on the twenty eighth Day of March last while at Cannanore touching the Duty of Chief Officer of the said Ship Fazel Rhabany And said that the report of such Dispute to the best of this Deponents recollection, was respecting the Keeping of a Watch, and some other matters regarding the Duty of the Chief Officer of the Ship, but this Deponent does not remember the particular Conversation that took Place, and said that the said William Stewart did order the Complainant to go to his Cabin And said that he did not hear the said Mr. Stewart order the said Complainant

Complainant then or at any other period during the time the Ship remained at Cananore to go on Shore And further saith She did not consider the Complt. Subsequent to his being sent to his Cabin as continuing to be Chief Mate of the said Ship because the said Capt.n William Stewart had ordered this Deponent to do the Duty of the Complt.t This Deponent saith she does not know whether it is Customary upon the dismission or confinement of any Officer to make a remark of the same in the Ships Log Book And further saith no such remark was made at that or any other time relative to the dismission of the Complt.t This Deponent Hath looked at the Paper Book was produced and shewn to him at this the time of his examination Marked A and saith the same is the Log Book of the Ship Fazel Rhabany And further saith no remarks whatever are made therein respecting the Confinement or dismission of the Complainant And more she saith not to this or

Abode of the said Deponent and afterwards on this same Day being Sworn and Examined Deponeth as follows

1st

To the first Interrogatory This Deponent saith that she doth know the Complainant Richard Marson in this Cause and that he is about 30 Years of age Knows him about 12 Months or thereabouts And that she doth know the Defendant Arabo Adjee Sehuir in this Cause and that he is about the same age Knows him about the same time And more she saith not to this first Interrogatory

2d

To the third Interrogatory This Deponent saith that the Complt.t did act and do the Duty of Chief Mate of the said Ship Fazel Rhabany from her leaving Bengal to her Arrival at Cananore and for about 4 Days after her Arrival there and saith she does believe the same

Articles did agree between the Complt.t and Capt.n [illegible] touching the Duty of Chief Officer of the said Ship Fazel Rhabany Some Time in March last and further saith the said William Stewart did Order the Complt.t to go to his Cabin This Deponent saith she never did hear Capt.n William Stewart Order the Complt.t during the time the Ship remained at Cananore to go on Shore but that he knows the Complt.t went on board the Hebe Capt.n Kinloch without the consent of the said Capt.n Wm.m Stewart to procure a Passage to Bengal or elsewhere And saith she did not consider the Complt.t Subsequent to his being sent to his Cabin as continuing to be Chief Mate of the said Ship and further saith the reason for not shifting him such was because Mr. Thomas Blythe the Second Mate was desired by Capt.n William Stewart to do the Duty of Chief Mate in the Room of the Complt.t and this Deponent to act as Second Mate This Deponent saith she does not know whether it is usual upon the dismission or confinement of any Officer to make a remark of the same in the Ship Log Book and saith no such Remark was made at that or at any other time relative to the dismissing of the Complt.t in the Log Book of the Ship Fazel Rhabany This Deponent saith she looked at the Paper Book now Produced and shewn to him at

Benjamin Bransfill
Esq.r

Mayor's Court at Madraspatnam } Between

[illegible] Plaintiff and Defendant

Deposition of Witness taken before Examiner in this Court as follows viz.t

Mr. James Stewart Third Officer of the Ship Fazel Rhabany aged 30 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was, on the twenty eighth Day of May One Thousand Seven Hundred and Ninety Six Sworn and Examined at the Office of Mr. George Chalmer who is Attorney for the Defendant by Casava his Servant who also left him a Notice of the Name Title and Place of Abode

at this the time of his examination Marked with the Letter A.
and saith the same is the Log Book of the Ship Fazee Rhabany
and further saith no remarks therein were made respecting the
Confinement or dismission of the Complainant — And more the
Saith not to this or to the last Interrogatory —

P. Benjamin Bramfill
Exr.

Jas. Stewart

Witnesses Names
Captain William Stewart
and
Mr. Thomas Blyth

Additional Interrogatories to be Administered to all such Witnesses as shall be produced sworn and Examined & Deben on the part and behalf of the Complainant in a certain Cause now depending in the Hon.ble the Mayor's Court at Madrasapatnam wherein Richard Marson is Complainant and Arabo Adjee Labourer Defendant —

On the Part and behalf of the Complainant —

1st Interrogatory to all the Witnesses } Do You or do You not know the parties Compl.t and Defendant in this Cause and in the Title to these Interrogatories Named & How long have You so known them or either and which of them Set forth and Declare —

2nd Interrogatory to Captain William Stewart — as Officer or Officers } Have You or have You not seen Accounts of some or One of the Officers of the Ship Fazee Rhabany for Wages of the Owner of the said Ship and were there or were there not any Objections made to the payment of such Accounts if Yea Set forth the same to the best of Your recollection and belief —

3rd Interrogatory to Mr. Thomas Blyth } Have You or have You not made out Your Accounts for Wages as an Officer belonging to the Ship Fazee Rhabany to and in the name of the Owner of the said Ship and were or were not such Accounts paid and were there or were there not any Objections made to the payment of the same if Yea set forth the same Purport there of to the best of Your Knowledge recollection and belief —

4th And Last Interrogatory to all the Witnesses — } Do You know or can You say any other Matter or Thing Material for the Complainant in this Cause to be Set forth than these and as You know have been informed or do believe with the Reasons of such Your Knowledge or belief —

R. Williams
Attorney for the Complainant —

Mayor's Court at Madrasapatnam } Between Richard Marson Complt.t and Arabo Adjee Labourer Defendant —
On the Part of the Complainant —

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

William Stewart Captain of the Ship Fazee Rhabany Aged twenty four Years or Thereabouts — being Produced as a Witness in this Cause on the Part of the Complainant was on the twenty eighth day of May One Thousand Seven hundred and Ninety One Sworn & Examined at the Office of Mr. George Chalmer who is Attorney for the Defendt.

by

by Casawabemy Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.—

1st ——— To the first Interrogatory this Deponent saith, that he doth know the Complt. Richard Marson in this Cause, and that he hath so known him Seven Months or thereabouts. And that he doth know the Defendt. Arabo Adjee Labeir in this Cause, and that he hath so known him eighteen Months or thereabouts. And more he saith not to this first Interrogatory.

2d ——— To the second Interrogatory this Deponent saith, he has seen the Accts of the Officers of the Ships Fazee Rhabamy for Wages made out to the Owner of the said Ships, and that objections to such Accounts have been made by this Deponent on their being delivered to him for payment by the Officers, in consequence of their charging more than this Deponent had agreed with them for at the time of their engaging with him to serve as Officers of the said Ships. And More he saith not to this or to the last Interrogatory.

Benjamin Bransfill
Exr.

Wm Stewart

Mayor's Court at Madraspatnam } Between Richard Marson Complainant and Arabo Adjee Labeir Defendant. On the Part of the Complainant.

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

Mr Thomas Blyth Inhabitant of Madras Aged twenty two Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant, Was, on the twenty eighth day of May One Thousand Seven hundred and Ninety One

Qui Liquified at the Office of Mr Geo: Chalmer who is Attorney for the Defendant by Casawabemy Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent, and afterwards on the same day being Sworn and Examined Deposeth as followeth.—

1st ——— To the first Interrogatory this Deponent saith, that he doth know the Complainant Richard Marson in this Cause, and that he hath so known him Seven Months or thereabouts, and that he doth know the Defendant Arabo Adjee Labeir in this Cause, and that he hath so known him Seven Months or thereabouts. And more he saith not to this first Interrogatory.

3d ——— To the third Interrogatory this Deponent saith, He has made out his Accounts for Wages as an Officer belonging to the Ship Fazee Rhabamy and in the Name of the Owner of the said Ship. And further saith the said Accounts were not paid, but that upon this this Deponent presenting his Accounts to Capt. William Stewart to be paid, Objections were made to the payment of the same by him, because this Deponent had charged in his Accounts ten Rupees a Month more than Capt. William Stewart was willing to allow. And more he saith not to this or to this last Interrogatory.

Benjamin Bransfill
Exr.

Thos Blyth

Witnesses
William Stewart
Thomas Blyth
James Stewart and
Buckeaboy

Interrogatories to be Administered on the Part and behalf of the Defendant to Such Witnesses as shall be Produced Sworn and Examined in a certain Cause Now depending in the Honble the Mayors Court at Madraspatnam Wherein Richard Marson is Complainant and Arabo Adjee Labeir is Defendant.

To

from either and Which of them, and Which of the Two Do You and the other Officers of the said Ship look upon as Responsible for the same? Has or has not Captain William Stewart the sole power of Nominating and Appointing Such Officers as he thinks best or does the Owner interfere therein or not? Was or was not the Complainant in this Cause engaged by the said Captain William Stewart? If Yea in What manner, As You Know have heard and Verily believe Did or did not the said Captain William Stewart pay him his Imprest or Advance? If Yea, What Sum was so paid and for What length of time, and what is the Monthly Wages of the Chief Mates of the said Ship Fazee Rhabany? Was or was not the said Complainant discharged from being Chief mate? If Yea by whom Was he discharged, and when, at what place, and for what particular reason, Was there any Person and whom Nominated in this place and did Such afterwards? Did or did not the said Complainant do any duty after he was discharged? Did he or did he not come Round from the Coast of Malabar in the said Ship Fazee Rhabany And in What Station, And What was the Cause of his Coming Round? Did or did not any Words Pass between You and the said Complainant Whereby it Appeared to You that the said Complainant Considered himself as discharged from the said Ship? If Yea, Set forth the same with every other Matter required of You in this Interrogatory fully and at large and the truth declare

Buckerboy — Interrogatory 6th Do You or do You not belong to, or Otherwise Concerned in the Ship Fazee Rhabany? If Yea, in what Capacity? Do You or do You not keep the Books of the Defendant in this Cause, And Are You or are You not in Consequence thereof Acquainted with all his Commercial and pecuniary transactions, and also with every matter Relative to the said Ship? Does or does not the Owner ever interfere in Shipping the Officers, or in any Wise Concern himself about the internal Management or Navigation of the said Ship, or to whom else is it left? Do You or do You not know in What Manner the Complainant in this Cause was employed? If Yea, by Whom was his Imprest or Advance paid, and what is the Monthly pay of Chief mate of the said Ship Fazee Rhabany as You know, or have heard. Does or does Not the Defendant in this Cause furnish the Captains of the said Ships With Money to pay the Officers of the said Ships and is, or is it not Usual for You as Clerk to Carry him Money for that purpose as well as for other Disbursements? Was or was not the said Complainant discharged by the Captains of the said Ships? If Yea, at what time and place, and for what particular Cause or Reason, as You know have heard and do believe Declare all You know or have been Credibly informed and believe and the truth declare.

William Stewart and Buckerboy — Interrogatory 7th Do You or do You Not know the Seal Name of the Defendant in this Cause Such as is or Always Stamped and Called? If Yea, Set forth the same and the truth Declare.

William Stewart & Thomas Blyth — Interrogatory 8th Look at the Book now produced and shewn to You at this the time of Your Examination purporting to be the Log Book of the Ship Fazee Rhabany? If Yea is or is it Not Usual for Log Books to be Written and Kept by the Commanding Officer And is or is not the same Consistent With the Practice and Usages of the Sea Service? Was or was not the said Log Book kept by the Second Mate of the said Ship Fazee Rhabany from the time the Ship broke ground at Calcutta to the time of her Completing the Cargo at Diamond point or Elsewhere? If Yea What was the Reason of Your Look at the said Log Book and Mention how many days such period Comprehends and the particular time and Date set forth the same and the truth Declare.

To all the Witnesses — Interrogatory Last Do You or do You not of any other Matter or Thing or have You heard or can You depose touching the Matter in Question in this Cause that may tend to the Benefit and Advantage of the Defendant beside what You have been before Interrogated? If Yea Declare the same fully and at large as if You had been thereunto particularly Interrogated.

Chalmer
Solr for Defendt

Mayor's Court at Madraspatnam

Between Richard Marsen Complainant and Arabo Adjee Lebeur Defendant

On the Part of the Defendant.

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

William Stewart Capt.n of the Ship Fazee Rhabany Aged twenty four Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was, on the twenty Seventh Day of May One Thousand Seven hundred and Ninety One Sworn & Examined at the Office of Mr. Robert Williams who is Attorney for the Complt.n by Casavahenny Servant, who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follow viz.ts

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Richard Marsen in this Cause, and that he shall so known him Seven Months or thereabouts and that he doth know the Defendant Arabo Adjee Lebeur in this Cause, and that he shall so known him Eighteen Months or thereabouts — And more he saith not to this first Interrogatory.

2d To the second Interrogatory this Deponent saith, he is commander of the Ship Fazee Rhabany and was appointed to the Command by her by the Defendant and saith he has the Power and that it is his particular Province and Duty to appoint and choose such Officers in the ship as he may judge most proper, also saith that he has the power of discharging them Without the interference of any other Person and saith they do receive their Wages from him this Deponent — This Deponent further saith he is Answerable for the same, and no other Person and saith the Complainant in this Cause was engaged by him this Deponent as Chief Mate of the said Ship Fazee Rhabany in Nov.r last, and further saith he Agreed to pay him One hundred Rupees per Month as his Wages — also saith upon engaging him before he left the Bengal River he was

Paid

3d Four hundred Rupees by way of Impress or Advance And further Saith the said Complt.n did receive from the Owner of the said Ship after the Impress was so paid a certain Sum of Money, but this Deponent does not recollect the Amount and saith the money was so Advanced on condition that this Deponent should be Answerable to the Defend.t out of the Wages that might become due to the Complainant — And More he said Deponent to this second Interrogatory.

4th To the third Interrogatory this Deponent saith he did discharge the Complainant from being Chief. Mate of the said Ship Fazee Rhabany at Common on the Twenty eighth Day of March One Thousand Seven hundred and Ninety One for neglect of Duty, and refusing to keep his Watch and saith the Defendant or any other Person did not interfere in causing him to be discharged but that it was his this Deponents act Solely, and saith the Complainant had Served on Board the said Ship previous to his being discharged from the Twenty Sixth day of Nov.r One Thousand Seven hundred and Ninety, this Deponent saith he did thereupon settle and adjust his Account as Chief. Mate and that a trifling Balance appeared against the Complainant which was given up to avoid any Altercation, this Deponent saith he did appoint the second Mate Mr. Thomas Blyth to be Chief Mate in the room of the Complainant and further saith the said Person did officiate in and Discharge the Duty of Chief. Mate also that he did receive Wages at the rate of One hundred Rupees p.r Month for the same — And further saith the said Complainant did Remain on board the said Ship as a Passenger until her arrival at this Port as he the Complainant could not procure a Passage in any other Vessell Though he made application to two others, & saith he never did any further Duty after being discharged in March last And more he said Deponent not to this third Interrogatory.

5th To the Seventh Interrogatory this Deponent saith she does know the real Name of the Defendant in this Cause to be Lebeur Mahamed Hadjee

as

as he is always termed and Called — And more he saith not to this
Seventh Interrogatory —

8th ——— To the Eighth Interrogatory this Deponent Hath looked at the Book now
Produced and shewn to him at this the time of his Examination purporting
to be the Log Book of the Ship Fazel Rhabany and saith it is usual for Log
Books to be written and Kept by the Commanding Officer and that
the same is Consistant with the Practice and Usages of the Sea Service,
and saith the said Log Book has been Kept by the Second Mate of
the said Ship Fazel Rhabany from the time the Ship broke Ground
at Calcutta to the time of his completing the Cargo at Dimand Point,
And saith the reason thereof was that the Complainant was absent
at Calcutta but cannot precisily mention the Period of time he
was so absent, but emagines it to be about fourteen days — And
More he saith not to this or to the last Interrogatory —

J. Benjamin J. Bransfill

H. Stewart

Exd

Mayor's Court at Madraspatnam } Between Richard Marsom Complt
and Arobo Adjee Johur Defendant
On the Part of the Defendant

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

Mr Thomas Blyth Inhabitant of Madras Aged twenty two Years or
thereabouts being produced as a Witness in this Cause On the Part of the Defendant,
was on the twenty eighth day of May One Thousand Seven hundred and Ninety
One Sworn at the Office of Mr Robert Williams who is Attorney for the Complt
by Casavah my Servant, who also left him a Note of the Name, Title, and Place
of

of Abode of the said Deponent, and afterwards On the same Day being Sworn
and Examined Deposeth as follows viz

1st ——— To the first Interrogatory this Deponent saith, that he doth know the
Complainant Richard Marsom in this Cause, and that he hath so
known him Ten Months or thereabouts — and that he doth know the
Defendant Arobo Adjee Johur in this Cause, and that he hath so known
him five Months or thereabouts — And more he saith not to this
first Interrogatory —

4th ——— To the fourth Interrogatory this Deponent saith, He was employed
by Capt.n William Stewart Commander of the Ship Fazel Rhabany on
the twenty fifth Day of November last past, to go as Second Mate of the
said Ship — and saith he did receive his Imprest or advance Money
from the said Capt.n William Stewart — and further saith he did Consider
Capt.n William Stewart as Answerable to him this Deponent for all
Wages that should become due or Owing to him, but this Deponent
does not know whether the said Capt.n William Stewart was Answerable
to all the other Officers for their Wages this Deponent saith he does
not know whether the said Capt.n William Stewart discharged the Com-
plainant on the twenty eighth Day of March last past, but this Deponent
knows the said Capt.n William Stewart Ordered the Compl.t to his Cabin
on that Day and further saith the said Capt.n William Stewart did
Appoint this Deponent to act in the Complainants Room as Chief
Mate, and that he continued to act as such from the twenty eighth
Day of March until the twenty third Day of May this Deponent
saith he has not as yet received pay as Chief Mate but that he considers
himself entitled to pay as such, and at the rate of One hundred and
Ten Rupees P. Month — And further saith the said Complainant did
Not do any Duty on board the said Ship after the time he was Super-
ceded and saith he cannot Allege in what capacity he was Conside-
red after that time by the other Officers of the said Ship but this
Deponent did not consider him as discharged from the said Ship
until Her Arrival at this port, but Considered him only as an Officer

Confined

confined to his Cabin And more the said Wit to this fourth Interrogatory

3d To the eighth Interrogatory this Deponent Hath looked at the Book now Produced and shewn to him at this the time of his Examination purporting to be the Log Book of the Ship Fazee Rhabany And said it is Usual for Log Book to be written and kept by the Commanding Officer And Said the same is consistent With the practice and usage of the Sea Service And further Said the said Log Book was kept by him this Deponent as Second Mate of the Ship Fazee Rhabany from the time she broke Ground in the Bye Let or New Fort near Calcutta until the time of the completing her Cargo at Diamond Point containing a Period of eight Days from the Eleventh Day of January One Thousand Seven Hundred and Ninety One until the Eighteenth Day of the Same Month And more the said Wit not to this or to the last Interrogatory

Benjamin Bransfill

Ex.

J. S. Blyth

Mayor's Court at Madraspatnam } Between Richard Marson Complainant and Arabo Adjee Colour Defendant

On the Part of the Defendant

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

James Stewart Third Officer of the Ship Fazee Rhabany Aged Eighteen Years or there about being produced as a Witness in this Cause on the Part of the Defendant was on the Twenty eighth Day of May One Thousand Seven Hundred and Ninety One Liquified at the Office of Mr. Robert Williams who is Attorney for the Complainant by Casawah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows Viz.

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Richard Marson in this Cause and that he shall be known him Seven Months or there about And that he shall be known him About the Same time And More the said Wit not to this first Interrogatory

5th To the fifth Interrogatories this Deponent saith that he does belong to this Ship Fazee Rhabany and that he fills the Station of third Officer on Board the said Ship And said that he was shipped and employed by Capt.n William Stewart the Commander of the said Ship and that he receives his Wages from him And further saith that he this Deponent and the other Officers look upon Capt.n Will.m Stewart as responsible for the same This Deponent further saith that he conceives Capt.n Will.m Stewart has the Sole Power of Nominating and Appointing such Officers as he think best and that he has never known the Owner to interfere therein and said that the Complainant in this Cause was engaged by the said Capt.n Will.m Stewart as Chief Officer as this Deponent Verily believes and that to the best of his this Deponent Recollection the said Capt.n Will.m Stewart did pay him the Compt.a four hundred Rupees as his Imprest or Advance for four Months and said that he has always understood that he was to be allowed Monthly Wages of the Chief Mate of the said Ship Fazee Rhabany to be One hundred Rupees This Deponent saith that the Compt.a was Discharged from being Chief Mate by Capt.n Will.m Stewart some time in the Months of March last for disobedience of Orders And saith that then Second Mate Mr. Thomas Blyth was nominated in his place to do the Duty of Chief Mate And said that the said Person did do the Duty as such and this Deponent believes did receive the Wages as such afterwards and further saith the Compt.a did not do any Duty after he was discharged This Deponent saith that the Compt.a did come Round from the Malabar Coast in the said Ship Fazee Rhabany as a Passenger he not being able to procure a Passage in any other Vessel And further saith Some Words did pass between him and the Complainant Relative to a Passage which the Complainant had Requested this Deponent

Deponent to procure for him on Board another Vessell, whereby it Appeared to this Deponent that the Complainant Considered himself as discharged from the Ship Fazee Rhabany — And more he saith Not to this or to the last Interrogatory —

Benjamin V. Bransfill
Exr

Ja.s Stewart

Mayor.s Court at Madraspatnam } Between Richard Marson Complainant
and Arabo Adjee Jobeur Defendant
On the Part of the Defendant —

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

Buckenboy Clerk to the Ship Fazee Rhabany Aged Thirty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant, was on the Thirtieth day of May One Thousand Seven hundred and Ninety One Signified at at the Office of Mr Robert Williams who is Attorney for the Complainant by Casavahny Servant, who also left him a Note of the Name, Title, and Place of Abode, of the said Deponent, and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ——— To the first Interrogatory this Deponent saith, that he doth know the Complainant Richard Marson in this Cause, and that he hath so Known him five Months or thereabouts and that he doth know the Defendant Arabo Adjee Jobeur in this Cause, and that he hath so Known him two Years or thereabouts — And more he saith not to this first Interrogatory —

6th ——— To the Sixth Interrogatory this Deponent saith, that he does belong to the Ship Fazee Rhabany, and that he is employed on Board the said Ship in Capacity of a Writer, and that he Keeps the Books of the Defendant in this Cause that in consequence, and also with Savery Matter Relative to the said Ship — This Deponent further saith the Owner Never interferes Projecting the Officers, or in any Ways Concern himself about the internal Management or Navigation of the said Ship, but leaves it entirely to the Capt.n And saith the Complainant in this Cause was employed by the Capt.n to the Complainant — And saith the Monthly pay of the Chief Mate of the said Ship Fazee Rhabany is One Hundred Rupees and further saith that the Defendant in this Cause does furnish the Capt.n of the said Ship with Money to pay the Officers of the same, and that it is usual for this Deponent as Clerk to carry Money to the Captain for that purpose as well as for other disbursements — This Deponent saith that the said Complainant was discharged by the Captain of the said Ship about two Months ago at Cannanore for Maltreating the Lascars, and otherwise Misbehaving on Board the said Ship — And more he saith not to this Sixth Interrogatory —

7th ——— To the Seventh Interrogatory this Deponent saith, that he doth know the Real Name of the Defendant in this Cause such as he is always termed and called to be Jobeur Mahamet Hadjee — And more he saith not to this or to the last Interrogatory —

Benjamin V. Bransfill
Exr

Mayor's Court at Madrasyatanam

Tuesday the 13th Day of December Anno Domini 1791

Present

Josiah Du Pre Porcher Esq.r Mayor
Andrew Ross and John Milford
Aldermen

Between Richard Marsom Now of Madras but late of the Ship Fazee Rhabany Mariner Complainant and Arob Adjee Johur Nokaudar and Owners of the Ship Fazee Rhabany Defendant.

This Cause coming on to be Heard and Debated this day in the Presence of the Attornies on both sides on Reading the Complainants Bill with One Exhibit Annexed, The Complainants Affidavit, The Defendants Plea and Answer, The General Replication, The General Rejoinder, The Interrogatorys and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant Our Hearing the Pleadings made Use of by the Attornies and Our due Consideration Had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill do Stand Dismissed With Costs.

D Hill

Mayor's Court

L.S.

Filed the 5th Sept.r 1789

To the Honble the Mayor's Court at Madrasyatanam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Edward Raybeard of Madras Merchant that Joseph Antonio now also of Madras Armenian Merchant and late arrived from Manilla stands indebted unto Your Orator in the full and just Sum of Twenty five Thousand One hundred and twenty four Dollars and Eighty two Decimals which at the Exchange of Seventeen Dollars for Ten Star Pagodas makes Star Pagodas Fourteen Thousand seven hundred and twenty Nine, Twelve Fanams and forty eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Five Thousand Nine hundred and Eleven Pounds, fourteen Shillings and Six pence as will more fully and at Large Appear by the Copies of Two Account thereunto Annexed for the Inspection of this Hon.ble Court and Prayed by Your Orator to be taken as Part of this his Bill of Complaint the Originals being in the Possession of Your Orator and Ready to be produced to this Hon.ble Court when Required And in order to shew to the Satisfaction of this Hon.ble Court the Grounds Whereon Your Orator founds his present Claim Your Orator Sheweth that on the seventeenth Day of July which was in the Year of Our Lord One Thousand seven hundred and eighty seven Your Orator Consigned Eighty one Bales of Piece Goods Amounting as by the Invoice thereof to the Sum of Star Pagodas Sixteen Thousand five hundred and twenty Six forty three Fanams and forty five Cash to Bernardo Pablo and the said Joseph Antonio the former being then and now of Manilla Merchant and the latter in Person going thence in Charge of the said Goods directing them to sell the said Goods for the best Advantage and after deducting all Charges as well as five Per Cent Commissions on the Sales thereof the said Bernardo Pablo and Joseph Antonio were instructed to return the Neat Produce thereof by the Ship Gloria Ventura whereof Joaquim Barradas was Commander being the same Ship wherein the

the said Bales were sent to Manilla but if it should so happen that the said Ships should not return from Manilla to Madras by such time as the said Bales were sold there and in such Case the said Bernardo Pablo and Joseph Antonio were to return the neat Produce by such other Ship as should first sail from Manilla for Madras after the said Bales were Sold and the Money Collected it having been the express Direction of Your Orator that no time should be lost in making the Returns to Madras And in order to manifest the Anxiety of Your Orator to have a Return of Specie sent from Manilla as soon as possible after the Arrival of the said Joseph Antonio at Manilla with the said Goods Your Orator did instruct the said Bernardo Pablo and Joseph Antonio in Case they could not sell the said Goods soon after their Arrival there at Manilla then that they were to borrow upon the Security Bond of the Sum of Sixteen Thousand five Hundred and Twenty Six Dollars and Send the said Sum to Your Orator And after the Sales of the said Goods to repay to Lender the said Loan and the Interest thereon Your Orator shews that by the Returns of Ships from Manilla for Madras Your Orator received from the said Joseph Antonio Two seperate Letters dated as follows the one thereof on the eleventh Day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty seven and the other thereof on the thirteenth Day of January which was in the Year of Our Lord One Thousand Seven Hundred and Eighty eight informing Your Orator of the Arrival of the said Ship Gloria Ventura at Manilla and that the Goods were of an inferior Quality and the Market but indifferent and at the Close of the said Letters relating to Your Orator that they were offered from two Dollars to two and a half for each Pagoda which they refused and that they had sold unto that time only to the Answer of Seven Thousand Dollars and that they could not get any Money at Interest at that time to remit to Your Orator And Your Orator further shews that in Answer to the said Letter Your Orator Wrote a joint Letter to Bernardo Pablo John Roach Master Saturnino Joseph Antonio by the Ship Dolphin under Date the Seventh Day of July in the said Year of Our Lord One Thousand Seven Hundred and Eighty eight and also a seperate Letter to the like Purport to the said Joseph Antonio directing them to sell the said Eighty One Bales of Goods at any Rate or Price Whether Loss or Gain and to make a Return of the whole by the said Ships Dolphin and that the said Joseph Antonio should Return by the said Ships Your Orator having at the same time given Directions to the same Persons Respecting the Sales and Mode of Remittance of One Hundred and Thirty two Bales of Goods consigned by Your Orator to the said Bernardo Pablo John Roach Master Saturnino and Joseph Antonio Your Orator Shews that he received and Answer thereto by the said Ships Dolphin and the seperate Letters of the said Bernardo Pablo and Joseph Antonio bore Date respectively the Twenty third and Twenty fourth days of January now last past and the Letter of the said Bernardo Pablo did not relate any thing Particular respecting the said Goods as they were in the hands of the said Joseph Antonio as the Acting Attorney therein and the said Letters of the said Joseph Antonio states that he had Sold to that day to the Amount of Dollars Sixteen Thousand three hundred and Six and that he would Sell the Remainder after the Sailing of the Dolphin and that he would deliver the Amount Sales thereof to John Roach According to the Instructions of Your Orator in the French Language and that he would Return to Madras with Captain Your Orator Shews that the said Joseph Antonio Arrived at Manilla Angelo and wrote a Spanish Ship on the Twenty Sixth Day of May last and Your Orator that he had Sold all Your Orator's Goods contained in the said Eighty One Bales for the neat Sum of Twenty four Thousand and Twenty Nine Dollars and Sixty five December which he had left in the Hands of the said Bernardo Pablo after which the said Joseph Antonio Arrived at Madras but had not brought any Receipt or other Voucher of the said Bernardo Pablo for the said Money all which Actings and doings of the said Joseph Antonio are contrary to Equity and good Conscience and have tended to the injury of Your Orator inasmuch as Your Orator charges that the Instructions of Your Orator were express in manner aforesaid and that the said Joseph Antonio should have sold the said Goods for two Dollars for each Pagoda Not only under the express Directions of Your Orator but because such Price was the same at which the like Goods of the Season were Sold and still Moreso as the said Joseph Antonio Acknowledged in his said Letter to Your Orator that he did not expect a better Market for the Goods and Your Orator further Charges that the said Joseph Antonio hath wantonly and a second time acted contrary to the Instructions of Your Orator in leaving the Money for which the said Goods were Sold at Manilla instead of

of bringing the same to Your Orator According to the said Directions by the said Ship Dolphin especially the said Sixteen Thousand Nine hundred and Six Dollars which he had Acknowledged to have Received before the Sailing of the Dolphin And Your Orator Shews that the said Joseph Antonio Hath Referred to pretended Instructions for his Justification which never existed for Your Orator Never did Write to the said Joseph Antonio any Instructions in French and Your Orator further Charges that the said Joseph Antonio did further Act contrary to Reason and even to such pretended Instructions for instead of paying the Amount Sales of the said Goods to the said John Roach as he Pretends to say was Ordered by such Instructions he hath paid the Money to the said Bernardo Pablo All which Several Actings and doings are to the manifest Injury of Your Orator and therefore Your Orator Brings this his Suit and Charges his Injury to the said Amount of Twenty four Thousand and Twenty Nine Dollars and Sixty five Decimals and Interest on the said Sum of Seven Thousand Dollars from the Time the said Sum was Received by the said Joseph Antonio unto the Day he Sailed from Manilla Together with Interest thereon from the Fifth of June last past being Ten days after the Arrival of the said Joseph Antonio at Masulipatam when he should have paid the same unto the Hands of Scott Your Orator's Attorney at Masulipatam and Your Orator further Charges that it appears by the said Account Sales thereof being the Exhibit A hereunto Annexed that the said Joseph Antonio is liable to the Amount thereof in as Much as he alone appears to have been the Seller of the said Goods To the End therefore that the said Joseph Antonio may upon his Corporal Oath fully true direct and perfect Answer make to all and Singular the Matters and Things herein before Set forth and Alledged, as fully, truly, and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated And that he may be decreed to pay unto Your Orator the aforesaid Sum of Fourteen Thousand Seven hundred and Seventy Nine Pagodas Twelve Fanams and forty eight Cash With all Costs Interest as now is or shall hereafter become due thereon also Costs of the Suit.

May it Please this Honble Court to Cause the said Joseph Antonio to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrass Patnam and the Districts thereof personally to be and Appear before this Honble Court at a certain Time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

5th September 1789.

This Bill was shewn to me between the Days of Adjournment Let a Summons Issue Returnable by Next Court Day

Wm Webb
Mayor

L. Popham
Attorney for Complainant

A

Sale of 811 Bales of Goods belonging to Mr. Edward Raphael Sold by Mr. Lavayssé Antonio in wholesale & Retail from Year 1788 to 1789 and as follows Viz.t

MR	Nos	Bales	Pieces	Sorts & Prices					
	1	1	10	Red Cambays	@25 Dollrs p.c	250			
			20	Ditto do	@16.60 p.c	332			
			80	Ditto do	@14.38 p.c	1149	60		
			10	120 Ditto do of 11 Coor	@5.50 p.c	55		1766	60
	2	1		120 Red Cambays of 11 Coor a	@5.50 p.c			660	
	3	1		90 Red Do of Do	@5.50 p.c			495	
	4	1	20	Red Cloth Fine at a Medium Price between one					
				Another	@17.80	356			
			20	Ditto do	@13.80	316			
			80	Ditto do	@3.40	672		1344	
				120					
	5	1	10	Blue Cambays Fine	@19 p.c	190			
			20	Ditto do	@9.90	198			
			60	Ditto do	@6.65	399			
			90	Ditto do	@6.16	554	40	1341	40
				180					
	6	1	145	Blue Cambays	@4	580			
			14	Ditto Handk.s	@4	56			
			60	Ditto	@6.16	369	60	1005	60
				219					
	7	1	30	Blue Handk.s Fine	@14.10	423			
			30	Ditto do	@6.33	190			
			30	Ditto do	@6.33	190			
			105	Ditto do of 11 Coor	@4	420		1223	
				195					
	8	1	198	Red Cloths	@38 p.c			376	
	9	1	200	Red Handk.s	@38 p.c			380	
	10	1	200	Red Cambays	@42 p.c			420	
LS	1	3	600	Blue Handk.s	@37.20 p.c			1117	
	2	2	400	Ditto do	@35 p.c			700	
	3	1	300	Blue Cambays	@46.20 p.c			1350	
	4	2	400	Ditto do	@42 p.c			850	
	5	1	200	Blue Cambays 100 l.s @ 400 l.s of Blue Handk.s But					
				in the Invoice Mentions to be 200 l.s of Cambays	@50 p.c			500	
	6	1	260	Blue Cambays	@25.40 p.c			306	
	7	1	170	Blue Guinghams	@37.30 p.c			319	85
	8	1	260	Red handk.s	@25.40 p.c			300	

								Dollrs		
				Fine Do Tower	@90 p.c	3337				
	20	742		Long Cloths 18 Yds	@1.40 p.c	42				
	28			Ditto Damaged	@5.50 p.c	145		3526		
	29			Ditto Sold in Retail						
		799			@100 p.c	2260				
	12	452		Long Cloths of 18 Yds		18				
	6			Ditto Damaged Sold in Retail for	@6 p.c	114		2392		
	19			Ditto do do						
		477			@115 p.c			1362		
		237		Long Cloths of 20 Yds	@125 p.c	1187	50			
	6			Long Cloths of 22 Yds		12	40			
	5	190		Ditto Damaged	Dr Rs					
	4			Ditto do	@6.40 p.c	39		1239		
	6			Ditto Sold in Retail						
		200			@35 p.c			402	50	
1	1	230		Blue Handk.s	@35 p.c			385		
2	1	220		Ditto do	@35 p.c			350		
3	1	200		Ditto do	@35 p.c			350		
4	1	200		Blue Handk.s & Cambays half sin each Quality	Dr Dear			835		
5&6	2	340		Blue Cambays	@49 11 p.c					
7	1	200		Handk.s & Cambays Blue & Basquinhas	@35 p.c			350		
2	3	564		Ordinary Chint & Basquinhas	@31 2 p.c			881	37	
11	1	Sunk 83		Chinty Sunk	@92.32 p.c			394		
12	2	400		Red Handk.s of 18 Yds	@38 p.c			758		
							Dollrs	28180	68	75

Georges Merchant. from 30 Bales & a Sunk of Goods Consigned to us under Written Orders Duty on 16364 43 43 at the rate of 2 1/4 Dr. or 18 Rls p Pag.a is Drs 36825/4 at

6 p Cent			2207	27 50
Interest on the above Sum for 1 Year	@5 p Ct		100	46 37
Expences in Spain 30270 Dollrs	@2 p Ct		605	40
Interest on the above for 1 Year	@5 p Ct		30	27
Colleyhouse & Charges	@5 p Ct		53	
Commission in Spain 22852 41			1142	62 50
			4151	3 31
		Dollars	24029	65 25

Errors Excepted
S.ta Cruz 15.th Febry 1789
(Signed) B.o de Pablo
Lavayssé Antonio

a true Copy
W.m Popham

B.

Joseph Antonio to Edward Raphael ..... Dr

1789 Febry	15th	To the Amount of Your Invoice			
Sept.	5th	To Int. on D°. to this day from the 5th of June being 10. days after Your Landing at Madrass patnam &c 3. Months & 12 P Cent	720	87	
		To Int. on 7000 Dollars from 30th Jan. 1788 being the date of Your Acknowledging the Sale of Goods to the Amount of the 20th Feb. 1789 being the day You left Manilla being 1 Yr & 20. days at five P Cent P Annum	374	30	
		Dollrs	23124	82	38
		Which at 47 Dollars for 10 Pgs Makes Star Pags	14779	12	48

Madras
Sept 13th 1789

Edward Raphael

A True Copy
S. Popham

Filed 18th Sept. 1789

In the Honble the Mayor's Court at Madraspatnam

Between Edward Raphael of Madras Armenian Merchant Complainant and Joseph Antonio of the same Place Defendant

The above Named Edward Raphael Maketh Oath and Saith That the above Named Joseph Antonio Stands Justly and Truly Indebted unto this Deponent in the full and just Sum of Fourteen Thousand Seven Hundred and Seventy Nine Star Pagodas Twelve Fanams and Forty Eight Cash Current Money of Madras together With the Interest thereon from the fifth Day of this Instant September as by the Account of this Deponent Copy whereof is Annexed to his Bill of Complaint filed the fifth Day of this Instant September in this Honble Court May Appear.

Edward Raphael

Sworn in Court
this 8th Sept. 1789
James Taylor
Regr

S. Popham
Atty for Compt.

Filed the 4th February 1790

The Answer of Joseph Antonio of Madras Merchant Defendant to the Bill of Complaint of Edward Raphael also of Madras Merchant Complainant.

This Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised is material or necessary for him to make Answer unto he this Defendant Answereth and Saith that the Monies being indebted to the Complainant in the Sum of Fourteen Thousand Seven Hundred and Seventy Nine Pagodas Twelve Fanams and Forty Eight Cash as in the truly charged in and by the Complainant said Bill of Complaint or in any other Sum or Sums of Money whatever And this Defendant further Answering says he Admits that he might have Embarked for Manilla on or about the time in the Complainants said Bill of Compt. Set forth in Charge of Eighty One Bales of piece Goods and that the said Eighty One Bales of piece Goods might have been the property of the Complainant but does not admit that they were consigned to him and Bernardo Pablo of Manilla Merchant because he this Defendant Never Received from the Complainant or any one for him the Invoice or Bill of Lading thereof nor was he Vested with any Power or Authority therein as he will hereafter more fully Prove And this Defendant Positively denies to have received from the Compt. the Pretended Instructions Set forth in his said Bill of Complaint Relative to the Returns of the neat proceed of the said Eighty One Bales of piece Goods by the Ship Gloria Ventura or relative to the Sale or other disposal thereof or how or in what Manner or through what channel or by what means Remittances of such Produce were to be made in the Event of the said Ship Gloria Ventura Returning to Madras from Manilla previous to the Sale of the said Eighty One Bales of Piece Goods for this Defendant declares that the Complainant on Delivering to the Charge of this Defendant the said

Eighty

Eighty One Bales of piece Goods also delivered to him a Sealed Packquet Addressed in a Language unknown to this Defendant with particular and Positive Instructions that he immediately on his Arrival at Manilla to deliver the same together with the said Eighty One Bales of piece Goods to the said Bernardo Pablo under whose orders the Complainant informed this Defendant he was to consider himself and conform entirely to all and every his requisition and Commands And this Defendant further Answering Saith that on his Arrival at Manilla he did deliver the said Packquet to the said Bernardo Pablo who on perusing the Contents thereof acquainted this Defendant that he this Defendant was therein Appointed to Act under his Orders but the said Bernardo Pablo did not communicate to this Defendant any further the purport of the said Packquet nor did this Defendant learn any particulars thereof at any other time either from the said Bernardo Pablo or from any other person and that this Defendant in Obedience to the Injunctions he received from the Complainant previous to his departure from Madras and Agreeable to the said Information of the said Bernardo Pablo on his Arrival at Manilla he this did exactly correspond and with such his injunctions, and the said Bernardo Pablo as the Delegant and Representative of the Complainant and in consequence thereof did follow his directions and obey all his Commands And this Defendant further Answering saith he did not admit the Complainant might have Written in the Terms mentioned in his said Bill of Complaint respecting the taking up of the Sum of Sixteen Thousand five Hundred and Twenty Six Dollars and that he might have made the provision set forth by him in his said Bill of Complaint for the repayment thereof together with the Interest that might grow due thereon And this Defendant Admits to have Written the Letters dated the Eleventh day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven and the thirteenth day of January which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Eight and that such Letters might have Contained the several Particulars in the Complainants said Bill of Complaint Set forth but this Defendant Humbly insists that the Complainant has by the partial Extracts Made therefrom endeavoured to convey an Idea very contrary to the true intent and meaning of the said Letters and that he has Suppressed Passages therein

Contained

Contained whilst Sitting in Equity and good Conscience Bound to have brought it
forward for this Defendant says that in the said Letter of the Eleventh day of
November One Thousand Seven hundred and Eighty Seven this Defendant has
Shewn that this said Bernardo Pablo had taken every thing under his own
Directions, that he Kept from this Defendant the Invoice which prevented him
from Selling at the Market price together with the Instructions given by the
Complainant and that he Would Neither Sell the Goods nor Remit any Sums
of Money as will more fully Appear by a Copy translated of the said Letter hereunto
Annexed for the inspection of this Honble Court to which this Defendant begs
Leave to refer and prays the same may be taken as part of this his Answer the
Original whereof being of Record in this Honble Court And this Defendant
Admits that the Complainant Might have Written by the Ships Dolphin a
joint Letter to Bernardo Pablo Solin Rouch, Marcar Latur and this Defendant
under date of the Seventh day of July One Thousand Seven hundred and Eighty
Eight and that he might also and under the same Date have Written a Sepa-
rate Letter to this Defendant but this Defendant positively denies such joint
Letter contained the matter as in the Allegations is set forth and the Complainants
said Bill of Complaint to wit that he directed them to sell the said Eighty One
Bales of Goods at any rate Whether Loss or Gain and to make a Returns of the
Whole by the said Ships Dolphin for the Complainant in and by the said
Joint Letter so far from requiring a return of the whole Amount of the produce
of the said Eighty one Bales of piece Goods by the said Ships Dolphin absolutely
directed Her to be sent to China and to that End his instructions are given
in these Words following "After You have sold the before said two Invoices out
of the produce and the Sale thereof You will Take 30,000 Dollars and Send it to
China" and again in the same Letter he says "The Remaining Silver You
Will Send to this East by the said Ships Dolphin and Bills" as appears by
a Copy translated of the said Joint Letter hereunto Annexed for the inspection
of this Honble Court to which this Defendant begs leave to refer and prays the
same may be taken as part of this his Answer, the Original whereof being
of Record in this Honble Court And this Defendant further Answering says he
Admits that in Answer to the said Letter of the Seventh day of July One
Thousand Seven hundred and Eighty Eight he did Receive the Letter under date
the Twenty fourth day of January following and in which he did express
himself

himself Warmly with Respect to the Deceitful and Very Reprehensible Conduct
of the Complainant relative to the said General and Separate Letters And
this Defendant further Answering says he did Admit to he did Arrive at Masulipatam
in and Provided Ships that he might be to have Arrived on or about the Twenty
Sixth day of May last and that he might to have informed the Complainant that
he had Sold the Eighty One Bales of piece Goods for the Sum of Twenty four
Thousand and Twenty Nine Dollars and Sixty Nine decimals and that he
had left the same in the hands of the said Bernardo Pablo and this Defendt
further Admits that he did some short time afterwards Arrive at Madras
and that he did Not bring with him any Receipt or other Voucher of the said
Bernardo Pablo for the said Sum of Twenty four Thousand and Twenty Nine
Dollars and Sixty Nine decimals because this Defendant did Write to at
Masulipatam and deliver the same to Mr Latur Per Jacob Agreeable to the Comptes
Instructions to that effect as appears by this Defendant Letter to the Comptes
Dated Twenty Sixth day of May One Thousand Seven hundred and Eighty Nine
Copy translated whereof is hereunto Annexed for the inspection of this Honble Court
to which this Defendant begs leave to refer and prays the same may be taken as
part of this Defendant further answering says he denies
And this Defendant further answering says that all and every of the
Actings and doings have been Contrary to Equity and good Conscience or that
they have in any Wise tended to the injury of the Complainant and therefore
the Charges the Complainant has Attempted to establish therein are Altogether
fictitious and of no force or Virtue whatever And this Defendant further
Answering says that Notwithstanding the Assertions and insinuations
in the Complainants said Bill of Complaint contained he well knows that
he never gave any reason or other direction to this Defendant relative to the
Sale of the Goods at two Dollars for each Pagoda and he well knows that it was
Not in the power of this Defendant that or otherwise to the premises therein
he has done Because it is also well known to the Complainant that he did
not give this Defendant any Instructions to sell and dispose of the said
Eighty One Bales of piece Goods or give him any discretionary or other Power
to act therein independent of or jointly with the said Bernardo Pablo or
with any other person or persons but did Place him under particular
Instructions positive Direction and absolute Control of the said Bernardo
Pablo and in consequence thereof this Defendant was no more or no Answer
Consider

Consider himself other than as a Broker to the said Bernardo Pablo to bind as he might think proper the said Goods so consigned to him as aforesaid by the Complainant and therefore this Defendant could not have acted Contrary to Instructions as in the Complainants said Bill of Complaint is charged in leaving at Manilla the money for which the said Goods were sold instead of bringing to Madras but even had this Defendant been One of the responsible Agents of the Complainant instead of the Broker acting under the Orders of the said Bernardo Pablo he still would have acted contrary to the Instructions of the Complainant had he brought it with him the Amount Sales of the said Goods Because although the Complainant in his Separate Letter to this Defendt desires this Defendant in General terms to Sell the said Eighty One Bales of Piece Goods and remit the Amount thereof by the said Ships Dolphin and Yet in and by the said Letter hereinbefore referred to in the following Words "I hope You have received the Original of the above Duplicate I have sworded You by this Ships Dolphin and Your four Persons receive Discharge Last Orders" and in the said Joint Letter referred to the Complainant thus expresses himself "I hope You have Sold all my Goods before now those of the 132 Bales as well as the 81 for the nearest View and Act immediately following he thus gives his last Orders relative to the disposal of the Produce arising from the Sales of the said Goods "After You have Sold the aforesaid two Invoices out of the produce and the Sales thereof You will "Take 50,000 Dollars and send it to China in Canton Consigned to Messrs John Reuch and Pegus Raphael and Co. Mr Reuch will Proceed to China with the Money where he will receive my Instructions on this particular, if in case Mr Reuch does not go to China then You will send only 30,000 Dollars to Messrs Lane and Fitly Inglis in Canton" And the Complainant then directs that the "Remainising Silver should be sent to this Coast by the Ships Dolphin" And this Defendant says that so far from being a Surplus over and Above the said Sum of Thirty Thousand Dollar there was a Deficiency of nearly Six Thousand Dollars And this Defendant further Answering saith he admits the Complainant never did send to this Defendant any Instructions in the French Language and other Mention thereof in this Defendants said Letter under date the Twenty Fourth Day of January One Thousand Seven Hundred and Eighty Nine does not go to Assert that such Instructions ever were sent to this Defendant but that they were sent to the said John Reuch the Supercargo to whome the said Fifty Thousand Dollars was directed to be Given by the Complainant for so to the said Bernardo Pablo informed this Defendant and so this Defendant Believed and still Believes the Truth to be And this Defendant therefore denies that he acted contrary to reason or that he acted contrary to such French Instructions in delivering the Amount Sales of the said Eighty One Bales of Piece Goods to the said Bernardo Pablo instead of Delivering the Same to the said John Reuch for in fact he could not have done otherwise or Else he had no power to Act at all but as he should be directed by the said Bernardo Pablo who from time to time constantly collected and the Monies as This Defendant disposed of the said Goods so that in reality and truth this Defendant never had the Amount thereof in his hands and consequently had not the power of delivering the same to the said John Reuch But this Defendant Says he verily believes that the said Bernardo Pablo had intended to comply with such instructions as the Complainants said General Letter contained and did request this Defendant so to write to the Complainant and in consequence of such request of the said Bernardo Pablo this Defendant in his said Letter of the twenty fourth Day of January One Thousand Seven Hundred and Eighty Nine did write to the Complainant in the Words following "The Proceed in Ready Cash &c." but that at the Time this Defendant was about to return to the French Language" but that at the Time this Defendant was about to return to Madras the said Bernardo Pablo informed him that as the said John Reuch was not able to proceed to China he would Compleat the said Sum of Thirty Thousand Dollars and Send the Same to China himself by the first opportunity agreeable to the Complainants Instructions in the said General Letter of the Seventh Day of July One Thousand Seven Hundred and Eighty Seven Contained Observing that he was the Responsible Agent and Factor of the Complainant and was Accountable to him for his Conduct in the disposal of his property And this Defendant further Answering says and therein humbly insists that although it might Appear by the Exhibit A. Annexed to the Complainants said Bill of Comp.t that this Defendant was alone the Seller of the said Goods Yet that he is not thereby liable to the Amount thereof because as he has Already shewn he Acted in the Premisses as Broker only to the said Bernardo Pablo who has Also Signed the Original of which the said Exhibit may be a Copy, And that he is Acted from the express injunctions of the Complainant who ordered this Defendant in every particular to follow the directions of the said Bernardo Pablo

Pablo and because by the said joint Letter herein before referred to it fully
Appears that the Complainant has himself disposed of the very Sums of Money
for which he has brought this present Action Against this Defendant and
that by his Pointed and Specific Instructions that it should be remitted to
China the said Money that is to say the said Sums of Twenty four Thousand and
Twenty Nine Dollars and Sixty Nine decimals Remained in the Hands of
the said Bernardo Pablo as his agent and Representative and who under
and by Virtue of such his Situation did Dispose himself thereof And this
Defendant says that the same is well Known to the Complainant and that
he also well Knows that the said Sums so Disposed by the said Bernardo Pablo
is Subject to his the Complainants Orders and Will be remitted to him
by the said Bernardo Pablo whenever Requisition shall be made for that
Purpose Provided this first Orders for remitting it to China should not
have taken place From all Which Circumstances this Defendant
humbly Conceives it will be Evident that the Complainant has no Right
Whatever wherby to Call him into Question before this Honble Court and
this Defendant Verily believes And doubts not of Proving the same to the Satis-
faction of this Honble Court that the Object of the Complainant in this present
Litigious and unfounded Prosecution is and to procure redress for pretended
Grievances but only to harrass distress and ruin this Defendant and thereby
to gratify his evil Disposition towards him And this Defendant says that the
Complainant in this inequitious pursuit Accomplishment of such malicious
Purposes has in every Respect Acted Contrary to Equity and good Conscience and has
used every Endeavour and adopted every mode whereby the Most to injure
this Defendant and deprive him of that Justice to which he is Entitled
And this Defendant saith that the Complainant has Studiously and by every
Means in his Power adopted those fair and impartial Measures which Ought to Govern
the Line of Conduct in every Suit or in this Honble Court, Such has by suppressed
Matters of Fact the most material to the present Suit and intimately
Connected therewith Because he well Knew that by bringing them forward
all his designs would be rendered abortive and that all his Views against
this Defendant would be at an End further when this Defendant prayed
Over of a Letter mentioned and Set forth in the Complainants said Bill
of Complaint as having been Received from Bernardo Pablo he flew to Sub-
terfuge And declared it contained Nothing Material and that he had

Sent

Sent it back again to Manilla and further Although Mr Marcar Late Chief of the
Persons Named in the Defendant in the said joint Letter Arrived at
Madras Previous to the Complainants filing his said Bill of Complaint
Against this Defendant Yet the Complainant did not think Proper to make
him a Party there to this Defendant therefore has every Prospect of Ruin and
Must fall a Sacrifice to the Private pique and ungenerous Countenance
of the Complainant unless it may Please this Honble Court to grant him a
Relief against a Conduct so very unjust and in Order and as the only means
as this Defendant is Advised to obtain the Dismission this Defendant is about
to file his Cross Bill in this Honble Court Against the Complainant

All which Matters and Things this Defendant is
Ready and Willing to Aver maintain and prove as this Honble Court
shall Direct and therefore Most humbly Prays to be hence dismissed with
his reasonable Costs and Charges in this behalf Most Wrongfully Sustained

J. Stuart Hall
Atty for Defendant

Mr Edward Raphael

Sir

I hope by Almighty's kindness that You are always
illustrious and in Prosperity through Christs Mercy
We sailed from Malacca on the 24th August and we Arrived
at Cavite on the 16th September by Our unlucky ness it was Raining and Storms
every day that Nobody was able to come from Manilla to Cavite for Eleven
Days we were in such Manner that our Captain Wrote from on Board to
the Keeper of Castle at Cavite that the Ship was a leaky the Keeper of the Castle
immediately sent a Man by land to the Governor of Manilla who presently
Ordered the Officers should go by Land to search the Ship the Passengers and
the Captain freely might come to Manilla whenever they will. Upon the day
they came for searching the Weather was a little Faire Ten days again the
Weather was not faire that the Lords might be landed, but when we found

a

a faire Weather, we Landed the Goods at S.t Fernando, we had no house
for our Lodging we dwelt at M.r Bernardo's fortnights because no house
Was to be found, we took away the Goods from S.t Fernando also and kept in
two Godowns in the Interim your wretched Gregory fell sick for six Days
after died, Infected and Gregory's house became empty, we got that house
by means of Francisco Don David at 30 Dollars a Month, Then we shall
been able to bring in the house Our Goods to be sold, If You ask of this Years
Market it is very Miserable Market. No money in this place, great many
Goods as well of Our Nation as those of the Spaniards in a whole There are One
Thousand four hundred Bales of Goods, besides of Sundry kinds unsold Goods
Three Ships and a half Sloops Arrived from Bengal with about 600 Bales, two of
Them contracted with the Company at 41 ₰ Cent Profit upon Bengal
Goods, If You ask touching Our Goods sent for the Company offered at 16 ½
Reals of Pagoda as well to our Nation as to the Spaniards but nobody has
Accepted this Price, we saw Manilla in this Manner: we shall see how the
Almighty will Obey pleased, That we may sell this Goods we brought and to
put an End, the Gentlemen there they dont come near the Goods because two
Ships Cargo of Goods sent in two Years to Acapulco not one Ships Goods are
Sold, and neither the Silver is come for Goods this Reason they dont
come near the Goods and this is their Opinion that if they should not offer
at all Many Price for the Goods they might buy them so as to get off this two Years
Loss otherwise they would not buy this is the Opinion of the Gentlemen there
You will know the event of 9 Acapulco about five hundred Thousand
Men died by Plague and in the Northern Country there dies not a man to
dig up Silver or to buy Goods therefore the Goods Carried them are not sold;
This is the reason I wrote You the Company seeing that they are the Sole who
by the Goods they dont offer more Than 16 ½ Reals of Pagodas should they
Give us More we shall Loose a great deal, I declare this also, next Year there
Will be much more Miserable Market by Reason that there is no Money
in this place on Account of Tabacco Countraband, Is is one Million a Years
Farm therefore is all short of Money and the Inhabitants of the Country Great
and Small they have Wrote to the King of Spain for to be taken this Farm that
they might get out of this trouble, In case there should be had Money in
this place so as that these wretched Natives might get Money that they buy
Goods

Goods for them selves, otherwise every Year will Obe the Worse not the better,
I am to relate You M.r Bernardo's Procedure, as soon as he read over Your
Invoice of Goods told that those Goods never will Obe sold now the whole Country
Goods are delivered to me he would not care about this Business, if he comes
to me once in two days he go away in five Minutes and does no deligence at
all about this business, I declare You further, I have not got the Instruction
from You, it is in that Gentlemen's hand he told me once in this Manner
that M.r Edward set forth in this Instruction that You are not to sell less
than the price mentioned in it, In case the Goods should not be sold to be
Remained, and we are to raised Money here and send it Now we can neither
Get the Money nor we can sell the Goods at that Price, he told me once in this
Manner. Now I am to Inform Your Sir if it is true that You have Wrote
we are not to sell lower the Price, and to keep the Goods and send the Money
in return to You, for what I Observe this Gentleman neither he will
sell the Goods nor he will send You Money in return, if the Goods will Obe
kept I think You will suffer a great Loss which forbid it is my Opinion of
What I have wrote You but I shall once like wise Your written Instruction if it
is to send or not, I will write You in my Next, we shall Know if Probably the
Company may offer more or other Gentlemen may buy them at such a
Prices as the Proprietors of the Goods might not Go Home the Last we got two
Ships to the Company the price offered by them, but the Lists go home with You
Will Obe Requainted by them, I have reported there that the Company have
Contracted with the W.r Ceylon at Pondicherry and at Bengal with four
Gentlemen at 3 ₰ Cent Commission to be taken by them and to be Lauch a
sort Goods for the Company there dies no Ships this Year for the Coast, the Ships
St Lewis goes to China Laden with Rice they dont permit the rice to be
Carried by the Foreigners except it is Ordered so, is the Inhabitant to Carry to
China the Country Goods I am selling by retail Cloth hardly Produce at 2 ½
Dollars of a Pagoda, those of southward Goods of Canoe ones I cannot relate
You what kind of Goods are they but I declare You I have sold a few of them
by retail Cloth hardly Produce at 2 ½ Dollars for a Pagoda, if they all We sold
away it will be a great Matter, but I dont think such kind of Goods
Will ever be sold, Be You Requainted of it. The 24 Bales consigned Them

and

and Johns to be sold at the Market Price but You have not given me the Invoice of the Goods except the Bill of Lading how often I have told to Johns that the Ship goes to China that we ought to send the Money he Answered me that it is to send more Money to China wich shall send it along with it I have not got the Invoice of the Goods that I may sell at the Market price that Gentlemen got it but he would not give it me I do not know what is his Opinion founded upon I shall write to inform You in my Duplicate in particular all the event to this Needless that I shall write You of his demeanor But I suppose Mr. Marcar will inform You of every Procedure but for Your sake I must suffer this trouble and bear it

The four Bales You delivered me belonging to Mr. Vicent and three Bales of blue Bengall handkerchiefs of which one Bale You wrote 30 Pagodas and 2 Bales 22½ Pag.ª it is sold at this place that quality of handkerchiefs at 40 Dollars ₰ a Corge I do not know to do and one Bale of 40 Guibits at 40 Pag.ª they dont Look at them I have sold two Pieces at 10 Doll.ª ₰ Piece if in this manner should be sold a great Loss there will be &c.ª

B.ª You with prosperity through the Lord ✠ Manilla 15th November 1787

Duplicate

I do acquaint You further this I have wrote You in my Prior that the List given as well by the Company as by us both goe home to You but I have not seen neither of the two Lists I have wrote to You by Mr. Bernardo saying for I have asked him often that I may see the Copy of it hitherto he is delaying pointing me and by us to of by this You must know the Secret of these two Gentlemen who I cannot declare but we have yet time to speak on this head

This a Month since I am selling by retail of the Goods the whole that is sold to this day come to 2600 Dollars in ready Money and by Trust which I have in Outstanding be You known B.ª You Mr. ª prosperity through the Lord Manilla 15th November 1787

My Respects to Mr. Raphael and Ann. Maria and to Aga Luis I shall be obliged to You if the Reverend Father Pegues is there

Present my respects to him I shall be Obliged to You

I am Your Servant

(Signed)

Joseph Anthony

A true Copy

Stuart Hall

To Mr. Edward Raphael

Sir

I hope by divine kindness that You are all illustrious and in good Success

We sailed from Manilla on the 20th February in the Snow Don Pedro Augusto and we Arrived here (at Masulipatam) the 25th Instant finally I cannot relate You what trouble we have had in this Snow &c.ª

The 81 Bales of Goods Consigned by You I have sold they Produced free from Charges 24027 Dollars and I have delivered in Ready Cash to Mr. Bernardo the Account Written in Spanish Language by the said Gentleman I have by me with a Letter thus much I acquaint You

The 6th Bales of Goods which You consigned to me by yours I have sold them wholesale Nett Proceed is 2500 Dollars I am Waiting for Your further Order regarding the said Silver to Mr. Bagram is to send to Madras four day after I will send Your Letters by the said Gentleman and I am waiting here for Your further Orders &c.ª

Masulipatam 26th May 1789

By Jayes

Your Letter of the 31st May You Wrote to Mr. Salter per Jacobite Snow the Manilla should be arrived at Masulipatam

Masulipatam 1 Whatever Letters are by me either Yours or Others together
With Your Accounts the whole to be delivered to the said Mr Salter
that the said Gentleman might transmit them to You by Jupiter I have
executed agreeable to Your Order.

An Article of an Account which Mr Bernard has wrote
about the Sale of Our 81 Bales of Goods free from Charges I have also delivered
to Mr Salter with a Letter, and 15 Letters I had also for others I have
delivered to the said Mr Salter that he may transmit You by Jupiter,
Whatever Letters I had for Messrs Shamier Lover and Abraham Jacob
I have delivered all them there to Mr Bagram

I am Surprized Sir, I have wrote You in this fortnight last
that I am waiting for Your further order hitherto I have had no Answer
to my Letter I wrote, finally I hope You may have received my Letter
and Waiting for my Letters Answer, be You with Happyness by the Lord

Masulipatam 4th June 1789.

Your Servant
(Signed)
Joseph Antonio

A true Translation as near as can be taken from the Original Armenian
Language by

Denis Phillippus Calendar

Sworn to be a true Translation
as near as can be from the Armenian
Language by Denis Phillippus Calender
this 9th Day of November 1789

Before me
Wm Webb
Mayor

True Copy
G. Taylor
Dept. Ty Regr

true Copy
J. Stuart Hall
Atty for Defendt

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Dept. Ty Regr

true Copy
J. Stuart Hall
Atty for Defendt

To Messrs Bernardo Pablo Johan Roche Marcar Lazar and Joseph Antonio Manilla

I have Written You on the 30th June last by the Ship Le Sylvain
as Pr Duplicate herein inclosed, this You will Receive by the Ship Le Sylvain
Captain Edwards will Shortly sail from Pondicherry Pogue You have sold
all my Goods before now those of the Invoice of 132 Bales as well as the 81
for the most You could get and the time Permit, I do not wish to keep them
any longer, You will therefore put an end to the matter for Profit or Loss, obser-
ving that I have trusted Him your Probety and do not doubt of your Procuring
for our Interest and the better success in the Sale, I trust in God to be saved
from Prejudice after you have sold the before said two Invoices out of the
Produce and the sale thereof you will take fifty Thousand Sp$ 50,000/ Dol-
lars and send it to China in Canton Consigned to Messrs Johan Roche and
Pogues Raphael, and to Mr Roche Will proceed to China with the Money,
Where he will Receive my Instructions on this Particular, in case Mr
Roche does not go to China then you will Send him by Thirty Thousand Sp$ 30,000/
Dollars to Messrs Lanas and Fils by the Ship in Canton ordering them to Receive

and

Receive and Comply According to what I may write from thence, I also
Advise You that it will be more Proper that the Silver be laden on board
such Vessells as may go directly to Canton, than to Macas, I do not believe
that there will Be Ships wanted this Year because there are three only
that goes from Bengal to Manilla, and from thence to China the
Remaining Silver you will Send to this Coast by the Ships Dolphin and
in Bills to be delivered to and in my absence to Mr. Miguel Joannes
if You should Dye before, he shall Be obliged And in case the said Ships
Dolphin does not come to this Coast, and there are no other in their stead
that Comes directly to the Coast in this Case, let all My Interest go to China
With Mr. Roche in his Absence to the before said Gentlemen Lana and
Fitz Hugh, but I expect that the Dolphin will Be without fail Returned to
the Coast, because I have been Assured so by Mr. Coulson.

By this Occasion I have Written to Mr. Diogo Graces Herrera
begging and Praying that he will Again Accept of my Concerns in his
hands if it should so happen. You will have the Goodness to remit
it to him and Mr. Roche and Marcar follow According to the
Determination of Mr. Herrera. As Mr. Urella arrived here late he
has lost the Company's Freight but is doing his best to procure Freight
and Returns back, if it should happen so I may resolve other things
in my determination of Which I shall Let You know in the Interim
this With Love in all as I have instructed According to my Pleasure God
save You for many Years.

I am
Your Sure and Allentive Humble Servant

Madras
7th July 1788

Translated as near as can be by
Wm. Lewcock
Port Lt.t

True Copy
Gn. Taylor
Dep.y Reg.r

True Copy
Ellicat Hall
Att.y for Defend.t

A Reposta do Joseph Antonio
Mercador da Madrasta Defendente
Pella Duiza do Edward Raphael Tam-
bim Mercador da Madrasta Duzante

Este Defendente agora e todo o tempo de aqui adiante
salvando e reservando ellle mesmo todo e todo maneira do Beneficio
e advantagem do Exceppcao pollo muitos Errors, Incertidaens, Incon-
ssequencias e Imperfeccens nos Duiza do dito Duzante se contem,
for Reposta do qual outtanto quanto dellla como este Defendente
he avisado, he Materia boa e Necessario ao ellle para a fazer Reposta
dellla, ellle este Defendente Respondendo diz, que ellle Negao ser verdei-
dado ao Duzante na Soma de Quatorze Mil Oito Centos e Settenta
e Nove Pagodes, doze Fanoens, e Corenta Oito Caixs, como he falsamente
Carregado na Duza do dito Duzante, ou em Qualquer outra Soma
ou Somas de Dinheiro, e este Defendente mais diz que elle Admittiera
que elle podia se haver embarcado para Manilla no tempo que na
Duza do dito Duzante he fica Promulgado, com Cargo de Oitenta hum
Fardos da Fazenda Pintado, e que o dito Oitenta hum Fardos da
Fazenda Pintado podia ser sido e Propriedade do Duzante, sendo
nao admitte que elles forao Consignado a elle e Bernardo Pallo Mer-
cador da Manilla, por que, elle Este Defendente nunca Recebeo de
Duzante ou Qualquer pessoa por elle, a factura ou Conhecemento
della, ne tinha ella Mostido com algum Poder ou Authoridade nella,
o qual este Defendente na propria tempo espero de Provar. Este
Defendente Positivamente Negao, que ella algum tempo Recebeo de
Duzante o pretendido Instruccao mencionada na Sua Duza, tocante
ao Retorno do total Produto da dita Oitenta hum Fardos da Fazenda
Pintado, pouco. Nao Glora Ventura ou relativo a venda ou outro Disposi-
cao della, ou como, ou em que maneira, ou por qual Canal, ou por
Qual meyo Remittencias da tal produto devia ser feito no Evento do

Retorno

Retorno da dita Nao Gloria Ventura da Manila Para a Madre de
Deos alem da dita Outenta e hum fardos da fazenda Pintado,
Sor que Este Defendant declare que Quando o Queixante entregou ao Cargo
de Este Defendente os Outenta e hum fardos da fazenda Pintado, tambem
entregou ao elle hum Paquete delado Addressado na hum Lingua
Desconhecido ao este Defendente, com particular e especifica Instrucçoens,
que elle immidiatamente depois da sua chegada a Manila, entre-
gasse o mesmo junto com os dito Outenta e hum Fardo de fazendas
Pintado ao dito Bernardo Pablo, baixo da cuja Ordem o Queixante in for-
mou este Defendente que elle tinha de considerar de hy em diante, e confir-
mar enteiramente ao todo e cada hua Requisiçao e Commandas delle, e este
Defendente mais Respondeo Diz quando elle chegou em Manila delle
entregou o dito Paquete por o dito Bernardo Pablo que em dezejos de ber
Lido e Contendo della, informou este Defendant que elle esta Defendente
era nella apposentado para Actuar baixo das suas Ordens, por em o dito
Bernardo Pablo naõ tinha commendado ao este Defendente em nenhuma
outra Cauza tocante fim ou Sentido do dito Paquete nem este Defendente
Sabia alguns Particularidades della, em qualquer outro tempo seja
do dito Bernardo Pablo ou de qualquer outra Pessoa, Assim que
este Defendente em obidiencia do preceito que elle recebeo do Quei-
xante prevenio a sua Partida da Madre de Deos, e conforme a informaçao do
dito Bernardo Pablo na sua chegada a Manila, qual he exactamente
correspondente com tal Preceito que este Defendente sempre conside-
rava o dito Bernardo Pablo como a sola Agente e Representativo do
Queixante em consiquencia do qual lhe dezia sua Derecçoens e obedeceo
todos suas commandas, Este Defendente mais Respondeo e diz que
elle Admite, que o Queixante Podia Ter escrito no tempo mencionado
na sua Queixa de se tomar a Somma de dezasseis Mil e cinco Centos e
Vinte Seis Patacas e que elle podia ter feito a Provisaõ mencionado
Por elle na dita Queixa por ser a seu arbitrio, junto com a intere-
sia que podia haver tido Devendo naquelle e Este Defendente

Admitem

Admitem por ter escrito a Carta da data do Onze de Novembro que
era no Anno de hum Mil Sete Centos e Outenta Sete e a trinta de
Janeiro que era no Anno de hum Mil Sete Centos e Outenta Sete e a
trinta de Janeiro que era no Anno de hum Mil Sete Centos e outenta
Outo, e que tal Cartas podia haver contenha as Varias e particulares que
se Contem na Queixa do dito Queixante, Porem o Este Defendente humil-
demente insiste que o Queixante tem por o para si alTirado fora, que
tem feito delles, faz deligencia de levar hum Idea muy contrario
do Verdadeira Intento e Emcaõ da dita Cartas, e que elle tem Suppore-
mido Passagem nella Encerado, qual no Equidade he boa Cauzem-
cia elle devia trazer por diante, por que Este Defendente Diz que na
dita Carta do Onze de Novembro de Mil Sete Centos e Outenta Sete,
Este Defendente tem mostrado que o dito Bernardo Pablo tinha
tomado todas as cauzas baixo da sua Propria direcçaõ, que elle guardou
de Este Defendente a factura Qual pareceo elle, de Vender aos preço da
Feira com Instrucçoens dado por o Queixante, e que elle naõ queria
Vender os fatos, nem queria remiter nem hum Somma do Dinheiro,
como Ecramente Apparecera por hum Copia de Traduçaõ da dita
Carta nisso Remcaõ por o Inspecçaõ deste Honoravel Corte, ao qual
este Defendente pede Licença de referir, e pede que o mesmo seja Recebido
Como hum Juante desta sua Resposta, o Original do qual fica no Registro
deste Honoravel Corte. Este Defendente admite que o Queixante
podia ter Escrito por o Nao Delphim Somma junto com Hum Carta ao
Bernardo Pablo, Sobre Remcha e Marcar Saltura este Defendente, baixo
da data de Degaseis de Julho de Mil Sete Centos e Outenta Outo,
que podia tambem baixo do mesmo Data ter escrito hum Segurado
Carta ao este Defendente, porem este Defendente Especitivamente Negaõ
que na tal Unido Carta contenha a Materia como fica pareceu ilgado no
Allegaçaõ do dito Queixante, que elle Derecto de elle de Vendero o dito
Outenta e hum Fardo de fatos pintado por Qualquer Via, Seja

Ganho

Ganho ou Perda q.e para fazer hum Retorno de todo por o dito Chalupa
Dolgitim Por o Duzante, e por unido Carta em Lugar de requerer
hum Retorno da entteira Monta do q.e producto do dito Outenta e hum
Fardo da fazenda asima dito, Por o dito Não Dolgitim elle absoluta=
=mente Derecto q.e para mandar a China e por qual seu Mestre
=e como lhe dado na Palavra as Siguinte" Dezeio que elle Vender
" a Soma mencionado na Doos facturas fora do q.e producto e Emdas
" della elle Remetara 50000 Patacas emandara a China" E Torna
"no mesmo Carta elle Diz" O restante Prata elle mandara q.e para
" esta Costa por o Não Dolgitim por Conhecemento" como parece
Por hum Copia do Traducção do dito unido Carta ao isto Anexo
por o inspecção deste Honorave Corte ao qual este Defendente
Pede licença de referir e pedir que o mesmo Seja tomado como hum
Parte desta sua Reposta, e Original do qual fica no Registro
deste Honorave Corte.

E este Defendente mais Respondeo Diz que elle
Admitem que por Reposta da dita Carta de Dezasete de Julho
de Mil e oito Centos e Outenta outo, elle Escreveo a Carta da data
de Vinte quatro de Janeiro Seguinte, em qual elle exprimio com
fervor tocante o Engano em q.e Segurehensivel Mendueto do Duzante
Eleitivo ao dito Geral e Esperado Cartas, e este Defendente mais
Respondeo Diz que elle Admite que elle chegue em a Macau Espatam
na hum a Nao Espanhol que elle asima pode dia ter Chegado em
Vinte e Seis de Mayo Passado, e que elle pode dia ter informado ao
Duzante, que elle Vendeo ao Outenta e hum fardos da Fazendas
Pintado para a Soma de Vinte quatro Mil e Vinte nove Patacas
e Sesenta e Nove Decimale, e que elle guardou em caza nas mãos
do dito Bernardo Pablo, e este Defendente mais Admitem que
Algum Poco tempo depois da sua Chegada em a Madras tal elle
Não

Não tinha trazido com elle nenhum Recibo ou outro testeficação
do dito Bernardo Pablo para a dita Soma de Vinte quatro Mil e
Vinte nove Patacas e Sesenta e Nove Decimale por que este Defendente
estando em a Masulipatam entregou o mesmo ao Senhor Latur Jor=
Jacob, comforme a Instruccão do dito Duzante ao tal effeito, como
Parecera q.e para a Carta deste Defendente ao Duzante da data de Vinte
Seis de Mayo de Mil e Sete Centos e Outenta e Nove Copia do Traducção
do qual fica ao isto Anexas por a Inspecção deste Honorave Corte o qual
este Defendente q.e de Liberdade de referir e pedir que o mesmo Seja
tomado como parte desta sua Reposta e Original do qual fica no
Registro deste Honorave Corte. E este Defendente mais Respondeo
Diz que elle nega que algum da sua Acções e fazeres era Contrario ao
Equidade e boa Concuencia ou que elle em qual quer modo Acompanha
Para injuria do Duzante, e por isso os Cargos que o Duzante lem=
entutado de estabelecer so bre elle he Nullo de por junto Lecticio e de Men=
hum Forca ou Virtude qual quer, e este Defendente mais Respondeo
diz que não obstante os affirmacoens e emcommassoens na Duzante
Duzante ou contem, elle bem sabe que elle nunca deo algum Respeito
ou outra Derecções ao este Defendente Relativo a Vendo da sua Fazendas,
a dois Patacas para cada Pagode, e elle bem sabe que não tinha no poder
deste Defendente de Retuar de outro modo na Premissas do que elle
tem feito, por que do Duzante bem sabe que elle não tem dado ao este
Defendente mem hum Instruccões para Vender e Despozar o dito Outenta
e hum fardos da fazenda Pintado, ou dar a elle algum Descretiona=
rio ou outra Poder para Retuar nella sendo q.e dependente do, ou junto
com o dito Bernardo Pablo, ou com outra qual quer Pessoa ou
Pessoas, por cima disso ou elle este Defendente bem da Particular instru=
=ccões, Positivo Derecção e absoluto Seguir entendencia do dito
Bernardo Pablo, e em consequencia do qual este Defendente não
tinha

tinha. Mais mesmo podia elle considerar de hy em mesmo de outra
Modo, senão como hum Corretor do dito B. Bernardo Pablo para
Vender a dita Fazenda. Assim consignado ao elle Senhor o Encarante,
como elle lembrava, e por isso este Defendente não podia Actuar Con-
trario ao Instrucções como fica Carregado na Carta do dito Encarante,
para haver de ter deixado o dito Dinheiro em Manilla em lugar de
trazer em mesmo para a Madre Patria, e por em este Defendente nunca
foy hum dos Ostensivos Agentes do Encarante, em lugar do
Corretor Actuando baixo das Ordens do dito B. Bernardo Pablo,
elle havia de Actuar Contrario ao Instrucções do Encarante,
se elle trazeo comsigo a Importancia da Venda da dita fazenda,
por que ainda que o Encarante na Sua Segunda Carta ao este
Defendente, pedio a este Defendente em geral Termos de Vender a
dita Quentada de hum fardos da fazenda Pintado, e Remetter
Importancia della a por o dito Nao Dolphim, a lem disso pella dita
Carta elle referé o unido Carta a Sua Referido na seguinte Pala-
vras "Espero que VM. terá Recebido o Original de Sobre dito
" Duplicado Em Escrevy VM. por este Nao Dolphim na sua quatro
" Pessoas qual he minha VM. Ultima Ordens" E na dita unido Carta
Assim Referido, o Encarante Assim se expressa de sy mesmo "Eu
" espero que VM. terá Vendido todo minha fazendas antes de
" este, aquellas da factura de hum Cento e Trinta dois fardos, como
" tambem as de Quentada de hum por ser mais que VM. pode achar"
E unido a tenente seguinte elle Assim se dá sua VM. Ultima
Ordens Relativo ao Despor do Producto que proceder a da Venda
da dita fazenda. "Depois que VM. terá Vendido a Parte dois
" facturas fora do producto e venda della, VM. remara 30000
" Patacas e mandara a China em Cantão consignados aos Senhores
" Johm Rouche e Pogos Raphael e Senhor Rovel Sierra a China
" com Dinheiro ao onde elle Recebera Minha Instrucções neste
" Particular, se no Cargo Senhor Rouche não Sera a China então
VM.

" VM. mandara somente 30000 Patacas ao Senhorio Lane e Fitz=
" hugh em Cantão" E o Encarante entaõ se Directa que o Restante
Prata mandara por este Costa por o Nao Dolphim" Este Defendente
diz que em lugar de ter hum Sobejo mais do que a dita Somma de
30000 Patacas ha tinha hum Deficiencia que faze de 6000 Patacas
Este Defendente mais o respondendo diz que elle Admitem, que o
Encarante nunca tinha mandado ao este Defendente mencionar
Instrucções na Lingua Franceza Ao Qual mencionando na
Carta deste Defendente, da data de Vinte Quatro de Janeiro de
Mil e Oito Centos e Outenta Nove, não se val para Affirmar que tal
Instrucções foy mandado ao este Defendente, por em elles foraõ
Mandado ao dito John Rouche a pessoa ao quem o dito 30000
Patacas foy Directado para se dar por o Encarante, por que a Somma
dito B. Bernardo Pablo em fim mesmo ao este Defendente, e assim o
Defendente Creo e ainda Crê por ser Verdade este Defendente por
isso nega que elle Actuo contrario por o rezaõ, em que elle Actuo
Contrario a tal Instrucçaõ Franceza em entregar a Importancia da
Venda do dito Outentada de hum fardos da fazenda Pintada ao dito
B. Bernardo Pablo em lugar de entregar o mesmo ao dito John
Rouche por que em facto elle não podia haver feito outro modo,
especialmente elle não tinha nenhuma Poder de Actuar totalmente
so como elle Verá Directado por o dito B. Bernardo Pablo quem de
tempo ao tempo constantemente Selectava os Dinheiros assim como
este Defendente se Despozava a dita Fazenda, qual foy em Real
Date e assim o verdade Crê este Defendente nunca tinha a Importa
della na sua Maos, e consequentemente não tinho o poder de
entregar o mesmo ao dito John Rouche, por em este Defendente
Diz que elle Verdadeiramente Crê que o dito B. Bernardo Pablo
Tinha de intentado para cumprir com taes instrucções como na Carta
Referida Mandado, e Requesto o este Defendente Assim de Escrever
ao Encarante, em Consequencia de tal Requisito do dito B. Bernardo
Pablo

Pablo Este Defendente na sua dita Carta de Vinte e quatro de Janeiro de Mil Oito Centos e Outenta e Nove, Escreveo ao Duarante na Palavras seguintes "O producto de Dous Centos Cinquenta nos entregamos ao Sobrinho conforme as Instrucçoens do Sñr Escrito na Lingua Franceza" Porem em o tempo que Este Defendente tinha ao Redor de se retirar para a Madrasta o dito Bernardo Pablo informou elle, como o dito Sobrinho não tinha capaz de proceder para a China e que elle cumpliria para a dita Soma de 30000 Patacas e mandara o mesmo para a China por o primeiro Opportunidade conforme as Instrucçoens do Duarante na dita Carta Geral da Este de Julho de Mil Oito Centos e Outenta e Sette contheudo, observando que elle era o ostentavel Agente e Factor do Duarante e era Responsavel ao elle para a sua Conducto no despor da sua Propriedade, e este Defendente mais o responde e diz em ella humildemente sinceste que alleguido era por o Exhibe A. Annexado ao Duaa do dito Duarante que este Defendente era so o vendador da dita fazenda como do aquillo elle não he subjeito para a Annexa della porque como elle ja tinha mostrado, elle Actuo na Presente sao como Corretor somente por o dito Bernardo Pablo, que em tambem assinou o Original do qual o dito Exhibe por ser que he hum Copia e que elle assim Actuo por o expresso Ordens do Duarante, que em sor denou este Defendente no todo Particular de seguir o Derecçoens do dito Bernardo Pablo, e por que por o dito junto Carta assima referido por o qual Chegamento Appareceo que o Duarante tinha elle mesmo despozado o mesmo Soma do Dinheiro por qual elle trazeo sua Presente Acçao contra este Defendente, por sua prontada especificado, Instrucçoens o dito Dinheiro devia ser remettido para a China, quer dizer a dita Soma de Vinte quatro Mil e vinte nove Patacas e Secenta Nove Decimal que ficou nas maos do dito Bernardo Pablo como sua Agente e Representativo e que em sua por Virtude da sua Situaca e Profissoens

do

do seu mesmo della este Defendente Diz que o mesmo he bem sabido ao Duarante, e que elle tambem bem sabe que a dita Soma Ysim foi sofocado por o dito Bernardo Pablo he subjeito ao Ordenino do Duarante, e era remettido elle por o dito Bernardo Pablo quando Requisiçao era feito por aquella propposto, com tanto, se a sua Primeira Ordem para remetter o mesmo para China não tem tomado lugar, do todo qual Circumstancias este Defendente humildemente Concebe que he Evidente que o Duarante não tem Direito nenhum de tragar elle em Questao perante este Honoravel Corte, e este Defendente Verdadeiramente he não duvida de provar o mesmo para Satisfaçao deste Honoravel Corte, que o objecto do Duarante na sua Presente litigiouzo Prosecuçao não he para procurar Redresso por o que tem dito do Agravo porem somente para fatigar Destrosar e Ruinar este Defendente e por aquelle meios para Gratificar sua mao Disposiçao ao este Defendente e este Defendente Diz que o Duarante na sua iniquitous e Perseguiçao para Cumprimento tal malicious e intento em todo Respecto Actuo contrario por o Equidade e boa Consciencia, e tem executado todo Meos e adoptado todo modo para injuriar este Defendente e Degraduar elle da tal Justica por qual elle he intitulado Este Defendente Diz que o Duarante fiz diligencia e por todo maneira Reaou a aquellas Lingoas e simgularcial meio da qual devia dar a linha do Conducto por todo Demandedas perante este Honora= vel Corte, elle tem Suprosado Materias de facto e mais Material para a Presente Demanda e intimadamente Connectado com elle, por que elle bem sabe se que o fose trazido diante todo sua Desiguios tendera a borotivo e todo sua intento contra este Defendente he avia ter hum fim, mais quando este Defendente pedio a Vista de hum Carta mencionado na Duaa do dito Duarante, como tive recebido do Bernardo Pablo, elle caminhou por Subterfugio e declarou que o mesmo não continha nenhum Cauza Material, e que elle tinha mandado o mesmo Outra vez para Manila, e

Mais

Mais, ainda que o Marcar Saturnino das Pessoas mencionado como este Defendente na dita junta Carta Chegou em o Madrasta primeiro ao emfio o Queixa do dito Queixante contra este Defendente, allem disso o Queixante Muca Lembrou Propio para fazer elle hum parte junto com este Defendente, por isso este Defendente hem tudo Prospecto da Ruina e deve cair hum Sacrefficio ao Privado pique e sangeneroza Ira do Queixante se que este Honoravel Corte nao dara elle o Relivo contra o Conducto tao injusto e como a unica meos como este Defendente he Avisado, para alcançar em como este Defendente esta ao Redor para Emfiar sua Contra Queixa mesto Honoravel Corte Contra o Queixante.

Todo Quanto Materias e Cauzas este Defendente esta Reste para Verificar Mantemiar e provar como este Honoravel Corte ade Declarar e por isso muy humildemente pede deser de aqui Despidido como sua Honoravel Custas e Gastos nesta Particular muy erradamente Sustentado

Sworn to before me
this 4th day of February 1790
The Contents hereof having been
Previously explained to Joseph
Antonio by William Lewcock
Interpreter

Jos. du Pré Porcher.
Alderman

Filed in Court the
2d March 1790

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Antonio Joseph of Madras Merchant That whereas Your Orator was appointed to Sometime in the Year of Our Lord One Thousand Seven Hundred and Eighty Seven by Edward Raphael late of Madras Merchant to take Charge of Sundry Goods and Merchandize and Embark with them on Board the Ship Gloria Ventura for the Island of Manilla where Your Orator was to dispose thereof as soon as possible and as he should be advised by Bernardo Pablo of Manilla Merchant taking to himself from the Amount Sales a Commission of five per Cent as a Compensation for his Trouble And Your Orator Sheweth that According to such proposals and Conditions the said Edward Raphael did inform Him that such Goods consisted of Six Bales and were Valued at One Thousand Nine Hundred and twelve Pagodas And Your Orator Sheweth that the said Edward Raphael did at the same time inform Your Orator that he had also Shipped on Board the said Ship the Gloria Ventura Eighty One Bales of piece Goods Valued at Fifteen Thousand five Hundred and twenty Six Star Pagodas and three quarter which he did request Your Orator to take Charge of also and deliver the same on his Arrival at Manilla to the said Bernardo Pablo and Your Orator Sheweth that some short time previous to the Departure of the said Ship the Gloria Ventura the said Edward Raphael did entrust to his Care a Sealed Paquet with a Superscription thereon in a Language to Your Orator unknown and did desire him to deliver it to the said Bernardo Pablo directing Your Orator at the same time to obey his the said Bernardo Pablo's commands, attend to his Instructions and Conform to every requisition he might make and Your Orator Sheweth that Some time in or about the month of July in the said Year of Our Lord One Thousand Seven Hundred and Eighty Seven he did Embark on Board the said Ship the Gloria Ventura for Manilla and did arrive there an-

or

or about the Months of September following And Your Orator Shews to the that Immediately on his arrival at Manilla he did wait on the said Bernardo Pablo and informed him that the said Edward Raphael had Consigned to him the said Bernardo Pablo Eighty One Bales of Piece Goods and that the same was then on Board the said Ship the Gloria Ventura and Your Orator Shews to the he did then deliver to him the said Bernardo Pablo the said Sealed Packet to which the said Bernardo Pablo did inform Your Orator was from the said Edward Raphael and that the said Edward Raphael therein Signified that he had Directed and Appointed Your Orator to Act under the Orders of him the said Bernardo Pablo And Your Orator Shews to the that the said Bernardo Pablo did not Communicate to him any further the Contents of the said Letter enclosed in the said Sealed Packet but did acquaint Your Orator that the said Sealed Packet did also enclose the Invoice and Bill of Lading of the said Eighty One Bales of piece Goods And Your Orator Shews to the that he Never had in his possession either the said Invoice or the Bill of Lading of the said Eighty One Bales of piece Goods but that the same remained in the Possession of the said Bernardo Pablo together with the Letter of Instructions Whereof a Copy or said to be a Copy Marked **A** is delivered into this Honble Court by the said Edward Raphael in the Original Suit at the Instance of Your Orator and Your Orator Shews to the that this fact is clearly established in a Letter Addressed to the said Edward Raphael by Your Orator dated Manilla the Eleventh of November One Thousand Seven Hundred and Eighty Seven for Your Orator therein informs the said Edward Raphael that the said Instructions were in the Hands of the said Bernardo Pablo who had told Your Orator that the said Edward Raphael had Signified in such Instructions that the goods were not to be Sold at a Price less than therein mentioned, that in case the Goods could not be Sold they were to remain and that money was to be raised thereon and sent to the said Edward Raphael that the said Bernardo Pablo did thereon remark that the Goods could not be sold at that Price nor could Money be raised And Your Orator Shews to the that so far was he even acquainted with the said Instructions that he was much surprised at the language of the said Bernardo Pablo and

And did absolutely doubt the Matter pretended by him to have been set forth in such Instructions and under such ignorance and under such impression he did in the said Letter ask the said Edward Raphael if it were true that the goods were not to be sold at a lower Price but were to be kept and Money raised and did say that the said Bernardo Pablo would either Sell the Goods or raise the Money as appears by the said Letter Marked **D** delivered in by the said Edward Raphael in the Original Suit and now of Record to which said Letter Your Orator begs leave to refer and prays the same may be taken as part of this his Cross Bill of Complaint And Your Orator further Shews to the that some time after his Arrival at Manilla he received a Letter from the said Edward Raphael dated the Eleventh of July One Thousand Seven hundred and Eighty Eight in which the said Edward Raphael says "Hope you have received the Original of the above duplicate I have Wrote you by the Ship Dolphin on Your four Persons which die my last Orders as appears by the Copy of the said Letter Marked **F** delivered by the said Edward Raphael into this Honble Court in the Original Suit and die now of Record to which Your Orator begs leave to refer and prays the same may be taken as part of this his Cross Bill of Complaint And Your Orator further Shews to the that being ignorant of the meaning of the said Edward Raphael relative to the four Persons and what the last orders might be she did apply to the said Bernardo Pablo for information thereon and the said Bernardo Pablo did then shew to Your Orator a Letter received from the said Edward Raphael by the said Ships Dolphin which he said was the Letter & the said Bernardo Pablo did then read the Letter received from the said Edward Raphael by Your Orator and that the four Persons therein named were Simon of Robin Roach, Marcar Letur and Your Orator And Your Orator Shews to the that the said Bernardo Pablo did then read the Contents of the said Letter to Your Orator and Your Orator believes the Exhibit Marked **B** delivered into this Honble Court by the said Edward Raphael in the Original Suit may be a true Copy thereof to which Your Orator prays reference and that the same may be taken as part of this his Cross Bill of Complaint And Your Orator Shews to the that the said Letter did direct that after Sale of the Goods Contained in

two

Two Invoices that is to say in one Invoice of One hundred and thirty two Bales Originally consigned to the above named John Roach and in the Invoice of the said Eighty One Bales Fifty thousand dollars arising out of the Amount Sales should be sent to China in Canton consigned to Messieurs John Roach and Pogue Rayhael And did Advise that the said John Roach would proceed to China with the Money and that he would there receive the said Edward Rayhaels instruction Thereon And the said Letter did further direct that should the said John Roach not go to China that then Thirty Thousand Dollars only should be sent to Messieurs Law and Fitzhugh and that the remaining Silver should be sent to the East by the Ships Dolphin and Bills at Sight as will fully Appear by the said Letter reference being thereunto had And Your Orator Sheweth that Touch Letter that is to say the Letter Addressed to the said Bernardo Pablo, John Roach & Marcar Sater and Your Orator is Altogether different from the said Letter Addressed to Your Orator that is to say the said Letter under date the seventh day of July One thousand seven hundred and Eighty Eight and marked with the Letter **F** And Your Orator further Sheweth that the said Bernardo Pablo did at the same time inform Your Orator that the said Edward Rayhael had Written a Separate Letter to the said John Roach giving him instructions to dispose of the Property of the said Edward Rayhael which was in the hands of the said Bernardo Pablo that is to say the said Eighty One Bales of Piece Goods for Your Orator Sheweth that the said One hundred and Thirty two Bales mentioned in the said Letter Marked **B** there was and ever had been in the Possession of the said John Roach and that the said John Roach was to follow his the said Edward Rayhaels instructions in disposing of the same declaring that he confided Solely in the Honor and fidelity of the said John Roach And Your Orator Sheweth that in consequence of such Letter the said John Roach who was a vain Empty Young Man did boast that the said Edward Rayhael would confide in no one but himself and that he should have the entire Management of all the Concerns of the said Edward Rayhael that were at Manilla should any thing happen to the said Bernardo Pablo that he was in fact the Superior and that had not his Name by Accident been mentioned in the said Letter Marked **B** he would have turned out the whole of the parties therein Particularised that is to say the said Bernardo Pablo Marcar Sater and Your Orator and have Acted of himself alone And Your Orator Sheweth that Touches the Suspicious duplicit and highly improper Conduct of the said Edward Rayhael together with the ridiculous absurd and insulting behaviour of the said John Roach did give Great umbrage disgust and uneasiness to the said Bernardo Pablo who declared to Your Orator he would give way to the said John Roach and would have nothing further to do with a man who Acted every way contrary to the Custom and Usage of Merchants & who was both unigenerous and unjust However considering that he was the Principal and Ostensible Agent of the said Edward Rayhael and that the Motives Aimed to influence the Actions of his Constituent ought not to give a bias to his own and render his Conduct reprehensible he the said Bernardo Pablo Your Orator Sheweth did determine to manage the said Concern and remit the Amount Sales thereof to China agreeable to the directions of the said Edward Rayhael contained in the said Letter Marked **B** and Your Orator further Sheweth that he did Address the said Edward Rayhael under date the twenty fourth day of January One thousand seven hundred and Eighty Nine and therein remarking on the said Letter Marked **B** and the said Letter Addressed to the said John Roach did express himself much surprised at the Conduct of the said Edward Rayhael in giving contradictory instructions and that if the said Edward Rayhael could not confide in the said Bernardo Pablo and Your Orator that he had better Order them to deliver up the whole of his Property in their Possession as well Money as Goods to the said John Roach & thereto Writed One thing to the said Bernardo Pablo and Your Orator and differently to others as will Appear by a translated of the said Letter Marked & delivered into this Honble Court in the Original Suit by the said Edward Rayhael and now of record to which said Letter Your Orator craves leave to refer and prays the same may be taken as part of this his Cross Bill of Complaint And Your Orator Sheweth that he did in the said

Letter

Letter also informs the said Edward Raphael that the Amount Sales of the said Eighty One Bales of Piece Goods would be delivered up to the said John Roach agreable to the Instructions of the said Edward Raphael and that Your Orator would bring with him the Receipt of the said Roach for the same but Your Orator Sheweth that at the time of his departure from Manilla the said Amount Remained in the hands of the said Bernardo Pablo because that the Produce of the Goods Sold was not equal to the said Sum of Fifty Thousand Dollars directed by the said Edward Raphael as above mentioned to be sent to China by the said John Roach And Your Orator Sheweth that the said Bernardo Pablo imagining he might not be able to make up the said Sum of Fifty Thousand Dollars in the time Necessary to the purpose of the said Edward Raphael did give orders in Order to prevent an Injury to the Credit of the said Edward Raphael to Make up the said Sum of Thirty Thousand Dollars and send the same to Messieurs Law and Fitzhugh as soon as Possible And Your Orator Sheweth that the said Bernardo Pablo did also Address the said Edward Raphael under date the twenty third or twenty fourth Day of January One Thousand Seven hundred and Eighty Nine which he Alludes to by the said Edward Raphael in this Original Bill of Complaint and which Your Orator Sheweth did particularly relate to the Sales of the said Eighty One Bales of piece Goods and to the intention of him the said Bernardo Pablo as to the disposal of the Amount thereof and Relative to the Conduct of the said Edward Raphael in giving to the said John Roach Instructions that interfered with and Greatly confused those given to him the said Bernardo Pablo and did engross himself with much Warmth thereon And Your Orator Sheweth that during his Residence at Manilla he had no further Charge or interference with the said said Eighty One Bales of piece Goods than in Selling and Disposing of the same as the Broker of the said Edward Raphael Acting under the immediate Orders and directions of the said Bernardo Pablo And Your Orator Sheweth that the said no charge or did he interfere with the Monies Arising from the Amount Sales of the said Eighty One Bales of Piece Goods but that the same were collected in and received by the said Bernardo Pablo as the Goods were from time to time disposed of by Your Orator And Your Orator Sheweth that having finished his Business at Manilla as far as in his Power Lay or as was incumbent on him to do he embarked on Board a Spanish Ship bound to the East and Arrived at Masulipatanam on the twenty fifth day of May in the Year of Our Lord One Thousand Seven hundred and Eighty Nine and did the day following that is to say on the twenty sixth day of May in the said Year of Our Lord One Thousand Seven hundred and Eighty Nine Address the said Edward Raphael informing him that the said Eighty One Bales of Piece Goods had been disposed of for the Sum of Twenty four Thousand and Seven Dollars and that Your Orator had delivered the same to the said Bernardo Pablo as appears by the said Letter delivered by the said Edward Raphael into this Honble Court as an Exhibit in the Original Bill and now of Record to which Your Orator begs leave to refer and Prays the Same may be taken as part of this his Cross Bill of Complaint And Your Orator further Sheweth that he did some short time after his Arrival at at Masulipatanam Deliver to Mr. Latur for Jacob agreable to the Instructions of the said Edward Raphael to the said Latur for Jacob given the Account Sales of the said Eighty One Bales of Piece Goods together with a Letter explanatory thereof from the said Bernardo Pablo and which Letter contained for the said Bernardo Pablo informed Your Orator a full Account of the Transactions Relative to the Sales of the said Eighty One Bales of piece Goods and how and in what manner the amount arising therefrom had then been and as he intended they should in future be disposed of And Your Orator Sheweth that from the full confidence of having Acted honestly and uprightly towards the said Edward Raphael and Promoted his interest to the utmost of his Power and Abilities Your Orator did Proceed from Masulipatanam to Madras Where instead of meeting from the said Edward Raphael with that Approbation and Reward which is due to faithful Services, instead of Meeting with that approbation which the Zealous endeavours and indefatigable Exertions of Your Orator for the benefit and Advantage of the said Edward Raphael gave him a right to expect the said Edward Raphael did pretend to Reprobate the conduct of Your Orator and did shortly afterwards file a Bill against him in this Honble Court for the Sum of Twenty five Thousand

And

One hundred and twenty four Dollars and Eighty two decimals as the
Amount of the said Eighty One Bales of piece Goods pretending that Your Orator
stood justly and truly indebted to him in the said Sums of Twenty five Thousand
One hundred and twenty four dollars and Eighty two decimals and did
swear to the justness of the said Debt and take out a Warrant of Arrest thereon
so that Your Orator has been for many Months and now is deprived of his
Liberty And Your Orator Sheweth That to the said Bill of Complaint of the said
Edward Raphael he did on the fourth day of the present Instant file his
Answer in this Honble Court to which he begs leave to refer and prays the
same may be taken as part of this his Cross Bill of Complaint and that
his Cross Bill of Complaint may be taken as part of his said Original
Answer And Your Orator Sheweth That the said Edward Raphael has
taken an unfair and unjust Advantage of the Situation of Your Orator
And has Wantonly and Arbitrarily endeavoured by severe and Oppressive
Measures to reduce him to such a State of Misery as might render him
dispirited and force him to some Accommodation contrary to Justice and
to Equity and to the utter Ruin of his Fortunes And Your Orator Sheweth
That such the Conduct of the said Edward Raphael has arisen from private
Pique and Resentment and not from any injury he has Sustained by or an
Account of the Conduct of Your Orator Relative to the said Eighty One Bales
of Piece Goods because as Your Orator has Already shewn he had nothing to
do in the Sale and Disposal thereof further than as a Broker Acting under
the Orders of the said Bernardo Pablo who as the ostensible Agent of
the said Edward Raphael did receive the Amount Sales thereof and did
under and by Virtue of such Authority detain the same in his Possession
And which Your Orator Sheweth he has given some claims to the said
Edward Raphael because Your Orator sheweth he has been lately
informed that the said Bernardo Pablo has declared his intention
of withholding the same until he has been reimbursed the Amount
of certain Losses he has sustained from and on Account Mercantile
Transactions between him and the said Edward Raphael for that the
said Bernardo Pablo relying on the Honor and Integrity of the said
Edward Raphael did some time ago commission him to purchase
Certain

Certain Goods Wares and Merchandize on his the said Bernardo Pablo's
Account and Send the same to him at Manilla, That the said Edward
Raphael did Accordingly Purchase the said Goods Wares and Merchan-
dize and did send them to Manilla but that to the Surprize and to the
Great detriment and injury of the said Bernardo Pablo the said Goods,
Wares and Merchandise were of a Price so very exorbitant and of a
Quality so very bad that they were not marketable, Nor could the said
Bernardo Pablo prevent in any Person to Purchase or otherwise receive
them And Your Orator Sheweth That which at Manilla he did hear that
the said Goods Wares and Merchandise were fifty per Cent dearer than
others of the same Kind and of a better Quality And that the said Edward
Raphael had not dealt Fairly and Honorably by the said Bernardo
Pablo Which Circumstances and Reports as they Appeared injurious
to the reputation of the said Edward Raphael Your Orator did privately
from the Friendship and esteem he entertained for the said Edward
Raphael and from a sincere Regard to his Interest Communicate to the
said Edward Raphael imagining that the said Edward Raphael would
upon the Receipt thereof adopt the Necessary means to defend himself
against such aspersions; but Your Orator Sheweth That he did not at
that time Hear nor did he entertain the most distant Idea of the
intentions of the said Bernardo Pablo relative to the losses he had Sus-
tained or Might Sustain in the Premises and Your Orator Sheweth
That the said Edward Raphael being thus apprehensive for the amount of
the said Eighty One Bales of Piece Goods which under and by Virtue of his
own Act and deed became possessed by the said Bernardo Pablo he has
thought Proper to Wreck his Vengeance upon Your Orator and endeavour
to Wrest from him an Equivalent to the Reimbursement he may be
Obliged to make to the said Bernardo Pablo on Account of the Injus-
tice of his the said Edward Raphael's Conduct towards him And Your
Orator Sheweth That the said Edward Raphael well knowing he had
No just or any right or Remedy against Your Orator for or on Account
of the Amount of the said Eighty One Bales of piece Goods did some time
ago appoint Mr. Eusillia Merchant of Madras but now or late of Manilla
Merchant his Attorney and Empower and Require him to demand from
the

the said Bernardo Pablo the Amount of the said Eighty One Bales of piece Goods that is to say the Sum of Twenty five Thousand One hundred and twenty four Dollars and Eighty two decimals the Sum for which she has filed this said Bill of Complaint against Your Orator and Your Orator shews that the said Eurellia has had communication thereon with and has received the whole or some part thereof has a Prospect of recovering the whole or some part thereof from the said Bernardo Pablo and has stated the several Particulars relative thereto in a Letter by him the said Eurellia Written and Addressed to the said Edward Raphael and brought hither by the Ship Dolphin which Ship just Arrived from Manillas and Your Orator shews that the said Edward Raphael has received other Accounts relative to the said Eighty Bales of Piece Goods from other persons residing at Manilla and that every Account he has received as well from the said Eurellia as from other persons shews the said Bernardo Pablo and not Your Orator is the person from whom the produce of the said Eighty One Bales of piece Goods is to be received by the said Edward Raphael And Your Orator shews that never once entertaining a Thought to suppose that the said Edward Raphael would have behaved in the unjust and Arbitrary manner he had done towards Your Orator Much less did Your Orator imagine that the said Edward Raphael would have Commenced an unjust Suit against him in this Honble Court and use every means in his power to reduce him to misery and to ruin

Butnowsoitis May it Please this Honble Court that the said Edward Raphael Combining and Confederating with divers Persons to Your Orator at present unknown and from an Evil disposition and being desirous of injuring and Aggrieving Your Orator Contrary to every Principles of Equity and Justice in taking an Advantage of Your Orators having signed the Account Sales of the said Eighty One Bales of Piece Goods jointly with the said Bernardo Pablo and endeavouring to enforce the payment of the amount thereof by commencing a Suit Against Your Orator in this Honble Court and that the said Edward Raphael in support of such his unconscionable and Aggressive Proceedings against Your Orator sometimes gives out and pretends that the said Eighty One Bales of piece Goods were consigned to

to Your Orator jointly with the said Bernardo Pablo and that Your Orator was liable to the amount Sales thereof in as much as he does appears to have been the Seller of the said Goods Whereas Your Orator Charges and doth the truth really is that the said Eighty one Bales of Piece Goods were consigned to the said Bernardo Pablo to whom the Invoice and Bill of Lading were sent and to whom alone Instructions were given relative to the disposal thereof and that although Your Orator did sell and dispose of the said Eighty One Bales of piece Goods he did so sell and dispose thereof as the Broker and Acting under the Orders of the said Bernardo Pablo agreeable to the directions he received from the said Edward Raphael previous to the departure of Your Orator from Madras for Manilla and which did at the time the said Edward Raphael is ready to Acknowledge but then he gives out and pretends that Your Orator ought to be Accountable for the Amount Sales of the said Eighty One Bales of Piece Goods for that he the said Edward Raphael did write a joint Letter to the said Bernardo Pablo John Roach Marcar Salar and Your Orator Case and which he is sometimes ready to admit there he gives out and pretends that Your Orator on his arrival at Manilla at Manilla that is to say on the twenty Sixth day of May One Thousand Seven hundred and Eighty Nine did Write to him the said Edward Raphael that he had sold all the Goods of the said Edward Raphael contained in the said Eighty One Bales for the Neat Sum of twenty four Thousand and twenty Seven Dollars and Sixty four decimals and that he had left the same in the hands of the said Bernardo Pablo and that Your Orator did afterwards Arrive at Madras Without bringing any receipts or other Vouchers of the said Bernardo Pablo for the said money Whereas Your Orator Charges and so the truth is is that although he might have disposed of the said Eighty One Bales of Piece Goods Yet as he has before charged he was in no wise Accountable for the amount thereof because as he has hereinbefore shewn he acted as a Broker only under the Orders of the said Bernardo Pablo agreeable to the Particular Instructions on that head given by the said Edward Raphael both to the said Bernardo Pablo and to Your Orator And Your Orator further says that he did bring from the said Bernardo Pablo to the said Edward Raphael the account Sales of the said Eighty One Bales of Piece Goods together with a Letter particularly stating

the

the several Circumstances connected therewith and relating thereto and more Particularly setting forth How and in what manner the same had been disposed of and How and in what manner the amount thereof had been applied which said Letter of the said Bernardo Pablo was safely delivered to the said Edward Raphael who well knows the state of the fact so to be but Keeps out of the Situation of his Transactions with the said Bernardo Pablo and fearful lest the the said Bernardo Pablo should do himself Justice by Reimbursing the losses he may have sustained in consequence the said Edward Raphael by the only satisfaction in his power and in order to gratify his Revenge Attempts to harrass Your Orator and therefore and for no other purpose has filed his said Original Bill of Complaint against him well Knowing that from the particular Circumstances of the case that Your Orator is altogether unprovided with Documents and Vouchers which are in the Hands of the said Edward Raphael who in his own Conscience is thoroughly satisfied that he has no right to make any demand on Your Orator for the said Sum of twenty five Thousand One Hundred and Twenty four Dollars and Eighty two Decimals or for any other Sum or Sums of money whatever And that his only objective in filing his said original Bill against Your Orator is to distress and if possible ruin him All which Pretences Actings and doings of the said Edward Raphael are contrary to equity and good Conscience and tend to the Wrong Oppression and manifest injury of Your Orator in Consideration whereof and for as much as Your Orator cannot obtain complete relief without the said Edward Raphael be compelled to discover the several matters within his knowledge relating his said Transactions with the said Bernardo Pablo and other Matters and things touching and concerning the premises Your Orator doth now exhibit this his Cross Bill of Complaint and To the End therefore that the said Edward Raphael may upon his Corporal Oath (full true direct and perfect Answer make) According to the best of his knowledge Remembrance Information and belief to all and singular the Matters and things hereinbefore stated and particularly that the said Edward Raphael may upon his oath say Whether he did not

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sometime in the Year One Thousand Seven hundred and Eighty Seven desire Your Orator to take charge of Six Bales of piece Goods shipped on Board of the Ship Gloria Ventura and proceed with them to Manilla and there sell and dispose of the same and Whether in so doing Sale and disposal Your Orator was not to Advise with and follow the Instructions and directions of the said Bernardo Pablo Whether he did not at the same time inform Your Orator that he had also shipped on board the said Ship Gloria Ventura other Eighty One Bales of piece Goods and Request Your Orator to take charge thereof during the Voyage to Manilla and on his arrival at that port to deliver the same to the said Bernardo Pablo or how otherwise Whether he did not previous to the departure of the said Ship Gloria Ventura deliver to Your Orator a Sealed Packet with Superscription thereon in a language unknown to Your Orator and that he may set forth wherein what language the said Superscription was written Whether he did not desire Your Orator to deliver the said Sealed Packet and whether the same was not Addressed to the said Bernardo Pablo and whether he did not instruct Your Orator to obey his the said Bernardo Pablo Commands and conform to every requisition he might make and every Order he might give or how otherwise Whether Your Orator did not embark on board the said Ship Gloria Ventura sometime in the Year of Our Lord One Thousand Seven hundred and Eighty Seven and arrived at Manilla on or about the month of September following Whether on his arrival at Manilla he did not deliver the said Sealed Packet to the said Bernardo Pablo Whether it did not contain instructions to the said Bernardo Pablo that he the said Edward Raphael should direct Your Orator to act under the orders of him the said Bernardo Pablo and Whether the said Sealed Packet did not inclose to the said Bernardo Pablo the Invoice and Bill of Lading of the said Eighty One Bales of piece Goods or one and which of them and direct him how to sell and dispose thereof and that he may set forth and

say

say whether he ever delivered the said Invoice and Bill of lading of the said Eighty one Bales of Piece Goods or either of them to Your orators otherwise than enclosed in the said Sealed Packet Addressed to the said Bernardo Pablo Whether Your Orator ever had the said Invoice and Bill of Lading of the said Eighty one Bales of piece Goods in his possession and Whether the same did not always remain in the hands and possessions of the said Bernardo Pablo Whether the Letter of Instructions exhibited by the said Edward Raphael in the original Suit and Marked A was ever delivered by the said Edward Raphael to Your Orator otherwise than under the cover of the said Sealed Packet Addressed and delivered to the said Bernardo Pablo as aforesaid and whether Your Orator did not some time after his Arrival at Manilla that is to say on the Eleventh day of November One Thousand Seven hundred and Eighty Seven inform the said Edward Raphael by a letter that the said Instructions were in the hands of the said Bernardo Pablo that the said Bernardo Pablo had signified to Your Orator that the said Eighty one Bales of Piece Goods were not to be sold at a Price less than in the said Instructions Mentioned and that the said Bernardo Pablo had thereon remarked that the said Goods could not be disposed of at that price nor could Money be raised on them and Whether Your Orator did not in his said Letter from being totally ignorant of the contents of the said Instructions express his doubts of the truth of the said Bernardo Pablo assertions and if Whether under such ignorance and under such doubt Your Orator did not in his said Letter apply to the said Edward Raphael to know whether the said Goods were or were not to be disposed of in the manner stated by the said Bernardo Pablo and inform him the said Edward Raphael that the said Bernardo Pablo would neither sell the goods nor remit any money that the said Edward Raphael may particularly set forth and say Whether in the said Letter of the Seventh July One Thousand Seven hundred and Eighty Eight by him Addressed to Your Orator exhibited by the Edward Raphael in the Original Suit said Marked F did not refer to the said Joint Letter also dated the Seventh day of July One Thousand Seven hundred and

and Eighty Eight by the said Edward Raphael Addressed to the said Bernardo Pablo John Roach Marcar Salter and Your orator exhibited by the said Edward Raphael in the Original Suit and Marked B as containing his last Orders and whether the said Joint Letter so referred to and by the said Separate Letter of the same date Addressed to Your Orator did not direct and Order that after the Sale of One hundred and thirty two Bales of Piece Goods and the said Eighty One Bales of piece Goods Fifty Thousand Dollars arising therefrom should be sent to China Consigned to Messieurs John Roach and Pogue Raphael that the said John Roach should proceed to China with the money and there receive the said Edward Raphaels Instructions thereon and that should the said John Roach not go to China that then Thirty Thousand dollars only should be sent to China to Messieurs Lane and Fitzhugh and that the remaining Silver should be sent to the East And that the said Edward Raphael may particularly set forth and say why the said Joint Letter Addressed to the said Bernardo Pablo John Roach Marcar Salter and Your Orator and to Your Orator that he May [illegible] from the said Separate Letter Addressed to the said John Roach and therein did not also write a separate Letter to the said John Roach and therein instruct him to dispose of the Property of the said Edward Raphael which was in the hands of the said Bernardo Pablo that is to say the said Eighty One Bales of Piece Goods and to follow the Instructions of the said Edward Raphael therein and that he confided in the honor & fidelity of the said John Roach and that the said Edward Raphael may upon his Oath set forth Whether and further Matters and things in the said Letter to the said John Roach contained that may relate to the said Eighty One Bales of Piece Goods and whether he did not give the said John Roach Particular and Separate Instructions respecting them and whether the said One hundred and Thirty Two Bales of piece Goods mentioned in the said Joint Letter marked B were or were in the possession of the said Bernardo Pablo or whether they were not always in the possession of the said John Roach and to him consigned by the said Edward Raphael that

that the said Edward Raphael may set forth whether he did not receive from the said Bernardo Pablo a Letter under date the day of January One Thousand Seven hundred and Eighty Nine whether such Letter is not the same as alluded to by the said Edward Raphael in his said Original Bill of Complaint and that he may particularly say whether the said Letter did not particularly relate to the said Eighty One Bales of piece Goods and to his the said Bernardo Pablo's intentions as to the disposal of the Amount thereof Whether it did not particularly shew that such amount remained in his the said Bernardo Pablo's Hands to be sent to China Agreeable to the Instructions of the said Edward Raphael hereinbefore referred to Whether the said Bernardo Pablo did not also in his said Letter censure the Conduct of the said Edward Raphael in giving to the said John Roach Instructions that interfered with and greatly confused those given to him the said Bernardo Pablo and that the said Edward Raphael may set forth the further Particulars in the said Letter contained and in any wise relating to or concerning the said Eighty One Bales of piece Goods And that the said Edward Raphael may set forth and say whether Your Orator was in the sole Charge of the said Eighty One Bales of piece Goods Acting of his own Authority or whether he did not sell and dispose of the same under the Orders and Directions of the said Bernardo Pablo Whether Your Orator had any Charge of or did he interfere with the monies arising from the sale thereof whether the said monies were not collected in and received by the said Bernardo Pablo as the said Eighty one Bales of Piece Goods were from time to time sold and disposed of Whether he the said Bernardo Pablo was not at that time the ostensible agent of the said Edward Raphael and whether he did not by Virtue of such power and Authority or how otherwise detain in his Possession the Amount Sales of the said Eighty One Bales of piece Goods Whether Your Orator did not arrive at Manilla at many months from Manilla on the twenty fifth day of may One Thousand Seven hundred and Eighty Nine and Whether he did not immediately or some and what time afterwards through the means of Mr Salter Per Jacob deliver a Packet

Packet from the said Bernardo Pablo Addressed to the said Edward Raphael and written by the said Bernardo Pablo or by his Orders Whether the said Edward Raphael did not receive the same and whether it did not contain the Account Sales of the said Eighty One Bales of piece Goods and whether it did not also contain or whether he did not receive at the same time a Letter from the said Bernardo Pablo to them the said Edward Raphael explanatory thereof giving a full Account of the Transactions in the Sale and disposal of the said Eighty One Bales of piece Goods and shewing in what manner the Amount arising therefrom then War, and as he intended that future should be disposed of and that the said Edward Raphael may set forth the Contents of such Letter fully and Particularly as far as it relates to the said Eighty One Bales of piece Goods Whether the said Edward Raphael did not some time ago purchase certain Wares and merchandize for and on Account of the said Bernardo Pablo and whether he did not send the same to the said Bernardo Pablo at Manilla and Whether the said Edward Raphael is not apprehensive that the said Bernardo Pablo on account of the loss sustained thereon will not reimburse himself from the Amount in his hands of the said Eighty One Bales of Piece Goods Whether Your Orator did not write to the said Edward Raphael informing him that reports circulated at Manilla Relative to the said Goods purchased for and sent to the said Bernardo Pablo injurious to his Character as a merchant Whether the said Edward Raphael did not appoint Eurellia Theed of Madras but now of Manilla Merchant his Attorney or otherwise give him Instructions to demand from the said Bernardo Pablo the Amount of the said Eighty One Bales of Piece Goods that is to say the Sum of Twenty five Thousand One hundred and twenty four Dollars and Eighty two decimals or for some and what other Sum for and on Account thereof Whether the said Eurellia has not received the Whole or some part thereof and if not and that he may particularly set forth the whether he has not had

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same Communication with the said Eurellia thereon and that he may particularly set forth the same Eurellia and the said Bernardo Pablo or from some other person by the Ship Dolphin just arrived from that part or by some other and what Conveyance a Variety of Information relative to the said Eighty one Bales of Piece Goods and that he may set forth the particulars thereof and that the said Edward Raphael may be Compelled to make a full and compleat Discovery and Discovery and Disclosure of and concerning the Matters aforesaid According to the best of his Knowledge Remembrance Information and Belief and Lastly Your Orator prays that this his Cross Bill may be taken and Received as part and parcel of this Answer filed in the Original Suit of the said Edward Raphael against Your Orator in like Manner as he hath already prayed that this said Answer may be Received as part and parcel of this his Cross Bill and that this Honble Court will Order and Decree the said Original Bill with all Proceedings had thereon to be dismissed With Costs.

May it Please this Honble Court to Cause the said Edward Raphael to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Cross Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

J. Stuart Hall
Attorney for the Cross Compt.

Filed 9th March 1790

The Replication of Edward Raphael To the Answer of Joseph Antonio

This Replicant now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the manifest Insufficiencies and Uncertainties in the said Defendants Answer contained for Replication thereunto saith that all and every the Matters and things in and by his said Bill Charged and declared he will Justify maintain and prove to be good certain and sufficient in the Law to be answered unto in such manner and form as the same are therein and thereby set forth and declared and that the Defendants said Answer is untrue and insufficient in the Law to be by this Replicant replied unto for divers manifest Imperfections and Uncertainties therein contained To the Benefit of Exception whereto being now and at all times saved unto this Replicant And for further Replication this Replicant saith That Notwithstanding the Refusal of the Defendant to admit that the Consignment of the Eighty one Bales was made to him and Bernardo Pablo jointly this Defendant in the Account Sales transmitted under his Signature to this Replicant Copy whereof is annexed to this Replicants Bill of Complaint hath written the Words following Charges Merchandize one Eighty Bales and a Trunk of Goods consigned to us underwritten Pending the Instructions of this Replicant which are now on Record in this Honble Court at the Instance of this Defendant who prayed to have them Produced being Marked A and C whereof the latter is countersigned by the Defendant It is evident that this Replicant made no Distinction whatever between the said Bernardo Pablo and the Defendant nor is there any Expression which can justify the Assertion of the Defendant that he was to consult himself entirely To all and every Requisition and Commands of the said Bernardo Pablo and as further Proof the Bill of Lading one of which is in this Replicants Possession and ready to be produced if required as well as the Invoice was made jointly

Joint Ly to Bernardo Pablo and the Defendant And the Defendants own
Letter under Date the Eleventh of November One Thousand Seven hundred and
Eighty Seven sent to this Replicant and now of Record in this Honble Court at
the Instance of the Defendant and Marked D is not only exempt from
any Just Exception which can argue any Superiority of Bernardo Pablo
above the Defendant but strongly implies a Dereliction by Bernardo Pablo
in favor of the Defendant in consequence of a wrongfull Preference from this
Replicant in the Defendants favor for the Defendant says as follows "I am to
"Relate Your Mr Bernardo Procedure as soon as he read over Your Invoice of
"Goods told that those Goods never will be sold now the whole Country Goods are
"delivered Now he would not care about this Business if he come to me one
"in Ten Days he goes away in five Minutes and does no Deligence at all about
"this Business" And the said Letter proceeds in a Relation of this Conduct on
behalf of this Replicant respecting the said Goods and another Letter of the Defen-
dant under Date the Thirteenth Day of January Which was in the Year of Our
Lord One Thousand Seven hundred and Eighty Eight Marked E at the Instance of the Defendant to which this Replicant
Prays Reference and to have as full and ample Benefit therefrom as if the
same was herein at Length set forth This Defendant enters fully into the
Merits of the Consignment in Question making frequent mention of the
Invoice of the said Goods and of their Quality and the proffered Price for them
and of his Advice generally to this Replicant but he does not in any one Part
thereof state any one Circumstance which gives a Distinction between the
said Bernardo Pablo and the Defendant Except as far as such Language
is made use of by the Defendant throughout both the said Letters may give a
Colour for supposing that the Defendant was the Acting Attorney in the
Premises Particularly the Words following in the said Letter Marked E

"The Company's Goods consigned to me and Mr Bernardo I relate
"You the Procedure of it" in which the Defendant mentions his own Name
first and as a further Proof of this Replicant Saith that in the first Letter
from the said Bernardo Pablo since the Consignment in Question being
under

Under Date the Twenty fifth Day of January which was in the Year of Our
Lord One Thousand Seven hundred and Eighty eight in which Letter this Replicant
has a Copy which he is ready to produce having sent the Original to Manilla this
said Bernardo Pablo refers this Replicant to the Defendant for an Account of the
said Consignment by stating therein that the Defendant told to the Amount of
Seven Thousand Dollars of the Goods of this Replicant at such Price as they have
afforded and that if he had followed the Price in the Invoice he would not have
been able to have sold any thing from all which it is manifest that the Defendt
has endeavoured to throw the whole Blame of the Loss which has been found attending the Sale thereof upon this Replicant
in his Answer of having been only the Factor or Broker to the said Bernardo
Pablo in the Consignment in Question and under his Controul and Orders
in the Management thereof And as to the Defendants Assertion that he
never received any Instructions about making the Returns of the said
Eighty One Bales in the Ship Gloria Ventura the same is equally unfounded
pretending that the said Packet delivered to him with the said Eighty One
Bales was addressed in a Language unknown to him this Replicant saith that
the said Packet was addressed in the Portuguese Language being the same the
Defendant has made Choice of for his Answer to which the Letters were in
Preference to his natural Language the Armenian and as to the other Letter
Instructions the same was written in the Armenian Language And as
to the Defendants Assertion that with the said Sealed Packet this Replicant
had given to the Defendant Particular and Positive Instructions that the should
immediately on his Arrival of Manilla deliver the same together with the
said Eighty One Bales of Piece Goods to the said Bernardo Pablo under whose
Orders he Pretends that this Replicant had informed the Defendant he was
to consider himself and conform entirely to all and every his Requisitions
and Commands this Replicant most solemnly declares that he never gave
Verbally or by Letter any such Instructions and that he defies the Defendant to

to

to prove or Produce any such Invoice does the Contents of the Defendant as set forth
in this said two Letters Marked **D** and **E** Suppose such a Invoice
the Contrary they manifest an entire Intermeddling by the Defendant
sing by in all the said Concerns of this Replicant without the Appearance
of any Trouble taken by the said Bernardo Pablo who had in manner afore
bove stated abandoned the Consignment in Question entirely and there-
fore this Replicant cannot with Hold this Surprize at the Hardened Conduct
of the Defendant in charging this Replicant with the having taken Partial
Extracts from the Letter above stated and with the Defendants having been pre-
vented from selling this Respondents Goods at the Market Price by means
of the said Bernardo Pablo having kept the Invoices from the Defendant when
the said Letters throughout every Part thereof enter fully into the State of the
said Consignment and the Markets at Manilla for the Sale of the Goods men-
tioned in the said Invoice to which the Defendant hath frequently Alluded
in this said Letter, And if this Replicant had in this said Bill of Complaint
suppressed any material Points in the Letters of the said Defendant It behoved
the Defendant to being now in Possession of the said Letters Produced at this
Instance in this Honble Court to have Particularized such Points instead of
Charging this Replicant in general Terms with having suppressed such Points
Which Charge this Replicant entirely disavows and solemnly declares that he
had No other Reason for not having stated the said Letters of the Defendant
at full Length in this Bill of Complaint except that he thought it would have
been an Unnecessary lengthening of the Proceedings in the Cause and an
Useless Expence to the Parties in Suit before this Honble Court And this Repl
icant is also surprized at the Defendants having asserted that the said Bernardo
Pablo had taken every Thing under his own Direction and that he kept from
the Defendant the Invoices which prevented them from selling at the Market
Price when the Account Sales Subscribed by the Defendant Copy of the Translation
Whereof is Annexed to this Replicants Bill of Complaint Proves the Reverse
And this Replicant further saith that by the Defendants own shewing in
his Answer and his Letter of the Eleventh day of November which was in

the Year of our Lord one Thousand Seven hundred and eighty Seven Copy of the
Translation whereof is Annexed to the said Answer it is evident that he has
attempted to Surprize the Judgment of this Honble Court by a fallacious Allusion
to certain Matters in the said Letter for this Replicant saith that the said Letter
in such Part thereof as is alone Mention of the Refusal of Bernardo Pablo to give
the Defendant the Invoice of Goods Alludes only to the Goods Contained in
twenty one Bales and consigned to the Defendant and Solon Reache but in
no wise relating to the Eighty one Bales in Question This Replicant further
saith that the Defendant in his Answer positively denies that this Replicant
in his joint Letter to Bernardo Pablo Solon Reache Marcar Later and the
Defendant desired them to sell the said Eighty one Bales of Goods at any
Rate whether Profit or Loss and refers to the Copy of such Letter which
he bears the Audacity to annex to his said Answer all the Words of the said Letter
has these Words following namely "I hope You have sold all my Goods
"as well as the Eighty One for the same I Request You will get and Send me
"I do not wish to keep them any longer You will therefore put an End
"Whether Profit or Loss" This Replicant further prays leave to observe for
the Information of this Honble Court that the Defendant hath thus taken
Pains to blend the different Letters Written by this Replicant under
different Dates to different Persons for seperate Purposes and under
different Circumstances with a View to Advantage
himself by Plausible Deductions therefrom all this Replicant has thrown
under all this complicated Sufferings from the Misconduct of the Defen-
dant and his other Agents to take Pains to preserve this joint and
seperate Claims on them by avoiding in this Instruction any One Point
which could Argue a Contradiction and by Writing to each whenever
had Occasion to address them seperately in his own natural Language
of the Person thus Addressed in Proof whereof this prays Leave to refer this
Honble Court to this Replicants Letter of the seventh Day of July which
was in the Year of Our Lord One Thousand Seven hundred and Eighty
Eight Copy of the Translation Whereof from the Armenian Language

is

in view of Record in this Honble Court Marked F it being Produced by
this Replicant at the Instance of the Defendant wherein this Replicant
after stating his having Written to the four Persons about this Affairs
Plainly instructs the Defendant as to the Sales of the said Eighty one Bales
Consigned to him and the said Bernardo Pablo and directs the Remittance
of the Proceeds by the said Ships Dolphin and that such Sales to be at the
Market Price Hoped an End to the Business first recited nothing by
keeping them longer And in Reply to that Part of the Defendants Answer
Where he says that he left the Vouchers with the Saturs for Sales at Manila
pa and this Replicant saith that the only Voucher he left was the Account
Sales of the said Eighty One Bales of Goods Copy of the Translation Whereof
is Annexed to this Replicants Bill of Complaint This Replicant further
saith that the Pretences of the Defendant respecting a Variance in the Inv
Invoices of this Replicant is unfounded and does not excuse the Defendant in
bringing any Proceeds of the said Letter of this Replicant whether they
Are Drawn jointly to the said Bernardo Pablo Solvin Roach & Marcar Saturs
and the Defendant or those written Invoices of them severally And the
Defendant further saith in himself all Responsibility in the Premises
from the following Circumstances first that he sold the said Eighty One Bales
and Received therefore the said Sum of Twenty four Thousand and Twenty
Nine Dollars and upwards Secondly that he charged this Replicant with the
Commission thereon and thirdly that he acknowledges the Receipt of this
Replicants Instructions to remit the Amount Sales by the Ships Dolphin
and Fourthly that no Good what ever could arise to this Replicant by the
Money being left at Manilla Particularly in the Hands of Bernardo Pablo
for the Reasons hereafter mentioned and which this Honr has given
no Account of the same And this Replicant repeats that the Attempt
of the Defendant to Confound the Orders of this Replicant respecting the
Remittance of Fifty Thousand Dollars to China from the general Sales
of the One Hundred and Thirty two Bales and the Eighty one Bales
as well as from his other general Funds or on his Credit Will not such Funds
Were so alleged Amount in any wise contradict this special Instructions

about

about the Sale and Remittance of the Proceeds of the said Eighty one Bales
And the Defendant was the more reprehensible for leaving the Amount
Sales in the Hands of the said Bernardo Pablo because the said previous thereto
by the Defendant in Possession of this Replicants Letter dated five Days after the one Addressed
and to the said Bernardo Pablo Solvin Roach & Marcar Saturs and Joseph
Antonio Copy of the Translation of which is Annexed to the Defendants
Answer and is dated the twelfth Day of July which was in the Year of our
Lord One Thousand Seven hundred and Eighty Eight and sent by the
same Conveyance Therewith which Letter is Addressed to the said Marcar
Saturs Solvin Roach and the Defendant and that this Passage among others
to wit "That Letter which I have Received from Bernardo this Year gives me
"much Concern that I have lost all Confidence" And the said Letter
was Expressly sent with a View to prevent the said Marcar Saturs Solvin
Roach and the Defendant from entrusting the said Bernardo Pablo with
any future Management in this Replicants Concerns and is particularly
expressive of the required Mode of Disposal of the Money arising from the
Sale of this Replicants Effects and a Remittance to China or a
Return thereof by the said Ships Dolphin which said Letter this Replicant
Will prove to have been duly received by the Defendant This Replicant
also saith that the said Letter manifests to the Reverse of the Defence
set up by the Defendant namely that the Defendant was only a Broker
and under the Orders Control and Directions of the said Bernardo
Pablo for it believes the said Bernardo Pablo from all further Trouble in
this Replicants Concerns at the same time that it Continues the Defendant
in the Management thereof And in fact as far as relates to the said
Eighty One Bales throws the whole Management thereof on the
Defendant And this Replicant saith that the Defendants Letter
Written from Manilla in January last Contradicts that Part of
his Answer wherein he says "he had no Power to act at all but as he
"should be directed by the said Bernardo Pablo who from time to time
"constantly collected in the Monies as the Defendant disposed of the
"said Goods so that in reality and Sincerity the Truth is the Defendant never
"had the Amount thereof in his Hands and consequently had not the
"Power of delivering the same to the said Solvin Roach Whereas in this

Said

"Said Letter from Manuel Saturnin written just after his Arrival from Manilla
"he Writes as follows" The Eighty One Bales of Goods consigned by You I have
"Sold they Produced free from Charges Twenty four Thousand and Twenty
"Seven Dollars, and I have delivered in Ready Cash to Mr. Bernardo the
"Account Written in Spanish Language by the said Gentleman I have by
"Me with a Letter thus Much I acquaint You"

And the Defendant in the said Letter Proceeds to state
his Disposal of certain Goods consigned by this Replicant to him Seperately
Which Proves that the Defendant himself could in some Instances
distinguish the special from the general Instructions All this and others
he blends them All together And as to the Charge of Private Pique and
ungenerous Resentment against the Defendants for not having made
the said Marcar Saturnin a Party to his said Bill of Complaint the having
Arrived at Madras Previous to the filing thereof this Replicant saith that
the Present Suit is for the Recovery of the Amount Sales of Eighty one Bales
of Goods consigned to the Defendant and Bernardo Pablo mentioned
Merchandize whatever made of the said Marcar Saturnin Wherein And this Replic-
ant further Saith that he hath had mercantile Dealings at Madras
and other Parts of India for more than Thirty Years and never till then had
the Defendants Answer hath he been charged with Harrassing distressing
or ruining any Person or with Gratifying Ancient Disposition or in an
inquitous Pursuit to the Accomplishment of malicious Purposes Contrary
to Equity and good Conscience Wherefore he submits to this Honble Court
how far the Defendant is Warranted in charging this Replicant Hath
Confidence in the Justice of this Honble Court for a Proper Compensation
for such Injury which is the more encreased from the Defendant
after this Replicant had Proposed to the Defendant Mr. Carkish Saturnin
and Jacob Pillen to leave the Matters which are now at Issue to the
Determination of Merchants being mercantile Concerns and with
a View to save all Expenses of a Law Process And this Replicant lastly
Saith that if it shall appear to the Satisfaction of this Honble Court
that the Defendant hath been Guilty of Contradictions in his Answer
he submits that the same are the more glaring and deserving Censure
in as much as the said Answer was not chastely given being after the Defend-
had been in Possession of the several Exhibits Prayed for by him and from
which Principally this Replicant has stated therein Grounds for
Correcting the Defendant of the said Contradictions

All which Matters and things this Replicant is
Ready to prove to the Satisfaction of this Honble Court and therefore
prays as in and by his said Bill he hath already Prayed

S. Popham
Attorney for Replicant

Filed 6th April 1790

The Answer of Edward Raybael to the Bill of Complaint of Joseph Antonio

This Defendant Saving and reserving to himself all
and all manner of Benefit of Exception to the many Errors Uncertainties
and Imperfections in the Complainants said Bill of Complaint contained
for Answer thereunto or unto so much thereof as this Defendant is Advised
to make Answer unto he answers and saith that he Admits he has
having employed the Complainant to take Charge of sundry Goods and
Merchandize about the time mentioned in the Complainants Cross
Bill of Complaint which were intended to be embarked and were
afterwards embarked on board the Ship Gloria Ventura bound to
Manilla and there to be disposed of for Account of this Defendant
but he denies that the Complainant was instructed to follow there
Instructions and Directions of the said Bernardo Pablo for they were
Appointed jointly to act in the Premises without any Distinction
or Preference whatever And this Defendant doth further Acknowledge
that he did at the same time load on board the said Ship Gloria Ventura
other Eighty One Bales of Piece Goods which were to be in the Charge of the

Commander

Commander of the said Ship during the Voyage and were Alone to be delivered over to the said Bernardo Pablo and the Complainant jointly According to the Letter of Instructions of this Defendant under Date the Seventeenth Day of July which was in the Year of Our Lord one Thousand Seven hundred and Eighty seven and now of Record in this Honble Court at the Instance of the Complainant This Defendant Acknowledges the his having given unto the Complainant a sealed Packet previous to his Departure from Madras which contained the Instructions aforesaid and the same was Addressed to the said Bernardo Pablo and the Complainant and was in the Portuguese Language which Language this Defendant cannot consider as unknown to the Complainant being the same Language in which the Complainant chose to have his Answer written which is now of Record in this Honble Court and sworn to by the Complainant in this Defendant to Suit against the Complainant This Defendant never did instruct the Complainant to obey the said Bernardo Pablo for they were joint and equal Consignees This Defendant acknowledgeth that the Complainant did embark on board the Ship Gloria Ventura in the Year of Our Lord one Thousand seven hundred and eighty seven and he believes the Complainant did Arrive at Manillas in the Months of September in the same Year and he supposes the Complainant delivered the sealed Packet to Bernardo Pablo but this he says that it did not Contain any Directions for the Complainant to act under the Orders of the said Bernardo Pablo And this Defendant Acknowledgeth that the sealed Packet did enclose among other Papers the Invoice and Bill of Lading of the said Eighty one Bales both which were in the joint Names of the said Bernardo Pablo and the Complainant and the said Sealed Packet was likewise Addressed to them both And in the seperate Letter of this Defendant to the Complainant under Date the Eighteenth Day of July in the said Year of our Lord one Thousand seven hundred and Eighty seven Which said Letter is now of Record in this Honble Court and Marked C at the Instance of the Complainant This Defendant says "I have Ladened in this Ship Eighty one Bales of Piece Goods Valued Sixteen Thousand five hundred and

and

"Rud twenty Six and three Quarter Star Pagodas as per Invoice Consigned to "You and Mr Bernardo Pablo which I Reserve to all Intents of the behalf of Mr Moody of the "Commission at Two and a half Per Cent But Mr Bernard have and the behalf "Which is Two and a half Per Cent You are to have as it will Obvious dent to You "respecting this Subject by the Instructions Rud as to the Direction of the Complainant to this Defendant Whether the Invoice and Bill of Lading did not always remain with the said Bernardo Pablo this Defendant cannot answer as to what the Complainant or Bernardo Pablo did with them after the Complainant left Madras but it is evident from what this Defendant has before stated that it was his Intention that the Invoice and Bill of Lading as well as the Eighty one Bales of Goods and the Instructions about the Sale and Remittance of them should be jointly in the Possession Power and Controul of the said Bernardo Pablo and the Complainant This Defendant said that the Packet containing the said Instructions and sealed and Addressed to them jointly as aforesaid was explained to the Complainant at the time of the Delivery thereof This Defendant Acknowledgeth Receipt of a Letter from the Complainant under Date as stated by the Complainant in his Bill of Complaint which Letter is now of Record in this Honble Court Marked D at the Instance of the Complainant in which he says That this Defendant's Instructions were in the Hands of Bernardo Pablo and that the said Goods were not to be sold at a Price less than mentioned in it and that he also said that the Goods could not be sold at that Price nor could Money be had and against them This Defendant says That there appears a Doubt in the said Letter but as the same is now of Record at the Instance of the Complainant This Defendant prays Reference thereto and this Defendant Admits that the said Letter contains as in the said Bill is set forth Question of This Defendant as to whether the said Goods were to be sold at the Price mentioned in the Instruction And the said Bernardo Pablo did therein mention as follows "Now we can Neither get the Money Nor can We sell the Goods at this Price" which this Defendant considers as Relating to the Price Mentioned by this Defendant in his Instructions

This

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This Defendant doth admit that this Letter to the Complainant under Date the seventh day of July which was in the Year of Our Lord One thousand Seven hundred and eighty eight did refer to the joint Letter under the same Date & Addressed to the said Bernardo Pablo John Roach Marcan Sater and the Complainant And this Defendant doth acknowledge that the said joint Letter did direct that after the Sale of the One hundred and thirty Two Bales of Piece Goods and the Sales of the Eighty one Bales of Piece Goods Fifty thousand Dollars were to be remitted to China consigned to Messrs John Roach and Peges Raphael and that the said John Roach should proceed to China with the Money and there receive this Defendants Instructions thereon and that if the said John Roach should not go to China then only Thirty thousand Dollars were to be sent to Messrs Law and Fitzhugh and that the remaining Silver should be sent to this Coast This Defendt saith that taking the whole of this Defendants Instructions together he doth deny that they differed essentially the joint Letter from the separate Letter other than that the joint Letter did not relate the Discontent of this Defendant against the said Bernardo Pablo so strongly as his separate Letter set forth the same but this Defendant saith that the whole of this Defendants Conduct and Correspondence as far as relates to this Suit against the Complainant for the Recovery of the Amount set forth in this Defendants Original Bill against the Complainant are set forth in this this Defendants Replication to the Complainants Answer And this Defendant prays the Reference to the said Replication as by this now of Record in this Honble Court and that the same may be considered as part of this Answer and that this Defendant may have as full and ample Benefit therefrom as if the same was herein fully set forth And this Defendant saith that it will there from fully appear that in the first Instance as well as in every subsequent Stage of the Business in Question this Defendant fixed the Remittance of the Fifty thousand Dollars to China from the Sales of the One hundred and thirty two Bales and this Defendants general Funds and that he always had in View that the Produce of the Eighty one Bales be remitted

The Word "thousand" inserted by Order of Court of the 22d April 1794 Taylor Regr

to

to Madras And this Defendant saith that the Making such Remittance was the more incumbent on the Complainant not only from the general and special Tenor of this Defendants Instructions on that Head but from the said Bernardo Pablo having relinquished the said Consignment to the Complainant and from this Defendants special Instructions as above stated in Consequence of such Relinquishment This Defendant acknowledgeth that he did write a separate Letter to the said John Roach at the same time he wrote to the said Joint Letter to the said other Persons and the separate One to the Complainant and he Admits that such Letter directed a Remittance of Fifty thousand Dollars to China to the Care of the said John Roach and Peges Raphael and this Defendant Admits that the said Letter mentions the Sales of the One Hundred and thirty two Bales and Eighty one Bales but this it refers as far as this Defendant can recollect to the general Letter to the four and this Defendant declares the Sole Purport of the general Letter to the four and this Defendant declares that it was this Intention in all this Correspondence to act clearly and distinctly in this special Instructions to each person for the Purposes to wit to the said John Roach respecting the Remittance to China and to the Complainant respecting the Sales and Remittance to Madras from the said Eighty One Bales And that this general Letter to the four was written as conformably thereto as this Situation would permit so as to enable the other three Persons to wit the said John Roach Marcar Sater and the Complainant to relieve the said Bernardo Pablo from all further interMeddling in the Concerns of this Defendant And this Defendant declares that to the best of his recollection he never did give the said John Roach any particular directions about the said Eighty One Bales on the Contrary Recommendation there of was only in a slight way and referring to the General Letter the Force of this Letter being directed to the Remittance to China which was the proposed Duty of the said John Roach in the same Manner as the Remittance of the Eighty one Bales was the proposed duty of the Complainant this Defendant saith the One hundred and thirty two Bales were in the Hands of the said Bernardo Pablo John Roach

Roach and Marcar Saturday being Consigned to all three of this Defendant
do not Acknowledge the Receipt of a Letter from the said Bernardo Pablo
under date the Twenty third day of January Which was in the Year of
Our Lord One Thousand Seven hundred and Eighty Nine and it is the
same to which this Defendant alludes in his Bill of Complaint and
Which by an Affidavit in the Proceedings therein he stated to be dated
to Manilla and this Defendant saith that the said Letter did not
relate to the said Eighty One Bales of Goods otherwise than that the
said Bernardo Pablo did therein expressly renounce the Commission
this Defendant had Consigned to him which Commission of Course
related among other things to the said Eighty One Bales but the said
Letter did not relate that he had received the Amount of the said
Eighty One Bales nor does it relate to any Remittance to China
this Defendant Saith that the said Letter does not make Mention
of the said John Roach nor does it in any Shape censure this Defend
this it is as well as this Defendant recollects fully expressive of
Regret at this Defendant to all Check from the bad State of Commerce
and the Misconduct of this Defendant to Agents to this Defendant
Against Answers to the requested interrogatory of the Complainant
that the Consignment of the Eighty One Bales to the said Bernardo
Pablo and the Complainant was Joint and equal and Controul Power
Management and Commissions but as to the Manner how this
Complainant disposed of them it is best known to the Complainant
and as to his charge of interfering with the Monies arising from
the Sales of the Eighty One Bales it appears by the Complainants own
Letter Copy of the Translation whereof is Annexed to this Defendants
Original Bill of Complaint, that the Complainant received the
Money Arising from the Sales of the said Eighty One Bales and paid
the same into the hands of the said Bernardo Pablo as is also stated
by the Complainant in the Recovery Bill of Complaint to which this
Defendant is now Answering for he says as follows "the said Eighty One
Bales

Bales of Piece Goods had been disposed for the Sum of Twenty four Thousand
and Seventy Seven Dollars and that your Orator had delivered the same
to the said Bernardo Pablo" this Defendant Saith the said Bernardo Pablo
could not at that time have been the ostensible Agent of this Defendant for
he had resigned the Charge of this Defendants Affairs and it was known
so to the Complainant and therefore it Appears to this Defendant that the
said Eighty One Bales of Piece Goods for the Money Appears Evidently
to have been wrongfully paid into his hands by the Complainant at the
Time he well Knew this Defendant had lost all Confidence in him this
Defendant Admits the Arrival of the Complainant at Manilla and from
Manilla at the time she states in this Bill of Complaint and that he
delivered a Packet to the said Saturday for Jacob for Account of this Defendant
from the said Bernardo Pablo and this Defendant Admits that such
Packet did Contain the Amount Sales of the said Eighty One Bales and it
is the same Account which this Defendant to Original Bill of Complaint against the Complainant
Defendant Saith that the Letter contained in the said Packet from Bernardo
Pablo refers to the Complainant than explains of it self the particulars
to which this Defendant is interrogated but this Defendant is willing to
produce the Copy thereof the Original being sent to Manilla in Order to shew
how far the same states any Account of the Transactions with the Sale and
Disposal of the said Eighty One Bales of Piece Goods or how or in what
Manner the Amount arising therefrom then was or afterwards should
be disposed and therefore this Defendant hath not any thing to relate except as
above is stated from the said Letter respecting the Disposal of the said
Eighty One Bales of Piece Goods this Defendant Admits to have purchased
and sent to Manilla Certain Wares and Merchandize for Account of the
said Bernardo Pablo and this Defendant Admits that so early as the
Year One Thousand Seven hundred and Eighty eight as stated in this
Defendants Letter in the Months of July in that Year to the Complainant
and which he can Prove that the Complainant Received he had this Doubts

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of the Conduct of the said Bernardo Pablo in the Affairs of this Defendant but this never did or could suspect this being guilty of such dishonest or Trick as that Charged by the Complainant in this Bill of Complaint Namely the reimbursing from this Defendant to funds any Loss which Might have eventually happened in the Sale or Disposal of the Wares and Merchandizes sent by this Defendant to the said Bernardo Pablo at the Special instance and request of the said Bernardo Pablo This Defendant saith that all the Letters that he Answered the above Interrogatories they deem'd Appear Relevant to the Suit otherwise than as they tend to throw a greater Suspicion on the Complainant for having undue and Unjust Possession of the said Bernardo Pablo's said this Defendants Money into his hands And as to the Interrogatory of the Complainant Whether he did not write to this Defendant informing him that Reports were circulated at Manilla relative to the said Goods Purchased for and sent to the said Bernardo Pablo injurious to his Character as a Merchant this Defendant Saith that all the Complainants Letters to this Defendant relative to the said Business are now of Record in this Honble Court and therefore this Defendant Prays reference thereto as the Most Easy way of Answering the said Interrogatory This Defendant Admits to that the said John Simon Stella has his Attorney to take Possession of all this Goods and Effects of every kind and from every Person and that Commencement was made therein of the said Sale of the Eighty One Bales of Piece Goods and of the Amount Produce thereof as stated in the Account Sales received by this Defendant and on being served with a Copy of the Translation annexed to this Defendants Original Bill of Complaint this Defendant saith that by the last Advices he received from the said John Simon Stella he had not recovered any Part of the Money left by the Complainant in the hands of the said Bernardo Pablo nor was he likely to recover any and as to why he has Not Received any Part thereof this Defendant Leaves it to the said John Simon Stella to Answer as he is returned to Madras and this Defendant Saith he has not received any other information by the said Ships Dalrymple

Dalrymple relative to the said Eighty One Bales except that the said John Simon Stella has not received any Part of the Money and that the said Bernardo Pablo made difficulties - and this Defendant lastly saith that this Original Bill of Complaint and this replication to the Complainants Answer thereto and this Answer to the said Complainants Bill contain all and whatsoever this Defendant does know which is at all relevant to the Matters in Question before this Honble Court, except as far as relates to the individual Conduct of the Complainant towards this Defendant which has been faithless and ungrateful and the extreme for this Defendant saith that from the first Arrival of the Complainant in this Country this Defendant treated him with the greatest Attention and that the little which the Complainant possesses is through the means of this Defendant who Notwithstanding the Complainant's Misconduct of the Complainant as stated and the Proceedings in the Original and the Cross Cause between the Complainant and this Defendant that he Manifested a Desire to Settle the Matters in Question by Arbitration

All such Matters and things this Defendant is ready to aver Maintain and Prove in such Manner as this Honble Court shall direct and as all the Material Facts to where of a Discovery is sought by the Complainants Bill are already as this Defendant conceives fully in Proof before this Honble Court by the Proceedings Read on the Original Bill and More particularly so by the Exhibits Now entered at the Instance of the Cross Complainant as Defendant to this Defendants Original Bill of Complaint this Defendant Prays that the Complainant may be dismissed with exemplary Costs for his Litigious Conduct in the Premises

Edward Raphael

Sworn in Madras
this 5th day of April 1790
Before me
Wm Corbett
Mayor

L. Ropham
Attorney for Cross Defendant

Filed the 15th June 1790

To the Honble the Mayors
Court at Madrazpatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Joseph Antonio of Madras Merchant That Whereas
Your Orator did on the 22nd day of March in the Present Year of
Our Lord One Thousand Seven Hundred and Ninety exhibit and file
his Cross Bill of Complaint in this Honble Court against Edward Raphael
also of Madras Merchant shewing that sometime in the Year of Our
Lord One Thousand Seven Hundred and Eighty Seven Your Orator was
Applied to by the said Edward Raphael to take charge of Sundry Goods
and Merchandize and embark with them on Board the Ship Gloria
Ventura for the Island of Manilla where Your Orator was to dispose them
as soon as possible and as he should be advised by Bernardo Pablo of
Manilla Merchant taking to himself from the Account Sales a Com-
mission of five per Cent as a Compensation for his Trouble that the said
Edward Raphael did at the same time inform Your Orator that he had
also shipped on Board the said Ship the Gloria Ventura Eighty One Bales
of Piece Goods Valued at Sixteen Thousand five hundred and Twenty Six
Pagodas and three Quarters which he desired & request Your Orator to take
Charge of also and deliver the same on his Arrival at Manilla to the
said Bernardo Pablo and Your Orator did in his said Cross Bill further
shew that sometime previous to the Departure of the said Ship the said
Edward Raphael did entrust to his Care a Sealed Packet with a Superg-
cription thereon in a Language Your Orator can't know and did desire
him to deliver it to the said Bernardo Pablo directing Your Orator at the
same time to obey his the said Bernardo Pablo's Commands Attend to his
Instructions and conform to every requisition he might make and
Your Orator in his said Cross Bill did further shew that sometime now
or about the month of July in the said Year of our Lord One Thousand
Seven Hundred and Eighty Seven he did embark and Board the said
Ship the Gloria Ventura for Manilla and did arrive there on or about
the

the 1st Month of September following that immediately on his Arrival at
Manilla he did wait on the said Bernardo Pablo and informed him that
the said Edward Raphael had consigned to him and the said Bernardo
Pablo Eighty One Bales of Piece Goods and that the same was then on
Board the said Ship the Gloria Ventura that Your Orator shewed the said
did then deliver to him the said Bernardo Pablo the said Sealed Packet
which the said Bernardo Pablo did inform Your Orator was from the said
Edward Raphael and that the said Edward Raphael therein Enquired
that he had directed and Appointed Your Orator to act under the Orders
of him the said Bernardo Pablo And Your Orator in his said Cross Bill
did further shew that the said Bernardo Pablo did not communicate
to him any further the contents of the said Letter enclosed in the said
Sealed Packet, but did acquaint Your Orator that the said Sealed Packet
did also enclose the Invoice and Bill of Lading of the said Eighty One Bales
of Piece Goods And Your Orator did in his said Cross Bill further shew that
he never had in his possession either the said Invoice or the said Bill of
Lading of the said Eighty One Bales of Piece Goods but that the same
Remained in the Possession of the said Bernardo Pablo together with
the Letter of Instructions now here to a Copy or said to be a Copy Marked A.
Was delivered into this Honble Court by the said Edward Raphael in
the Original Suit at the Instance of Your Orator And Your Orator in his
said Cross Bill did further shew that the fact was clearly established in a
Letter addressed to the said Edward Raphael by Your Orator dated Manilla
the Eleventh November One Thousand Seven Hundred and Eighty Seven
for that Your Orator therein informed the said Edward Raphael that
the said Instructions were in the Hands of the said Bernardo Pablo
who had told Your Orator that the said Edward Raphael had signified
in such Instructions that the Goods were not to be sold at a price less than
therein mentioned that in case the Goods could not be sold they were to
remain and that Money was to be raised thereon and sent to the said Edward
Raphael that the said Bernardo Pablo did therein remark that the
Goods could not be Sold at that price nor could Money be raised And

Your

Your Orator in his said Cross Bill did further shew that he was
by his marriage united with the said Instructions that he was much surprized
at the Language of the said Bernardo Pablo and did absolutely doubt the
Matter pretended by him to have been set forth without such Instruction and
and under such ignorance and under such impression he did in the said Letter
Ask the said Edward Raphael if it was true that the goods were not to be
Sold at a lower Price but were to be kept and Money raised and did say that
the said Bernardo Pablo would neither sell the Goods nor remit the
Money as appeared by the said Letter Marked **D** delivered in by
the said Edward Raphael in the Original Suit to which said Letter
Your Orator did beg leave to refer and pray the same might be taken
as part of his said Cross Bill of Complaint And Your Orator in his
said Cross Bill of Complaint did further shew that some time after
his Arrival at Manilla he received a Letter from the said Edward
Raphael dated the Seventh day of July One Thousand Seven hundred
Eighty Eight inclosed the said Edward Raphael did pray
Ships Your Honor would receive the Original of the above duplicate Power
Wrote You by the Ships Dolphin and Your sons Persons which
is my last Orders as appeared by the Copy of the said Letter
Marked **F** delivered by the said Edward Raphael into this
Honble Court in the Original Suit to which Your Orator did beg
leave to refer and pray the same might be taken and as part of his
said Cross Bill of Complaint and Your Orator did in his said Cross
Bill further shew that being ignorant of the Meaning of the said
Edward Raphael contained in the four Persons and what his
Last Orders might be he did apply to the said Bernardo Pablo
for information thereon and that the said Bernardo Pablo did
thereupon shew to Your Orator a Letter received from the said Edward
Raphael by the said Ships Dolphin which said was the Letter
Marked **E** in the Letter received from the said Edward Raphael by
by Your Orator and that the four persons therein named were
himself John Roach Marcar Slater and Your Orator, and Your Orator
shewed to the said Bernardo Pablo did then read the Contents of the
the said Letter to Your Orator and Your Orator did believe the Exhibit
Marked **B** delivered into this Honble Court by the said Edward Raphael
in the Original Suit might be a true Copy thereof to which Your Orator
did pray Reference and that the same might be taken as part of his
said Cross Bill of Complaint And Your Orator in his said Cross
Bill did shew that the said Letter did direct that after Sale of the
Goods contained in two Invoices that is to say in an Invoice of One
hundred and thirty two Bales Originally consigned to the above
Named John Roach and in the Invoice of the said Eighty One Bales
Fifty thousand Dollars Arising out of the Amount Sales should be remit
to China in Canton consigned to Messrs John Roach and Pogue
Raphael and did advise that the said John Roach would proceed
to China with the money and that he would there receive the said
Edward Raphael's Instructions thereon, that the said Letter did
further direct that should the said John Roach not go to China that
Thirty thousand Dollars only should be remit to Messrs Lane and
Fifty Eight and that the remaining Silver should be remitted by
Ships Dolphin and Bills all which Your Orator did say would fully appear
by the said Letter reference being thereunto had, and Your Orator in
his said Cross Bill did shew that such Letter that is to say the Letter
Addressed to the said Bernardo Pablo John Roach Marcar Slater and
Your Orator was Altogether different from the said Letter addressed to Your
Orator that is to say the said Letter under date the Seventh July One thou-
and Seven hundred and Eighty Eight and marked with the Letter
F and Your Orator did further shew that the said Bernardo Pablo did
at the same time inform Your Orator that the said Edward Raphael had
Written a separate Letter to the said John Roach giving him instructions
to dispose of the property of the said Edward Raphael which was in the
Hands of the said Bernardo Pablo that is to say the said Eighty One Bales
of Piece Goods for Your Orator did shew that the said One hundred and
thirty two Bales mentioned in the said Letter Marked **B** there was
an Power had been in the possession of the said John Roach and that the
said John Roach was to follow him the said Edward Raphael's Instruc-
tions in disposing of the same declaring that he confided entirely in the
Honor

honor and fidelity of the said John Roach and Your Orator did shew that in consequence of such Letter the said John Roach who was a Vain Empty Young Man did Enact that the said Edward Raphael could Confide in no One but himself and that he should have the entire Management of all the Concerns of the said Edward Raphael that were at Manilla should any thing happen to the said Bernardo Pablo that he was in fact the Superior and that had not his Name by Accident been mentioned in the said Letter Marked B he would have turned out the whole of the Parties therein Particularised that is to say the said Bernardo Pablo the said Marcar Lafar and Your Orator and have acted of himself alone And Your Orator did shew that such the suspicious duplicit and slighty improper Conduct of the said Edward Raphael Together with the ridiculous absurd and insulting behaviour of the said John Roach did give great umbrage Disgust and uneasiness to the said Bernardo Pablo who declared to Your Orator he would give up the Property of the said Edward Raphael To Wit the said Eighty One Bales of piece Goods to the said John Roach and would have nothing further to do with a Man who acted in every way Contrary to the Customs and usages of Merchants and who was both ungenerous and unjust however considering that he was the Principal and returnible Agent of the said Edward Raphael and that the motives that seemed to influence the Actions of his Constituent ought not to give a bias to his own and Under his Conduct Responsible the said Bernardo Pablo did determine to manage the said Concern and remit the Amount Sales there of to China agreeable to the directions of the said Edward Raphael Contained in the said Letter Marked B and Your Orator did further shew that he did Address the said Edward Raphael under date the twenty fourth day of January One thousand Seven hundred and Eighty Nine and therein Referring to the said Letter Marked B and to the said Letter Addressed to the said John Roach he did express himself Much Surprised at the Conduct of the said Edward Raphael in giving contradictory Instructions and that if the said Edward Raphael could not Confide

Confide in the said Bernardo Pablo and Your Orator that he had better order them to deliver up the whole of his property in their possession as well as many thing as Goods to the said John Roach than to write one thing to the said Bernardo Pablo and to Your Orator and differently to others as might appear by a Letter of the said Letter Marked C delivered into this Honble Court in the Original Suit by the said Edward Raphael to which Letter Your Orator did crave leave to refer and pray the same may be taken as part of the Cross Bill of Complaint and Your Orator did shew that he did in the said Letter also inform the said Edward Raphael that the amount Sales of the said Eighty one Bales of Piece Goods would be delivered up to the said John Roach agreeable to the Instructions of the said Edward Raphael and that Your Orator would bring with him the receipt of the said John Roach for the same but Your Orator did shew that at the time of his departure from Manilla the said Amount remained in the hands of the said Bernardo Pablo because that the Produce of the Goods was not equal to the Sum of Fifty Thousand Dollars directed by the said Edward Raphael as above mentioned and Your Orator did shew that the said Bernardo Pablo imagining he might not be able to make up the said Sum of Fifty Thousand Dollars in the time necessary to the Purposes of the said Edward Raphael did propose in order to prevent any injury to the Credit of the said Edward Raphael to make up the said Sum of Thirty Thousand Dollars and remit the same to Messrs Lane and Peloughs as soon as possible and Your Orator did shew that the said Bernardo Pablo did also address the said Edward Raphael under date the twenty third or twenty fourth day of January One thousand Seven hundred and Eighty Nine which was alluded to by the said Edward Raphael in his Original Bill of Complaint and which Your Orator did shew particularly related to the Sales of the said Eighty One Bales of piece Goods and to the intentions of him the said Bernardo Pablo as to the disposal of the Amount thereof and relative to the conduct of the said Edward Raphael in giving to the said John Roach Instructions that interfered with and greatly confused those given to him the said

Bernardo

Bernardo Pable and did express himself with much warmth thereon
and Your Orator did shew that during his residence at Manilla
he had no further charge of nor interference with the said Eighty One
Bales of piece Goods than in selling and disposing of the same as the
Broker of the said Edward Raphael Acting under the immediate
Orders and Directions of the said Bernardo Pable and Your Orator
did shew that he had no Charge of nor did he interfere with the
Monies arising from the Amount Sales of the said Eighty One Bales of
Piece Goods but that the same were Collected Rec and received by the said
Bernardo Pable as the Goods were from time to time disposed of by
Your Orator and Your Orator did shew that having finished his
Business at Manilla as far as in his power lay or as was incumbent
on him to do he embarked on Board a Spanish Ship bound to the East
and Arrived at Masulipatam on the twenty fifth day of January in the
Year of Our Lord One Lord One Thousand Seven hundred and Eighty
Nine and that he did the day following that is to say on the twenty
Sixth Day of May in the said Year of Our Lord One Thousand Seven
hundred and Eighty Nine Address the said Edward Raphael informing
him "that the said Eighty One Bales of piece Goods had been disposed
of for the Sum of Twenty four Thousand and Twenty Nine Dollars and
that Your Orator had delivered the same to the said Bernardo Pable as
might appear by the said Letter delivered by the said Edward Raphael
into this Hon^ble Court as an Exhibit in this Original Suit to which
Your Orator did beg leave to refer and pray the same might be taken as
part of this said Cross Bill of Complaint and Your Orator did further
shew that he did sometime about a month after his Arrival at Masulipatam
deliver to Mr Salter Jun^r Jacob Agreeable to the Instructions of the
said Edward Raphael to the said Salter Jun^r Jacob given the Account
Sales of the said Eighty One Bales of piece Goods together with a
Letter explanatory thereof from the said Bernardo Pable and which
Letter contained Verbatim the said Bernardo Pable informed Your Orator a
full Account of the Transactions in relation to the Sale of the said Eighty
One

One Bales of piece Goods and shew and find what manner the Amount
Arising therefrom had been and as he intended they should in future
be disposed of and Your Orator did shew that in the full confidence of
having Acted honestly and uprightly towards the said Edward Raphael
and Promoted his interest to the utmost of his Power and abilities
Your Orator did proceed from Masulipatam to Madras where
instead of Meeting from the said Edward Raphael with that approba-
tion and Reward which is due to faithful Services instead of Meeting
with that approbation which the Zealous endeavours and indefatigable
exertions of Your Orator for the benefit and Advantage of the said Edward
Raphael gave him a right to expect the said Edward Raphael did
pretend to reprobate the conduct of Your Orator and did shortly after-
wards file a Bill against him in this Hon^ble Court for the Sum of
Twenty five Thousand One hundred and twenty four Dollars and Eighty
two Decimals as the Amount of the said Eighty One Bales of Piece
Goods Pretending that Your Orator stood Justly and truly indebted to
him in the said Sum of Twenty five Thousand One hundred and twenty
four Dollars and Eighty two Decimals, and did swear to the justness of the
said Debt and take out a Warrant of Arrest thereon so that Your Orator
had been for many Months past and was then deprived of his Liberty
And Your Orator did shew that to the said Bill of Complaint of the said
Edward Raphael he did on the fourth Day of this present Instant file
his Answer in this Hon^ble Court to which he did beg leave to refer and
pray the same might be taken as part of his said Cross Bill of Complaint
and that his Cross Bill of Complaint might be taken as part of his said
Original Answer And Your Orator did shew that the said Edward Raphael
had taken an unfair and unjust advantage of the Situation of Your Orator,
and had wantonly and arbitrarily endeavoured by severe and daggering
Measures to reduce him to such a state of misery as might render
him desperate and force him to some Accommodations contrary to justice
and to equity and to the utter ruin of his fortunes and Your Orator did
shew that such the Conduct of the said Edward Raphael had arisen from
Private Pique and Resentment and not from any injury he has sustained
by

by or in Account of the Conduct of Your Orator relative to the said Eighty One Bales of Piece Goods, because as Your Orator had already shewn he had Nothing to do in the Sale and Disposal there of further than as a Broker acting under the Orders of the said Bernardo Pablo who as His Osten-sible Agent of the said Edward Raphael did receive the Amount Sales there of and did under and by Virtue of such his Authority detain the same in his Possession; And which Your Orator did shew had given some alarm to the said Edward Raphael because Your Orator did Shew he had been lately informed that the said Bernardo Pablo had declared his intention of withholding the same until he has been Reimbursed the Amount of certain Losses he has sustained from and an Account of all Mercantile Transaction between him and the said Edward Raphael for that the said Bernardo Pablo relying on the Honor and integrity of the said Edward Raphael did some time Ago Commission him to purchase certain Goods Ware and Merchan-dize for him the said Bernardo Pablo's Account and send the same to him at Manilla that the said Edward Raphael did Accordingly Purchase the said Goods Ware and Merchandize and did send them to Manilla but that to the Surprise and to the Great detriment and injury of the said Bernardo Pablo the said Goods Ware and Merchandize Were of a Price Very exorbitant and of a Quality so Very bad that they Were not Marketable nor could the said Bernardo Pablo Avail Him-self any Person to Purchase or otherwise Receive them And Your Orator did Shew that Whilst at Manilla he did Clearly that the said Goods Ware and Merchandize were fifty per Cent dearer than Others of the same Kind, and of a better Quality and that the said Edward Raphael Did not deal fairly and Honourably by the said Bernardo Pablo which Circumstances and Reports as they Appeared injurious to the Reputation of the said Edward Raphael, Your Orator had purely from the Friend-ship and Esteem he entertained for the said Edward Raphael and from a Sincere Regard to his Interest communicated to the said Edward Raphael imagining that the said Edward Raphael

Would

Would upon the receipt thereof adopt the necessary Means to defend himself against such aspersions; but Your Orator did shew he did not at that Time Examine did even entertain the most distant Idea of the Intention of the said Bernardo Pablo relative to the Losses he had sustained or Might Sustain in the Premises And Your Orator did shew that the said Edward Raphael being thus Apprehensive for the Amount of the said Eighty One Bales of Piece Goods which under and by Virtue of his own act and deed became Possessed by the said Bernardo Pablo he had thought proper to wreck his Vengiance on your Orator and under-stood to procure from him an equivalent to the Reimbursement he may be Obliged to make to the said Bernardo Pablo for an Account of the Enquiry of him the said Edward Raphael & caused Stewards to him and Your Orator did shew that the said Edward Raphael well Knowing Your Orator did shew that the said Edward Raphael well Knowing in what manner just or any right or Remedy against Your Orator for or on Account of the amount of the said Eighty One Bales of Piece Goods had Some Time Ago appointed Mr. Emilius Agent of Madras but now or Some Time Ago appointed Mr. Emilius Agent of Madras but now or late of Manilla Merchant Their Attorney and Empower and require them to Eighty Nine and that the following that is to say on the twenty Sixth day of January in the said Year of Our Lord One Thousand Seven Hundred and Eighty Nine Address the said Edward Raphael informing him that the said Eighty One Bales of Piece Goods had been Disposed of for the Sum of Twenty Four Thousand and Twenty Nine Dollars and that Your Orator had delivered the same to the said Bernardo Pablo as might appear by the said Letter delivered by the said Edward Raphael unto this Hon.ble Court as an Exhibit on the Original Bill to which Your Orator did beg Leave to refer and pray the same might be taken as part of his said Resp.t's Bill of Complaint And Your Orator did further Shew that he did some time after his Arrival at Masulapatam deliver to Mr. Peter Jan Jacob agreable to the Instructions of the said Edward Raphael to the said Peter Jan Jacob given the Account of Sales of the said Eighty One Bales of Piece Goods together with a Letter Explanatory there of from the said Bernardo Pablo and which Letter Contained Orders to the said Bernardo Pablo informed Your Orator a full

Account

appeared injurious to the reputation of the said Edward Raybael, Your
Orator had Purely from the friendships and esteems he entertained for the
said Edward Raybael and from a sincere Regard to his Interest
Communicated to the said Edward Raybael imagining that the said
Edward Raybael would expect the receipt thereof a deposit the necessary
Means to defend himself against such aspersions; but Your Orator
did shew he did not at that time learn nor did he entertain the
Most distant Idea of the intentions of the said Bernardo Pablo
relative to the Losses he had sustained or might sustain in the
Premisses and Your Orator did shew that the said Edward Raybael
being thus apprehensive for the Amount of the said Eighty One Bales
of Piece Goods which under and by Virtue of his own act and deed
became possessed by the said Bernardo Pablo he had thought proper to
Wreck his Vengeance upon Your Orator and endeavour to extort
from him an equivalent to the pretended embarrassment he may be obliged to
Make to the said Bernardo Pablo for an Account of the impropriety of
his the said Edward Raybael's conduct towards him and Your Orator
did shew that the said Edward Raybael well knowing he had no just
or any right or remedy Against Your Orator for or on Account of the
Amount of the said Eighty One Bales of Piece Goods had some time ago
Appointed Mr. Enriel then of Madras but now or late of Manilla
Merchant his Attorney and Empowered and Requested him to Sign Seal
and that he did the day following that is to say on the Twenty Eighth day
of May in the said Year of our Lord One Thousand Seven Hundred and
Eighty Nine Address the said Edward Raybael in forming him
that the said Eighty One Bales of Piece Goods had been Disposed of for
the Sum of Twenty Four Thousand and Twenty Nine Dollars and that
Your Orator had delivered the same to the said Bernardo Pablo as
Might appear by the said Letter delivered by the said Edward Raybael
into this Honble Court as an Exhibit in the Original Suit to which
Your Orator did beg leave to refer and pray the same might be taken
as Part of this said Cross Bill of Complaint And Your Orator did further

Shew

shew that he did soon after his Arrival at Masulipatam
deliver to Mr. Salter Jr. Jacob agreeable to the Instructions of the said
Edward Raybael to the said Salter Jr. Jacob given the Account Sales of the
said Eighty One Bales of Piece Goods together with a Letter explanatory
thereof from the said Bernardo Pablo and which Letter contained for so
the said Bernardo Pablo informed Your Orator a full Account of the
Transactions relative to the Sale of the said Eighty One Bales of Piece Goods
and how and in what manner the Amount arising therefrom had
been and as he intended they should in future be disposed of
and your Orator did shew that in the full confidence of having
acted honestly and uprightly towards the said Edward Raybael
and promoted his interest to the Utmost of his power and abilities,
Your Orator did proceed from Masulipatam to Madras where
instead of Meeting from the said Edward Raybael with that
Approbation and Reward which is due to faithful Services, instead
of Meeting with that Approbation which the Zealous endeavour and
Assertions of Your Orator for the benefit and Advantage
of the said Edward Raybael gave him a right to expect
Raybael did Pretend to disapprobate the conduct of Your Orator and
did Shortly afterwards file a Bill against him in this Honble Court
for the Sum of Twenty five Thousand one hundred and twenty four
Dollars and Eighty two decimals as the Amount of the said Eighty
One Bales of Piece Goods pretending that Your Orator stood Justly
and Truly indebted to him in the said Sum of Twenty five Thousand
one hundred and twenty four Dollars and Eighty two decimals,
and did Severally to the injustice of the said Debt and take out a
Warrant of Arrest thereon so that Your Orator had been for many
Months Past and was then deprived of his Liberty. And Your Orator
did shew that to the said Bill of Complaint of the said Edward Raybael
he did on the further day of this present Instant file his Answer in this
Honble Court to which he did beg leave to refer and pray the same might
be taken as Part of this said Cross Bill of Complaint and that this

Cross

Cross Bill of Complaint Might be taken as part of his said Original
Answer And Your Orator did Shew that the said Edward Raybael
had taken an unfair and unjust Advantage of the Situation of
Your Orator, and had wantonly and arbitrarily endeavoured by
Severe and Oppressive Measures to reduce him to such a state of
Misery as might render him desperate and force him to some Accom-
modation Contrary to justice and to equity and to the utter ruin of his
Fortunes And Your Orator did Shew that such the Conduct of the
said Edward Raybael had arisen from Private Pique and resent-
ment and not from any injury he has sustained by or to demand
from the said Bernardo Pablo the Amount of the said Eighty One
Bales of Piece Goods that is to say the Sum of Twenty four Thousand
One hundred and Twenty four dollars and Eighty two Decimals
the Sum for which he had filed his said Bill of Complaint against
Your Orator And Your Orator did Shew that the said Eurillia had
Communications Various with and had received the whole or some
part thereof or had a Prospect of receiving the whole or some part thereof
from the said Bernardo Pablo and has stated the several particulars
relative to them and a Letter by him the said Eurillia Written and Addressed
to the said Edward Raybael and brought by the said Ship Delphin which
was then just arrived from Manilla And Your Orator Shew that the said
Edward Raybael had received other Accounts relative to the said Eighty
One Bales of piece Goods from other Persons residing at Manilla and that
every Account he has received as well from the said Eurillia as from
other Persons did Shew that the said Bernardo Pablo and not Your Orator
was the Person from whom the produce of the said Eighty One Bales of piece
Goods was to be received by the said Edward Raybael And Your Orator
did Shew that never entertaining a thought or surmise that the
said Edward Raybael would have behaved in the unjust and ar bi-
trary Manner he had done towards Your Orator never to be forgotten Your
Orator imagined that the said Edward Raybael would have commenced
a Suit against him in this Hon^ble Court and use every Means in his

Power

Power to reduce him to misery and Ruin

All Which Matters and things Your Orator is ready
to aver to be true and Humbly Complaining prays that
the said Cross Bill may be taken as part of his said Answer and
the Original Bill of Complaint of the said Edward Raybael Together
With all Proceedings had thereon and might be dismissed with Costs
and afterwards the said Edward Raybael being Served with a Summons
to did appear to and answer the said Cross Bill Whereto he has since
Not been other proceedings therein But after Your Orator had filed
his said Cross Bill and before Your Orator discovered and Your
Orator doth now by way of Supplement to his said Cross Bill of
Complaint thereby charges that the said Edward Raybael by his
Attorney or Attorney hath Accounted with the said Bernardo Pablo
for the full Amount of the Sales of the said Eighty One Bales of
Piece Goods for the recovery of which he has brought this Original
Suit in this Hon^ble Court against Your Orator And Your Orator
further Shews that he has also since the filing of his said Cross
Bill of Complaint to his said Cross Bill of Complaint that the said Attorney
or Attorney of the said Edward Raybael not being able to settle
With the said Bernardo Pablo by amicable Means had recourse to
such Coercive Measures as are Pursued in Similar Cases at Manilla
were and that the said Bernardo Pablo under the Order or Decree or
other decision had thereon did pay to the said Attorney or Attorney
of the said Edward Raybael the Sum of Twenty One Thousand dollars
and no more although the Sum so Paid by the said Attorney or Attorney
of the said Edward Raybael Amounted to the Sum of Twenty four
Thousand One hundred and Twenty four dollars and Eighty two
decimals because the said Bernardo Pablo has been Allowed a
deduction therefrom of the Sum of Three Thousand One hundred
and Twenty four dollars and Eighty two decimals in consequence
and on Account of certain Transactions between him and the said
Edward Raybael And Your Orator Shews that he has also since
the filing of his said Cross Bill discovered and knows that he doth also now

Charge

Charge by way of Supplement to his said Cross Bill of Complaint that the said Edward Raphael by his said Attornies or Attorney has finally Settled with the said Bernardo Pablo for the Amount Sales of the said Eighty One Bales of Piece Goods that in such Settlement the said Bernardo Pablo did Deliver to the Attornies or Attorney of the said Edward Raphael an Account Current between him and the said Edward Raphael Relative thereto and that such Account Current together with other Documents and the said Sum of Twenty One Thousand Dollars were brought from Manilla and Delivered to the said Edward Raphael or some one for him by John Simon Avilla But these several Matters and things except the receipt of the said Sum of Twenty One Thousand Dollars Your Orator Charges have been concealed from him by the said Edward Raphael which ought to have been discovered and made known unto your Orator Whereby it would have appeared that the said Edward Raphael had no right to have called Your Orator and Question before this Honble Court as he has done by filing his Bill of Complaint in the said Original Suit against Your Orator, and consequently his continuing the same is contrary to Equity and good Conscience To the End therefore that the said Edward Raphael May upon his Corporal Oath Answer all and every the said matters and things hereinbefore Charged by way of Supplement to Your Orator said Cross Bill of Complaint to set forth and Discover Whether he the said Edward Raphael by his Attornies or Attorney and which of them or how otherwise has Not Accounted with the said Bernardo Pablo for the full Amount of the Sales of the said Eighty one Bales of Piece Goods and Whether for the recovery thereof the Attornies or Attorney of the said Edward Raphael and which of them has or have not recovered received or caused such as are Observed at Manilla and Similar Cases or some and what Moneys and Whether the said Bernardo Pablo did not under the Order Decree or other Decision thereon or how otherwise pay to the said Attornies or Attorney of the said Edward Raphael the said Sum of Twenty One Thousand Dollars and no more That they may set forth and Discover the Reasons

Reasons why the full Amount of the Sales of the said Eighty One Bales of Piece Goods that is to say the Sum of Twenty four Thousand One hundred and Twenty four Dollars and Eighty two Cents was not received from the said Bernardo Pablo and Particularly whether the Difference between the Sum Received and the Sum demanded was not on Account of certain Transactions between the said Bernardo Pablo and the said Edward Raphael and Whether the said Bernardo Pablo was not on Account of such Transactions or how otherwise Allowed to deduct from the Amount Sales of the said Eighty One Bales of piece Goods ascertains and what Sums of Money and Whether after such deduction from the Amount Sales of the said Eighty One Bales of Piece Goods the Ballance remaining did not amount to the said Sum of Twenty One Thousand Dollars and no more Whether the said Edward Raphael by his Attornies or Attorney has not finally Settled with the said Bernardo Pablo for the Amount Sales of the said Eighty One Bales of Piece Goods and Whether on such Settlement or at some and what other time the said Bernardo Pablo did not deliver to the said Attornies or Attorney of the said Edward Raphael an Account Current Relative to the said Eighty one Bales of Piece Goods and Whether such Account Current together with other documents and the said Sum of Twenty one Thousand Dollars were not brought from Manilla and Delivered to the said Edward Raphael or some one for him by the said John Simon Avilla and Whether the said John Simon Avilla did not at the same time bring other Letters or Letter from the said Bernardo Pablo to the said Edward Raphael and that the said Edward Raphael may set forth the Contents purport and Meaning thereof and Lastly Your Orator prays that the said Edward Raphael may set forth and Discover the Reasons which the said Sum of Twenty One Thousand Dollars was received from the said Bernardo Pablo by his the said Edward Raphael's Attornies or Attorney and that Your Orator May be relieved in the Premises as the Nature and Circumstances of this Case may require

May it Please this Honble Court to Cause

Court the said Edward Raphael to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the districts thereof personally to be and appear before this Hon^ble Court at a certain time and Place to be by this Hon^ble Court therefor and Appointed then and there to Answer this Your Orators Supplemental Bill and further to do and to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

J. Stuart Hall
Atty for the Cross Complt^t
& Original Defend^t

Filed this 15th June 1790

In the Hon^ble the Mayor's
Court at Madrasapatnam

Between Edward Raphael Compl^t
and
Joseph Antonio Defend^t & Cl Contra

The affidavit of the above named Joseph Antonio

Joseph Antonio the above named Original Defendant and Cross Complainant Maketh Oath and Saith that the several Matters and things Contained in this his Supplemental Bill have come to this Knowledge since the filing of his Cross Bill in this Suit and that he was not at the time such Cross Bill was filed directly or indirectly informed thereof

Sworn Translation as Near as can be by Wm Lewcock
Pub: Int^p

J. Stuart Hall
Atty for the Original Def^t
and Cross Compl^t

Na Honoravel Corte Mayoral
da Madrastapatão

Entre Edward Raphael Queixante
e
Joseph Antonio Defendente
& Contra

Deposicão da Alma Nomiado Joseph Antonio

Joseph Antonio a Alma Nomiado Original
Defendente & Contra Queixante faz Juramento e Diz que as Varias
Materias e Cauzas Contenhia Neste Sua Queixa Supplemental Alleo
a Sua Conhecemento depois de ter emfiado Sua Contra Queixa Neste
Meyo e que elle Naõ tivesse em tempo que elle Contra Queixa foy
emfiado Directamente ou indirectamente emformado della

Sworn this 12th June 1790
before me the Contents thereof having been Explained to the Deponent by Wm Lewcock
Interpreter

Andrew Ross
Alderman

Filed this 13th July 1790

The Answer of Edward Raphael
of Madras Merchant Original Complainant
and Cross Defendant to the Supplemental
Cross Bill of Joseph Antonio of the same
Place Merchant Original Defendant
and Cross Complainant

This Defendent Now and at all times hereafter,
Saving and Reserving to himself all and all Manner of Benefit
and Advantage of Exception to the many Errors Uncertainties and
imperfections

imperfections in the Complainants said Supplimental Cross
Bill of Complaint contained, for Answer thereunto, or unto so
much thereof, as this Defendant is Advised to be material or Necessary
for him to make Answer unto, Answereth and Saith, That he
Admits that the said Cross Complainant did file a Cross Bill
of Complaint against this Defendant sometime on or about the
Second day of March in this Present Year of Our Lord One
Thousand Seven Hundred and Ninety, in which the Cross Com-
plainant did set forth the Lundry Matter and things Verbatim,
or Nearly so, Repeated in the said Supplimental Bill And this
Defendant for further Answer saith, That Notwithstanding he has
been Advised that a Supplimental Cross Bill hath Never before
been introduced into the proceedings or pleadings of this Honble
Court or of any other Court of Law or Equity, and Notwithstanding
also, that near four fifths of the said Supplimental Bill contain
only a Copy or Recital of the very same Words matter and things
which are contained in the Cross Complainants Cross Bill whereto
this Defendant hath given a full Said sufficient Answer, Nevertheless
this Defendant, from a desire to meet the full Merits of this Cause with
the Cross Complainant, and that no imputation or charge of Suppression
of any matters supposed to be within this knowledge may be laid
against him, and also with the View of bringing the same to a speedy
decision, doth waive all Right of Demurring to the said Supplimental
Bill, and instead thereof Answereth in manner as is hereinafter
set forth, submitting to this Judgment of this Honble Court, how far
the Allegations vications and waiver Conduct of this Cross Complainant
in this instance and during the proceedings in this Cause deserves
their discountenance and Censure

And this Defendant for Answer, to the pretended matter
of the said Bill charged by way of Supplement, saith that he denies

that

that he hath by his Attorney or Attorney Accounted with the said
Bernardo Pablo for the full Amount of the sales of the said Eighty
one Bales of piece Goods, for the Recovery of which he has brought this
Original Suit and this Honble Court against the said Cross Complainant
And this Defendant in order to shew ill Grounded the said Charge
of the Cross Complainant is and that in respect saith, that the said Cross
Complainant and the said Bernardo Pablo having Acted contrary
to the instructions and Positive Orders of this Defendant in their
Management of the said Consignment of the said Eighty one Bales
of piece Goods, in the Months of July One Thousand Seven Hundred
and Eighty seven And more especially the said Cross Complainant,
in which he this Defendant particularly confided, And this Defendant
having also other Consignments at Manilla made to other persons,
this Defendant found, but Apprehension and Alarm of the contents
there, being in a precarious state, did Determine in the Month of
May One Thousand Seven Hundred and Eighty Nine, came to the Reso-
lution of Substituting Simon D'Ulla, James Ede, and Manuel
Pigneau as his Attorneys at Manilla Aforesaid That the said Simon
D'Ulla by Virtue of the said power delegated to him by this
Defendant did demand from the said Bernardo Pablo of the said Cross
Complainant having previously left Manilla the Sum of Twenty four
Thousand and Twenty Nine Dollars sixty five Reals and Six Grains,
and not the Sum of Twenty four Thousand One hundred and Twenty
four Dollars and Eighty two Decimals, as stated by the Cross Complainant
as the Amount Sales of the said Eighty One Bales of piece Goods,
deposited and paid into the hands of the said Bernardo Pablo by the
said Cross Complainant at his departure from Manilla Aforesaid,
And contrary to this Defendants instructions as by the proceedings
in the Original Cause and this Cross Cause doth Appear, that the said
Bernardo Pablo being so possessed of this Defendants said property,
the said John Simon D'Ulla not being able to Recover the same
from him was under the Necessity to put in force the power where-
with this Defendant had invested him, And had therefore recourse

to

to such Coercive Measures as are pursued in such Cases at Manilla, And the said John Simon D'Ulrilla did as this Defendant hath been informed, and doth believe, obtain an order or Decree or some other Decision that the said Bernardo Pablo should pay unto him on Behalf of this Defendant the aforesaid full Sum of Twenty four Thousand and Twenty Nine Dollars, Sixty five Reals, and Six Grains, and not the Sum of Twenty One Thousand Dollars only, as is falsely charged by the said Cross Complainant and this Defendant denies that there was a Deduction Allowed to be made therefrom of the Sum of three Thousand One hundred and Twenty four Dollars and Eighty two Decimals or of any other Sum in consequence or on Account of any Transactions between him and this Defendant or on any Account Whatsoever And this Defendant denies that he hath by his Attorneys or either of them finally settled with the said Bernardo Pablo for the Amount Sales of the said Eighty or on any other consideration the said Bernardo Pablo, did deliver to his Attorneys of this Defendant or to any of them any Account Current between him and this Defendant relative thereto, And this Defendant also denies, that any such Account Current together with any Documents were brought from Manilla and delivered to this Defendant or any Person for him by the said John Simon D'Ulrilla, but solely and simply the said Twenty one Thousand Dollars, which he the said John Simon D'Ulrilla Received from the said Bernardo Pablo out of the said Sum of Twenty four Thousand and Twenty Nine Dollars Sixty five Reals and Six Grains with difficulty, a very few days before his departure from Manilla For this Defendant saith that the said Bernardo Pablo not having the said Sum so illegally deposited in his hands by the Cross Complainant, contrary to this Defendants instructions and Orders, he the said Bernardo Pablo did on the Month of November last past as this Defendant hath been informed, want to pay to the said John

Simon D'Ulrilla Fourteen Thousand Dollars on Account thereof, which he the said John Simon D'Ulrilla refused to Receive and insisted Upon the whole Sum And this Defendant saith that the said Bernardo Pablo still putting off the payment of the said Money until the Departure of the said John Simon D'Ulrilla drew near, he did only pay unto him the said Sum of Twenty One Thousand Dollars on Account of the said Twenty four Thousand and Twenty Nine Dollars, sixty five Reals and Six Grains, a few days before his departure from Manilla aforesaid And this Defendant doth deny that he hath concealed from the Cross Complainant any matters and things which he ought to have discovered, or any by the discovery whereof it would or could appear that this Defendant had no Right to call Him in question before this Honble Court, Because it is evident and clear from the Proceedings that the Cross Complainant having Acknowledged to have Received the said full Sum of Twenty four Thousand and Twenty Dollars Sixty five Reals and Six Grains on Account of this Defendt that he ought to have brought the same into the Hands of Bernardo Pablo, at any rate to have paid the same into the Hands of Bernardo Pablo, in whom he well knew this Defendant had not any confidence, and whom he well knew this Defendant had not any confidence, and whom he well knew this Defendant had not any confidence, and

Court of this Defendant having Received a part of the said Property, by his own means and exertions, Do Humbly and in the least Expect that Responsibility the Cross Complainant was under to him for the said Misapplication and abandonment of it, For as he had accepted the Trust of a Consignee he was bound thereby to exercise it with fidelity and exactness and as he quitted the Madras in full Expectation of this Defendants property, he ought to have Returned or with an equivalent Value as proposed from Receipt Voucher or Document to shew that there was an equivalent in the hands of others to be applied for the benefit and Advantage of this Defendant According to his instructions This Defendant therefore saith that at the Recovery of a part of this said Property was Eventual, and depending wholly upon the uncertainty of a Ship going that Year to Manilla Upon the Life or solvency of the persons in whose hands he had so unadvisedly & Regardless of the Trust he had Accepted On the behalf of this Defendt that the Cross Complainant cannot be allowed to make up an Account that the whole was not Lost, any more than to say that he is exempted from Responsibility for what Remains unrecovered, as well as for Interest and Costs of the Suit, which he has by his own illegal Acts towards this Defendant brought upon himself, Upon a Suggestion, that because a part is Received that the whole there fore may be Received, and this Defendant doth therefore deny that his Continuing the said Suit is against Equity or good Conscience And this Defendant saith that he hath Always been ready and is still ready to Accommodate the present Disputes with the Cross Complainant Amicably by Referring the same to the Award of Arbitrators indifferently to be chosen between them, consisting of Merchants or others conversant in Mercantile Affairs, but the Cross Complainant hath always declined Accepting of an Amicable and Summary decision, rather chusing to oppress + + + + + + + + + + this Defendant by the most inimical and Litigious instruments of Law, which he has Multiplied without Necessity and contrary to

to general practice, as is evident from the proceedings and particularly his Cross Bills which can Answer no other purpose than that of effecting the Miscliefs of Vexation expence and delay And this Defendant for Answer to the Interrogatories put to him by the Cross Complainant in said Bill saith that he hath not by his Attornies or either of them or by any other means Accounted with the said Bernardo Pablo for the full Amount of the Sales of the said Eighty one Bales of Piece Goods and this Defendant saith that for the Recovery thereof he hath Limited Diligence of his said Attornies had Recourse to Coercive means, such as are observed at Manilla in similar Cases by Complainant to the Consulate or Court of Commerce as this Defendant hath been informed and this Defendant believes that the said Bernardo Pablo did under the Order Decree or some other deception pay to the said Don Juan Manuel Villalba this Defendants said Attorney the Sum of Twenty one Thousand Dollars and this Defendant believes that the Reasonably Dollars and three more, and this Defendant believes that the Reasonably Full Amount of the Sales of the said Eighty one Bales of Piece Goods that is to say the Sum of Twenty four Thousand and Twenty Four Dollars Sixty five Reals and Six Grains and that Twenty four Thousand One hundred and Twenty four Dollars and Eighty Decimals, as stated by the Cross Complainant, was not Received from the said Bernardo Pablo was, that he had not Money to pay the same and this Defendant saith that the difference between the Sums Received and the Sum demanded was not an Account of certain Transactions between the said Bernardo Pablo and this Defendant And this Defendant saith that the said Bernardo Pablo was not an Account of any such he supposed Transactions or otherwise Allowed to be deducted from the Account Sales of the said Eighty one Bales of Piece Goods any Sums of Money and of course there was no deduction And this Defendant saith that he hath not finally settled with the said Bernardo Pablo of the Means of his Attornies or either of them for the Amount Sales of the said Eighty one Bales of piece Goods And this Defendant saith that he does not know or has Supposed Settlement or at any other time that the said Bernardo Pablo delivered to

to this Defendants Attornies or either of them an Account Current with this Defendant touching and concerning the said Eighty One Bales of Piece Goods, And this Defendant Saith that the said Johan Simon D'Urilla did direct the shipping from Manilla and deliver to this Defendt or unto any Person or persons for him any such Account Current or other Documents, but only the said Sums of Twenty One Thousand Dollars And this Defendant saith that the said Johan Simon D'Urilla did not at the same or any other time bring any Letters or Letter from the said Bernardo Pablo to this Defendant, and of course he cannot set forth and discover the Contents purport and Meaning thereof. And this Defendant Saith that he hath been informed by the said Johan Simon D'Urilla, that he Received the said Sum of Twenty One Thousand Dollars from the said Bernardo Pablo a few days before he left Manilla, Which was about the Twenty third day of February last Past.

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall direct and Most humbly prays to be hence dismissed with his Reasonable Costs and Charges in this Behalf Most wrongfully sustained

Edward Raphael

H. Dupuy Attorn for Defendt
L. Popham

Sworn in Madras
this 10th Day of July 1790
Before me
Vint Corbett
Mayor

Filed this 21st Sept. 1790

The Amended Rejoinder of

Josephs Antonio of Madras Merchant
Defendant to the Replications of Edward
Raphael also of the same Place Merchant
Complainant

This Defendant Now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors Uncertainties insufficiencies and imperfections in the Replicant to said Replication contained for Rejoinder thereunto or unto so much thereof as this Defendant is advised is material or necessary for him to rejoin unto to this Defendant for Rejoinder Saith, that this denies as in and by his Answer to the Replicants Bill he has already denied that the Consignment of the Eighty One Bales of Piece Goods was made under the said Bernardo Pablo in the Sale and disposal of the said Eighty One Bales of Piece Goods as a Broker, always regarding the said Bernardo Pablo as the ostensible Agent and representative of the Replicant, and to whose Orders the Replicant had enjoined this Defendant to obey implicitly, and to follow his instructions upon all occasions, And this Defendant for further Rejoinder Says that the Paper of Account to the Replicants Bill annexed and to which this refers in Proof that this Defendant was a joint Consignee with the said Bernardo Pablo in the said Eighty One Bales, is in itself a Nullity and consequently cannot stand to substantiate or support in any Manner or wise the Assertions of the Replicant that this Defendant was a joint Consignee or otherwise with the said Bernardo Pablo, for this Defendant Says that the Replicant in his said Bill denies a certain Paper of Account to be a Copy of an Account and Memorandum to the said Paper of Account to be a Copy of an Account and in his said Replication he calls it the Copy of an Account taken under

under the Signature of this Defendant And Whereas this Defendant says that the said Paper of Account is neither the Copy of an Account nor the Copy of an Account Sales pretended to be subscribed to by this Defendant and therefore this Defendant Asserts that if any Original of such pretended Account is in existence the same is fictitious and that the Name of this Defendant affixed thereto is a forgery And this Defendant says that for the purpose of enabling him the more effectually to plain To the Replication to said Replication he did pray Oyer of the Original of the said Paper of Account but that the Replicant instead of complying With such prayer did deliver into this Honble Court a Paper Written in the Spanish Language to which the pretended Signature of this Defendant appears to be and the Armenian Character And Whereas the Paper of Account to the Replicants said Bill annexed is in the English Language and this Defendants Name is thereunto subscribed in the English Character and by the said two several Accounts reference being thereunto had may appear And this Defendant says that the said Paper of Account to the Replicants said Bill annexed and the said Account in the Spanish Language pretended to be the Original thereof differ from each other very Essentially in manner form and Substance for this Defendant says therewards and figures in the said Paper of Account to the Replicants said Bill annexed which are stated to be found in the said Spanish Account and against this Defendant says there are many Items in the said Spanish Account which are wholly omitted in the Paper of Account annexed to the Replicants Bill As by comparative Statement of the said Paper of Account with the translation of the said Spanish Account hereunto Annexed for the inspection of this Honble Court to which Statement this Defendant begs leave to refer and prays the same may be taken as part of this his Rejoinder may more fully and at large appear And this Defendant says that when a paper Writing is Alledged as a true Copy from an Original it ought to be with such Original Words for Words the same and therefore this Defendant says that the Paper of Account to the Replicants said Bill annexed cannot be a Copy of the said Paper Writing delivered into this Honble Court as the Original thereof inasmuch as the same are therein in the Spanish Language and Attested in the Armenian Character and the other is in the English Language and Attested in the English Character And inasmuch as they differ both in manner form and Substance from which facts this Defendant says and therefore humbly insists that the foundation upon which the Replicant has filed this said Bill against this Defendant is erroneous and dumbrous and therefore this Defendant says that if the Replicant has any Cause of Action against this Defendant he ought to produce the same to ascertainty if it lies in his power so to do by Amending his said Bill and thereby giving this Defendant that Just and fair benefit and advantage which Equity directs and the Law requires And this Defendant says that if the Replicant Neglects so to do and persists in such his Errors and Untruths he Acts in Opposition to the established Doctrine that he who would have Equity should do Equity and by reason thereof Marshall Take Advantage of his own wrong this Defendant humbly insists that the Replicants said Bill should be dismissed out of this Honble Court with Costs And this Defendant says that the said Paper of Account to the Replicants said Bill annexed and the said Account in the Spanish Language pretended to be the Original thereof differ from each other very Essentially in manner form and Substance for this Defendant says therewards and figures in the said Paper of Account to the Replicants said Bill annexed which are stated to be found in the said Spanish Account and against this Defendant says there are many Items in the said Spanish Account which are wholly omitted in the Paper of Account annexed to the Replicants Bill As by comparative Statement of the said Paper of Account with the translation of the said Spanish Account hereunto Annexed for the inspection of this Honble Court to which Statement this Defendant begs leave to refer and prays the same may be taken as part of this his Rejoinder may more fully and at large appear And this Defendant says that when a paper Writing is Alledged as a true Copy from an Original it ought to be with such Original Words for Words the same and therefore this Defendant says that the said

Defendant says that the said Exhibit bears no mark of Authenticity whatever and does not appear to have been framed to answer the purposes, and this Defendant says that without Admitting, which he by no means Admits, that the said Exhibit was produced in every requisite to render it an authentic document, the same evidently shews, notwithstanding the insinuations of the Replicant to the contrary, a very great distinction between the said Bernardo Pablo and this Defendant, because, although the said Exhibit which from the face of it appears to be no more than a partial Extract, is not fully addressed to the said Bernardo Pablo and this Defendant jointly, Yet the same must, from the tenor and purport thereof, have been Addressed to the said Bernardo Pablo alone and Contains only a Eighth mention of this Defendant, And this Defendant says, that the Exhibit C now produced by the Replicant in his said Replication refers to, strengthens the same point for which the said Exhibit A is introduced, so far from answering its intention and purpose as stated in favour of this Defendant for this Defendant says that the said Exhibit C, as far as the Same is Noticed by the Replicant, in no wise relates to the said Eighty One Bales, but to a few detached Bales consigned to this Defendant alone, and Not in the disposal and Sale thereof although the same is so consigned to him by the Replicant, this Defendant is therein directed to follow the Advice of the said Bernardo Pablo, than which this Defendant humbly insists, there cannot be a stronger Evidence of the superiority given by the Replicant to the said Bernardo Pablo over this Defendant; and as to the Bill of Lading to which the Replicant alludes as a further proof of his said Assertion, this Defendant says that whatever it might contain this is totally ignorant thereof. He Admits it might have been sent to Manilla but says it was so sent under a Sealed Cover to the said Bernardo Pablo And this Defendant says that the partial Extract from the Exhibit D, which the Replicant has introduced in his said Replication, does not shew as he thereon Asserts a direction by the said Bernardo Pablo in favor of this Defendant in consequence of an imputed Preference from the Replicant to this Defendant in favor of this Defendant says that it is very true that the said Exhibit makes Mention of the careless sense of the said Bernardo Pablo; but then it shews at the same time from whence such careless sense so arose, to wit from the general bad Character given of the said Eighty One Bales by the Merchants at Manilla and the subsequent Conduct of the said Bernardo Pablo Most clearly evinces he never did abandon the said Goods for this Defendant says that the said Bernardo Pablo did perform the last Act relative thereto by Attesting an Account Sales thereof and did actually receive his Commission thereon And this Defendant further says that the said Exhibit carries on the face of it strong Marks indicative of the superiority of the said Bernardo Pablo over this Defendant And further that this Defendant regarded him as a person to whom he was to look up as the representative of the Replicant; for that the said Exhibit after informing the Replicant that the Instructions respecting the Bales were in the hands of the said Bernardo Pablo thus proceeds "I shew the Gentleman (meaning the said Bernardo Pablo) will Neither sell the Goods nor will he send You Money in return" And this Defendant says the said Exhibit also shews that he was not only under the Control of the said Bernardo Pablo, but that he was also Subordinate to John Roach, another of the Agents of the Replicant at Manilla, and that both the one and the other had a superior Authority over this Defendant in the Affairs of the Replicant as by the said Exhibit in reference being thereunto had may appear. And this Defendant says that the Exhibit E to which the Replicant refers as a further proof that the said Bernardo Pablo did Not hold a superiority over this Defendant contains No such circumstance by which the Replicant can construe a meaning in favor of such Assertion of the said Exhibit alludes Chiefly to Goods of other Consignments than

thereof the said Eighty One Bales and that thereupon the
John Roach was employed by this Defendant and this Defe
Says that whereas it relates to the said Eighty One Bales of
Pepper of the base quality and extravagant Price therein ex
Consequent Sums thereon thereon by the Merchants thereunto
to the Credit of the Replicant And this Defendant denies that the
Exhibit gives any Color to suppose this Defendant was the
Money, but on the Contrary shews the real Fact to wit that the
the Broker of the Replicant and this Defendant says that
Letter of the said Bernardo Pablo to which this Replicant
and of which a Copy or a Writing said to be a Copy thereof
of Record in this Honble Court instead of shewing that th
Defendant Acted in any other manner than as the Broke
Replicant clearly establishes the Opposite Fact, for that a
Bernardo Pablo in the said Letter speaks of a Balance
by this Defendant to the amount of Seven Thousand Dollars
the same sums and amongst Various other things of a simila
scription, that the said Bernardo Pablo was therefore willing
the Replicant, from another part it shews that the amount o
said Goods had by the Replicant been Actually placed to the
Account of the said Bernardo Pablo; if so speaking of the sa
the said Bernardo Pablo in his said Letter says "When they
And that rebate will Buy them what more can I have You to put
in my Account" as by the said Exhibit in the Court of Record in this
Court reference being thereunto had may appear to which
Exhibit this Defendant begs leave to refer and prays the same
be taken as part of this his Rejoinder and that he may have
benefit of every part thereof in the same manner as if the sa
herein fully set forth & hereunto annexed and in another
from the said Bernardo Pablo to the Replicant of the date
said to be a Copy thereof in view of Record in this Honble Court

Said Bernardo Pablo further shews the Superiority and the Controlling
Powers by him possessed in the management of the Affairs of the
Replicant at Manilla, and over all persons concerned therein; for
after speaking amongst other things of the improper Conduct of the
said John Roach he adds "as for the Money I have told Roach to be
ready to imbark for China as You may order" and again after
apologizing for the Hurry in which he wrote offering that Circum-
stance as an Excuse for any Errors in his Accounts and shewing
that the said John Roach had not given in the Accounts of the
Duty and other necessary Expences which had occured in the
Transaction of the said Eighty One Bales thereby proving this Defen-
dant had no degree of Responsibility in the Premises, he says "The
"Money received from Antonio Carrion is laid out in the Duties and
"Charges and Bales Advanced nearly 5000 Dollars for the same
"which to this time Roach has not given me Account of
"to whom I worked for You, indeed I confess that in Your Commission
"and Employ I have lost more than I have gained in these two
"Years You having bound me in such a manner that I could
"Not move any how, The Money arising from the Sales of the
Jewels is in my Charge not having been able to execute for want
"of a Conveyance to China or Canton when there is Your Order will
"be executed or I will make Roach execute them" To which said
Exhibit this Defendant begs leave to refer and prays he may have the
benefit thereof in as ample a manner as if the same was herein
set forth or hereunto annexed and this Defendant says that the
reference made by the Replicant to the said Exhibit A does not
prove the contrary of this Defendants Assertion in this said Answer
set forth, for although such Exhibit might contain Instructions
Relative to the said Eighty One Bales; Yet as this Defendant has
hereinbefore

hereinbefore and in this said Answer established She was wholly ignorant of the Contents thereof And this Defendant says that the said Exhibit A was clearly never Meant to convey Instructions to him of whom there is only a very slight mention made by Way of Notification to the said B. Bernardo Pablo to whom the same is Addressed and to whom the Replicant therein and thereby communicated confidentially his Views in Trade and the several Circumstances of the necessary Arrangements by him made in consequence thereof. And this Defendant for further Rejoinder says Although the said Sealed Packet might have been and probably was Addressed in the Portuguese Language Yet this Defendant says he was unacquainted therewith and that Although he has made Choice of the Portuguese Language for his said Answer, Yet that he is altogether incapable of reading one Word thereof and the same was therefore read and explained to him by the Portuguese Interpreter, nor should this Defendant have made choice of that Language in preference to his own had he been able to procure a Person whose knowledge of the Armenian and English Languages he could have relied on, And this Defendant says as in and by his said Answer he has already declared that on receiving from the Replicant the Sealed Packet hereinbefore mentioned he was by him directed to deliver it on his this Defendants Arrival at Manilla to the said B. Bernardo Pablo and to obey his the said B. Bernardo Pablo's Commands in every Particulars so far as concerned the Property of the Replicant and Notwithstanding the reference by the Replicant made to the Exhibits Marked **D** and **E** this Defendant says he never did interfere in the Sale and Disposal of the said Eighty One Bales other than as the Broker of the Replicant Acting under the immediate Orders of the said B. Bernardo Pablo as in this Defendants said Answer is more particularly set forth And this Defendant has hereinbefore shewn that the said Exhibits do not nor does either of them shew any abandonment of the said Consignment on the Part of the said B. Bernardo Pablo, and knowing the premises as this Defendant says the Replicant absolutely does knew them he has done in opposition to the real matter of Fact. And this Defendant says in Notwithstanding the Surprize expressed by the Replicant relative to the Assertion in this Defendants said Answer contained, that Replicant has not only made Partial Extracts from the several Exhibits herein before alluded to but that he has also placed Constructions thereon Contrary to their true Intent and Meaning And this Defendant says it is fully expressed in the said Exhibit **D** that he had it not in his power to sell the Replicants Goods at the Market or indeed at any Price by reason of the Conduct of the said B. Bernardo Pablo therein set forth; and although the said Letter might have entered fully into the State of the said Consignment, which this Defendant denies to be the fact, yet without the Invoice of the said Consignment and the Replicants Instructions relative thereto this Defendant could not have fixed any Prices for the Sale and Disposal thereof even had this Defendant professed, but which was not the case as this Defendant says he had not the said Controlling power therein, And that this Defendant had not the said Invoice is evident from the following words in the said Exhibit contained to wit "I have not yet got the Invoice from Your Self and that "Gentlemans hands" And that this Defendant had not a controuling or any Power therein he has already in his said Answer and hereinbefore repeatedly shewn and to the said Exhibit **D** he self fully expresses in the following Words to wit "for what I observe this Gentleman will Sell the Goods nor will he send You Money in "return" And if further Proof is necessary this Defendant begs leave to refer to the Exhibit No. 1 delivered into this Honble Court by the Replicant and which he said to be a Copy of a Letter by him addressed to the said John Reach and which said Exhibit this Defendant

Prays

Prayer may be received as part of this his rejoinder and that he may have the benefit thereof in as ample manner as if the same was therein fully set forth or hereunto Annexed, this Replicant therein Says "as I am not satisfied with Mr. Bernardo I have written strongly to Mr. Herries to resume the Care of my Affairs so if he Consent You will follow his Advice" And again but should Bernardo be scandalized and that he retire in consequence You and Marcar are to execute my Instructions and do the Whole" by which this Defendant says it appears in the first Place that the said Bernardo Pablo as this Defendant has repeatedly herein before and in his said Answer Asserted the fact to be was the Ostensible Agent of the Replicant and that on his retiring from and the said Mr. Herries Not consenting to resume the management of the Affairs of the Replicant then and in that Case the said John Roach and the said Marcar Salter were to become Jointly the ostensible Agents of the Replicant in his Stead and this Defendant says there is no mention made or Notice taken of this Defendant in the said Letter either directly or indirectly a Circumstance that shews amongst a Number of other Instances that this Defendant had nothing to do nor was it intended he should have any thing to do in the Management of the Affairs of the Replicant to And this Defendant says by way of further Rejoinder to the Replicants said Replication that the Replicant did in his said Letters contained and which this Defendant has already in his said Answer and hereinbefore Particularized and which he will hereafter more fully set forth Although the same might be deemed unnecessary as such points to distinctly appear in the face of the said Letters themselves And this Defendant saith notwithstanding the Surprize suggested by the Replicant, Bernardo Pablo Actually did take the said Eighty One Bales and other the Property of the Replicant under his own management and direction and

and that the Receipt from this Defendant of the Invoices of and the Instructions relative to the said Consignment notwithstanding this Defendant may have subscribed his Name to the Account Sales thereof for this Defendant Says it is common for a Broker to subscribe his Name to this Account of the Sales by him made, but this Defendant denies that the Paper of Account to the Replicants said Bill annexed is a Copy or a Copy of a Translation of the Account Sales to which this Defendant may so have subscribed his Name, Nor is it in the Replicants said Bill stated as the Copy of any Translation but as the Copy of some Original Paper of Account of which this Defendant is altogether ignorant, never having seen the same and consequently however could have subscribed his name thereto. And this Defendant says that the Charge of the Replicant that this Defendant had Attempted to surprize the Judgment of this Honble Court by fallacious Allusions to certain matters contained in his said Letter of the Eleventh day of November is untrue in every particular for this Defendant says that in the Assertion of the Replicant to the contrary that in that part of the said Letter to the refusal of the said Bernardo Pablo to give to this Defendant the Invoices therein mentioned Alludes to the said Consignment of Eighty One Bales and not to Twenty one Bales consigned to the said John Roach and to this Defendant as the Replicants Agents for the Passage to which this Defendant in and by his said Answer refers and in the said Letter contained commences with a discription of the Conduct of the said Bernardo Pablo in the management of the Affairs of the Replicant this Defendant remarking thereon that the said Bernardo Pablo on reading over the Invoices of the Goods said "they would not be sold" and thereafter thus shewing as he has also done in other Parts of the said Letter that the said Bernardo Pablo kept from this Defendant the said Invoices he further shews that the said Bernardo Pablo had also kept from him the Instructions and

of

of the Replicant given thereunto and relative thereto in the following Words "I have not got the Instructions from You it is in that Gentlemans hands" concluding with an Observation that the said Bernardo Pablo would neither sell the Goods nor remit to the Replicant any Money, This Defendant admits that the said Letter does make mention of the Invoices of the said Twenty One Bales but then that the same is in a different part thereof and in Very cagey sort Words to wit the Twenty One Bales consigned to me and I am to be Sold" at the Market Price" and then states that he has not got the Invoices to enable him so to do for that the said John Roach had Possessed himself of the same and would not deliver it to this Defendant, Circumstances that taken together form another strong Proof that this Defendant was a mere Cypher in the Affairs of the Replicant unless brought into Consideration by the said Bernardo Pablo and that he was even under the Orders of the said John Roach And this Defendant says that the Replicant in detaching Scraps of Sentences from the Respective Contexts in this Defendants said Answer contained in order to extract therefrom a construction Contrary to their true intent and meaning and so effect his unjust Designs has himself been guilty of that Attempt to surprize the Judgment of this Honble Court and has thereby merited the Epithet of Rudacious by him repeatedly bestowed on this Defendant. for the Replicant in this said Replication then says this Defendant in this Answer positively denies that the Replicant in this Joint Letter to Bernardo Pablo John Roach Marcandatur and this Defendant desired them to sell the said Eighty One Bales of Goods at any Rate whether profit or Loss when the Replicant observes that in the same Letter is the Words following to wit "Hope You have sold all my Goods before now "Those of the Invoices of One hundred and Thirty Two Bales as well as

as the Eighty One Bales for the Most You could get and the time you mist" Judge whether Profit or loss" for this Defendant says that such part as the Replicant has so selected belonged or rather was introductory to the Passage in the said Letter contained which this Defendant had regarded as fully sufficient to support the Argument he had grounded thereon to wit to shew that Bernardo Pablo had withheld the Invoices of the said Eighty One Bales from this Defendants inspection and that the Replicant had not directed a return of the proceeds and which as in and by this Defendants Answer may appear stood thus "but this Defendant positively denies such Joint Letter contained the matter "as in Allegation is set forth in the Complainants said Bill to wit "that she directed them to sell the Eighty One Bales of Piece Goods at "any rate whether Profit or loss and to make a remittance of the whole "Joint Letter so far from requiring a return of "One Bales of Piece Goods by the said Ships Dolphin absolutely directed "it to be sent to China" by which this Defendant says it will appear that the whole this Defendant meant to deny and the whole that was necessary for him to deny was the Assertion of the Replicant in the said Bill set forth that he has directed in and by the said Joint Letter a Return of the whole amount of the said Eighty One Bales by the said Ships Dolphin and this Defendant further says that the said Eighty One Bales are not mentioned Seperately in the said Joint Letter but joined with the one hundred and thirty two Bales, and the Replicant so far from giving Orders to make a return of the whole by the said Ships Dolphin directs the Major part thereof to be sent to China in the following Words to wit "After You have "sold the before said two Invoices out of the produce and sale thereof "You will take fifty thousand Dollars and send it to China" And therefore this Defendant says that the insinuations in the Replicants

Repliant to said Replication contained and this Defendant reasoning thereon as therein set forth relative to this Defendants denial of the Repliants charge founded on the said Joint Letter is illiberal unjust and totally void of truth and this Defendant denies that he hath taken pains to blend the different Letters of the Repliant under different dates with a View to advantage himself by Plausible deductions therefrom and this Defendant says such Assertion of the Repliant is untrue and this Defendant denying the insinuation of the Repliant that the the Repliant has any wise suffered from the Conduct of this Defendant, for further rejoinder says that he does not understand the force of the Repliants Assertion in stating that he the Repliant took pains to preserve his Joint and Seperate Claims on his Agents at Manilla by avoiding in his Instructions any one Point that could Argue a contradiction and by writing to each when he had occasion to address them seperately in his own Native Language unless the Repliant thereby meant to shew that this Master of Language And this Defendant says that the Repliant in this reference to the Exhibit Marked **F** and his Assertions thereon are unfair and untrue for this Defendant says that the Repliant did therein, after stating his having written to the four Persons about his Affairs Assert that he did pointedly instruct this Defendant as to the Sales of the said Eighty One Bales consigned to him and the said Bernardo Pablo and direct the returns of the Proceeds thereof by the said Hugo Dolphin insinuating therefrom that the said Eighty One Bales were under this Defendants sole Charge and that the other three persons had nothing to do therewith Wherein the fact is that the said seperate Letter refers this Defendant to the said Joint Letter by the following Words in the said seperate letter Contained "I have wrote You by this Hugo Dolphin and Your four Persons which is my last Orders and this Defendant says in referring to the said Joint Letter for such the last Orders of the Repliant he found the said Eighty One Bales blended with the said One hundred and thirty two Bales and Instructions from the Repliant relative to the Disposal thereof as follows "After You have sold the before said two Invoices out of the produce and Sale thereof You will take fifty Thousand Dollars and send it to China" and by the seperate Letter addressed to the said John Roach and therein before referred to he thus gives his Instructions to the said John Roach "I have written to Your four "general Letter concerning my two Invoices the one of One hundred "and thirty two Bales and the other of Eighty One Bales so that You "are to put an end and sell the whole of it" and again "should "Bernardo be scandalized and therefrom in consequence You and "Marcar are to execute my Instructions and do the whole" "and again" as in the said two Invoices there are Goods of different "Marks You sell the whole even the Invoice so much the per Pagoda "observe will care what Mark had the preference And this Defendant says that the Repliants Letters and Instructions do not speak the experience of a Merchant nor the upright Man but are fraught with a tribe quity perplexed with intricacies and are confused Artful and designing as by reference thereunto had may appear, And this Defendant says that the Repliant in endeavouring to aggrieve this Defendant to Answer wherein this Defendant says that part of this Defendants Answer is that he left Madras any Receipt or Voucher he Admits he did not bring with him of the said Bernardo Pablo, for that he left the same with the Repliants Agent at Manilla, to which the Repliant says that the only Voucher left was the Account Sales of the said Eighty One Bales, But this Defendant says that the Repliant has since produced a Letter or Paper Writing said to be a Letter from the said Bernardo Pablo that Accompanied the said Account Sales and which is the Exhibit No 2 Now of Record in this Honble Court and which this Defendant says is the most ample Voucher he could have brought with him for

for that it enters into a full display of the Situations of the Ryliants Affairs and into his capricious and inconsistent Dispositions and particularly shews that under the Instructions and determined resolutions of the Ryliant that the said Bernardo Pablo had kept the Money (the Amount Sales of the said Eighty One Bales) for the purpose of sending it to China and Beyond a Doubt demonstrates as hereinbefore shewn the Superior and controuling powers of the said Bernardo Pablo not only in the management of the Affairs of the Ryliant at Manilla but also over every person concerned therein or any wise connected therewith, And this Defendant denies as he has already denied that the Copy of the Translation of the said Account Sales is annexed to the Ryliants said Bill and this Defendant rejoining to the Defiance thereon sent by the Ryliant says as in his said Answer he has already asserted that the Letters and Instructions of the Ryliant do vary from each other in the most material points and further that they are a compound of inconsistencies and ambiguities and that they are apparently framed to answer unfair purposes and as such Variations Inconsistencies and Ambiguities are facts self evident on the face of the said Letters and Instructions they do not require that proof on the part of this Defendant which the Ryliant in and by his said Replication has defied this Defendant to produce or if further proof be necessary and as the Ryliant has on that point defied this Defendant this Defendant says he has herein before given the most ample proof by contrasting the said Letter with each other And for further rejoinder says to the Assertion in the Ryliant said Replication contained that "this Defendant had brought home to himself all responsibility upon the four points in the Ryliants said Replication set forth" this Defendant to the first point says that he denies he ever received an Account of the said Eighty One Bales the Sum of twenty four Thousand and twenty Nine Dollars and this

this Defendant further says that Acting as a Broker under the Orders of the said Bernardo Pablo he did sell the Goods but that the said Bernardo Pablo received the amount thereof in manner as herein before and in this Defendants said Answer is set forth and thereupon this Defendant denies all and all manner of responsibility on account thereof And this Defendant to the second point says that the Charge of Commission therein alluded to as charged by this Defendant was by him so charged as Broker as aforesaid According to the Custom of Merchants in like Cases and consequently does not render this Defendant in any degree responsible for the Amount upon which such Commission was charged To the third point this Defendant says he never did receive the Ryliants said Instructions to remit the amount Sales of the said Eighty One Bales by the said Dolphin for that the Letter to which the Ryliant alludes as containing such Instructions which first speaks of the disposal of the amount of the said Eighty one Bales to the said general Letter Addressed jointly to his several Agents and to this Defendant under the same date for this the Ryliant last Orders in the premises and which last Orders as this Defendant has in this said Answer and herein before repeatedly shewn were to send the Major part of the Amount to wit the sum of fifty Thousand Dollars to China and not subject to the interference of this Defendant as the Ryliant would communicate but to other persons in the said Letter named and by a Reference to the Exhibit No 1. and as hereinbefore shewn the management of every part of the Ryliants Concerns is given to John Roach and Marcar Latter on the Events of disquet on the part of the said Bernardo Pablo and the refusal to Act therein on the part of another person circumstances this Defendant says that effectually destroy every Idea of that responsibility which the Ryliant has by his said third position endeavoured to carry to the Account of this Defendant And to the fourth and last point this Defendant says that Whatever

consequence

Consequence might arise to the Replicant from the circumstance of this Money being left at Manilla this Defendant has Nothing to do therewith the Replicant himself so directed it and if he erred in this Judgment this Judgment must be condemned and not this Defendant for this Defendant says that the Replicant gave his Instructions to the said Bernardo Pablo from Roach and Marcan later as herein before shewn and in this Defendants Answer set forth to send a certain Sum of Money to China a Sum that exceeded by far the amount Sales of the Replicants Goods and therefore and by reason thereof the Replicants Money remained at Manilla in the Hands of the Replicants Agent the said Bernardo Pablo and this Defendant says he knows no reason the Replicant could have had in objection to the said Bernardo Pablo and therefore his Hands but this Defendant says be that as it may the said Bernardo Pablo held the same by Virtue of his Authority as the Agent of the Replicant over whom this Defendant had no power whatever but on the contrary was himself under the Orders and Control of the said Bernardo Pablo who was in full Possession of the Replicants Instructions relative to the Disposal of his Property And this Defendant begs leave to observe that few Men would adopt the Plan pursued by the Replicant and send four different Letters to four different Persons and a Joint Letter to the Whole upon the same Subject and all totally different from each other in manner form and Substance and Yet wanting to assert seriously that he had Acted Consistently And this Defendant further says that he denies any Attempt to conform the Orders of the Replicant respecting the remittance of fifty thousand Dollars to China from the general Sales of the One hundred and thirty two Bales and the Eighty One Bales as well as from this other General Funds or even this Credit

untill

that Much funds were realized this Defendant says that the Charge did Much funds were realized this Defendant says that the Charge did attach itself to the Replicant whereby his Conduct in the premisses had thrown every thing into Confusion and Uncertainty and as no Man can confound confusion this Assertion of the Replicant thereon Must of Course be without foundation And this Defendant says that Such the Orders of the Replicant relative to the remittance of the said Sum of fifty thousand Dollars to China Notwithstanding the Assertions of the Replicant to the contrary superceded any special Instructions on the subject of the Sale and remittance of the said Eighty One Bales for the reasons herein before and in this Defendants said Answer set forth And further because the general Sales of the said One hundred and thirty two Bales and the said Eighty One Bales and all the Replicants other general funds together with his Credit until such funds could be realized were not equal to the said Sum of fifty thousand Dollars And this Defendant says their Quality as not to be marketable and he has heard and does believe that they are not disposed of unto this day and that as to the other general funds of which the Replicant makes mention this Defendant says the same were very trifling and that to this day the Replicant has not been able to realize the said Sum of fifty thousand Dollars from the amount Sales of the said One hundred and thirty two Bales the said Eighty One Bales and all this other general Funds and Credits united and this Defendant for further Rejoinder says he does not understand how he could have incurred the responsibility Charges in the Replicants said Replication by leaving as he says the Amount Sales of the said Eighty One Bales in the Hands of the said Bernardo Pablo nor does he comprehend the reasons of the Replicant as set forth in his said Replication and by reason which such responsibility is said to be founded for in the first place this Defendant says he has herein before repeatedly demonstrated that he had no power of

interference

interference whatever in the Amount Sales of the said Eighty one Bales for that She acted in the premisses as a Broker only and Secondly this Defendant says that he never was in possession of the Letter of the twelfth day of July One Thousand seven hundred and Eighty Eight Alluded to by the Replicant in this said replication and which the Replicant confesses was the last Letter he sent to Manilla and which this Defendant's name was mentioned Copy of the translation whereof Marked Y is hereunto annexed for the ingunctions of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as part of this his Rejoinder the Original Letter if being or ought to be in the possession of Marcar Salter with the other premisses the said Letter was taken and this Defendant further says that even admitting he had been in possession of such Letter but which She has shewn and which he now again positively declares was not the fact Yet no reason could be drawn therefrom to charge this Defendant With responsibility relative to the amount Sales of the said Eighty one Bales remaining in the hands of the said Bernardo Pablo because this Defendant as already repeatedly shewn says he had no power or Authority therein and that the said Bernardo Pablo so detained the same by Virtue of his Authority as the ostensible Agent of the Replicant and under the said general Letter of the said seventh day of July and this Defendant says the only conclusion that can be drawn from the said Letter of the twelfth day of July One Thousand Seven hundred and Eighty Eight in any wise favorable to the Replicant is that he did not know his own mind because this Defendant says the Replicants motives in sending such Letter under the several Circumstances herein before set forth will bear very different Constructions and of a Complexion not favourable to the Credit of the Replicant and as to the passage quoted by the Replicant from the said Letter in the following Words "The Letter I have received from

"from N. Bernardo this Year gives me so much concern that I have "lost all Confidence" this Defendant says that if such had been the Case if the Replaint really had lost all Confidence in the said Bernardo Pablo he should have told him so and taken Steps in consequence by taking his Concerns out of his hands and as to this Assertion in the Replicants said Replication contained that such Letter was expressly sent with a View to prevent the said Marcar Salter John Roach and this Defendant from trusting the said Bernardo Pablo with any future management in the Replicants Concerns this Defendant says a Contradiction is there to given by the said Letter itself in the Words following to Wit "As Mr Herne has Accepted and having "Again undertaken our Sealed Invoice as last Year there I am "entirely at ease because he is a Gentleman in fortune and he "should not be Willing what remedy is there You will agree "With that Bernardo with Love and finish the Business" "Which this Defendant says he has taken Pet and Withdrawn himself as he pleases" All which this Defendant says does not show an express or any View to prevent the said Marcar Salter John Roach and this Defendant from entrusting the said Bernardo Pablo with any further management in the said Affairs of the Replicant, And this Defendant says the said Letter also alluded to the said general Letter as containing "the Will and Orders" of the Replicant and directs the remittance of fifty thousand Dollars to China by the said John Roach And further this Defendant says that since the commencement of the present Suit the said John Roach and Marcar Salter have been both at Madras within the Jurisdiction of this Honble Court and so far from being made parties to the Replicants said Bill and which as fully appears by the said Exhibit N.1. herein before referred to ought to have been the Case if the Replicant had meant any thing other than appears in the present Suit they have contrary

from

Contrary to Law and Reason been examined as Witnesses and the
Said John Roach has thereupon deposed in support thereof a cer-
-tain instance which this Defendant humbly insists is of itself sufficient
to establish the Assertions contained in the said Answer that the
Replicant had been actuated by private pique and ungenerous
Resentment against this Defendant and that the present Suit
was commenced to gratify his evil disposition and this Defendant
looking up to the Equity and Justice of this Hon^ble Court hopes
to obtain that Compensation which he may appear to deserve for
the great injuries he has sustained and the ill usage & oppres-
-sion he has suffered from the iniquit Conduct of the Replicant in the
premisses and which this Defendant says has become the more glaring
from a recent occurrence for that the Replicant has lately received from
Bernardo Pablo by the hands of John Lamon Carrilla an Account of
the amount Sales of the said Eighty one Bales the sum of twenty One
Thousand Dollars and has obtained by his own Confession in this
Cross Answer to this Defendant to Cross Supplemental Bill contained
an Order for the whole sum and this Defendant Says that the
Replicant having so received the said Sum of twenty One Thousand Dollars
a part of the Sum for which he has brought this unjust and injurious
Action against this Defendant and has moved this Hon^ble Court in
consequence thereof the Prayer of the Replicant in the said Replication
contained is Erroneous in as much as it prays as in and by his said
Bill he had Already prayed and this Defendant says and therein
humbly insists that for such reasons and a Variety of others therein
before set forth the Replicant ought to withdraw the present Suit and
commence his proceedings de Novo if his is not fully convinced has
no Cause of Action whatsoever against this Defendant And this Defen-
-dant Says that although the Replicant might have offered Arbitration
to this Defendant previous to the commencement of the present Suit Yet
this Defendant insists that by reason there of no one Circumstance
can be

can be Urged in any wise Advantageous to the Replicant or disadvanta-
-geous to this Defendant And this Defendant Says that had he acceded
to such the Offer of the Replicant and submitted to Arbitration he
Might have been irretrievably ruined not a single Document not a
Single Authenticated Paper in his possession to lay before the Arbitra-
-tors he must have relied on the honor of the Replicant who he has since
found Would by the Most unfair means have taken the most unge-
-nerous advantage of this Defendants situation and have produced
those Extracts from Papers in his the Replicants possession as by twisted
Construction might have given a Shadow of foundation for his Claims
against this Defendant for this Defendant says that although aided
by the interposition of this Hon^ble Court he was not able to procure
the Exhibits now of Record but with the greatest difficulty and
every Opposition on the part of the Replicant and even after every
Exertion on the part of this Defendant he has not been able to obtain
from the Replicant all those Documents that are in his possession
Which are necessary to this Defendants
Prayed for to that End as by the Records of this Hon^ble Court reference
being thereunto had may appear and this Defendant says that some
of those Exhibits delivered in by the Replicant at the present Instance
of this Defendant are Paragraphs of and Extracts from Letters
instead of the Letters themselves and further this Defendant says
and under the Circumstances herein before set forth that had he
Submitted to the Arbitration proposed by the Replicant inevitable
Ruin would have followed for this Defendant says that the present
Suit is commenced for the Sum of twenty four Thousand One hundred
and twenty four Dollars and upwards And this Replicant has
sworn that this Defendant was justly indebted to him in that
Sum and therefore he would have given in that amount against
this Defendant to the Arbitrators although shortly after filing his
said Bill and on this Defendants praying Leave of a Letter from

the

The said Bernardo Pablo addressed to the Replicant in the said Bill alluded to the Replicant by way of shewing Cause to the Contrary did by Affidavit declare that he had sent back the same to Manilla in order to enable his Attorneys to recover certain property of which the said Letter made mention as by Copy of the said Affidavit hereunto Annexed for the inspection of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as Part of this his Rejoinder the Original whereof is now of Record may appear And this Defendant says that the Property alluded to and by the said Affidavit so meant to be recovered by the Replicants said Attorneys does by a Subsequent Affidavit of the Replicant Copy whereof is also hereunto Annexed for the inspection of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as part of this his Rejoinder the Original whereof is also of Record appears to be the identical property for the recovery of which this Replicant has brought his present Suit against this Defendant This Defendant Says that the Replicants said Attornies or Attorney Actually did recover from the said Bernardo Pablo the Sum of twenty one Thousand Dollars and Notwithstanding that this Replicant did so as aforesaid Swear that this Defendant stood Justly and truly indebted to him in the said Sum of twenty five Thousand One hundred and twenty four Dollars and upwards Yet in the said Affidavit Just alluded to he shews that the said Bernardo Pablo was equally indebted to him in that Sum with this Defendant that he had by reason thereof given powers to his said Attornies to recover from him the same and that the said Bernardo Pablo did in consequence Actually pay to John Simon De Cuillas one of the Replicants said Attornies the Sum of Twenty One Thousand Dollars as herein before set forth

And this Defendant for further Rejoinder says that as to any other Matter or thing in the Replicants said Replication contained not hereby rejoined unto the same are either insufficient Evasive or untrue And this Defendant thereby refering to his Cross Replication humbly prays the same may be taken as Part of this his Rejoinder

All which matters and things this Defendant is ready and willing to Aver Maintain and prove and most humbly prays as in and by his said Answer he hath already prayed

J Stuart Hall
Atty for Defendt

Comparative

Sale of 81. Bales of Goods belonging to Mr. Edward Raphael Sold by me Joseph Antonio in Wholesale and in Retail from Year 1782. to 1789. and as follows Viz.t

Mr.	No.	Bales	Pieces	Total Pieces					
MR	1.	1.	10.		Red Cambays	@ 23 D. p. Pc.	230.	"	"
			20.		D.o D.o	@ 16 D. 62 c.	332.	"	"
			30.		D.o D.o	@ 4 D. 83 c.	149.	60	"
			10.	120.	D.o D.o of Illcom	@ 5 D. 50 c.	55.	"	"
	2.	1.		120.	Red Cambay of Illcom	@ 5 D. 50 c.	"	"	"
	3.	1.		90.	Red D.o D.o	@ 5 D. 50 c.			
	4.	1.	20.		Red Cloth Fine at a Medeum Price between One another	@ 17 D. 80 c.	356.	"	"
			20.		D.o D.o	@ 15 D. 80 c.	316.	"	"
			30.	120.	D.o D.o	@ 8 D. 40 c.	672.	"	"
	5.	1.	10.		Blue Cambays fine	@ 19 D. p. Pc.	190.	"	"
			20.		D.o D.o	@ 9 D. 90 c.	198.	"	"
			60.		D.o D.o	@ 6 D. 65 c.	399.	"	"
			90.	180	D.o D.o	@ 6 D. 16 c.	554.	40	
	6.	1.	145.		Blue Cambays	@ 4 D.	580.	"	"
			14.		D.o Handk.s	@ 4 D.	56.	"	"
			60.	219.	D.o	@ 6 D. 16 c.	369.	60	"
			105.		D.o D.o of Illcom	@ 4 D.	420.	"	"
	7.	1.	30.		Blue Handk.s Fine	@ 14 D. 10 c.	423.	"	"
			30.		D.o D.o	@ 6 D. 33 c.	190.	"	"
			30.		D.o D.o	@ 6 D. 33 c.	190.	"	"
			105.	195.	D.o D.o of Illcom	@ 4 D.	420.	"	"
	8.	1.	198.		Red Charlas	@ 38 D. p. Cr.	376.	20	"
	9.	1.	200.		Red Handk.s	@ 38 D. p. Cr.	380.	"	"
	10.	1.	200.		Red Cambays	@ 42 D. p. Cr.	420.	"	"
LS	1.	3.	600.		Blue Handk.s	@ 37 D. 2 c. p. Cr.	1117.	50	"
	2.	2.	400.		D.o D.o	@ 35 D. p. Cr.	700.	"	"
	3.	4.	800.		Blue Cambays	@ 46 D. 2 c. p. Cr.	1850.	"	"
	4.	2.	400.		D.o D.o	@ 42 D. 4 c. p. Cr.	850.	"	"
	5.	1.	200.		Blue Cambays 100 P.s of Blue Handk.s but in the Invoice mentions to be 200 P.s of Cambays	@ 50 D. p. Cr.	500.	"	"
	6.	1.	240.		Blue Cambays	@ 25 D. 4 c. p. Cr.	306.	"	"
	7.	1.	170.		Blue Ginghams	@ 37 D. 6 c. p. Cr.	319.	85	"
	8.	1.	240.		Red Handk.s	@ 25 D. p. Cr.	300.	"	"

True Copy
G. Taylor Regr.

A true Copy
J. Stuart Hall
Atty for Defendt

Statement.

Sale of 81. Bales of Goods belonging to Mr. Edward Raphael Sold by me Joseph Antonio in Retail and Portion from the Year 1782. to 89. and as follows.

Mark.	No.	Bales	Pieces						
MR	1.	1.	10.		Red Cambays @ Twenty three Dollrs p.r Pc. Amount		230.	"	"
			20.		Ditto @ Sixteen Dollrs & Sixty Decimals p.r Ditto		332.	"	"
			30.		Ditto @ Four Dollrs & Ninety Seven Cts p.r Do		149.	60	"
			10.		Ditto of Illcom @ Five Dollrs & Fifty Cts p.r Do		55.	"	"
			120.		Sum		1766.	60	"
	2.	1.	120.		Red Cambays of Illcom @ 5 D.s 50 cts p.r Do				
	3.	1.	90.		Ditto Ditto @ 5 D.s 50 cts p.r Do				
	4.	1.	20.		Red Cloth Fine between one and other @ 17 Dollrs & 80 Decimal Amounts		356.	"	"
			20.		D.o @ 15 D.s & 80 Decimal p.r Amounts		316.	"	"
			30.	120.	D.o @ 8 D.s & 40 Decimal p.r Amounts		672.	"	"
					Sum		1344.	"	"
	5.	1.	10.		Blue Cambays fine @ 19 D.s p.r Amounts		190.	"	"
			20.		D.o @ 9 D.s 90 cts p.r Amounts		198.	"	"
			60.		D.o @ 6 D.s 65 cts p.r Amounts		399.	"	"
			90.	180	D.o @ 6 D.s 16 cts p.r Amounts		554.	40	
	6.	1.	145.		Blue Cambays @ 4 D.s p.r Amounts		580.	"	"
			14.		D.o Handk.s @ 4 D.s p.r Amounts		56.	"	"
			60.	219.	Blue Cambays 6 D.s 16 Cts p.r Amounts		369.	60	"
					Sum		1005.	60	"
	7.	1.	30.		Blue Handk.s Fine @ 14 D.s 10 Cts p.r Amounts		423.	"	"
			30.		D.o @ 6 D.s 33 D.o		190.	"	"
			30.		Ditto D.o @ 6 D.s 33 D.o		190.	"	"
			105.	195.	Ditto of Illcom @ 4 D.s p.r Do		420.	"	"
					Sum		1223.	"	"
	8.	1.	198.		Red Charlas @ 38 D.s p.r Corge Amounts		376.	20	"
	9.	1.	200.		Colored Handk.s @ 38 D.s p.r Corge Amounts		380.	"	"
	10.	1.	200.		Red Cambays @ 42 D.s p.r Corge Amounts		420.	"	"
LS	1.	3.	600.		Blue Handk.s @ 37 D.s 2 Cts p.r Corge Amounts		1117.	50	"
	2.	2.	400.		Ditto D.o @ 35 D.s p.r Corge Amounts		700.	"	"
	3.	4.	800.		Blue Cambays @ 46 D.s 2 Cts p.r Corge Amounts		1850.	"	"
	4.	2.	400.		Ditto Ditto @ 42 D.s 4 Cts p.r Corge Amounts		850.	"	"
	5.	1.	200.		Blue Cambays 100 P.s @ 100 p.rs of Blue Handk.s Red in the Invoice mentions to be 200 p.rs Cambays @ 50 D.s p.r Corge		500.	"	"
	6.	1.	240.		Blue Cambays @ 25 D.s 4 Cts p.r Corge Amounts		306.	"	"
	7.	1.	170.		Blue Ginghams @ 37 D.s 6 Cts p.r Corge Amounts		319.	"	"
	8.	1.	240.		Red Handk.s @ 25 D.s p.r Corge Amounts		300.	"	"

Comparative

				Pieces	Proc.	Tower	Dollars		
20.	742.		Long Cloths 14. Pieces	@ 90 ℔ Cen.		3339.	"	"	
	28.		Do. damaged	@ 4 ℔ Pce		42.	"	"	
	29.		Do. Sold in retail	@ 5 ℔ Pce		145.	"	"	3526. " "
		799.							
12.	452.		Long Cloths of 18 Pieces	@ 100 ℔ Cen.		2260.	"	"	
	6.		Do. Damaged Sold in retail for			18.	"	"	
	19.		Do. Do. Do.	@ 6 ℔ Cen.		114.	"	"	2392. " "
		477.							
6.	237.		Long Cloths of 20 Pieces	@ 115 ℔ Cen.					1362. " "
5.	190.	1.	Do. Do. of 22. Do.	@ 125 ℔ Cen.		1187.	4.	"	
	4.		Do. Damaged			12.	4.	"	
	6.		Do. Sold in retail	@ 6 ℔ Pce		39.	"	"	1239. " "
		200.	Blue Handkt.	@ 35 ℔ Cen.					402. 5. "
1.	1.	230.	Do.	@ 33 ℔ Cen.					385. " "
2.	1.	220.	Do. Do.	@ 35 ℔ Cen.					350. " "
3.	1.	200.	Do. Do.	@ 35 ℔ Cen.					350. " "
4.	1.	200.	Blue Handkt & Cambays of all sorts each quality	@ 35 ℔ Cen.					350. " "
526.	2.	340.	Blue Cambays	@ 41 ½ ℔ Cen.					233. " "
7.	1.	200.	Handkt & Cambays Blue	@ 35 ℔ Cen.					350. " "
8910.	3.	564.	Ordinary Cloth & Barquinets	@ 42 ℔ Cen.					331. 37. "
11.	1.	Jumk 85.	Cloth fine	@ 92 ½ ℔ Cen.					394. " "
12.	2.	400.	Red Handkt of 18 Pieces	@ 38 ℔ Cen.					758. " "
					Dollars				28180. 68 75.

Charges Merchandize on 80 Bales & Trunks of Goods consigned to me under Written Rings duly entered Nº 16364. 43. 43. 1

Entered 29th Decr 68 Rl ℔ Pces Nº 36821. 25. 6

at 16 ℔ Cent — 2209. 27. 50.

Interest on the above Sum for 1 Year @ 5 ℔ Cent — 110. 46. 37.

Cumulado upon 30270 Dollrs — @ 2 ℔ Cts — 605. 40. "

Interest on the above for 1 Year — @ 5 ℔ Cts — 30. 27. "

Carting hire &c. Charges — 53. " "

Commission upon 22852. 41 — @ 5 ℔ Cts — 1142. 62. 50. — 4151. 3. 37.

Dollars 24029. 65 38.

Errors Excepted

St. Croix 15th Feb. 1769

[Signed] Pr. de Pablo

Jos. Antonio

atmd Copy

Z Popham

atmd Copy

Stuart Hall

Attorneys Defendt

Statement

FR

20.	742.		of Long Cloths 14. Pieces @ 90 Dr℔ Cargo Amounts				3.	339.	"	"	
	28.		of Ditto damaged @ 4 Dr℔ & R℔ ℔ Pce Amounts					42.	"	"	
	29.		of Ditto Long Cloths sold in Retail @ 5 Dr℔ ℔ Pce					145.	"	"	
		799.					3.	526.	"	"	3. 526. " "
			Sum								
		199.									
12.	452.		of Long Cloths of 18 Pieces @ 100 Dr℔ Cargo Amounts				2.	266.	"	"	
			of Do. Damaged in Retail in 18. Do.					18.	"	"	
	6.		of Do. Do. @ 6 Dr℔ ℔ Pce Amounts					114.	"	"	
	19.						2.	392.	"	"	2. 392. " "
		477.									1. 362. 6. "
6.	237.		of Long Cloths of 20 Pieces @ 115 Dr℔ Cargo Amounts								
			of Do. 22 Pieces @ 125 Dr℔ Cargo Amounts				1.	187.	4.	"	
5.	190.		of Do. Damaged in					12.	4.	"	
	4.		of Do. Do. in Retail @ 6 Dr℔ 4 R℔ ℔ Pce Amounts					39.	"	"	
	6.						1.	239.	"	"	1 239. " "
		200.	Sum								402. 4. "
1.	1.	200.	of Blue Handkt @ 35 ℔ Cargo Amounts								385. " "
2.	1.	220.	of Ditto Do. @ 35 ℔ Cargo Amounts								350. " "
3.	1.	200.	of Ditto ditto @ 35 ℔ Cargo Amounts								350. " "
4.	1.	200.	of Blue Handkt & Cambays Leabut @ 35 Dr℔ ℔ Cargo								895. " "
526.	2.	340.	of Blue Cambays @ 29 Dr℔ 11 Dect ℔ Cargo Amounts								350. " "
7.	1.	200.	of Blue Handkt & Cambays @ 35 Dr℔ ℔ Cargo Amounts								881. " "
8910.	3.	564.	of Ordinary Cloth & Barquinet @ 31 Dr℔ 2 D℔ ℔ Cargo Amounts								394. " "
11.	1.	Jumk 85.	of Fine Cloth @ 92 Dr℔ 82 Dect ℔ Cargo Amounts								752. " "
12.	2.	400.	of Red Handkt 18. Pieces @ 38 Dr℔ ℔ Cargo Amounts								23. 180. 5. 6.

Cargo on board the Thames Ship Hector 60. Bales & One Trunk of East Goods Consigned to Commander affirmed & entered as follows

The 16364 Page dated 43. Pacts 8 43. Cash at the rate of 18 Rials ℔ Piaster Makes Dr℔ 36821. 25. Dect which with 6 ℔ Cts the Royal Duty Amounts to Two Thousand & two hundred and Nine Dollrs Twenty Seven Fifty Dect

2209. 27. 50. of Decmb

The Interest at 5. ℔ Cent this Expressed Quantity from 1. February in the Year 1788 until the 31. January Sig. makes one Year Amounts one hundred and Ten Dollars Forty

110. 46. 37. Six Dect and Thirty Seven Dect of Decimal the 2 ℔ Cts Cumulado on the Quantity of 30270 Dr℔ Agreeable to the Valuation of Sr Fernandes Amounts Six Hundred and Five Dollars and Forty Decmb

605. 40.

			The Interest at 5 ℔ Ct from Messrs and date as above Makes one Year Amounts to Thirty Dollars and Twenty Seven Decent
		30.27.	
			The Cooley hire Agreeable to the Account of Mr Reach
		33. " "	Amounts to Thirty three Dollars
			The Cooley hire Agreeable to the Account of Mr Joseph
			Antonio Amounts to Twenty Dollars
		20. " "	
3003.40.87.	3003.40.87.		The 6 ℔ Cent on the Quantity
			above Amounts to ---------- 2207.27.50.
			The Interest of 5 ℔ Cent from the same date as
			above Amounts ---------- 110.46.37.
	2319.73.87.		2319.73.87.
	5328.14.74		The General Sales of Goods Consistant to the above
			Sums ---------- 23180.5.6.
			The Charges appeare to the Amount of 5328.1.2.
			22852.4.4.
			The Commissions on the Quantity of Twenty two
			Thousand Eight Hundred and fifty two Dollars
			four Reals and four Grenigs Amounts to Six Thousand
			One Hundred and forty two Dollars and Sixty Four
4151. " 87.			---------- 4151. " 87.
			Neat Proceeds 24029. 5. 6.

St Cruz the 15th Febry Anno 1789

Signed P. de Pablo

Joseph Antonio

John D'Orilla a Native of the Kingdom of Spain and now of Madras Merchant maketh Oath and saith that he understands the English Language sufficiently that the above Paper Writing is a true Translation as near as can be from the Original Account taken in the Spanish Language hereunto Annexed

John Orilla

Sworn in Madras
this 10th day of May 1790
before me Wm Corbett Mayor

A true Copy Geo Taylor Proc

A true Copy

J Stuart Hall
Attorney for Defendts

y

Messrs Hanson Latter Joseph & Anthony Solomon Reach

Manilla

I have wrote to You on the 7th of this Month Jointly and Severally my Will and orders, and remitted to Pondicherry to be delivered by the Ships Dolphin I hope they may come to Your hands in due time and You execute them, I have wrote to You in Triplicate so this dispose You the whole Goods and Specie's You come out with the Remittance in this Ships Dolphin

Moreover You will Remit 30000 Dollars to China by Mr Reach if the Gentleman should not go You will Ship only 30000 in the first good Ships to Canton to the Hands of Mr Lance Fitzhugh

I have got an opportunity of remitting further Letters of Mine by this Ship Canning You of Mr Lee's not coming and therefore no Ships but this Dolphin which brings the Company Goods and Ships belonging to others wherefore I hope our Goods will be sold Well and dispatched as Your Grief may have Time

I have wrote to Mr Bernard and in my Joint Letter to You for selling me Bad, I am still always of that opinion that You finish the Letter which Bernard has wrote to me this Year has provoked me so much as to have put me into a diffidence Lest he should go hand in hand With others and carry away the Goods, telling them they must be sold, be careful Yourselves on my business

If Mr Hanson has accepted and having again in order taken our valued Invoice as last Year then I am entirely at ease, because he is a Gentleman if by any Misfortune should he be not Willing what remedy is there You will agree with that Bernard with love and finish the business, I shall be obliged.

I may be Bernard may have taken great and entirely Withdraw himself as he pleases You are Men endeavour Your selves do the business as I have wrote

Bernard has provoked me by writing these that my Goods

Goods given to him on this Account are dear he will not take them
That I might pay him his Money with the Premium of Respondentia,
I have answered as by the Copy of this Letter sent to Mr Solomi should he
instigate, Alledge Your my reasons and this to Messrs Pachica and Henry,
that You are to submit as they shall Adjudge.

You may say also one thing to that Good Man since Edwards
doing is bad to You, the Commission of the Goods belonging to You of
Our two Invoices is also bad doing; give back the Commission, that
Jose Edward Will give but what it will, he is not a reasonable Man
and I did not think it, finally through every thing has happened as Cross
I hope at present be successful the rest, what is our Luck.

I have wrote to Mr Ahmed and recommending him for
You concerning my Goods in case You have not sold to take him off,
pay Yourselves too and go sweetly after him perhaps he may take our
Goods, Notwithstanding I hope the Market this Year will be favorable
on Account there is no ships Neither Goods.

That Signeur Anabel has Agreed with Mr Calou to pay 2/2
p Cent Freight for Dollars, I have wrote to Mr Calou to be clear and
injust at least ought to pay as others pay, should not refuse it what
is to get by

The Neat Proceeds of Francis Lautours Goods Mr Marcar
You will Remit to China You will Write to Lance and Feltghoughs
that it is on Account of Lautour and to receive it and to execute as
the Gentleman orders.

Mr Joseph Anthony as well as Your owner and as of others
finish the whole come You in this Ships with Your Remittance as
I have wrote.

Messrs Johns, Josephs and Marcar I beg You
for My sake agree one another and reconcile Yourselves, finish
our Heartily every business Within one Accord, I shall be much
Obliged, further I wish You health and good Success

Your

Your Servant

Signed Edward Raphael

Madras 12th July 1788

A true Translation as near as can be taken from the Original
Armenian Language by Denis Phillipos Calandar

A true Copy
J Stuart Hall
Atty for Defendt

Filed 18th Decr 1789

In the Honble the Mayors
Court at Madraspatnam

Between Edward Raphael Complainant
and
Joseph Antonio Defendant

The Affidavit of the Above named Edward Raphael

The above named Edward Raphael maketh oath and saith
That he is not in possession of the Letter of Bernardo Pablo under date
the twenty third of January last past, for he hath sent to manillas
order to enable this Deponent to Witness to recover certain property by
which the said Letter makes mention, and this Deponent further saith
that he did not consider at the time he sent the said Letter to Manillas
that he should have had any occasion thereof in this present suit
against the above named Joseph Antonio against whom he said
Billis instituted as having been the Acting Attorney of this Deponent
respecting the Matters in Question in the Present Suit and therefore
and by way of preventing as far as he could foresee the Possibility of any
delay or evasion in the Defendant by asking for the said Letter hath
stated the fact in his said Bill of Complaint as follows.

"And the separate Letters of the said Bernardo
Pablo

"Pablo and Joseph Antonio bore date respectively the twenty third
"and twenty fourth days of January now last past, and the Letter of
"the said Bernardo Pablo did not relate any thing particular
"respecting the said Goods as they were in the hands of the said Joseph
"Antonio as the acting Attorney therein and the said Letter of the
"said Joseph Antonio states that he had Sold to that day to the
"Amount of dollars Sixteen Thousand three hundred and six, And
"that he would Sell the remainder after the Salary of the Dalgleish
"and that he would Deliver the amount sales thereof to John Roach
"According to the Instructions of Your Orator in the French Language
"and that he would Return to Madras with Captain Angulo"

/Signed/ Edward Raphael

Sworn in Madras
this 18th day of Decr 1789
Before me
Wm Corbett
One of the Aldermen of
Madraspatnam

True Copy
Gn Taylor Regr

Sr Popham
Atty for Compt

True Copy
J. Stuart Hall
Atty for Defendt

Filed 25th May 1790

In the Honble the Mayor's
Court at Madraspatnam

Between Edward Raphael Complainant
and Joseph Antonio Defendant and
Cross Complt

The

The Affidavit of the above named Edward Raphael

The above named Original Complainant and Cross Defendant
Edward Raphael maketh Oath and saith that having consigned
unto Bernardo Pablo and Joseph Antonio Eighty one Bales of Piece
Goods with Certain Instructions as to the Disposal thereof and having
also Consigned to Bernardo Pablo, John Roach and Marcar Salter,
One hundred and thirty two Bales of Piece Goods with Certain Ins-
tructions for the Disposal thereof and not being satisfied with the
Conduct of the said Persons he gave unto John D'Orsilla James Ede
and Manuel Pigneiro a Power of Attorney under date the twentieth the
day of May which was in the Year of Our Lord One Thousand seven
hundred and Eighty Nine And before the arrival of the said Joseph
Antonio at Madras to recover from the said several Persons the
Proceeds arising from the sale of the said Eighty One Bales and One
hundred and thirty two Bales And this Deponent saith that this
Deponent after the arrival of the said John D'Orsilla at Madras on the third day of this
Instant May and this Deponent received the said Sum of twenty One
Thousand Dollars from the said John D'Orsilla on the Sixth Instant
under the inherent Authority or Right which this Deponent considered
himself to possess as Proprietor of the said Eighty One Bales of Piece Goods
and as having therefore the title to their Proceeds

/Signed/ Edward Raphael

Sworn in Madras this
24th day of May 1790
Before me
Wm Corbett
Mayor

Sr Popham Atty for
Orign Compt and Cross Defs

True Copy
Gn Taylor Regr

True Copy
J. Stuart Hall

Filed this 4th day Sept. 1790

The Amended Cross Replication of Joseph Antonio to the Cross Answer of Edward Raphael

This Repliant Now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the Defendants said Answer Contained for Replication thereunto Saith that his Cross Bill and all and singular the matters and things therein contained are good true certain and sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and declared and that this Defendants said Answer is very Evasive and insufficient in the Law and for further Replication this Repliant Positively Avers notwithstanding the Declaration of the Defendant to the Contrary in his said Answer contained that he did receive from the Defendant Instructions to obey the orders and directions of Bernardo Pablo in manner and substance as in this Repliants said Bill is charged and therefore he could not have been Appointed to act in the premises with the said Bernardo Pablo without any distinction or preference whatever as this Defendant would wish to establish and this is partly deducible from the shewing of this Defendant who confesses that the said Eighty one Bales of piece Goods Shipped on Board the said Ship the Gloria Venture were not delivered to the immediate Care of this Repliant who proceeded on Board the said Ship but that they were given to the Charge of the Commander of the said Ship during the Voyage and it is partly deducible from the further Confession of the Defendant that the Instructions relative to the said Eighty one Bales of piece Goods and the Invoice and Bill of Lading thereof were contained in a Sealed Packet delivered to this Repliant by the Defendant to be delivered to the said Bernardo Pablo And that the Superscription thereon was in the Portugese Language which Language this Defendant Solemnly declares he can neither read nor write a Circumstance well known to the Defendant and this Repliant says that although he has given into this Honble Court his Original Answer to the Defendants Original Bill in that Language Yet he was altogether incapable of reading it and the same was therefore read and explained to him by the Portugese Interpreter of this Honble Court previous to his Swearing to the truth thereof And this Repliant says that the Passage from the Exhibit C introduced by the Defendant in his said Answer and by which he would attempt to prove that this Repliant was a Joint and Equal Consignee with the said Bernardo Pablo instead of Answering his Purpose must by every Rule of Correct reasoning tend to destroy the same for the said Passage is not taken from a Letter Addressed to the said Bernardo Pablo and this Repliant Humbly as the Defendant has been hardy enough to declare upon Oath was the fact but from Instructions given by the Defendant to this Repliant separately and distinct relative to the Sale and disposal of the said Eighty one Bales of piece Goods consigned to Bernardo Pablo and this Repliant as the Defendant has asserted but to Six Bales only and of which this Repliant was not a Joint but the Sole Consignee as by the said Exhibit Marked C reference being thereunto had may appear and therefore this Repliant humbly insists he is well justified in saying that the Defendant in making such untrue statements has in View to mislead the Judgment and deprive this Defendant of the Justice due to his Cause added to the injuries he has Sustained from the conduct of the Defendant and this Repliant says that the Manner in which the Defendant regards the Interrogatory relative to the Invoice and Bill of Lading remaining in the Possession of the said Bernardo Pablo is evasive and inconsistent and that if the Instruction of the Defendant had been as he would now suggest there was no occasion to have Placed the said Instructions Invoice and Bill of Lading under a Seale This Repliant denies that this

Contents

Contents of the said Sealed Packet were explained to him at the
time of the delivery thereof nor did he know any part of the contents until
the same were partially explained to him by the said Bernardo Pablo and
that he could not have been Acquainted with or touch the contents of the said
Sealed Packet is most certainly from this Replicants Letter to the Defendant
set forth in this Replicants said Cross Bill and Marked **D** for he
therein questions the Defendant on the subject of some particular
passages in the said Instructions contained as the same were stated
to him by the said Bernardo Pablo at the same time observing that
the said Bernardo Pablo would neither sell the goods nor remit Money
to the Defendant and as these several Matters are by the Defendant
Admitted in his said Cross Answer they are of themselves sufficient
to shew that this Replicant had not in his possession the said Invoice
Bill of Lading or Instructions and that he did not possess any
Controuling Power or any the least right to interfere in the Sale and
Disposal of the said Eighty one Bales of Piece Goods and this Replicant
says he does not know what the Defendant Means by a doubt
Which he pretends is contained in the said Letter and as he has
not thought proper to set forth the same this Replicant cannot Reply
thereto nor can this Replicant reply to the following Words in the Defen-
dants said Answer contained That is to say "and the said Bernardo
"Pablo did therein mentioned as follows now we can neither get the money
"nor sell the Goods at the Prices" for this Replicant Knows nothing of any
such Letter having been written by the said Bernardo Pablo but he is
however ready to Admit the same and humbly Prays so much thereof
as is set forth in the Defendants said Cross Answer herein before quoted
therefrom may be taken as part of this his replication and Notwithstan-
ding the general Assertion of the Defendant and taking the Whole of
his Instructions together "the Joint and Separate Letter of the Defendant
of the Seventh days of July do differ most essentially from each other
in manner form and substance as by the said several Letters now of
record

Record in this honble Court reference being thereunto had may appear
and as to the Assertion of the Defendant That the said Joint Letter did
not relate this discontent against the said Bernardo Pablo as strongly
as the said Separate Letter set forth the same this Replicant saith that
there is not the least Notice taken of the conduct of the said Bernardo Pablo
in the said Separate Letter to this Replicant Addressed by the Defendant
and therefore that such Assertion of the Defendant Must have been
made with a View of confusing a Charge which from a full conviction
of the Truth thereof he found it impossible to confute and this Replicant
for further Replication saith that the Defendant is irregular and Evasive
in his Conduct in so framing generally as he has done in and by his
said Answer to this Replication filed in the Original Suit which this
Replicant saith is a Paper still more Perverse and Vague than the Answer
to which this Replicant is now replying and this Replicant further saith
that if the Defendant had not been sensible of the Injustice of his dem-
and now and Hitherto [illegible] of this proceedings against this Replicant the
Would have met the several Charges contained in this Replicant in
a fair candid and ample manner, and not have sheltered himself
as he has done under that ambiguity and Evasion This Replicant
for further Replication saith that he no where fully or otherwise
Appears by any Voucher or Document produced by the Defendant that
the Remittance of the fifty thousand dollars to China was to be made
from the Sales of the One hundred and thirty two Bales and from the
Defendants General Funds for in the first place this Replicant says
that the said One hundred and thirty two Bales Although Mentioned
in the said Joint Letter as if under the Joint conduct and Controul of
the said Bernardo Pablo John Roach Marcar Latur and this Repli-
cant were at the time of the receipt of the said Joint Letter in the Possession
and Subject to the Sale and entire Control of the said John Roach and
that the same had been originally consigned to him by the Defendant
and Remained in his Possession and Subject to his Sale and entire

Management

Management at the time this Replicant left Manilla and never was under the Management or Control of this Replicant or the said Bernardo Pablo, but this Replicant says the Instructions of the Defendant as set forth in the said Joint Letter and to which the said Separate Letter refers is the only Criterion by which a Judgment can be formed of the Funds from whence the said Fifty Thousand Dollars were to be raised in Order to make the Remittance to China and it therein fully and clearly appears Notwithstanding the Artful insinuations of the Defendant to the Contrary that the said Remittance was to be made from the said One hundred and Thirty two Bales and from the said Eighty one Bales which this Replicant has fully set forth and fully established in and by his Answer in and by his Rejoinder to the Defendants Original Bill and Original Replication and which by the said several Letters Alluded to and now of Record in this Honble Court may appear And this Replicant says that in the Answer filed by the Defendant to the said John Roach which is the Exhibit Not now of Record in this Honble Court and which refers to the said Joint Letter the Defendant says "There is in the Dolphin Capt Edwards Bill going by that " Opportunity I have written to You four a General Letter concerning my two " Invoices one of the One hundred and Thirty two Bales and the other of 81 Do " that You are to put an End and sell the Whole of it expecting from Your " Activity that Our Loss should not be Great and from the Whole Sale " You shall take 50000 D. and You shall carry to China consigned to Yourself " and Pogos Raphael" Which this Replicant says and thereon humbly insists is a direct contradiction to the Assertions of this Defendant in his said Answer contained and herein before set forth to wit that the said " Remittance of Fifty Thousand Dollars to China was to be made from " the Sale of the said One hundred and Thirty two Bales and this the Defendants other general Funds," and this Replicant says that the said Letter Addressed to the said John Roach after providing for the said Remittance of the Fifty Thousand Dollars to China out of the Sale

Sale of the said One hundred and Thirty two Bales and the said Eighty One Bales also States "the remaining pounds You shall " Ship off in the Dolphin for the East with a Bill of Lading therefore" Which this Replicant says is a full contradiction to the Assertions in the Defendants said Answer Contained that he always had in View that the Produce of the said Eighty One Bales should be remitted to Madras, and this Replicant saith the said Letter further Instructs the said John Roach relative to the Affairs of the Defendant in the following Words "as I am not at all Satisfied with Mr Bernardo Shaw I will Write strongly to Mr Herrero " to recommit the Care of my Affairs to his consent You will follow " his Advice, if the contrary let it be as it is but should Bernardo " Pablo be Scandalized and that he retire You and Marcar are " to Execute my Instructions And do the Whole" And which this Replicant says contradicts the Assertions in the Defendants said Answer contained to wit That the Making a remittance to Madras of the said Eighty One Bales was Material and Special sent on this Replicant not only from the General and special Instructions on that head but from the said Bernardo Pablos having relinquished the said Consignment to this Replicant and from the Defendants special Instructions in Consequence of such Relinquishment for the said Letter as by the said Extract there from shews that the said Bernardo Pablo had not relinquished the consignment either to this Replicant or to any other person if it is true the said Letter provides for such Relinquishment and in that case gives the Management of the Consignment not to this Replicant but to the said John Roach and the said Marcar Salar and this Replicant further says that by the said Letter of the Defendant Addressed by him to the said Marcar Salar the said John Roach and this Replicant Copy translated do where fore this Replicant Rejoinder to the Defendants Original Replication Answer and it is evident that the

said

Said Bernardo Pablo had not thereto relinquished the said Consignment for the Defendant therein says" as I have Wrote to Mr. Bernardo "and in my joint letter to You for selling Wilmerdad Jam still "Always of that Opinion If Mr. Hirnandez has accepted and drawing "Again and undertaken our Sealed Invoice as last Year I am entirely "at ease if not what remedy is there You will Agree with Mr. Bernard "With love and finish the Business" It may be Bernard may "have taken pet and entirely Withdraw himself as he Pleases" And this Replicant further says and as he has in his said Answer and Rejoinder to the Defendants Original Bill and Original Replication More Particularly set forth that the said Bernardo Pablo did Perform the last Act of a Consignee in the Premises by Affixing his Signature to the Amount Sales of the goods Consigned And this Replicant says it is somewhat extraordinary that the Defendant in answering the Interrogatory in this Replicants Bill Exhibited relative to the Letter by the Defendant Addressed to the said John Roach should Speak as to the extension of his Recollection only instead of Answering Positively thereto which he might have done as he had at that time in his Custody a Copy of the said Letter and which is the said Exhibit No. 1 hereinbefore referred to And this Replicant Says that the Defendant in his said Answer has neglected to set forth the several matters and things in the said Letter Contained Which by this Replicants Bill he was required to do and which in Justice and in Equity he ought to have done And this Replicant says that Whatever Might have been the Intentions of the Defendant in his correspondence this Replicant cannot take upon himself to say and as a Man is to be judged by his Actions which are open to the World and not by his Intentions Which are only can be Penetrated this Replicant Asserts notwithstanding the

his misrepresentation of the Defendant to the contrary that the Defendant in his Correspondence has neither Acted clearly nor distinctly but on the contrary and for Reasons best known to himself the whole has been Confused inconsistent and contradictory And this Replicant says that the separate Letter to the said John Roach is not confined as the Defendant Asserts to the Remittance to China but Instructs to him also as to the disposal of the said Eighty One Bales and further directs him and the said Marcar Saturnin the Event of the said Bernardo Pablo's retiring from and another person therein named declining to resume the superintendance of his Concerns to take upon themselves the sole Management thereof and this Replicant says that the separate Letter to him Addressed by the Defendant so far from giving him Instructions respecting the Sale and remittance to Madras refers him to the General Letter hereinbefore Mentioned and Addressed to four persons Named in such Letter superseding every other Instructions as Containing the Defendants last Orders directs the said remittance instead of being made to Madras to be Made to China and which Letter so far from being in conformity with the said Separate Letters differs from them in manner from and substance having scarcely any other relation to them than direc-ting the remittance as aforesaid to be made to China and this Replicant says the Assertion of the Defendant that the said General Letter was Written in conformity to his special Instructions to each party as his situation Would Admit to enable the said John Roach Marcar Saturnin and this Replicant to relieve the said Bernardo Pablo from all further interference in the concerns of him the Defendant is Erroneous and untrue as by the said joint letter reference being thereunto had may Appear this Replicant for further Replication says that the Defendant has by evasion in his said Answer to this Replicants Bill Endeavoured to Suppress the truth and thereby deprive him of that Justice to which he is Entitled for the Defendant in his said

Answer

Answer instead of Answering positively to the Matter in this
Replicant's Bill Charged and set forth Solemnly declares to the best of
his Recollection that he never did give to the said John Roach any
positive direction about the said Eighty One Bales on the contrary
the Mention therein was only in a slight way and referring to the
General Letter the power of the said Letter being directed to the remit-
tance to China which was the proposed duty of the said John Roache
in the said Manner as the remittance of the Eighty One Bales was
the proposed duty of this Replicant and this Replicant says that
such the Solemn Declarations of the Defendant is all wilful departure
from the truth therein for in the first Place the Defendant had in his Posses-
sion at the time he made such Solemn Declaration a Copy of the said
Letter by him Addressed to the said John Roach and Secondly this
Replicant says that the Defendant said to be a Copy thereof this Replicant
has obtained a Copy since the Defendant has filed his said Answer
to this Replicants said Bill positively directs the said John Roach as
to the disposal of the said Eighty One Bales in the following manner to wit
"there is the Dolphin Capt Edwards who sails by that Opportunity I have
"Wrote You four a General Letter concerning my two Invoices and of 132
"Bales and the other of 81 so that You are to put an End and sell the
"Whole of it" and from the Whole Sale You shall take 50,000 and You
"shall carry to China the remaining Funds You shall Ships off in the
"Dolphin for the East" And this Replicant says that the Defendant
did in the said Letter positively direct the said John Roach in
Conjunction with the said Marcar Sater to take upon themselves the
Whole Management of the Affairs of the Defendant under the Circumstances
hereinbefore Set forth and this Replicant says that he has herein before
and in this Pleadings in the Original Bill clearly shewn that he had
Not nor from the whole Tenor of the Defendants Instructions could he have
had any thing to do in the Amount Sales of the said Eighty One Bales
but that he Acted in the Premises Merely as a Broker under the Orders of

the said Bernardo Pablo And this Replicant for further Replication
Saith that the Letter from Bernardo Pablo does expressly or
otherwise renounce the Commission on the Goods the Defendant had
Consigned to him and this Replicant says the Defendant well knows
the said Bernardo Pablo never did renounce the said Commission
and this fact is established first by the Account Sales of the said Eighty
One Bales in which the said Bernardo Pablo has Charged his Commis-
sion and Secondly by the Letter of the Defendant under date the twelfth
Day of July One Thousand Seven hundred and Eighty Copy translation
Whereof is annexed to the Rejoinder of this Replicant to the Original
Replication of the Defendant for the Defendant therein through the
Medium of the Parties to whom the said Letter is Addressed artfully
endeavours to Obtain such a Renunciation in the Words following
to Wit You may say also one thing to that good Man since Edwards
"is back to You the Commission of the Goods belonging to
"You of our two Invoices is also" and this Defendant says although the said Letter might not state
in direct terms that the said Bernardo Pablo had received the
Amount Sales of the said Eighty one Bales Yet it does so indirectly
and a Letter from the said Bernardo Pablo under date the Eighteenth
day of February One Thousand Seven hundred and Eighty Nine and
which is the Exhibit No 2. delivered into this honble Court by
the Defendant if the same be a true Copy of such Letter do expressly
shews that the same was and had been under his Charge and that
he Waited for an opportunity to send it to China and as such Copy
of the said Letter was in the Custody of the Defendant at the time of
filing his said Answer the Enunciation therein contained that the
said Letter of the twenty third day of January did not state that the
said Eighty One Bales is unfair and unjust and this Replicant
further says that the Defendant in order to Promote this unjust
Design against this Replicant hopes in his said Answer asserted the

Most

Most Glaring untruths for he therein says "it appears by the Complai-
"nants own Letter Copy of the Translation Whereof is Annexed to this
"Defendants Original Bill of Complaint that the Complainant received
"the Money arising from the Sales of the said Eighty One Bales and
"from the same into the hands of the said Bernardo Pablo" for this
Replicant says and as by the said Original Bill Reference being thereunto
had may appear that there is no Letter of any Kind Whatever Annexed
to the said Bill and in reply to the Assertions of the Defendant in his
said Answer contained that the said Bernardo Pablo could not of the
time have been the Ostensible Agent of the Defendant for he had resigned
the Charge of the Defendants Affairs this Replicant says that the Affidavit
of the Defendant Copy whereof is Annexed to this Replicants Original
Rejoinder partly establishes the contrary fact for the Defendant therein
says "having also consigned to Bernardo Pablo John Roach and Marcar
"ther One hundred and thirty two Bales of Piece Goods with certain
"Instructions for the Disposal thereof and not being satisfied With
the conduct of the said Persons he gave to P. D'Avilla James Edward
Manuel Piguens a Power of Attorney to recover the Proceeds and that
the said Bernardo Pablo did pay To the said John D'Cunilha twenty
"One Thousand Dollars" and this Replicant says that the said Assertion
is further and fully contradicted by the Exhibit No. 1 and the
Exhibit No. 3 and the Exhibit Z Annexed to this Replicants
said Original Rejoinder as by reference being thereunto had may
Appear And this Replicant Positively declares Notwithstanding
the insinuation of the Defendant to the contrary that the Amount
Sales of the said Eighty One Bales of Piece Goods was detained by the said
Bernardo Pablo under the several Powers Instructions and Circumm-
stances hereinbefore and in the Pleadings of this Replicant in the Original
Cause set forth is a fact Which this Replicant insists Was and is Well
Known to the Defendant and which further appears further then
the Selection now made therefrom for that the same is a Scheme of
Nonsense although John Roach hereinbefore & often mentioned has
been

Daring enough to depose upon Oath that the same is a true translation
from the Originals as by the Affidavit of the said John Roach
Which he is dignified With the Addition of Gentleman reference
being thereunto had may appear and this Replicant further says that
he has been Deprived of the full benefit and Advantage which he
Might have received from Oyer of the Originals of the said Pretended
Translations because that although such Oyer was Regularly Prayed
by this Replicant Yet the Defendant Waded Compliance therewith the
Pretending as by his Affidavit to the said Pretended Translations
Annexed reference being thereunto had may Appear that the said
Extracts were the duly parts of the original Letters which related to the
Consignments of the said Eighty One Bales and this Replicant says
that the Pretended Translations are not true translations from the
Original Letters of the said John Simon Eurilha and that the said
Letters contain a Variety of other Matters relative to the said Eighty
One Bales which would elucidate the Present question and be
of the Most essential Benefit to this Replicant were the said Letters
delivered into this honble Court and which the Defendant will
Knows to be the fact and therefore he has Kept them back in the same
Manner as he has done his Books of Account in which are inserted
his transactions with the said Bernardo Pablo relative to the said
Eighty One Bales and of which this Replicant regularly Pray Oyer as
by the Records of this honble Court reference being thereunto had may
Appear And to which Oyer this Replicant humbly insists he was
And is legally and Justly Entitled And this Replicant says that by
such Books of Account alone it would Appear as he has by other
Means herein before and in his Pleadings in the Original Cause
Provided that the said Bernardo Pablo was the Ostensible agent of the
Defendant in the Sale and disposal of the said Eighty One Bales
And this Replicant for further Replication says that he denies
the unjust and Equally illiberal Charges of the Defendant in his
said Answer contained of infidelity and ingratitude and says
that

that the same Attach themselves and of right belong to this Defendant Who in Asserting that the Title all which this Replicant Possession has been obtained Wrongfully as aforesaid seems to think and so it Evidently Appears he does that he has thereby a Right to trample upon the Rights and Priveledges of this Replicant deprive him as he has done of his Liberty and Property and Plunge him into Misery and Wretchedness And that this Replicant ought to suffer without an Opposition to or even a Murmur against such unjust cruel and Oppressive Measures and this Replicant for further Replication says that he denies the insinuation the Replicants Supplemental Answer contained that this Replicants Supplemental Bill shews Litigation or Vexation in his conduct towards the Defendant and Asserts and Most solemnely declares that in the Premisses he has been Actuated by no other Motive than that of obtaining impartial Justice of Deprive him And this Replicant denies this Assertion in the Defendants Supplemental Answer contained that he this Replicant deposited and paid into the hands of the said Bernardo Pablo the Amount Sales of the said Eighty One Bales contrary to the Defendants Instructions and this Replicant has herein before fully established such denial to be the Matter of fact And this Replicant says that by the said Supplemental Answer of the Defendant it fully Appears that the Defendant in continuing to Prosecute his present unjust and Vexatious Suit against this Replicant does by his own Shewing so Prosecute upon the grounds of convicted Error for in his said Answer he says "And the said John Simon Eurilhia did as this "Defendant has been informed and believes obtain an Order or "Decree or some other decision that the said Bernardo Pablo should "pay unto him on behalf of this Defendant the aforesaid full Sum "of Twenty four Thousand and twenty Nine Dollars Sixty five Reals "and Six Grains" of which Sum this Replicant has shewn he has received in Part the Sum of Twenty One Dollars this Replicant denies he has Adopted the Litegious instrument of the Law from choice but says he was drawn thereto by the Defendant to Such that Justice which he had every Reason to believe he could Not have obtained (under the Circumstances in this Replicants Original Rejoinder particularly set forth) by what this Defendant Calls Amicable means And this Replicant denies that he has Multiplied this Pleadings without Necessity for this Replicant says as so by the Records of this Honble Court it will appear that he has met with the utmost difficulty in his endeavours to obtain from this Defendant such Documentary Proofs as were Absolutely requisite to his Cause which were in the Defendants Possession and to which this Replicant was justly and legally entitled and that were after Replicant was [illegible] Has Withheld those Proofs that are Very essential all this Defendant [illegible] referring to his said Answer and Exhibits Trial and this Replicant to refering to his said Answer and Exhibits filed in this Honble Court to the Original Bill and Original Replication prays the same may be taken as part of this his Replication and that he may therein have the full Benefit thereof in the same manner as if the same was herein Particularly set forth.

All which Matters and things this Replicant is ready and Willing to aver maintain and Prove as this Honble Court shall direct and humbly prays as in and by his said Cross Bill he hath Already prayed.

J. Stuart Hall
Solr for Cross Complt

Filed the 2nd November 1790

The Amended Cross Rejoinder

of Edward Rayshaw of Madras Merchant Defendant to the Cross Amended Replication of Josiah the Attorney of the same Place Merchant Complainant

This Defendant Now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors uncertainties and imperfections in the Replicant to said Replication contained for Rejoinder thereunto or unto so much thereof as this Defendant is Advised is material or Necessary for him to Rejoin unto, this Defendant for Rejoinder saith That he hath already sufficiently proved that the said Bernardo Pable and the Replicant were jointly Appointed as Consignees of the said Eighty One Bales of Piece Goods for the Bill of Lading was in their Joint Names as well as the Instructions respecting the sale and Disposal of the Proceeds thereof, and when the occasion justified this Defendant in considering the said Bernardo Pable as inattentive to the interest or inactive in the Concerns of this Defendant he informed the Cross Replicant thereof and looked to his Attention to this Defendants Concerns with that expectation which manifested an opinion and Confidence in his management thereof and this Defendant saith, that the Charge of the Cross Replicant wherein he says that this Defendant hath been hardy enough to swear that the Extract Marked C. hath been taken from the Joint Letter of this Defendant to the said Bernardo Pable, and the Cross Replicant, is unfounded, for this Defendant to Cross Answer states the said Letter as Addressed separately to the Cross Replicant, and they related to the said Eighty One Bales of Piece Goods instead of the Six Bales, and states them as consigned jointly to Bernardo Pable and the Cross Replicant, and not to the Cross Replicant singly, and this Defendant solemnly persists in this Assertion that the Cross Replicant was informed of the Contents of the Sealed Packet Containing the Bill of Lading and Instructions, at the time of the delivery thereof Notwithstanding the Pretence of the Cross Replicant to the contrary, and this Defendant also Asserts that his separate Letter to the Cross Replicant and his Defendant and his joint Letter to his Joint Other Attorneys or Agents to were distinct in the several Points for which they were written. And this Defendant hath stated his Charge against the Cross Replicant in clear and Plain Terms, and hath fully and unequivocally Answered all Questions put to him by the Cross Replicant and entered into a fair candid and ample discussion of the Merits of his Claim, this Defendant is therefore conscious that there is neither any injustice in this demand nor iniquity in this Proceedings Nor hath he Attempted to shelter himself under Pretext ambiguity or Evasion, he Submits therefore to this Honble Court to Adjudge an adequate censure on the Cross Replicant to Conduct for Advancing such Malignant and ill founded charges This Defendant Saith, that the Cross Replicant doth in his said Cross Replication charges this Defendant, With being irregular and waiving in Referring Generally to his Answer to his Replication filed in the Original Suit, while the said Cross Replicant doth in his part Refer for explanation to matters Which he says he "has fully set forth and firmly established in and by his Answer and in and by his Rejoinder to the Defendants Original "Bill and Original Replication" This Defendant in Answer to the Charge of contradiction in his several Letters, whether Jointly to the four Consignees, or separately to each, and to the disputed contradictions of the instructions they contained, Saith that he hath fully Cleared himself therefrom by the detailed explanation therein in his Replication to the Original Suit and in his Answer to the Cross Replicants Cross Bill, from whence it will fully Appear that in the first instance, as well as in every Subsequent stage of the business in Question this Defendant placed the Remittance of Fifty thousand Dollars to Chinas from the Sales of the One Hundred and thirty two Bales

Bales, and this Defendant to general Funds, and that she always had in View that the proceeds of the Eighty One Bales be Remitted to Madras and that she meant that the said John Roach should go to China, in which case the Fifty Thousand Dollars were to be consigned to him and Pagas Raphael, but if she did not that she only Thirty Thousand Dollars were to be Remitted to China, consigned to Messrs Lance and Ketchum & Co and this Defendant Saith, that taking the whole of his Transactions together he doth deny that they differed essentially from the joint Letter or from the Separate Letter other than that the joint Letter did not Relate this Defendants discontent against the said Bernardo Pablo, so strongly as his Separate Letter Setforth, And this Defendant Repeats that the whole of his Conduct, as far as Relates to his claim on the Cross Replicant, is set forth in this Defendants Replication to the Cross Replicants Answer, in the Original Suit now of Record in this Honble Court, and to which he prays Reference and to have as full and ample benefit therefrom as if the same was part of the Proceedings in this Cross Suit, where from it will also appear that this Defendant in each Stage of the Business in Question, was clear correct and unambiguous in his Instructions to the four Consignees, whether jointly or Separately, and that this Defendants Conduct, which the Cross Replicant presumes to Reprobate, as contradictory Was shaped by the Varying circumstances of the Case, on each successive information from Manilla. This Defendant Admits that Bernardo Pablo signed the Account Sales of the Goods sold by the Cross Replicant but for the Reasons Already stated in the Proceedings of the Cause and Cross Cause this Defendant insists that it was incumbent on the Cross Replicant to make the Remittance of the said Eighty One Bales of Piece Goods, to this Defendant instead of leaving the Proceeds in the hands of the said Bernardo Pablo, this Defendant denies that he endeavored in any One Point to suppress the truth, but it shall Always be declared positively to what he knew, shall be Referred to all Letters

Letters Books and Vouchers to Assist his Memory, and spoke to his Recollection in such points only Where the Lapse of time Prevented him from speaking in the Decided certainty, and he Repeats that the Consignment of the Eighty One Bales to the said Bernardo Pablo, and the Cross Replicant was joint and equal in Control & Manage-ment and Commission, but as to the manner in which the Cross Replicant disposed of them the same is best known to himself, and as it Appears from the Cross Replicants own Account Sales and Letters as is by Mistake stated a Copy of the Translation Whereof is annexed to this Defendants Original Bill of Complaint, that he received the Money arising from the Sales of the Eighty One Bales of Piece Goods and paid the same into the hands of the said Bernardo Pablo instead of Remitting them to this Defendant, and that he did so, after he knew this Defendant had lost all Confidence in the said Bernardo Pablo, the same was a Wanton dereliction of his duty as this Defendants Agent, and makes him Personally Responsible to this Defendant for the Neat Amount Proceeds of such Sales deducting the Commission thereon, and all Interest on such Amount Sales, as stated in the Account Annexed to the Original Bill of Complaint this Defen-dant by way of Rejoinder to that Part of the Cross Replication Wherein the Cross Replicant saith that this Defendants Affida-vit contradicts the Assertion of this Defendant that at the time Therein alluded to the said Bernardo Pablo could not be his estab-lished Agent, this Defendant still persists that such Affidavit doth Not Contradict such Assertion for the Consignation to Bernardo Pablo, John Roach and Marcar Saturno to which the Affidavit alludes was long antecedent to the period in Question, for the Consignation avowedly took Place and the Subsequent Designation by the said Bernardo Pablo of the Concerns of this Defendant so Previously consigned to his Care jointly, with the other Persons or with the Cross Replicant was in consequence of the disagreement as agreed by this

Defendant

Defendant against the said Bernardo Pablo this Defendant Admits his desire that the said John Roach Marcar Saturne and the Cross Respondent should settle Amicably if Possible With the said Bernardo Pablo but such desire does not warrant the paying into the hands of the said Bernardo Pablo and after too that the Cross Respondent knew this Defendant had lost all Confidence in Bernardo Pablo sums of Money which it was the Pointed Instructions of this Defendant should be Remitted to Madras this Defendant denies that there is any contradiction in his Answer or to the Information said by this Defendant to have been Received by the Ships Dolphin for the very Information saith that the said John Simon de Uriella had not Received any Part of the Money and that Bernardo Pablo made Difficulties and the Letter which he Charges this Contradiction saith that Bernardo Pablo promised to pay an some certain Set off being allowed which Words this Defendant Humbly Submits to prove that no Money was Received and that all Made by the very demand of a Set off which John Simon de Uriella as this Defendants Acting Attorney at the time could not Admit this Defendant Declares that the Extracts Referred to in this Defendants Affidavit were the only Extracts of the said Original Letters of the said John Simon de Uriella which Related to the Consignment of the said Eighty One Bales of Piece Goods and he saith that the Translations of such Letters or Extracts are true translations from such Original Letters in the Spanish Language not only from this Defendants own knowledge thereof but from the opinion of the knowledge of the said John Roach therein this Defendant denies having kept back any Books of Accounts or other Papers Relative to his Claim on the Cross Respondent and his Affidavit before this Honble Court having stated the same is he Submits to their Consideration the impropriety of so serious a Charge without any reason whatever this Defendant is as anxious as the Cross Respondent can Pretend to be of having the whole Merits before this Honble Court and Obtaining impartial Justice therein and so hath he shewn in the same by

by Stating to this Honble Court all matters Respecting the Present Suit as soon as they came to his Knowledge and the Receipt of the said Sum of Twenty One Thousand Dollars in part payment of the same and in Order to prove how averse he was to distress the Cross Respondent he Prayed that the Amount of the said Sum might be deducted from the Sum for which the Cross Respondent was Originally ordered to be held to Bail and that the Warrant of Arrest might be in force only for the Difference and this Defendant Repeats what he hath Already stated and Sworn to in the Proceedings in the Cause and this Cross Cause namely that he Proposed to Settle by Arbitration so that the Charges of Litigation Attached to the Cross Respondent and not to this Defendant And this Defendant denies that the Cross Respondent shall not meet with any difficulty in Obtaining from this Defendant such Documentary Proofs as he wanted On the Contrary all the Difficulties were on the Part of the Cross Respondent

All which Matters and things this Defendant is Ready to aver maintain and prove in such manner as this Honble Court shall direct and Humbly prays as in and by his Original Bill of Complaint he hath already prayed and further that the Cross Respondent may be taxed with exemplary Costs for his Litigious conduct in the Premises and for using every means to long Protract the Proceedings and encreasing the Expenses of this Suit Unnecessarily by useless Repetitions and irrelevant Papers and Accounts

H. Z. Dolphin
J. Topham
Attornies Cross Defendt

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause and Cross Cause Now Depending in the Hon.ble the Mayors Court at Madras wherein Edward Raphael of Madras Armenian Merchant is the Original Complainant and Cross Defendant and Joseph Antonie now also of the same Place Armenian Merchant is the Original Defendant and Cross Complainant

On the Part and Behalf of the Original Complainant and Cross Defendant

To all the Witnesses

1st Do You know the Parties Original Complainant and Defendant and Original Defendant and Complainant in the Title of these Interrogatories named or either and Which of them How long have You so known them or either and which of them Declare?

To John Simon D'Avilla

2d Were You or Were You not some time in the Months of May One Thousand seven hundred and Eighty Nine about to take Your departure from the Port of Madras to that of Manilla? If Yea Did or did not the Original Complainant and Cross Defendant in the Title of these Interrogatories named on or about that time or when deliver and did You or did You not receive from him a Power of Attorney jointly With any other Persons and who by name to transact his business at Manilla aforesaid? Was or Was not the intent and purpose of the said Letter of Attorney to Obtain the Recovery of the Amount Sales of Eighty One Bales of Piece Goods from the Original Defendant and Cross Complainant and from One Bernardo Pablo of Manilla or for the Recovery of the Amount Sales of any other and What Number of Piece Goods and how Particularly?

When

When did You Arrive at Manilla? And Whether was the said Original Defendant and Cross Complainant at Manilla at such the time of Your Arrival What was the Amount Sales of the said Eighty One Bales of Piece Goods Did You or did You not Demand the said Amount from the said Bernardo Pablo or from any other person or Persons and whom and Whether You had Authority to demand the same from the said Bernardo Pablo only or from any other Persons and who by Name?

Did the said Bernardo Pablo Acknowledge to have the aforesaid Sales of the said Eighty One Bales of Piece Goods in his hands Did the said Bernardo Pablo Readily offer to pay You the same or were You Obliged to take any and what legal or other means for the Recovery thereof And Whether any and what Order or Decree Passed for the payment of the full Amount Sales of the said Eighty One Bales of piece Goods or for any and what part thereof Did or did not the said Bernardo Pablo pay You the said full Amount thereof or any and what part thereof And when and how long before Your departure from Manilla? If You only Received a part thereof why and for what Cause did You not Receive the whole Amount thereof Declare the same as You know have heard and do believe?

To Ditto

3d Are You or are You not acquainted With the nature of the trade between the Port of Madras and Manilla? If Yea from such Your experience and knowledge was it for the benefit or Advantage or otherwise of the Original Complainant and Cross Defendant to have his Money lying at Manilla Declare the same as You know have heard and do believe?

To John Roach and Marcar Slater of Madras Merchant

4th Are You or are You not Acquainted With the Matters in dispute between the Original Complainant and Cross Defendant and the Original Defendant and Cross Complainant in this Cause Are You or are You not directly or indirectly interested in the said Matters in dispute? and did the Decree to be therein given between the said Parties Declare?

To

To Dillo. 5th Do You or do You not know that the Original Complainant and Cross Defendant did in July or some other Month in the Year One Thousand seven hundred and Eighty seven Consign Eighty One Bales of piece Goods from the Port of Madras to the Port of Manilla under the Charge of the said Original Defendant and Cross Complainant Jointly to the said Original Defendant and Cross Complainant and Bernardo Pablo at Manilla or to any other person or persons and Who by Name and How Did or did not the said Original Complainant and Cross Defendant at the time aforesaid make any and what Consignment to You and the said Bernardo Pablo and any other Person and who of any other and what quantity of Goods Did You Whether had or not the said Consignment to You so made any communication with the said Consignment of the said Eighty One Bales of Piece Goods and whether You had any right of control or interference therewith? And whether You did or not use any control or interference therein and why? Declare the same as You know have heard and do believe.

To Dillo. 6th Do You know have You heard or been informed whether the said Original Defendant and Cross Complainant and the said Bernardo Pablo had equal powers as Consignees of the said Eighty One Bales of Piece Goods, or whether the said Bernardo Pablo had any controuling Power or Authority over the said Original Defendant and Cross Complainant in the Management of the said Consignment? Do You know whether the said Original Defendant and Cross Complainant did act under the Orders and directions of the said Bernardo Pablo in the Charge Management and Disposal of the said piece Goods or how otherwise? Do You know have You heard and been informed Whether any and what Tender or proposal of Purchase of the whole or any part of the said Eighty One Bales of Piece Goods was or was not made to the said Original Defendant and Cross Complainant and the said Bernardo Pablo on one time and how long after the

To Dillo. 7th Did You or did You not Receive a Letter Addressed Jointly to You Bernardo Pablo and Joseph Antonio the Original Defendant and Cross Complainant by the Grab Dolphin, under date the Seventh day of July One Thousand seven hundred and Eighty eight, or whereby directing the sale of the whole of the Original Complainant and Cross Defendants property at Manilla consisting of One Hundred Bales of piece Goods consigned to the said Original Complainant and the said Bernardo Pablo as aforesaid? Do You know have You heard and did You then know that the said Original Complainant and Cross Defendant did on or about the date aforesaid write a separate Letter to the said Joseph Antonio the said Original Defendant and Cross Complainant respecting the said Eighty One Bales of Piece Goods? Did You or did You not consider and did You or did You not Retain of You considered that the said Joint Letter did give You power of interference in the said Eighty One Bales of Piece Goods? And whether You did in any manner and how interfere in the Management of the Sale or the proceeds thereof? And whether or no after the Receipt of the said Joint Letter the Original Defendant and Cross Complainant or the said Bernardo Pablo did or did not Relinquish or give up to You any Right of interference or Controul in the Management of the said Eighty One Bales of Piece Goods or the Proceeds thereof in any Respect and Manner and how Declare?

To

To Dillo ---- 8th ---- Did or did not the Original Defendant and Cross Complainant inform You that at the Departure from Manilla the said Ships visited and paid Duties to the Islands of the said Bernardo Pablo the Amount Sales of the said Eighty One Bales of Piece Goods And to what Amount And whether You do or do not know or believe that it was less or more for the Benefit and Advantage of the said Original Complainant and Cross Defendant to have the said Amount Sales effected at Manilla or that the same should have been remitted to Madras Declare

To Dillo ---- 9th ---- Do You know have You heard or do believe that the Original Defendant and Cross Complainant did know and was informed by the said Original Complainant and Cross Defendant that he had withdrawn his Confidence in the said Bernardo Pablo, And whether the same was before or after the Payment of the said Amount Sales of the said Eighty One Bales of Piece Goods Declare

To Dillo ---- 10th Do You know have You heard or been informed whether there was or was not a Ship at Manilla bound for China some time and how long after the said sales of the said Eighty One Bales of Piece Goods, and at what time before the departure of the said Ships Antonio the Original Defendant and Cross Complainant from Manilla and what was the Names of the said Ships and of the Commanders thereof Declare

To all the Witnesses ---- 11th ---- Do You know of any other Matter or thing or have You heard or can You set forth any thing touching the Matters in Question in the Original and Cross Cause that may tend to the benefit or Advantage of the Original Complainant and Cross Defendant If Yea Declare the same as You know have been informed or do believe together with the Reasons of such Your belief as fully as if You had been thereunto particularly Interrogated.

H.y Dis pain
L. Pynsent
Attorneys for the Orig.l Complainant and Cross Defendant.

Mayor. Court at Madraspatnam

Between Edward Raphael of Madras Armenian Merchant Original Complainant and Cross Defendant and Joseph Antonio now also of the same Place Armenian Merchant Original Defendant and Cross Complainant.

On the Part of the Orig.l Compl.t & Cross Defendant

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

John Simon Dillo Merchant of Madras Aged thirty Years or thereabouts being produced as a Witness in this Cause On the Part of the Orig.l Compl.t & Cross Defend.t was on the Seventh Day of July One Thousand Seven hundred and Ninety Signified at the Office of Mr James Stewart Hall who is Attorney for the Orig.l Defendant and Cross Compl.t by Caravan my Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

1st to ---- To the first Interrogatory this Deponent saith that he doth know the Orig.l Compl.t and Cross Defendant Edward Raphael in this Cause and that he hath so known him about Six Years and that he doth know the Original Defendant and Cross Complainant Joseph Antonio in this Cause and that he hath so known him about four or five Years And more he saith not to this first Interrogatory

2d to ---- To the Second Interrogatory this Deponent saith that he was some time in the Month of May One Thousand Seven hundred and eighty Nine about to take his departure from the Port of Madras to that of Manilla And further saith that the Orig.l Complainant and Cross Defendant in the Title of these Interrogatories Named did deliver And that this Deponent did receive from

from him a power of Attorney jointly with Capt.n Edward Mannel Pigeon to transact his business at Manilla. This Deponent saith that the intent and purpose of the said Letter of Attorney was to obtain the recovery of the amount Sales of Eighty One bales of piece Goods from the Origl Defendant and Cross Complt and from One Bernardo Pablo at Manilla And further saith that he Arrived at Manilla the 16th instant. And this Deponent saith that the said Origl Defendant and Cross Complainant was not at Manilla at the time of his Arrival and further saith that the Amount Sales of the said Eighty One bales of Piece Goods Amounted to the Sum of Twenty four Thousand and Twenty Nine Dollars. This Deponent saith that he did demand the said Amount from the said Bernardo Pablo And further saith that he had Authority to demand the same from the said Bernardo Pablo and from Joseph Antonio Jointly. This Deponent saith that the said Bernardo Pablo did not readily offer to pay the same and that this Deponent was under the Necessity of having recourse to Law for the recovery there of. This Deponent saith that the Tribunal at Manilla did order the payment of the full Amount Sales of the said Eighty One Bales of Piece Goods And further saith that the said Bernardo Pablo did only pay the Sum of Twenty One Thousand Dollars to the best of this Deponent recollections about the fifteenth or twentieth of the Month of Feby last And about four or Five days before his departure from Manilla This Deponent saith that the reasons why he did not receive the Whole Amount of the Account Sales of the said Eighty One bales of Piece Goods, Was in consequence of the said Bernardo Pablo absolutely refusing to discharge the full Amount there of and More he saith Not to this Second Interrogatory.

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3d

To the Third Interrogatory this Deponent Saith, that he is well acquainted with the Nature of the Trade between the Port of Madras and Manilla: And further saith that from his experience and knowledge that it certainly was not for the benefit or advantage of the Origl Complainant and Cross Defendant that his Money should remain at Manilla And more he saith not to this or to the last Interrogatory

John de Ulrilla

Joseph Shaw Esq.

Mayor's Court at Madraspatnam

Between Edward Raybaud of Madras Armenian Merchant Original Complainant and Cross Defendant and Joseph Antonio now also of the same Place Armenian Merchant Original Defendant and Cross Complainant.

On the Part of the Original Complainant and Cross Defendant

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

John Roach of Madras Merchant Aged twenty Six Years or there abouts being Produced as a Witness in this Cause on the Part of the Origl Complainant and Cross Defendt was on the sixth Day of July One Thousand Seven hundred and Ninety Sixty Signified at the Office of Mr James Stewart Hall who is Attorney for the Origl Defendant and Cross Complainant by Cawasha my Servant who also left there a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth viz.

1st

1st ——— To the first Interrogatory this Deponent saith that he doth know the Orig.l Complainant and Cross Defendant Edward Rayshaw in this Cause, and that he hath so known him from his first Deponent's Infancy And that he doth know the Orig.l Defendant and Cross Complainant Joseph Antonio in this Cause, and that he hath so known him about two or Eleven Years And more he saith not to this first Interrogatory

2d ——— To the fourth Interrogatory this Deponent saith that he is Acquainted with Matter in dispute between the Original Compl.t and Cross Defendant & the Orig.l Defendant & Cross Compl.t in this Cause And further saith that he is not directly or indirectly interested in the said Matters in dispute and in the Decree to be given between the said Parties And more he Saith not to this fourth Interrogatory.

3d ——— To the fifth Interrogatory this Deponent saith he doth know that the Orig.l Compl.t and Cross Defendant did in the Month of July in the Year of Our Lord One Thousand Seven hundred and eighty Seven Consign Eighty One Bales of Piece Goods from the Port of Madras to the Port of Manilla under the Charge of the said Orig.l Defendant and Cross Compl.t jointly to the said Orig.l Defend.t and Cross Compl.t and Bernardo Pablo at Manilla and further saith that the said Orig.l Compl.t & Cross Defendant did at the time aforesaid make a Consignment of One hundred and thirty two bales of Piece Goods, to him, this Deponent, the said Bernardo Pablo and to Marcar Salur. This Deponent saith that the said Consignment to him, this Deponent of One hundred and thirty two bales did not make any connection with the said Consignment of the said Eighty One bales of Piece Goods And further saith that he had no Right of Controul or interference therewith. This Deponent saith that he did not use any controul or interference therein in consequence of having no Power And more he saith not to this fifth Interrogatory

6th ——— To the sixth Interrogatory this Deponent saith he believes the said Orig.l Defendant and Cross Compl.t and the said Bernardo Pablo had equal Powers as Consignees of the said Eighty one bales of Piece Goods and that the Commission arising from the Sales was to be equally divided between them And further saith that he Doth not know whether the said Bernardo Pablo had any controuling Power or Authority over the said Orig.l Defendant & Cross Compl.t in the Management of the said Consignment, this Deponent saith that he doth not know whether the said Orig.l Defendant and Cross Compl.t did act under the Orders and directions of the said Bernardo Pablo in the charge management and disposal of the said piece Goods but that the said Joseph Antonio, Eighty One bales were deposited, but that he the said Joseph Antonio had the Account appertaining to the said Goods and further Saith that a Proposal of Purchase for the Wholes of the said Eighty One bales of piece Goods was made by Don Francisco David at Sixteen and an half rials & Sixteen and three Quarters Pag.s Sixteen and an half rials & Sixteen and three Quarters Pag.s to the Orig.l Defendant and Cross Complainant and to the said Bernardo Pablo between the Months of Nov.r or Decem.r being about two or three Months after the Arrival of the Orig.l Defendant and Cross Complainant at Manilla which tender was refused by Compl.t Antonio in consequence of the said Don Francisco David objecting to receive some Goods of an inferior Quality to the Amount of about Eleven or eight hundred thirteen Pag.s This Deponent saith that in consequence of the said Orig.l Defendant and Cross Compl.t refusing to accept the above terms of the said Don Francisco David the said Bernardo Pablo threatened to protest. This Deponent saith that the said Prices so offered by the said Don Francisco

Francisco David of Sixteen and an half & Sixteen and three quarter Yards & Page would have proved of more Advantage by the Sum of Seven Eight Thousand Dollars than the Terms on Which the said Eighty One bales of Piece Goods were afterwards Sold — And more he saith not to this Sixth Interrogatory —

7th ——— To the Seventh Interrogatory this Deponent saith, that he did Receive a Letter Addressed to him, Bernardo Pablo and Joseph Antonio the Orig.l Defendant and Cross Compl.t by the Grab Delphin, under Date the Seventh day of July One Thousand Seven hundred and eighty Eight directing the Sales of the whole of the Orig.l Compl.t and Cross Defendants Property at Manilla, consisting of One Hundred and Ninety two bales of Piece Goods, and also the said Eighty One Bales of Piece Goods consigned to the said Orig.l Defendant and Cross Compl.t and the said Bernardo Pablo aforesaid — And further saith, that he hath heard and firmly believes that the said Orig.l Compl.t and Cross Defendant did about the date aforesaid Write a Separate Letter to the said Joseph Antonio the said Original Defendant and Cross Compl.t Respecting the said Eighty One bales of Piece Goods — This Deponent saith, that he did not Act as if he considered that the said Joint Letter did give him power of interference in the said Eighty One bales of Piece Goods — And further saith that he did not in any Manner interfere in the Management of the Same or the produce thereof — This Deponent saith that after the receipt of the said Joint Letter the Orig.l Defendant and Cross Complainant or the said Bernardo Pablo did not relinquish or give up to him, this Deponent, any right of interference or Controul in the management of the said Eighty One bales of Piece Goods or the Produce thereof in any respect and manner — And More he saith not to this Seventh Interrogatory —

8th ——— To the eighth Interrogatory this Deponent Saith, that the Orig.l Defend.t and Cross Compl.t did not inform him that at his departure from Manilla he had deposited and paid into the hands of the said Bernardo Pablo the Amount Sales of the said Eighty One bales of Piece Goods — And further saith, that it was undoubtedly better, and More for the benefit and Advantage of the said Orig.l Compl.t and Cross Defendant to leave the said Amount Sales remitted to Madras, than left at Manilla where no interest is Paid — And more he saith not to this eighth Interrogatory —

9th ——— To the Ninth Interrogatory this Deponent saith, he doth know that the Orig.l Defend.t and Cross Complainant did know and was informed by the said Orig.l Complainant and Cross Defendant, that he had with drawn his confidence in the said Bernardo Pablo — And further saith, that it was a long time before the Voyage about a Month before the departure of the said Joseph Antonio the Orig.l Defendant and Cross Compl.t from Manilla — And further saith that he cannot call to his remembrance either the Name of the said Snow or that of the Commander thereof — but recollects that the said Snow belonged to a French Gentleman Named Sibine — And more he saith not to this or to the last Interrogatory —

10th ——— To the Tenth Interrogatory this Deponent Saith, that he doth know there was a Snow at Manilla bound for China in January One Thousand Seven hundred and eighty Nine but cannot recollect how long after the Sale of the said Eighty One Bales of Piece Goods and about a Month before the departure of the said Joseph Antonio the Orig.l Defendant and Cross Compl.t from Manilla — And further saith that he cannot call to his remembrance either the Name of the said Snow or that of the Commander thereof — but recollects that the said Snow belonged to a French Gentleman Named Sibine — And more he saith not to this or to the last Interrogatory —

John Roach

Joseph Shawe
Ex.r

Mayors Court at Madraspatnam

Between Edward Raphael of Madras Armenian Merchant Orig.l Complainant and Cross Defendant and Seignl.e Antonie now also of the same Place Armenian Merchant Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

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

Marcar Saturn of Madras Merchant Aged forty six Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the Eighth Day of July One Thousand Seven Hundred and Ninety Signified at the Office of Mr. James Stewart Solicitor Attorney for the Original Defendant and Cross Complainant by Cawasjee my Servant Who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deponent as follows Viz.t

1st To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Edward Raphael in this Cause, and that he hath so known him about twenty six Years And that he doth know the Original Defendant and Cross Complainant Seignl.e Antonie in this Cause, and that he hath so known him about thirteen Years And more he said Deponent to this first Interrogatory

4th To the fourth Interrogatory this Deponent saith that he is acquainted with the matters in dispute between the Original Complainant and Cross Defendant and the Original Defendant and Cross Complainant in this Cause And further saith that he is not directly or indirectly interested in the said matters in dispute and in the Decree to be therein given between the said Parties

And more he said Deponent to this fourth Interrogatory

5th To the fifth Interrogatory this Deponent saith he doth know that the Orig.l Complt.s and Cross Defendant did in July in the Year One Thousand Seven hundred and eighty Seven consign Eighty One bales of Piece Goods from the Port of Madras to the Port of Manilla under the charge of the said Orig.l Defendant and Cross Compl.t.s jointly to the said Orig.l Defendant and Cross Compl.t.s And Bernardo Pablo at Manilla And further saith that the said Orig.l Compl.t and Cross Defendant did at the time aforesaid Make him this Deponent a Consignment the said Bernardo Pablo and John Roach of One hundred and thirty Two bales of Piece Goods This Deponent saith that the said Consignment to him so made, had no connection with the said Consignment of the said Eighty One bales of Piece Goods And further saith this Deponent that he did not nor any one on his behalf or interference therein Not having been impowered so to do And more he said Deponent to this fifth Interrogatory

6th To the sixth Interrogatory this Deponent saith he heard that the said Original Defendant and Cross Complainant and the said Bernardo Pablo had equal Powers as Consignees of the said Eighty One Bales of Piece Goods And further saith that the said Bernardo Pablo had no controuling power or authority over the said Orig.l Defendant and Cross Compl.t in the Management of the said Consignment This Deponent saith that he doth not know Whether the said Orig.l Defendant and Cross Compl.t did Act under the Order and Directions of the said Bernardo Pablo in the Charge management and Disposal of the said priced Goods but says that part of the said Eighty One Bales Piece Goods

Goods was sold by Joseph Antonio and the residue by Joseph Antonio and Bernardo Pablo jointly And further saith that he doth know that a tender or Proposal of Purchase of the whole of the said Eighty one bales of Piece Goods was made to the said Original Defendant and Cross Complainant and the said Bernardo Pablo about fifteen Months after the arrival of the said Orig.l Defendant and Cross Compl.t at Manilla by Don Francisco David and Vincente Conde at the price of Eighteen and a half @ Eighteen and three Quarter Teal p.r Pag.e This Deponent saith that the said Bernardo Pablo Did inform him this Deponent that he would close with the above terms And that if the said Orig.l Defendant and Cross Compl.t did object thereto on Account of 4 or 5 bales of Piece Goods the Property of the said Joseph Antonio that he the said Bernardo Pablo would protect against such Conduct for all Loss and Damage And further saith that Joseph Antonio did inform this Deponent that the said Orig.l Compl.t and Cross Defendant did about the date aforesaid Write a Separate letter to him Joseph Antonio the said Original Defendant

7th To the Seventh Interrogatory this Deponent saith that he did receive a letter addressed jointly to him Silvestre Roache And Joseph Antonio the Orig.l Defendant and Cross Complainant by the Grab Dolphin under date the Seventh day of July One Thousand Seven hundred and eighty eighty Directing the Sales of the whole of the Orig.l Complainant and Cross Defendants Property at Manilla consisting of One Hundred and Thirty two bales of Piece Goods and also the said Eighty One bales of Piece Goods consigned to the said Orig.l Defendant and Cross Compl.t and the said Bernardo Pablo as aforesaid and further saith that Joseph Antonio did inform this Deponent that the said Orig.l Compl.t and Cross Defendant did about the date aforesaid Write a Separate letter to him Joseph Antonio the said Original Defendant and Cross Compl.t respecting the said Eighty one bales of Piece Goods This Deponent saith that he did not consider or act as if he considered that the said joint letter did give him a power of interference in the said Eighty one bales of Piece Goods and further said that he did not in any manner interfere in the management of the Same or the Produce thereof This Deponent saith that after the receipt of the said joint letter Neither the Orig.l Defendant and Cross Compl.t or the said Bernardo Pablo did relinquish or give up to him this Deponent any right of interference or control in the management of the said Eighty One bales of Piece Goods or the Produce thereof in any respect and manner And more he saith not to this Seventh Interrogatory

To the eighth Interrogatory this Deponent saith he hath heard that the Orig.l Defendant and Cross Compl.t did at his departure from Manilla deposit and pay into the hands of the said Bernardo Pablo the Amount Sales of the said Eighty One bales of Piece Goods Amounting to above twenty thousand Dollars And further saith he believes that if the amount of the said Eighty One bales of piece Goods had been remitted to Madras it would have proved more to the Advantage and benefit of the said Orig.l Compl.t and Cross Defendant than to have been left at Manilla And more he said not to this Eighth Interrogatory

9th To the Ninth Interrogatory this Deponent saith he knows that the Orig.l Defendant and Cross Complainant did know and was informed by the said Orig.l Compl.t and Cross Defend.t that he had withdrawn his confidence in the said Bernardo Pablo and further saith that the same was before the payment of the said amount Sales of the said Eighty One bales of Piece Goods And more he saith not to this Ninth Interrogatory

10th

10th ——— To the Tenth Interrogatory this Deponent Saith, she doth know that there was a Brigantine at Manilla bound for China about One Month as this Deponent believes after the said Sale of the said Eighty One bales of Piece Goods — and further saith, about eight or Nine days after the departure of the said Joseph Antonio the Orig.l Defendant and Cross Complt.s from Manilla but doth not Recollect either the Name of the Brigantine, or that of the Commander there of but that the said Brigantine was under the Management of a Mons.r Tallor — And more she saith not to this Tenth Interrogatory

To the Last Interrogatory this Deponent Saith, that Joseph Antonio the Orig.l Defend.t & Cross Complt.s knew that the Edward Raphael the Orig.l Complt.s and Cross Defendant had lost all confidence & trust in the said Bernardo Pablo, and that he the Orig.l Defendant and Cross Complainant also knew, that there was some disagreement Subsisting between the Orig.l Complt.s & Cross Defend.t and the said Bernardo Pablo respecting some Accounts, therefore this Deponent is of Opinion that it was highly improper in the said Joseph Antonio the Original Defendant and Cross Complainant to have left the amount Sales of the said Eighty One bales of Piece Goods in the hands of the said Bernardo Pablo — And More she saith not to this Last Interrogatory —

Joseph Shaw
Ex.t

Interrogatories to be Administered to such Witnesses as shall be produced sworn and examined in a certain Cause now depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam Wherein Edward Raphael of Madras Armenian Merchant is the Original Complainant and Cross Defendant and Joseph Antonio also of Madras Armenian Merchant is the Original Defendant and Cross Complainant on the Part and Behalf of the Original Complainant and Cross Defendant —

To all the Witnesses
To Antonio De Souza
and
John De Frie

First — Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named or either and which of them do you declare? If You know any thing have You ever known them or either and which of them declare?

Second — Have You or have You not for many & how many Years been, and now are a Merchants and Traders at Madras? If Yea have You or not had Dealings and Concerns in Trade at Manilla and many other distant Parts of the East Indies to a large or any Amount? Are You or are You not thereby well acquainted with the Manner and custom in carrying on Trade & Commerce between the said Place of Manilla and other Places in the East Indies and this Place of Madras? If Yea declare what You know or do believe of the Custom of Merchants in such Trade and Commerce in Case of a Merchant at Madras consigning Goods to two or more Persons at Manilla, or elsewhere, who duly receive the same, And the Invoice thereof, and who have join[illegible] by Letter in the Bargains and Sales of such Goods, and have join[illegible] signed and Account Sales thereof and Marged the full Commission thereon — Whether according to Your Knowledge or Belief of such Custom, each Consignee or is not severally bound

bound to the Consignees for the full Amount of the Goods so consigned and disposed of in the Absence or Default of one or more of the joint Consignees declare.

Marcar Sator — Third — Were You or were You not acquainted with the above Named Joseph Antonio, if Yea, Do he or do he not understand the Spanish and Portuguese Languages.

Sarqui's and Jacob Patum Sator — Fourth — Did or did not the above named Edward Raphael propose to the above named Joseph Antonio Were You Present to leave the Matters which are now at Issue to the Determination of Merchants being mercantile Concerns with a View to save the Expences and Trouble of a Law Process — and Did or did not the said Joseph Antonio always evade such Proposal — Was or was not such Proposal Made by the Original Complainant and Cross Defendant before filing the Original Bill as well as in the Course of the Suit.

To all the Witnesses — Fifth — Do You know of any other Matter or thing touching the Matters in Question in this Cause which may tend to the Benefit or Advantage of the Original Complainant and Cross Defendt beside what You have been Already interrogated unto, if Yea Declare the same fully and at large as if You had been particularly interrogated thereunto

H.L. Dupuy
L. Popham
Attorneys for Orig.l Complt.t and Cross Defendt.

Mayor's Court at Madraspatnam } Between Edward Raphael of Madras Armenian Merchant is the Original Complainant and Cross Defendant and Joseph Antonio also of Madras Armenian Merchant is the Original Defendant and Cross Complainant On the Part of the Original Complainant and Cross Defendant

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

Antonio de Souza Esq.r Merchant of Madras Aged fifty four Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the eighteenth Day of January One thousand Seven hundred and Ninety Nine is Attorney for the Original Defendant and Cross Complainant who is to be first sworn a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as follows viz.t

1st to ..... To the first Interrogatory this Deponent saith that he doth know that the Original Complainant and Cross Defendant Edward Raphael in this Cause and that he is known unto him about twenty six Years and that he doth know the Original Defendant and Cross Complainant Joseph Antonio in this Cause and that he is so known unto him about fourteen Years And more he saith not to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he hath been engaged in Trade thirty four Years Two and twenty Years of which this Deponent hath been established at Madras And further saith that he hath had very considerable Dealings to Manilla and other distant parts of India This Deponent saith that he is thereby well Acquainted with the manner and customs in Carrying on Trade and Concerns between the said Place of Manilla and other Places

Places in the East Indies, and the places of Madras And further
saith that he knows the Customs of Merchants in such Trade and Com-
merce to be, that in the Case of a Merchant at Madras consigning
Goods to two or more Persons at Manilla, or Elsewhere who duly
receive the same, and the Invoices thereof; and who have jointly Acted
in the bargain and Sale of such Goods, and have jointly signed an
Account Sales thereof, and Charged the full Commission thereon
that According to this Deponent Knowledge and belief of such
Customs, each Consignee is severally bound to the Consignor for the full
Amount of the Goods so consigned and disposed of, in the absence
or Default of One or more of the joint Consignees And more he
saith not to this or to the last Interrogatory

Joseph Shawe Antonio de Souza [L.S.]

Mayors Court at Madraspatnam } Between Edward Raphael of Madras
Armenian Merchant is the Original Complainant
and Cross Defendant and Joseph Antonio alias of
Madras Armenian Merchant is the Original
Defendant and Cross Complainant.

On the Part of the Original Complainant
and Cross Defendant.

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

John De Fries Merchant of Madras Aged fifty Six Years or thereabouts
being Produced as a Witness in this Cause On the Part of the Original Complainant
and Cross Defendant was on the Sixteenth Day of January One Thousand Seven hundred
and Ninety One Sworn before the Office of Mr James Stewart Hall as his Attorney
for the Original Defendant and Cross Complainant by Caravalemy Servant who also
left him a Note of the Name Title and Place of abode of the said Deponent and afterwards
on the Same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, that he doth know the
Original Complainant and Cross Defendant Edward Raphael in
this Cause, and that he hath so known him upwards of thirty Years
And that he doth know the Original Defendant and Cross Com-
plainant Joseph Antonio in this Cause, and that he hath so known
him about ten Years And more he saith not to this first Interro-
gatory

2d To the Second Interrogatory this Deponent saith, that he hath
had Commercial Dealings from this Year 1781 at Madras And further
saith that he hath had Dealings and Concerns in Trade at Manilla,
And many other distant parts of the East Indies to a large amount
this Deponent saith this is thereby well acquainted with the
Manner and Customs in carrying on Trade and Commerce
between the said Places of Manilla and other Places in the East
Indies, and the Place of Madras And further saith that he
knows the Customs of Merchants in such Trade and Commerce is,
that in Case of a Merchant at Madras consigning Goods to two or
More Persons at Manilla or Elsewhere, who duly receives the same,
And the Invoices thereof, and who have jointly Acted in the
Bargain and Sale of such Goods, and have jointly signed an
Account Sales thereof, And charged the full Commission thereon
that According to this Deponents knowledge and belief the
Consignor may call upon the whole or any One of the Consignees for an
Account of the property And more he saith not to this or to the last
Interrogatory

John d Fries

Joseph Shawe
Exx

Mayor's Court at Madraspatnam } Between Edward Raybaid of Madras Armenian Merchant is the Original Complainant and Cross Defendant And Joseph Antonio also of Madras Armenian Merchant is the Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant.

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

Marcar Sator Armenian Merchant of Madras Aged fifty Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Complt and Cross Defendt was on the twenty Sixth day of January One thousand Seven hundred and Ninety One Signified at the Office of Mr James Stewart Hallowhich is Attorney for the Original Defendant and Cross Complainant by Case aforesaid Sworn and Interpreted Pursuant to a Rule of this Court a Note of the Name Title and Place of Abode of the said Deponent and Afterwards On the same Day being Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Edward Raybaid in this Cause and that he hath been known him about twenty Years And that he doth know the Original Defendant and Cross Complainant Joseph Antonio in this Cause and that he hath been known him about Thirteen Years And more he saith not to this first Interrogatory

To the third Interrogatory this Deponent Saith that he Was Acquainted with the above Named Joseph Antonio

And further saith that the said Joseph Antonio did understand the Spanish and Portuguese Languages And more he saith not to this third Interrogatory

To the Last Interrogatory this Deponent saith that said Joseph Antonio the Original Defendant and Cross Complainant told this Deponent that Mr Edward Raybaid the Original Complt and Cross Defendant had sent two Armenian Gentlemen to him to Propose that the business in question should be adjusted by Arbitration which Proposition was rejected by the said Joseph Antonio And more he saith not to this Last Interrogy

Joseph Shawe

Edr

Mayor's Court at Madraspatnam } Between Edward Raybaid of Madras Armenian Merchant is the Original Complainant and Cross Defendant and Joseph Antonio also of Madras Armenian Merchant is the Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant.

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

Sarquis Sator Armenian Merchant of Madras Aged forty four Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the Twenty Sixth Day of January One thousand Seven hundred and Ninety One Signified at the Office of Mr James

James Stewart Hall who is Attorney for the Original Defendant and Cross-Complainant by Casawabuny Luwan who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows.

1st ——— To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Edward Raphael in this Cause, and that he hath so known him about Twenty five Years — And that he doth know the Original Defendant and Cross Complainant Joseph Antonio in this Cause, and that he hath so known him about Thirteen Years — And more he saith not to this first Interrogatory.

4th ——— To the fourth Interrogatory this Deponent saith, that the above Named Edward Raphael did Propose to the above Named Joseph Antonio that his this Deponents means, to have the Matters in Variance at Issue to the Determination of Merchants being Mercantile Concerns, with a View to save the Expences and Trouble of a Law Suit — And further saith, that the said Joseph Antonio, did always make such Proposal this Deponent saith, that such Proposal was made by the Original Complainant and Cross Defendant before filing the Original Bill, as well as in the Causes of the Suit And more he saith not to this or to the last Interrogatory.

Joseph Stiruw
Exd.

Sarquies Satow

Mayor's Court at Madraspatnam

Between Edward Raphael of Madras Armenian Merchant is the Original Complainant and Cross Defendant and Joseph Antonio also of Madras Armenian Merchant is the Original Defendant and Cross Complainant On the Part of the Original Complainant and Cross Defendant.

Depositions of Witnesses to be sworn in this Cause by and before the Examiner in this Court as followeth.

Jacob Patum Armenian Merchant of Madras Aged Sixty two Years or there-abouts being Produced as a Witness in this Cause On the Part of the Original Complaignant and Cross Defendant was on the Twenty Sixth Day of January One Thousand Seven Hundred and Ninety One Liquisfied at the Office of Mr James Stewart Hall who is Attorney for the Original Defendant and Cross Complainant by Casawabuny Luwant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st ——— To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Edward Raphael in this Cause, and that he hath so known him about Thirty Years — And that he doth know the Original Defendant and Cross Complainant Joseph Antonio in this Cause, and that he hath so known him about ten Years — And more he saith not to this first Interrogatory.

4th ——— To the fourth Interrogatory this Deponent saith, that he was present at the House of Mr Edward Raphael at the time When the said Original Complt and Cross Defendant did desire Mr Sarquies Satow to propose to Joseph Antonio to leave the Matters

Matters Which are now at Issue to the determination of Her Majesty, being Mercantile Concerns with a View to save the Expenses and trouble of a Law Process And further saith, that he doth not know, if the said Joseph Antonio, did evade such Proposal. This Deponent saith, that he doth not know Whether such Proposal was made by the Original Complainant and Cross Defendant before filing the Original Bill, or if such Proposal was made in the course of the Suit And more he Saith not to this, or to the last Interrogatory.

Joseph Shaw Et[r]

J. Ed. Norris

Separate Interrogatories to be

Administered of John Simon Ulrilha a Witness to be produced Sworn and Examined in a certain Cause and Cross Cause now depending and at Issue in the Hon[ble] Mrs. Mayors Court at Madraspatnam Wherein Edward Raybaud is Original Complainant and Cross Defendant and Joseph Antonio is Original Defendant and Cross Complainant

On the Part and behalf of the Original Defendant and Cross Complainant

John Simon Ulrilha

1st Interrogatory — Do You or do You not know the parties Complainant and Defendants in the Title of these Interrogatories Named If Yea how long have You so known them or either and which of them Declare

2d Interrogatory — Did You or did You not receive from the Original Complainants in the Title of the above Causes named a power of Attorney Authorising You and others in the said Power of Attorney Named or how otherwise, to recover from Bernardo Pablo of Manilla or how otherwise, the Amount of certain and Sums and what other given or persons the Amount of certain and What Property in the Custody or Possession of the said Bernardo Pablo and belonging to the Original Complainant or how otherwise declare

3d Do — Did You or did You not of Yourself alone or jointly with others under the Authority given You by the Original Complainant in the Power of Attorney herein before Mentioned or how otherwise demand from the said Bernardo Pablo the Sum of Twenty four Thousand and Twenty Nine Dollars and Sixty five Decimals or some and what other Sums of Money on Account of Eighty one Bales of Piece Goods or on same and what other Account and had or had not Bernardo Pablo by the Original Complainant and what was the Amount Sales thereof the said Eighty one Bales of Piece Goods been consigned by the Original Complainant and what was the Amount Sales thereof Let set forth in what manner You demanded from the said Bernardo Pablo the Amount Sales of the said Eighty one Bales of Piece Goods, did You consider him as the Agent of the Original Complainant or how did You consider him Accountable to the Original Complt[s] for the Sum You demanded from him under and by Virtue of the said Power of Attorney did You or did You not receive from him either directly from himself or indirectly by Means of others the Sum of Twenty One Thousand Dollars or some and what other Sum of Money and how and in what manner did You obtain the same was it by amicable means or did You have recourse to Law if by Amicable Means set forth what they were, what were the Objections of the said Bernardo Pablo to pay the Sum You demanded from him by You if by coercive means what were the

Particulars

Particulars of the Process at Law and the decisions of the Court or other legal Authority.

4th Interrogatory Is it or is it not the Customs of Merchants where an Agent has an Account with his Principal, that he do deduct the Account of any Ballance due therein from any Monies that may come into his hands belonging to his Principal declare

5th Interrogatory What were the Instructions You received from the Original Complainant Relative to the Recovery of the Amount Sales of the said Eighty One Bales of Piece Goods.

6th Interrogatory Did You or did You not receive from the Original Complainant either from himself or through any means and what other Channel, Letter by him the Original Complainant received from the said Bernardo Pablo dated the twenty third twenty fourth or twenty fifth day of January One Thousand Seven hundred and Eighty Nine if Yea set forth the Contents or Purport of the said Letter as far as You can recollect the same and the reason why it was entrusted to You by the Original Complainant did or did it not contain a Particular Account of the said Eighty One Bales of Piece Goods and his the said Bernardo Pablo's intentions as to the disposal of the Amount thereof and did or did it not state that such Amount remained in the hands of him the said Bernardo Pablo and that he meant to remit it to China or how otherwise did or did not the said Letter make mention of One John Roach and how and in what manner and was it or was it not entrusted to Your Charge for the purpose of demanding from the said Bernardo Pablo the Amount Sales of the said Eighty One Bales of Piece Goods or for some and what other Purpose declared.

7th Interrogatory Did You or did You not receive from the Original Complt. a Letter that Accompanied the Account Sales of the said Eighty One Bales of Piece Goods brought by the Defendant from the said Bernardo Pablo and delivered to the Original Complainant some time in the Months of May One Thousand Seven Hundred and Eighty Nine and what were the Instructions given by the Original Complt. thereon What were the contents of such Letter and did You or did You not receive either from the Original Complainant himself or through some and what other Channel on this Account other Letters or Letter relative to the said Eighty One Bales of Piece Goods if Yea set forth the contents or Purport thereof with the reasons why such Letters or Letter were or was entrusted to You did they or did they not or either of them relate to and explain the Particular of the Account Sales of the said Eighty One Bales of Piece Goods and whether they or either of them did not mention the Intentions of the said Bernardo Pablo as to the disposal of the Amount thereof Whether the said Bernardo Pablo did or did not in the said Letter state that he intended to send the Amount of the said Eighty One Bales of Piece Goods to China or how otherwise set forth the same together with every other Particular in the said Letter contained to the best of your recollect the same.

8th Interrogatory Did You or did You not receive from the said Bernardo Pablo the full Sum of Twenty four Thousand One hundred and Twenty Nine Dollars and Eighty two decimals or cents and what other Sum the Amount of the said Eighty one Bales of Piece Goods or if not the Amount of the said Eighty one Bales of Piece Goods or if not set forth the Reason why You did not receive the full Amount was it or was it not because the said Bernardo Pablo set up an Account against the Original Complainant if Yea did the said Bernardo Pablo or did he not intend upon having the Amount of such his Account deducted therefrom what was the Amount of the Sum so required to be deducted; what was the nature of it and was it or was it not deducted Accordingly and by what means was such deduction made and what was the ballance then remaining to be paid to the Original Complainant did or did not such Ballance Amount to the Sum of Twenty One Thousand Dollars or

ans.

on Loan and in what other Sum it sets forth the Particular Period in
Which You received the same and the Particular Period and by
What conveyance You gave the Original Complainant Notice thereof
Was or was not such Notice given by Letter and did or did not
such Letter explain and How and in what manner Explains the
Matter in which You found the Amount Sales of the said Eighty
One Bales of Piece Goods Set forth the same and every Particular
thereof as You now recollect — On receiving the said Sum of Twenty
One Thousand Dollars from the said Bernardo Pablo did You
or did You not give him a Receipt for the same or what Voucher
did You give him as an indemnification for the same did he
or did he not furnish You with an Account Current setting forth
the Particulars thereof and How and in what manner there
remained thereon a Ballance of Twenty One Thousand Dollars
and no more due to the Original Complainant from the said
Bernardo Pablo was or was not the Amount Sales of the said
Eighty One Bales of piece Goods stated in such Account Current and
Was or was there not a Sum and what Sum of Money set off by
the said Bernardo Pablo as due to him by the said Original Com-
plainant Was it or was it not deducted from the Amount
Sales of the said Eighty One Bales of Piece Goods or how otherwise
did You or did You not bring an Account Current from the said
Bernardo Pablo with the Original Complainant and did You or
did You not deliver the same to the Original Complainant Set forth
the Particulars thereof And Whether the said Bernardo Pablo
has not fully Accounted with the Original Complainant for the
Amount Sales of the said Eighty One Bales of Piece Goods by the
Settlement made when You were last in manilla and if not why
not and what is the Ballance remaining and by whom is such
Ballance to be Paid to the Original Complainant if it is to be paid
by

by the said Bernardo Pablo or by the Original Defendant if by the Ori-
ginal Defendant why for what reason and on what Account should
he pay it —

Last Interrogatory — Do You know or have You heard or can You set forth
any other Matter cause or thing touching the Matters in question
in these Causes that may tend to the benefit and Advantage of
the Original Defendant and Cross Complainant in the Title of
these Interrogatories named — If Yea declare the same as You
know have heard or do believe together with the reasons for such
Your belief as fully as if You had been thereunto particularly
interrogated and the whole truth declare —

J Stuart Hall
Atty for Original Defendt & Cross Compt

Mayor's Court at Madraspatnam } Between Edward Rayhail Original
Complainant and Cross Defendant and Joseph
Antonio Original Defendant and Cross Compt
On the Part of the Original Defendant and
Cross Complainant —

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

John Simon Ubilla a Merchant of Madras Aged Thirty Years or thereabouts
being produced as Witness in this Cause on the Part of the Original Defendant and
Cross Complainant was on the Third Day of July One Thousand Seven Hundred and
Ninety Examined at the Office of Messrs Du Puy and Peyrhaim who are Attornies
for the Original Complainant and Cross Defendant by Caravahemy Servant who also
Interpreted at the Mode of this Name Title and Place of Abode of the said Deponent and
afterwards

afterwards on the same Day being Sworn and Examined Deponent was as follows viz

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Orig.l Complainant and Cross Defendant Edward Raphael in this Cause, said that he hath so known him about Six Years — and that he doth know the Original Defendant and Cross Complainant Joseph Antonio in this Cause, and that he hath so known him about Fourer five Years — And more he said he not to this Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith, that he did receive from the Original Complt in the Title of the above Cause named, a power of Attorney Authorising him and others in the said Power of Attorney named, to recover from Bernardo Pablo and Joseph Antonio of Manilla the Sum of Twenty four Thousand and Twenty Nine Dollars in the custody or possession of the said Bernardo Pablo, and belonging to the Original Complainant And more he said he not to this Second Interrogatory —

3d ..... To the Third Interrogatory this Deponent saith, that he did of himself alone under the Authority given him by the Orig.l Complainant in the Power of Attorney herein before mentioned, demand from the said Bernardo Pablo the Sum of Twenty four Thousand and Twenty Nine Dollars and Sixty five Decimals and Account of Eighty One Bales of Piece Goods — and further saith, that the said Eighty One bales of Piece Goods were consigned to the said Bernardo Pablo and Joseph Antonio by the Original Complt, this Deponent saith, that the Amount Sales of the said Eighty One bales amounted to Twenty four Thousand & Twenty Nine Dollars — And further saith, that he did not consider Bernardo Pablo as Agent of the Orig.l Complt — but that he this Deponent, considered him Accountable to the Orig.l Complt for the Sum he demanded from the said Bernardo Pablo, under and by Virtue of the said Power Attorney. This Deponent saith, that he did receive from Bernardo Pablo himself, the Sum of Twenty One Thousand Dollars — And further saith, that he obtained the same by the Means of Law. This Deponent saith, that the Objections of the said Bernardo Pablo arose from other Accounts concerning the said Orig.l Complainant & Cross Defendant — And further saith, that the decision of the Tribunal at Manilla was, that Bernardo Pablo should discharge the whole Amount of the said Sum of Twenty four Thousand and Twenty Nine Dollars, Twenty one Thousand Dollars of which, this Deponent Actually Received — And being under the Necessity of Visiting Madras, the said suit was left for further prosecution — And more he said to this third Interrogatory —

4th ..... To the fourth Interrogatory this Deponent doth not know if it is the custom of Merchants to whom an Agent has an Account with his Principal, that he do deduct the Amount of any balance due thereon from any Monies that may come into his hands belonging to his principal — And more he said he not to this fourth Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that the Instructions he received from the Original Complt was to recover the Amount of Sales of the said Eighty One Bales of Piece Goods from Bernardo Pablo and Joseph Antonio — Amounting to Twenty four Thousand and Twenty Nine Dollars — And more he said he not to this fifth Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith, that he hath received several Letters from the Orig.l Complt — but doth not recollect whether the Letter mentioned in this Interrogatory from the said Bernardo Pablo to the Orig.l Complt under date the Twenty third

third, twenty fourth or twenty fifth day of January One Thousand Seven hundred and eighty Nine, was delivered to him. And further saith, that he doth not know if the Letter above alluded to, did Contain a particular Account of the said Eighty one Bales of Piece Goods, and like the said Bernardo Pablo's intentions as to the disposal of the Amount thereof. This Deponent saith, that he doth not recollect if the Letter above mentioned, did state that such Amount remained in the hands of him the said Bernardo Pablo, and that he meant to remit it to China but remembers that mention was made in some of the Letters delivered to this Deponent by the Origl Complts of an intention of making remittance to China. This Deponent saith, that he doth not recollect that the Name of Isham Reach was mentioned in the Letter of the twenty third, twenty fourth or twenty fifth [illegible] Seven hundred and eighty Nine but that the Name of the said Isham Reach, was inserted in the Letter of Attorney from the Original Complt to this Deponent regarding some other Concerns and further and further saith, that he doth not recollect if the said Letter Mentioned in the Bills of these Interrogatories was entrusted to his Charge for the Purpose of demanding from the said Bernardo Pablo the Amount Sales of the said Eighty One Bales of piece Goods but this Deponent saith that he demanded the amount Sales of the said Eighty one Bales of piece Goods under and by Virtue of the Power of Attorney of the said Origl Complainant. And more he saith not to this Sixth Interrogatory.

4th
7th ---------- To the Seventh Interrogatory this Deponent saith, that he hath received Several Letters from the Origl Complt together with the Account Sales of the said Eighty one bales of piece Goods but doth not know, whether the Account Sales was brought by the Defendt from the said Bernardo Pablo and delivered to the said Original

Complainant sometime in the Months of May One Thousand Seven hundred and eighty Nine. And further saith, that the Instructions given by the Origl Complt therein, was to recover the Amount of the said Eighty One Bales of Piece Goods from the said Bernardo Pablo and Joseph Antonio. This Deponent saith, that he hath received Letters from the Origl Complt but cannot take upon himself to describe the contents of the Letter mentioned in the Bills of those Interrogatories. And further saith, that he doth not recollect to have received any other Letter or Letters, than those mentioned in the foregoing Denial. This Deponent saith that he doth not recollect if any of the said Letters did relate to & explain the particular of the Account Sales of the said Eighty One Bales of Piece Goods and further saith, that he doth not remember if the said Letters did mention the Intentions of the said Bernardo Pablo as to the disposal of the Amount thereof. This Deponent saith, that he doth not recollect if the said Letter or Letters did relate to & explain the said Bernardo Pablo's intentions of the said Bernardo Pablo did intend to remit the Amount of the said Eighty one Bales of Piece Goods to China And more he said not to this Seventh Interrogatory

8th ---------- To the eighth Interrogatory this Deponent saith, that he received only from the said Bernardo Pablo the Sum of Twenty One Thousand Dollars in part of the Amount Sales of the said Eighty One Bales of Piece Goods. And further saith that the said Bernardo Pablo refused to pay the whole Amount, because he the said Bernardo Pablo, set up an Account against the Origl Complainant. This Deponent saith, that the said Bernardo Pablo did insist upon having the Amount of such his Account deducted from such which this Deponent says, was a Mere pretext of the said Bernardo Pablo. And further saith, that the Amount of the Sum required to be deducted was three thousand and twenty Nine

Nine Dollars. This Deponent Saith, that the said Sum of three thousand and Twenty Nine Dollars was retained by the said Bernardo Pablo. And further Saith, that such deduction was made, the not admitted of, through the Chicanery of the said Bernardo Pablo. This Deponent Saith, that the Balance remaining to be paid the Orig.l Compl.t was the Sum of Twenty One Thousand Dollars. And further Saith, that he, this Deponent received the said Sum on the latter end of February of this present Year. This Deponent Saith, that he did personally acquaint the Orig.l Compl.t thereof on his arrival from Manilla. This Deponent Saith, that on receiving the said Sum of Twenty one Thousand Dollars from the said Bernardo Pablo, that he, this Deponent gave him a Receipt for the same but not as an indemnification for the same. And further Saith, that the said Bernardo Pablo did not furnish him with an Account Current. This Deponent Saith, that the Sum of three thousand and Twenty Nine Dollars, as already mentioned, was retained by the said Bernardo Pablo as due to him by the said Original Compl.t And further Saith, that the said Sum of three thousand & Twenty Nine Dollars as specified in the eighth Interrogatory was retained from the Amount Sales of the said Eighty One Bales of Piece Goods. This Deponent Saith, that he did not bring an Account Current from said Bernardo Pablo with the Orig.l Compl.t This Deponent saith, that the said Bernardo Pablo has not fully accounted with the Orig.l Compl.t from the amount Sales of the said Eighty One Bales of piece of Goods by the last Settlement Made when he, this Deponent was last at Manilla. And further Saith, that the reason why by the said Bernardo Pablo did not finally Settle with the said Orig.l Compl.t was in consequence of his, the said Bernardo Pablos fencing & Chicanery. This Deponent Saith, that the Balance remaining Amounts to Dollars Twenty Thousand & Twenty Nine. And further Saith that the following Queries and Interrogatories were put to him by the said Orig.l Compl.t and Answered by him as follows

"to such balance to be paid to the Orig.l Complainant, or to be
"be paid by the said Bernardo Pablo or by the Orig.l Defendant
"or by the Orig.l Defend.t why, for what reason, and on what Account,
"should he pay it?— being a Matter of Opinion, this Deponent
declines Answering the same. And More he saith not to
this or to the last Interrogatory.

John de Orilla

Joseph Shawe
Esq.r

Separate Interrogatories to be Administered to John Simon Orilla a Witness to be Produced Sworn and Examined on a certain Cause and Cross Cause now depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam Wherein Edward Raybaud is Original Complainant and Cross Defendant and Joseph Antonio is Original Defendant and Cross Complainant on the part and behalf of the Original Defendant and Cross Complainant

John Simon Orilla
1.st Interrogatory

Do You or do You not know the Parties Complainants and Defendants in the Title of these Interrogatories Named? If yes how long have You been known them or either and which of them Declare

2.d Do.

Did You or Did You not receive from the Original Complainant in the Title of the above Causes named a power of Attorney Authorizing You and others in the said Power of Attorney named or how otherwise, to receive from Bernardo Pablo of Manilla or Luzon and what other Person or Persons the Amount of certain and what Property in the Custody or Possession of the said Bernardo Pablo and belonging to the Original Complainant or how otherwise Declare

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3d Ditto — Did You or did You not of Yourself alone or Jointly with the Other under the authority given You by the Original Complainant in the Power of Attorney hereinbefore mentioned or how otherwise demand from the said Bernardo Pablo the Sum of Twenty four Thousand and twenty Nine Dollars and Sixty five decimals or some and what other Sum of Money on Account of Eighty One Bales of Piece Goods or on some and what other Account and Order had not the said Eighty One Bales of Piece Goods been consigned to the said Bernardo Pablo by the Original Complainant, if not to whom had the said Eighty One Bales of Piece Goods been consigned by the Original Complts and what was the Amount Sales thereof set forth in what manner You demanded from the said Bernardo Pablo the Amount Sales of the said Eighty One Bales of Piece Goods, did You consider him as the Agent of the Original Complainant or how did You consider him Accountable to the Original Complainant for the Sum You demanded from him under and by Virtue of the said Power of Attorney — did You or did You not receive from him either directly from himself or indirectly through others the Sum of Twenty One Thousand Dollars or some and what other Sum of money and how and in what manner did You obtain the same was it by amicable means or did You have recourse to Law if by Amicable Means set forth what they were what Were the objections of the said Bernardo Pablo to pay the Sum demanded from him by You if by coercive means what were the particulars of this Process at Law and the decision of the Court or other legal Authority

4th Interrogatory — Is it or is it not the Customs of Merchants when an Agent has an Account with his Principal that he do deduct the Account of any Ballance due thereon from any Monies that may come into his hands belonging to his Principal Declare

5th Interrogatory — What were the Instructions You received from the Original Complainant relative to the Recovery of the Amount Sales of the said Eighty One Bales of Piece Goods

6th

6th Interrogatory — Did You or did You not receive from the Original Complt either from himself or through some and what other Channel a Letter by him the Original Complainant received from the said Bernardo Pablo dated the twenty third or twenty fourth or twenty fifth day of June One Thousand Seven Hundred and Eighty Nine of Year set forth the Contents or Purport of the said Letter as far as You can recollect the same and the reason why it was entrusted to You by the Original Complainant did it or did it not contain a particular Account of the said Eighty One Bales of Piece Goods and this the said Bernardo Pablo in the hands of him the said Bernardo Pablo and that the remainder to remit it to China or how otherwise did or did not the said Letter make Mention of one John Roach and how and in what manner and was it or was it not entrusted to Your Care for the Purpose of demanding from the said Bernardo Pablo the Amount Sales of the said Eighty One Bales of Piece Goods or for some and what other Purpose declare

7th Interrogatory — Did You or did You not receive from the Original Complainant a Letter that Accompanied the Account Sales of the said Eighty One Bales of Piece Goods brought by the defendant from the said Bernardo Pablo and delivered to the Original Complainant some time in the Month of May one Thousand Seven hundred and Eighty Nine and What were the Instructions given by the Original Complt thereon what were the contents of such Letter and did You or did You not receive either from the Original Complt himself or through some and what other Channel on this Account other Letters or Letter relative to the said Eighty One Bales of Piece Goods if Year set forth the contents or Purport thereof with the Reasons why such Letter or Letter were or was entrusted to You did they or did they not or either of them relate to and explain the Particular of the Amount Sales of the said Eighty One Bales of Piece Goods and whether they or either of them did not mention the Intentions of the said Bernardo Pablo as to the disposal of the Amount thereof whether the said Bernardo Pablo did

did or did not in the said Letter state that he intended to send the Amount of the said Eighty One Bales of Piece Goods to China or how otherwise set forth the same together with every other Particular in the said Letter contained as far as You recollect the same

2d Interrogatory Did You or did You not receive from the said Bernardo Pablo the full Sum of Twenty four Thousand One hundred and Twenty Nine Dollars and Eighty two decimals or some And what other Sum the Amount of the said Eighty One Bales of Piece Goods or if not set forth the Reason why You did not receive the full Amount was it or was it not because the said Bernardo Pablo set up an Account against the Original Complts of Yea did the said Bernardo Pablo or did he not insist upon having the Amount of such his Account deducted therefrom what was the Amount of the Sum so required to be deducted; what was the nature of it and was it or was it not deducted Accordingly and by what means was such deduction made and what was the ballance then remaining to be paid to the Original Complts did or did not such Ballance amount to the Sum of Twenty One Thousand Dollars or some sum and what other sum set forth the particular Period in which You received the same and the particular Period and by what Conveyance You gave the Original Complainant Notice thereof Was or was not such Notice given by Letter and did or did not such Letter explain and how and in what Manner Explain the State in which You found the Amount Sales of the said Eighty One Bales of Piece Goods set forth the same and every particular thereof as Your now recollect Our receiving the said Sum of Twenty One Thousand Dollars from the said Bernardo Pablo did You or did You not give him a receipt for the or what Voucher did You give him as an indemnification for the same did he or did he not furnish You with such Account Current set forth the particulars thereof and how and in what manner there remained thereon a Ballance of Twenty One Thousand Dollars and no more due to the Original Complts from the said Bernardo Pablo Was or was not the Amount Sales of the said Eighty One Bales of Piece Goods stated in such Account Current and was or Was there not a sum and what Sum of Money or Bills by the said Bernardo Pablo as due to him by the said Original Complts Was it or was it not deducted from the Amount Sales of the said Eighty One Bales of Piece Goods or how otherwise did You or did You not bring an Account Current from the said Bernardo Pablo with the Original Complts and did You or did You not deliver the same to the Original Complts set forth the particulars thereof and whether the said Bernardo Pablo has not fully Accounted with the Original Complts for the Amount Sales of the said said Eighty One Bales of Piece Goods by the Settlement made when You were last in Manilla and if not why not and what is the Ballance remaining and by whom is such Ballance to be paid to the Original Complts is it to be paid by the said Bernardo Pablo or by the Original Defendant if by the Original Defendant why for what reason and on what Account should he pay it

Last Interrogatory Do You know or have You heard or can You set forth any other matter cause or thing touching the Matters in Question in these Causes that may tend to the benefit and advantage of the Original Defendant and Cross Complainant or to the Prejudice of these Interrogatories named or any of them and You know have heard or do believe Together with the reasons for such Your belief as fully as if You had been thereunto particularly interrogated and therewith duly Declare

R Stuart Hall
Sol.r for Original Defend.t & Cross Compl.t

Mayor's Court at Madraspatnam

Between Edward Raphael Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

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

John Simon Ubrilla a Merchant of Madras Aged Thirty Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the Third Day of July One thousand Seven hundred and Ninety Sworn & Examined at the Office of Messrs. Dick Pigou and Popham who are Attorneys for the Original Complainant and Cross Defendant by Casavah my Servant who also Interpreted a Notes of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deponeth as follow viz.t

1st To the first Interrogatory this Deponent saith, that he doth the know the Orig.l Complainant and Cross Defendant Edward Raphael in this Cause, and that he shall So known him about Six Years—and that he doth know the Orig.l Defendant and Cross Compl.ts Joseph Antonio in this Cause, and that he shall so known him about four or five Years— And more he saith not to this first Interrogatory.

2d To the Second Interrogatory this Deponent saith, that he did Receive from the Orig.l Compl.ts and the Title of the above Commanded, a Power of Attorney Authorizing him and others in the said Power of Attorney Named, to recover from Bernardo Pablo and Joseph Antonio of Manil la the Sum of Twenty four thousand and twenty Nine Dollars in the Custody or possession of the said Bernardo Pablo, and belonging to the Orig.l Compl.ts— And more he saith not to this Second Interrogatory

3d To the Third Interrogatory this Deponent saith, that he did of himself in the Power of Attorney herein before mentioned, demand from the said Bernardo Pablo the Sum of Twenty four thousand and twenty Nine Dollars, & Sixty five Decimals on Account of Eighty two Bales of Piece Goods And further saith, that the said Eighty one Bales of Piece Goods were consigned to the said Bernardo Pablo and Joseph Antonio by the Orig.l Compl.ts This Deponent saith, that the Amount Sales of the said Eighty one bales amounted to Twenty four thousand and twenty Nine Dollars And further saith, that he did not consider Bernardo Pablo as Agent of the Orig.l Compl.ts but that he, this Deponent, considered him Accountable to the Orig.l Compl.ts for the Sum he demanded from the said Bernardo Pablo, under and by Virtue of the said Power Attorney. This Deponent saith, that he did receive from Bernardo Pablo himself, the Sum of Twenty One thousand Dollars And further saith, that he obtained the same by the Means of Law. This Deponent saith, that the Objections of the said Bernardo Pablo were Overruled, & Compromitted with the said Orig.l Complainant & Cross Defendant And further saith, that the decision of the Tribunal at Manilla was, that Bernardo Pablo should discharge the whole Amount of the said Sum of Twenty four thousand & twenty Nine Dollars Twenty One thousand Dollars of which, this Deponent Actually Received And being under the necessity of Visiting Madras the Residue was left for further payment— And more he saith not to this third Interrogatory

4th To the fourth Interrogatory this Deponent doth not know if it is the custom of Merchants to when and Agent has an Account with his Principal, that he do deduct the Amount of any balance due thereon, from any Monies that may come into his hands belonging to his Principal— And more he saith not to this fourth Interrogatory.

5th

5th ——— To the fifth Interrogatory this Deponent saith, that the Instructions he received from the Original Complainant was to recover the Amount of Sales of the said Eighty One Bales of Piece Goods from Bernardo Pablo and Joseph Antonio — Amounting to Twenty four Thousand and Twenty Nine Dollars — And more he said he knew to this fifth Interrogatory.

6th ——— To the Sixth Interrogatory this Deponent saith, that he hath received several Letters from the Origl Complts but doth not recollect whether the Letter mentioned in the Interrogatory from the said Bernardo Pablo to the Origl Complts under date the twenty third, Twenty fourth, or twenty fifth day of January One Thousand Seven hundred and eighty Nine, was delivered to him — And further saith, that he doth not know if the Letter above alluded to, did contain a Particular Account of the said Eighty one Bales of piece Goods, and more to the disposal of the Amount thereof. This Deponent saith, that he doth not recollect if the Letter above mentioned, did state that such Amount remained in the Hands of him the said Bernardo Pablo & that he meant to remit it to China — but remembers that mention was Made in some of the Letters delivered to this Deponent by the Origl Complts of an intention of making remittance to China — This Deponent saith, that he doth not recollect that the Name of John Roach was mentioned in the Letter of the twenty third, twenty fourth, or twenty fifth January One Thousand Seven hundred and Eighty Nine but that the Name of the said John Roach was inserted in the Letter of Attorney from the Origl Complts to this Deponent regarding some other Concern — And further saith, that he doth not recollect if the said Letter mentioned in the Title of this Interrogatories was entrusted to his charge for the purpose of demanding from the said Bernardo Pablo the Amount Sales of the said Eighty One Bales of piece Goods — but this Deponent saith that he demanded the Amount Sales of the said Eighty One Bales of Piece Goods under and by Virtue of the power of Attorney of the said Original Complainant — And more he said he knew to this sixth Interrogatory.

7th ——— To the Seventh Interrogatory this Deponent saith, that he hath received Several Letters from the Origl Complts together with the Account Sales of the said Eighty One bales of Piece Goods — but doth not know whether the Acct Sales was brought by the Defendant from the said Bernardo Pablo and delivered to the Origl Complts some time in the Month of May One Thousand Seven hundred and eighty Nine — And further saith, that the Instructions given by the Origl Complts thereon, was to recover the Amount of the said Eighty One Bales of Piece Goods from the said Bernardo Pablo and Joseph Antonio. This Deponent saith, that he hath received Letters from the Origl Complts — but cannot take upon himself to describe the Contents of the Letter mentioned in the Title of this Interrogatories And further saith, that he doth not recollect to have received any other Letter or Letters, than those mentioned in the foregoing Queries. This Deponent saith, that he doth not recollect if any of the said Letters did relate to and explain the Particular of the Amount Sales of the said Eighty One Bales of Piece of Goods — And further saith, that he doth not remember if the said Letters did mention the Intentions of the said Bernardo Pablo as to the disposal of the amount thereof. This Deponent saith, that he doth not recollect if the said Letter or Letters did state that he the said Bernardo Pablo did intend to send the Amount of the said Eighty One Bales of Piece Goods to China — And more he said he knew to this Seventh Interrogatory

8th ——— To the eighth Interrogatory this Deponent saith, that he received only from the said Bernardo Pablo the sum of Twenty one Thousand Dollars in part of the Amount Sales of the said Eighty One Bales of Piece of Goods — And further saith, that the said Bernardo Pablo refused to pay the whole Amount, because he, the said Bernardo Pablo set up

an Account against the Orig.l Complt.t This Deponent Saith, that the said Bernardo Pablo did insist to you having the Amount of such his Debt Reducted therefrom — Which This Deponent says was Memboticed of the said Bernardo Pablo — And further saith, that the amount of the Sum so required to be deducted was three Thousand and Twenty Nine Dollars. This Deponent Saith, that the said Sum of three Thousand and Twenty Nine Dollars was retained by the said Bernardo Pablo — And further saith, that such deduction was made this not Admitted of through the Chicanery of the said Bernardo Pablo — This Deponent Saith, that the balance remaining to be paid the Orig.l Complt.t was the Sum of Twenty One Thousand Dollars — And further saith, that he, this Deponent received the said Sum on the Latter end of February of this Present Year. This Deponent Saith, that he did personally Acquaint the Orig.l Complt.t thereof on his Arrival from Manilla. This Deponent saith, that on receiving the said Sum of Twenty One Thousand Dollars from the said Bernardo Pablo, that he, this Depon.t gave him a Receipt for the Same but not as an indemnification for the same; and further saith, that the said Bernardo Pablo did not furnish him with his Account Current. This Deponent saith, that the Sum of three Thousand and Twenty Nine Dollars, as already Mentioned, was retained by the said Bernardo Pablo as due to him by the said Orig.l Complt.t — And further saith, that the said Sum of three Thousand and Twenty Nine Dollars as specified in the eighty Interrogatory was retained from the amount Sales of the said Eighty One Bales of Piece Goods. This Deponent Saith, that he did not bring an Account Current from said Bernardo Pablo with him Original Complainant This Deponent saith, that the said Bernardo Pablo has not fully Accounted with the Original Complainant for the amount Sales of the said Eighty One Bales of Piece Goods by the Settlement made when he, this Deponent was last at Manilla. And further saith, that the reason why the said Bernardo Pablo did not finally settle

With the said Original Complainant was in consequence of his, the said Bernardo Pablo's finesse and Chicanery. This Deponent Saith, that the Balance remaining amounts to Dollars three Thousand and Twenty Nine — And further saith, that the following Invoices And by whom such Balance to be Paid to the Orig.l Complainant viz it to be Paid by the said Bernardo Pablo or by the Original Defendant if by the Original Defendant, why for what reason, and on what Account, should he pay it — being a Matter of Opinion. This Deponent declines Answering the Same — And more he said Not to this or to the last Interrogatory.

John de Villa

Joseph Shawe
Exr

Cross Interrogatories to be Administered to Marcar Sater a Witness that shall be Produced Sworn and Examined on certain Cause and Cross Cause now depending and at Issue in the Hon.ble the Mayors Court at Madraspatnam wherein Edward Raphael is Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant

On the part and behalf of the Original Defendant and Cross Complainant.

1st Interrogatory — Do You or do You not know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the Title of these Interrogatories Named & Described & if Yea how long have You known them or either and which of them —

2d

2d ..... Were You or were You not residing in the Island of Manilla at the
time in the Year of Our Lord One Thousand Seven hundred and Eighty
Eight if Yea did You or did You not receive at or about and what Parti-
cular time in the Year aforesaid a Letter under date the Seventh day
of July in the Year aforesaid or under some and what other date by
the Original Complainant and Cross Defendant above named Addres-
sed to You jointly with certain other persons and whom by name
or was or was not such Letter shewn or Read and explained to You
Look at the paper writing now Produced and shewn to You at
this the time of Your Examination Marked with the Letter
B and Say whether the same is or is not a Copy thereof and if
Not in what parts do the same differ from the Original and
how and in what manner Declare

3d ..... Did You or did You not during Your residence at Manilla
at the Time aforesaid or at or about and what other time receive a
Letter from the Original Complainant and Cross Defendant in the
Title of these Interrogatories named under date the Twelfth day
of July Addressed to You jointly with certain other persons therein
Named and who by name and if so is not or was or was not the
said Letter in Your Custody and Possession, look at the
Exhibit Marked Y. Now Produced and explained to You at
this the time of Your Examination and say whether the same
is or is Not a true translation thereof or does it or does it not
Contain the purport thereof or how and in what manner does
the same differ in Substance from the Original Was or was not
such translation made from the Original with Your Permission
or how otherwise Declare

4th ..... Do You or do You not know that the Original Complainant and
Cross Defendant in the Title of these Interrogatories named did some
time in the Year One Thousand Seven hundred and Eighty Seven send
to Manilla Eighty One Bales of Piece Goods And if so were You or were
You

You not during Your Residence at Manilla as aforesaid Directed by the
Original Complainant and Cross Defendant to Interfere therein either in
the Sale thereof or in the Disposal of the Amount Sales thereof and what
Were the particular Instructions You received from the Original Complai-
nant and Cross Defendant Regarding the said Eighty One Bales of Piece
Goods either in Your own Names separately or Jointly with others

Last Interrogatory Do You know of any other matter or thing or have
You heard or can You set forth any thing touching the Matters in
Question in the above Cause and Cross Cause that may tend to the
Benefit and Advantage of the above named Original Defendant
and Cross Complainant and in the Title of these Interrogatories
Named If Yea Declare the same as You know have heard or do
believe together with the Reasons of Your belief as fully and Effec-
tually as if You had been thereunto particularly Interrogated

Stuart Hall
Jn.a Hamilton
Attys for Orig.l Defend.ts and Cross Compl.ts

Soubores Bernardo Pablo, Juaõ Rocha & Marcar Sateur Joseph
& Antonio

Manilla

Por o Barco S.r Antonio Ao 30 de Junho Passado,
tenho escrito A.M.ce Como Veraõ Vor a Duplicata junta e esta
Acharaõ A.M.ce Por o Barco Dolphim Capitaõ Edw.d Barbier de
Pudichery brevemente e q. por esta se diz q. Tudo a os mais fazendas
tanto como a factura de 132 fardos como as de 81 que se Venderaõ o
Melhor q. Poder no tempo permitido Vocês Maõ deixo de q. Guardar
Mas, e Vsins daraõ fim Seja ganho o Perca, observando q. Comissaõ da
Probidade seja Resto que Tenho de A.M.ce que naõ declaraõ de

Procurar

Procurar a Nossa Inteira e Melhor Sucesso da Viandagem Espero
a Deos N.S. Emfim q. Salgamos Em Seguiço e despois de ter Vendido
as duas Ditas fazendas e Pedido ca Venda dellas o Semanal
Cinquenta Mil $ 50,000 Patacas Mandarão a Chinaa em Cantão
Consignados aos Srs Juan Roche e Pegus Rafael e a fim q. Dº
Roche Prosiguisse a China Como Dantes e Ordenarão as
Minhas Instrucções em carta Particular e dando Conta q. Dº
Roche Não Vaa a China entonces Mandem Sem mais tempo trinta Mil
$ 30,000 Patacas aos Srs Lance & Fitzhenghs em Cantão dando
Ordem q. Recebão e Empreguem do q. Custou Escrevido Acerca Também
Adviertem q. Sua Melhor q. aprestada Seja Embarcado em Barcos
q. Vão a dextura em Cantão, q. em o Macao Pozo Não faltara Barcos
para China e os demais Trata q. ouver Mandarão a certa Costa em da
Barco Dolphim Por Conocimento P.a q. Seja Entregue a Mim e Meus
falta a S.to Miguel Sesmos e assim sacrificando ficarei Obrigado,
e dando q. o dito Barco Dolphim Não Ver a certa Costa e Mandar
otra em seu lugar que Menha em dextura a Costa, Em certa Conta q. em
tuda Meus Interes em China Como Dº Roche e a sua falta Nos dittos
Lance & Fitzhenghs gozem Em Espero q. o Dolphim Seu falta Vem
a Costa Assim me tem Asegurado o Sr Coulan Em certa ocazião
escreo a Sr D. Diogo Garcia Herrera Rogando e Pedindo q. Tome a
Tomar Mim e Negocio na Premeira Não Mão, e Assim Succeder q.
Não tenão abandado de Me Remetter, e Dº Roche e Marcar Siguirão
em Tudo as determinação do dito Sr Herrera Como Dº Vindo
a Cingapatão Pedirão a Sorte de Companhia Sem Delegencia despois
Achar algum Sorte e Tornar Vir se Assim Succeder Tudo q. Em
Resolva otra Cazaa em Mim determinação q. Por o dito Sem Embarcador

a mim Vontade.

Deus Gde a Me Annos
De Mm
Seu Attento Venerador

Madrasta
7 Julho de 1788

To Messrs Bernardo, Pablo, John, Roche, Marcar, Saturnino
and Joseph Antonio
Manilla

Shave Written You on the 30th June last by the
Sloop St Antonio as Duplicate herein inclosed, this You
Will Receive by the Sloop Dolphin Captain Edwards who will Shortly
Sail from Pondicherry, Hope You have Sold all my Goods before
Procuring for our Interest and the better Success in the Sale Trusting
Goods be Saved from Prejudice after You have sold the before said
Two Invoices cost of the Produce and the Sale there of You will
Consigned to Messrs Solus Roche and Pegus Rafael and Mr Roche
Will Proceed to China with the Money, where he will Receive my
Instructions on this Particular, if in case Mr Roche do not go
to China, then You will Send only Thirty Thousand $ 30,000 Dollars to
Messrs Lance and Fitzhughs in Canton Ordering them to receive
and Comply According to what I may Write from hence, also Advise
You that it Will be necessary Prepare that the Silver be Landed and Board
me by Sea as many go directly to Canton, thanto Macao I do not
Believe that there will be Ships Wanted this Year, because there
Are there only that gone from Bengal to Manilla and from
thence

thence to China — the Remaining Silver You will send to this Coast by the Ships Dolphin or Belle to be delivered to our order in my absence to Mr. Miguel Joannes if You should execute it, I shall be obliged. And in case the said Ships Dolphin does not come to this Coast, and there are no other in her stead that comes Directly to the Coast in this case, let all my Interest go to China with Mr. Roche in his absence to the before said Gentlemen Lance and Fitzhugh, but I expect that the Dolphin will without fail return to the Coast, because I have been Assured so by Mr. Coulon.

By this Occasion I have Written to Mr. Diego Gracia Herrares begging and Praying that he will again Receipt of my Concerns in his hands — if it should so happen, You will have the Goodness to Remit it to him — and Mr. Roche and Marcar will follow According to the Determination of Mr. Herrares — As Mr. Wills Arrived Here late he has lost the Company's Freight but is doing his best to Procure some Freight and Return back, if it should happen so, I may resolve other things in my Determination of which I shall let You know — in the Interim this will Serve in all as I have instructed According to my Pleasure — God save You for Many Years —

Madras
7th July 1783

I am
Your Sure & Affectionate
Venerator

translated as near as Can be by
Wm Leiwcock
Port. Interp.

This Exhibit Marked **B** was shewn to Marcar Salter at the time of his Examination before me on the Part of the Original Defendant and Cross Complainant in a certain Cause now depending in the Hon^ble the Mayor's Court at Madras patnam wherein the said Edward Raphael is the Original Complainant and Cross Defendant and Joseph Antonio is the Original Defendant and Cross Complainant was on the 25th Day of February Anno Domini 1784

Joseph. Sharne
Ex^r

Mayor's Court at Madrasspatnam. } Between Edward Raphael the Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant.

On the Part of the Original Defendant and Cross Complainant.

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follow with —

Marcar Salter an Armenian Merchant of Madras Aged forty eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complt. was on the Twenty fifth Day of February One Thousand Seven hundred and Ninety One Sign'd at the Office of Messrs Dick Pay and Popham who are Attorneys for this Orig^l Complt. and Cross Defend^t by Edward Sargent who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follow with —

To the first Interrogatory this Deponent saith that he doth know the Original Complt. & Cross Defendant Edward Raphael in

in this Cause, and that she hath also known him about thirty Years And that she doth know the Original Defendant & Cross Complainant Joseph Antonio in this Cause, and that she hath so known him about thirteen Years And more she saith not to this first Interrogatory

c
2nd To the Second Interrogatory this Deponent saith, that he was residing at Manilla, the Capital of the Island of Lucania the Chief of the Philippine Islands in the Year of our Lord One Thousand Seven hundred and eighty eight And further saith, that he did receive two letters from the Orig.l Complt & Cross Defendant the One dated the Seventh July One Thousand Seven hundred & eighty eight in the Portuguese Language jointly addressed to Bernardo Paulo, & John Roach, the Deponent and Joseph Antonio the other in the Armenian Language, under date the Twelfth July One Thousand Seven hundred and eighty eight also jointly Addressed To this Deponent, Joseph Antonio and John Roach. This Deponent saith, that such letter in the Portuguese Language under date the Seventh July One Thousand Seven hundred and eighty eight, was shewn, read and explained to him And further saith, that he hath looked at the paper writing Now Produced and shewn to him at this the time of his examination Marked with the Letter B. And to the best of this Deponents belief, the same is a Copy thereof having been previously read and Explained to this Deponent by Mr Lewcock, the Court Interpreter And more he saith not to this Second Interrogatory

d
3rd To the Third Interrogatory this Deponent saith, that the letter under date the twelfth day of July One Thousand Seven hundred and eighty eight in the Armenian Language is now in his Custody and possession Previous to a Copy of which being delivered to Joseph Antonio the Orig.l Defendant & Cross Complainant. This Deponent did compare the same with the Latin & Philippine Calendar the Armenian Interpreter, And that he doth believe

4th To the fourth Interrogatory this Deponent saith, he doth know that the Orig.l Complt & Cross Defendt in the title of these Interrogatories Named, did sometime in the Year of our Lord One Thousand Seven hundred & Eighty Seven, reside to Manilla Eighty One Bales of Piece Goods & further saith, that he was not during his residence at Manilla as aforesaid, directed by the Orig.l Complt & Cross Defendant to interfere Remove Sales thereof, or in the disposal of the Same, either in the Sales thereof, or in the disposal of the Proceeds thereof. This Deponent saith, that he received No Instructions from the Orig.l Complt & Cross Defendant Regarding the said Eighty One bales of Piece Goods the same being consigned to Bernardo Paulo, & Joseph Antonio the Orig.l Defendant, and Cross Complainant And more he saith not to this or to the last Interrogatory

Sworn &c 6 Aug 1792

Joseph Shawe
Ex.r

Paragrapho da Minha Carta de Instrucçaõ tocante ao Fardo Consigna-
do aos Senhores Bernardo Pallo & Joseph Antonio

Vm.ce Poderá lembrar q o Anno Passado Commungey
Vm.ce que Prepararia huma Mimmoria, alguma cauza importante
para esse Commercio, q Assim foy, emvista Consideraçaõ Cumpri huma
do dito Teor, forrado de Cobre, em Março ultimo e Mandei a
Bengala para trazer algum Salitre, e outras fazendas Proprias
e ahi cheguei a 1.o de Mayo e até Agora Naõ Chegou, Loja a Vontade
do Altissimo feita, e assim fuy obrigado de fretar este Barco de
Macao Gloria Ventura para trazer as fazendas que trade Carter
Amanhaã a Bem o favor de Deos, Consignado aos Snrs. D. Diogo
Garcia Herreros, Joaõ da Rocha, e Marcar Latur, em caso de
Auzencia de D. Diogo Garcia Herreros, Como a Sua Reputaçaõ he
Vm.ce que Vai Nomeado em seu lugar, de Sua Maneira, ou de
Outra, espero da Sua Amizade, que favoreça, e ajude em tudo q
estiver em seu Poder, para o bem Sucesso desta Negociaçaõ ficarei
Vm.ce Obrigadissimo, Pois Amigo, tenho bastantes envejozos
que dizejaraõ me Succeda pelo Contrario, e Assim torno a Requeter
que espero em tudo de Vm.ce Naõ me deixará de me servir Nesta
Occaziaõ, que Naõ me achará ingrato, e assim digo bastante, Como
tambem Rogo Naõ tomar Anal de naõ estar Consignado a Vm.ce
de Sua vez Vou por muitas Circumstancias me obriga Assim
Como o Monsieur Desouty, que Mando de Pratico dira a Vm.ce
Tudo.

Tenho embarcado no dito Navio 81. Fardos de
Pouja que importa 2.o a Factura Pago dos A Etrela 16326 $345
Segundo Constará da Factura q Vai incluza Com a Marca F e
Sujeito a Sua Conhecimento a Consignaçaõ de Vm.ce do Snr
Jozé Antonio que Vai embarcado No dito Barco, que tenha
abundade de Receber e de beneficiar com Amayor Ventaje de
que Naõ duvido pois parte de Vm.ce Naõ faltará em fazer
diligencia para Sua Melhor Venda, E do liquido depois de ter
pago os Direitos, contros gastos tirará 3 ℘Cto de Commissaõ e
Será repartida entre Vm.ce e o Snr Jozé Antonio Cada huma 2/3,
Devo Advertir que Vm.ce Naõ tem que pagar os Fretes somente
os Direitos Reaes, mais gastos em Manilla, e o Retorno do
imposto Como este Barco Pode ser que Naõ Venha Aqui é qué
para Macao embarcará em qualquer outro que Vinha para
este Porto de Madrasta, Ajustando os fretes Mais barato que
Pudes, de Prata, julgo Eu q o Luiz Naõ deixará de Mas ter
tomar, e assim Vm.ce Pode embarcar Nelle ou em qualquer
Outro que seja boa embarcaçaõ Porem no dito Barco de Macao
Vem Aqui estou Eu Obrigado adar a elle emprefferencia e que
Vindo Aqui estou Eu Obrigado adar a elle emprefferencia e que
Recomendo Vm.ce Se, de fazer diligencia de sem Vender tudo,
e de Naõ me ficar Nada Pois a demos Mal fortuna, Naõ houver
feria, Nem Lazo, Supplico demo mandar em Retorna Pago dos
os Patacas, e guardar as fazendas para Melhor Occaziaõ e o
dinheiro que Vm.ce tiver adiantado lagarei os Juros que Vm.ce
Julgar ser justo.

Devo Advertir Vm.ce que vaõ 4.o Fardos de
Elefantes das Ordinarios e Misturados a tempo de Vender tomei
Cidade de Mostrar dois ou tres Fardos inteiros e naõ Sobre
Amostra.

O Antonio Correa de Lagos, ficou emvernado em
o Malacca Porte Rumo seguio Sua Viage, o que espero q tenha
Chegado a sua Manilha Vm.ce Sava toda diligencia para Cobrar
o que me deve que saõ 970 Pago dos Por duas Obrigaçoens, que
Paraõ Nas Maõs de Vm.ce huma delas q Vm.ce me tinha enviado
Torno a Remeter junto Nesta Carta Com a Marca H de q fiquei
Obrigado

Naõ Tenho mais que dizer Vm.ce Senaõ Recomen-
dar lhe os Meus interesses que da Minha Parte Me Achará
Sempre Prompto Amostrar em Servir a Pessoa de Vm.ce em
Tudo aquillo que me Quizer Occupar. O Snr Joaõ da Rocha
entregará Vm.ce Algumas Cauzas desta terra, Como Prezo
Quejo

Quinze Pardos Vermelho de Nossa Parte, que Leve de Registar
esta Vinda a Carta a Vossa Mercê, e Vendar a Conta inclusa.
Madras 4 de Julho de 1787.

D. G. de Vm.ce

Muito Certo Venerador e Servo

Ao Senhores
Bernardo Pablo &
Jose Antonio
Em
Manilla

Paragraph of a Letter of Instruction Regarding the 81 Bales Consigned to
Messrs.rs Bernardo Pablo and Joseph de Antonio.

You may Recollect of my having Communicated to You
Last Year that I would Prepare a Memoir Some Thing important
to this Commerce in Consideration of which I have Purchased a
Copper Bottomed two Mast Vessel in the Latter end of March I
sent her to Bengall to bring some Salt Petre and some other Goods
She Vessel left Bengall the first of May and has not Arrived as Yet
for the Will of the most High be done I was therefore Obliged to Freight
Gloria Ventura a Macao Vessel to carry the Goods she will by the
Grace of God Sail to Morrow Consigned to Mr. D. Diogo Gracia
Herrera Jose D Rocha and Marcar Latur and in case of D. Diogo
Gracia Herreras Absence and on this Negotiation You are Nominated
in his Stead either one Way or the other I expect from Your Friendship
to give me any Assistance and help in Your Power for the good of this
Negociation for there are great many People who are Envious and
Wishes that the Contrary may happen Therefore I request and trust
You will Serve me on this Occasion, and You will not find me ungra-
teful I have said enough on this head, I hope You will not take it ill
for not having made a Direct Consignment to You the Occasion of it
is for Many Circumstances Necessary to Specify I will Declare
You the Whole.

I have Shipped in the said Vessel Eighty Six Bales

Piece Goods which Amount to Star Pagodas 16,526.43.45.
According the Invoice which herein goes enclosed Marked F.
together with a B.L. of Lading consigned to You and Mr. Joseph de
Antonio and which is Shipped in the said Vessel You will
have the Goodness to Receive and turn it to best Advantage
Make no Doubt of Your Complying on Your part, and from
the Neat Proceed You Will pay the Duties and other Charges
and Deduct five P Cent Commission and have it Divided
between You and Mr. Joze de Antonio each at two and a half.
I Must Acquaint You that You are not to pay Freight except
the Royal Duties and other Charges in Manila should this
Vessel go to Macao and does not come to Madras You Will
then Load in any Vessel destined to this Port of Madras the
remainder of the Amount Procuring Silver Adjusting the
Freights as cheap as Possible Believe that St. Luis Will not
Remain without Returning You may Load in her or in any
other Vessel Provided she be a good Vessel, but if the before said Macao
Vessel Arrives here I am Obliged to give her the Preference to what
I Recommend You is to use Your utmost to Dispose of the whole,
and not to leave any should my Luck be bad as there be no
Market in this case I am Desire You to send me in Return
Pagodas for Dollars and leave the Goods for better Occasion, the
Money that You may have had a fore hand pay the Interest that
You may Judge to be just.

I Must Advise You that the 81 Bales of Long Cloth are
Mixed with Ordinary ones When You sell them take care to
shew two or three whole Bales and not upon samples only
Antonio Correa de Leger has Wintered in Malaca,
he has this Year Proceeded on his Voyage should he Arrive in
Manilla You will Recovery thing in Your Power to Recover what
he Owes me which is 970 Pagodas by two Obligations which
are in Your Hands the One You have sent me herewith
Transmit

Transmit Marked H.

I have no more to say than to Recommend my Interest
You will always find me Ready in serving Your Person in all
which You may Command me — Mr. Joao da Rocha will
deliver You some thing of this Country, such as Ham Chees and
Red Wine which I Beg You Will Accept this small present and
Excuse me the Liberty — God Preserve You for many Years —
Madras 17th July 1787 —

To Messrs
Bernardo Pablo
and Josi Antonio
at
Manilla

I am
Your Most Certain Venerater
and Servant —

Translated as Near as can by —
Wm Lewcock
Port Engr.

Romanian

Mr Edward Raphael

Sir

I hope by Almightys kindness that You are always
illustrious and in Prosperity through Christs Mercy.

We Sailed from Malacca on the 2d August and were
Arrived at Cavite on the 16th September by our unluckiness it was raining
and Stormy every Day that nobody was able to come from Manilla to
Cavite for Eleven Days, we were in such a manner that our Captain went
from on Board to the Keeper of Castal at Cavite that the Ship was a
leak by the Keeper of the Castle immediately sent at Manila by land to
the Governor of Manilla who presently ordered the officers should go
by Land to Search the Ships, the Passengers and the Captaine freely
might come to Manilla whereever they will on the Day they came
for searching, the Weather was a little faire, two Days again the weather
was not faire that the Goods might be Landed, but when we found a
faire weather, we Landed the Goods at St. Fernando we had no house
for our Lodging, we dwelt at Mr. Bernardo fortnight's because no
house was to be found, we took away the Goods from St. Fernando also and
kept in two Godowns, in the Interim Poor wretched Gregory fell sick for
five Days, six days after died, I hosted Gregory's house became empty,
We got that house by means of Francisco Diaz David at 50 Dollers
a Month; there we have been able to bring in the house our Goods to
be sold, If You ask of this Years Market, it is very Miserable Market,
No Money in this Place, great many Goods as well of our Nation as
those of the Spaniards, in whole there are One Thousand four hundred
Bales of Goods, besides of Sundry kinds unsold Goods. Three Ships and
a Sloop Arrived from Bengal with about 600 Bales, two of them
contracted with the Company at 40 p Cent Profit upon Bengal
Goods. If You ask touching Our Goods sent for the Company. The

Company

Company offerid at 16 ½ Reals ℔ Pagoda as well to our Nation
as to the Spaniards but nabody has Excepted this Price ever since Manilla
in this Manner; We shall see how the Almighty be Pleased, that we
May Sell the Goods we brought and to put an End; the Gentlemen
here they dont come near the Goods, because two Ships Cargo of Goods
Sent in the two Years & A Capsulie not one Ships Goods are Sold and
Neither the Silver is come for the Goods For this very Reason they
Dont come near the Goods Goods, & We in their Opinion that if
they should not Offer at all any Price for the Goods they might
buy them so as to get of this two Years Loss, otherwise they would
Not buy, this is the Opinion of the Gentlemen here, & You will
know the event of A Capsulie about five hundred Thousand Men
died by Plague & in the Northern Country there is not a Man to
digg Silver or to buy Goods, therefore the Goods carried by them are
not Sold, this is the Reason I wrote You the Company, seing that they
are the Sole who buy the Goods they dont offer more than 16 ½ Reals
℔ Pagoda, Should they give me no more we shall Loss a great deal, I declared
this also, that Year there will be much more Wearable Market, by
Reason that there is no Money in this Place, another Reason also is
this of the Money's Scarcity in this Place on Account of Tabacco
Counterband, it Pays One Million a Years Farm therefore fall short of
Money and the Inhabitants of the Country great & small they
have wrote to the King of Spain for to be taken this Farm that they
might get out of this trouble, In case there should be had Money in
this Place so as that those Wretched Natives might get Money that
they may buy Goods for themselves, otherwise every Year will be the
Worse not the better, I am to relate You. W. Pennard as Succedaneus,
as soon as he read over Your Invoice of Goods told that those Goods never
Will be sold, now the whole Country Goods are delivered to me he would
not care about this Business, if he comes to me once in Ten days he
go away in five minutes, and does no Delegence at all about this
business; I declare You further, I have not got the Instruction

Your Honour that Gentlemen have the Noble manner in this manner
that Mr Eland out of his Instruction that You are not to Sell
less than the Price mentioned in it, In case the Goods should not be sold
to the mentioned and we are to raise Money here and send it to Nieuw we
can neither get the Money nor we can Sell the Goods at that Price he
Follows in this Manner. Now I am to Inform Your Honour if it is true that
You have wrote we are not to Sell lower the Price, and to keep the Goods and
not the Money in Returns to You for What I observe this Gentleman
Mother he will Sell the Goods nor he will send You Money in Return, if the
Goods will be kept I think You will Suffer a great Loss, which God forbid
it is my Opinion for what I have wrote You, but I shall see likewise
Your written Instruction, if it is true or not I will write You in
my Next, We shall see Yet Probably the Company may Offer more or
other Gentlemen may buy them at Tender at Prices as the Proprietors of
the Goods might not get Loss the List we got we gave to the Company
the Prices offered by them, both Lists go herewith, You will be Acquainted
Here Lowes goes to China laden with Rice, they dont permit the Rice to be
Carried by the Foreigners except the Ordered to the Inhabitants to Carry
to China. The Country Goods I am Selling by retail, it hardly Produces
at 12 ½ Dollers ℔ Pagoda, those of Southward Goods of Coromandel &c
not related You what Kind of Goods are they, but I declare You I have
Sold a few of them by Retail it hardly Produce at 12 Dollers ℔ Pagoda
If they all be sold away, It will be a great Matter, but I don't think so such
Kind of Goods will Never be sold by Your Acquaintes of it the 24 Rials
Consigned to me and I should be sold at the Market Price, but You have
Not given me the Invoice of the Goods except Bill of Lading, how often I
have told to John that the Ships go to China that we ought to send the
Money, he Answered me, that it is to Land more Money to China we
shall send it along with it, I have not got the Invoices of the Goods that
I may sell at the Market price, that Gentlemen get it but he would not
give

Give it time, I do not know what this Governor found Us upon, I shall now
to Inform You in writing Duplicate in Particular all the events, Dismall so
that I should write You, this is dreary, But I suppose Mr. Marcar
will Inform You of every Procedure.

but for Your Sake, I must Suffer this trouble & braid,
the four Bales You deliver'd me belonging to Mr. Vicent and three
Bales of blue Bengall handkerchiefs of which I send Bale Nine note 30 Pags
& Two Bales 2272 Pagodas it is Sold at this Place that Quality of Hand the
at 150 Dollars p a Large, I do not know how to do and One Bale of 50 Quibits
at 40 Pags they dont look at them, Beaver Sold two Pieces at 110 Dollrs p
Piece, in this Manner should be sold a great Loss there will be &c.

Manilla 11th November 1737 — P.S. You with Prosperity through the Lord

Duplicate

I do Acquaint You further this I have write You in my
Prior, that the List given as well by the Company as by me both go
herein to You, but I have not seen neither of the two Lists, I have wrote
You by Mr. Bernardo's Saying, for I have asked him often Times that
I may see the Copy of it, hitherto he did Disappointing me & Puts off,
by this You must Know the Secret of this two Gentlemen who do
not declare, but we have Yet time to Speak on this head.

Since a Month time, I am selling by retail the Goods, this whole
that is sold to this Day come to 2600 Dollars in Ready Money & by Trust
which I do not have in outstanding, by You known. P.S. You with Prosperity
through the Lord

Manilla 15th November 1737.

My Respects to Mr. Raphael & Anna Maria & to Aga Luis, I shall
be obliged to You, if the Revd. Father Pagus is there Present. My
Respects to him, I shall be obliged to You.

I am Your Servant
(Signed) Joseph Anthony

A true True Translation near as can be taken from the Original Armenian Language by
Denis Phillippus Calendar

Sworn to be a true Translation
as near as can be from the Armenian
Language by Denis Phillippus
Calander this 9th day of November 1739.

Before Me
Wm Webb
Mayor

Mr Edward Raphael

Sir

I hope by Almightys Kindness that You are always in Health
ous and in Prosperity through Christs Mercy

I am to Inform You of having wrote You two Letters by
way of China Ships Relative the Country trade and the Goods got by
us, I hope they are Arrived and of every matter You must be acquainted.
I Now will Know of the Sales of the Country Goods I have sold as far as
Seven Thousand Dollers of Fine and Coarse Goods, this also I am to
Inform You that in the Invoice You wrote, Madras Red Cumboys or
Handkerchiefs on opening the Bale were Proved to be Wessoor Cumboys
and Handkerchiefs I fancy You have not seen them, but You have
Wrote as Carythis that I Sold You and Some of Wessoor Blue Goods likewise
at the Prices of Madras but the Goods are of Wessoor this much I Let You
Know

This also I am to Inform You what it produces a Pagoda from
some of these Goods, there is some Goods which it produces 20 Reals a Pagoda
some 19 or 18 or 17 & some 16 Reals on Account of their being too dear than
other Goods I am selling more than others, seeing myself Others Goods do
Produce but 15 Dollers p.a Pagoda, but my selling doth Produce as I have
Wrote above it will not produce more than this, Let alone the Purchases
of our Nation, there also who purchased at Madras are selling & do
Produce at 20 Dollers p.a Pagoda, I have not to this Day sold a Single Piece
of Goods, which has Produced at 30 Dollers p.a Pagoda, I have not to this
Day sold a Single Piece of Goods, which has Produce at 25 Dollers p.a Pagoda,
besides the Goods dearness neither the Stripes are
nor the Cenbors
intirely are sold Paterna and of Brick Cenboy which day by day are Comeing
I fancy it is all Corikistanahs doings I am to Inform You further the want
of Coming the Blue Goods from the Southward, which I have not Opened to
this Day a Bale, lest Sundry Goods should be proved, in opening some Bales
that is Mentioned of Cemboys, the half is found to be Cenbry and the other
Half Handkerchiefs and mentioned by You in the Invoice Some 26 Pags

And Some 35 & others 25 Pags on Opening here the Bale, they offer to some
Goods Producing One Doller, of these Coarse Goods such as are brought by
Dibank and other Nations also are selling, which Produce but at 3/4
Dollers p.a Pagoda, I do not know by my Misfortune, I have yet this
Year with such a kind of Dear Goods, by which I always I fare a Sad
life, others are Prospering & I am to Loose

The Company Goods Consigned to me and Mr Bernard I late
You the Procedure of it, Don Francisco David & Don Vicente Conde would
buy our Goods they came & Saw them, and desired the Invoice Purchased
at Madras, Accordingly we gave them the Invoice having kept they the
Invoice a few days and they came again and Saw the Goods, in the
meantime Mr Lopez sold to Don Francisco David Sundry Cloths and
Bengal white Goods belonging to Messrs Lopez & Avatoon Jacobin the
hands of Mr Lopez, which Goods sold in your the Purchase at Madras
at 17 Reals p.a Pagoda afterwards he came to see our Goods & bargain
Mr Bernard and myself having Considered of the prices of Some Goods
being great deal abated, it has not been offended the same price as others
Goods, we saw it was great deal Lesser price, we did not Consent to it,
these the Goods are remained now, Best known I do Inform You
this also of Don David Conde, who has taken all the Invoice from the
Gentlemen that Came, he Knows all the prices of every Goods, when
One would say something, he produces all the Invoices, and pays no
Regard to it, as he shewed me Mr Lopez & Avatoons Invoice, the
Same Pulampore You gave me at 30 Pags p.a Corge, in the Invoice of
Mr Lopez it is 22 Pags p.a Corge and Mr Murillas Invoice the Produce
of the same kind of Goods it is Sold 20 Pags p.a Corge, to the Company
Our Invoices and those of others are 50 p.Cent dearer than, I did Possible
they should buy our Goods, and not from others hereby it is necessary
that You be Requainted of it, another thing I must declare Now all
the rest of Your Goods, it is published at Manilla by Mr Arrietas
saying

saying of his having Sent Your Goods at Madras who being willing
to buy Your Goods, but he would Not, upon finding to be of bad Goods and
dear ones, Let alone Arrietas saying He will Told to Mr. Bernard that
he would buy Your Goods but the being to be dearer than others Goods
@ 50 ℔ Cent, therefore he would not buy them, Let a Lone Hellis saying
Don Ribano told that himself also was willing to buy Your Goods
but he would not on Account of being dear and bad goods, and their
6000. Dollers gave Yourself upon Respondentia at 20 ℔ Cent if they were
fine Goods, Cheap as others Goods he would offer to Your Goods Present a
fool to give upon Respondentia @ 20 ℔ Cent, this saying is evident thereby
Likewise I informed You regarding Your Goods, Arrietas told the Goods
from from those You purchase or to whomsoever to be furnished them
for You are the Base Goods Nobody has at Madras such Goods they
have not been able to be Sold he sent them here and Charging 50 ℔ Cent
More than others Goods, In the interim Sir I am Miserable also
in the World, which is evident to You, it is about Three Years I have
got a Loss of above Three Thousand Pagodas, Considering this going to
Manilla by Purchasing a few Sanams of Goods, Perhaps I might get some
thing by it, and I might return this Year to Madras, and buying a few
thing again probable thereby I might get the Loss, instead of Profiting
we lose at 50 ℔ Cent upon Prime Cost Besides the Freight and Customs
which ought to be paid by Our ill Luck there is no Ship neither for this
Place, so we are remained here this Year and this Years expences we are
forcibly to Expend, Be it what it will must needs lose all what we got
we are remained in this Miserable Land to Inform You likewise of
the 14 Pieces of fine Long Cloths Consigned by You at 13 Pags ℔ a Piece they
Produce not above 12 Dollrs ℔ a Pagoda better than these are sold here at
this Price the they are of same Quality however I lose at 50 ℔ Cent upon
Prime Cost these Long Cloths produce One & half Dollrs ℔ a Pagoda free from
Charges &c. because there being no Ship to Come here from Madras I think
unavoidably a Ship will Come this Year from Pondechery for the Company
who Contracted for Two Lacks of Dollers with Mr. Coulon White Goods should

because unavoidably from Pondichery, if You are willing to send Goods a
few Country red and Blue Cambays of new Patterns and good Colour, and of
Cheap price, not as dearer as these Goods, if You would send Goods fit for
Company, you may send them of the Punjums good Long Cloths & Ventapolam
of the Punj. in good hand the price may not be dear, if You got by hand
it is evident to You the Market of this Year, if You would not Just as
You Please just be good & Cheap Goods of new Musters with good Drapes & of
good Colours, if You know the Goods fit for Country that will get some
Profit, You will give me a few Share also, very likely I may gain some
thing, if You do not Choose to send do as You will, I have sold 3 Bales
of Bengal blue Handkerchiefs of 10 in a piece, the first Sort at 60 Dollrs
℔ Corge, the Second Sort at 45 Dollrs in the 3 Bales Contained 1000
Pieces of White and Red Stripes with Silk Threads which 1000 Pieces
are remaining, they are out of the Country use, nobody would look at
them, Probably those who would go to Arpukcom may buy them, It is
evident to You Sir of the 21 Bales You Consigned Home & Velur out of
which 21 Bales 16 the Long Cloths about which both for the said Years
Junction that we might sell them at the Market price and the Returns
to be remitted by us to China, I did every Means, Sir to be sold the 16 Bales
of Long Cloths at the Market price and the Money we may remitted to
China as ℔ Your Order, I set forth in Your Instruction, Likewise I have
Carried & shewed in Presence of Mr. Marcar and Acquainting also by
two Notes, the Copy of which wrote by me and by John to the Answer of
any Note, Sheriedge for Your inspection, & thereby You will be Acquainted
finally by every means I did, he gave me no Goods to be sold in his House
as I have Acquainted him also by my note, at long th. he told me to send
to him the Musters that are by me & he would shew the Goods, I did that
also by sending him the Musters, which I immediately told to Messrs
Bernard and Marcar that he does not well in Keeping without Selling
them, I am blameless herein, whatever loss shall happen to this affair
the whole must fall down out of his Pocket, he told me also before Mr
Marcar that whenever our Goods shall be sold he would sell them
together also, but he would not sell first others Goods he seeing to be
silly

Gilly in this Business, Dom Pedro's Ships going to China the Lord of
Terra at Interest 3000 Dollars to be paid two Months after with the
Interest thereof, the said Money was laden in Dom Pedro's Ships to China,
I had no Information of it, after I had done from doing every thing I was
Requested me by a Note, the Copy of which Answer given by him & the
Copy of my Note you also in My Letter You will Read them, at last he would
Not sell the Goods, he shipped the said Money in the same Ships of Pedro
Cost, which by Contrary wind with all the Crew of the Ships and the Money
Saved on a Shore, the Ships and the Cargo sunk down, Perhaps the said Letter
Will be Laden in another Ships or not. I Pray You with Happiness by the
Lord.

Manilla 31st January 1788.

I am to Inform You there is no any Extraordinary news that I may
Write You, But I am ordered to go away from this Province, so I am come
out of this Town and I have taken this Court House upon I am in it,
till I know.

Your Servant

(Signed) Joseph Anthony

Manilla 23d Febry 1788

A True Translation as near as can be taken from the Original Armenian
Language by

Denis Phillippus Calendar

Sworn to be a true Translation as near as can be from the
Armenian Language by Denis Philippus Calendar this 19th Day of
November 1789

Before me W. Webb
Mayor

Armenian

To Mr Joseph Antonio

Hope You have Received the Original of the
above Duplicate I have Wrote You by this Ships Dolphin and Your
Sons Persons, which is my last order, if You Will not Receive the
other the Purport is this, that the 21 Bales of Goods Consigned to
You & Bernard, Hope You have sold them in the Winter Season,
Otherwise You Will Sell in this Season by Our Book at the Market
Price and put yte to accot, it avail no thing by Keeping them longer,
Would to God had they been sold last Year, might have got the
Returns, finally it may be must concluded for the better, best what
it Will Yeild at the Present Season, What Sums it Will be the
Produce Youare to Ships off in this Ships Dolphin by Bills Lading
that it may come to my hand or order that is to Mr Miguel
Silvanus; but Youll Take care if they be sold all at once, upon the
Invoice at so much Reals of a Pagoda, as there are Goods With
Different Marks on Account of Sundry Persons You are to
Note & Set forth in the Invoice that by such & such Marks comes to so
Much at a Pagoda, and such Marks should Comes to so much
at a Pagoda, by Gods favor when We come out may give every one
Account with equity, least the Goods of one that are good should
carry others & get the Profit, You Will keep in mind for Drawing
ing the Value of the Goods as if there were a Separate Invoice,
What Price they Might have been sold at

The Goods You carried With You Separately Sell
them all and Embark You Will Your Returns in this Ships
Dolphin, this Freights for Silver is thus been settled for bringing
a 1/2 Per Cent, Moreover the Goods which are consigned to You
and Others belonging to Ewing send Us the Product thereof to
China and the Sale of 5 Bales of said coloured Goods also You

Will bring With You

What shall I write You more, Mr Joseph Ye have
Made me much uneasy this Year, Hope may in it be our good by
God favor come what I may rejoice instead of grief, this is what
I Will recommend You again to bear & reunite Yourselves
together, for what ever loss shall me use, Will be ours, possibly
be obliged to You dont be sorry for Your loss God is Merciful Provi-
ded You labour at Home Will and carry on my business Well
And Your labour at Home Will and carry on my business Well

Mrs Raphael and the family are well they send their Compts to You,

You Will Do Your Success

Madras 8th July 1788

By this Ships Dolphin

A Translation as near as can be from the Roman
language taken from the Book of Mr Edward Raphael
by

Known to be a true Translation
as near as can be from the
Roman Language by
Phillippine Calender this
9th Day of November 1789

Before me
Wm Webb
Mayor

Dario Phillippine Calendar

Mr Edward Raphael

Sir

I Received Your Letters of the first and Seventh
July by Ships Dolphin, and glad of Your Welfare, Hope You are
always in health, by Gods favor — You Orders are for the 81 Bales
of Goods Consigned by You to Me and Bernard to be sold by Your
Clerk at the Market Price, and that we send what Time Present
Season and Whatever the Produce be, the Night Ships off in this
Ships Dolphin by a Bill of Lading to come to Your hands or
Order, that is to Mr Miguel Johannis, You wrote likewise to
Mr Johan an Instruction that the 132 Bales of Goods & those
of 81 Bales to be sold, out of the Sale 30 Thousand Dollers to be
Remitted to China —

I am Much Surprised, Sir, of Your two Ways Written
Letter wrote, that whatever we have out of the 113 Bales of Goods, the
Proceed of the Sale, and such as are of unsold Goods the Wholeware
Night deliver to Johan with an Account thereof, then You wrote
Me one thing and to another other thing finaly whatever are the
Country Goods, I have sold them by retail, and whatever there
remained the whole, I have sold them today at the Market Price
as with the Corse Goods as the Invoice, as is hereunder Written,

Out of the Sale of Your 7 Bales of fine Goods which
Produced 7411 Dollars and the Corse Goods Produced 1889 Dollars
both Amounts to 16296 Dollars, The Goods for Acapulco for
by Gods favor after the Sailing of Ships Dolphin there is come
Body who would buy them, likewise the remainder Goods we
hope through Gods favor shall put to an end too and the Proceed
Ready Cash we shall deliver up to Johan as per Your Instruction
Written, Inclosed Langues this with his Account Sale of the Goods
With the Receipt of Johan of the Dollars being delivered Ays

I shall bring with Me in the Lucia of Don Pedro Anguita in
Which I am to Sail Oblig'd know.

If You ask Me about the Country trade it is very
Miserable on Account of Calicut brought no Silver last Year,
She came empty and the Gentlemen here are very Miserable,
the won't come near the Goods, those few People who Would buy
the Goods they Would have very cheap, be it known, as You will
know also from those that come, the events of the Country trade.

For the Gentlemen here have no Mind to send a Ship
To America however it is ordered by the King a Ship to go from
hence to Acapulco; they are obliged to send a Ship this Year, God
knows whether they Will send Goods or not, but as unavoidably
a Ship Must go, be You acquainted, I Pray You with the happening by
the Lord. My Respect to Mrs Raphael, I shall be much obliged
to You.

Your Servant
(Signed)
Joseph Antonio

Manilla 24th January 1789
By Ship Dolphin

A Faint Translation as near as can be taken from the Original Armenian
Language by

Simon the Relation Translation
as near as can be from the Armenian
Language by Denis Phillippus Calendar
this 9th day of November 1789

Before me
H. Webb
Mayor

Denis Phillippus Calendar

Mr. Edward Raphael

Sir

I Hope by Divine kindness that You are ill ere this and
and in good Success

I Sailed from Manilla on the 20th February
in the Lucia of Don Pedro Angelo and we arrived here (at Masulipatnam)
the 25th Instant finally I cannot relate You what trouble
we have had in this Lucia &c.

The 81 Bales of Goods consigned by You I have
sold they Produced four Pound Charges 24027 Dollars & I have
delivered in Ready Cash to Mr Bernardo the Account written in
Spanish Language by the said Gentleman I have by me with a Letter
Thus much I acquaint You.

The 6 Bales of Goods which You consigned to me
Separately I have sold the whole the Net Proceeds is 2500 Dollars;
I am Waiting for Your further order regarding the said Silver, Mr
Bagram is bent out to Madras four day after, I will send Your Letter
by the said Gentleman, and am Waiting here for Your further order &c

Masulipatnam 26th May 1789

By Jayee

Your Letter of the 31st May You wrote to Mr Salter for
I had in case the Manilla Should be arrived at Masulipatnam
whatever Letters are by me either Yours or others Together with Your
Account the whole to be delivered to the said Mr Salter that
the said Gentleman Might be in a manner them to You by Jayee,
I have executed agreeable to Your Order.

Here Inclosed I am Account which Mr Bernardo
has

have Wrote about the Sales of our 81 Bales of Goods for the Prom. Charges
I have also delivered to Mr. Salter with a Letter, and 15. Letters
I had also for others have delivered to the said Mr. Salter that he may
transmit You by Jayne. Whatever Letters I had for Messrs. Hannier
Zerer & Arratoon, Jacob I have delivered all them here to Mr. Bagram

I am Surprised Sir I have wrote You it is fortnights
ago that I am waiting for Your further order hitherto I have had
no Answer to my Letter I wrote, finally I hope You may have
Received My Letter and Waiting for my Letters Answer be You with
happiness so by the Lord.

Masulipatnam 4th June 1789

Your Servant
(Signed)
Joseph Antonio

A true Translation as near as can be taken from the Original Armenian
Language by
Denis Phillippus Calendar

Sworn to be a true Translation
as near as can be from the Armenian
Language by Denis Phillippus
Calendar this 9th Day of November 1789

Before Me
Wm Webb
Mayor

Venta de los 81. Fardos de Generos de la Pertinencia del Señor Eduardo Rafael hecha por mi Antonio Joseph en Menudeos y por Porcion desde el año de 1788. a 89. Son en la forma Siguiente

Marcas	Nos.	Fas.	Piezas					
FR	1	1	10 De Cambayas encarnadas con tres listas Azules y otras Azules sin importan		230			
			20 De Dichos dhos adhos y dos listas Azules sesenta aves p.a importan		332			
			30 De Dichos dhos acadaun de 1/2 y treinta y siete aves p.a importan	1	049	6		
			10 De Dichos de otro encarnado cinco pieses cincuenta aves p.a importan		332			
			120 Suma		1 766	6	1 766	6
	2	10	120 De Cambayas de Otro encarnado con tres listas Azules sesenta aves p.a importan				660	
	3	1	90 De Dhas Cambayas a 5 p.s de 30 aves p.a importan				495	
	4	1	20 De Dhas encarnadas con tres listas Azules de 17 a 30 aves importan		336			
			20 De Dhas dhas a 15 a 30 aves p.a importan		216			
			30 De Dhas dhas a 22 a 40 Aves p.a importan		672			
			120 Suma		1 344		1 344	
	5	1/3	10 De Cambayas Azules pieses a 19 p.a importan		190			
			20 De Dhas dhas a 9 a 30 Aves p.a importan		198			
			60 De Dhas dhas a 6 a 65 Aves p.a importan		397			
			90 De Dhas dhas a 6 a 16 Aves p.a importan		554	40		
			180 Suma		1 340	40	1 340	3
	6	1	165 De Cambayas Azules a Otro encarnado a 6 a 42 p.a importan		580			
			14 De Dhas Otros dhos a 4 a 42 p.a importan		56			
			60 De Cambayas Azules a 6 a 16 Aves p.a importan		369	60		
			219 Suma		1 005	60	1 005	40
	7	1	30 De Pañuelos Azules pieses a 4 a 10 Aves p.a importan		129			
			30 De Dhos dhos a 6 a 33 Aves		198			
			30 De Dhos dhos a 6 a 33 Aves		198			
			105 De Dhos a Otro a 4 a 2		420			
			196 Suma		1 223		1 223	
	8	1	198 De Chalas encarnadas a 2 a 8 Cosa importan				380	
	9	1	200 De Panos Colorados a 2 a 8 Cosa importan				420	
	10	1	200 De Cambayas encarnadas a 4 a 2 Cosa importan				1 176	40
LS.	1	3	600 De Panos azules a 2 a 2 Cosa importan				700	
	2	2	400 De Panos Azules a 3 a 2 Cosa importan				1 350	
	3	4	800 De Cambayas Azules a 6 a 2 Cosa importan				350	
	4	2	400 De Otras Otras a 4 a 2 Cosa importan					
	5	1	200 Que de esta Facturacan Cambayas Azules y no encarnadas que 100 son Otras Cambayas, y 100 son de Panos a 5 a 0 Cosa				500	
			240 De Cambayas Azules a 2 a 6 Cosa importan				306	
	6	1	240 De Cambayas Azules a 2 a 8 Cosa importan				3 192	5
	7	1	170 De Guingames Azules a 2 a 6 Cosa importan					
	8	1	240 De Panos encarnados a 2 a 5 Cosa importan				300	

ER.	20	742	Dos Elefantes de 14 Cuñ. á 90 ℔ cada pieza importan		3	330 ℔			
		28	Haviendas de ocho Elefantes á 17 ℔ 4 ℔ pieza importan			472 ℔			
		29	De ocho Elefantes Vendados en mundos á 5 ℔ pieza imp.			145 ℔			
		799		Suma		3 526 ℔	3 526 ℔		
	12	652	De Elefantes de 18 Cuñ. á 10 ℔ cada pieza importan		2	260 ℔			
		6	De Ojos en mundos averiados en 18 ℔			18 ℔			
		19	De ocho ojos á 6 ℔ pieza importan			114 ℔			
		477		Suma		2 392 ℔	2 392 ℔		
	6	237	De Elefantes de 20 Cuñ. á 11 ℔ cada pieza importan				1 362 ℔	6	
	5	190	De Elefantes de 22 Cuñ. á 12 ℔ cada pieza importan		1	187 ℔	6		
		6	De Ojos averiados en			12 ℔	6		
		6	De Ojos ocho en mundos á 6 ℔ 6 ℔ pieza importan			39 ℔			
		200		Suma		1 239 ℔	1 239 ℔		
1	1	230	De Paños azules á 35 ℔ cada pieza importan				602 ℔	6	
2	1	220	De Paños ocho á 35 ℔ cada pieza importan				385 ℔		
2	1	200	De ocho Paños á 35 ℔ cada pieza importan				350 ℔		
4	1	200	De ocho Paños, y Cambayas por mitad á 35 ℔ cada pieza imp.				350 ℔		
6	2	240	De Cambayas Azules á 14 ℔ 11 ℔ ocho cada pieza importan				835 ℔		
7	1	200	De Paños y Cambayas azules á 35 ℔ cada pieza importan				350 ℔		
9	3	364	De Citas Ordinarias y Chaquiras á 21 ℔ 21 ℔ cada pieza imp.				824 ℔	3	
2	2	400	De Citas finas á 24 ℔ 22 ℔ ocho cada pieza importan				394 ℔		
12	2	400	De Paños encarnados de 18 Cuñ. á 38 ℔ cada pieza imp.				1392 ℔		
							28 480 ℔	5	6

Cajas que se han ofrecido los 80 Fardos y un Baul de Generos de la Costa consignados alos Abajos firmantes son en la forma siguiente

Por 16364 Pagos de 45 Sanan, y 45 Cas arrazon de 18 arr. Pago de hacen 36820 ℔ 25 avos cuio 6 ℔ de Drec Real importan de dos mil docientos y nueve veinte y siete Avos cincuenta avos

220 9 27. 50. de su avos - - -