Vol 62

12-0757

Rack No.

Shelf No.

Serial No. 62

General No. 12067

Filed 24th December 1783

To the Honble the Mayor

Court at Madraspatnam

Humbly Complaining Shewe th

this Honble Court your Orator Tarypah of Madraspatnam Inhab

by his Attorney William Lowcock also of the same Place that th

Chidambara Moodelly and Yeroosappen of Madras Inhabitants Execu

named in the last Will and Testament of Boothoor Moodoo Moodel

Deceased which said Last Will and Testament of him the said Boo

Moodoo Moodeliar Deceased hath been duly proved before the R

Ordinary in this Honble Court and probate thereof granted unto

said Chidambara Moodely and Yeroosappen as Executors as aforesa

under the Seal of this Honble Court as may more fully appear

the Records of this Honble Court to which your Orator by his

Attorney Craves Reference if need be they the said Chidambara

delly and Yeroosappen having taken upon themselves the Duty

Burthen of Executors as aforesaid they the said Chidambara Mo

and Yeroosappen have Accordingly by Virtue of the Power vested

them thereby Possessed themselves of all and singular the C

and Effects Goods Chattles Rights and Credits of him the

Boothoor Moodoo Moodeliar Deceased wherefore they the s

Debts due and Owing by him the said Boothoor Moodoo Moodelliar
in his life time — Your Orator by his said Attorney further Sheweth
unto this Hon'ble Court that they the said Chedambara Moodelly
and Yeroosappen as Executors of the said last Will and Testament of Boothoor
Moothoo Moodelliar stand well and truely indebted unto Your Orator in the full
and just Sum of three Thousand and thirty One Pagodas fourteen 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 Two
hundred and Twelve Pounds ten Shillings and Nine Pence or thereabouts for
Whereas on the twenty fifth Day of August which was in the Year of
Our Lord One Thousand Seven Hundred and Seventy Nine he the said
Boothoor Moothoo Moodelliar borrowed and Received of Robert
Hughes then of Fort St George Esquire the full and Just Sum of two
Thousand Pagodas Current Money of Madras to secure the Repayment
of which unto the said Robert Hughes Esquire his Heirs Executors
Administrators or Assigns Your Orator sheweth unto this
Hon'ble Court that he the said Boothoor Moodoo Moodelliar
Entered into and duly Executed Signed, Sealed and Delivered in
the Presence of Credible Witnesses as and for his act and Deed a
Certain Bond or written Obligation whereby he the said Boothoor
Moodoo Moodelliar Acknowledged to have at or before the time of
Executing

Executing the said Dud Bond or Written Obligation borrowed an
Received of and from the said Robert Hughes Esquire the said Sum of
Thousand Star Pagodas Payable in five Months from the Day of
Date thereof with Interest at and after the Rate of twelve ℘ Cent ℘ An
And he the said Boothoor Moodoo Moodelliar did for himse
his Heirs Executors and Administrators thereby become held and fir
bound unto the said Robert Hughes Esquire his Heirs Execu
Administrators or Assigns for the true and just payment of
said principal Sum of two Thousand Pagodas Current Mon
of Madras with the full and Legal Interest which might ar
and become due thereupon — And your Orator by his said Att
further Sheweth unto this Hon'ble Court that on the twenty
fifth Day of August which was in the Year of our Lord One Th
sand Seven hundred and Eighty at Fort Saint George afo
for good Valuable Consideration in hand paid by your Orat
to the said Robert Hughes Esqr. He the said Robert
Hughes Esquire Did fully and Effectually Assign transfer a
Set over unto your Orator his Heirs Executors Administrators
Assigns and for just and Valuable Consideration with all the Rig
title Claim and Interest which he the said Robert Hughes
before that time Possessed had or was Entitled unto in of

from the said Bond or written Obligation and did fully Transfer
and make over all the Money Principal and Interest that then
was due or which might Arise or grow due thereupon unto Your Orator
his Heirs Executors Administrator and assign all which matters
and Transactions will more fully and Clearly appear by Copies of the
Original Bond and the Assignment with the Acknowledgement of
good and Valuable Considerations being by your Orator to the said
Robert Hughes Esquire paid and made to his Satisfaction also
Copies of an Assignment with an Account Current Annexed for the Inspec-
tion of this Hon'ble Court all which are prayed by your Orator to be
taken and Received as parts and Parcels of this his Bill of Com-
plaint the Originals being in the Possession of Your Orators said
Attorney are Ready to be produced when Required And your Orator
by his said Attorney further Sheweth unto this Hon'ble Court that
he hath frequently and in an Amicable manner Requested Payment
from the said Boothoor Moodoo Moodelliar in his Life time and
Since his decease of and from the said Chedambara Moodelly and
Teroosappen as Executors of him the said Boothoor Moodoo Moodelliar
Deceased of the said Sum of three Thousand and Thirty One Pag^s
and fourteen fanams Current Money of Madras.

But now so it is may it Please this
Hon'ble Court that the said Chedambara Moodelly and Teroosappen
as Executors of the said Boothoor Moodoo Moodelliar Obstinately
and

and will fully Refuse to pay the same or to give your Orator any ma
of Satisfaction touching or Regarding the premises Your Orator there
Prays a General Relief such as to the Hon'ble Court shall appear
able to Equity and good Conscience To the End therefore that the
Chedambara Moodelly and Teroosappen Executors of the said Bo
Moodoo Moodelliar may upon their and each of their Corporal Oaths fi
true direct and Perfect Answer make to all and Singular the matter
things herein before set forth and alledged as fully truly perfectly and Effec
to all Intents & Purposes as if the same were here again Repeated and Pa
larly interrogated and that they may be Decreed to pay unto your O
as Executors as aforesaid out of the Estate and Effects of the said Boothoo
Moodoo Moodelliar Deceased the said Sum of three Thousand and Th
One Pagodas and fourteen fanams with all Interest that now is or shall he
become due thereupon also all Costs of this Suit

May it Please this Hon'ble Court to Cau
the said Chedambara Moodelly and Teroosappen Executors of the said
Boothoor Moodoo Moodelliar Deceased to be Summoned and Requ
by the Sheriff of Fort Saint George Town of Madraspatnam and
Districts thereof personally to be and appear before this Hon'ble C
at a Certain time & Place to be by this Hon'ble Court prefixed
Appointed then and those to Answer this Your Orators Bill of Com
plaint and further to stand to and abide by such Order and Decre
therein as to this Hon'bly Court shall seem Meet.

2d December 1783

Edward Ellis
Atty for the Compt.

This Bill was Shown to me between the Days of

Know all Men by these Presents that I Boothoor Moodoo Moodelliar of Madras Inhabitant am held and firmly bound unto Robert Hughes Esquire in the Penal sum of Four Thousand Star Pagodas to the Payment whereof well and truely to be made to the said Robert Hughes Esquire his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors & Administrators firmly by these Present In Witness whereof I have hereunto set my hand and Seal in Fort St George this twenty fifth Day of August in the Year One Thousand Seven hundred and Seventy Nine.

Whereas the above bound Boothoor Moodoo Moodelliar hath borrowed and received of the abovenamed Robert Hughes Esquire the full and just Sum of Two Thousand Star Pagodas to Run at Interest at the rate of Twelve pCent per Annum payable in five Months.

Now the Condition of this Obligation is such that if the above bound Boothoor Moodoo Moodelliar his Heirs Executors Administrators or Assigns, shall well and Truely Pay or Cause to be Paid unto Robert Hughes Esquire his Heirs Executors Administrators or Assigns the full and just sum of two Thousand Star 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

and Virtue.

Signed Sealed and Delivered were no Stamped Paper is to be had in the presence of [illegible] Atone Copy [illegible]

Signed in Malabar [illegible] (L.S.)

Edward Ellis
Attorney for the Compt.

To all People to whom these Presents shall come Greeting Whereas [illegible] Moodoo Moodelliar of Madras Inhabitant in and by One Bond or [illegible] tion bearing Date the 25th Augt 1779 became bound unto Robert [illegible] late of Fort Saint George Esquire in the full and just Sum of Two Th[illegible] Pagodas Current Money of Madras Conditioned to be paid in fi[illegible] Months from the Date of the said Bond or Obligation with [illegible] Interest at the Rate of twelve per Cent per Annum as by the [illegible] Bond and Condition thereof may appear And whereas [illegible] said Robert Hughes did on the twenty fifth Day of Augu[illegible] which was in the Year of Our Lord One Thousand Seven [illegible] dred and Eighty for a Valuable Consideration to him in hand [illegible] by Tyapah of the same Place Dubash Assign and Set over un[illegible] the said Tyapah his the said Robert Hughes Right an[illegible]

Title to the said Bond or Obligation and the Amount principal and
Interest thereupon due and owing as by the said Assignment may appear
Now Know ye that the said Tayapah for a valuable Consideration to
him in hand paid by William Lowcock of Madras Inhabitant
at or before the Sealing and delivering of these Presents the receipt
whereof he the said Tayapah Doth hereby Acknowledge he the
said Tayapah hath Assigned and Set over and by these Presents
Doth Assign and Set over unto the said William Lowcock the
said Bond and the Money due and Owing and Which may
become Due and Owing and all his Right and Interest of in and to
the same and every Part thereof and the said Tayapah for the
Consideration aforesaid hath made Constituted and Appointed
and by these Presents doth make Constitute and appoint the said
William Lowcock his Executors and Administrators his true and
Lawfull Attorney and Attornies Irrevocable for him and in his
Name and in the Name and Names of his Executors and Admini-
nistrators but for the sole Use proffer use and benefit of the said
William Lowcock his Executors Administrators and Assigns to
his Require Demand and Receive of the said Boothoor Mordon
Mordillian his Heirs Executors and Administrators the Money
Due and to become due on the said Bond and on non Payment
thereof he the said William Lowcock his Heirs Executors and
Administrators

Administrators to Sue for and Recover the same and on non Payment
to deliver up the said Bond and give sufficient Release and Discharge
therefor and One or more Attorney or Attorneys under him to Constitute
and whatsoever the said William Lowcock or his Attorney or Attorneys
under him shall Lawfully Do in the Premises the said Tayapah
Doth hereby allow and affirm and the said Tayapah doth Covenant
with the said William Lowcock both he the said Tayapah
not Executors nor will Receive the said Money due or to become due
said Bond or any Part thereof neither shall or will Release or Discharge
the same or any Part thereof but will save and allow of all Lawfull
Proceedings for Recovery thereof he the said William Lowcock his
the said Tayapah hereby of said from any Part thereof
Said Attorney for Attorneys under of the said Tayapah hath hereunto
Set his Hand and Seal in Madras this Twenty Second Day of
August in the Year of Our Lord One Thousand Seven hundred
and Eighty three

Signed Tayapah (L.S.)

Signed Sealed and Delivered
where no Stamp Paper is to be had
in the presence of Signed in Malabar

Signed Sealed and Delivered
in the presence of

Signed Tayapah
Their Cross

Edward Ellis
Attorney for the Cross

I Robert Hughes do hereby give Receive to Tayapah for
Valuable Consideration now Received of them all my Right and

to on Obligation granted to me by Boothoor Moodoo Moodelliar of Madras Inhabitant bearing Date the Twenty fifth Day of August in the Year One Thousand Seven Hundred and Seventy Nine for the full and just Sum of Two Thousand Current Pagodas with all such Interest as now is or shall hereafter become due thereon, Witness my hand in Fort Saint George this twenty fifth Day of August One Thousand Seven hundred and Eighty.

signed Robert Hughes

A true Copy

Edward Ellis

Attorney for the Complainant

Dr. Boothoor Moodoo Moodelliar in account Current with Tayapah Cr.

To Amount principal of Two Bond Executed in Fort Saint George on the 25th Day of August 1779 payable to Robert Hughes Esquire his Other Executors Administrators or Assigns at five Months from the Day of the Date whereof with Interest at the Rate of 12 p Cent p Annum	2000								
To Interest upon the principal sum of 2000 Cent from the 25th Day of August 1779 to Nov 12th Day of December 1783 at the Rate of 12 p Cent p Annum	1031	14							
Pagodas	3031	14							

By Balance

Pagodas	3031	14							

Fort Saint George 12th December 1783
Errors Excepted
Tayapah

A true Copy
Edward Ellis
Attorney for the Complt.

Filed the 20th April 1784

The Joint and Several Plea and Answer of Chedambara Moodelliar and Teroosappen of Madras Inhabitants Executors Named in the last Will and Testament of Boothoor Mordoo Moodelliar Deceased Defendants to the Bill of Complaint of Tyapah of Madras Inhabitant by his Attorney William Lewcock of the same Place Complainant

The said Defendants by Protestation not confessing or Acknowledging all or any of the matters and things in the said Bill of Complaint contained to be true in such Manner and form as the Same are therein and thereby Set forth charged and Alledged for Plea unto the said Bill with That it appears by the said Bill of Complaint, and the Exhibits thereunto Annexed, that the Ground upon which the Present Action is established is a Bond or Obligation pretended to have been given by the Testator in his life time, to Wit unto Robert Hughes Esquire Dated the Twenty fifth day of August One Thousand Seven Hundred and Seventy Nine for the sum of Two Thousand Pagodas payable in five Months at Twelve Per Cent Interest Per Annum never theless the said Robert Hughes is not made a party in the said Bill, as he ought to have been consistent with the Established and indispensable Rules and practice of the Law or Equity in which Altho a Bond may be Assigned must sue upon such Assigned Bond According to forms prescribed and laid down in both those Courts, except in Cases of Bankrupts and some other special Cases in no way Relating to the presents, and which are Constantly adhered to by this Honble Court in the Admission of Suits of that Nature which are, not for the Assignee to Commence an Action in his own Name, but in the Name of the Assigner, and for which purpose even it is necessary that a Letter of Attorney Authorizing the Assignee to Commence a Suit under that form, should be Annexed and made part of the Assignment by which the property in Such Bond is meant and intended to be made over and aliened, And not in the Manner and form the present Suit is commenced, in the Name of the Assignee in the first instance claiming under the said Bond, which provided the same had been Assigned according to the Rules aforementioned ought to have been sued upon in the Name of Robert Hughes by his Attorney Tyapah by his Attorney William Lewcock, and not in the Name of Tyapah the pretended Assignee, and Altho no power is given to the said Tyapah to Commence an Action against the Testator or these Defendants his Executors, the said defect and deficiency in

the said Assignment doth not Cure the Error of his Commencing the present Action in his own Name contrary to all Rule of practice nor doth he can the said Assignment and power of Attorney to William Leverock help or aid the said Error but such Originable Assignment is left Exceptionable upon its own Ground, as being irregular in itself, and must of Course fall as well as the present Action until conformity to the Rules of this Honble Court shall entitle the said Assignee to Commence another Action upon a more legal foundation and therefore these Defendants do humbly demand the Judgement of this Honble Court on the matters and things here before pleaded, and these Defendants without waiving their said Plea but Relying thereon for Answer unto the rest and residue of the said Bill of Complaint or unto such Matters therein Contained Alledged and Set forth as they are Advised to be material for them to make Answer unto, they these Defendants say that they deny to stand indebted unto the said Tyrapuk in the Sum of three Thousand and thirty One Pagodas and fourteen Fanams or unto the said Mary William Leverock or in any other Sum or Sums of Money as in the said Bill these Defendants do Admit that Brothers Hooker Mondelligo deceased this life having first made and published his last Will and Testament and did thereby nominate and Appoint these Defendants as Executors thereof and that they have duly proved and taken out Probate of the said last Will and Testament and do Engage and have taken upon themselves the Charge and Management of the Estate, but deny that they are Answerable to pay all and Singular the Bills due and owing by the said Testator further than he Effects extend and the Law will oblige them which will in due time be seen by an Inventory and Account Current of such his Effects, which these are ready to deliver or may hereafter come to their hands to the best of their Knowledge, and by way of further Answer unto the said Bill they these Defendants pray to Log before this Honble Court, what they know Relative to the present Demand of the Complainants, for that they deny the Pretended Brother Hooker Mondelligo did Ever directly or indirectly receive any Sum or Sums of Money or any Consideration whatever upon the said Bond from the said Robert Hughes or any person on his Account. Notwithstanding they do not deny that he hath sometime since the execution of his Bond Robert Hughes on the Twenty fifth Day of August One Thousand Seven Hundred and Eighty six Paid Pagoda or value for any Goods or other Consideration did fully and Effectually or otherwise Assign Transfer and Make over unto the said Complainant the said Bond or Obligation on the Contrary these Defendants say that the whole of the said Tyrapuk Bill of Complaint is an unjust and unfair Action, worked and Contrived by him and his Attorney for the Purpose of Avenging the Estate of the Deceased, as the said Tyrapuk well knows, and in order to Skreen the same, these Defendants pray by way of further Answer to subjoin that One Thirteen Pagoda about the time

of the Date of the aforesaid Bond To Wit on or about the Twenty fifth Day of August One Thousand Seven Hundred and Seventy Nine, was Hamildar of Poonamlee, and being in want of Money to pay the Circar requested of the said Deceased to lend him the Sum of Two Thousand Pagodas, which the Deceased was not at first willing to do not having then Cash by him in hand but at Length the said Deceased gave way to his importunities and Offered to give his Bond to any person who he could procure to Advance Money upon it, and the said Kistnah Roya accordingly applied to One Covy Vennaygum alias Perry Iyah Moodelliar for that purpose who agreed to lend and advance the said Sum of Two Thousand Pagodas upon his the said Deceaseds Bond, and these Defendants shew that at the time of Executing such Bond for the same, a Bond was produced Ready drawn up and was said and Assured to be a Bond in the Name of Thomas Welch Esqr by the said Kistnah Roya and a Person who brought the said Bond, from the said Covy Vennaygum alias Perry Iyah Moodelliar, upon which the Deceased did Execute and Sign the Bond, a Copy of which is Annexed unto the said Bill of Complaint, the said Deceased not Knowing, but on the Contrary believing that the said Bond was in the Name of the said Thomas Welch and these Defendants further say that the said Covy Vennaygum alias Perry Iyah Moodelliar, Altho he appeared to be only an indifferent person in the said Transaction, was notwithstanding as much an interested party in the Receiving the said Money or Credit for the same, as the said Kistnah

Roya, who altho he was in fact the Nominal and ostensible Renter or Hamildar of Poonmally, the said Covy Vennaygum alias Perry Iyah Moodelliar was in fact as much Bound for the Engagement of the said Kistnah Roya in the Hamildarship as he the said Kistnah Roya Openly appeared to be, by being concerned therein in Copartnership jointly with the said Covy Vennaygum Alias Perry Iyah Moodelliar and the said Vencayah advanced considerable Sums of Money from time to time on Account of the said District of Poonamallee which were paid into the Circars Treasury in Consideration of which the said Covy Vennaygum and Vencayen had several persons in different Capacities under their Orders and Directions, together in, and Collect the Revenues thereof from time to time, towards themselves the Money they advanced, apparently only on Account of the said Kistnah Roya for the purpose aforesaid, but in fact as much on their Own Accounts, and these Defendants Shew towards Corroborating what they have before Setforth of the said Bond being presented to the Deceased, as if the same was made out in the Name of Thomas Welch and not in the Name of Robert Hughes (and for what reason it was so made out these Defendants Know not) that all and every the Transactions and Writings of Accounts and otherwise relating to the said Kistnah Roya and Covy Vennaygum alias Perry Iyah Moodelliar, relating to the said Hamildarship were

passed entered and Carried on in the Name of the said Thomas Welch, and Vencaya appeared only as his Gomastah Acting therein, that is as far as Regarded the Concerns of the said Kistna Roya and Covy Venaygum alias Perry Iyah Moodelliar and Vencayen and in this manner after having Collected the Revenues of the said District as aforesaid they pay themselves therewith the Moneys they had advanced on Account of the Circar at the Rate of twenty four ℘ Cent so that Really this Money Advanced or pretended to be Advanced by the said Covy Venaygum alias Perry Iyah Moodelliar to the Deceased, Was nothing less than an Anticipation of such Receipts which was thereafter to be made good with usury. These Defendants further Shew, that One Sath Gaddy Soubaroyah at the time of aforegoing matters happening was Chief mannager of the Company's Jaghear under the Circar but was discontinued from that Employ on or about the Seventeenth of December One Thousand Seven Hundred and Seventy Nine, and was Succeeded therein by One Ander Veer asawmy Iyengar upon which occasion the Aforenamed Vencaya settled Accounts with the said Kistnah Roya Respecting the Renter ship of Pennamallee as Aforesaid, and the Sum of Money Advanced by him and the said Covy Venaygum alias Perry Iyah Moodeliar as aforesaid, in which was involved the Aforesaid Sum of Two Thousand Pagodas for which the said Testator had been led to think and believe he had given a Bond in the Name of the said Thomas Welch instead of the said Robert Hughes, and the said Vencayen prevailed upon or procured the said Kistna Royah to sign the said Accounts Settled, in the Manner before said by the said Vencayen, and as it was Necessary to get the said Accounts Counter signed by the Aforementioned Sett Goddy Soobaroyah the former manager of the said Jaghear, the said Accounts were likewise produced and shewn to him the said Sett Goddy Soobaroyah for that intent and purpose, and who did Accordingly Sign and Attest the same in the Name of Mr Thomas Welch for the Reasons and upon the Agreements aforesaid, and these Defendants Shew that the Balance which appeared by the said Accounts to be due unto the said Thomas Welch from the said Kistnah Royah Amounted to the Sum of Thirteen Thousand four Hundred and Eighty Pagodas Seven fanams and Ten Cash, That is to say One Bond Dated the first July One Thousand Seven Hundred and Seventy Nine for Five Thousand Pagodas, One Bond Dated first September One Thousand Seven hundred and Seventy Nine for Two Thousand Pagodas One Bond Dated first of October One Thousand Seven Hundred and Seventy Nine for Two Thousand Pagodas, which Sums of Money were all Calculated at and after the Rate of twenty four ℘ Cent, in the Accounts with the Circar, by which they were made

to

to Amount together untill the Seventeenth Day of December One
Thousand Seven hundred and Seventy Nine aforesaid to the Sum
of Nine Thousand Eighth Hundred and One Pagodas forty four fanams
and forty Cash likewise the Sum of Money on the present Bond
mean in dispute was also Carried to the Credit of the said Account
To Wich Two Thousand Pagodas (which Bond these Defendants
have before observed the Deceased was led to believe was drawn out
in the Name of the said Thomas Welch) together with Interest at
twenty four p.ct from the date thereof unto the said Seventeenth
day of December One Thousand Seven hundred and Seventy Nine
making the Sum of Two Thousand One hundred and forty Nine
Pagodas Fifteen fanams and Sixty Cash, also two other Bonds in favor
of Cashavah Mootelly One dated Tenth October One Thousand
Seven hundred and Seventy Nine for One Thousand Pagodas and
another for four Hundred Pagodas which were also Carried to the
debit of the Crown with Interest at the rate of twenty four p.ct
making together One Thousand four Hundred and fifty six
Pagodas thirty Eight fanams & Sixty Cash Amounting in all together
principal and Interest to the aforesaid Sum of Thirteen Thousand
four Hundred and Eighty Pagodas Seven fanams and Ten Cash
and these Defendants Shew that the said Calculations were made
According to the Custom of the Circar which allows and admits of
the Interest of Twenty four p.ct and the said Accounts being
Signed

Signed and Attested by the said Seth. Gosby Sabergah the same
Lord before his Excellency the Nabob, who did grant the said Venkaya
Gomastah to the said Thomas Welch an Sungd. Naman or written order
under his Hand and Seal to the aforesaid Arabon Narrasaromy Iyengar
for the payment and discharge of the said Sum of Thirteen Thousand four
Hundred and Eight Pagodas Seven fanams and Ten Cash, which said
order he the said Arabon Narrasaromy Iyengar accepted and did grant
another Written order on Kistna Raja to pay the said Sum from the
Revenues of the Bomanadlu District as being so much due to the said
Thomas Welch and these Defendants further Shew, that he the said
Kistna Raja in Obedience and Conformity to the said Order Employed his own
People in Conjunction with those belonging to the said Venkaya, in collecting
and Receiving the Revenues of the said District of Bomanadlu, towards
paying off and discharging the said Balance of Thirteen Thousand four
Hundred and Eight Pagodas Seven fanams and Ten Cash and had very
soon collected the said Sum in full about the time that Hyderally
entered and invaded the Carnatick, to the Amount of Eleven Thousand
and four Hundred Pagodas and upwards, which these Defendants
are well able to ascertain from the following Letter written
to the Dewaun in his first time by the said Kistna Raja
which not only confirms the same but the Sundry
Matters and things hereinbefore Set forth, Copy whereof these
Defendants pray to Answer herewith for the Inspection of this Honble

Court as part of this their Answer the Original being in their these Defendants possession and Ready to be produced when Called, for, by which said Letter it appears that if any thing is owing upon the said Bond it is only a proportion of two Thousand Pagodas bears between the Sum of Eleven Thousand four Hundred and Eight Pagodas, to the Sum of Thirteen Thousand four Hundred and Eight Pagodas, that proportion upon the Sum of Two Thousand Pagodas having been Received, as the Sum of Eleven Thousand four Hundred and Eight Pagodas, bare to the whole sum owing to Wit the Sum of thirteen Thousand four Hundred and Eight Pagodas These Defendants in further Confirmation of the aforegoing matters say that some time about the Tenth of the Month of August One Thousand Seven Hundred and Eighty a person Came in the Name of the said Cory Venaygum Alias Perry Iyah Moodelly, to Request on his behalf the Loan of the Sum of Two hundred and fifty Pagodas, pretending that he the said Cory Venaygum Alias Perry Iyah Moodelly, was in great want of Cash, which said Sum of Two hundred and fifty Pagodas, he the said Deceased did sent to him the said Cory Venaygum Alias Perry Iyah Moodelly, who in Return stead of Sending the deceased a Bond or Obligation or a Note of hand for the said Sum did Send him a Receipt for the Same therein Acknowledging to have Received the said Sum of Two Hundred

and

and fifty Pagodas on Account of Interest on his the said Deceased's of two Thousand Pagodas in favor of the said Mr Thomas Welch, A[illegible] lation of which said Receipt is hereunder annexed for the Inspection this Honble Court, which they pray may be admitted as part of th[illegible] their Answer, the Original being in their Possession Ready to produced when duely Called for, these Defendants shew that a[illegible] the said artifices of the said Cory Venaygum Alias Perry Iy[illegible] Moodelliar and Vencaya, the Deceased hoped he would have be[illegible] able to have Settled with them in due time and to have made [illegible] imposition they had practised upon him to appear in its proper light, but the then depending troubles at that time, did not pe[illegible] mit him availing himself of that act of Justice, which they these Defendants are left to do after his decease, in the person of One they never before Knew of to Wit the said Iyapah, who ha[illegible] illegally assumed to himself the Title of Complainant in th[illegible] Cause, and who these Defendants have Reason to believe, had [illegible] hand, equally Active in the whole of this unjust and unwar[illegible] table transaction. For these Defendants shew that they were well acquainted with the dealings and transactions of the Deceased in his life time, the one being his Son and the other h[illegible] Brother, and they never Knew nor heard him mention any Circum[illegible] tance of the Bond in Question, but as they have Represented the the same, that he hath often mentioned the said Bond to have

been given in the Name of Mr Thomas Melch, but never a Word of a
Bond given to Mr Robert Hughes and they firmly believe
that he died in ignorance as to have ever given such a Bond
always believing that the said Bond was given in the Name
of Thomas Melch, as he declared a few Hours before he died, but
these Defendants Shew that about the fourth day of Decem-
ber One Thousand Seven hundred and Eighty he Received a Note
from the said Robert Hughes demanding of them payment of the
aforesaid Bond, which these Defendants verily believe was done
at the Instance of the said Tygapah, who they believe
hath come to the possession of the said Bond by
some under hand and unfair means, because they do not
believe that the said Robert Hughes ever saw the said Bond
or believed that he had any Interest therein Copy of which
Note is hereunto Annexed for the Inspection of this Honble
Court which these Defendants pray may be admitted as part of
this their Answer, to which note the Deceased gave for Answer
that he never Knew he had given a Bond in the Name of
the said Robert Hughes but that he had given One in the
Name of the said Thomas Melch and that he had
never before heard the Name of the said Robert Hughes
therein and therefore had nothing to do with that Gentleman These
Defendants further Shew that all they Know further of
the said Matter of the said Robert Hughes demanding the
said Money is that about fifteen Days after One Mellington
Concerning to Mr Charles Bromley One of the Attorneys
of this Honble Court came to the Deceased and Demanded

payment of the said Pretended Bond or Answer whereunto the
Deceased in pursuance thereof what he had before given in Answer to the
said pretended note from the said Mr Robert Hughes and these
Defendants say that it is not likely the said Robert Hughes or
any Person or Persons interested in the said Bond, would if he or they
had not Known that he or they had not any title to Receive the same
that they would have suffered the same to Remain so long unpaid
and un[illegible] for it is certain that the said Robert Hughes
Knew that he was not interested therein and those who were in possession
thereof Knew they were not entitled to demand it and it appears
strange / that is a demonstrative Conviction that such Right did
not exist in any One / that the said Tygapah if he had any Right
Should only endeavour to avail himself of it untill after the
Death of the said Deceased The truth of the said Matter
will further brought to light by the pretended Assignment of the
said Bond to Tygapah the Demand being in December One
Thousand Seven Hundred and Eighty and the Assignment
in August in the said Year, Nevertheless this unaccountable
Conduct is preserved in the present Action by the same being
Commenced in the Name of the said Tygapah in the first
Instance or Complainant and by any further Answer these
Defendants may shew unto which they be by this Honble Court required
Require the same in preparing the Deceased to Execute a Bond

been given in the Name of Mr Thomas Welch but never a Word of a
Bond given to Mr Robert Hughes and they jointly believe
that he died in ignorance as to have ever given such a Bond
always believing that the said Bond was given in the Name
of Thomas Welch as he declared a few hours before he died but
these Defendants Shew that about the fourth day of Decem-
-ber One Thousand Seven hundred and Eighty he received a Note
from the said Robert Hughes demanding of him payment of the
aforesaid Bond, which this Defendants verily believe was done
at the Instance of the said Tayapark, who they believe
hath come to the possession of the said Bond by
some under hand and unfair means, because they do not
believe that the said Robert Hughes ever saw the said Bond
or believed that he had any Interest therein Copy of which
Note is hereunto Annexed for the Inspection of this Honble
Court which these Defendants pray may be admitted as part of
this their Answer, to which note the Deceased gave for Answer
that he never Knew he had given a Bond in the Name of
the said Robert Hughes but that he had given One in the
Name of the said Thomas Welch and that he had
never before heard the Name of the said Robert Hughes
thereon and therefore had nothing to do with that Gentleman These
Defendants further Shew that all they Know further of
the said Matter of the said Robert Hughes demanding the
said Money is that about fifteen Days after One Millington
Concerning to Mr Charles Bromley One of the Attorneys
of this Honble Court came to the Deceased and Demanded
Payment

payment of the said Pretended Bond in Answer whereunto the
Deceased informed him of what he had before given in Answer to the
said pretended note from the said Mr Robert Hughes and these
Defendants say that if is not to Rely the said Robert Hughes or
any Person or Persons interested in the said Bond, would, if he or they
had not Known that he or they had not any title to Receive the same
that they would have Suffered the same to Remain so long unpaid
and as it is certain that the said Robert Hughes
Knew he was not interested therein, and those who were in possession
thereof Knew they were not entitled to demand it and disappears
strange / does is a demonstrative Conviction that such Right did
not exist in any One / that the said Tayapark if he had any Right
Should only endeavor to avoid himself of it until after the
Death of the said Deceased The truth of the said Matter is
still further brought to light by the pretended Assignment of the
said Bond to Tayapark the Demand being on December One
Thousand Seven Hundred and Eighty, and the Assignment
in August in the said Year, Nevertheless this unreasonable
Conduct is preserved in the present Action by the same being
Commenced in the Name of the said Tayapark in the first
Instance or Complainant and by way of further Answer these
Defendants say that in what ever light this Honble Court may
regard the deed in procuring the Deceased to Execute a Bond

assured the intent of Receiving and accepting the said Bond hath been evidently Answered and Compleated by the payment and discharge thereof in the Manner before Related and Setforth, which these Defendants hope in due time to prove, and these Defendants further say that the deceased did frequently in his life time Complain of the illusage of the said Kistna Roya the said Cevy Venaygum Alias Perry Iyah Moodelliar and of the said Vencayan the former of which two were almost always absent from Madras, and that he had also frequently demanded of them the delivering of his said Bond.

All which Matters and things these Defendants are ready and willing to aver maintain and prove as this Honble Court shall direct and most humbly pray to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained.

H. J. Dupuy
Atty for Defendt

Translation of a Letter written in a Paper from Kistnah Royer with his Blessing to Ranjestree Moodro Moodelliar

I am in good and Perfect State of Helth, untill the 22nd Muse Year Called Saurvedy or 2nd March 1784 and I hope you will write to me of your Health and Welfare

I have perused the Contents of your Letter and understand the whole you tell me therein that Vencaya and Perry Iyah Moodelly propose to put you in Court for the Amount of the Bond through the means of an European, and that you have Received a Chitt to that Effect I have in the presence of your Gomastah Moodulinga Moodelliar promise to pay the Money through the means of Vencaya and I engaged to deliver up your Bond you have granted the Bond to the said Perry Iyah Moodelliar in the Name of Mr Thomas Welch, and they have also Carried on their dealings in the Name of the said Mr Thomas Welch therefore during the time and to the end of Soubroys Rentership about your Pagodas 2000 Vencaya and Perry Iyah Moodelliar's Pagodas 9000 and Casava Moodelliar 1400 Pagodas making in all Principal Pagodas 12,400 Interest thereon Pagodas 1008 and add Amounting in the whole Pagodas 13,408 and odd for this Sum an Innayet Namah or Order being produced and obtained in the Name of Mr Thomas Welch and from that a Tanaka or Order being received and by Vertue of which Ten Thousand & Eight Pagodas were Collected through the means of Vencaya, and One Thousand and four Hundred Pagodas through the means of Casava Moodelliar by way of Izara or Rent making in all Eleven Thousand four Hundred and Eight Pagodas and odd being Collected and Received by them a Contribution whereof

you ought to have Credit on the Bond granted by you and which Vencaya Engaged to do, For the Remainder of the Balance, after the present trouble is ever and as soon as I get myself a little better of my Health I shall Come to Madras and give Satisfaction Concerning this Money you will wait on the said Rajeestree Vencaya and Perry Iyah Moodelliar, Speak to them and get them to endorse or Credit you for your Contribution on your said Bond, as I am not well, I got my Pelliandam (meaning Son to draw this Letter in which I have Signed and Sent it to you — You need not be uneasy for your Money which you will procure —

(Signed) (3)

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

Soobareyam
Interpr.

True Copy

H. J. Du Puy
Atty Defendt.

Translation of a Receipt Dated the 10th August 1780 —

An Account of Two Thousand Pagodas Bond that was granted by Bordoor Moodu Moodelliar in the Name of Mr. Thomas Welch, this Day I Cory Venayagum Received for an Account of Interest the Sum of 250 Pagodas, which Sum of two hundred and fifty Pagodas was paid in my hand, thus drawn and Signed by Cory Venayagen —

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

Soobareyam
Interpr.

True Copy

H. J. Du Puy
Atty Defendt.

Moodu

I am Repeatedly put off in Payment of your Bond I am now to acquaint you that I will wait no longer than a Day or two and if not paid in that time shall proceed against you as the Law directs —

Robert Hughes
4th December 1790 —

True Copy

H. J. Du Puy
Atty Defendt.

Filed 20th July 1784.

The Amended Replication of Tayapah Moodelliar of Madras Inhabitant by his Attorney William Lewcock of the same place Complainant to the joint and Several Plea and Amended Answer of Chedambara Moodelliar and Yeroosappen Executors Named in the last Will and Testament of Boothoor Moodoo Moodeliar Deceased Defendants.

This Repliant by his said Attorney now and at all times hereafter Saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception that may hereafter be had or taken to the many Errors uncertainties and manifest Insufficiencies and imperfections in the Defendants said Joint and Several Plea and Amended Answer Contained for Replication thereunto or into so much thereof as he this Repliant is advised is material for him to Reply unto He this Repliant doth by his said Attorney Reply and say that his Bill of Complaint and all and Singular the matters and things therein Contained are good true Certain and Sufficient in the Law to be Answered unto in such sort manner and form as the same are therein and thereby Setforth stated and alledged and that the joint and Several Plea and Amended Answer of the said Defendants is very uncertain Evasive and insufficient and this Repliant by his said Attorney saith that he denies the several matters and things Contained in the said joint and Several Plea and Amended Answer or doth the same Relate to him or in any manner affect the Claim of this Repliant and that the same are impertinent and foreign to the Point or matter in Question for this Repliant saith that he advanced and paid the Money to Boothoor Moodoo Moodelliar in his life time for the Bond in Question whereby the Property and title in and to the said Bond was in this Repliant and the Name of Robert Hughes Esquire by his Express Permission and Assent put into the Bond after the Custom of the Country this Repliant being the Dubash to the said Robert Hughes Esquire had full Liberty and Permission to use his said Masters Name as and by way of a Sanction or Security to him this Repliant which fact and Circumstance was well Known and Assented to by the said Boothoor Moodoo Moodeliar when he Received the Money from this Repliant which he also well Knew to be the absolute Right and Property of this Repliant and not of his said Masters Robert Hughes Esquire all which Circumstances this Repliant will in due time prove to the Satisfaction of this Hon'ble Court and doubt not but his Right will be Established in and to the said Bond and the Power of Assigning the Money

Filed 20th July 1784.

The Amended Replication of Jayapah Moodelliar of Madras Inhabitant by his Attorney William Lewcock of the same place Complainant to the joint and Several Plea and Amended Answer of Chedambara Moodelliar and Yerorsappen Executors Named in the last Will and Testament of Boothoor Moodoo Moodeliar Deceased Defendants.

This Repliant by his said Attorney now and at all times hereafter Saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception that may hereafter be had or taken to the many Errors uncertainties and manifest Insufficiencies and imperfections in the Defendants said Joint and Several Plea and Amended Answer Contained for Replication thereunto or into so much thereof as he this Repliant is advised is material for him to Reply unto He this Repliant doth by his said Attorney Reply and say that his Bill of Complaint and all and Singular the matters and things therein Contained are good true Certain and Sufficient in the Law to be Answered unto in such sort manner and form as the same are therein and thereby Setforth stated and alledged and that the joint and Several Plea and Amended Answer of the said Defendants is very uncertain Evasive and insufficient and this Repliant by his said Attorney saith that he denies the several matters and things Contained in the said joint and Several Plea and Amended Answer or doth the same Relate to him or in any manner affect the Claim of this Repliant and that the same are impertinent and foreign to the Point or matter in Question for this Repliant saith that he advanced and paid the Money to Boothoor Moodoo Moodelliar in his life time for the Bond in Question whereby the Property and title in and to the said Bond was in this Repliant and the Name of Robert Hughes Esquire by his Express Permission and Assent put into the Bond after the Custom of the Country this Repliant being the Dubash to the said Robert Hughes Esquire had full Liberty and Permission to use his said Masters Name as and by way of a Sanction or Security to him this Repliant which fact and Circumstance was well Known and Assented to by the said Boothoor Moodoo Moodeliar when he Received the Money from this Repliant which he also well Knew to be the absolute Right and Property of this Repliant and not of his said Masters Robert Hughes Esquire all which Circumstances this Repliant will in due time prove to the Satisfaction of this Hon'ble Court and doubt not but his Right will be Established in and to the said Bond and the Power of Assigning the Money

due thereupon notwithstanding any thing the said Boothoor Moodoo Moodelliar Pleaded or stated to the Contrary in and by their said joint and Several Plea and Amended Answer - And this Repliant further saith that he doubts not but the open and fair manner in which he hath Submitted his Claim to the judgement and Determination of this Honble Court against the said Defendants as Executors as aforesaid with Produce the desired Effect and prove the means of offering this Repliant the Relief sought for - in and by his said Bill of Complaint the full and Clear declaration of the said Robert Hughes Esquire Regarding the Property of the said Bond or written obligation and the Money due thereupon being vested in and the absolute Property of this Repliant he this Repliant humbly Conceives and hopes will prove sufficient to Establish the Claim of this Repliant before this Honble Court as a Court of Equity - a true Copy of which declaration is Annexed to this Repliants Bill of Complaint from the Original in this Repliants Possession in the Proper hand writing of the said Robert Hughes Esquire - which Evidently shews the Transaction which mode of Transacting Business in this Part of the World being well Known to the Judges of this Honble Court - he this Repliant humbly begs leave to Submit the same to their Judgement and Rely upon their Equitable Decision for Recovery of his Money Advanced

and

and lent unto the Deceased Boothoor Moodoo Moodelliar at his Especial instance and Request in the time of his great need for Money - ner can this Repliant by his said Attorney Suppose it well materially affect or injure his Claim in a Court of Equity whether his Suit is Commenced and prosecuted in the Name of Tayapah Moodelliar by his Attorney William Lewcock or if it was in the Name of Robert Hughes by his Attorney Tayapah by his Attorney William Lewcock as is pretended by the Defendants if the Transaction whereupon the Suit is Commenced was fair and just which this Repliant by his said Attorney Averreth to be the case and that the Money is justly due and owing from the Estate of the Deceased unto this Repliant in manner and form as stated and Shewn in and by this Repliants Bill of Complaint and Exhibits together with Lawful Interest at and after the rate of Twelve ℘ Cent ℘ Annum and not Twenty - four ℘ Cent as is unjustly stated and Charged in the Defendants said joint and Several Plea and Amended Answer and this Repliant by his said Attorney further saith that he hath not Charged or doth he Consider the Defendants as Executors further Answerable or liable to pay the Debts of the Deceased further than the Effects of the Deceased which come to their hands Custody or Possession Extent and the Law will oblige them but as this Repliant hath every Reason to Conceive that the Estate of the said Boothoor Moodoo Moodelliar Deceased is Solvent and that the Defendants as Executors thereof have fully and Sufficiently possessed themselves

of

of assets and Effects to Pay of and Satisfie all Just Debts dues and Demands against the said Estate it would have been more to the Credit of the said Defendants as Executors to have taken up and discharged the Bond or written Obligation to this Repliant than to have set up or Attempted such a Laboured and Evasive Plea & Answer as they have done against the Just Demand of this Repliant in Order to harrass dismay aggrieve discourage and vex this Repliant Litigiously and unjustly and this Repliant by his said Attorney further saith that the Contradictory and Evasive mode of Pleading used by the Defendants as Executors is altogether new and Contrary to Reason or any Rules of Practise followed or Observed in any Courts of Law or Equity for the said Executors admit that the Deceased his Name is duly Subscribed in his proper hand writing to the said Bond or written Obligation Which is Sufficient to Establish the Right of Action in the holder of the Bond it being a Specially the possession thereof Entitles the holder to such a Right and Interest therein as all the Arguments and long Spun Narratives of the Defendants will not by the Rules of Law and Equity be able to Annul without discharging the Obligation by payment of the Debts the holder of the said Bond or Written Obligation together with Lawful Interest and Costs how absurd and Contradictory to the Principles Which ought to Actuate

every

every honest Man are the insinuations or charges of the Defendants in their said joint and Several Plea and Amended Answer wherein immediately after Admitting the Signature of the Deceased to be in his Proper hand writing Subscribed to the said Bond or written Obligation in Question they say that they do not admit that the said Robert Hughes on the Twenty fifth day of August One Thousand Seven Hundred and Eighty at Fort Saint George or Else where for any Good or other Consideration did fully and Effectually or otherwise assign Transfer and Set over unto the said Complainant the said Bond or Obligation on the Contrary these Defendants say the whole of the said Tyapah's Bill of Complaint is an unjust and unfair Action worked and Contrived by him and his Attorney for the Purpose of wronging the Estate of the Deceased as the said Tyapah will Knows from which unfair and false Charges and Suggestions the Defendants would impress this Hon'ble Court with the Idea that no Consideration was ever paid for the Bond or written Obligation that the said Robert Hughes Esquire must have been Assisting aiding and abetting this Repliant in the Commission of fraudulent Practices and that the Attorney of this Repliant was an agent for the furtherance of a shame to obtain Money under fala Pretences in short it appears that the said Defendants Consider all Men Knaves but themselves and

wish

wish to be believed, although they unfortunately labour under very
unfavourable Circumstances and Subject themselves to the Stigma so
Elaborately bestowed upon this Repliant the said Robert Hughes and
the Attorney of this Repliant by attempting to Evade the Pay-
ment of a just Debt which they Cannot deny or Refute by any just
or honest Plea for this Repliant by his said Attorney further saith that
he solemnly Averreth that his Demand is a just and honest One that
his for good and valuable Consideration for the Cash advanced
and now unpaid or any Part of it all which this Repliant by
his said Attorney will in due time fully and Clearly Prove and
Establish Notwithstanding the many Illiberal and unjust
insinuations and Charges In the said Defendants joint and
Several Plea and Amended Answer to the Contrary Con-
tained and Setforth And this Repliant by his said Attorney
further saith that he hath nothing to do with the long detail
or Narrative of Transactions introduced and stated in the said
Several Plea and Ammended Answer of the said Defendants
Relative to the Connections or Transactions said to have
existed or been Transacted between the Deceased Brothers
Mordeo Mordelloi on his life time and Thomas Welch
Esqr Rishash Raja Coxy Venayagum alias Barry Lyal
Mordelloi and many other Persons mentioned and stated in
the joint and Several Plea and Amended Answer of the said
Defendants

Defendants but that the whole and every part thereof is impertinent
irrelevant ... improper and by no means Regard the matter in Dispute
and therefore this Repliant by his said Attorney humbly Submits to the
judgement of this Honble Court if the said Narrative or detail and
every Part thereof ought not be Struck out and Expunged from the
Records of this Honble Court for this Repliant by his said Attorney
saith that the Matter in Dispute is Simply whether the said
Defendants as Executors of the Deceased Brothers Mordeo Mordelloi
were are not bound to pay and discharge out of the Estate of the
Deceased the Bond or written Obligation due and Owing unto
this Repliant for Money actually and Bonafide Advanced and
Lent unto the Deceased in his Life time on his great need and distress
and at his Especial Instance and Request for Securing the Repay
ment of which the Bond or written Obligation was given freely
and voluntarily and not Attained Coercively or unfairly in the
manner Suggested and Charged by the said Defendants in their
said Several Plea and Amended Answer and this Repliant by
his said Attorney further saith that he hath nothing to do with
the Numerous or Remote Accounts or Accounts between the Parties mentioned in the said Several Plea and
Amended Answer of the Defendants and Thomas Welch Esquire
or whether the Deceased on the Tenth Day of August which
was in the Year of Our Lord One Thousand Seven hundred

and Eighty did pay or Lend any Person who is said to have ap-
plied to him in the Name of Cory Venaygum alias Perry Jyah
Moodelly for the Loan of Two Hundred and fifty Pagodas or whether
he Received or Accepted of a Receipt or a Bond for the same is Ridicu-
lous and impertinent and by no means concern or Relate unto the
matter in Question or Depending between this Repliant and
the Defendants as Executors as aforesaid And this Repliant
by his said Attorney further saith that it is Observable Low
Exact and Regular the Defendants are through out their Joint
and Several Plea and Amended Answer in Endeavouring to
Confuse and Perplex a Plain Clear Case by introducing and
Annexing Narrative of matters and things by no means applicable
or Relevant to the matter in Question Yet in some Parts of their
Defence they the said Defendants appear to have forgot what
they annexed Especially by annexing Copy of a Note from
Robert Hughes Demanding Payment of the Money due on the
Bond in Question which the Defendants Assent and Setforth in
their said Joint and Several Plea and Amended Answer was
delivered to the said Boothoor Moodoo Moodelliar on the fourth
Day of December in the Year of our Lord One Thousand Seven
Hundred and Eighty and although they acknowledge that
the same was from the said Robert Hughes Esqre yet they
have Impudence or ignorance to insinuate and assert at the

same time that they do not believe the said Robert Hughes
Ever saw the said Bond or Knew any thing of the matter and
attempt to Charge the said Robert Hughes Esquire with
having been Led by the Repliant to any thing Required Even to
undue and unfair purposes which this Repliant Submits to the
judgement of this Honble Court to determine upon and to those
who Know and are Acquainted with the Character and Conduct
of the said Robert Hughes Esquire and this Repliant doubts
not but the Censure Attempted to be drawn upon the Con-
duct of this Repliant and his late Worthy Master the said
Robert Hughes Esquire will Revert back with redoubled
force upon the Defendants nor has this Repliant a Doubt
but upon a full and Clear Investigation of the Merits of his
Cause that this Honble Court will Consider him fully and
Clearly Entitled to the Relief sought for and to a Decree for
the Payment of his just Debt Interest and Costs And this
Repliant by his said Attorney further saith that as to any other
matter or thing in the Defendants said Joint and Several
Plea and Amended Answer that he hath not by his said Attry
fully Replied unto the same is irregular impertinent insuffi-
cient and immaterial for him this Repliant by his said
Attorney to make any other or further Replication unto

All which matters and things the

Repliant by his said Attorney 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.

Edward Ellis
Attorney for the Repliant

Filed 31st August 1784.

The General Rejoinder of Chedambara Moodelliar and Yeroosappen Executors named in the last Will and Testament of Boodoor Moodoo Moodeliar Deceased Defendants to the Amended Replication of Tayapah Moodelliar by his Attorney William Lewcock Complainant

These Defendants now and at all times hereafter saving and reserving to themselves all manner of Benefit and Advantage of Exception to the Incertainty and Insufficiency of the said Amended Replication for Rejoinder say that these Defendants said joint and several Plea and Amended Answer is true Certain and sufficient in the Law to be Replied and say as in and by their said Joint and Several Plea and amended Answer they have already said, and do, and will aver maintain all and every thing and things therein to be true and Certain, in such manner as therein is alledged and Expressed and these Defendants also say that the said Amended Replication of the said Complainant is uncertain and insufficient in the Law to be Rejoined unto by the said Defendants, for divers defects and Imperfections therein Contained

All which matter these Defendants are ready to aver and prove, as this Honble Court shall award, and therefore pray as before in their said Joint and Several Plea and Amended Answer they have already prayed.

H. J. Du Puy
Att^y Defend^t

Witnesses Names
Chengleroyen
Cody Venayagam alias
Perryah Iyah Moodelly
Iyah Sawmy
Robert Hughes Esquire

Interrogatories to be Administered to such Witnesses as shall be Produced, Sworn & Examined on the Part and Behalf of Tayapah Moodelliar by his Attorney William Lewcock Complainant, and Yeroosappen and Chedambaram Moodelly of Madras

1st Interrogatory
To all the Witnesses } Do you Know, or do you not Know the Parties Complainant and Defendants in the Title of these Interrogatories named, and did you Know Boothoor Moodoo Moodelliar in his Life time, If Yea? how Long have you so Known them, or either and which of them declare—

2d Interrogatory
To Chengleraygen } Look at the Paper Writing now produced and shewn to you at this the time of your Examination marked Letter A Is or is not the same a Bond given and granted by the said Boodoo Moodelliar to Mr Robert Hughes If Yea? what was the Amount mentioned in the said Bond is or is not the Name Chengleraygen Set and Subscribed thereto of your Proper Hand writing If Yea by whose desire and at whose Request did you Set and Subscribe your Name as a Witness thereto and was there any and what Sum or Sums of Money paid in Consequence to the said Boodoor Moodoo Moodelliar Set and Subscribed to the said Bond of his the said Boodoor Moodoo Moodelliar own Hand writing and was not the same Executed in your Presence, If Yea is or is not the Seal affixed to the said Bond of his the said Boodoor Moodoo Moodelliars own Seal the whole of these matters as you Know, have heard, or do believe, together with the Reasons of such your belief fully & particularly declare—

3d Interrogatory
To Covey Venayagam Alias
Perryah Iyah Moodelly } Did or did not Boothoor Moodoo Moodelliar the Person in the Title of these Interrogatories Named, Send some One or whom by Name to you, to procure the Loan of Two Thousand Pagodas— If Yea? when and at what time, and what was your Answer in Consequence, and did you or did you not Accordingly procure him the said Loan— If Yea? of whom did you so procure the same, was it from your Own private Property, or the Property of any other Person or Persons and whom by Name, and did or did not the said Boothoor Moodoo Moodelliar Request you to Intercede from the Person you so procured the said Loan, to allow him a time of five Months, for the Repayment of the said Sum he so borrowed or what other time or times he Requested, and upon what terms was the same Settled in whose Name was the said Bond drawn, and to whom Payable— Was the said Bond, or was it not at first sent to the said Boodoor Moodoo Moodelliar for his Perusal, and was, or was not the Money or the Consideration thereon mentioned, also sent with the said Bond, and did the said Boothoor Moodoo Moodelliar, or did he not Receive the same, and afterwards Execute and Return the said Bond to you, or to whom Else declare—

4th Interrogatory Did [illegible] Kistnah Royen or

any other Person or Persons, or whom by Name apply to you for the purpose of Lending and advancing him a Sum of Money, upon Boodoor Moodoo Moodeliar's Bond - And did you at any time or times, Agree to advance him or them any Sum or Sums of Money - And did you at any time or times and when send any Person or Persons and whom by Name with a Bond ready drawn for the Sum of Two Thousand Pagodas to the said Boothoor Moodoo Moodeliar for him to Execute the same Assuring him at the same time that the said Bond was in the Name of Thomas Welch Esquire, was you by any manner of means Concerned with the beforesaid Kistnah Royen in Partnership in the Hameldarship of the said Kistnah Royen, either Openly or privately - directly or indirectly Jointly with One Vincayen or any other Person, and whom by Name, and did you, and the said Vencayen or any other Person, at any time or times as Partners Advance any Sum or Sums of Money from time to time on Account of the District of Poonamally and was there any Person or Persons Employed by you or the said Vencayen or any One Else in the different Capacities under your Orders and Directions togather in, and Collect the Revenues thereof from time to time towards Paying yourselves the Money you advanced, and was the same on your own Account - or on Account of the said Vencayen or any other Person and was you by any other ways

or means Interested therein - or how otherwise Declare -

5th Interrogatory To Chengleroyen } Was you or was you not Some time ago, and when Employed by Boodoor Moodoo Moodelliar the Person in the Title of these Interrogatories named - If Yea in what Capacity was you so Employed - Was you or was you not present when a Bond was brought to the said Boodoor Moodoo Moodelliar to be Executed - If Yea who brought the same - and what were the Contents thereof, and did not the said Boodoor Moodoo Moodelliar first Read the same, and was not the Contents thereof, and Reasons given for the same afterwards Explained to him by some Person or Persons - and whom by Name, the whole of these Matters as you Know have heard, or do believe, fully and particularly Declare -

6th Interrogatory To Iyah Sawmy } Look at the Paper Writing now Produced and Shewn to you at this the time of your Examination marked with the Letter A Purporting to be a Bond given or Entered into - Was or was not the Contents thereof Explained to and fully understood by the Person whose Name is thereunto Subscribed and affixed before he Executed the same what value or Consideration was paid, or given for the same, and by whom, or for whose Interest on Account - The whole Circumstances Attending this Transaction Relate and particularly Setforth and Explain to the best of your Knowledge, Remembrance Information or Belief, together with your Reasons for such

your

your Belief and the whole truth Declare.—

7th Interrogatory
To Robert Hughes Esqre } Are you or are you not Interested in the Event or Denomination of the present suit between the Complainant and Defendants in the Title of these Interrogatories Named If Yea in what manner, to what Amount or Purport, the truth Declare.—

8th Interrogatory
To Ditto } Look at the Paper Writing now Produced and Shewn to you at this the time of your Examination Marked B is the Signature thereto Subscribed of your proper Hand Writing If Yea for what purpose, or with what Intent did you Execute or Sign the said Paper Writing, did you, or did you not intended the same, as and for a Legal and full assignment of the Bond, or written Obligation therein mensioned and described, or how otherwise, the whole Circumstances Relative thereto, fully Setforth and Explain, and the truth Declare.—

Last Interrogatory
To all the Witnesses } Do you Know of any other matter or thing or have you heard, or can you setforth any thing touching the Matters in Question in this Cause, that may tend to the benefit or advantage of the Complainant If Yea Declare the same as you Know, have heard, or do believe, together with the Reasons for such your Belief as fully and particularly as you had been thereunto particularly Interrogated and the truth Declare

Edward Ellis
Attly for the Compt.

Know all Men by these Presents, that I Boodoor Moodoo Moodelliar of Madras Inhabitant am held and firmly bound unto Robert Hughes Esqre in the Penal Sum of four Thousand Star Pagodas to the Payment whereof well and truely to be made to the said Robert Hughes Esqre 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 Saint George this twenty fifth Day of August in the Year One Thousand Seven hundred and Seventy Nine.—

Pagd 4000/2000

Whereas the above bound Boothoor Moodoo Moodelliar hath borrowed and Received of the abovenamed Robert Hughes Esquire the full and just Sum of Two Thousand Star Pagodas to Run at Interest at the rate of twelve pr Cent pr Annum Payable in five Months.—

Now the Condition of this Obligation is such, that if the above bound Boothoor Moodoo Moodelliar his Heirs, Executors, Administrators, or Assigns, shall well and truely pay or Cause to be paid unto Robert Hughes Esqre his Heirs Executors Administrators, or Assigns, the full and just Sum of Two Thousand Star

Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be void of no Effect otherwise to Continue in full force and Virtue.—

[illegible]

(L. S.)

Signed Sealed and Delivered
where no Stamp'd Paper is to be had
in the Presence of

[illegible]

[illegible]

I Boothor Moodoo Moodelliar Bond for 200 Pagodas which payable in five Months Dated the 25th August 1779.—

In the Cause — Tayapah by his Attorney William Lewcock vers Chedambaram Moodelly and Yeroosapen Executors of Boothoor Moodoo Moodelly Deceased.—

Edward Ellis
Atty for the Compt.

This Exhibit Marked A was Shewn to Chenglerayen and Iyah Sawmy 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 Madrasputnam wherein the said Tyapah Moodelly by his Attorney William Lewcock is Complainants and Yeroosapen and Chedambaram Moodelly are Defendants on the 29th Decr 87 and 11th July Anno Domini 1788.—

Thos Chase
Exr

I Robert Hughes do hereby make Over to Tyapah for valuable Consideration now received of him all my Right and Title to an Obligation Granted to me by Boothoor Moodoo Moodelliar of Madras Inhabitant bearing date the twenty fifth day of August in the Year One Thousand Seven hundred and Seventy Nine for the full and Just sum of two Thousand Current Pagodas with all such Interest as now is or shall hereafter become Due therein Witness my hand in Fort Saint George this twenty fifth day of August One Thousand Seven Hundred and Eighty.—

Robert Hughes

In the Cause Tayapah by his Attorney William Lewcock vers Chedambaram Moodelly and Yeroosapen Executors of Boothoor Moodoo Moodelliar Deceased

Edward Ellis
Atty for the Compt.

This

This Exhibit Marked B was Shewn to Mr. Robert Hughes at the time of his Examination before me on the Part of the Complainant In a Certain Cause now depending In the Hon'ble the Mayors Court at Madraspatnam wherein the said Tayapah Moodelly by his Attorney William Lewcock is Complainant and Yeroosappen and Chedambaram Moodelly are Defendants on the 5th Day of January Anno Domini 1788.

Tho. Chase
Ex.

Mayors Court at Madraspatnam

Between Tayapah Moodelliar by his Attorney William Lewcock Complainant and Yeroosappen and Chedambaram Moodelly of Madras Merchants Defendants On the Part of the Complainant

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

Chinglerayen a Conicoply an Inhabitant of the Black Town of Madras in the East Indies Aged forty Seven Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the twenty Ninth Day of December One Thousand Seven hundred and Eighty Seven Sigified at the Office of Mr. Henry Duchey who is Attorney for the Defendants by One of my Servants 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 he this Deponent saith he does Know Tayapah Moodelliar by his Attorney William Lewcock the Complainant in the Title of these Interrogatories named and has so Known him the said Complainant in the Title of these Interrogatories, named from his Infancy This Deponent saith he does Know Yeroosappen One of the Defendants in the Title of these Interrogatories Named and that he does also Know Cheddambaram Moodely the other Defendant in the Title of these Interrogatories Named this Deponent saith he has Known them the said Defendants in the Title of these Interrogatories named for the Space of thirty Years or thereabouts and more he this Deponent saith not to this first Interrogatory.

2nd To the Second Interrogatory he this Deponent saith that he has Looked at the Paper Exhibit marked Letter A. now Shewn and produced to him the said Deponent at this the time of his this said Deponents Examination and he this said Deponent saith that the said Paper Exhibit marked with the Letter A purporting to be a Bond given by the said Boodoor Moodoo Moodelliar to Mr. Robert Hughes is the same Bond as was given and Granted by him

him the said Boodoor Moodoo Moodelliar to the said Mr Robert Hughes this Deponent saith that the Amount mentioned in the said Bond so given and granted to the said Mr Robert Hughes, by the said Boodoor Moodoo Moodelliar is two Thousand Star Pagodas — the this Deponent saith that the Name Chingleroyen do set and Subscribed thereto as a Witness to the said Bond so given by Boodoor Moodoo Moodelliar to the said Mr Robert Hughes is of his this said Deponents own and proper hand writing this Deponent saith he did set and Subscribe his Name as a Witness to the said Bond so granted by Boothoor Moodoo Moodelliar to Mr Robert Hughes by the Express and particular desire and Request of him the said Boodoor Moodoo Moodelliar — He this said Deponent saith he does not know that any Sum or Sums of Money was or were in Consequence of the said Bond paid to him the said Boothoor Moodoo Moodelliar He this said Deponent saith that the Name of Boodoor Moodoo Moodelliar so set and Subscribed to the said Bond so given and granted by him the said Boodoor Moodoo Moodelliar, is of his the said Boodoor Moodoo Moodelliar own hand writing He this said Deponent saith that the said Bond so given and granted by him the said Boothoor Moodoo Moodelliar to him the said Mr Robert Hughes was Executed in his this said Deponents presence. He this said Deponent saith that the Seal so Affixed to the said Bond so given and granted by him the said Boodoor Moodoo Moodelliar to him the said Mr Robert Hughes is the Seal of him the said Boodoor Moodoo Moodelliar and more he this Deponent saith not to this Second Interrogatory —

5th To the fifth Interrogatory he this Deponent saith that he this Deponent was some time ago Employed by Boodoor Moodoo Moodelliar the Person in the Title of these Interrogatories named this Deponent saith he was so Employed by the said Boodoor Moodoo Moodelliar the Person in the Title of these Interrogs named, about Six Months before Hyder Ally entered the Carnatic This Deponent saith he was so Employed by him the said Boodoor Moodoo Moodelliar the Person in the Title of these Interrogs named on the Capacity of Conicoply this Deponent saith he was present when a Bond was brought to him the said Boodoor Moodoo Moodelliar the Person in the Title of these Interrogatories named to be Executed this Deponent saith the said Bond was brought to the said Boothoor Moodoo Moodelliar by the People belonging to Tayapah Moodelliar the Complainant in the Title of these Interrogatories named this Deponent saith that the Contents of the said Bond so brought to the said Boodoor Moodoo Moodelliar by the People belonging to the said Complainant in the title of these Interrogatories named were that he the said Boodoor Moodoo Moodelliar

Moodelliar had borrowed and Received of the Complainant in the Title of these Interrogatories named the Sum of two Thousand Star Pagodas — this Deponent saith that he the said Boodoor Moodoo Moodelliar did desire him this Deponent to Read and peruse the said Bond so brought to him by the People belonging to the Complainant in the Title of these Interrogatories named this Deponent saith he did Explain to him the said Boothoor Moodoo Moodelliar the Contents of the said Bond which had been so brought to him by the People belonging to the said Complainant in the Title of these Interrogatories named and more he this Deponent saith not to this fifth Interrogatory.—

To the Last Interrogatory he this said Deponent saith he does not Know of nor has he this said Deponent heard of nor can he this said Deponent setforth any other matter or thing touching the matters in question in this Cause that can any way tend to the benefit or be of the Least advantage to the Complainant in title of these Interrogs named and more he this said Deponent saith to this or to the Last Interrogatory.

[illegible]

T. Chase

Exr.

Mayors

Mayors Court at Madraspatnam

Between Jayapah Moodelliar by his Attorney William Lewcock Complainant, and Yerooappen and Cheddambaram Moodelly of Madras Merchants Defendants.—

On the Part of the Complainant

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

Covey Venayagam Alias Perryah Iyah Moodelly a Renter an Inhabitant 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 twenty first Day of May One thousand Seven Hundred and Eighty Eight Signified at the Office of Mr. Henry Du Puy who is Attorney for the Defendant by One of my Servants 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 he this Deponent saith he does Know Jayapah Moodelliar by his Attorney William Lewcock the Complainant in the Title of these Interrogatories Named and has so Known him the said Complainant in the Title of these Interrogatories named for the Space of twenty Seven Years or thereabouts This Deponent saith he does Know Yerooappen

and

and Cheddambaram Moodelly of Madras Merchant the Defendants in the Title of these Interrogatories named and has so Known them the said Defendants in the title of these Interrogatories named for the Space of twenty Years or thereabouts and More he this Deponent saith not to this first Interrogatory.

3rd To the third Interrogatory this Deponent saith that Boodoor Moodelliar did in the Year of Our Lord One Thousand Seven hundred and Seventy Nine Send his Conicoply Named Chengleroy to this Deponent to procure the Loan of two Thousand Star Pagodas that he told the said Conicoply he would exert his endeavours to procure the said Sum of Money and within the space of ten Days this Deponent did get the said Sum of Money from Tayapah Moodelly Dubash to Robert Hughes Esqr and that the said Boodoor Moodoo Moodelly Entered with this Deponent to procure five Months Credit with Tayapah Moodelly for the Repayment of the said Sum who at first Objected to so long a Period but after being much importuned Consented this matter being adjusted the Bond granted for the said Sum of two Thousand Pagodas was drawn out payable to Mr Hughes and in Mr Hughes Name, and it was then sent with the said Sum of Money to Boodoor Moodoo Moodelly for his perusal who detained the Money and Returned the Bond properly and fully Executed to Tayapah Moodelly and more this Deponent saith not to this third Interrogatory

4th To the fourth Interrogatory this Deponent saith neither Kistnah Rogen or any other Person whatever did ever apply to this Deponent for the purpose of Lending or advancing him a sum of Money upon Boodoor Moodoo Moodelly Bond nor did this Deponent ever agree to advance any Sum or Sums of Money on such Terms, nor did this Deponent ever Send a Bond of two Thousand Pagodas or any other Sum to Boodoor Moodoo Moodelly for him to Execute nor was this Deponent in any way whatever Concerned in Partnership with Kistnah Rogen nor directly or indirectly with Venkayen or any other Person or Persons nor was any Money ever advanced by this Deponent on Account of the Pomamallee District nor has this Deponent any thing more to say to any of the other Questions in this Interrogatory.

To the Last Interrogatory he this said Deponent saith he does not Know of nor has he this said Deponent heard of nor can he this said Deponent Setforth any other matter or thing touching the Matters in Question in this Cause that can any way tend to the benefit or be of the least advantage to the Complainant in the Title of these Interrgs named and more he this said Deponent saith to this or the last Interrogatory.

T. Chase
Esr

[illegible]

Mayors Courtat
Madraspatanam

Between Tyagaparh Moodelly
Son by his Attorney William Lowe-
cock Complainant and Veeracapen
and Chiddambaram Moodelly of
Madras Merchants Defendants -

On the Part of the Complainant

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

Iyah Sawmy a Dubash an Inhabitant 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 Eleventh Day of July One Thousand Seven
hundred and Eighty Eight Signified at the Office of Mr Henry Dudley the
Attorney for the Defendants by One of my Servants who also left him a
Note of the Name Title and Place of Abode of the said Deponent and of the
Witness on the same Day being Sworn and Examined Deposeth as followeth -

1 To the first Interrogatory the this Deponent saith he does Know
Tyagaparh Moodelliar by his Attorney William Lowcock the Com-
plainant and has so Known him the said Complainant for
the Space of twenty Years or thereabouts this Deponent saith
he does Know Veeracapen and Chedambaram Moodelly the
Defendants and has so Known them the said Defendants
for the space of fifteen Years or thereabouts and more he the
Deponent saith not to the first Interrogatory -

2

6 To the Sixth Interrogatory this Deponent saith he has Looked at
the paper Writing now Shewn to him at the time of this Examina-
tion marked with the Letter A purporting to be a Bond granted by
One Boodoo Moodee Moodelliar to Mr Robert Hughes for the Sum
of two Thousand Star Pagodas and he says that the Contents thereof
were fully explained and Understood by the Person whose Name
is Subscribed thereto and Seal affixed before he Executed it this Depo-
nent saith he Carried the Sum of of two Thousand Pagodas to
Boodoo Moodee Moodelly on Account of Mr Robert Hughes
and Tyagaparh Mr Hughes had Dubash gave him the said
Sum of two Thousand Pagodas to Carry to the said Boodoo Moo-
dee Moodelly on Account of his Master Mr Hughes this Depo-
nent saith he said Bond Marked with the Letter A was filled
up by himself on his own hand writing and more this Deponent
saith not to the Sixth or last Interrogatory -

J Chase
Esr

J Sawmy

Mayors Courtat
Madraspatanam

Between Tyagaparh Moodelly
by his Attorney William Lowcock
Complainant and Veeracapen and
Chedambaram Moodelly of Madras
Merchants Defendants -

On the Part of the Complainant

Deposition

Mayor's Court at
Madraspatnam

Between Tayapah Moodel-
liar by his Attorney William Lew-
cock Complainant and Yerooxappen
and Cheddambaram Moodelly of
Madras Merchants Defendants -

On the Part of the [illegible]

Deponent [illegible] Defendants in the Title of these Interrogatories [illegible] before [illegible] One of my Servants 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 he this Deponent saith he does Know Tayapah Moodelliar by his Attorney William Lewcock the Complainant in the Title of these Interrogs named and has so Known him the said Complainant in the Title of these Interrogatories named twenty One Years or thereabouts this Deponent saith he does not Know Yerooxappen nor does he Know Cheddambaram Moodelly of Madras Merchants the Defendants in the Title of these Interrogatories named - And more he this said Deponent saith not to this first Interrogatory -

7th To the Seventh Interrogatory he this said Deponent saith

To the Sixth Interrogatory this Deponent saith he has Looked [illegible] the paper Writing now Shewn to him at this the time of his Examination marked with the Letter A purporting to be a Bond granted by One Boodoor Moodoo Moodelliar to Mr Robert Hughes for the Sum of two Thousand Star Pagodas and he says that the Contents thereof were fully explained and Understood by the Person whose Name is Subscribed thereto and Seal affixed before he Executed it this Deponent saith he Carried the Sum of of two Thousand Pagodas to Boodoor Moodoo Moodelly an Account of Mr Robert Hughes he this Deponent saith [illegible] said Paper Exhibit marked with the [illegible] him the said and produced to him this said Deponent at this the [illegible] his this said Deponents Examination is of his this said Deponents own proper Hand writing - He this said Deponent saith he did so make over the said Paper Exhibit marked with the said Letter B to Tayapah for the purpose and Intent that he the said Tayapah should Recover the full Amount of a Bond granted to this said Deponent by One Boodoor Moodoo Moodelliar with the Interest that might be due thereon and further this Deponent saith not to this Eight Interrogatory -

To the Last Interrogatory he this Deponent saith he does not Know of any other matter or thing nor has he this Deponent

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

Mr Robert Hughes a Senior Merchant in the Honble East India Companys Service at their Settlement of Fort Saint George in the East Indies Aged forty Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant in the Title of these Interrogatories named was on the fifth Day of January One Thousand Seven hundred and Eighty Eight Signified at the Office of Mr Henry DuPuy who is Attorney for the Defendants in the Title of these Interrogatories named by Yah Sawm [illegible] One of my Servants 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.—

1. To the first Interrogatory he this Deponent saith he does Know Tayapah Moodelliar by his Attorney William Lewcock the Complainant in the Title of these Interrogs named and has so Known him the said Complainant in the Title of these Interrogatories named twenty One Years or thereabouts this Deponent saith he does not Know Yeroosappen nor does he Know Cheddambaram Moodelly of Madras Merchants the Defendants in the Title of these Interrogatories named—And more he this said Deponent saith not to this first Interrogatory.—

7th To the Seventh Interrogatory he this said Deponent saith he has not any manner or Sort of Interest whatsoever in the event or determination of the present Suit between the Complainant in the Title of these Interrogatorys named and the Defendant in the Title of these Interrogatories named—and more he this said Deponent saith not to this Seventh Interrogatory.—

8th To the Eight Interrogatory he this said Deponent saith that he has Looked at the Paper Exhibit marke with the Letter B now produced and Shewn to him this said Deponent at this the time of his this said Deponent Examination and he this Deponent saith that the Signature annexed to the said Paper Exhibit marked with the Letter B so Shewn and produced to him this said Deponent at this the time of his this said Deponents Examination is of his this said Deponents own proper Hand writing—He this said Deponent saith he did so make over the said Paper Exhibit marked with the said Letter B to Tayapah for the purpose and Intent that he the said Tayapah should Recover the full Amount of a Bond granted to this said Deponent by One Boodoor Moodoo Moodelliar with the Interest that might be due thereon and further this Deponent saith not to this Eight Interrogatory.—

To the Last Interrogatory he this Deponent saith he does not Know of any other matter or thing nor has he this Deponent

Deponent heard of any other matter or thing, nor can he this Deponent Setforth any other matter or thing touching the matters in Question in this Cause, that can tend to the benefit, or be of the Last advantage to Complainant in the Title of these Interrogatories named and more he this said Deponent saith not to this last Interrogatory —

T Chase
Exr.

Robert Hughes

Mootoo

I am Repeatedly put off in Payment of your Bond I am now to Acquaint you that I will wait no Longer than a Day or two and if not paid in that time shall proceed against you as the Law Directs

Mootoo

Robert Hughes
4th December 1780

Exhibit on behalf of Jeroosappen and Chedambaram Exr. of Boodoor Moodoo Moodelliar — Tayapah Moodelliar by his Attorney William Lewrock

Mayor's Court at Madraspatnam

Tuesday the 15th Day of December Anno Domini 1789

Present

William Webb Esquire Mayor

Edward Garrow — Andrew Ross and

John Mitford — Aldermen

Between Tayapah by his Attorney William Lewrock of Madras Inhabitant Complainant and Cheddambaram Moodelly and Jeroosappen of the same Place Inhabitants Executors named in the last Will and Testament of Boothoor Moodoo Moodelliar Deceased Defendant

This Cause Coming on to be heard and Debated this Day in the Presence of the Attornies on both sides reading the Complainants Bill with Copies of four Exhibits Annexed The Defendants Joint and Several Plea and Answer with three Exhibits Annexed, The Amended Replication, The General Rejoinder, The Interrogatories and Depositions on the Part of the Complainant with Two Exhibits Marked

Marked A & B Annexed One Exhibit on the part of the Defendants 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 he Defendants shall pay unto the Complainant Out of the Estate and Effects of Boodoor Moodoo Moodelliar Decreed the full and Just Sum of Three Thousand and Thirty One Pagodas and fourteen fanams (Pagodas 3031, 14.-) 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.

Pl Cur

Court of Appeals at Madraspatnam } Fs Saturday the 17th Day of December Anno Domini 1794

Between Chedambara Moodelly and Yeroosappen of Madras Inhabitants Executors named in the last Will and Testament of Boodoor Moodoo Moodelliar Deceased Appellants and Tayapah of Madras Inhabitant by his Attorney William Sewerk of the same Place Respondent

This Cause coming on this Day to be heard and

and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 15th Day of December Anno Domini 1789 Upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both Sides This Court doth think fit to order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayors Court do stand affirmed and that the Appellants Petition be hence Dismissed with Costs.

Pl Cur

Chas. N White
clk

Filed the 15th August 1789

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Avadanum Paupiah Br[illegible]ming of Madras Dubash by his Attorney Andrew Christian Meyer of the same Place Inhabitant That Collah Rang[illegible]ah Chitty also of the same Place Merchant stands Justly and truely indebted unto Your Orator in the full and

and just Sum of One Thousand Seven hundred and Forty two Pagt
One fanams and Sixty Cash Current Money of Madras making in
Sterling Money of Great Britain at the Rate of Eight Shil-
-lings for Every Pagoda the Sum of Six hundred and Ninety Six
Pounds Sixteen Shillings and Three Pence or thereabouts as will more
fully and at Large appear by the Copies of an Account Current and
an Assignment hereunto Annexed for the inspection of this Honble
Court which Your Orator Prays may be Admitted as part of this
his Bill of Complaint the Originals thereof now being in your
Orators Possession and Ready to be produced to this Honble
Court and thereupon Your Orator Sheweth that Your Orator
and the said Collah Raugavah Chitty did some time on or about
the Twenty Sixth Day of November One thousand Seven hun-
-dred and Eighty Eight come to a Settlement of all Accounts
between them and by such Settlement it did fully appear
that there Remained a Balance due to Your Orator of
One Thousand Six hundred and Thirteen Pagodas
for which said Sum of Money the said Collah Rau-
-gavah Chitty did Execute unto Your Orator a Certain
written Engagement whereby he undertook to pay unto
your Orator the said Sum of One Thousand Six hundred
and thirteen Pagodas with Lawfull Interest for the same
from the Date untill payment thereof and your Orator

upon Receiving the same did Execute a full Release and Discharge
all Accounts between them your Orator further sheweth that
part of the said Sum of Money or the Interest thereon has been paid
to your Orator but the same still Remains Justly due and owing
and Amounted with Interest on the Twenty Sixth Day of Jan
in the present Year One Thousand Seven Hundred and Eighty
Nine to the said Sum of One Thousand Seven Hundred and forty
two Pagodas One fanam and Sixty Cash your Orator further
Sheweth that he has some way or other since either mislaid or lost the
said Written Engagement so that he Cannot at present find it to
produce before this Honble Court but he is Ready to enter into
any indemnity Bond or other Security to save the said Collah
Raugavah Chitty harmless from the said Paper if he would
pay him the said Debt and hath often in an Amicable Manner
Requested him so to do but the said Collah Raugavah Chitty hath
altogether Refused so to do and Still doth Refuse to give your Orator
any manner of Satisfaction touching the said Premisses some times
pretending and giving out that he has already paid to your
Orator the full Amount of the said Engagement and at other
time that your Orator has past off the said Paper to some other
Person and that therefore he has no Right to pay the same and
at other times that the Bond of Indemnity offered by your
Orator is not a Sufficient Security for him to indemnify him
from the said Written engagement Whereas your Orator Charges

and so the truth really is that the said Collah Rangavah Chetty never did pay the said Sum of Money or any part thereof or the Interest thereon to your Orator or to any other Person upon his Account but the same is Justly and truely due from the said Collah Rangavah Chetty to your Orator and your Orator also Charges the truth to be that he did give and Sign the written Engagement above mentioned and that your Orator hath not passed off the same to any other Person or Persons whatsoever but the Only Reason that he does not now produce it is his not being able to find it— And your Orator also Charges that he has been both in equity and Reason as well as in Conscience to pay the said Sum of Money notwithstanding the same cannot be found as the Bond of Indemnity offered by your Orator is fully sufficient Security for him— All which Actings and doings of the said Collah Rangavah Chetty is Contrary to good Conscience and tends to the manifest Injury of your Orator— Your Orator therefore prays a general Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Collah Rangavah Chetty 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 and more particularly that he may set forth whether he does not stand indebted unto your Orator in the said Sum of One Thousand Seven Hundred and forty

two Pagodas One fanam and Sixty Cash and whether he did not some time on or about the twenty Sixth Day of November One Thousand Seven hundred and Eighty Eight come to a Settlement of all Accounts between them and whether such not so upon such Settlement there Remained a Balance due to your Orator of One Thousand Six hundred and thirteen Pagodas and whether he did not execute to your Orator a Certain Written Engagement for that sum of Money and thereby undertake to pay the same to your Orator with Lawfull Interest thereon from that Date and whether your Orator thereupon did not Execute a full Release and Discharge of all Accounts between them and whether any part of the said Sum of Money and Interest thereon has been paid to your Orator and whether the same does not still Remain due and owing to your Orator and does not Amount with Interest thereon to twenty Sixth Day of July in the Year of our Lord One Thousand Seven Hundred and Eighty Nine to the said Sum of One Thousand Seven Hundred and forty two Pagodas One fanam and Sixty Cash and whether your Orator has not mislaid or lost the said Writ ten Engagement so that he cannot at present produce it before this Honble Court and whether your Orator is not ready and always has been ready to enter into any Bond of Indemnification or other Security to save the said Collah Rangavah Chetty harmless from the said Paper— if he would pray home the said Debt. And whether your Orator hath often so Requested him to do and whether

Whether he does not think that he the said Collah Raugavah Chitty ought to pay the said sum of Money notwithstanding the said Written Engagement cannot be found and whether your Orators Bond is not fully Sufficient to indemnify him therefrom and that he may be Decreed to pay unto your Orator the aforesaid Sum of One Thousand Seven hundred and forty two Pagodas One fanam and Sixty Cash together with all such Interest as 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 Collah Raugavah Chitty 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 Honble Court at a Certain time and Place to be by this Honble Court prefixed and appointed them and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall seem Meet.

This Bill was Shewn to me between the days of Adjournment Let a Summon issue Returnable next Court Day this 15th Day of August 1789.

Wm Webb
Mayor

P Walker
Atty for Compt

Dr Collah Raugavah Chitty in Account Current with Avadanum Paupiah Bramminy

1788 November	26	To Amount of a Settlement of all Accounts between us which you have acknowledged to be Due to me this Day and Share given you a full discharge and for this Balance you have under took by a certain written Engagement to Pay me with Interest which Share mislaid some way or other there fore I could not produce it but if in case I should find it I will produce it to the Court but I have many Witnesses for the above Transactions	1613			1789 July	26	By Balance due		1742	1
1789 July	26	To Interest on Dr to this Day being 8 Months @ 12 pr Cent pr Annum	129	1	20						
		Pagodas	1742	1	20						

Madras 26th July 1789
Errors Excepted
Ff. Paupiah Bramminy
Attorney Copy
P Walker
Atty for Compt

To all People to whom these Presents shall come Greeting Whereas Collah Rangaroh Chitty of Madras Merchant in and by the Balance of an Account Current bearing Date the twenty sixth Day of July in the year of our Lord One Thousand Seven Hundred and Eighty Nine stands Justly and truely indebted unto Arudanum Pauspiah Brahmin of the same place Deputah in the full and just Sum of One Thousand Seven Hundred and forty two Pagodas One fanam 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 Six hundred and Ninety Six Pounds Sixteen Shillings and three Pence as Merchants as will appear by the said Account Current Now Know ye that the said Arudanum Pauspiah Brahmin for a Valuable Consideration to him in hand paid by Andrew Christian Meyer also of the same place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Arudanum Pauspiah Brahmin hath assigned and Sworn and by these Presents doth assign and Sworn unto the said Andrew Christian Meyer the said Account Current and the Money thereupon due and owing and which may become due and Owing thereon and all his Rights and Interest of in and to the same and every Part thereof and the said Arudanum Pauspiah Brahmin for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth make Constitute and Appoint

the said Andrew Christian Meyer his true Executors Administrators and Assigns his true and Lawfull Attorney and Attorneys for him and in his Name and in the Name and Names of his Heirs Executors Administrators and Assigns but for the sole and proper use and benefit of the said Andrew Christian Meyer his Heirs Executors Administrators and assigns to ask require demand and Receive of the said Collah Rangaroh Chitty his Heirs Executors and Administrators the Money due to become due on the said Account Current and on Non Payment thereof him the said Collah Rangaroh Chitty his Heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up and Cancell the said Account Current and give sufficient Releases and Discharge for the same and One or more Attorney or Attorneys under him to make Constitute and Appoint and whether the said Andrew Christian Meyer or his Attorney or Attorneys shall Lawfully do in the premises the said Arudanum Pauspiah Brahmin doth hereby Allow and affirm and the said Arudanum Pauspiah Brahmin doth Covenant with the said Andrew Christian Meyer that the said Arudanum Pauspiah Brahmin hath not Received nor will Receive the said Money due to become due on the said Account Current or any Part thereof neither shall or will Release or discharge the same or any Part thereof but will own and allow of all lawfull Proceedings for the Recovery of the same be the said Arudanum

Pauspiah

Paupiah Braminy harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Avadanum Paupiah Braminy hath hereunto set and Affirm his hand and Seal in Madras aforesaid the Twenty Sixth Day of July One Thousand Seven hundred and Eighty Nine

Signed Sealed and Delivered where no Stamp't Paper is to be had in the Presence of } A Paupiah Braminy (L.S.)

P. Walker
Not Pub
[illegible]

A true Copy
P. Walker
Att^y for Comp^t.

Filed the 25th August 1789

The Demurrer of Collah Raugavah Chitty of Madras Merchant Defendant to the Bill of Complaint of Avadanum Paupiah Braminy of Madras Dubash by his Attorney Andrew Christian Meyer of the same place Inhabitant Complainant

This Defendant by Protestation not Confessing or Acknowledging all or any of the matters and things in and by the said Bill Setforth and Complained of to be true in manner as the same are therein and thereby Setforth and alledged, saith that he is no matter or thing in the said Bill Contained good and Sufficient in Law or Equity to Call this Defendant in Question in this Honble Court for the same, but that the same is Repugnent and inconsistent therewith and that there is good Cause of Demurrer thereunto, and for Cause of Demurrer this Defendant saith, that it appears by the Complainants own Shewing in his said Bill, that he Claims or pretends Title to recover the Sum of One Thousand Seven hundred and forty two Pagodas One fanam and Sixty Cash under and by Virtue of an Assignment of the said Complainant unto the said Andrew Christian Meyer of the Balance of a pretended Account Current bearing Date the Twenty Sixth Day of July in this Present Year of Our Lord One Thousand Seven Hundred and Eighty Nine, which pretended Account Setforth that this Defendant doth stand indebted unto the said Complainant, The Amount of a Settlement of all Accounts, as pretended between them the Complainant and this Defendant, which the Complainant also pretends that this Defendant did Acknowledge to be due to him on the aforesaid twenty Sixth Day of November One Thousand Seven Hundred and Eighty Eight and for which he Says he gave a Discharge, and for which Balance the Complainant therein pretends that this Defendant did undertake by a Certain Written Engagement to pay him with Interest Which pretended Account the

Paupiah Braminy harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Avadanum Paupiah Braminy hath hereunto set and Affirm his hand and Seal in Madras aforesaid the Twenty Sixth Day of July One Thousand Seven hundred and Eighty Nine

Signed Sealed and Delivered where no Stamp't Paper is to be had in the Presence of } A Paupiah Braminy (L.S.)

P. Walker
Not Pub
[illegible]

A true Copy
P. Walker
Att'y for Comp't.

Filed the 25th August 1789

The Demurrer of Collah Raugavah Chitty of Madras Merchant Defendant to the Bill of Complaint of Avadanum Paupiah Braminy of Madras Dubash by his Attorney Andrew Christian Meyer of the same place Inhabitant Complainant

This Defendant by Protestation not Confessing or Acknowledging all or any of the matters and things in and by the said Bill Setforth and Complained of to be true in manner as the same are therein and thereby Setforth and alledged, saith that he is no matter or thing in the said Bill Contained good and Sufficient in Law or Equity to Call this Defendant in Question in this Honble Court for the same, but that the same is Repugnent and inconsistent therewith and that there is good Cause of Demurrer thereunto, and for Cause of Demurrer this Defendant saith, that it appears by the Complainant's own Shewing in his said Bill, that he Claims or pretends Title to recover the Sum of One Thousand Seven hundred and forty two Pagoda One fanam and Sixty Cash under and by Virtue of an Assignment of the said Complainant unto the said Andrew Christian Meyer of the Balance of a pretended Account Current bearing Date the Twenty Sixth Day of July in this Present Year of Our Lord One Thousand Seven Hundred and Eighty Nine, which pretended Account Setforth that this Defendant doth stand indebted unto the said Complainant, The Amount of a Settlement of all Accounts, as pretended between them the Complainant and this Defendant, which the Complainant also pretends that this Defendant did Acknowledge to be due to him on the aforesaid twenty Sixth Day of November One Thousand Seven Hundred and Eighty Eight and for which he Says he gave a Discharge, and for which Balance the Complainant therein pretends that this Defendant did undertake by a Certain Written Engagement to pay him with Interest Which pretended Account the

the Complainant also pretends, he hath mislaid some way or other therefore that he could not produce it — But which he saith if in Case he should find it he will produce it to the Court

Whereby it appears, that the Complainant hath not assigned the only Cause of action, if any such there is, which this Defendant doth not admit, upon which the said suit could be Commenced and founded by his said Attorney, and it doth appear by the said Assignment that the Complainants Attorney is not in possession of any Title, whereon he can ground any action against this Defendant, but that instead of the said Assignment giving any Legal or Equitable Cause of Action against this Defendant the same doth Shew that the Complainant hath not given any Legal power to his said Attorney to demand and Sue thereupon, and therefore upon the Supposition of any Engagement Existing between this Defendant and the Complainant whereby this Defendant is bound to pay the sum Sued for which this Defendant doth not admit the said pretended Attorney hath not any power to Release and discharge this Defendant therefrom — And it appears further by the Complainants non Shewing in his Bill that in Case of there being such Deed, that he the Complainant hath not assigned the same to his Attorney but on the Contrary that he declares in his said Bill in the following Words to Wit — That your Orator hath not passed off the same to any Person or Persons whatsoever — Notwithstanding the Complainant would ground in Action upon the Assignment of the sum pretended to be owing upon this Supposed Deed, without either the Complainant himself or his Attorney having any power to Sue for the same, as by the Complainant own Shewing neither he nor his Attorney can indemnify or Please this Defendant in the premisses, the One because he has Released his pretended Right of demand, and the other because he is not in possession of any —

For all which Repugnancies and inconsistencies in the said Bill, and for divers other Errors & imperfections therein and in the said Account Current and Assignment appearing this Defendant doth Demurr thereunto and humbly prays the Judgement of this Honble Court whether he ought to be Compelled to put in any further or other Answer to the said Bill and humbly prays to be hence dismissed with his Reasonable Costs in this Behalf most wrongfully Sustained —

H J Du Puy
Atty Deft

Filed 22d September 1789 —

The Joinder of Avadanum Pampiah Braming of Madras Inhabitant by his Attorney Andrew Christian Meyer to the same place Inhabitant Complainant to the Demurrer of Collah Rangavah Chilly of the same place Merchant Defendant

This Complainant insisting that all and every the matter

the Complainant also pretends, he hath mislaid some way or other therefore that he could not produce it. But which he saith if in Case he should find it he will produce it to the Court.

Whereby it appears, that the Complainant hath not assigned the only Cause of action, if any such there is which this Defendant doth not admit, upon which the said suit could be Commenced and founded by his said Attorney, and it doth appear by the said Assignment that the Complainants Attorney is not in possession of any Title, whereon he can ground any action against this Defendant, but that instead of the said Assignment giving any Legal or Equitable Cause of Action against this Defendant the same doth Shew that the Complainant hath not given any Legal power to his said Attorney to demand and Sue thereupon, and therefore upon the Supposition of any Engagement Existing between this Defendant and the Complainant whereby this Defendant is bound to pay the sum Sued for which this Defendant doth not admit the said pretended Attorney hath not any power to Release and discharge this Defendant therefrom. And it appears further by the Complainants own Shewing in his Bill that in Case of there being such Deed, that he the Complainant hath not assigned the same to his Attorney but on the Contrary that he declares in his said Bill in the following Words to Wit. That your Orator hath not passed off the same to any Person or Persons whatsoever. Notwithstanding the Complainant would

would ground in Action upon the Assignment of the sum pretended to be owing upon this Supposed Deed, without either the Complainant himself or his Attorney having any power to Sue for the same, as by the Complainant own Shewing neither he nor his Attorney can indemnify or Please this Defendant in the premisses, the One because he has Released his pretended Right of demand, and the other because he is not in possession of any.

For all which Repugnancies and inconsistencies in the said Bill, and for divers other Errors & imperfections therein and in the said Account Current and Assignment appearing this Defendant doth Demurr thereunto and humbly prays the Judgement of this Honble Court whether he ought to be Compelled to put in any further or other Answer to the said Bill and humbly prays to be hence dismissed with his Reasonable Costs in this Behalf most wrongfully Sustained.

H. J. Du Puy
Atty Deft.

Filed 22d September 1789.

The Joinder of Avadanum Pampiah Braming of Madras Inhabitant by his Attorney Andrew Christian Meyer to the same place Inhabitant Complainant to the Demurrer of Collah Rangavah Chitty of the same place Merchant Defendant.

This Complainant insisting that all and every the

matter and thing in and by his Bill of Complaint Setforth and Complained of are true in manner as the same are therein and thereby Setforth and alledged for Joinder thereunto saith that the matters and things in the said Bill of Complaint Contained are good and Sufficient in Law as well as in Equity to Call the Defendant in Question in this Honble Court that the same is not Repugnant nor inconsistent therewith and that there is no good Cause of Demurrer thereunto, and this Complainant in Answer to the Pretended Causes of Demurrer Suggested by the Defendant saith that the Bill of Complaint is very Specially drawn and particularly States the Settlement between the Complainant and Defendant and the Discharge given by the One and the Written Engagement given by the Other, which latter it alledges to have been mislaid so that the Complainant could not produce it before this Honble Court and then it goes on to interrogate the Defendant if he did not make such Settlement and give such written Engagement which is perfectly Reasonable as it Contains a matter is — and if the fact was not so might have been denyed or Controverted or in some other manner done away by Stating what the written Engagement was and that it had been paid or why it was not paid &c. if the Defendant had chosen to have done so in his Answer — Instead of which he has thought proper to Demurr to the Bill of Complaint under Pretence that the Cause of Action which he stales to be this Written Engagement has not been Assigned over, but in this Objections this Complainant humbly Conceives he is totally mistaken for in the first place this Complainant says the Cause of Action is not this Written Engagement but the Balance Acknowledged to be due upon the Settlement between the Defendant and Complainant which this Engagement did not vary or Confirm or is in any manner necessary to establish — The Debt existed from the Defendant to the Complainant just as much before the written Engagement was given as after, it would have Existed if the written Engagement had never been and will Equally exist now of the written Engagement should never appear again, and in the Second place this Defendant says that this very written Engagement has been in fact assigned over by the said Avadanum Paupiah Braming to the said Andrew Christian Meyer by the Deed of Assignment as appertaining to the Debt thereby assigned and being a voucher thereof and by force and Vertue of such Assignment it Ceases to be the property of the said Avadanum Paupiah Braming and becomes the Sole Property of his Attorney and Assignee the said Andrew Christian Meyer this Complainant further saith that it is not true that the said Andrew Christian Meyer as the Attorney and Assignee of the said Avadanum Paupiah Braming has not any Power to Release and Discharge the Defendant from

matter and thing in and by his Bill of Complaint Setforth and Complained of are true in manner as the same are therein and thereby Setforth and alledged for Joinder thereunto saith that the matters and things in the said Bill of Complaint Contained are good and Sufficient in Law as well as in Equity to Call the Defendant in Question in this Honble Court that the same is not Repugnant nor inconsistent therewith and that there is no good Cause of Demurrer thereunto; and this Complainant in Answer to the Pretended Causes of Demurrer Suggested by the Defendant saith that the Bill of Complaint is very Specially drawn and particularly States the Settlement between the Complainant and Defendant and the Discharge given by the One and the Written Engagement given by the Other, which latter it alledges to have been mislaid so that the Complainant could not produce it before this Honble Court and then it goes on to interrogate the Defendant if he did not make such Settlement and give such written Engagement which is perfectly Reasonable as it Contains a matter is — and if the fact was not so might have been denyed or Controverted or in some other manner done away by Stating what the written Engagement was and that it had been paid or why it was not paid &c. if the Defendant had chosen to have done so in his Answer — Instead of which he has thought proper to Demurr to the Bill of Complaint under Pretence that the Cause of Action which he stateeth

be this Written Engagement has not been Assigned over, but in this Objections this Complainant humbly Conceives he is totally mistaken for in the first place this Complainant says the Cause of Action is not this Written Engagement but the Balance Acknowledged to be due upon the Settlement between the Defendant and Complainant which this Engagement did not vary or Confirm or is in any manner necessary to establish — The Debt existed from the Defendant to the Complainant just as much before the written Engagement was given as after, it would have Existed if the written Engagement had never been and will Equally exist now of the written Engagement should never appear again, and in the Second place this Defendant says that this very written Engagement has been in fact assigned over by the said Avadanum Paupiah Braming to the said Andrew Christian Meyer by the Deed of Assignment as appertaining to the Debt thereby assigned and being a voucher thereof and by force and Vertue of such Assignment it Ceases to be the property of the said Avadanum Paupiah Braming and becomes the Sole Property of his Attorney and Assignee the said Andrew Christian Meyer this Complainant further saith that it is not true that the said Andrew Christian Meyer as the Attorney and Assignee of the said Avadanum Paupiah Braming has not any Power to Release and Discharge the Defendant

from the said Written Agreement he has just as much power as his Constituent ever had and this very action itself is a full discharge and as such may be pleaded in bar to any future Action that may be brought upon such written Engagement. This Complainant further saith that there is no Contradiction in the Terms of the Bill that he had not passed off the Note to any Person whatsoever the fact is that the Paper is mislaid & therefore it was necessary to state that he had not made any use thereof previous to his Assigning it to his Attorney and Assignee but the Complainant saith that tho the individual Paper which was the Voucher of the Debt only and nothing more was not delivered Over yet the Right and property to that Paper as well as to the Debt of which it was a Voucher was immediately vested upon Executing the Deed of Assignment in the said Andrew Christian Meyer and the said Avadanum Paupiah Bramany had not nor has any Claim or Right thereto and he is bound as soon as he finds it to deliver it up to the said Andrew Christian Meyer and this Complainant further saith that it would be excessively hard that the Loss of a Voucher of a Debt should immediately annihilate the Debt this would be a Doctrine equally Repugnant to Justice as it is Contrary to Reason and Equity is grounded on Reason and the Nature of the thing and does not Require the nicety of Law Arguments when

deciding on the plain and Simple Question of Right and wrong Reason points out the Absurdity of any attempt to Refuse a Suitor the payment of his Just debt because he may have mislaid a Voucher which if at hand would probably have Rendered an application to a Court of Indicature totally a necessary for Although there are many who possess the Disposition to defraud their Creditors yet there are few who will in Opposition to Conviction, in Opposition to their own act and deed Carry on a litigious process with a Certainly of incurring the heavy Expenses attendant thereon Justice therefore going hand in hand will Equity and Reason must pronounce that because a Man has been unfortunate in losing that by which he might have come at his Right immediately he shall not be deprived of the Means which are Still left him. Even at Common Law the Loss of a Voucher of a Debt would be Remedied by leaving it to the Jury upon such Evidence as might come before them, but in a Court of Equity it frequently happens that the Loss of some Voucher of a Debt is the very foundation of the Suit and the principal Reason given in the Bill of Complaint for the Defendant to be Required to Answer upon his Oath whether the Debt has been discharged or not and if it has been discharged or there is any Reason why it should not be discharged the Defendant may easily say so in his Answer and this Complainant humbly insists that as he has not done so but

has Rested the matter in Contest upon a nuety of Law which is Clearly against him and Considering moreover that agreeably to the words of Judge Blackstone V. 4 Pag. 442 — "Court of Equity Considering that in a Commercial Country almost all personal property must necessarily be in Contract will protect the Assignment of a Chose in Action as much as the Law will that of a Chose in possession" — This Complainant prays Judgement and that this Honble Court will be pleased to Decree unto him the said Debt and Costs or that otherwise the Defendant may be ordered to put in an Answer to the said Bill of Complaint and that the said Demurrer may be Dismissed with Costs —

S. Pepham } Attys
P. Walker } for Compt.

Mayor's Court at Madraspatnam } Tuesday the 15th Day of December Anno Domini 1789

Present

William Webb Esquire Mayor

Edward Garrow — Andrew Ry and

John Mitford — Aldermen

Between Avadanum Paupiah Braming of Madras Dubash by his Attorney Andrew Christian Meyer of the same Place Inhabitant Complainant and Collah Rangavah Chitty also of the same place Merchant 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 Thousand Seven Hundred and forty two Pagodas One fanam and Sixty Cash (Pagodas 1742. 1. 60.) 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.

Pl Cur

Court of Appeals at Madraspatnam } ss { Saturday the 17th day of December Anno Domini 1791

Between Colla Raganah Chitty of Madras Merchant appellant and Avadanum Paupiah Braminy of Madras Dubash by his Attorney Andrew Christian Meyer of the same place Inhabitant Respondent

This Cause Coming on this Day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of appeal and Answer and the Several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 15th day of December Anno Domini 1789 upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayors Court dated the 15th day of December Anno Domini 1789 be Reversed and that the further time of Fourteen days from this 17th Day of December Anno Domini 1791 be given the appellant to Answer the Respondents Bill of Complaint in the Honble the Mayors Court each part paying his own Costs in this Court.

Cha. N. White
clk

Filed the 9th March 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Raganaut Doss Executor of the last Will and Testament of Gueldoss Villuldoss deceased by his Attorney Henry Chichley Michell Esquire of Madras Inhabitant That Pundapilly Kistnasawmy also of the same Place Inhabitant stands justly and truly Indebted unto your Orator in the full and just Sum of One Thousand and fifty three 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 four Hundred and twenty One Pounds and four Shillings or thereabout being the Amount Principal and Interest due upon a Certain Bond or obligation Copy of the Translation of which together with an assignment thereof as also an Account Current are hereunto Annexed for the Inspection of this Honble Court and which your Orator Prays may be admitted as part of this his Bill of Compt the Originals whereof are in your Orators Attorneys Possession and ready to be produced when Called for, and your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Pundapilly Kistnasawmy of the said Sum of one Thousand and fifty three Star Pagodas.

But

Bartmaw saith is May it Please thro Hble
Court the said Bundesjetty Kistnasawmy 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 Writ
such as to this Hble Court shall appear agreeable to Equity and
good Conscience To the End therefore that the said Bunda-
jetty Kistnasawmy 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 Effectu-
ally to all intents and Purposes as if the same were hereagain
Repeated & Particularly Interrogated that he may be Decreed to Pay
unto your Orator the aforesaid Sum of One Thousand and fifty three
Star Pagodas with all such Interest as now is or shall hereafter become
due thereon also all Costs of this Suit

May it Please the Hble Court to Cause
the said Bundajetty Kistnasawmy to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam & 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

Fort Saint George 9th. March 1790

This Bill was shewn to me in Stage of
Appearance & a Summons Issued and
Returnable on next Court Day

Vere Corbett
Mayor

G Chadwyer
Attz for Compt.

Translation of a Bond Dated 6th October of Rutna Chitty Answering to Above
Demand 16th April 1788.

I Bundy Beddy Kistnasawmy do give this Bond to Goodluck
Villadge that is to say -

In Consequence of my urgent occasion I have this Day
borrowed and Received of you the Sum of 1900 / Nine Hundred 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 9 ℔ Ct. ℔ Annum Witness my Dany Vencata
Lauw Balabadrien Gooroodeps Rangnaedeps by their Knowledge
And with my Consent this Bond was drawn by Colloory Veerasawmy -

Signed / Kistnasawmy

Above translation as near as can be from the
Gentoo Language

Rangnaeadeen
Interpreter

Note
Dany Venkatlaw Balabadren
& Gooroodeps Rayeendeps

Above Translation of the Names of the Witnesses
from the Gazeout into the Gentoo by
Chinniapah

Sworn to before me In Fort St George
this 3d Day of February 1790

Vere Corbett
Mayor

Above Copy

G Chadwyer
Attz for Compt.

To all People to whom these Presents shall come Greeting Whereas Pandapetty Kistnasawmy of Madras Inhabitant In and by One Bond or Obligation bearing Date the Sixteen Day of April which was in the Year of Christ One Thousand Seven hundred and Eighty Eight became bound unto Goveldoss Vittaldoss of Madras Inhabitant In the sum of Nine hundred Madras Current Star Pagodas Conditioned to Run Interest at the Rate of 3/4 p Cent p Annum and Payable on Demand And Whereas the said Goveldoss Vittaldoss did on or about the twenty Seventh day of June which was in the Year of Christ One Thousand Seven Hundred and Eighty Nine depart this Life, leaving a Will and Testament in writing behind him Wherein He did appoint Goveldoss Raganautdoss of Madras Inhabitant one of the Executors thereof who having duely proved the same before the Kings Ordinary in the Hon'ble the Mayors Court at Madras patnam Obtained Probate thereto And Whereas there is now due on the said Bond Principal and Interest the Sum of one Thousand and fifty three Star Pagodas

Now Know ye that the said Goveldoss Raganautdoss for a Valuable Consideration to him in hand paid by Henry Chichely Michell Esquire at and before the Sealing and delivery of these Presents the receipt whereof

Dr Pundapetty Kistnasawmy in Account Current with Henry Chichley Michell Cr

1788 April 6	To the amount of your Bond bearing Date this day appears over to me by Goveldoss Raganautdoss Vittaldoss deceased:	900	1790 March 6	By Balance due to this Day	1053
1790 March 6	Interest in Dr to this Day is 22 Mrs & 20 Dys @ 3/4 p Cent p Annum	153			
	Pagodas	1053		Pagodas	1053

Sent Saint George this 6th March 1790

Errors Excepted

Jn Henry Chichley Michell

True Copy

G. Chalmer

Atty for Compt

Whereof the said Goveldoss Raganautdoss doth hereby acknowledge He the said Goveldoss Raganautdoss as Executor of the said Goveldoss Vittaldoss hath assigned and Set over and by these Presents doth Assign and Set over unto the said Henry Chichley Michell Esquire the said Bond and the Money thereupon due and Owing and all his Right and Interest of in and to the same and the said Goveldoss Raganautdoss for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth make Constitute and Appoint the said Henry Chichley Michell Esquire his Executors and Administrators His true and Lawfull 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 Henry Chichley Michell Esquire his Executors Administrators and Assign To ask Require Demand and receive the said Pandapetty Kistnasawmy his Heirs Executors and Administrators the Money due on the said Bond and on his non Payment thereof He the said Henry Chichley Michell Esquire his Heirs Executors and Administrators to Sue for and recover the same and on Payment thereof to deliver up and Cancel the said Bond and give Sufficient Release and discharge therefore and One or more Attorney or Attornies under him to Constitute, And whatsoever the said Henry Chichley Michell Esquire or his Attorney or Attornies shall Lawfully do in the Premisses The said Goveldoss Raganautdoss Doth hereby allow and affirm. And the said Goveldoss Raganautdoss Doth Covenant with the said Henry Chichley Michell Esquire That he the said Goveldoss Raganautdoss hath not Received nor will Receive, the said Money due on the said Bond or any part thereof neither shall or will Release or discharge the same But will own and allow of all Lawfull proceedings for the Recovery thereof he the said Henry Chichley Michell Esquire Saving the said Goveldoss Raganautdoss Harmless of and from any Costs that may happen to him thereby.

In Witness whereof the said Goveldoss Raganautdoss hath hereunto Set his hand and Seal in Fort Saint George this Sixth day of March in the Year of our Lord One Thousand Seven Hundred and Ninety.

(L.S.)

Signed Sealed and Delivered where no Stamp'd Paper is to be had in the presence of

G. Chalmer
Bala Chitty

A true Copy
G. Chalmer
Att'y for Compt.

Filed 16th March 1790

The Demurrer of Pandarpilly Hist-
nasawmy of Madras Inhabitant Defendant
to the Bill of Complaint of Goveldoss Raga-
nant Doss Executor of the Last Will and
Testament of Goveldoss Vitteldoss Deceased
by his Attorney Henry Chichley Michell
Esquire of Madras Inhabitant Complainant

The said Defendant by Protestation not
Confessing or Acknowledging all or any of the Matters and things in
the Complainants said Bill of Complaint contained, to be true in
such Manner sort and form as the same are therein and thereby
Setforth and alledged doth Demurr thereunto and for Cause of
Demurrer Sheweth that the Scope and end of the Complainants
said Bill by his said Attorney is to be Relieved touching the
Several Sums of Money by the said Supposed to be due by this
Defendant unto Goveldoss Vitteldoss Deceased in the said Bill
named, which the Complainant would or Seeks by his said Bill
to Claim as Executor of the Last Will and Testament of
the said Goveldoss Vitteldoss and by a pretended Assignment
of the said Several Sums of Money unto his Attorney the said
Henry Chichley Michell without the said Complainant having
Alledged and Shewn in or by his said Bill that he is the sole
Executor named in the said Will or the sole Surviving Executor
of any other Person or persons Executors named in the said Will,
nor hath the Complainant shewn that he hath taken out
Probate of the said Will or otherwise taken upon himself the
burthen or Execution thereof or If you hath taken out Probate
thereof he hath not Shewn that thereby it appears that he is
the sole Executor of the said Will and that there were not any
other Persons Named therein which he ought also in that Case
to have Shewn because all Executors named in a Will must be
made parties whether Complainants or Defendants Wherefore
and for as much as the Complainant hath not by his own Shewing
will and Sufficiently entitled himself in and by his said Bill to
sue for the said Money (if any had been due from this Defen-
dant) he hath not shewn a Right for the same Reasons to
assign Over the same in order that his Attorney may thereby
possess a Right which he ought to have shewn did Exist in
himself and also for other Various Causes irregularities and insuffi-
ciencies contained in the said Bill and in the Assignment thereto
Annexed this Defendant doth Demurr unto the Complainants
said Bill of Complaint and all the Matters and things therein Con-
tained and humbly demands the Judgement of this Honble Court,
whether he shall be Compelled to make any other or further Answer
thereto and prays to be hence dismissed with his Reasonable Costs and
Charges in this behalf most unreasonably sustained.

Hy. Dis Pivy
Atty for Defendt

Filed 16th March 1790

The Demurrer of Pandapilly Hist-
nasawmy of Madras Inhabitant Defendant
to the Bill of Complaint of Goveldoss Raga-
-naut Doss Executor of the Last Will and
Testament of Goveldoss Vitteldoss Deceased
by his Attorney Henry Chichley Michell
Esquire of Madras Inhabitant Compalainant

The said Defendant by Protestation not
Confessing or Acknowledging all or any of the Matters and things in
the Complainants said Bill of Complaint contained, to be true in
such Manner sort and form as the same are therein and thereby
Setforth and alledged doth Demurr thereunto and for Cause of
Demurrer Sheweth that the Scope and end of the Complainants
said Bill by his said Attorney is to be Relieved touching the
Several Sums of Money by the said Supposed to be due by this
Defendant unto Goveldoss Vitteldoss Deceased in the said Bill
named, which the Complainant would or Seeks by his said Bill
to Claim as Executor of the Last Will and Testament of
the said Goveldoss Vitteldoss and by a pretended Assignment
of the said Several Sums of Money unto his Attorney the said
Henry Chichley Michell without the said Complainant having
Alledged and Shewn in or by his said Bill that he is the sole
Executor named in the said Will or the sole Surviving Executor

of any other Person or persons Executors named in the said Will,
nor hath the Complainant shewn that he hath taken out
Probate of the said Will or otherwise taken upon himself the
burthen or Execution thereof or If you hath taken out Probate
thereof he hath not Shewn that thereby it appears that he is
the sole Executor of the said Will and that there were not any
other Persons Named therein which he ought also in that Case
to have Shewn because all Executors named in a Will must be
made parties whether Complainants or Defendants Wherefore
and for as much as the Complainant hath not by his own Shewing
will and Sufficiently entitled himself in and by his said Bill to
sue for the said Money (if any had been due from this Defen-
-dant) he hath not shewn a Right for the same Reasons to
assign Over the same in order that his Attorney may thereby
possess a Right which he ought to have shewn did Exist in
himself and also for other Various Causes irregularities and insuffi-
-ciencies contained in the said Bill and in the Assignment thereto
Annexed this Defendant doth Demurr unto [illegible] Complainants
said Bill of Complaint and all the Matters and things therein Con-
-tained and humbly demands the Judgement of this Honble Court
whether he shall be Compelled to make any other or further Answer
thereto and prays to be hence dismissed with his Reasonable Costs and
Charges in this behalf most unreasonably sustained.

H. J. Du Puy
Atty for Defendt

that although He is not the sole Executor appointed in the last Will and Testament of the said Goveldoss Vittaldoss Yet He is the Only One who has proved the same and to whom Probate has been granted, the others Executors named in the said Will having declined taking any part of the Burden upon them This Complainant saith that from the principle of benefiting as much as in him lay the Testator property so Committed to his Care that he did for a Valuable Consideration in hand paid by his Attorney the said Henry Chichley Michell for and on Account of the said Testator's Estate The Receipt whereof this Complainant has in the Assignment Annexed to his Bill of Complaint acknowledged, He did assign and Set over to his said Attorney all his Right and Title to the said Bond who as the assignee thereof has Instituted the present Suit And that It is now totally alienated from him and that he has no further Concern therewith; This Complainant saith that he is somewhat Surprized at the Extraordinary and very religious Conduct of the Defendant in Questioning a Right in this Complainants to assign over the said Bond when It is so Clearly and incontrovertibly established by the Rules both of Law and of Equity, that the Act of One Executor even when two or more prove the Will is the Act of the other that each has the entire Controul of the Personal Estate of the

the Testator, may Release or pay a Debt, or Transfer any part of a Testator's property without Concurrence of the Other which Doctrine being Confirmed by the best legal Authorities plainly shews, the Right this Complainant has to dispose of the property of his Testator; In manner he thinks most proper and the more specially so, as the other Executor has no Right to interfere having exonerated himself from all Charge by Refusing to Administer and this Complainant by his Attorney saith It may true that all Executors whether they have proved a Will or not ought to be made parties to a Suit either as plaintiffs or Defendants But this Complainant Conceives it to be so only when they sue directly in their Right as Executors without having transferred the property, But If for a Valuable Consideration, One Executor assigns over a Bond He totally alienates the Right He, and the others had therein and from that time It is solely vested in the assignee who alone becomes intitled to the Money so that if the obligor after Notice to the Assignment prays the Money to the obligee he will be compelled to pay it over again Yet if the Assignee finds it necessary to Institute a Suit for the Recovery thereof He must by Confirming to the Rules of Law Commence it as the Attorney of the assignor and not directly in his own name which from this Complainant saith has been Strictly adhered to by his said Attorney who had no Concern whatever with any other Executor that might have been named in

Filed the 20th March 1790

The Joinder of Goveldoss Raga-
-nautdoss Executor of Goveldoss Vettaldoss
deceased by his Attorney Henry Chichley
Michell of Madras Inhabitant Complai-
-nant to the Demurrer of Pundapitty
Kistnasawmy of the same Place Inhabi-
-tant Defendant

The said Complainant by his Attorney
says that notwithstanding any thing In the said Demurrer
Charged Alledged or Setforth by the said Defendant, the said
Complainants Bill ought not to be quashed dismissed or annul-
-led because he the said Complainant by his said Attorney says
that the said Bill of Complaint, and the matters and things in
the manner and form therein Contained exhibited and Charged
are good Certain and Sufficient for him the said Complainant
to Maintain his Action against the said Defendant which
said Matters and things Contained Exhibited Charged and
Setforth In and by his said Bill of Complaint He is Ready
and willing to aver maintain and prove In such manner
and form as this Honble Court shall think fit
and for Joinder to the said Demurrer This Complainant
by his said Attorney says that he has in and by his
said Bill of Complaint Alledged and Clearly Setforth
that

that he has duely proved the Will of the abovenamed Goveldoss
Vettaldoss deceased according to the forms of Law In such Cases observed
and taken out Probate thereof for by a Reference to the assignment
annexed to this Complainants Bill of Complaint the following
words will appear which clearly and manifestly Contradict
the assertion of the said Defendant and shews the dillatory and
Litigious Principles that has actuated him, To Wit and
Whereas the said Goveldoss did on or about the twenty seventh
day of June was in the Year of Christ One Thousand Seven
hundred and Eighty nine depart this Life leaving a Will and
Testament in Writing behind him wherein He did appoint
Goveldoss Raganautdoss of Madras Inhabitant One of the
Executor thereof, who having duely proved the same, before
the Kings Ordinary In the Honble the Mayors Court
at Madraspatnam obtained probate thereto. This Complai-
-nant by his said Attorney saith that the said assignment
is to every intent meaning and purpose part of the Bill its
being annexed thereto, and by his having prayed that it might
be taken as part thereof, and that it would have been an
unnecessary Repetition of matter to have Setforth the same
thing over again in the Bill which plainly appears in the
Causes of action Namely the assignment of the Bond and this
Complainant by his said Attorney for further Joinder saith

that although He is not the sole Executor appointed in the last Will and Testament of the said Goveldoss Villuldoss Yet He is the Only One who has proved the same and to whom Probate has been granted, the others Executors named in the said Will having declined taking any part of the Burden upon them This Complainant saith that from the principle of benefiting as much as in him lay the Testator property so Committed to his Care that he did for a Valuable Consideration in hand paid by his Attorney the said Henry Chichley Michell for and on Account of the said Testator's Estate The Receipt whereof this Complainant has in the Assignment Annexed to his Bill of Complaint acknowledged, He did assign and Set over to his said Attorney all his Right and Title to the said Bond who as the assignee thereof has Instituted the present Suit And that It is now totally alienated from him and that he has no further Concern therewith; This Complainant saith that he is somewhat Surprized at the Extraordinary and very religious Conduct of the Defendant in Questioning a Right in this Complainants to assign over the said Bond when It is so Clearly and incontrovertibly established by the Rules both of Law and of Equity, that the Act of One Executor even when two or more prove the Will is the Act of the other that each has the entire Controul of the Personal Estate of

the Testator, may Release or pay a Debt, or Transfer any part of a Testator's property without Concurrence of the Other which Doctrine being Confirmed by the best legal Authorities plainly shows, the Right this Complainant has to dispose of the property of his Testator; In manner he thinks most proper and the more specially so, as the other Executor has no Right to interfere having exonerated himself from all Charge by Refusing to Administer and this Complainant by his Attorney saith It may true that all Executors whether they have proved a Will or not ought to be made parties to a Suit either as plaintiffs or Defendants But this Complainant Conceives it to be so only when they sue directly in their Right as Executors without having transfered the property, But If for a Valuable Consideration, One Executor assigns over a Bond He totally alienates the Right He, and the others had therein and from that time It is solely vested in the assignee who alone becomes intitled to the Money so that if the obligor after Notice to the Assignment prays the Money to the obligee he will be compelled to pay it over again Yet if the Assignee finds it necessary to Institute a Suit for the Recovery thereof He must by Confirming to the Rules of Law Commence it as the Attorney of the assignor and not directly in his own name which from this Complainant saith has been Strictly adhered to by his said Attorney who had no Concern whatever with any other Executor that might have been named in

that although He is not the sole Executor appointed in the last Will and Testament of the said Goveldoss Vittuldoss Yet He is the Only One who has proved the same and to whom Probate has been granted, the others Executors named in the said Will having declined taking any part of the Burden upon them This Complainant saith that from the principle of benefiting as much as in him lay the Testator property so Committed to his Care that he did for a Valuable Consideration in hand paid by his Attorney the said Henry Chichley Michell for and on Account of the said Testator's Estate The Receipt whereof this Complainant has in the Assignment Annexed to his Bill of Complaint acknowledged, He did assign and Set over to his said Attorney all his Right and Title to the said Bond who as the assignee thereof has Instituted the present Suit And that It is now totally alienated from him and that he has no further Concern therewith; This Complainant saith that he is somewhat Surprized at the Extraordinary and very religious Conduct of the Defendant in Questioning a Right in this Complainants to assign over the said Bond when It is so Clearly and incontrovertily established by the Rules both of Law and of Equity, that the Act of One Executor even when two or more prove the Will is the Act of the other that each has the entire Controul of the Personal Estate of the

the Testator, may Release or pay a Debt, or Transfer any part of a Testator's property without Concurrence of the Other which Doctrine being Confirmed by the best legal Authorities plainly shows, the Right this Complainant has to dispose of the property of his Testator; In manner he thinks most proper and the more specially so, as the other Executor has no Right to interfere having exonerated himself from all Charge by Refusing to Administer and this Complainant by his Attorney saith It may true that all Executors whether they have proved a Will or not ought to be made parties to a Suit either as plaintiffs or Defendants But this Complainant Conceives it to be so only when they sue directly in their Right as Executors without having transfered the property, But If for a Valuable Consideration, One Executor assigns over a Bond He totally alienates the Right He, and the others had therein and from that time It is solely vested in the assignee who alone becomes intitled to the Money so that if the obligor after Notice to the Assignment prays the Money to the obligee he will be compelled to pay it over again Yet if the Assignee finds it necessary to Institute a Suit for the Recovery thereof He must by Confirming to the Rules of Law Commence it as the Attorney of the assignor and not directly in his own name which from this Complainant saith has been Strictly adhered to by his said Attorney who had no Concern whatever with any other Executor that might have been named in

the Will of the said Goveldoss Vittaldoss But has Setforth his Claim upon the assignment which this Complainant has made to him of the said Bond from all which matters this Complainant draws this fair & Just Conclusion that If He has a Legal right to transfer the property of his Testator, without the Concurrence of any other person and if the Assignment which Is annexed to the Bill of Complaint Is a Legal and Valid Instrument which this Complainant maintains it so to be It must follow that the parties included in that assignment are sufficient and that it would have been Superfluous and unnecessary to have aded any other And this Complainant by his said Attorney saith previous to the Commencement of this Suit the said Defendt had due notice of the assignment being made but that he paid no attention to such amicable Replication Reserving for himself the Dilatory and Vexatious measure which he has now had Recourse to

Wherefore and because this Compt by his said Attorney hath by his Affidavit verified his demand against the Defendant he humbly prays Judgement of this Honble Court upon the pleadings already had, and that they will be pleased to Decree to this Compt payment of the Debt with Interest and Costs as in and by his Bill he hath already prayed, and to which this Complainant conceives himself entitled by the Pleadings already had in this Cause and by force and reason of the Several Statutes expressly executed and now in force for the discouragement of dilatory pleas by the Amendment of the Law and for the Better Advancement of Justice

G. Chalmer
Attny for Compt

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 3rd day of April Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Edward Garrow — William Webb
Andrew Ross — Robert Mitford
John Mitford and Henry Chichley Michell
Aldermen

Mr Alderman Michell being Interested goes off the Bench

Goveldoss Raganavetdoss Executor named in the Last Will and Testament of Goveldoss Vittledoss Deceased by his Attorney Henry Chichley Michell

vers

Pundaputty Kistna Sawmy

Bill with Copies of the Translation of a Bond assignment and an Account Current Annexed Read

Demurrer Read

Joinder Read

The Demurrer and Joinder 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 are insufficient to Bar the present Action This Court doth therefore think fit to order and doth accordingly order that the Demurrer be thereon out

with

the Will of the said Goveldoss Vittaldoss But has Setforth his
Claim upon the assignment which this Complainant has made
to him of the said Bond from all which matters this Complainants
draws this fair & Just Conclusion that If He has a Legal Right
to transfer the property of his Testator, without the Concurrence of any
other person and if the Assignment which Is annexed to the Bill
of Complaint Is a Legal and Valid Instrument which this Com-
plainant maintains it so to be It must follow that the parties
included in that assignment are sufficient and that it would have
been Superfluous and unnecessary to have aded any other And this
Complainant by his said Attorney saith previous to the Commence-
ment of this Suit the said Defend.t had due notice of the assign-
ment being made but that he paid no attention to such amicable
Replication Reserving for himself the Dilatory and Vexatious
measure which he has now had Recourse to

Wherefore and because this Compt. by
his said Attorney hath by his Affidavit verified his demand
against the Defendant he humbly prays Judgement of this Honble
Court upon the pleadings already had, and that they will be
pleased to Decree to this Compt. payment of the Debt with
Interest and Costs as in and by his Bill he hath already prayed
and to which this Complainant conceives himself entitled by
the Pleadings already had in this Cause and by force and
reason of the Several Statutes expressly executed and now
in force for the discouragement of dilatory pleas by the
Amendment of the Law and for the Better Advancement

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 3rd day of April Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor

Edward Garrow — William Webb

Andrew Ross — Robert Mitford

John Mitford and Henry Chichley Michell

Aldermen

Mr. Alderman Michell being Interested goes off the Bench

Goveldoss Raganavetdoss Executor named in the Last Will and Testament of Goveldoss Vittledoss Deceased by his Attorney Henry Chichley Michell

vers

Pundaputty Kistna Sawmy

Bill with Copies of the Translation of a Bond assignment and an Account Current Annexed Read

Demurrer Read

Joinder Read

The Demurrer and Joinder Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides and the Court having had due Conside-ration thereon are of Opinion that the Pleas made use of by the Defendant in his Demurrer are insufficient to Bar the pre-sent Action This Court doth therefore think fit to order and [illegible] the Demurrer be thereon out

the Will of the said Goveldoss Vittaldoss But has Setforth his
Claim upon the assignment which this Complainant has made
to him of the said Bond from all which matters this Complainants
draws this fair & Just Conclusion that If He has a Legal Right
to transfer the property of his Testator, without the Concurrence of any
other person and if the Assignment which Is annexed to the Bill
of Complaint Is a Legal and Valid Instrument which this Com-
plainant maintains it so to be It must follow that the parties
included in that assignment are sufficient and that it would have
been Superfluous and unnecessary to have aded any other And this
Complainant by his said Attorney saith previous to the Commence-
ment of this Suit the said Defend.t had due notice of the assign-
ment being made but that he paid no attention to such amicable
Replication Reserving for himself the Dilatory and Vexatious
measure which he has now had Recourse to

Wherefore and because this Compt. by
his said Attorney hath by his Affidavit verified his demand
against the Defendant he humbly prays Judgement of this Honble
Court upon the pleadings already had, and that they will be
pleased to Decree to this Compt. payment of the Debt with
Interest and Costs as in and by his Bill he hath already prayed,
and to which this Complainant conceives himself entitled by
the Pleadings already had in this Cause and by force and
reason of the Several Statutes expressly executed and now
in force for the discouragement of dilatory pleas by the
Amendment of the Law and for the Better Advancement

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 3rd day of April Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor

Edward Garrow — William Webb

Andrew Ross — Robert Mitford

John Mitford and Henry Chichley Michell

Aldermen

Mr. Alderman Michell being Interested goes off the Bench

Goveldoss Raganavetdoss Executor named in the Last Will
and Testament of Goveldoss Vittledoss Deceased by his Attorney
Henry Chichley Michell

vers

Pundaputty Kistna Sawmy

Bill with Copies of the Translation of a Bond assignment and
an Account Current Annexed Read.

Demurrer Read.

Joinder Read.

The Demurrer and Joinder Coming
on to be Argued and Determined this Day in the Presence of the
Attornies on both Sides and the Court having had due Conside-
ration thereon are of Opinion that the Pleas made use of by the
Defendant in his Demurrer are insufficient to Bar the pre-
sent Action This Court doth therefore think fit to order and
[illegible] the Demurrer be thereon out

with Costs.

This Court doth moreover 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 fifty three Pagodas (Pagodas 1053 ——) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

A Cur

Court of Appeals at Madraspatnam } ss

Saturday the 17th day of December Anno Domini 1791.

Between Pundapuitty Histaasawmy of Madras Inhabitant appellant and Goveldoss Raganautdoss Executor of the last Will and Testament of Goveldoss Vithaldoss Deceased by his Attorney Henry Chichley Michell of Fort St George Esquire Respondent

The Attorney for the Appellant having prayed leave to withdraw his Appeal and the Attorney for the Respondent having Consented thereto.

Ordered accordingly

A Cur

Chas. N. White

Filed 11th August 1784.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Stephen Towns Esquire Captain in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort St George that Roger Darvall of Masulipatam Esquire Senior Merchant in the said Service and under the said Presidency of Fort St George stands justly and truly indebted unto your Orator in the full and just Sum of One Thousand two Hundred and two Star Pagodas and twenty four fanams together with Interest thereon from the Twentieth day of October which was in the Year of our Lord One Thousand Seven Hundred and Eight Six being for so much Money the property of Your Orator which or the security for the same the said Roger Darval had under his Care Management and Controul as the friendly Agent at that time of your Orator as well as of Alexander Pringle late of Masulipatam Esquire and now in Europe and which Sum the said Roger Darvall ought to have Received for your Orator or to have Reserved for the use of your Orator his Proportion of any Public or Individual Security which the said Roger Darvall took in Lieu of the former Security whereon the same was placed at the time the said Roger Darvall settled the Outstanding

Concern to which the same Related And in order to Explain to the Satis-
-faction of this Honble Court the Grounds of his claim Your Orator prays
leave to state that some time in the Year of our Lord One Thou-
-sand Seven hundred and Seventy Nine the then President and
Council of the Presidency of Fort Saint George sent Instructions
to the Chief and Council at Masulipatam to take into their
Consideration the Debts due from Opparow Jemidar of Nazeed
to his European Creditors and having ascertained the Amount
thereof and to whom by Name such Debts were Respectively
owing to take such measures for securing the Payment of the
same as to them might seem most expedient, whereupon the
said Chief and Council did take the same into Consideration
and it appeared that James Hodges Esquire then and now of
Masulipatam and a Senior Merchant in the said Service
Alexander Pringle Esquire then also in the said Service Arthur
Lysaght Esquire then a Captain in their said Service but
Since Deceased and your Orator were the only Europeans
to whom the said Apparow was indebted and in Order to
Secure the Payment of Such Debts in equal and fair Pro-
-portions According to the Amount thereof Respectively
it was considered and determined by the said Chief and
Council and afterwards approved and Confirmed by the
President and Council of Fort St George that the Annual Produce

of Certain Villages belonging to the said Opparow should be appropria-
-ted to the Discharge of his Debts to the said James Hodges and
Alexander Pringle and that the Debts due to the said Arthur
Lysaght and your Orator should be discharged by the Annual
Payment of the Sum of three Thousand Pagodas out of the
Money to be Collected from the Land Customs of the Zemindary
of Nazeed and the Chief and Council of Masulipatam for the
time being were to guarantee the punctual Payment of the said
Specific Sum of three Thousand Pagodas to the said Arthur Lysa-
-ght and your Orator And your Orator Sheweth that they for
the first Year Received the said Sum, whereof the proportion to
your Orator amounted to two Thousand and five hundred Pagodas
but that from the said Period for four Years Subsequent thereto
Your Orator did not Receive any further Sum nor hath he Since
Received any Sum whatever from the said Land Customs Your
Orator Sheweth that it being well Known at the time the
said Instructions had been sent from the Presidency of Fort
Saint George to the Chief and Council of Masulipatam that no
preference was intended in favor of the said James Hodges and
Alexander Pringle and the said Arthur Lysaght and your Orator
having frequently Represented the same to the said James
Hodges and Alexander Pringle and having further Represented
that unless they were allowed to Receive their Proportions of
the Annual Produce of the Villages assigned according to
their Respective Debts, it having been the Evident intention

of the Government of Fort St George that no preference whatever should be shewn either in the Payments made to the said four Persons abovementioned or in the manner of securing such Payments, the said Arthur Lysaght and your Orator were determined to Depart from the same to the Government of Fort St George and seek Redress therefrom, whereupon the said James Hodges and Alexander Pringle did consent thereto and in Consequence thereof did Engage and faithfully Promise and undertake to pay unto your Orator his Several Proportions of all such Money as should be Received from the Produce of the said Assigned Villages and the said Alexander Pringle being about to depart for Europe did previously Authorize the said Roger Dorvall to act as his Attorney and communicated to him the Purport of this Engagement with your Orator and in Consequence thereof the said Roger Dorvall after the Departure of the said Alexander Pringle did as his Attorney and in Conjunction with the said James Hodges pay over unto your Orator his Proportion of One Years Produce of the Villages assigned to them as will more fully and at large appear by the Copy of a Declaration on Oath of the said James Hodges hereunto Annexed marked **A** for the Inspection of this Honble Court and prayed by your Orator to be taken as part of this his Bill of Complaint the Original being in the possession of your Orator further Sheweth that after the Payment of the same the said James Hodges and Roger Dorvall as the Attorney of the said Alexander Pringle did pay over unto your Orator his Proportion of the said Villages and the

said James Hodges did settle with and pay unto your Orator his Proportion of the Produce of the said Villages assigned to him and your Orator Reasonably Expected that the said Roger Dorvall also would have paid your Orator his proportion of the Villages assigned to the said Alexander Pringle being the said Sum of One Thousand Two Hundred and two Pagodas and twenty four fanams.

But now so it is may it please this Honble Court the said Roger Dorvall obstinately refuses to pay the same or to give your Orator any manner of Satisfaction Respecting the Premises some times pretending that he has not Received any Produce from the said Villages on Account of the said Alexander Pringle or otherwise at other times that the said James Hodges has Received the same and at other times that altho the said Roger Dorvall has the Received any Instructions to pay the same to your Orator and that he cannot act so without Express Instructions from the said Alexander Pringle although your Orator charges the said Roger Dorvall was in Perfect Recollection of the Agreement or Undertaking of the said Alexander Pringle with your Orator for by his own Letter to your Orator Copy whereof marked **B** is hereunto Annexed and prayed to be taken as part of this your Orators Bill of Complaint may appear the Original being in your Orators possession and ready to be produced when required it appears that the said Roger Dorvall conceited with your Orator as to the Deed or Instrument

for Securing unto your Orator the very Sum for which he is
now suing and the said Alexander Pringle pretends that he was
never come to any Specific Agreement with your Orator on the
Subject and that if the said Roger Darvall has ever Paid any
Money to your Orator for that Account he has done wrong
asserting that your Orator Cannot produce any Voucher to
that Effect all which Pretences of the said Roger Darvall
and Alexander Pringle are Contrary to Equity & good Conscience
for Your Orator expressly Charges as the fact is that the said
Roger Darvall has Received the said Sum of Money & Several
others on Account of the said Alexander Pringle and the same
is now in his hands and Power and the said James Hodges
hath not Received any further or other Part and your Orator
also Expressly charges that the said Roger Darvall Sufficiently
understood previous to as well as at the time of his taking upon
himself to be the Attorney of the said Alexander Pringle the
Exact Situation of your Orators Claim Respecting the said Moneys
as appears by the before Recited Letter and that Your Orator had
a full Right to the Proportion thereof as before Charged and the said
Roger Darvall as well as the said Alexander Pringle well
Knew that in Transactions Similar to one in Question written
Agreements are Seldom made but the same are Carried into
Effect on the Mutual faith of the Parties after a Right under-
standing thereof, as was the Case Respecting Charmahull
and on Account of the said apparow's Debt to your Orator and
the

the said James Hodges Alexander Pringle and Arthur Lysaght
when your Orator Received his share of Eight Thousand Pagodas being
One Thousand four hundred and fifty three Pagodas and twenty Seven
fanams each Year for five Years Successively without any Specific or
within Agreement whatever and your Orator further Chargeth that
the said Payments to the said Alexander Pringle from the said
Villages were afterwards discontinued and a New Arrangement
took place by order of the Government of Fort Saint George whereby
the said Roger Darvall as Attorney of the said Alexander Pringle
received a Bond from the Government of Fort Saint George for the
Principal Sum of Six Thousand Six Hundred and Nineteen Pago-
das Twenty Six fanams and forty Cash whereof your Orators share
is as aforesaid the said Sum of One Thousand two hundred and two
Pagodas and fourteen fanams together with Interest from the
Date of the said Bond to which Interest your Orator Chargeth
that he hath a full Right because the said Roger Darvall
might have Received from the Government of Fort Saint George
Bills one Europe for the Amount of the said Bond in like
manner as the said James Hodges had done and who has now
given your Orator Credit for his share thereof as the Proportion
due to him for Account of the said Villages of the year as aforesaid
or the said Roger Darvall might have procured Jointly
with your Orator two Seperate Bonds from the said Government
of Fort George for their Seperate proportions as aforesaid
of

of the Principal Sum of Six Thousand Six hundred and Nineteen Pagodas Twenty Six fanams and forty Cash whereby your Orator would have been at liberty to have done with his share as he pleased or if the Attainment of such Seperate Bonds had been impossible the said Roger Darvall should have given a Declaration unto your Orator Specifying your Orator's Share as aforesaid and making himself liable to the Payment of the said Proportion whenever the said Bond should be Discharged and that your Orator should in the mean time Receive his Proportion of the Interest of the said Bond all which the said Roger Darvall hath neglected to do to the great Injury of your Orator

To the End therefore that the said Roger Darvall may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore Charged and Setforth as fully truely and particularly as if he had been thereunto particularly interrogated and that he may particularly interrogated and that he may particularly Setforth whether he did not Know that your Orator Jointly with the said James Hodges Alexander Pringle and Arthur Lysaght were Creditors of the said apparow Jamendar of Nozeed and Whether the Government of Fort St George did not order an Enquiry into their Demands and whether the said Enquiry was not made Accordingly by the then Chief and Council of Masulipatam and an arrangement for

for the Payment thereof made in manner as is above stated and whether your Orator did not Remonstrate with the said James Hodges and Alexander Pringle as above stated and whether they did not Agree in Consequence to give your Orator a Proportion of the said Willages of Weyner and whether the said Alexander Pringle to his departure for Europe had not given the said Roger Darval Instructions to Pay your Orator his Share thereof and whether he did not Pay your Orator in Consequence of Such Instructions his share for the said Year of our Lord One Thousand Seven Hundred and Eighty three and whether the Government of Fort St George did not afterwards discontinue the said Arrangement and in lieu thereof give unto the said Roger Darvall for Account of the said Alexander Pringle the said Bond for Payment of the Sum of Six Thousand Six hundred and Nineteen Pagodas Twenty six fanams and forty Cash under Date the twentieth day of October in the Year of our Lord One Thousand Seven hundred and Eighty Six and whether your Orators Proportion thereof is not the said Sum of One Thousand two hundred and two Pagodas and twenty four fanams and whether the said Roger Darvall did not write unto your Orator the said Letter of the Eighth day of January which was in the Year of our Lord One Thousand Seven hundred and Eighty Seven and whether the Bond to which he refers therein and the Proportion thereof for your Orator be not the

of the Principal Sum of Six Thousand Six hundred and Nineteen Pagodas Twenty Six fanams and forty Cash whereby your Orator would have been at liberty to have done with his share as he pleased or if the Attainment of such Seperate Bonds had been impossible the said Roger Darvall should have given a Declaration unto your Orator Specifying your Orator's Share as aforesaid and making himself liable to the Payment of the said Proportion whenever the said Bond should be Discharged and that your Orator should in the mean time Receive his Proportion of the Interest of the said Bond all which the said Roger Darvall hath neglected to do to the great Injury of your Orator

To the End therefore that the said Roger Darvall may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore Charged and Setforth as fully truely and particularly as if he had been thereunto particularly interrogated and that he may particularly interrogated and that he may particularly Setforth whether he did not Know that your Orator Jointly with the said James Hodges Alexander Pringle and Arthur Lysaght were Creditors of the said apparow Jamindar of Nozeed and Whether the Government of Fort St George did not order an Enquiry into their Demands and whether the said Enquiry was not made Accordingly by the then Chief and Council of Masulipatam and an arrangement for

B

for the Payment thereof made in manner as is above stated and whether your Orator did not Remonstrate with the said James Hodges and Alexander Pringle as above stated and whether they did not Agree in Consequence to give your Orator a Proportion of the said Willages of Weyour and whether the said Alexander Pringle to his departure for Europe had not given the said Roger Darval Instructions to Pay your Orator his Share thereof and whether he did not Pay your Orator in Consequence of Such Instructions his share for the said Year of our Lord One Thousand Seven Hundred and Eighty three and whether the Government of Fort St George did not afterwards discontinue the said Arrangement and in lieu thereof give unto the said Roger Darvall for Account of the said Alexander Pringle the said Bond for Payment of the Sum of Six Thousand Six hundred and Nineteen Pagodas Twenty six fanams and forty Cash under Date the twentieth day of October in the Year of our Lord One Thousand Seven hundred and Eighty Six and whether your Orators Proportion thereof is not the said Sum of One Thousand two hundred and two Pagodas and twenty four fanams and whether the said Roger Darvall did not write unto your Orator the said Letter of the Eighth day of January which was in the Year of our Lord One Thousand Seven hundred and Eighty Seven and whether the Bond to which he refers

same as above Stated and whether he does not Know that your Orator
received on Account of Charmapal the said Annual Sum of One
Thousand four hundred and fifty three Pagodas and Twenty Seven
fanams for five years Successively and without any written Agree-
-ment whatever and whether the said James Hodges to the
Certain Knowledge of the said Roger Darvall hath not
Settled with your Orator Respecting the Proportion to which
your Orator had a Claim under the same Concern and whether
in his Conscience he doth not think that your Orator hath
a Just Right to the said Sum of One Thousand two hundred
and two Pagodas and twenty four fanams as part of the said Bond
of Six Thousand Six hundred and Nineteen Pagodas Twenty Six
fanams and forty Cash and that the said Roger Darvall may
be decreed to pay unto your Orator the aforesaid Sum of One
Thousand Two Hundred and two Pagodas and Twenty four
fanams together with Interest thereon from the said Twentieth
Day of October which was in the Year of Our Lord one Thousand
Seven Hundred and Eighty Six that he may be decreed to
Assign Over unto your Orator that Proportion of the said
Bond of the Government of Fort Saint George and to Pay the
Share of Interest received and to be received into the hands of
your Orator as the same shall come to the hands of the said
Roger Darvall and that the said Roger Darvall may pay
the Costs of this Suit out of his own Pocket and that your
Orator

Orator may have such further and other Relief as to this Honble Court
shall Appear Agreeable to Equity and good Conscience.

May it Please this Honble Court to Cause
the said Roger Darvall 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 Cer-
-tain time and Place to be by this Honble Court prefixed and appoin-
-ted 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

J. Popham
Atty for Compt.

A

Masulipatam 17th June 1788

Mr Roger Darvall having Declined giving Captn
Stephen Towns Satisfaction Respecting some Demand he (Captain
Towns) made on him as Attorney to Alexander Pringle Esquire and
Captain Towns having desired of me to give him information on the
Subject on Oath for the Sole purpose of Obtaining Justice from
Mr Darvall I do it as follows Vizt

Mr Pringle and myself had Conversations Respecting
Captain Towns's Situation with Opparsee at length he
(Mr Pringle) Resolved previous to his Embarkation for Europe
to abide by what I might determine to do for Captain Towns's
Advantage

Advantage in our Villages of Weyoor and told me he should leave instructions to that effect with his Attorney Mr. Darvall and on Conversing with Mr. Darvall I found he (Mr. Pringle) had left such instructions with him (whether in Writing or not I forget) and in Consequence Mr. Darvall and myself did pay Captain Towns a Share of the Crops of One Year of the Villages of Weyoor in proportion as his Demand on Opparow stood with Mr. Pringle's & mine Jointly and in Consequence also of this Agreement between Mr. Pringle and myself I did make over to Captain Towns in the same Proportion as I did the former Year some share of a Companys Bond being in part Amount of another Year's produce of the Villages that were mine in Weyoor and I have no Doubt Mr. Darvall stands firmly bound to do the same from those Villages that were Mr. Pringle's from the Directions he Received from Mr. Pringle and the Agreement between Mr. Pringle and me.

It is to be observed that the Crops I have specified above are the only Crops of Weyoor allowed Messrs. Hodges and Pringle since the Letter left India.

Masulipatam 18th June 1788 James Hodges

Sworn to before me this Day

Anth Sadlier

Chief

a true Copy

J. Popham

B

Captn. Towns

Sir

Until I return to Ingeram I cannot say what the Exact Amount is of the Bond I have Received on Account of Mr. Pringle, In the mean time I shall be glad if you will at your leisure draw out a Sketch of such Kind of Collateral Bond as you wish to have for the Amount of your Proportion, as I would prefer this to the giving a Receipt on the Back of your Bond to Mr. Pringle.

Jam Sir

Your most Obedt. Servant

Roger Darvall

Mept.m

8th Jany 87

a true Copy

J. Popham

Filed 18th August 1789

In the Honble the Mayor's Court at Madraspatnam

Between Stephen Towns Complainant and Roger Darvall Defendant

The Affidavit of the above named Complainant

The abovenamed Stephen Towns maketh Oath and saith that the abovenamed Roger Darvall stands

stands justly and truly indebted unto this Deponent in the full and just Sum of One Thousand two hundred and two Star Pagodas twenty four fanams and Interest thereon from the twentieth day of October which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six being for the like sum which or the Security for the Payment thereof the said Roger Darvall hath withheld from this Deponent Contrary to Justice and in manner as is stated in this Deponents Bill of Complaint filed this Day in this Honble Court against the said Roger Darvall and this Deponent Solemnly maketh Oath that previous to the Departure of Alexander Pringle Esquire for Europe the said Alexander Pringle faithfully promised and undertook to pay to this Deponent a Certain Portion of his Receipts out of the Villages of Weyoor in part Liquidation of this Deponents Claim on Opparow Zemindar of Nozeed, that the said Roger Darvall was in the Knowledge of such undertaking and having such Knowledge and having also had Instructions from the said Alexander Pringle Previous to the said Alexander Pringles Departure for Europe to pay the same as aforesaid the said Roger Darvall did discharge the proper proportion thereof for the Year of Our Lord One Thousand Seven hundred and Eighty three and that when this Deponent Required the Payment thereof for the Subsequent Year the said Roger

Roger Darvall made many evasive pretences and Refused to pay this Deponent That when this Deponent pressed the said Roger Darvall to a Settlement of the said Proportion, the said Roger Darvall by his Letter under Date the Eight day of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven Copy whereof is Annexed to this Deponents said Bill of Complaint desired this Deponent to draw out a Sketch of such Kind of Collateral Bond as he wished to have for the Amount of his Proportion, notwithstanding which the said Roger Darvall hath ever since Refused to Comply with his own proposition as above stated and in his Answer to this Deponents Bill of Complaint filed in this Honble Court on the fourteenth Day of April last past he hath positively sworn as follows to Wit that he is not informed of any Demand or Consequent promise and agreement made thereupon by the said Alexander Pringle previous to his departure for Europe which was in the Year of our Lord One Thousand Seven hundred and Eighty four to allow the Complainant any proportion in the produce of the aforesaid Villages assigned to him for the payment of his Debt."

This Deponent verily believes that the said Roger Darvall hath in his Possession at this time the funds or Security which was Received from the Government of

Fort

Fort Saint George for the share of the said Alexander Pringle for the Year of Our Lord One Thousand Seven hundred and Eighty four under the former Assignment of Certain Villages of Wyoor and being the same funds whereon this Deponent founds his said Claim on the said Roger Darvall as Acting for the said Alexander Pringle and which Amounts to the said Sum of One Thousand and two hundred and two Pagodas & twenty four fanams together with Interest thereon from the said Twentieth day of October which was in the said Year of Our Lord One Thousand Seven hundred and Eighty Six being the Date of the said Bond of the Government of Fort Saint George, and therefore the Day whereon the said Roger Darvall ought to have Settled with this Defendant

Sworn in Madras this 11th day of August 1789 Before me

Wm Webb
Mayor

S. Towns

J. Popham
Attorney for Complainant

Filed the 26th January 1790

The Answer of Roger Darvall Senior Merchant in the Service of the Honble United Company of Merchants of England trading to the East Indies Defendant to the Amended Bill of Complaint of Stephen Towns a Captain in the said Service 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 Imperfections in the Complainants Bill of Complaint Contained for Answer thereunto, or unto so much thereof as he this Defendant is advised is material for him to make Answer unto, he this Defendant Aswereth and saith, That he denies to stand indebted unto the Compt in the Sum of One Thousand Two hundred and Two Star Pagodas and Twenty four fanams or in any other Sum or Sums of Money whatsoever, as the same is wrongly stated and Setforth by the Complainant, in his said Bill and in the Account Current hereunto Annexed or in any other Account whatsoever And this Defendant saith, that it appears by the Complainants own Shewing that he ought not to have any Demand on this Deponent touching the matters in Question, as it doth not appear by the said

Bill

Bill, that this Defendant doth owe any Sum of Money to the Com-
-plainant under any Construction, wherein a Debt can be legally Crea-
-ted, but that he is called upon as the Attorney or Agent of Alexander
Pringle and this Defendant saith that being so irregularly called
upon to Answer the said Bill, he can only do so, as Attorney to the
said Alexander Pringle, and of Course he can only Answer from
such Matters, as he has heard and been informed of and in order
whereto, this Defendant saith that some Years ago the aforesaid
Alexander Pringle and James Hodges had a Considerable
demand, as he hath been informed, on one Macea Narsinva
Opparow one of the Zemindars of the Honble Company's Northern
Districts who for the Securing the same Mortaged and assigned
over to them the said Alexander Pringle & James Hodges,
Certain Villages that on a Division of the said Villages, so Mortga-
-ged and Assigned, a Number Amounting to Twenty three Villages
in the Veyser District, fell to the share of the said Alexander
Pringle - That some time afterwards, the Governor and Council
of Madras divested the said Opparow of his Zemindary or Country
but Confirmed to Alexander Pringle and James Hodges, the
Mortgage of the Villages he had made to them as aforesaid, for
the Securing of their Several Debts, and Alexander Pringle
Continued to hold the aforesaid Twenty three Villages under
the

the Sanction of Government untill the Latter end of the Year
One Thousand Seven hundred and Eighty four when the said
Governor and Council did order them to be Surrendered and given up,
that Alexander Pringle being at that time in Europe this Defen-
-dant as his Attorney, did, as he was obliged, Accordingly cede and
Vacate the possession he had before held in the said twenty three Villages
- That in Consideration and in lieu thereof the said Governor & Council
did on the Twentieth day of October One Thousand Seven hundred
and Eighty Six, give unto this Defendant as Attorney, to and in
the Name of the said Alexander Pringle, a Bond for the Sum of
Six Thousand Six hundred and Nineteen Pagodas twenty Six fanos
and forty Cash for the produce of the Year One Thousand Seven hun-
-dred and Eighty four, and Condescend at the same time to give Assu-
-rances, that they would Recommend the said Alexander Pringles
demand and Claim on the said Opparow, to the Court of Directors
This Defendant saith that he is not informed that on any of these
Occasions and Transactions thereupon, any mention was made
that the Complainant had any interest either in the
Original Settlement with Opparow aforesetforth, or in the
granting of the said Bond, for the produce of the Assigned
Villages for the Year One Thousand Seven hundred and Eighty
four nor doth it appear by the Masulepatam Records or from
any

any other information that this Defendant hath obtained, but that the said Villages were made over by the said Opparow to the said Alexander Pringle, for his sole use, and for the purpose of Securing to him his own debt, only due from Opparow, and not that the Complainant or any other Person should have a Right in any Degree to Claim a share or participate with him therein — And this Defendant saith, that it appears by the Complainants own Shewing, that the produce of Certain Villages belonging to the said Opparow Should be appropriated to the Seperate discharge of the Debts, due by him to the said Alexander Pringle and James Hodges, and that the Seperate Debts due by the said Opparow, to the Complainant and Arthur Lysaght since deceased, were to be discharged by another means, To Wit by the Annual Payment of three Thousand Pagodas, out of Money to be Collected from the Land Customs, of the Zemindary of Nozeed, and that the Chief and Council of Masulipatam for the time being were to Guarantee the punctual and regular payment of the said Specifick Sum of three Thousand Pagodas to the Complainant and the said Arthur Lysaught and it also appears, by the Complainants own Shewing, that after this Arrangement for the Securing these Respective Claims on Opparow by these Different means, that the Complainant did Actually receive the first Year thereafter, in part

of

of his said Debt the Sum of Two Thousand and five hundred Pagodas being his Proportion of three Thousand Pagodas so Agreed to be paid on the Account aforesaid, no part of which it appears was otherwise appropriated, but for the purpose of Paying off the Complainants and the said Arthur Lysaughts Claims — And this Defendant saith, that he is not informed of any demand from the Complainant or Consequent promise and agreement made thereupon by the said Alexander Pringle, previous to his Departure for Europe, which was in the beginning of the Year One Thousand Seven hundred and Eighty four, to allow the Complainant any proportion in the produce of the aforesaid Villages Assigned to him for the Payment of his Debt — And this Defendant hath written to the said Alexander Pringle since he has been in Europe respecting the same, and the said Alexander Pringle doth not admit of or allow that he ever did make any such promise or Agreement with the Complainant — And this Defendant further saith, that the said Alexander Pringle in the latter end of the Year One Thousand Seven hundred and Eighty three, when he was on the point of taking his Departure for Europe, did appoint this Defendant his Attorney, and did then inform him Verbally of some intentions, that the said James Hodges and himself had of allowing the Complainant a share in the produce

of

of the Year One Thousand Seven hundred and Eighty three, but did not explain himself further than by saying that if Mr. Hodges did, that he this Defendant might — That some time after the said Alexander Pringle's departure from India the said James Hodges, made the Complainant a payment on the Account aforesaid and this Defendant also made the Complainant a payment of three Hundred Pagodas, which this Defendant did without having any other Authority, than what he has before Setforth, and not any written Authority for that purpose — That matters Rested in this posture till October One Thousand Seven hundred and Eighty six, when the Governor and Council granted their aforesaid Bond — some time after which the Complainant laid a Claim to a proportion of the Produce of the aforesaid Villages Assigned over to the said Alexander Pringle for the Year One Thousand Seven hundred and Eighty four, which the Complainant grounded on an Agreement entered into between the said James Hodges the said Alexander Pringle Arthur Lysaught and his self — And also in Virtue of having Received from this Defendant a payment on Account of the Produce of the Year One Thousand Seven hundred and Eighty three — That this Defendant did inform the Complainant that he had never heard of such an agreement that he had a bare Authority to pay the aforesaid three hundred Pagodas, but was in no manner Authorized by the said Alexander Pringle to make any further payments

payments, but informed the Complainant that he would write to the said Alexander Pringle on the Subject and this Defendant saith that he hath Since Received a Letter from the said Alexander Pringle dated London the Twenty ninth day of July One Thousand Seven hundred and Eighty Seven, Copy whereof is hereunto Annexed and Prayed to be admitted as part of this his Answer — Whereby this Defendant saith that it appears that he hath gone further than he was Authorized, by paying the Complainant the Sum of three hundred Pagodas — and Consequently he this Defendant cannot Lawfully allow the Complainant any Interest in the Bond in Question granted by the Governor and Council on the Account aforesaid — And it Clearly appears, by the said Letter, that the Complainant cannot with any Shew of Reason or Justice make any Claim therein, in as much, as he hath not Shewn any, and that his Right is Absolutely disputed by the said Alexander Pringle — And this Defendant saith, that the Conduct of the said James Hodges can in no sense be binding upon him, as the same may arise from Motives which it is evident that the said Alexander Pringle doth not allow of, to be binding on him, and Cannot therefore be binding on this Defendant, who is no more, in the business in Question, than in the Capacity of an Attorney or Agent —

And in Answer to the Interrogatories Exhibited by the said Complainant this Defendant saith, that the

the said Alexander Pringle, did Depart from Madras to Europe in the beginning of the Year One Thousand Seven hundred and Eighty four and this Defendant saith that he doth not Know of Any Agreement having been entered into in the Year of our Lord one Thousand Seven hundred and Eighty four, or at any time previous to the Departure of the said Alexander Pringle, by the Complainant James Hodges Alexander Pringle and Arthur Lysaught for the Arranging Settling and Paying off Certain Sums of Money due and owing by Opparow Zemindar of Nozeed to them and for the dividing the produce of Certain Villages assigned by the President and Council of Fort George for that purpose, on or about the Year of our Lord one Thousand Seven hundred and Seventy Nine, in equal or any proportions between them for their benefit and advantage and Cannot therefore Setforth what was the Nature and purport of such pretended Agreement This Defendant saith that he is Attorney or Agent of the said Alexander Pringle and empowered to act for him and this Defendant saith that he did not previous to the departure of the said Alexander Pringle Receive any Instructions from him concerning payments of Money arising from the produce of any Villages to be made by him as Attorney or Agent of the said Alexander Pringle to the Complainant Yearly or at any period nor any instructions Relating to the Complainant Respecting the Subject matter of this Complainant except as he hath before Setforth, which were not in writing but

verbal

verbal — This Defendant saith that he did as Attorney to the said Alexander Pringle upon the Grounds by him before Setforth, and on no other, pay unto the Complainant the Sum of Three hundred Pagodas — This Defendant saith, that after the said Governor and Council, had ordered him as attorney to the said Alexander Pringle to Surrender and give up the aforesaid Twenty three Villages in the District of Veyoor as aforesaid, and that the same were Surrendered Accordingly — The said Governor and Council did on the Twentieth day of October One Thousand Seven hundred and Eighty Six give unto this Defendant on Account of the Produce of the said Villages for the Year One Thousand Seven hundred and Eighty four, a Bond or Obligation in the Name of the said Alexander Pringle for the sum of Six Thousand six hundred and Nineteen Pagodas, twenty six fanams and forty Cash, which Bond this Defendant hath now in his possession undischarged, But denies that he Received any sum or Sums of Money on Account thereof or any Consideration except the said Bond — and a further Answer to the said pretences this Defendant James Hodges, Alexander Pringle and Arthur Lysaught since Deceased were Creditors of the said Opparow Zemindar of Nozeed but he does not Know that they were jointly so This Defendant saith that the Government of Fort Saint George might have Ordered an enquiry into their said Demands and an Enquiry might have been made Accordingly by the then Chief and Council at Masulipatam Respecting which and the Arrangement

for

for the payment of the said Debts this Defendant hath given every particular Answer as above this Defendant doth know that the Complainant did Remonstrate with the said James Hodges and Alexander Pringle as by him stated — This Defendant doth not know that they did agree in Consequence to give him a proportion of the said Villages of Veyoor — this Defendant saith that the said Alexander Pringle did not previous to his departure for Europe give this Defendant instructions that what this Defendant hath setforth in the former part of his Answer This Defendant did as Attorney to the said Alexander Pringle, pay unto the Complainant the sum of three hundred Pagodas in consequence and under the Circumstances by him before setforth and no other — as he this Defendant had not any instructions from the said Alexander Pringle but what he hath declared in this his Answer This Defendant doth not know of any arrangement being discontinued by the Governor and Council than what he has before shewn — And that in lieu of the Villages mortgaged for the payment of the said Alexander Pringles Debt they gave the Bond before mentioned Amounting to the sum of Six Thousand Six hundred and Nineteen Pagodas twenty six fanams and forty Cash unto this Defendant on Account of the said Alexander Pringle, under the Date of the twentieth October One Thousand Seven hundred and Eighty six This Defendant doth not know of the Proportion of the Complainant thereof being the Sum of One Thousand two hundred and two Pagodas and twenty four fanams or that he hath any proportion therein

This Defendant doth Acknowledge that he did write the original Letter of the Eight day of January One Thousand Seven hundred and Eighty Seven Copy whereof is Annexed unto the Complainants Bill and also Sundry other Letters To Wit on the fifth Day of the said Month of January in the same Year — On the Sixth Day of the same — And on the twenty eight Day of the said Copies whereof made 2.3.4 and 5 are hereunto Annexed for the inspection of this Honble Court and prayed by this Defendant to be admitted as part of this his Answer this Defendant doth admit that the Bond referred to in his Bill is the same as therein stated, but he knoweth nothing of any proportion the Complainant hath therein This Defendant doth not know that the Complainant received on Account of Charmahal the Annual Sum of One Thousand four hundred and fifty three Pagodas and twenty seven fanams for five Years Successively either with or without any Written Agreement This Defendant doth not know but from James Hodges Affidavit and from what the Complainant hath setforth that he had settled with the Complainant respecting a proportion to which the Complainant says he had a Claim under the same Concern and this Defendant saith that he doth not think that the Complainant hath a just Right to the sum of One Thousand two hundred and two Pagodas and twenty four fanams as part of the said Bond of Six Thousand six hundred and Nineteen Pagodas twenty six fanams and forty Cash —

And

And this Defendant saith that having Answered the said Complainants Bill and the several Interrogatories thereto annexed particularly, he humbly conceives, that the Defendants demand is groundless, and without any manner of foundation in Law Equity and Reason, and that if the Complainant hath Received any Injury, it cannot be from this Defendant, and that he ought not to such Redress from him but from the Governor and Council.

All which Matters and things this Defendant is Ready and willing to aver maintain and prove as this Hon'ble Court shall direct and most humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained.

Sworn by Commission at Ingeram the 6th February 1790.

G. Jayer
Reg.r

Roger Darvall
H. G. Dwight
Atty. Deft.

No 4

Extract from a Letter from Mr Pringle Dated London 29th July 1787.

I am now come to your Letter of the 19th February with its inclosures between you and Captn Towns I can only say thereon, that in the Course of the Opparow Transaction many things were verbly proposed, and as often set aside to accommodate all parties, none of which, I considered as binding on any unless were formally allowed of afterwards, such happened Respecting Mr Hodges and self, and it is impossible for me at this Distance of time to charge my memory with all that may have passed so as to form Instructions for your guidance. I do Remember Mr Hodges and I having in Agitation to Consider Captn Towns's Claim, should the Purgannah be Continued under our Charge, but I donth Recollect our ever agreeing in what manner that should be done, nor can I find among my Papers, any Information on the Subject, Indeed I am Certain we never came to any Specifick Agreement on it, nor can there be produced any Voucher to that Effect, or surely I should have a Copy of it.

You mention to have made Mr Towns a payment in your first Letter to him, on this he grounds his Claim in his Answer and in your Rejoinder, you allow you had no Instructions from me to warrant your doing so I think you had not, and tho I Readily acquiesce in the payment you made, to loose the Money I by no means consider you did it, from my Authority nor had you were any directions from me to that Effect that I Remember for I never considered myself bound, to make any payments to Captn Towns, and I challenge him to produce any Voucher that I am, further

further than your having made one, in my name since my departure, which you allow were not Authorized to do from my instructions

true Copy

H. J. Du Puy
Atty Defendt.

N 2

5th January 1787

Captain Towns

I have received your note Yesterday desiring to know the Amount of the bond I have received from Government on Account of Mr. Pringle that you might be able to ascertain your share of the Voyoor produce for 85 from whence such Demand can at this time arise, I am totally at a loss to know as I can find no trace whatever of its ever having been made during the Length of time Mr. Pringle has enjoyed the produce of those Villages, which I understand from Documents in my possession was Expressly and solely appropriated to the Liquidation of Opparows Debt to Messrs. Hodges and Pringle without any Reservation fo you or any other of opparows Creditors this being the Case I am under the necessity of declining a Compliance to your Demand of Yesterday untill I Receive particular Instructions from Mr. Pringle on the Subject which I shall take the first Opportunity of Communicating to him.

I am Sir Your Obedient Servant
R. Darvall

A true Copy
H. J. Du Puy
Atty Defendt.

N 3

5th or 6th January 1787

Captain Towns

Few words than those you hade done me the honor to make use of would have equally Recalled to my memory the transaction which I confess had totally escaped me on my Return to Ingeram I shall take the first Opportunity to Examine my Instructions from Mr. Pringle Relative to the Voyoor business and shall willingly Comply with your Demand if I find it agreeable to them I have no wish whatever but to act conformably to Mr. Pringles Order.

I am Sir
Vt. Yr. R. Darvall

true Copy
H. J. Du Puy
Atty Defendt.

N 4

8th January 1787

Captain Towns

Untill I Return to Ingeram I cannot say what the Exact Amount is of the Bond I have Received on Account of Mr. Pringle in the mean time I shall be glad if you will at your leisure draw

further than your having made one, in my name since my departure, which you allow were not Authorized to do from my instructions

true Copy

H. J. Du Puy
Attg Defendt

N 2

5th January 1787

Captain Towns

I have received your note Yesterday desiring to know the Amount of the bond I have received from Government on Account of Mr Pringle that you might be able to ascertain your share of the Voyoor produce for 85 from whence such Demand can at this time arise, I am totally at a loss to know as I can find no trace whatever of its ever having been made during the Length of time Mr Pringle has enjoyed the produce of those Villages, which I understand from Documents in my possession was Expressly and solely appropriated to the Liquidation of Opparows Debt to Messrs Hodges and Pringle without any Reservation fo you or any other of opparows Creditors this being the Case I am under the necessity of declining a Compliance to your Demand of Yesterday untill I Receive particular Instructions from Mr Pringle on the Subject which I shall take the first Opportunity of Communicating to him.

I am Sir Your Obedient Servant
R. Darvall

A true Copy
H. J. Du Puy
Attg Defendt

N 3

5th or 6th January 1787

Captain Towns

Few words than those you have done me the honor to make use of would have equally Recalled to my memory the transaction which I confess had totally escaped me on my Return to Ingeram I shall take the first Opportunity to Examine my Instructions from Mr Pringle Relative to the Voyoor business and shall willingly Comply with your Demand if I find it agreeable to them I have no wish whatever but to act conformably to Mr Pringles Order.

I am
Sir
&c &c R Darvall

true Copy
H. J. Du Puy
Attg Defendt

N 4

8th January 1787

Captain Towns

Untill I Return to Ingeram I cannot say what the Exact Amount is of the Bond I have Received on Account of Mr Pringle in the mean time I shall be glad if you will at your leisure

draw

further than your having made one, in my name since my departure, which you allow were not Authorized to do from my instructions

true Copy

H. J. Du Puy
Attg Defendt

N 2

5th January 1787

Captain Towns

I have received your note Yesterday desiring to know the Amount of the bond I have received from Government on Account of Mr Pringle that you might be able to ascertain your share of the Veyoor produce for 85 from whence such Demand can at this time arise, I am totally at a loss to know as I can find no trace whatever of its ever having been made during the Length of time Mr Pringle has enjoyed the produce of those Villages, which I understand from Documents in my possession was Expressly and solely appropriated to the Liquidation of Opparows Debt to Messrs Hodges and Pringle without any Reservation fo you or any other of opparows Creditors this being the Case I am under the necessity of declining a Compliance to your Demand of Yesterday untill I Receive particular Instructions from Mr Pringle on the Subject which I shall take the first Opportunity of Communicating to him.

I am Sir Your Obedient Servant
R. Darwall

A true Copy
H. J. Du Puy
Attg Defendt

N 3

5th or 6th January 1787

Captain Towns

Few words than those you hade done me the honor to make use of would have equally Recalled to my memory the transaction which I confess had totally escaped me on my Return to Ingeram I shall take the first Opportunity to Examine my Instructions from Mr Pringle Relative to the Veyoor business and shall willingly Comply with your Demand if I find it agreeable to them I have no wish whatever but to act conformably to Mr Pringles Order.

I am Sir
Yrs &c. &c. R. Darwall

true Copy
H. J. Du Puy
Attg Defendt

N 4

8th January 1787

Captain Towns

Untill I Return to Ingeram I cannot say what the Exact Amount is of the Bond I have Received on Account of Mr Pringle in the mean time I shall be glad if you will at your leisure

draw

draw out a Sketch of such Kind of Collateral Bond you wish to have for your proportion as I would prefer this to the giving a Receipt on the back of your Bond to Mr. Pringle —

I am
Sir &c. &c.

R. Darvall

true Copy
H. J. Du Puy
Atty. Defendt.

No. 5.

28th January 1787

Captain Towns

On a Reference to Pringle's Papers Relating to the Veyoor Villages I find I am by no means Authorised to grant the Collateral bond you demanded from me when at Masulipatam and that I cannot with safety to myself do it not that I mean to dispute your right to a proportion, that is appoint I am in no shape interested in, But I wish to have some Authority to produce for my own Security however Pringle might be Satisfied his Heirs in Case of an Accident to him, might justly Call me to Account, and make me Responsible When Pringle left his Country he told me that Mr. Hodges and himself had it in Agitation to allow a Certain share in the produce and desired me to be guided in a great measure by what Mr. Hodges might do, and in Consequence I made you a payment

on a former Occasion but this was merely Verbal, and I have no Authority whatever for it at any Rate as there is no prospect of touching the Money of Many Years if can be no detrument to your Claim waiting Pringles Answer on the Subject I am induced to do from no other motive those a Wish to avoid disagreeable Consequence —

I am
Sir &c. &c.

R. Darvall

true Copy
H. J. Du Puy
Atty. Defendt.

Filed 6th April 1790

The Replication of Stephen Towns to the Answer of Roger Darvall —

This Repliant 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 in such Manner as the same are therein and thereby setforth and Declared and that the Answer of the said Defendant is untrue and insufficient in the Law to be by this Repliant

Repliant Replied unto for divers manifest Imperfections and Uncertainties therein contained the Benefit of Exception whereunto being now and at all times saved unto this Repliant and for further Replication this Repliant saith that he allows that the Defendant is Attorney to the said Alexander Pringle and is sure Attorney to him that this Repliant demands Payment and Satisfaction as is set forth in his Bill of Complaint and such Demand is made from the Specific funds of the said Alexander Pringle which are stated to be in the Defendants Hands and Subject to this Repliants said Personal Claim thereon as having had originally an inherent Right thereto whether the said Second Years Corps of Mayavo Villages was delivered in Kind to the said Alexander Pringle or his Atty or whether the Value was paid in specie or whether as the Case in Question happens to be such Value was secured by a Compromise Bond, and this Repliant saith that Altho the said Defendant has been sued as the Attorney of the said Alexander Pringle as far as Relates to this Repliants Claim being on Property which the Defendant holds as Attorney to the said Alexander Pringle yet if it shall appear to the Satisfaction of this Honble Court that the Defendant was fully informed of this Repliants Claim on the said property and that he therefore wantonly and unjustly withholds from this Repliant that Satisfaction to which this Repliant has a Claim this Repliant hopes this Honble Court will give Judgement against the Defendant for the Amount Charged by this Repliant with Costs of Suit This Repliant saith that by his Bill of Complaint it appears that this Repliant and Arthur Lysaught having considered that the true Intent spirit and purport of the Instructions sent from the Presidency of Fort Saint George to the Chief and Council of Masulipatam were to give no Preference whatever to the said James Hodges and Alexander Pringle and that after preventing the same to the said James Hodges and Alexander Pringle and their Determination to seek Redress from the Government of Fort St George unless they were allowed to receive their Proportions according to their respective Debts of the Annual Produce of the Villages assigned the said James Hodges and Alexander Pringle did consent thereto and did in consequence faithfully promise and undertake to pay the Repliant his several Proportion of all such Money as should be received from the said Villages and that such Promise and undertaking were made before the Departure of the said Alexander Pringle for Europe and that his Attorney the said Roger Dawsonne did in the Knowledge thereof pay this Repliant the share of the first Year to wit the Year of our Lord One Thousand Seven hundred and Eighty three and that when instead of continuing to receive the Produce of the said Countries Government continued to receive the Produce of the said Countries Government had been pleaded to pay the Amount thereof by their Bonds and that the said James Hodges did pay this Repliant his Proportion out of his Bond and did upon Oath as set forth in the Exhibit A Annexed

Annexed to this Repliants Bill of Complaint state that after Certain Conversations held with the said Alexander Pringle respecting this Repli-ants Situation with Opparow the said Alexander Pringle did at Length Resolve to abide by what he the said James Hodges should determine to do for this Repliants Advantage respecting their Villages of Weyoor and told the said James Hodges he should leave Instructions to that Effect with his Attorney the Defendant and that after conversing with the Defendant he found the said Alexander Pringle had left such Instructions with him and that in Consequence the Defendant and he paid to this Repliant a share of the Crop for One Year of the said Villages of Weyoor in Proportion as this Repliants Claim stood with the said Alexander Pringles and James Hodges jointly and that in Consequence of Such Agreement between the said Alexander Pringle and James Hodges did make over unto this Repliant in the same Proportion as he did the former Year some share of a Company's Bond being in Part Amount of another Years produce of the Villages which were the said James Hodges's in Veyoor and that he had no doubt the Defendant stands firmly bound to do the same from those Villages that were the said Alexander Pringles from the Directions the Defendant received from the said Alexander Pringle and by force of the said Agreement between the said Alexander Pringle and James Hodges this Repliant humbly Submitteth that the Defendant is bound to make good to this Repliant the share aforesaid in the said

Bond

Bond so granted by Government to the Defendant for Account of the said Alexander Pringle being equal to his share of the Crop of the said Year One Thousand Seven hundred and Eighty four and with Interest thereon from the Date of the said Bond as Charged by this Repliant in his Bill of Complaint and this Repli-ant further saith that the Defendant cannot at all advantage him-self by any Argument from the acquiescence of this Repliant and the said Arthur Lysaught in receiving their seperate Proporti-ons from the Land Customs because such Acquiescence for the time was in the Idea of the Continuance of Payment from such fund for as many Years as the said James Hodges and Alexander Pringle did receive their Assigned Proportion from the said Villages of Weyoor and it appears that the Claim in question originates from the Discontinuance of Payment from such Land Customs to this Repliant and the said Arthur Lysaught why the Payments continued to be made to the said James Hodges and Alexander Pringle from the Villages of Weyoor which advantage in their favor was so evidently against the Intention of Government that the said James Hodges and Alexander Pringle would not risk the Consequence of a Representation thereof to Government and therefore mani-festly gave in to the Arrangement in Question as their only

Alternative

Alternative And this Repliant humbly insists that the testimony of the said James Hodges in manner as above stated is conclusive in favor of this Repliant and shews the Justice as well as futility of the Evasions used by the said Alexander Pringle and the Defendant. And this Repliant prays leave to Call the Attention of this Honble Court to the Hardiness of the Defendant in his Assertions in his Answer wherein he Ventures to say "That he is not informed of any Demand from the Complainant or consequent Promise or Agreement made thereupon by the said Alexander Pringle previous to his Departure for Europe which was in the Beginning of the Year One Thousand Seven hundred and Eighty four to allow the Complainant any Proportion in the Produce of the aforesaid Villages assigned to him for the Payment of this Debt" when the Defendant had before him the said Testimony on Oath of the said James Hodges who could have had no Interest whatever in Stating the fact but had parted with his Property under the Conviction of this Repliants right thereto under the same Circumstances which give rise to this Repliants Claim on the Defendant from the said property of the said Alexander Pringle and this Repliant is also surprised at Another strong Assertion of the Defendant which his own Letter Contradicts namely that the said Villages "were made over by the said Opparew to the said Alexander Pringle for his sole use and for the Purpose of Securing to him his own

Debt

Debt only due from apparow" when the said Affidavit of the said James Hodges calls them "our Villages of Weyoor" meaning the said James Hodges and Alexander Pringle jointly, and in the Defendants Letters Annexed to his Answer under Date the said Twenty Eight day of January he says "when Pringle left this Country he told me that Mr Hodges and himself had it in Agitation to allow a Certain share in the produce and desired me to be guided in a great measure as what Mr Hodges might do" nor can it avail to the said Alexander Pringle to disallow this Repliants Claim by any Letter to the said Defendant when it stands so firmly supported by his previous assurance to the said James Hodges and the Payment to this Repliant of three hundred Pagodas on Account shews that the Defendant had a Conviction of this Repliants Right on the said Alexander Pringle and it is further manifested by the admission of the Defendant in his Answer that this Repliant made his Demand soon after the Governor and Company had granted the said Bond for Account of the said Alexander Pringle and the truth is this Repliant made the Demand as soon as he Knew the Bond had been granted this Repliant disavows that Any motives could have urged the said James Hodges which are not equally bending on the said Alexander Pringle Namely the good faith and Honor of the Parties in the Transactions and arrangements in Question

This

This Repliant lastly saith that the Defendants Letter to this Repliant under Date the twenty Eight day of January which was in the Year of our Lord One thousand Seven hundred and Eighty seven Copy whereof he has annexed to his Answer appears to Contradict such parts of the Defendants Answer which militate against this Repliants Claim on the said Alexander Pringle for after acquiescing as the Defendant had done as by his Letter of the Eight day of the said Month January in this Repliants requisition for a share of the said Bond he refers in his said second Letter to the Instructions of the said Alexander Pringle and endeavours to shelter his refusal under the tenor thereof, nevertheless he says that he does not mean to dispute this Repliants right to a proportion but Looks to an Authority for his own Security stating "however Pringle "might be satisfied his heirs in case of an accident to him might justly "call me to account and make me responsible, when Pringle left this "Country he told me that Mr Hodges and himself had it in agitation "to allow a Certain share in the produce and desired me to be guided in "great measure by what Mr Hodges might do and in consequence I made "you a Payment on a former occasion, but this was merely Verbal and "I had no Authority whatever for it."

The Defendant then states that as there is no prospect of touching the Money for many Years it could be no detriment to this Repliants Claim to wait the Answer of the said Alexander Pringle on the Subject which he saith he was induced to do from no other motive than to avoid disagreeable Consequence from all which this Repliant humbly Submits that the Defendant Acknowledgeth himself bound to act as the said James Hodges had done and that his refusal to do so was "because the said Alexander Pringle might not agree and that he has his Attorney might be made responsible had he acted without legal Sanction which Sanction this Repliant humbly Prays may be granted by this Honble Court by giving a Decree in favor of this Repliant in Manner as he hath already prayed in his Bill of Complaint.

J. Popham
Attg for Rept.

Filed the 27th April 1790.

The General Rejoinder of Roger Darvall Defendant to the Replication of Stephen Towns 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 Replication Contained for Rejoinder thereunto saith that he will ever Maintain and prove all and Singular the Matters and things Contained

This Repliant lastly saith that the Defendants Letter to this Repliant under Date the twenty Eight day of January which was in the Year of our Lord One thousand Seven hundred and Eighty seven Copy whereof he has annexed to his Answer appears to Contradict such parts of the Defendants Answer which militate against this Repliants Claim on the said Alexander Pringle for after acquiescing as the Defendant had done as by his Letter of the Eight day of the said Month January in this Repliants requisition for a share of the said Bond he refers in his said second Letter to the Instructions of the said Alexander Pringle and endeavours to shelter his refusal under the tenor thereof, nevertheless he says that he does not mean to dispute this Repliants right to a proportion but Looks to an Authority for his own Security stating "however Pringle "might be satisfied his heirs in case of an accident to him might justly "call me to account and make me responsible, when Pringle left this "Country he told me that Mr Hodges and himself had it in agitation "to allow a Certain share in the produce and desired me to be guided in "great measure by what Mr Hodges might do and in consequence I made "you a Payment on a former occasion, but this was merely Verbal and "I had no Authority whatever for it."

The Defendant then states that as there is no prospect of touching the Money for many Years it could be no detriment to this Repliants Claim to wait the Answer of the said Alexander Pringle on the Subject which he saith he was induced to do from no other motive than to avoid disagreeable Consequence from all which this Repliant humbly Submits that the Defendant Acknowledgeth himself bound to act as the said James Hodges had done and that his refusal to do so was because the said Alexander Pringle might not agree and that he has his Attorney might be made responsible had he acted without legal Sanction which Sanction this Repliant humbly Prays may be granted by this Honble Court by giving a Decree in favor of this Repliant in Manner as he hath already prayed in his Bill of Complaint.

J. Popham
Attg for Rept.

Filed the 27th April 1790.

The General Rejoinder of Roger Darvall Defendant to the Replication of Stephen Towns 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 Replication Contained for Rejoinder thereunto saith that he will ever Maintain and prove all and Singular the Matters and things Contained

Contained in this Defendants 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 Setforth and alledged and that the said Replication is very untrue Evasive and insufficient for this Defendant to make any further or other Answer thereunto Except what he hath before in his Answer Setforth.

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.

H. J. Du Puy
Atty 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 Mayor's Court at Madraspatnam wherein Stephen Towns Esquire Captain in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort St George is Complainant and Roger Darvall of Masulipatam Esquire Senior Merchant in the said Service and under the said Presidency of Fort Saint George is Defendant

On the Part of the Complainant

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?

To James Hodges 2nd Look at the Paper writing now produced and shewn to you at this the time of your Examination marked A purporting to be an Affidavit taken by you before Anthony Sadlier Esquire, Is or is not the same signed by you and was or was not the same given to the Complainant with a View to enable him to obtain Justice from the Defendant and does or does not the said Paper Writing or affidavit contain the principal matters of fact which have fallen within your Knowledge Respecting the matters now at Issue between the Complainant and Defendant?

To Ditto 3rd Supposing you and the Defendant as Attorney for Alexander Pringle had Received a third Years Produce of the Wyoor Districts on account of your Claims on Opparow the then Zemindar of Nozeed Do you or do you not consider that you and the Defendant would have been bound to your Conviction with the Complainant

contained in this Defendants 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 Setforth and alledged and that the said Replication is very untrue Evasive and insufficient for this Defendant to make any further or other Answer thereunto Except what he hath before in his Answer Setforth.

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.

H. J. Du Puy
Atty 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 Mayor's Court at Madraspatnam wherein Stephen Towns Esquire Captain in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort St George is Complainant and Roger Darvall of Masulipatam Esquire Senior Merchant in the said Service and under the said Presidency of Fort Saint George is Defendant

On the Part of the Complainant

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?

To James Hodges 2nd Look at the Paper writing now produced and shewn to you at this the time of your Examination marked A purporting to be an Affidavit taken by you before Anthony Sadlier Esquire, Is or is not the same signed by you and was or was not the same given to the Complainant with a View to enable him to obtain Justice from the Defendant and does or does not the said Paper Writing or affidavit contain the principal matters of fact which have fallen within your Knowledge Respecting the matters now at Issue between the Complainant and Defendant?

To Ditto 3rd Supposing you and the Defendant as Attorney for Alexander Pringle had Received a third Years Produce of the Wyoor Districts on account of your Claims on Opparow the then Zemindar of Nozeed Do you or do you not consider that you and the Defendant would have been bound to Your Conviction with the Complainant

Complainant to have paid him his Proportion therefrom, and that you or do you not consider that the said Alexander Pringle and the Defendant as his Attorney were under all the Circumstances of the Case equally bound with yourself to the Complainant in all matters respecting the said Villages of Meyoor?

To Ditto ... 4th ... 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 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. Stephens
Attz for Compltt

Masulipatam 17th June 1788.

Mr Roger Darvall having declined giving Captain Stephen Towns Satisfaction respecting some demand he Capt Towns made on him as Attorney to Alexander Pringle Esquire and Captain Towns having desired of me to give him information on the Subject on Oath for the sole Purpose of Obtaining Justice from Mr Darvall I do as follows Vizt

Mr Pringle and myself had Conversations respecting Captain Towns Situation with Apparao at Length he Mr Pringle previous to his Embarkation for Europe to Abide by what I might determine to do for Captain Towns advantage in the Villages of Meyoor and told me he should leave instructions to that effect with his Attorney Mr Darvall and on Conversing with Mr Darvall I found he Mr Pringle had left such instructions with him whether in writing or not I forget and in consequence Mr Darvall and myself did pay Captain Towns a share of the Crop of one Year of the Villages of Meyoor in proportion on his demand on Apparao stood with Mr Pringles and more Lately and in Consequence also of this Agreement between Mr Pringle and myself I did make over to Captain Towns in the same Proportion as I did the former Year same share of a Company's Bond Loan in part Amount of another Years Crop of the Villages that were mine in Meyoor and I have no doubt Mr Darvall stands firmly bound to do the same from those Villages that were Mr Pringles from the Directions he received from Mr Pringle and the Agreement between Mr Pringle and me.

It is to be observed that the Crops I have specified above are the only Crops of Meyoor allowed Messrs Hodges and Pringle since the latter left India.

Masulipatam 18th June 1788. James Hodges

Sworn to before me this Day

Smith Taylor
Chief

In

Complainant to have paid him his Proportion therefrom, and did you or did you not consider that the said Alexander Pringle and the Defendant as his Attorney were under all the Circumstances of the Case equally bound with yourself to the Complainant in all matters Respecting the said Villages of Weyoor?

To Ditto . . 4th . . . Do you Know of any other matter or thing or have you heard or can you Setforth any thing touching the matters in Question in this Cause that may tend to the Benefit or advantage of the Complainant. If Yea Declare the same as you 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. Popham
Atty for Complt

Masulipatam 17th June 1788.

Mr Roger Darwall having declined giving Captain Stephen Towns Satisfaction Respecting some demand he (Captain Towns) made on him as Attorney to Alexander Pringle Esquire and Captain Towns having desired of me to give him information on the Subject on Oath for the sole Purpose of Obtaining Justice from Mr Darwall I do it as follows Vizt

Mr Pringle and myself had Conversations Respecting Captain Towns's Situation with Opparow at Length he (Mr Pringle) Resolved previous to his Embarkation for Europe to Abide by what I might determine to do for Captain Towns's advantage in our Villages of Weyoor and told me he should leave instructions to that effect with his Attorney Mr Darwall and on Conversing with Mr Darwall I found he (Mr Pringle) had left such instructions with him (whether in writing or not I forget) and in consequence Mr Darwall and myself did pay Captain Towns a share of the Crop of one Year of the Villages of Weyoor in proportion as his demand on Opparow stood with Mr Pringles and mine Jointly and in Consequence also of this Agreement between Mr Pringle and myself I did make over to Captain Towns in the same Proportion as I did the former Year same share of a Company's Bond being in part Amount of another Years produce of the Villages that were mine in Weyoor and I have no doubt Mr Darwall stands firmly bound to do the same from those Villages that were Mr Pringles from the Directions he received from Mr Pringle and the Agreement between Mr Pringle and me.

It is to be observed that the Crops I have specified above are the only Crops of Weyoor allowed Messrs Hodges and Pringle since the latter left India.

Masulipatam 18th June 1788.

James Hodges

Sworn to before me this Day

Anth Sadleir
Chief

In

In the Honble the Mayors Court at Madraspatnam Between Stephen Towns Complainant and Roger Darvall Defendant Exhibit A on the Part of the Complainant

J. Popham
Attg for Complt.

This Exhibit Marked A was shewn to Mr James Hodges at the time of his Examination before me on the Part of the Complainant in a Certain Cause now depending In the Honble the Mayors Court at Madraspatnam wherein the said Stephen Towns is Complainant and Roger Darvall is Defendant was on the 18th Day of May Anno Domini 1790

Joseph Shawe
Exr

Mayor's Court at Madraspatnam

Between Stephen Towns Esquire Captain in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort St George Complainant and Roger Darvall of Masulipatam Esquire Senior Merchant in the said Service and under the said Presidency of Fort Saint George Defendant

On the Part of the Complainant

Deposition

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

Mr James Hodges Second of Masulipatam Aged forty Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Eighteenth day of May One Thousand Seven hundred and Ninety Signified at the Office of Mr Henry DuPuy who is Attorney for the Defendant 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 Stephen Towns in this Cause, and that he hath so Known him about Sixteen Years and that he doth know the Defendant Roger Darvall in this Cause, and that he hath so Known him about fifteen Years and more he saith not to this first Interrogatory

2nd To the Second Interrogatory this Deponent hath looked at the Paper Writing now Produced and Shewn to him at this the time of his Examination Marked A purporting to be an affidavit take by him before Anthony Sadlier Esquire and says, that the same is signed by him, and given to the Complainant with a View to enable him, to obtain Justice from the Defendant and further says that the said Paper Writing or Affidavit does Contain the Principal matters of fact which have

have fallen within his this Deponents Knowledge, Respecting the Matters now at Issue between the Complainant and Defendant and more he saith not to this second Interrogatory.—

3d ..... To the Third Interrogatory this Deponent saith, that the Conviction or agreement spoke of in the first part of this Interrogatory, was as the Exhibit Marked A particularly specifies, between Mr Pringle and this Deponent, and not between Mr Pringle this Deponent and the Complainant—inconsequence of which he, this Deponent allowed Captain Towns part of two Years produce of his Villages in Weyoor, and had this Deponent Kept this Villages an other Years he should Certainly have done the same, and he has no doubt, but that Mr Darvall from the Instructions he received from Mr Pringle, was bound to do the same—and more he saith not to this, or to the last Interrogatory.—

James Hodges

Joseph Shawe
Exr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 3d Day of August Anno Domini 1790—

Present

Vincentio Corbett Esquire Mayor

James Call and Andrew Ross
Aldermen

Stephen Towns
vrs
Roger Darvall

Bill with Copies of two Exhibits marked A and B Annexed Read—

Affidavit of Stephen Towns Read—

Answer with Copies of five Exhibits Marked No 1.2.3.4 & 5 Annexed Read—

Replication Read—

General Rejoinder Read—

Interrogatories on the Part of the Complainants with an Exhibit Annexed Read—

One Deposition taken thereunto Read—

This Cause Coming on to be heard and Debated this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with Copies of two Exhibits Marked A and B Annexed, The Affidavit, The Defendants Answer with Copies of five Exhibits Marked No 1.2.3.4 & 5 Annexed

The

The Replication, The General Rejoinder, The Interrogatories and Deposition on the Part of the Complainant with One Exhibit Annexed On Hearing the Pleadings made use of by Attorneys and on due Consideration had thereon This Court doth think fit to order and Decree and doth Accordingly Order and Decree that the Complainants Bill do stand dismissed and that each party do pay their own Costs.

A Cur

Court of Appeals at Madraspatnam } Saturday the 17th Day of December Anno Domini 1791.

Between Stephen Towns Esquire Captain in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George Appellant and Roger Darvall of Masulipatam Esquire Senior Merchant in the said Service Respondent

This Cause Coming on this Day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayor's Court together with the Decrees of the said Court given in this Cause on Tuesday the 3rd Day of August Anno Domini 1790 upon due Consideration of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do stand affirmed and that the Appellant's Petition be hence Dismissed with Costs.

A Cur

Chas. N. White
Clk

Filed the 16th December 1791.

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of George Pasley

Sheweth,

That your Petitioner was admitted of the Honble Society of Lincolns Inn about seven years ago and Kept most of the terms therein, with a View to Qualify himself for being called to the Bar, had he not been Obliged to Return to Madras previous to his Compleating the Accustomed.

That your Petitioner is desirous of practising the profession to which he has been brought up and therefore prays that your Honble Court will be pleased to Admit him as an Attorney and Notary thereof

G. Pasley

Filed the 16th December 1791

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of
Geo Edwd Askin

Sheweth

That your Petitioner having been informed that the appointment of Deputy Register to this Honble Court hath become Vacant by the Resignation of Mr Andrew Amor your Petitioner humbly presumes to offer himself a Candidate for that appointment in his Room

Should your Petitioner in his Application be so fortunate as to meet with the approbation of this Honble Court his constant study will be to prove himself worthy of the favor conferred upon him by a faithfull and diligent discharge of the duties of this Station

And your Petitioner as in duty bound will Ever Pray

Geo Edwd Askin

Filed the 20th December 1791

To the Honble the Mayor's Court at Madraspatnam

The Petition of Charles Parker One of the Attorneys of the said Court

Sheweth

That your Petitioner being desirous of Resigning his Seat in the Honble Mayor's Court prays that the said Honble Court will admit of this so desiring and your Petitioner as in duty bound will Ever Pray

Chas Parker

Filed the 31st December 1791

In the Honble the Mayor's Court at Madraspatnam

Between Canacapully Sawmy Naick
Complainant
and Brother and Vysaver Defendants

The Humble Petition of the above named Compt

Sheweth

That your Petitioner files a Bill of Complaint against the above named Defendants for the Recovery of a Certain Sum of Money Charged by your Petitioner to be due to him from the Defendants in manner as in your Petitioners Bill is Set forth

That after the usual Proceedings were had the Cause came on to be heard on the Ninth day of November One Thousand Seven hundred and Ninety in this Honble Court were pleased to give a Decree in favor of your Petitioner from which Decree the Defendants hath 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

the Original Papers in the above Cause to the Honble the Court of Appeals to attend the hearing of the said Cause.

J. Popham
Atty for your Petitioner

Filed the 30th December 1794.

In the Honble the Mayor's Court at Madraspatnam

Between Alavoocaura Padmanaba Mastry and Vengana Mastry, Kitchoo Mastry and Vencatasha Mastry by their Attorney William Tovey Complainant

and

Caunacapore Vencata Rama Pillay Defendant.

The Humble Petition of the abovenamed Complainant

Sheweth

That your Petitioner filed a Bill of Complt against the abovenamed Defendant for the recovery of a Certain sum of Money Charged by your Petitioner to be due to him from the Defendant as in your Petitioner's Bill is setforth.

That after the usual Rules issued for the Defendant to Answer your Petitioners Bill this Honble Court was pleased on the Second Day of November One Thousand Seven hundred and Ninety to give a Decree in favor of your Petitioner.

From which Decree the Defendant hath appealed to the Honble 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 with the above Cause to the Honble the Court of Appeals to attend the hearing of the said Cause.

J. Popham
Atty for your Petitioner

Filed the 30th December 1794.

In the Honble the Mayor's Court at Madraspatnam

Between John Whitehill by his Attorney William Sydenham Complainant

and

Juggapah Puntaloo Alias Condraigula Juggapah Defendant

The Humble Petition of the abovenamed Complt

Sheweth

That your Petitioner filed a Bill of Complaint against the abovenamed Defendant for the recovery of a Certain Sum of Money Charged by your Petitioner to be due to him from the Defendant in manner as in your Petitioners Bill is setforth. That after the usual Proceedings were had the Cause Came on to be heard on the thirteenth day of November One Thousand Seven hundred and Ninety

Nicety when this Honble Court were pleased to give a Decree in favor of your Petitioner—

From which Decree the Defendant hath 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 the Court of Appeals to attend the Hearing of the said Cause—

J. Bopham
Attg for your Petitioner—

Filed the 30th December 1794—

In the Honble the Mayor's Court at Madraspatnam

Between Sir John Menzies Baronet by his Attorney Thomas Chase and Thomas Berry of Fort Saint George Merchants Complainants and Sastra Pillay of Madras Inhabitant Defendant

The Humble Petition of the abovenamed Complainants

Sheweth,

That your Petitioners filed a Bill of Complaint against the abovenamed Defendant for the Recovery of a certain sum of Money Charged by your Petitioners to be due to them from the Defendant in Manner as in Your Petitioners Bill is Set forth—

That the usual Rules having passed to Answer your Petitioners Bill and the Defendant having neglected to file

file his Answer this Honble Court were pleased on the Second Day of November One thousand Seven hundred and Ninety to give a Decree in favor of your Petitioner—

From which Decree the Defendant hath 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 the Court of Appeals to attend on the Hearing of the said Cause—

J. Bopham
Attg for your Petitioner—

Filed the 30th December 1794—

In the Honble the Mayor's Court at Madraspatnam

Between Gabriel Doveton by his Attorney Sir John Menzies by his Attorneys Thomas Chase and Thomas Berry Complainants and Cunnapore Ramiah pillay Defendant—

The Humble Petition of the abovenamed Complts

Sheweth

That your Petitioner filed a Bill of Complaint against the abovenamed Defendant for the Recovery of a certain sum

of

of Money Charged by your Petitioner to be due to him from the Defendant in Manner as in your Petitioners Bill is Setforth

That after the usual Proceedings were had the Cause came on to be heard on the fifth day of October One Thousand Seven hundred and Ninety when this Honble Court were pleased to give a Decree in favour of your Petitioner From which Decree the Defendant hath 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 the Court of appeals to attend the Hearing of the said Cause.

J. Popham
for Petr

Filed the 31st December 1794.

In the Honble the Mayors Court at Madraspatnam

Between George Moubray Complt and Nagapah Chilly Defendant

The Humble Petition of the above named Complainant Sheweth

That your Petitioner filed a Bill of Complaint against the above named Defendant for the recovery of a Certain Sum of Money Charged by your Petitioner to be due to him from the Defendant in manner as in your Petitioners Bill is Setfourth.

That after the usual Proceedings were had this Cause came on to be heard on the fourteenth Day of December One Thousand Seven hundred and Ninety when this Honble Court were pleased to give a Decree in favour of your Petitioner.

From which Decree the Defendant hath 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 the Court of Appeals to attend the Hearing of the said Cause.

J. Popham
Attg for Petitioner

Filed 28th October 1780.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Covoor Videnada Moodelliar of Madras Inhabitant that Henry Benjamin Sulivan a Captain in the Service of his Highness the Nabob of Arcott Stands Indebted unto your Orator in the full and just sum of Nine Hundred Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of three hundred

hundred and Sixty Pounds or thereabouts Being the Amount Prin-
-cipal of a Note of hand given and granted unto your Orator by the said
Henry Benjamin Sulivan Dated the Twenty Seventh Day of Au-
-gust in this Present Year of our Lord One Thousand Seven Hundred
and Eighty Copy of which hereunto annexed for the Inspection of this
Honble Court and your Orator Prays may be admitted as part of this
Bill of Complaint the Original whereof is in your Orators Possession and
ready to be produced when required and whereas your Orator hath fre-
-quently and in an Amicable Manner requested Payment of the said
Sum of Nine hundred Pagodas from the said Henry Benjamin
Sulivan.

But now so it is may it Please this Honble
Court the said Henry Benjamin Sulivan Obstinately & wilfully
refuses to pay the same or to give your Orator any manner of Satis-
-faction 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
Henry Benjamin Sulivan may upon his Corporal Oath full true
Direct and Perfect Answer make to all and Singular the Matters and things
hereinbefore Set forth and Alledged as fully truely and Effectually to all
Intents and Purposes as if the same were hereagain repeated & Particularly
Interrogated and that he may be Decreed to pay unto your Orator the
aforesaid Sum of Nine hundred Pagodas together with all such
Interest

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
Henry Benjamin Sulivan to be Summoned and required by the Sheriff of
Fort Saint George Town of Madraspatnam and the Districts thereof Per-
-sonally to be and appear before this Honble Court at a Certain time and
Place to be by this Honble Court prefixed and appointed then & 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

27th October 1780

H. Du Puy
Atty Compt.

This Bill was shewn to me between
the Days of Adjournment let a Summons
Issue Returnable next Court Day

Edwd. Jno. Holland
Mayor

Borrowed and received from Covoor Videnadah Moodelier
the Sum of Nine hundred Star Pagodas.

Fort Saint George
27th August 1780.

H. B. Sulivan

true Copy

H. Du Puy
Atty Compt.

Filed the 24th June 1788 in Court

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orators Covoor Yagambarah Moodelly and Mootiah Moodelliar of Madras Inhabitants Administrators of all and Singular the Goods Chattels Credits Rights and effects of Covoor Vidianadah Moodelly late of Madras Inhabitant Deceased That Whereas the said Covoor Vidianadah Moodelly did in his life time which was in the Year of our Lord One Thousand Seven hundred and Eighty Exhibit a Bill of Complt in this Honble Court against Henry Benjamin Sulivan alias Henry Boyle Sulivan a Captain in the Service of his Highness the Nabob of the Carnatick for the Sum of Nine hundred Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of three hundred and Sixty Pounds whereupon a Summons did issue Requiring him the said Henry Benjamin Sulivan to Appear before this Honble Court and your Orators Shew that the said Henry Benjamin Sulivan did Accordingly appear upon Service of the said Summons against him in the Name Henry Benjamin Sulivan and did not make any Objection at the said time of his Name and Title not being properly and rightly Called and described nor did he afterwards upon the usual Rules issuing for him in the name of Henry Benjamin Sulivan to Answer Put in any Answer to the said Bill nor any Plea or mismanner pointing out that his name was Henry Boyle Sulivan and not Henry Benjamin Sulivan but did suffer all the said Rules or Notices to Answer to go and be directed in the name of Henry Benjamin Sulivan and to which name his Attorney regularly and duely appeared and Consented when such Rules were prayed in open Court without alledging any thing to the Contrary but that his Name was Henry Benjamine Sulivan and his said Attorney upon a Certificate being produced According to the practice of this Honble Court attesting that the usual Rules had passed and that the Defendant had not put in any Answer to the Bill of the said Complainant the said Attorney did not object to a Decree passing against the said Henry Benjamine Sulivan alias Henry Boyle Sulivan on the twelfth day of December in the same Year, in the Name and Title given him in the said Bill of Complaint and for the full Sum therein sued for, together with Interest that then was due or shall thereafter became due thereon also all Costs of the suit, From which said Decree the said Henry Benjamine Sulivan did on the thirteenth day of the said Month and in the aforesaid Year appeal to the President and Council of Fort Saint George alledging many things which in no wise regarded the matter in question and particularly that his name was Henry Boyle Sulivan and not Henry Benjamine Sulivan to which said appeal the said Covoor Vadianadah did on the twelfth day of January One Thousand Seven hundred and Eighty One put in his

Answer

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 Nine Hundred Pagodas / Pag.s 900 — / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this suit

A Cur

Court of Appeals at Madraspatnam } &c

Saturday the 24 day of December Anno Domini 1791

Between Benjamin Sulivan of Fort Saint George Esquire Administrator to the Estate and Effects of Henry Benjamin Sulivan alias Henry Boyle Sulivan Deceased Appellant and Covoor Yagambarah Moodelly and Covoor Mootiah Moodelly Administrators to the Estate and Effects of Covoor Videanada Moodelly Deceased Respondents

This Cause Coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 12th day of Decr. Anno Domini 1780 upon due Consideration had of the matters therein Severally Contained and of the Pleadings and arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court Dated the 12th day of December Anno Domini 1780 be reversed and that the further time of Seven Days from this 24th day of December Anno Domini 1791 be given the appellant to Plead or Answer to the Respondents Bill of Complaint in the Honble the Mayor's Court each party paying his own Costs in this Court

A Cur

Chas. N White
clk

Filed 13th May 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ninapah Moodelliar Administrator of all and Singular the goods Chattels Rights and Credits which are left unadministered of John Sikes Deceased By his Attorney Richard

Know all Men by these Presents that I Stephen Popham of Madras Esquire am held and firmly bound unto Ninapah Moodelliar of Madras Dubash Administrator to all and Singular the Goods Chattles Rights and Credits which were Unadministered of John Sykes Deceased in the Penal sum of Six Thousand Star Pagodas Current Money of Madras for the Payment whereof well and truly to be made unto the said Ninapah Moodeliar as Administrator aforementioned his Administrators and Assigns I do hereby bind myself my Heirs Executors Administrators firmly by these Presents Sealed with my Seal and Dated in Madras this fifth day of June in the Year of Our Lord One Thousand Seven hundred and Eighty Six.

Whereas the above bound Stephen Popham borrowed and Received of James Johnson in his life time the Administrator to the Estate and Effects of John Sykes the full and just sum of three Thousand Star Pagodas Current Money of Madras to Run at Interest at the rate of Twelve per Cent per Annum and payable in twelve Months and Whereas such said Principal sum was part of the Estate and Effects of John Sykes and found in his Possession at the time of his Decease And Whereas the said Stephen Popham hath agreed to Continue and Keep such said Sum in his hands to Run at the same Interest upon his mortgage Bond or Obligation and Whereas there is now due the said Sum of three Thousand Star Pagodas for the Securing of the Payment whereof he the said Stephen Popham Doth hereby Mortgage assign and Set

Set over all his House and Premises which he hath lately built and which he doth now inhabit and which is Situated on part of the Ground purchased by the said Stephen Popham of the Honble the united East India Company on their Grant bearing Date the Second Day of May in the Year of Our Lord One Thousand Seven Hundred and Eighty the Bill of Sale of which said House this Day deposited in the hands of the said Ninapah Moodelliar the Administrator

Now the Condition of the above written obligation is such that if the above bounden Stephen Popham his Heirs Executors or Administrators shall well and truly pay or Cause to be paid unto the abovenamed Ninapah Moodelliar his Administrators and Assigns the above Sum of three Thousand Star Pagodas with Interest thereon at the Rate of twelve per Cent per Annum on or before Twelve Months from the day of the Date hereof or in Case he shall pay the Interest thereof at the Expiration of the said Twelve Month that then if he shall pay the Principal and the Remaining Interest within two Years from the Date hereof that then the above written Obligation and all the Matters above Set forth to be well and void but if default shall happen to be made by the said Stephen Popham his heirs Executors or Administrators in the Premises then the said Ninapah Moodelliar his Administrators or Assigns shall be at liberty to sell or dispose of the

Know all Men by these Presents that I Stephen Popham of Madras Esquire am held and firmly bound unto Ninapah Moodelliar of Madras Dubash Administrator to all and Singular the Goods Chattles Rights and Credits which were Unadministered of John Sykes Deceased in the Penal sum of Six Thousand Star Pagodas Current Money of Madras for the Payment whereof well and truly to be made unto the said Ninapah Moodeliar as Administrator aforementioned his Administrators and Assigns I do hereby bind myself my Heirs Executors Administrators firmly by these Presents Sealed with my Seal and Dated in Madras this fifth day of June in the Year of Our Lord One Thousand Seven hundred and Eighty Six.

Whereas the above bound Stephen Popham borrowed and Received of James Johnson in his life time the Administrator to the Estate and Effects of John Sykes the full and just sum of three Thousand Star Pagodas Current Money of Madras to Run at Interest at the rate of Twelve per Cent per Annum and payable in twelve Months and Whereas such said Principal sum was part of the Estate and Effects of John Sykes and found in his Possession at the time of his Decease And Whereas the said Stephen Popham hath agreed to Continue and Keep such said Sum in his hands to Run at the same Interest upon his mortgage Bond or Obligation and Whereas there is now due the said Sum of three Thousand Star Pagodas for the Securing of the Payment whereof he the said Stephen Popham Doth hereby Mortgage assign and Set

Set over all his House and Premises which he hath lately built and which he doth now inhabit and which is Situated on part of the Ground purchased by the said Stephen Popham of the Honble the united East India Company on their Grant bearing Date the Second Day of May in the Year of Our Lord One Thousand Seven Hundred and Eighty the Bill of Sale of which said House this Day deposited in the hands of the said Ninapah Moodelliar the Administrator

Now the Condition of the above written obligation is such that if the above bounden Stephen Popham his Heirs Executors or Administrators shall well and truly pay or Cause to be paid unto the abovenamed Ninapah Moodelliar his Administrators and Assigns the above Sum of three Thousand Star Pagodas with Interest thereon at the Rate of twelve per Cent per Annum on or before Twelve Months from the day of the Date hereof or in Case he shall pay the Interest thereof at the Expiration of the said Twelve Month that then if he shall pay the Principal and the Remaining Interest within two Years from the Date hereof that then the above written Obligation and all the Matters above Setforth to be well and void but if default shall happen to be made by the said Stephen Popham his heirs Executors or Administrators in the Premises then the said Ninapah Moodelliar his Administrators or Assigns shall be at liberty to sell or dispose of the

the said House and Premises at Public Outcry and to pay himself and themselves the amount of the above written Obligation and to pay the Surplus unto the said Stephen Popham his Executors Administrators or assigns Notice nevertheless of fourteen Days at the Least being first given of the said Sale as aforesaid in the Event of any default as Aforesaid.

Sealed and Delivered (where no Stampt Paper is to be had) in the Presence of
(Signed) Man Johnson
(Signed) Wm Rutter

(Signed) J. Popham (L.S.)
true Copy
G. Chalmer
Atty for Compt

N° 530

(L.S.) This is to Certify that Stephen Popham of Fort St George Esqr hath this Day appeared before us and Declares that he is the Lawfull owner of a House and Ground, formerly granted by the Honble the President and Council of Fort St George as Appears by the Grant dated on the 24th day of May 1780, to the said Stephen Popham Containing in length from East to West One hundred and Seventy feet and in Breadth from North to South Seventy One feet, together with a Piece of Ground, Adjoining measuring in length from East to West on the North side Seventy three feet and on the South side Seventy four

four feet and in Breadth from North to south Seventy feet, which premises are Situated at Pedda Naicks Pettah, in Audeapah Naicks Street Between Attapolliam Street, and the New Street of the said Stephen Popham, the above premises having been Examined and measured by Goorropauthom Mastery Bricklayer employed on that Service are valued by him at the Sum of Seven Thousand Pagodas To Testify the truth whereof We have hereunto Set our Hands and Caused the Seal of the Choultry Court at Fort Saint George to be affixed this Thirtieth day of April One Thousand Seven Hundred and Eighty two.

Registered in Fort Saint George this 24th Day of April 1782.
William Ross
Register

Anth Sadleir
Mr Williams } Justices

true Copy
G. Calmer
Atty for Compt

To all People to whom these Presents shall come Greeting Whereas Stephen Popham of Madras Esquire for himself his Heirs Executors and Administrators, in and by One Bond or written Obligation by him duly Executed bearing Date at Madras on the Fifth day of June last past and in this present Year of Our Lord One Thousand Seven hundred and Eighty Six become Bond unto Ninapah Moodelliar of

of Madras Dubash and Administrator of all and Singular the Goods Chattels Rights and Credits which were of John Sykes Deceased, in the Penal sum of Six thousand Star Pagodas Current Money of Madras Conditioned for Securing the Certain Payment of three Thousand Star Pagodas Current Money of Madras and Interest from the Day of the Date thereof at and after the Rate of twelve p.Cent p.Annum to the said Ninapah Mondelliar as Administrator or Assigns for the Effectual Securing the Payment of the principal Money and Interest in the terms and at the time in the said Bond or written Obligation as is mentioned and Expressed — He the said Stephen Popham hath Deposited with the said Ninapah Mondelliar his House Bill of Sale No 530 as Certified by the Justices and duly Registered in the Chantry Court at Madras aforesaid on the Thirtieth day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty two which said House and Premises are Situate in the Black Town of Madras, on a part of the Ground granted to him the said Stephen Popham by the Honble the President and Council of Fort Saint George, under and by Virtue of a Grant or Deed bearing Date in Fort Saint George aforesaid on the second Day of May which was in the Year of Our Lord One Thousand Seven Hundred and Eighty which said House and Premises are by the said Stephen Popham Mortgaged and made over to the said Ninapah Mondelliar as Administrator as aforesaid his Administrators or Assigns with Power and Authority to sell and Dispose of the same to Satisfy and Pay off the Principal Money and Interest of the aforesaid Bond or written Obligation to the said Ninapah Mondelliar his Administrators or Assigns in Case of failure of Payment of the time Limited and Expressed in the Condition thereof, all which will fully and at Large appear by Reference to the Original Bond or written Obligation and the said Bill of Sale herewith Assigned and Delivered Now Know ye that the said Ninapah Mondelliar Sole Administrator of all and Singular the Goods Chattels Rights and Credits, which were of the said John Sykes Unadministered for and in Consideration of the said Principal Sum of three Thousand Star Pagodas with the Interest due thereon at the Rate of twelve p.Cent p.Annum from the Day of the Date thereof to him in hand well and truly paid and fully Satisfied by Richard Cole at present of Fort Saint George Inhabitant the Receipt whereof He the said Ninapah Mondelliar as Administrator as aforesaid doth hereby Acknowledge — He the said Ninapah Mondelliar as Administrator as aforesaid hath Assigned Transferred and Set over and by these Presents Doth for himself, his Heirs Executors and

Administrator

Administrators Assigns Transfer and Set over unto the said Richard
Cole his Heirs Executors Administrators and Assigns the said Recited
Bond or written Obligation and Mortgaged Premises afore recited
and the Money thereupon due and owing and all his Right Claim
and Interest as Administrator aforesaid, in and to the same and to
every part thereof and the said Ninapah Mordelliar as Administra-
trator as aforesaid for the Consideration aforesaid Hath made Cons-
tituted and Appointed, and by these Presents doth make Cons-
titute and Appoint the said Richard Cole his Executors Admi-
nistrators or Assigns his true and Lawful Attorney and Attornies
Irrevocable for him and in the Name and Names of his Executors
and Administrators but for the Sole and proper use and benefit
of the said Richard Cole his Executors Administrators or Assigns
to ask, Require, Demand, and Receive of and from the said Stephen
Popham his Heirs Executors and Administrators the Money
due or to become due on the said Bond, and on non Payment thereof
him the said Stephen Popham his Heirs Executors and Admi-
nistrators to sue for, and Recover the same, and on Payment thereof
to deliver up, and Cancel the said Bond and Bill of Sale or Mortga-
ged Premises, and to give full and Sufficient Releases and Discharges
therefore and One or more Attorney or Attornies under him to make
Make and Appoint, and whatsoever the said Richard Cole his
Attorney or Attornies shall Lawfully do in the Premises the said
Ninapish Mordelliar doth hereby allow and affirm and the said Ninapah
Mordelliar as Administrator aforesaid doth Covenant with the said Richard
Cole, that he the said Ninapah Mordelliar hath not Received nor will
Receive the said Money due on the said Bond or any part thereof but
will own and allow of all Lawfull Proceedings for Recovery thereof by the
said Richard Cole saving the said Ninapah Mordelliar harmless of
and from any Costs that may happen to him thereby In Witness
whereof he the said Ninapah Mordelliar hath hereunto Set his
hand Seal in Fort Saint George this Eleventh Day of September One
Thousand Seven hundred and Eighty Six.

Signed Sealed and Delivered
where no Stamp'd Paper is to be had
in the presence of
/Signed/ Neal Mackenzie
/Signed/ Domingos Johnson

/Signed/ Ninapah (L.S.)
Admr of John Sydlie dec.d

True Copy
G Chastner
Atty for Compt.

To all People to whom these Presents shall come Greeting.

Whereas Stephen Popham of Madras Esquire for himself
his Heirs Executors and Administrators in and by One Bond or written
Obligation by him duly Executed, bearing Date at Madras
on the fifth day of June last past and which are in the Year of
Our Lord One Thousand Seven hundred and Eighty Six Became bound
unto

Administrators Assign Transfer and Setover unto the said Richard Cole his Heirs Executors Administrators and assigns the said Recited Bond or written Obligation and Mortgaged Premises afore recited and the Money thereupon due and owing and all his Right Claim and Interest as Administrator aforesaid, in and to the same and to every part thereof and the said Ninapah Moodeliar as Administrator as aforesaid for the Consideration aforesaid, Hath made Constituted and Appointed, and by these Presents doth make Constitute and Appoint the said Richard Cole his Executors Administrators or Assigns his true and Lawful Attorney and Attornies Irrevocable for him and in the Name and Names of his Executors and Administrators but for the Sale and proper use and benefit of the said Richard Cole his Executors Administrators or assigns to ask, Require, Demand, and Receive of and from the said Stephen Popham his Heirs Executors and Administrators the Money due or to become due on the said Bond, and on non Payment thereof him the said Stephen Popham his Heirs Executors and Administrators to sue for, and Recover the same, and on Payment thereof to deliver up, and Cancel the said Bond and Bill of Sale or Mortgaged Premises, and to give full and Sufficient Releases and Discharges therefore and One or more Attorney or Attornies under him to constitute and Appoint, and whatsoever the said Richard Cole his

Attorney or Attornies shall Lawfully do in the Premisses the said Ninapah Moodelliar doth hereby allow and affirm and the said Ninapah Moodelliar as Administrator aforesaid doth Covenant with the said Richard Cole, that he the said Ninapah Moodelliar hath not Received nor will Receive the said Money due on the said Bond or any part thereof but will own and allow of all Lawfull Proceedings for Recovery thereof he the said Richard Cole saving the said Ninapah Moodelliar harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Ninapah Moodelliar hath hereunto Set his hand Seal in Fort Saint George this Eleventh Day of September One Thousand Seven hundred and Eighty Six.

(Signed) Ninapah (L. S.)
Admr. of John Sykes decd

Signed Sealed and Delivered where no Stampt Paper is to be had in the presence of
(Signed) Neal Mackenzie
(Signed) Domingos Johnson

True Copy
G. Chalmer
Atty. for Compt.

To all People to whom these Presents shall come Greeting Whereas Stephen Popham of Madras Esquire for himself his Heirs Executors and Administrators in and by One Bond or written Obligation by him duly Executed, bearing Date at Madras on the fifth day of June last past and which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six Became bound unto

Administrators Assign Transfer and Setover unto the said Richard Cole his Heirs Executors Administrators and assigns the said Recited Bond or written Obligation and Mortgaged Premises afore recited and the Money thereupon due and owing and all his Right Claim and Interest as Administrator aforesaid, in and to the same and to every part thereof and the said Ninapah Moodeliar as Administrator as aforesaid for the Consideration aforesaid, Hath made Constituted and Appointed, and by these Presents doth make Constitute and Appoint the said Richard Cole his Executors Administrators or Assigns his true and Lawful Attorney and Attornies Irrevocable for him and in the Name and Names of his Executors and Administrators but for the Sale and proper use and benefit of the said Richard Cole his Executors Administrators or assigns to ask, Require, Demand, and Receive of and from the said Stephen Popham his Heirs Executors and Administrators the Money due or to become due on the said Bond, and on non Payment thereof him the said Stephen Popham his Heirs Executors and Administrators to sue for, and Recover the same, and on Payment thereof to deliver up, and Cancel the said Bond and Bill of Sale or Mortgaged Premises, and to give full and Sufficient Releases and Discharges therefore and One or more Attorney or Attornies under him to constitute and Appoint, and whatsoever the said Richard Cole his Attorney or Attornies shall Lawfully do in the Premisses the said Ninapah Moodelliar doth hereby allow and affirm and the said Ninapah Moodelliar as Administrator aforesaid doth Covenant with the said Richard Cole, that he the said Ninapah Moodelliar hath not Received nor will Receive the said Money due on the said Bond or any part thereof but will own and allow of all Lawfull Proceedings for Recovery thereof he the said Richard Cole saving the said Ninapah Moodelliar harmless of and from any Costs that may happen to him thereby In Witness whereof he the said Ninapah Moodelliar hath hereunto Set his hand Seal in Fort Saint George this Eleventh Day of September One Thousand Seven hundred and Eighty Six.

(Signed) Ninapah (L. S.)
Admr. of John Sykes decd.

Signed Sealed and Delivered where no Stampt Paper is to be had in the presence of
(Signed) Neal Mackenzie
(Signed) Domingos Johnson

True Copy
G. Chalmer
Atty. for Compt.

To all People to whom thus Presents shall come Greeting Whereas Stephen Popham of Madras Esquire for himself his Heirs Executors and Administrators in and by One Bond or written Obligation by him duly Executed, bearing Date at Madras on the fifth day of June last past and which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six Became bound unto

unto Ninapah Mondelliar of Madras Dubash and Administrator of all and Singular the Goods Chattels Rights and Credits which were of John Sykes deceased, in the Penal Sum of Six Thousand Star Pagodas Current Money of Madras, Conditioned for Securing the Certain Payment of three Thousand Star Pagodas Current Money of Madras — And Interest from the Day of the Date thereof at and after the rate of Twelve per Centpr Annum to the said Ninapah Mondelliar as Administrator as aforesaid or to his Administrators or Assigns and for the better or More Effectual Securing the Payment of the principal Money and Interest on the terms, and at the time in the said Bond or Obligation Limited, mentioned, and Expressed — He the said Stephen Popham Mortgaged and Deposited with the said Ninapah Mondelliar his House Bill of Sale No 530 as Certified by the Justices and duly Registered in the Choultry Court at Madras aforesaid, on the Thirtieth day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty two which said House and Premises are Situate in the Black Town of Madras — on a part of the ground granted to him the said Stephen Popham by the Honble the President and Council of Fort Saint George under and by Virtue of a grant or Deed bearing Date in Fort Saint George aforesaid on the second Day of May which was in the Year of Our Lord One Thousand Seven hundred and Eighty — which said House and Premises are by the

said Stephen Popham Mortgaged and made over to the said Ninapah Mondelliar as Administrator as aforesaid, his Administrators or Assigns with Power and Authority to sell and dispose of the same to satisfy and pay of the principal Money and Interest of the aforecited Bond or written Obligation to the said Ninapah Mondelliar his Administrators or Assigns — in case of failure of Payment at the time Limitted and Expressed in the Condition thereof — all which will fully and at large appear by Reference to the Original Bond or written Obligation, and the said Bill of Sale therewith assigned and Delivered And Whereas the said Ninapah Mondelliar as sole Administrator of all and Singular the Goods, Chattels Rights and Credits which were of the said John Sykes Unadministered for, and in Consideration of the said Principal Sum of three Thousand Star Pags with the Interest due thereon at the Rate of twelve per Cent per Annum to the Eleventh day of September One Thousand Seven hundred and Eighty Six to him in Hand well and truly paid and fully Satisfied by Richard Cole then and now of Fort Saint George Inhabitant, the Receipt whereof he the said Ninapah Mondelliar as Administrator as aforesaid hath fully acknowledged he the said Ninapah Mondelliar as Administrator as aforesaid, for himself his Heirs Executors Administrator Hath assigned, Transferred and Set over, unto the said Richard Cole his Heirs Executors Administrators and Assigns the said recited Bond or written Obligation from the said Stephen Popham together with

the

unto Ninaspah Mordelliar of Madras Dubash and Administrator of all and Singular the Goods Chattels Rights and Credits which were of John Sykes deceased, in the Penal Sum of Six Thousand Star Pagodas Current Money of Madras, Conditioned for Securing the Certain Payment of three Thousand Star Pagodas Current Money of Madras— And Interest from the Day of the Date thereof at and after the rate of Twelve p[er] Cent p[er] Annum to the said Ninaspah Mordelliar as Administrator as aforesaid or to his Administrators or Assigns and for the better or More Effectual Securing the Payment of the principal Money and Interest on the terms, and at the time in the said Bond or Obligation Limited, mentioned, and Expressed— He the said Stephen Popham Mortgaged and Deposited with the said Ninaspah Mordelliar his House Bill of Sale N° 530 as Certified by the Justices and duly Registered in the Chowltry Court at Madras aforesaid, on the Thirtieth day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty two which said House and Premises are Situated in the Black Town of Madras or a part of the ground granted to him the said Stephen Popham by the Honble the President and Council of Fort Saint George under and by Virtue of a grant, or Deed bearing Date in Fort Saint George aforesaid on the second Day of May which was in the Year of Our Lord One Thousand Seven hundred and Eighty— which said House and Premises are by the said Stephen Popham Mortgaged and made over to the said Ninaspah Mordelliar as Administrator as aforesaid, his Administrators or Assigns with Power and Authority to sell and dispose of the same to satisfy and pay of the principal Money and Interest of the aforesaid Bond or written Obligation to the said Ninaspah Mordelliar his Administrators or Assigns— in case of failure of Payment at the time Limitted and Expressed in the Condition thereof— all which will fully and at large appear by Reference to the Original Bond or written Obligation, and the said Bill of Sale thereunto assigned and Delivered And Whereas the said Ninaspah Mordelliar as sole Administrator of all and Singular the Goods, Chattels Rights and Credits which were of the said John Sykes Unadministered for and in Consideration of the said Principal Sum of three Thousand Star Pags with the Interest due thereon at the Rate of twelve p[er] Cent p[er] Annum to the Eleventh day of September One Thousand Seven hundred and Eighty Six to him in Hand well and truly paid and fully Satisfied by Richard Cole then and now of Fort Saint George Inhabitant, the Receipt whereof he the said Ninaspah Mordelliar as Administrator as aforesaid hath fully acknowledged he the said Ninaspah Mordelliar as Administrator as aforesaid, for himself his Heirs Executors Administrators Hath assigned, Transferred and Set over, unto the said Richard Cole his Heirs Executors Administrators and Assigns the said Recited Bond or written Obligation from the said Stephen Popham together with the

the

the House Bill of Sale and Mortgaged Premises aforesaid and the Money thereupon due and owing — And all his Right Claim and Interest as Administrator as aforesaid for the Consideration aforesaid — Hath also made Constituted and appointed the said Richard Cole his Heirs Executors Administrators or Assigns, his true and Lawful Attorney and Attorneys Irrevocable for him and in the Name and Names of his Executors and Administrators — but for the Sole and proper Use and benefit of the said Richard Cole his Executors Administrators or Assigns to ask Require Demand and Receive of and from the said Stephen Popham his Heirs Executors and Administrators the Money due or to become due on the said Bond or written Obligation, and on non Payment thereof, him the said Stephen Popham his Heirs Executors and Administrators for to sue for and Recover the same, and on Payment thereof to deliver up, and Cancel the said Bond and Bill of Sale or Mortgage Premises — And to give full and Sufficient Release and Discharge for the same, and one or more Attorney or Attornies under him to Constitute and appoint, and whatsoever the said Richard Cole his Attorney or Attorneys shall Lawfully do in the Premises the said Nundapah Moodelliar hath Engaged and Covenanted to allow and affirm and the said Nundapah Moodelliar or Administrator aforesaid hath further Covenanted to and with the said Richard Cole, that he the said Nundapah Moodelliar

Moodelliar hath not Received, nor will Receive the said Money due on the said Bond or any Part thereof, but will own and allow of all Lawful Proceedings for Recovery thereof, which said Deed of Assignment and the Several Covenants from the said Nundapah Moodelliar as Administrator to the Estate and Effects Rights and Credits of the said John Sykes deceased to the said Richard Cole his Heirs Executors Administrators and Assigns was duly Executed in Fort Saint George on the Eleventh day of September last past, and which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Six — And Whereas I Richard Cole of Fort Saint George Inhabitant have this Day Received of John Tulloh of the same Place Merchant the full & Just sum of Three Thousand two Hundred and ten Star Pagodas Current & Legal Money of Madras being the full Amount principal, and Seven Months Interest thereupon due this day Now these Presents Witness that I the said Richard Cole for and in Consideration of the said Sum of Three Thousand Two Hundred and ten Star Pagodas to me in Hand well and truly Paid by the said John Tulloh the Receipt whereof I the said Richard Cole do hereby Acknowledge and thereof and of every part thereof Do acquit and Discharge the said John Tulloh his Heirs Executors Administrators and Assigns for ever, and be it further Known that I have Bargained Sold assigned Transferred and Set over and by these Presents Do for myself my Heirs

Executors

Executors and Administrators Bargain, Sell assign Transfer and Absolutely Set over the said Original Bond or written Obligation of the said Stephen Popham the House Bill of Sale, and the Assignment thereof to me from the said Ninapah Moodelliar as Administrator of John Sykes, to have and to hold the same and all and every Part of the Principal Money and Interest due thereupon and to grow due to him the said John Tulloh His Heirs Executors Administrators and Assigns from henceforth to his and their own Proper use and Behoof for ever — And I the said Richard Cole do hereby Substitute and in my Place and Stead put Depute Authorize and Appoint him the said John Tulloh to be my true and Lawful Attorney Irrevocable and Do give and grant unto him his Heirs Executors Administrators and Assigns full Power and Authority in my Name and Names of my Heirs Executors or Administrators but to the only proper use and Behoof of him the said John Tulloh his Heirs Executors Administrators or Assigns, to ask, Demand, Sue for, Levy, Recover, Acquit Release, and Discharge the said Debt so due on the said Bond or written Obligation Bill of sale and Mortgage Premisses together with the Assignment thereof to me, and every or any part thereof, & acquittances or other proper discharges for me and in my Name or in the Name or Names of my Executors or Administrators to give and grant and that as fully and Essentially as I myself could do, was I personally present, and I the said Richard Cole hereby for my self my Heirs Executors and Administrators Covenant and promise to Ratify and Confirm all and whatsoever he or they shall Lawfully do or Cause to be done in or about the Premisses by Virtue of these Presents — And I the said Richard Cole for myself my Heirs Executors and Administrators do hereby further Covenant Engage and promise to and with the said John Tulloh his Heirs Executors Administrators and Assigns — that I the said Richard Cole not Received nor will Receive the said Money due on the said Bond or written Obligation and Assignment or any part thereof, neither shall or will Release acquit or discharge the said Bond or written Obligation and Assignment or any part thereof but will own & allow of all lawful Proceedings for Recovery thereof he the said John Tulloh saving me the said Richard Cole harmless of and from all Costs and Charges in the Premisses In Witness whereof I have hereunto Set my hand and affixed my Seal in Fort George this Fifth day of January in the Year of Our Lord One Thousand Seven hundred and Eighty Seven —

Signed Sealed and Delivered where no Stampt Paper is to be had in the presence of

(signed) Edward Ellis
Notary Publick

(signed) Neal Mackenzie

(signed) Richard Cole (L.S.)

The foregoing Assignment has my full assent

(signed) J. Popham
17th 87

True Copy

G. Chalmer
Atty for Compt.

Dr. Stephen Popham In Account Current with John Tulloh. Cr.

1776 June	5th	To the amount of your Bond bearing date this day	300	1790 May	5th	By Balance due this Day	44 10
1790 May	5th	Interest on Debts to this Day is 3 Years & 11 months at 12 p Cent p Annum	44 10				
		Pagodas	44 10			Pagodas	44 10

Fort Saint George
May 5th 1790
Errors Excepted
(Signed) J Tulloh

True Copy
G Chalmer
Atty for Compt

Filed the 22nd June 1790

The Answer of Stephen Popham to the Bill of Complaint of Hinapah Moodelliar Administrator of John Jykes deceased by his Attorney Richard Cole by his Attorney John Tulloh.

This Defendant Acknowledgeth to be indebted to the Complainant in the Sum Sued for and that the Complainant hath shewn great forbearance in not pressing this Defendant for payment at an earlier period but he at the same time saith that he has so envolved himself by a well Known Public Speculation as to be totally deprived of the means of Satisfying the Complainant either immediately or within any short limited period and is therefore obliged from mere necessity to Crave the benign interposition of this Honble Court under the peculiar hardship of his Situation to stay Proceeding to an Execution till after two Years from this time this Defendant praying in the mean time the Current Interest on the aggregate sum sued for, and the Proportional parts of the Principal at the Expiration of every Six Months from the Date which suggestion this Defendant declares to be the utmost he can look for, but if he can by any fortunate event discharge his Debt to the Complainant sooner he Promises to do so — This Defendant saith that as the Premises in question are

by

Stephen Popham & Account Current with John Tullock ... Cr

by the Complainants own Shewing in the Chouttry Bill of Sale Annexed to his Bill of Complaint valued at Seven Thousand Pagodas the Complainant can run no ultimate Risk by a Compliance with this Defendants Proposition he therefore humbly Prays the same of this Honble Court paying also Costs of the suit

Sworn to in Court
this 22nd June 1790
G Taylor
Regr

J Popham
J Popham
Attyy for Defendt

Mayor's Court at Madraspatnam

Tuesday the 17th Day of August Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor
Andrew Ross — John Mitford and
James Landon — Aldermen!

Between Ninapah Moodelliar Administrator of all and Singular the Goods Chattels Rights and Credits which were left unadministered of John Sykes Deceased by his Attorney Richard Cole formerly of Madras Inhabitant But now on the Kingdom of Great Britain or Else here by his Attorney John Tullah of Parkhaint George Esquire Complainant & Stephen Popham of Madras Gentlemen an Attorney in this Honble Court Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both sides on Reading the Complainants Bill with Copies of a Certain Mortgage Bond or obligation a Chouttry Bill of Sale two Assignments thereof and an Account Current Annexed, the Defendants Answer On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall Pay unto the Complainant the full and just Sum of Four Thousand Four Hundred and Ten Star Pagodas (Star Pagodas 4410 ...) 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

Hur

Court of Appeals at Madraspatnam } F.

Saturday the 24th day of December Anno Domini 1791.

Between Stephen Popham of Madras Gentleman One of the Attornies in this Honble Court appellant & Neneapah Moodelliar Administrator of all and Singular the Goods Chattels Rights and Credits which were left unadministered of John Sykes Deceased by his Attorney Richard Cole formerly of Madras Inhabitant but now in the Kingdom of Great Britain or elsewhere by his Attorney John Tulloh of Fort Saint George Esquire Respondent.

This Cause Coming this Day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 17th August Anno Domini 1790 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and Doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do stand affirmed and that the appellants Petition be hence Dismissed with Costs.

A Cur

Chas N. White
clk

Filed in Court 1st June 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Cuppage late a Captain now a Major in the Service of the Honble the United Company of Merchants of England trading to the East Indies and under their Presidency of Fort Saint George by his Attornies Josias Du Pre Porcher and Henry Read head of Fort Saint George Merchants That Vincentio Corbett and Hugh Boyd also of the same Place Merchants stand justly and truly and indebted unto your Orator in the full and just Sum of Seven Thousand and Eighty 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 two Thousand Eight hundred and thirty four Pounds Eight Shillings or thereabouts and your Orator Sheweth that on the twenty

twenty Eight day of June in the Year of Our Lord One Thousand Seven Hundred and Eighty four the said Vincentio Corbett and Hugh Boyd did borrow and Receive from your Orator Six Bonds Executed by their agents and on behalf of the Honble the East India Company at their Presidency of Fort Saint George, and your Orator Sheweth that the said Vincentio Corbett and Hugh Boyd did on Account thereof and on the said twenty eight day of June in the said Year of Our Lord One Thousand Seven Hundred and Eighty five duly execute unto your Orator a Bond or Writing Obligatory wherein they jointly and Severally bound themselves, their Heirs, Executors and Administrators in the Penal Sum of Fourteen Thousand One Hundred and Seventy two Pagodas Current of Madras or Company's Bonds to that Amount and your Orator Sheweth that the said Bond or Writing Obligatory did state that whereas the said Vincentio Corbett and Hugh Boyd had borrowed and Received of your said Orator Six Company's Bonds as per Margin Amounting to the full and just Sum of Seven Thousand and Eighty Six Pagodas, to Run at Interest at Eight p Cent p Annum payable in twelve Months And your Orator further Sheweth that the Condition of the said Bond or writing Obligatory was such that if the said Vincentio Corbett and Hugh Boyd jointly & or Severally or their Heirs Executors, Administrators or Assigns, shall well and truly pay or Cause to be paid unto your Orator his Heirs, Executors, Administrators or Assigns the full and just Sum of Seven Thousand and Eighty Six Pagodas Current Money of Madras, or Company's Bond to that Amount, together with such Interest as should or might become due thereupon, then the said Obligation to be void and of no Effect otherwise to continue in full force and Virtue as well more fully and at Large appear by a Reference to the said Bond or writing Obligatory whereof a Copy is hereunto Annexed for the inspection of this Honble Court to which your Orator begs Leave to Refer and prays the same may be admitted as part of this his Bill of Complaint. the Original whereof is in the Possession of your Orators said Attorneis and Ready to be produced when Required And your Orator Sheweth that he has frequently and in an Amicable manner Requested the said Vincentio Corbett and Hugh Boyd to pay unto your Orator the said Sum of Seven Thousand and Eighty Six Pagodas or otherwise to perform the Condition of their said joint and Separate Bond Executed to your Orator as aforesaid

But now so it is May it please this Honble Court that the said Vincentio Corbett and Hugh Boyd Obstinately and wilfully Refuse to pay unto your Orator the said Sum of Seven Thousand and Eighty Six Pagodas or otherwise to perform the Condition

Condition of their said joint Bond 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 Vincentio Corbett and Hugh Boyd may upon their several and respective Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged, as fully, truly and Effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that they may be Decreed to pay unto your Orator the aforesaid Sum of Seven Thousand and Eighty five Pagodas together with such Interest as now is, or shall hereafter become due thereon or otherwise perform the Condition of their said joint Bond or writing Obligatory, and further that they may be Decreed to pay all Costs of this Suit.

May it please this Honble Court to Grant the said Vincentio Corbett and Hugh Boyd 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 Bill of Complaint, and further to stand to, abide by and perform such Order and Decree as to this Honble Court shall seem Meet

Jn.o Hamilton
Atty for Compt.s

Know all Men by these Presents, that We Vincentio Corbett and Hugh Boyd of Madras held and firmly bound unto Captain John Coppage of the same Place in the Penal Sum of fourteen Thousand Pagodas of One Hundred and Seventy two Pagodas Current of Madras, or Company's Bonds to that Amount to the Payment whereof well and truly to be made to the said Captain John Coppage his Heirs Executors Administrators or Assigns, we do hereby bind ourselves jointly and Severally our Heirs, Executors and Administrators firmly by these Presents In Witness whereof we have hereunto set our Hands and Seal in Madras this Twenty Eight day of June in the Year One Thousand Seven Hundred and Eighty five.

Whereas the above Vincentio Corbett and Hugh Boyd have borrowed and Received of the above Named John Coppage Six Company's Bonds for Morgan Amounting to the full and just Sum of Seven Thousand one Eighty Six Pagodas Current of Madras to have

N.B Company's Bonds
for Pags 6:15:8 Dated 15.th March 1782
21 Bonds Pags Dated 3.d May 82
31 Bond cancelled
28.th May 82
41 Bond cancelled
12.th July 83
42 Bond Pags 1896
dated 6.th Jany 783
61 Bond Pags 1540
Dated 5.th July 784

at Interest at the Rate of Eight ℔ Cent ℔ Annum payable in twelve Months.

Now the Condition of this Obligation is such, that if the above bound Vincentio Corbett and Hugh Boyd, jointly or Seperately or their Heirs, Executors Administrators or Assign shall well and truly pay or Cause to be paid unto Captain John Cuppage, Heirs Executors, Administrators or Assigns the full and just Sum of Seven Thousand and Eighty Six Pagodas Current Money of Madras, or Company's Bonds to that Amount 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 & Virtue.

Signed Sealed and Delivered where no Stamp'd Paper is to be had in the presence of

Signed { Vinc. Corbett (L.S.) / Hugh Boyd (L.S.)

Signed { Geo. Mon Brown / Samuel Statham

A true Copy

Jno. Hamilton
Atty for Compt.

Filed the 27th July 1790

The Plea and Answer of Vincentio Corbett and Hugh Boyd Defendants to the Amended Bill of John Cuppage by his Attorney Josias Du Pre Porcher and Henry Readhead Complainant.

These Defendants by Protestation not confessing or Acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint Contained to be true in such manner and form as the same are therein Charged or Alledged for Plea unto the said Bill say that it appears by the Complainants own Shewing that the Scope and End of the Complainants Bills of Complaint is to be decreed the Payment of the Sum of Seven Thousand and Eighty Six Pagodas Current Money of Madras together with such Interest as then was or should thereafter become due thereon or otherwise that these Defendants should perform the Condition of their joint Bond or writing Obligatory and further that they might be Decreed to pay Costs of the Suit. And these Defendants say that their said joint Bond or Writing Obligatory Copy whereof is annexed to the Complainants Bill of Complaint is under Date the twenty Eight Day of June which was in the Year of our Lord One Thousand Seven Hundred and Eighty five and these Defendants thereby Covenant for themselves jointly and Seperately and for their Heirs Executors Administrators and assigns to pay unto the Complainant his Heirs Executors Administrators and Assigns the full and Just Sum of Seven Thousand and Eighty Six Pagodas Current Money of Madras or Company's Bonds to that Amount together with such Interest as shall or may become due thereupon, it being Recited in the said Bond or Writing Obligatory that

at Interest at the Rate of Eight p.r Cent p.r Annum payable in twelve Months.

Now the Condition of this Obligation is such, that if the above bound Vincente Corbett and Hugh Boyd, jointly or Seperately or their Heirs Execu. Exors Administrators or Assigns shall well and truely pay or Cause to be paid unto Captain John Cuppage, Heirs Executors, Administrators or Assigns the full and just Sum of Seven Thousand and Eighty Six Pagodas Current Money of Madras, or Company's Bonds to that Amount 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 & Virtue.

Signed Sealed and Delivered
where no Stamp'd Paper is to be had in the presence of / Signed { Vinc.t Corbett (L.S.) / Hugh Boyd (L.S.)

/ Signed { Geo. Mon.t Brown / Samuel Statham

a true Copy
Jn.o Hamilton
Att.y for Compt.

Filed the 27.th July 1790

The Plea and Answer of Vincente Corbett and Hugh Boyd Defendants to the Amended Bill of John Cuppage by his Attorney in fact Du Pre Porcher and Henry Read the Complainant.

These Defendants by Protestation not confessing or acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint Contained to be true in such manner and form as the same are therein Charged or Alledged for Plea unto the said Bill say that it appears by the Complainants own Shewing that the Date and Cast of the Complainants Bills of Complaint is to be decreed the Payment of the Sum of Seven Thousand and Eighty Six Pagodas Current Money of Madras together with such Interest as then was or should thereafter become due thereon or otherwise that these Defendants should perform the Condition of their joint Bond or writing Obligatory and further that they might be Decreed to pay Costs of the Suit. And these Defendants say that their said joint Bond or Writing Obligatory Copy whereof is annexed to the Complainants Bill of Complaint is under Date the twenty Eighth Day of June which was in the year of our Lord One Thousand Seven Hundred and Eighty five and these Defendants thereby Covenant for themselves jointly and Seperately and for their Heirs Executors Administrators and assigns to pay unto the Complainant his Exors Executors Administrators and Assigns the full and Just Sum of Seven Thousand and Eighty Six Pagodas Current Money of Madras or Company's Bonds to that Amount together with such Interest as shall or may become due thereupon, it being Recited in the said Bond or Writing Obligatory that

that these Defendants had borrowed and Received from the Complainant
Six Company's Bonds as per Margin Amounting to the full and just Sum
of Seven Thousand and Eighty Six Pagodas Current Money of Madras to
run at Interest at the Rate of Eight per Cent per Annum payable in
twelve Months — These Defendants say that by the said Bill of
Complaint it would appear as if these Defendants owed unto the Complai-
-nant the Principal Sum of Seven Thousand and Eighty Six Pagodas
and near five Years Interest thereon at the time of filing the said Bill
at the Rate of Eight per Cent per Annum or about nine Thousand
nine Hundred and twenty Star Pagodas thereby estimating the said
Company's Bonds at Par when it is Known that their Bonds were
then and still are Considered below Par and were and are to be purcha-
-sed at a Considerable Discount or Deduction from their nominal
Amount — These Defendants therefore say that the Complainant
should have stated the Rate or Valuation of the Company's Bonds
at this time and made a Special Complaint against these Defen-
-dants for a specific Principal Sum and Interest thereon up to
a Day Certain and to have Setforth the same in an Account Current
Annexed to his Bill of Complaint whereas his demand as the same
now stands appears to want Certainty and therefore these Defendants
plead such Want of Certainty in abatement of the Complainants
right

right to Recover under the said Bill of Complaint and pray the
Judgement of this Honble Court thereon and whether they may
make any further or other Answer thereto And they pray to Receive
the full Benefit of the said Plea And these Defendants in no wise
waving their said Plea but fully Relying thereupon for Answer to the
Residue of the Complainants Bill of Complaint or unto so much
thereof as these Defendants are advised to make Answer unto these Defendants
Answer and say that they admit having Executed the Bond Copy whereof
is Annexed to the Complainants said Bill of Complaint but they deny
to stand indebted to him in the Sum of Money for which he hath sued even
in the Supposition which these Defendants Cannot admit that the Com-
-pany's Bonds were at Par for the Complainant hath not given Credit
to these Defendants for any Interest Monies or other Sums paid by
these Defendants to the Complainant or for his Account or for the
Several matters Supplied by these Defendants to the Complainant
Whereas it will appear if the Complainant had duly Setforth all
Accounts and Dealings between him and these Defendants that these
Defendants have paid Considerable Sums to the Complainant and
Laid out and Expended other Considerable Sums for the use of the Com-
-plainant Amounting as these Defendants believe to a Sum Which
is

that these Defendants had borrowed and Received from the Complainants
Six Company's Bonds as per Margon Amounting to the full and just Sum
of Seven Thousand and Eighty Six Pagodas Current Money of Madras to
Run at Interest at the Rate of Eight per Cent per Annum payable in
twelve Months — These Defendants say that by the said Bill of
Complaint it would appear as if these Defendants owed unto the Complai-
nant the Principal Sum of Seven Thousand and Eighty Six Pagodas
and never five Years Interest thereon at the time of filing the said Bill
at the Rate of Eight p.Cent p.Annum or about nine Thousand
nine Hundred and twenty Star Pagodas thereby astonishing the said
Company's Bonds at Par when this Honble Court knows that these Bonds were
then and still are considered below Par and were and are to be purcha-
sed at a Considerable Discount or Deduction from their nominal
Amount — These Defendants therefore say that the Complainants
should have stated the Rate or Valuation of the Company's Bonds
at the time and made a Special Complaint against these Defe-
dants for a specific Principal Sum and Interest thereon upto
a Day Certain and to have set forth the same in an Account Current
Annexed to his Bill of Complaint whereas his demand as the same
now stands appears to want Certainty and therefore these Defendants
plead such Want of Certainty in abatement of the Complainants

Right to Recover under the said Bill of Complaint and pray the
Judgement of this Honble Court thereon and whether they or any
make any further or other Answer thereto And they pray to Receive
the full Benefit of the said Plea And these Defendants in no wise
waiving their said Plea but fully Relying thereupon for Answer to the
Residue of the Complainants Bill of Complaint or unto so much
thereof as these Defendants are advised to make Answer unto these Defendants
Answer and say that they admit having Executed the Bond Copy whereof
is Annexed to the Complainants said Bill of Complaint but they deny
to stand indebted to them in the Sum of Money for which he hath sued them
in the Suppression wherein these Defendants Cannot admit that the Com-
pany's Bonds were at Par for the Complainant hath not given Credit
to these Defendants for any Interest Monies or other Sums paid by
these Defendants to the Complainant or for his Account or for the
several matters Suppleid by these Defendants to the Complainant
Whereas it will appear if the Complainant had duly Set forth all
Accounts and Dealings between him and these Defendants that these
Defendants have paid Considerable Sums to the Complainant and
Disbursed and Expended other Considerable Sums for the use of the Com-
plainant Amounting as these Defendants believe to a Sum Which

is

is less than three Hundred Pagodas short of all Interest Monies received by these Defendants on Account of the said six Bonds.

These Defendants therefore humbly submit that by reason of the several Matters and Things setforth in the Plea and Answer of these Defendants whereby it appears first that the Complainant hath brought his Action for an Uncertain Sum and Secondly that he hath manifestly Charged these Defendants on the Day he filed his said Bill with near five Years Interest on the Principal Sum in Company's Bonds which these Defendants borrowed when the fact Certainly is that even Carrying on the Interest Account up to the last Day of the same Month these Defendants are Debtors upon a Balance of Interest Monies received on Account of the said Bonds and of all other Accounts only a Sum less than three Hundred Pagodas besides the Estimated Value of the said Companys Bonds the Complainants Bill ought to be dismissed with Costs to be paid by the Complainant.

Sworn to in Court
this 27th July 1790.
G. Taylor
Regt.

Vinc. Corbett
Hugh Boyd

J. Popham
Atty for Defendt.

Mayors Court at Madraspatnam

Saturday the 16th Day of October Anno Domini 1790

Present

James Call Esquire Mayor
William Webb and Andrew Ross
Aldermen.

Between John Cuppage late a Captain now a Major in the Service of the Honble the united Company of Merchants of England trading to the East Indies and under their Presidency of Fort Saint George by his Attornies Josias Du Pré Percher and Henry Readhead of Fort Saint George Merchants Complainant and Vincentio Corbett and Hugh Boyd also of the same Place Merchants Defendants.

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 Annexed The Defendants Plea and Answer On Hearing the Pleadings made Use of by the Attornies and on due Consideration had therein This Court doth think fit to Order and Decree and doth Accordingly Order

Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Seven Thousand and Eighty Six Pagodas (Pag.s 7086 ---) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made and in default thereof that the Defendants do deliver up unto the Complainant Company's Bonds of that Value together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

A Cur

Court of Appeals
&
Madraspatnam } F

Saturday the 24th Day of Decr
Anno Domini 1791.

Between Vincentio Corbett and Hugh Boyd of Fort Saint George Merchants Appellants and John Cuppage late a Captain now a Major in the Service of the Honble the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George by his Attornies Josias DuPre Porcher and Henry Readhead of Fort George Merchants Respondents

This Cause Coming on this day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Saturday the 16th Day of October Anno Domini 1790 Upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both Sides This Court doth think fit to Order and Decree and doth Accordingly order and Decree that the said Decree of the Honble the Mayor's Court do stand affirmed and that the Appellants Petition be hence Dismissed with Costs.

A Cur

Chas. N White
clk

Filed the 6th March 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Oratrix Emm Beaumonth otherwise Collins formerly of Bombay in the East Indies but now of the City of London in the Kingdom of Great Britain widow of her former Husband Major William Collins who was in his Life time in the Military Service of

of the Honble the United Company of Merchants of England trading
to the East Indies Deceased and Administratrix of all and every the
goods and Chattels Rights and Credits which were the goods and Chattels
Rights and Credits of the said Major William Collins at the time of his
death by your Oratrixes Attorney William Collins Jackson of Madras
Esquire hereunto lawfully Authorized that George Savage late of
Fort St George Esquire Deceased having in his life time occasion
to borrow the Sum of two Thousand Six hundred and Ninety two
Current Pagodas Seven fanams and Seventy four Cash applied to your
Oratrixes said former Husband the said Major then Captain
William Collins to lend and Advance him the same which he
Accordingly did to Secure the Repayment whereof the said George
Savage did enter into One Bond or Writing Obligatory bearing
date the thirty first day of May which was in the Year of Our
Lord One Thousand Seven hundred and Seventy Seven by which
Bond he the said George Savage by the Name and description of
George Savage of Madras Merchant did Acknowledge himself
to be bound and did bind himself his Heirs Executors and Adminis-
trators unto the said Major then Captain William Collins
by the Name and description of Captain William Collins then

three Hundred and Eighty four Current Pagodas fifteen fanams and
Sixty Cash with Condition there under written to be void upon Pay-
ment of the Sum of Two Thousand Six hundred and Ninety two Current
Pagodas Seven fanams and Seventy four Cash unto the said Major
then Captain William Collins his Heirs Executors Administrators or Assigns
with Interest for the same at the Rate of Twelve p Cent per Annum
within three Months from the day of the Date thereof or else the
said Bond or Obligation were to be and Remain in full force and Virtue
as by the said Bond or written Obligatory under the hand and Seal
of the said George Savage bearing Date as aforesaid Ready to be
produced to the Honble Court and as by a true and faithful Copy
thereof to this Your Oratrixes Bill of Compt. Annexed marked with
the Letter A and which she prays may be taken as part thereof it
doth and may more at Large appear your Oratrix further Sheweth
unto this Honble Court that the said Major William Collins
frequently in his life time applied to the said George Savage to pay
off and Discharge the said Debt with the Interest which was
then due thereon but that the said George Savage as frequently
evaded the Payment thereof and your Oratrix hath since the
Decease of the said Major William Collins to wit on or about the
first day of April which was in the Year of Our Lord One Thousand

seven hundred and Eighty two obtained Letters of Administration with
of the Honble the Mayors Court at Bombay in the East Indies
of all and Singular the Goods and Chattels Rights and Credits which
were of the said Major William Collins at the time of his Decease
he having made no Will or other disposition of his Effects but having
died intestate as by a true and faithful duplicate of the said Letters of
Administration Attested by the Proper officer of the said Court
and under the Seal thereof now in the Custody of your Oratrixes
Attorney at Law and Ready to be produced and proved to this
Honble Court Relation being thereunto had it doth and may
more at large appear / the Original of which said Letters of Administration
being now in the Kingdom of Great Britain your Oratrix can-
not therefore produce the same to this Honble Court / And your
Oratrix Charges that no other Administration hath been Committed of the
Goods and Chattles Rights or Credits of the said Major William Collins
your Oratrix further Sheweth unto this Honble Court that your
Oratrix since the death of the said Major William Collins intermarried
with the said "John" Beaumont of Bombay Esquire who is also since deceased
having departed this life on or about the [illegible] day of
which was in the Year of Our Lord One Thousand Seven
hundred and Eighty Eight and your Oratrix further Sheweth unto this
Honble Court that your Oratrix after the death of her said former

The said "John" inserted by order of Court 6th March 1795 G Taylor Regr

Husband the said Major William Collins as his Administratrix by her Attorney
the said William Collins Jackson caused repeated applications to be made
to the said George Savage for Payment of the Principal Monies and Inter-
est due upon the said recited Bond but that the said George Savage from
various pretences and Excuses not only postponed from time to time the Pay-
ment of the Principal Monies so due and owing on the said Bond but
also the Interest Monies Arising thereon and your Oratrix being at
length Married with the Continual promises and disappointments of the said
George Savage and your Oratrix being in Narrow and distressed Circum-
stances and thereby unable to give the said George Savage any further
indulgence your Oratrix by her Attorney the said William Collins
Jackson Called upon the said George Savage in a peremptory manner to pay
off the full Amount of the said Principal and Interest Monies where-
upon the said George Savage as he had theretofore done alledged his
inability of discharging the same In consequence of which your Oratrix
about the twelfth day of December which was in the Year One Thou-
sand Seven hundred and Eighty Six caused application to be made
to the said George Savage by Mr Charles Bromley late
One of the Attorneys of this Honble Court either to pay off the
said debt or to lodge in your Oratrixes Possession some Collateral
Security Sufficient to discharge the same in Answer to Which
Application

Application of the said Charles Bromley the said George Savage or about the said Twelfth day of December wrote a Letter addressed to the said Charles Bromley to the following Effect I had flattered myself that Mr Jackions Representation of the Case to Mr Beaumont in consequence of my Letter to him of the fourteenth March last would have induced him to favor me with the Patience therein Requested as the Inhability then pleaded still Exists and as I have it not in my Power to give the Security you Require I must express my hope that Mr Jackson will oblige me by again addressing Mr Beaumont on the Subject and assure him with I thereby Authorize him to do that I have at present Reason to think I should be enabled in about twelve Months more I mean if the Country Remains in Peace to either Pay off my Debt to Major Collins Estate or give value or Security for it In Consequence of which your Oratrix from an unwillingness to distress the said George Savage Suspended any further Application to the said George Savage on the Subject of his said Demand until about the fourth day of April One Thousand Seven hundred and Eighty Seven when your Oratrix being much distressed again by her Attorney Renewed her former Solicitation to the said George Savage for payment of his said Debt but he as he had heretofore done alledged his inability of paying the same and your Oratrix finding that the Promises of the said George Savage were not to be Relied on and fearing that the Loss of the said Principal and Interest Money would be the Ultimate Result of her Lenity towards the said George Savage as also from the heavy Losses which your Oratrix had Sustained by means of the defaults of the said George Savage in not even paying the Interest due upon the said Principal Sum your Oratrix found it Incompatible either in Justice to herself or with her duty as Administratrix to the Estate of the said Major William Collins longer to Wait the said Money by granting the said George Savage any further indulgence whereupon your Oratrix desired that he either would pay the Amount of the said Debt or Counter Secure the same as the Only Terms of forbearance on the part of your Oratrix In consequence of which it was on or about the fifth Day of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven agreed that the said George Savage should Execute unto your Oratrix on the forth of his said Original Bond of the thirty first day of May One Thousand Seven Hundred and Seventy Seven then Amounting to the Sum of Current Pagodas Three Thousand

Thousand One hundred and Eighty One twenty five pagodas and Sixty Cash
and that the said George Savage should also assign unto your Oratrix as a
Collateral security for the true Payment by him of the said Debt and of the
Interest Monies which should Accrue thereon a new Consolidated Bond of
his Highness the Nabob of the Carnatick Your Oratrix further Sheweth
unto this Honble Court that the said George Savage in pursuance and con-
firmation of his said Agreement did enter into One Bond or writing Oblige
tory bearing Date the fifth day of April which was in the Year of
our Lord One Thousand Seven hundred and Eighty Seven by which
Bond he the said George Savage by the Name and discription of George
Savage of St Thomas Mount Esquire did acknowledge himself to be bound and
did bind himself his Heirs Executors and Administrators unto Your
Oratrix by the Name and Discription of Emma Beaumont
late Em Collins the widow and Administratrix of the late
Major William Collins Deceased in the Sum of Six Thousand
three hundred and Sixty three Pagodas Nine fanams and forty
Cash with Condition thereunder written to be void upon Payment
of the Sum of three Thousand One hundred and Eighty One
Pagodas Twenty five fanams and Sixty Cash unto your Oratrix as
Administratrix as aforesaid his Heirs Executors Administrators or Assigns
with

with Interest for the same at the Rate of Twelve p Cent p Annum
within twelve Months from the day of the Date thereof or else the
said Bond or obligation was to be and remain in full force and Virtue as
by the said Bond or writing obligatory under the hand and Seal of the
said George Savage duly as aforesaid and Ready to be produced to this
Honble Court Relation being thereunto had it doth and may more at
large appear And as by a true and faithful Copy thereof to this your
Oratrixes Bill of Complaint Annexed marked with the Letter B
and which she prays may be taken as part thereof it doth and may
also appear And your Oratrix further Sheweth unto this Honble Court
that the said George Savage did in further performance of his said
Agreement by a certain Deed Sole or Assignment by him duly Exe-
cuted and bearing Date on or about the Eleventh Day of April which
was in the Year of Our Lord One Thousand Seven hundred and
Eighty Seven Witnessing that the said George Savage stood Justly
and truly indebted unto your Oratrix by the Name and Discription of
Mrs Em Beaumont of Bombay as the Administratrix to the
Estate and Effects of her then late husband Major William Collins
in the said Principal Sum of Five Thousand Six hundred and
Ninety two Pagodas Seven fanams and Seventy four Cash in the

Thousand One hundred and Eighty One twenty five fanams and Sixty Cash
and that the said George Savage should also assign unto your Oratrix as a
Collateral security for the true Payment by him of the said Debt and of the
Interest Monies which should accrue thereon a new Consolidated Bond of
his Highness the Nabob of the Carnatick Your Oratrix further Sheweth
unto this Honble Court that the said George Savage in pursuance and Con-
formation of his said Agreement did enter into One Bond or writing Obliga-
tory bearing Date the fifth day of April which was in the year of
our Lord One Thousand Seven hundred and Eighty Seven by which
Bond he the said George Savage by the Name and discription of George
Savage of Portsmouth Esquire did acknowledge himself to be bound and
did bind himself his Heirs Executors and Administrators unto Your
Oratrix by the Name and Description of Emm Beaumont
late Em Collins the widow and Administratrix of the late
Major William Collins Decd in the Sum of Six Thousand
three hundred and Sixty three Pagodas Nine fanams and forty
Cash with Condition there under written to be void upon Payment
of the Sum of three Thousand One hundred and Eighty One
Pagodas Twenty five fanams and Sixty Cash unto your Oratrix or
Administratrix as aforesaid his Heirs Executors Administrators or Assigns
within

with Interest for the same at the Rate of Twelve p Cent p Annum
within twelve Months from the day of the Date thereof or else the
said Bond or obligation were to be and remain in full force and Virtue as
by the said Bond or writing obligatory under the hand and Seal of the
said George Savage date as aforesaid and Ready to be produced to this
Honble Court Relation being thereunto had it doth and may more at
large appear and as by a true and faithful Copy thereof to this Your
Oratrix Bill of Complaint Annexed marked with the Letter B
and which she prays may be taken as part thereof it doth and may
also appear and your Oratrix further Sheweth unto this Honble Court
that the said George Savage did in further performance of his said
Agreement by a certain Deed Pole or Assignment by him duly Exe-
cuted and bearing Date on or about the Eleventh Day of April which
was in the Year of Our Lord One Thousand Seven hundred and
Eighty Seven Witnessing that the said George Savage stood Jointly
and truly indebted unto your Oratrix by the Name and Description of
Mrs Em Beaumont of Bombay as the Administratrix to the
Estate and Effects of her then late husband Major William Collins
in the said Principal Sum of Two Thousand Six hundred and
Ninety two Pagodas Seven fanams and Seventy four Cash in the
said

said hereinbefore recited Original Bond of the Thirty first day of May in the said Year One Thousand Seven hundred and Seventy Seven and further reciting that the said George Savage was also indebted to your Oratrix by the Name and description aforesaid in the further Sum of three Thousand One hundred and Eighty One Pagodas twenty five fanams and Sixty Cash Secured the said Second Bond of the said George Savage bearing date the fifth day of April One Thousand Seven hundred and Eighty Seven aforesaid and that for the Securing the payment thereof he the said George Savage had agreed with your Oratrix by the means of her Attorney the said William Collins Jackson to make over and Deposite a new Consolidated Bond No 52 of his Highness the Nabob of the Carnatick for the Principal Sum of Fourteen Thousand One hundred and fifty Nine Pagodas due on the said new Consolidated Bond the Twenty fourth day of November One thousand Seven hundred and Eighty Six It is by the said in part recited Deed pole or Assignment Witnessed that the said George Savage in Consideration of the Premises and of the Sum of five Pagodas to him paid by the said William Collins Jackson as Attorney Aforementioned the receipt whereof is thereby Acknowledged did thereby grant bargain Sell Assign and Make Over unto Your Oratrix as Administratrix as Aforesaid her

Certain Attorney heirs Executors Administrators or assigns the said recited new Consolidated Bond of his said Highness the Nabob No 52 together with the principal Sum due thereon and all such Interest that was then due or to grow due thereon To hold to your Oratrix her heirs Executors Administrators or assigns Subject nevertheless to the Redemption of the said George Savage his Heirs Executors and Administrators by payment of the Principal and Interest due on the said two Bonds as by the said Deed Pole or assignment under the hand and Seal of the said George Savage and ready to be produced and proved to this Honble Court Relation being thereunto had it doth and may more at large appear and Your Oratrix hath for the further information of this Honble Court hereunto Annexed a true and faithful Copy of the said new Consolidated Bond marked with the Letter C and of Certain Certificates indorsed thereon which your Oratrix prays may be taken as part of this her Bill of Complaint as by the Originals thereof in the possession of your Oratrixes said Attorney ready to be produced and proved to this Honble Court Relation being thereunto will more fully and at large appear your Oratrix further Sheweth unto this Honourable Court that the said George Savage being indebted to your Oratrix in manner aforesaid and being possessed of a Considerable real and personal Estate more then Sufficient to Satisfy

all

all his Just debts deceased this life on or about the tenth day of August
in the Year of Our Lord One Thousand Seven Hundred and Eighty
Nine without paying off the said Principal Monies or any part thereof having first
duly made and published his last Will and Testament in writing bearing
date on or about the Thirtieth day of January which was in the Year of
Our Lord One Thousand Seven hundred and Eighty Six and of the said
Will he the said Testator did nominate and appoint James Taylor George
Montray Josias DuPre Porcher and Thomas Cockburn of Madras
Esquires Executors and your Oratrix further Sheweth unto this Honble Court
that the said George Savage departed this life without altering or Revo-
king the said will and upon his death the said James Taylor George
Montray Josias DuPre Porcher and Thomas Cockburn proved the
said Will in this Honble Court and took upon themselves the burden
and Execution thereof and by Virtue thereof possessed themselves of all
the personal Estate of the said George Savage to very Considerable Amount
and your Oratrix further Sheweth unto this Honble Court that
your Oratrix hath frequently by her Attorney the said William
Collins Jackson since the Death of the said George Savage applied
to the said James Taylor George Montray Josias DuPre Porcher
and Thomas Cockburn for payment of your Oratrixes said just demands
and more particularly your Oratrix by her said Attorney the said William
Collins Jackson did on or about the Twentieth day of September last
apply by Letter to the said Executors of the said George Savage for
Payment of the Principal Monies and Interest so owing to your
Oratrix which then Amounted to the Sum of five Thousand six
hundred and twenty five Pagodas Twenty Nine fanams and fifty
four Cash or thereabouts to which Letter of your Oratrixes said Attorney
the said James Taylor George Montray Josias DuPre Porcher and
Thomas Cockburn being thereunto praied Replied on the fourth day
of November following but avoided giving your Oratrixes said Attorney
a definitive as to the payment of the said Principal Monies and
Interest until as they alledged the Accounts of the said George Savage
should be arranged and thereon intimated that as your Oratrix held
a Collateral Security for the payment of her demand Your Oratrix
had therefore no Cause to Murmur on Account of her said Demands
being withheld whereas your Oratrix Charges that she is extremely
aggrieved by Reason of the Nonpayment of the said Bonds not being paid
your Oratrix being in very Straitened Circumstances; Your Oratrix
further

further sheweth unto this Honble Court that there is now due and owing to her by the Executors of the said George Savage for Principal Monies and Interest on the foot of the said two Bonds after all Equitable and just Allowances the Principal Sum of five Thousand Six Hundred and Thirty three Current Pagodas Twelve fanams and Seventeen Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Thousand two Hundred and fifty three Pounds Six Shillings and two Pence or thereabouts as by a true and faithful Account Current to this your Oratrixes Bill of Complaint annexed and marked with the Letter D and which she prays may be taken as part hereof will more fully appear in which Account Current your Oratrixes said Attorney hath given the said James Taylor George Mowbray Isaias DuBre Barcher and Thomas Cockburn Credit for all such Sums as have been from time to time Received and Paid on Account of your Oratrixes said Respective Demands and your Oratrix further Sheweth unto this Honble Court that she hath frequently by her said Attorney the said William Collins Lockhart applied to the said James Taylor George Mowbray Isaias DuBre Barcher and Thomas Cockburn in an amicable manner either to pay the the said Principal Monies and Interest as due and owing to your Oratrix on the said Bonds or to Consent that the said Consolidated Bonds of his Highness the Nabob of the Carnatick should be sold at the discount of the day and the Money arising from such sale applied to the discharge of the principal Monies and Interest so due and owing to your Oratrix in manner aforesaid

But now so it is May it please this Honble Court that the said James Taylor George Mowbray Isaias DuBre Barcher and Thomas Cockburn Combining and Confederating to and with each other how to injure and distress your Oratrix in the Premises pretend and give out that they have not Received any part of the said George Savages personal Estate at least not Sufficient to pay your Oratrixes said Demands and that the said James Taylor George Mowbray Isaias DuBre Barcher and Thomas Cockburn at other times pretend that the said George Savage died possessed of little or no personal Estate Except a Sum of or about Thirty five Thousand Pagodas which they say was due and owing to the said George Savage by the Honble the United Company of Merchants of England trading to the East Indies and that until they shall Receive the same they are incapable of paying your Oratrix her said Respective demands or any part thereof Whereas the said James Taylor George Mowbray Isaias DuBre Barcher and Thomas Cockburn well know (as the Truth is) that they have Received very Considerable Effects from the Estate

Estate of the said George Savage and more than sufficient to pay the whole of your Oratrixes said Demands and at other times they Admit that they have Received the said Thirty five Thousand Pagodas but then they insist upon Carrying the same into Account for the General good of the Creditors of the said George Savage without Regard to your Oratrix said Demands and without giving a precedency to the parlar Claim of any individual whereas the said James Taylor George Moubray Josias DuPre Percher and Thomas Cockburn well Know that your Oratrix as a Bond Creditor is intitled to be paid her said Claims in preference to the Simple Compact Creditors of the said George Savage whose Bonds bear Date Subsequent to those Executed to your Oratrix and the said James Taylor George Moubray Josias DuPre Percher and Thomas Cockburn Refuse to Consent to a sale of the said Consolidated Bond of his Highness the Nabob of the Cornatick as signed to your Oratrix by the said George Savage as a Collateral Security alledging that as his Executors are not Warranted to Join in such Sale Untill your Oratrix shall have previously obtained the Decree of this Honble Court for that purpose tho they well Know that the said Bond may Considerably decrease in its value by delaying the sale thereof and at other times the said Executors & particularly the said Thomas Cockburn gives

out with a view to deter your Oratrix from Coming into this Honble Court for Redress (that not only himself but the said other Executors hereinbefore named (will) in case your Oratrix should proceed to enforce a sale of the said Bond give your Oratrix every possible delay and protract as far as in his and their Power the Progress of any Suit which your Oratrix should institute in this Honble Court for that purpose all which Actings and doings of the said Confiderates are Contrary to Equity and good conscience and tend to the manifest wrong and injury of your Oratrix Intender Consideration whereof and for as much as your Oratrix has no Relief in the premises save only by the favourable aid and assistance of this Honble Court To the End therefore that the said James Taylor George Moubray, Josias DuPre Percher, and Thomas Cockburn, may upon their Several and Respective Corporal Oaths true full perfect and distinct Answer make to all and Singular the premises, as fully and particularly as if the same were herein again Repeated and they thereunto interrogated according to their and each of their Knowledge Remembrance and belief and more especially that the said James Taylor George Moubray Josias DuPre Percher and Thomas Cockburn may Setforth whether the said George Savage did not in his life time and at or about the time hereinbefore for that purpose Mentioned

borrow

borrow and take up at Interest of and from your Oratrix and former
Husband the said Major William Collins the said Sum of two
Thousand Six hundred and Ninety two Pagodas Seven fanams and Seventy
four Cash and whether he did not for Securing the Repayment thereof
with Interest as hereinbefore is mentioned make and Execute such Bond
and payable at such time as is herein before Setforth and whether your
Oratrix hath not Since the Death of the said Major William Collins
taken out Letters of Administration to all and Singular his goods and
Chattles Rights Credits and Personal Estate whatsoever and whether
your Oratrix did not after the Death of the said Major William Collins and
as his Administratrix by her said Attorney Cause such Applications to be
made to the said George Savage for Payment of the said Principal
Monies and Interest due upon the said Bond of the Thirty first
day of May in the said Year One Thousand Seven hundred and
Seventy Seven as herein before is mentioned and whether he did not
refuse the Payment thereof and write and address such Letter to
your Oratrix Attorney at Law as herein before is Setforth and did
not the said George Savage in Consequence of the Agreement afore
said on or about the Fifth day of April in the said Year One
Thousand Seven hundred

Execute such like Bond and payable at such time as herein before is
Setforth and did he not also assign unto your Oratrix as a Collateral
Security for payment of your Oratrixes said Demands the Consolidated
Bond of his Highness the Nabob of the Carnatick herein before
mentioned and whether before payment of the said Bonds the said
George Savage did not depart this life seized possessed of and entitled unto
a Considerable and what personal Estate and Effects and whether the
said George Savage did not make such last Will and Testament
as herein before is Setforth or any other and what will and whether the
said George Savage did not depart this life without Attorney or
Leaving the said Will and whether upon his death the said James
Taylor George Mowbray Josias DeBee Belcher and Thomas
Cockburn or any or either and which of them did not prove the same in
the Ecclesiastical side of the Honble Court and whether the said
James Taylor George Mowbray Josias DeBee Belcher and
Thomas Cockburn did not by virtue thereof receive and get into
their hands or into the hands of some or one and which of them
the Custody possession or Power of all or such part of the said Tes-
tators personal Estate and Effects as they could come by and did not

Your

your Oratrix by her said Attorney frequently applyd to the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn by Letter and Requird them to pay off your Oratrixs said Demands and have not they Refused or declined to pay the same and did not they or some or One and which of them write and address such Letter to your Oratrixs Attorney the said William Collins Jackson as herein before is mentioned or how otherwise and that the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn may admit assets in their Hands sufficient to pay your Oratrix her said Demands or that they may Set forth a full true just and particular Account of the said George Sawyers personal Estate with the natures Quantities Qualities and true and full value thereof and what part thereof hath come to their or any or either of their hands Custody or Power or to the hands Custody or power of any other Person or Persons on their behalf for them or any or either of them their knowledge and belief privity Consent procurement and how the same have been applied and disposed of and that the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn or some one of them may pay and satisfy your Oratrixs said Demands and that in the mean time the Monies in the hands of the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn or so much thereof as shall be sufficient to pay and satisfy your Oratrixs said respective Demands with Costs of this Suit may be Stayed in the hands of the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn and that in case the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn shall not forthwith pay and satisfy your Oratrix her said respective demands that then the said new Consolidated Bond of his highness the Nabob of the Carnatick for which your Oratrix is Ready and willing and hereby offers to deliver up to the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn on being paid her said Demands may be sold under the Decree of this Honble Court and that the Monies arising from such sale may be applied in and towards the discharge and Satisfaction of your Oratrixs said respective Demands and of the growing Interest thereof and of such Costs and Expences as your Oratrix shall sustain and be put to in the Expences of this Suit and that in case the said New Consolidated Bond shall be sold under the Decree of this Honble Court that then the said James Taylor George Mowbray Josias DuBre Borcher and Thomas Cockburn shall join in executing

a good and Sufficient assigament thereof to such Person or Persons as shall purchase the same and that your Oratrix may have such other and further relief in the Premises as to this Honble Court shall seem meet and as the Nature of her Case shall require —

May it Please this Honble Court to Cause the said James Taylor Esquire George Moubray Esquire Josias Du Pré Percher Esquire and Thomas Cockburn Esquire Executors to the said George Savage Esquire Deceased to be Summoned and required by the sheriff of Fort Saint George Town of Madras-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 Oratrixes Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort Saint George 5th of March 1790

John White
Attorney for the Compt

This Bill was Shewn to me in the days of Adjournment let a Summons issue returnable next Court day —

Vinc. Corbett
Mayor

A Copy of the Bond A to which the Annexed Bill of Complaint Refers —

Know all Men [illegible]

of Madras Merchant am held and firmly bound unto Captain William Collins at present Commanding at Samulcotah in the Penal Sum of Five Thousand three hundred and Eighty four Current Pagodas fifteen fanams and Sixty Eight Cash to the Payment whereof well and truely to be made to the said William Collins 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 thirty first Day of May in the Year One Thousand Seven hundred and Seventy Seven Whereas the above bound George Savage hath borrowed and Received of the above named William Collins the full and just Sum of two Thousand Six hundred and Ninety two Current Pags Seven fanams and Seventy four Cash to Run at Interest at the Rate of 12 p Cent p Annum Payable at thirty Days notice after the Expiration of three Months from the Date hereof NOW the Condition of this Obligation is such that if the above bound George Savage his Heirs Executors Administrators or Assigns shall well and truely Pay or Cause to be paid unto Abovementioned Captain Wellins his Heirs Executors Administrators or assigns the full and just Sum of Two Thousand Six —

hundred and Ninety two Current Pagodas Seven fanams and Seventy four Cash together with such Interest as shall or may become due there-upon then this Obligation to be void and of no Effect otherwise to Continue in full force and Virtue -

Signed Sealed and Delivered
where no Stampt Paper is to be had
in the presence of
Joseph Broome
Sadasevah

Geo Savage (L.S.)

A true Copy
John White
Attorney for the Compt.

A Copy of the Bond, **B**, to which the Annexed Bill of Complaint refers.

Know all Men by these Presents that I George Savage of Fort St. George Esquire am held and firmly bound unto Emm Beaumont late Emm Collins the Widow and Administratrix of the late Major William Collins Deceased in the Penal Sum of Six Hundred and Sixty three Pagodas nine fanams and forty Cash to the Payment whereof well and truely to be made to the said Emm Beaumont or the Administratrix aforementioned her Heirs Executors Administrators or Assigns I do hereby bind my self my Heirs Executors and Administrators firmly by these

and Seal in Fort St. George this fifth day of April in the Year One Thousand Seven hundred and Eighty Seven -

Whereas the above bound George Savage hath borrowed and Received of the abovenamed Emm Beaumont as Administratrix above said the full and just Sum of three Thousand One hundred and Eighty One Pagodas twenty five fanams and Sixty Cash to Run at Interest at the Rate of twelve Pagodas per Cent per Annum payable in twelve Calender Months from the Day of the Date hereof -

Now the Condition of this Obligation is such that if the above bound George Savage his Heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto the above said Emm Beaumont as Administratrix aforesaid her Heirs Executors Administrators or Assigns the full and just Sum of three Thousand One Hundred and Eighty One Pagodas twenty five fanams and Sixty Cash 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 Stampt Paper is to be had
in the presence of
Collingroy
Tamapiah

Geo Savage (L.S.)

A true Copy
John White
Attorney for the Complainant

A Copy of the Consolidated Bond of his Highness the Nabob of the Carnatick Marked with the Letter C to which the Annexed Bill of Complaint refers –

Know all Men by these Presents that We Waw-law Jaw Ummer ul Hind Umdat ul Mulk Usuph ud Doula Anwer ud Deen Cawn Behaudre Luffer Jung Sipah Salaur Nabob of the Carnatick are held and firmly bound unto George Savage of Madras Esquire in the Penal Sum of Eighteen Thousand Pagodas Current of Madras to the true and Lawfull Payment whereof We do hereby bind ourselves our Heirs and Successors by these Presents Sealed with Our Seal in Madras the twenty Sixth Day of November in the Year of Christ 1777 and the 24th Day of the Moon Shouwal in the Year of Hegyra 1191 –

Whereas the Above bounden Nabob Waw-law Jaw Ummer ul Hind Umdat ul Mulk Usuph ud Doulah Anwer ud Deen Cawn Behaudre Luffer Jung Sipah Salaur hath borrowed and received of the Said George Savage the full and just Sum of Nine Thousand Pagodas and of Sundry others Persons divers other Sums of Money on Bonds all bearing Equal Date with this Amounting in the whole to Pagodas Forty Lacks to run at Interest at the Rate of Twelve Pibent per Annum payable on Certain terms and Conditions as per Agreement also bearing equal Date herewith and thro such Trustees as are or may be appointed as well on the Part of the said Nabob as of his said Creditors –

Now the Condition of this Obligation is such that if the above bounden Nabob His Heirs or his Successors in the Government of the Carnatick shall well and truly pay or Cause to be paid unto the abovementioned George Savage his Heirs Executors Administrators or Assigns from time to time such Dividends of the Sums Specifyed and Allotted for this Purpose by the Agreement aforesaid as shall come to the hands of the said Trustees aforenamed and which the said George Savage his Heirs Executors Administrators or Assigns may be Entitled unto by Virtue of this Bond or otherwise discharge the said debt of Pagodas Nine Thousand and the Interest thereon then this Obligation to be void and of no Effect otherwise to remain in full force and Virtue The purport and meaning of these Presents having been fully and Clearly explained to us and being understood by us before the Signing hereof

Executed and Delivered by the above bounden Nabob in the Presence of .....

(L. S.)

Robert Storey
James L. Dighton

(A true Copy)
John White
Attorney for the Compt.

Fort Saint George 5th January 1786

In Conformity to the Order of the Honble the Court of Directors under Date the 9th December 1785 Signified to us by the President and Council in their Letter of 26th July last directing us to do Custom the Sums due on the Nabobs Consolidated Debts of 1767 and 1777 we do hereby Certify That the Principal and Interest due on this Bond No 32 in the Consolidation of 1777 Amounted to Pagodas Twelve Thousand One Hundred and Thirty Nine on the 31st December 1785

Edmund Gardner
William Webb
James Landon

I Hereby Certify that Credit is given to George Savage Esquire for Pagodas Twelve Thousand One Hundred and Thirty Nine being the Principal due on the within Bond Fort Saint George 24th November 1786

A Montgomery Campbell
Regr

(A true Copy)

Jethro White
Secy

D.

The Estate of George Savage Esqr in Account with the Estate of the late Major [illegible]

| | | |

Filed the 20th April 1790

The Answer of James Taylor George Moubray Josias DuPré Porcher and Thomas Cockburn Esquires Executors Named in the last Will and Testament of George Savage Esquire Deceased to the Bill of Complaint of Emm Beaumont Widow and Administratrix of Major William Collins deceased by her Attorney William Collins Jackson Esquire

These Defendent saving and reserving to themselves all and all Manner of Benefit and Advantage of Exception to the Many Errors Uncertainties and Insufficiencies in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as these Defendants are advised to be material for them to make Answer unto Answer and say that the said George Savage for ought these Defendants know to the Contrary may have borrowed and taken up at Interest the said Sum of Two Thousand Six Hundred and Ninety two Star Pagodas Seven Fanams and Seventy four Cash and for securing the Payment thereof may have executed such Bond as is set forth in the Bill of Complaint And it may be true that the Complaint may have taken out Letters of Administration of all and singular the Goods Chattels Rights Credits and Personal Estate of the said William Collins and the Complainant be her said Attorney may have caused such applications to be made to the said George Savage for Payment

Complainants Attorney at Law as is therein stated And the said George Savage may have executed such second Bond for Payment of Star Pagodas Three Thousand One Hundred and eighty one twenty five Fanams and Sixty Cash and may have assigned over such collateral Security for Payment of the said Bond as is set forth in the Bill of Complaint And these Defendants admit that the said George Savage did depart this Life possessed of and entitled unto a considerable Personal Estate and certain Effects and the said Bonds may have been unpaid at the time of his Death And these Defendants admit that the said George Savage previous to his Death did make such Will as is set forth in the said Bill of Complaint and died as these Defendts believe unthat revoking the same And that these Defendants duly proved the same and obtained Probate thereof under the seal of this Honble Court and did afterwards take Possession of all such Papers Goods Chattles Estates Securities and Effects as they could Come by And these Defendants Admit that the Complainant by her Attorney did apply to them for Payment of her Demand and did write such Letter to these Defendants and receive such Answer from them as are stated in the Bill of Complaint These Defendts admit that they have received Assits Sufficient to pay off the Complainants Demand but they would not be warranted in giving any Preference to the Complainant to the Prejudice of the several other Bond Creditors of the said George Savage especially as one of them to wit Treemanum Arnachallum Moodely hath obtained a Decree against these Defendants as Executors of the said George Savage for the sum of Eighteen Thousand

and Interest thereon from which Decree these Defendants have been obliged to appeal from the same Principles of equal and impartial Justice which oblige these Defendants to resist the Application of the Complainant for Payment of her Claim these Defendts for the same Reason cannot consent to the Sale of the said New consolitated Bond which the Complainant by her said Attorney now holds as Security for her said Demand and they humbly submit that as the Complainant has such Security for her Claim it is unjust to parrass these Defendants and to subject the Estate of the said George Savage to Litigation and Expense especially as the time for rendering an Account of their Executorship to this Honble Court is not yet expired These Defendants say that they will shortly file a true and perfect Inventory of all the Estate and Effects Rights and Credits of the said George Savage which have come to their Knowledge Possession or Power And these Defendants say that at or before the Expiration of the twelve Months from their undertaking their said Executorship they will give in an Account thereof to this Honble Court for the Inspection and Satisfaction of the Complainant as well as the other Creditors of the said George Savage And they humbly hope that as the Complainants Attorney hath been apprized of the involved Situation of the Affairs of the said George Savage this Honble Court will not subject the Estate of the said George Savage to the Expenses of this Suit and that they will give these Defendants

other Relief as to this Honble Court may seem meet

Sworn in Madras this 17th day of April 1790 Before me by the Deft. Josias DuPre Porcher & Tho. Cockbourn

Vinc. Corbett
Mayor

" James Taylor
" Geo. Moubray
" Jos. du Pré Porcher
" Tho. Cockburn

Popham
Atty for Defendant

17th day of April 1790

Sworn to before me by George Moubray one of the Defendts

Jas. Call
Sar. Alderman

20th April 1790

Sworn to before me this Day by the Deft. James Taylor

Vinc. Corbett
Mayor

Filed 27th April 1790

The Replication of Emm Beaumont otherwise Collins Widow and Administratrix of Major William Collins Deceased by her Attorney William Collins Jackson Esquire Complainant to the answer of James Taylor George Moubray Josias DuPre Porcher and Thomas Cockburn Esquires Executors of the last Will and Testament of George Savage Esquire deceased

if exception to the Manifold insufficiencies of the said Answer for Replication thereunto Saith That she will aver and prove her said Bill to be true certain and sufficient in the Law to be Answered unto in such Sort Manner and form as the same an therein and thereby set forth and alleged and that the Answer of the said Defendant is very uncertain evasive and insufficient And for further Replication to the answer of the said Defendants this Repliant by her said attorney the said William Collins Jackson further saith it is true that the said Defendants testator the said George Savage did in his life time execute the Bonds Mentioned in this Repliants Bill of Complaint and that the Monies secured by the said Bonds together with a Considerable Arrear of Interest thereon is still due and owing to this Repliant by the said Defendants as Executors of the said George Savage And the Repliant by her said Attorney the said William Collins Jackson doth further say that she did obtain such Letters of Administration of all and singular the goods and Chattles Rights and Credits of the said Major William Collins deceased as in this Repliants Bill of Complaint is Particularly Mentioned and that the said George Savage did write such Letter to this Repliants said Attorney the said William Collins Jackson as in the Repliants Bill of Complaint is Particularly Mentioned and the Repliant for further Replication to the said Defendants Answer by her said Attorney the said William Collins

received Assets of the said George Savage much more than Sufficient to pay off this Repliants demands after Satisfying the Judgment in the said Defendants Answer mentioned if any such Judgment thereby and particularly this Repliant saith that the said Defendants or some of them have or hath since the Death of the said George Savage received from the Honble the United Company of Merchants of England to the East Indies the Sum of Thirty five Thousand Pagodas or thereabouts being part of the Estate and Effects of the said George Savage besides divarious other sums of Money which the said Defendants or some or one of them have or hath received as Executors of the said George Savage on account of the Estate of the said George Savage and this Repliant for further Replication to the said Defendants Answer by her said Attorney the said William Collins Jackson saith that the said Defendants would be well Warranted in paying this Repliant her said Demands in Preference to any other Bond Creditor of the said George Savage who hath not put his or her Bond in Suit against the said Defendants or any such Bond Creditor thereby and his Repliant saith it was and is the duty of the said Defendants and they are bound in Law to pay this Repliant her said demand in preference to any Bond Creditor of the said George Savage who has not put his or her Bond in Suit against the said Defendants as Executors of the said George Savage Inasmuch as this Repliant hath Commenced and is prosecuting this her Just in this Honble Court against the said Defendants as Executors of the said George Savage for recovery of her said Demands and hath thereby gained a legal predecency to any Bond Creditor of the said George Savage who hath Suffe-

they have already said and do and will aver and maintain all and every thing and things therein to be true and certain in such manner as therein are alleged and expressed And these Defendts also say that the said Replication of the said Complainant is uncertain and insufficient in the Law to be enjoined unto by these Defendants for divers Defects and Imperfections therein contained And for further Rejoinder say that altho they may have received all the several Sums charged in the Replication nevertheless a principal Part thereof to wit the Sum charged to have been received from the Government of Fort Saint George was on Account of the Public Employ of the said George Savage as Military Storekeeper and was therefore subject to the Discharge of the Expences or Debts incurred in carrying them and only the net Sum or Profit or Balance thereof is to go to the Credit of the General Fund or Assets of his Estate for the Benefit of his Creditors which Balance it would have been unjust to have applied to the Payment in full of any individual Creditor while others of the same degree were unpaid for it is well known that such Balance as well as the other Sums so charged by the Replicant as having been received by these Defendants or some of them on Account of the Estate of their Testator bear but a very small Proportion to the Amount of the several Claims by Bond on the said Estate, and which these Defendants are in Knowledge of those Claims they are as fully bound in Law and in Conscience to act on Principles of equal Justice to each Creditor as if such Claims

the said mortgaged Property especially at this eventful Period when their Value is less than in times of Peace and the Estate must in consequence be proportionably injured -

These Defendants lastly say that their Intention being to act to the best of their Understanding for the Good of the Estate of the deceased they have every Confidence in the approbation of this Honble Court in the Premises especially when by the Inventory and Account which they mean in due time to exhibit before the Kings Ordenary in this Honble Court it will be seen that their Reason for acting as they have done are founded in equal and impartial Justice to all the Claimants in equal Degree of the Deceased -

All which Matters and Things these Defendts will in due time prove to the Satisfaction of this Honble Court and therefore pray as by their Answer they have already prayed

Popham
Atty for Defendant

Interrogatories to be Administered to Witnesses to be produced Sworn and examined in a certain Cause depending in the Honble the Mayors Court of Madraspatnam wherein Emm Beaumont otherwise Collins widow and Administratrix of Major

William Collins Jackson Esquire is Complainant and James Taylor George Moubray Josias Du Pré Porcher and Thomas Cockburn Esqrs Executors of the last Will and Testament of George Savage deceased are Defendants.

On the part and behalf of the Complainant as follows

First Interrogatory to all the Witnesses } Do you know the parties Complainants and Defendts in the title of theis interrogatories named or any and which of them and howlong have you know them or any and which of them respectively setforth and according to the best of your knowledge remembrance and belief herein fully and at large declare —

Second Interrogatory To Jadasevah ... } Did you see the Bond or paper Writing now produced and shewn to you at this the time of your examination Marked A. signed sealed and delivered and by whom and whether is your name and the name of the other person set as a subscribing Witness thereto of your and his respective hand writing setforth according to the best of your knowledge and belief herein and the particular reasons and Circumstances thereof fully and at large declare —

Third Interrogatory to Collingaroy and Tanapahe } Did you see the Bond or paper Writing now produced and shewn to you at this the time of your examination marked B. signed sealed and delivered and by whom

hand Writing setforth according to the best of your knowledge and belief herein and the particular reasons and Circumstances thereof fully and at large declare —

Fourth Interrogatory To Domingos Johnson } Did you see the Deed Coll or paper Writing now produced and shewn to you at this the time of your examination Marked letter C. signed sealed and delivered and by whom And whether is your Name and the name of the other person set as a subscribing Witness thereto of your and his respective hand writing setforth according to the but of your knowledge and belief herein and the particular reasons and Circumstances thereof fully and at large declare —

Fifth Interrogatory To the same ... } Look upon the Letter or paper Writing now produced and shewn to you at this the time of your examination marked with the letter D are you acquainted with the manner or Character of the hand Writing of the person who wrote subscribed or directed the same and did you ever see him write of whose hand Writing is the same and the name thereto subscribed and the superscription thereof declare the same fully and at large to the best of your knowledge and belief —

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 benefit and adventage of the Complainant in this Cause besides what you have been interrogated unto Declare the same fully and at large as if you

Pages 5384.. 15.. 68
2692.. 7.. 74

Know all Men by these Presents, that I George Savage of Madras Merchant am held and firmly bound unto Captain William Collins - at present Commending al Samul Cotah in the Penal Sum of Five thousand three hundred and eighty four Current Pagodas fifteen fanams and sixty eight Cash to the payment whereof well and truely to be made to the said William Collins 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 & Seal in Fort St. George this Thirty first day of May in the year One Thousand Seven Hundred and Seventy Seven —

Whereas the above bound George Savage hath borrowed and received of the above named William Collins the full and just Sum of Two thousand Six hundred and Ninety two Current Pagodas, seven fanams and seventy four Cash to run at interest at the rate of Twelve /12/ per Cent per Annum Payable at thirty days Notice after the expiration of three Months from the date hereof.

Now the Condition of this Obligation is such, that if the above bound George Savage his heirs, Executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto the above mentioned Captain William Collins his heirs Executors, Administrators, or Assigns, the full and just Sum of Two Thousand Six hundred and Ninety two Current Pagodas seven fanams and seventy four Cash 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

Bombay Town Hall 21st March 1782 -

Registered in the Register of English Bonds - Book Letter R. folio from 3. to 4 - at the Request of Mr. John Beet for

Beck
Regester

Fort St. George 5th April 1787

Received of George Savage Esqr. the hen of three thousand One hundred and Eighty One Pagodas twenty five fanams, & sixty Cash (3P 181) - 25f - 60c -) as the full Amount of the Interest due to this Date on this Original Bond or obligation -

W. C. Jackson
attorney to Mrs. Emm Beaumont

This Exhibit Marked A was shewn to Sadaseva at the time of his Examination before me on the Part of the Complt. for a Certain Cause now depending In the Honble the Mayor's Court at Madraspatnam wherein the said Emm Beaumont otherwise Collins widow & Administratrix of Major Wm. Collins decd. by her atty Willm. Collins Jackson Complt. & James Taylor George Moubray Josias DuPre Porcher & Thomas Cockburn Executors of the last Will & Testamt. of Geo: Savage decd. Defendt. was on the 13th day of June anno Domini 1790 -

Joseph Shawe
Exr.

Pag.s 6363 – 9 – 40
" 3181 – 25 – 60

Know all Men by these Presents, that I George Savage of Fort St. George Esqr. am held and firmly bound unto Emm Beaumont late Emm Collins the Widow and administratrix of the late Major William Collins Deceased in the Penal Sum of Six Thousand three hundred and Sixty three Pagodas Nine fanams and forty Cash to the payment whereof well and truly to be made to the said Emm Beaumont as the Administratrix aforementioned her heirs executors, administrators, or Assigns, I do hereby bind my self my heirs, executors & administrators, firmly by these Presents. In Witness whereof I have hereunto set my Hand and seal in Fort St. George this Fifth day of April in the Year One Thousand Seven Hundred and Eighty Seven —

Whereas the above bound George Savage hath borrowed and received of the above named Emm Beaumont as Administratrix above said the full and just Sum of Three Thousand One hundred & Eighty One Pagodas twenty five fanams & Sixty Cash to run at interest at the rate of twelve Pagodas per Cent per Annum payable in twelve Calendar Months from the day of Date hereof —

Now the Condition of this Obligation is such, that if the above bound George Savage his heirs, executors, administrators, or assigns shall well and truly pay or cause to be paid unto the above said Emm Beaumont as Administratrix aforesaid her heirs, executors, Administrators, or Assigns the full and just Sum of Three Thousand One Hundred and Eighty One P[illegible] Five

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
Collingroy
Tanapah

Geo. Savage (L.S.)

This Exhibit Marked B. was shewn to Collingaroy and Tanapah at the respective times of their Examination before me on the Part of the Compl.t In a Certain Cause now depending In the Hon'ble the Mayor's Court at Madraspatnam wherein the said Emm Beaumont otherwise Collins widow & administratrix of Major Wm. Collins dec.d by her attorney Willm. Collins Jackson Compl.t & James Taylor Geo: Moubray Josias Du Pré Porcher & Thomas Cockburn Executors of the last Will & Testament of Geo: Savage dec.d Defend.ts was on the 13th June & 12th day of July anno Domini 1790

Joseph Shawe
Ex.r

Know all Men by these Presents that Whereas George Savage of Fort St. George on the Coast of Coromandel Esqr. Stands Justly and truely Indebted unto Mrs. Emm Beaumont of Bombay as the Administratrix to the Estate and Effects of her late Husband Majore William Collins in the Principal Sum of Two Thousand Six hundred and Ninety Two Pagodas Seven fanams and Seventy four Cash on a certain Bond or Obligation bearing Date

said George Savage's Hand and Seal whereby he bound himself in the Penal Sum of Five Thousand Five Hundred and Eighty four Pagodas fifteen Fanams and Sixty eight Cash for the better Payment of the said Principal Sum unto the said William Collins his Heirs Executors Administrators or Assigns and Whereas the said George Savage does further stand Indebted unto the said Emm Beaumont as Administratrix aforementioned in the further Sum of three Thousand one hundred and Eighty One Pagodas Twenty five Fanams and Sixty Cash upon one other Bond or Obligation under his Hand and Seal bearing Date the fifth Day of April in the present Year 1787 being a Writing Obligatory given for the Payment of the said Sum as the Amount of Interest due on the said aforementioned Bond or Obligation of the said Thirty first Day of March making together the Sum of Five Thousand Eight hundred and Seventy three Pagodas thirty three Fanams and fifty four Cash for the securing the Payment thereof he the said George Savage Hath Agreed to and with the said Emm Beaumont by means of her Attorney William Collins Jackson of Fort St George Esq.re to make over and Deposit a New Consolidated Bond N.o 62 of His Highness the Nabob of the Carnatick for the purposes of the said Emm Beaumont or her certain Attorney Heirs Executors Administrators and Assigns Receiving the Interest and Dividends which shall from time to time become and Declared and applying a proportion thereof towards the Payment of the said George Savage's Two several aforementioned Bonds, that is to say as Eleven thousand Seven hundred and forty Seven Pagodas Twenty five Fanams and Twenty Eight Cash being Double of the Sum now due to and thirty Nine Pagodas being the Principal Sum Declared due on the said New Consolidated Bond the Twenty fourth November 1786 Now Know ye that he the said George Savage for and in Consideration of the premises and in further Consideration of the Sum of Five Pagodas to him in hand paid by the said William Collins Jackson as Attorney aforementioned, the Receipt whereof he the said George Savage does hereby acknowledge Hath Granted Bargained sold Assigned and Set over and by these Presents Doth Grant Bargain sell Assign and set over unto the said Emm Beaumont as the Administratrix to the said Estate and Effects of the said William Collins her certain Attorney Heirs Executors Administrators or Assigns the said Recited New Consolidated Bond of His said Highness the Nabob N.o 62 together with the Principal Sum due thereon and all such Interest that is now due and to grow due thereon To Have and to hold the said New Consolidated Bond of His said Highness the Nabob to the said Emm Beaumont as the administratrix aforementioned her Heirs Executors Administrators or Assigns for the Uses Intents and purposes herein before Set forth and Expressed Subject Nevertheless to the Redemption of the said George Savage his Heirs Executors and Administration by Payment of the Principal and Interest due on his said Two Bonds He the said George Savage hereby Nominating Constituting and appointing the said Emm Beaumont her Heirs Executors and Administrators his true and lawfull attorneys for him and in his Name to Ask, Demand, Recover, and Receive of and from his said Highness the Nabob of

as now are, or shall hereafter be appointed to act in the Premises,— the said George Savage for himself his Executors Administrators hereby giving and granting unto the said Emm Beaumont and her Attorney and Attorney's full Power and absolute authority to act in the Receipts of such Interest and Dividends as shall or may at any time hereafter be Declared In Witness whereof the said George Savage hath hereunto Set his Hand and Seal this Eleventh Day of April in the Year of our Lord One Thousand Seven hundred and Eighty Seven——

Signed Sealed and Delivered — Geo: Savage (L.S)
in the Presence of
Domingos Johnson
Chas Bromley
Not. Pubc.—

This Exhibit Marked C. was shewn to Domingos Johnson at the time of his Exam.n before me on the Part of the Compt.t in a Certain Cause now depending in the Hon.ble the Mayors Court at Madraspatnam wherein the said Emm Beaumont otherwise Collins widow & administratrix of Major Willm Collins dec.d by her Attn.y Willm Collins Jackson Compt.t & James Taylor Geo Moubray Josias Dupre Porcher & Thos Cockburn Executors of the last Will & Testament of Geo: Savage dec.d Defend.ts was on the 6.th Day of July anno Domini 1790

Joseph Shawe

To Charles Bromley Esq.r

Sir

I have Received Your Letter of the 9.th Inst. respecting my debt to the estate of the late Major William Collins—

I had flattered my self that Mr. Jackson's representation of my case to Mrs. Beaumont, in consequence of my Letter to him of the 4.th March last, would have induced her to favor me with the patience therein Requested as the inability then pleaded, still exists, & as I have it not in my power to give the security you require, I must express my hope that Mr. Jackson will oblige me by again addressing Mrs. Beaumont in my behalf & assure her, & which I hereby authorize him to do, that I have at present reason to think I shall be enabled in about a twelve Month more, I mean if the contrary remains in peace, to either pay off my debt to Major Collins estate, or to give value or security for it.

Mr. Oakeley for Pag.s 1670 which I owed to him, took new Consolidated Bonds at fifteen per Cent discount,— that being the highest Rate at which I can afford to negociate them with such of my creditors as are willing to take them in lieu of their demands upon me,— if Mr. Jackson will take them at the like rate, in lieu of my debt to Major Collins's estate, the Matter shall be adjusted with all possible dispatch—

I am
Sir
Your Very Obd.t Servt.
Geo: Savage

Fort St. George
1.st Dec.r 1786.—

as now are, or shall hereafter be appointed to act in the Premises, the said George Savage for himself his Executors Administrators hereby giving and granting unto the said Emm Beaumont and her Attorney and Attorney's full Power and absolute authority to Act in the Receipts of such Interest and Dividends as shall or may at any time hereafter be Declared In Witness whereof the said George Savage hath hereunto Set his Hand and Seal this Eleventh Day of April in the Year of Our Lord One Thousand Seven hundred and Eighty Seven

Signed Sealed and Delivered
in the Presence of
Domingos Johnson
Chas Bromley
Not. Pub.

Geo: Savage (L.S.)

This Exhibit Marked C. was shewn to Domingos Johnson at the time of his Examn. before me on the Part of the Compt. In a Certain Cause now depending In the Hon.ble the Mayor's Court at Madraspatnam wherein the said Emm Beaumont otherwise Colins widow & administratrix of Major Willm. Collins decd. by her Atty Willm. Collins Jackson Compt. & James Taylor Geo Moubray Josias DuPre Porcher & Thos. Cockburn Executors of the last Willm. & Testament of Geo: Savage decd. Defendts. was on the 6th Day of July Anno Domini 1790

Joseph Shawe

To Charles Bromley Esqr.

Sir

I have received Your Letter of the 9th Inst. respecting my debt to the estate of the late Major William Collins

I had flattered myself that Mr. Jackson's representation of my case to Mrs. Beaumont, in consequence of my Letter to him of the 14th March last, would have induced her to favor me with the patience therein requested as the inability then pleaded, still exists, & as I have it not in my power to give the security you require, I must express my hope that Mr. Jackson will oblige me by again addressing Mrs. Beaumont in my behalf & assure her, &c. which I hereby authorize him to do, that I have at present reason to think I shall be enabled in about a twelve Month more, (I mean if the contrary remains in peace,) to either pay off my debt to Major Collins's estate, or to give value or security for it.

Mr. Oakeley for Pagt. 17670 which I owed to him, took new Consolidated bonds at fifteen per Cent discount, — that being the highest rate at which I can afford to negociate them with such of my creditors as are willing to take them in lieu of their demands upon me, — if Mr. Jackson will take them at the like rate, in lieu of my debt to Major Collins's estate, the Matter shall be adjusted with all possible dispatch

I am
Sir
Your Very Obedt. Servt.
Geo: Savage

Fort St. George
19th Decr. 1786.

This Exhibit Marked **D** was shewn to Domingo Johnson at the time of his Examination before me on the Part of the Compl.t in a Certain Cause now depending in the Hon.ble the Mayor's Court at Madraspatnam wherein the said Emm Beaumont otherwise Collins Widow & administratrix of Major Wm Collins dec.d by her Attn.y Will.m Collins Jackson Compl.t & James Taylor Geo: Mowbery Josias Du Pré Porcher & Thos Cockburn Executors of the last Will & Testament of Geo: Savage dec.d Defendants was on the 6th day of July Anno Domini 1790

Joseph Shawe
Ex.r

Mayor's Court at
Madraspatnam

Deposition Emm Beaumont otherwise Collins Widow and Administratrix of Major William Collins deceased by her Attorney William Collins Jackson Esq.r Compl.t and James Taylor George Mowbray Josias Du Pre Porcher and Thomas Cokburn Esq.rs Executors of the last Will and Testament of George Savage deceased Defendant.

On the Part of the Complainant

Sadasevah, Writer of Madras Aged forty two or forty three Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the thirteenth Day of June One Thousand Seven hundred & Ninety signified at the Office of Mr Stephen Popham who is Attorney for the Defend.ts by Cavrah my Servant who also left him a Note of the Name Title & Place of Abode of the said Deponent and afterwards on the same Day being Sworn & Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith, that he does not know the Complainant Emm Beaumont otherwise Collins in this Cause & that he doth know James Taylor one of the Defendants in this Cause, and that he hath so known him about Fifteen Years & that he doth know George Mowbray one of the Defendants in this Cause, & that he hath so known him about Fifteen Years & that he doth know Josias Du Pre Porcher one of the Defendants in this Cause, and that he hath so known him about five Years & that he doth know Thomas Cockburn one of the Defendants in this Cause & that he hath so known him about ten Years and more he saith not to this first Interrogatory

2nd To the Second Interrogatory this Deponent saith, that he did See the Bond or paper Writing now produced & shewn to him at this the time of his examination marked A signed Sealed, & delivered by Mr Geo: Savage & further saith, that his Name & the Name of the other person set as a Subscribing Witness thereto, are of their respective hand Writings and more he saith not to this or the last Interrog.y

Mayors Courtat
Madraspatnam

Between Enm Beaumont otherwise Collins Widow and Administratrix of Major William Collins deceased by her Attorney William Collins Jackson Esqr Complainant & James Taylor George Moubray Josias Dupre Barbar and Thomas Cockburn Esqrs Executors of the last Will & Testament of George Savage deceased Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before the Exam.rs in this Court as followeth—

Collingaroy of Madras Dubash aged twenty eight Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the twelvth Day of July One Thousand Seven hundred and Ninety Sworn at the Office of Mr Stephen Popham who is Attorney for the Defendants by Cawash 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 does not know the Complainant Enm Beaumont otherwise Collins in this Cause — & that he doth know James Taylor one of the Defendants in this Cause, and that he hath so known him about ten Years — and that he doth know George Moubray one of the Defendants in this Cause, and that he hath so known him about ten Years — & that he doth know Josias

know Thomas Cockburn one of the Defendants in this Cause, and that he hath so known him about ten years — and more he saith not to this first Interrogatory —

3d To the third Interrogatory this Deponent saith, that he did see the Bond or paper Writing now produced & shewn to him at this the time of his examination Mar- ked B. signed Sealed & delivered, by Mr George Savage — & further saith, that his Name & the Name of the other person Set as a Subscribing Witness thereto, are of their respective hand Writings — and more he saith not to this or to the last Interrogatory —

Collinga Roy

Joseph Shawe
Ex.rs

Mayors Courtat
Madraspatnam

Between Enm Beaumont otherwise Collins widow and administratrix of Major William Collins deceased by her attorney William Collins Jackson Esq.r Complainant & James Taylor Geo: Moubray Josias Dupre Barker and Thomas Cockburn Esq.rs Executors of the last Will and Testament of George Savage decead Defend.ts

On the Part of the Compl.t

Mayor's Court at
Madrasjpatnam

Between Emm Beaumont otherwise Collins Widow and Administratrix of Major Willm Collins deceasd by her attorney Willm Collins Jackson Esqr Complainant & James Taylor George Mowbary Josias DuPré Porcher and Thomas Ockburn Esqr Executors of the last Will & Testament of George Savage deceased Defendts

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by

and before the Examr in this Court as followeth

Domingos Johnson of Madras Inhabitant Aged thirty Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Sixth Day of July One Thousand Seven hundred and Ninety Signified at the Office of Mr Stephen Popham who is atty for the Defendants by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the First Interrogatory this Deponent saith, that he does not know the Complainant Emm Beaumont otherwise Collins in this Cause & that he doth know James Taylor one of the Defendants in this Cause, and that he hath so known him about ten Years & that he doth know George Mowbray one of the Defendants in this Cause, & that he hath so known him about ten Years & that he doth know Josias DuPré Porcher one of the Defendants in this Cause, and that he hath so known him about ten Years & that he doth know Thomas Ockburn one of the Defendants in this Cause, & that he hath so known him about ten Years and more he saith not to this First Interrogatory

3rd ..... To the third Interrogatory this Deponent saith, that he did see the Bond or paper Writing now produced & Shewn to him at this the time of her examination marked B. Signed & Sealed by Mr Geo Savage & further saith, that his Name & the Name of the other person set as a subscribing Witness thereto are of their respective hand Writing — and more he saith not to this, or to the last Interrogatory

Joseph Shawe

Domingos

and that he doth know Josias DuPré Porchar one of the Defendants in this Cause, and that he hath so known him about ten Years — & that he doth know Thomas Cockburn one of the Defendants in this Cause & 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 did see the Deed Poll or paper Writing now produced and shewn to him at this the time of his examination marked with the letter C. Signed sealed and delivered, by Mr. Geo: Savage — and further saith, that his Name & the Name of the other person set as a Subscribing Witness thereto one of their Respective had writings — and More he saith not to this fourth Interrogagory. —

5th — To the fifth Interrogatory this Deponent hath looked at the latter or paper Writing now produced & Shewn to him at this the time of his examination marked with the letter D. & says, that he is well acquainted with the manner or Character of the hand Writing of the person who subscribed or directed the Same — but not with the hand Writing of the person who wrote the letter. This Deponent Saith that he hath not seen Mr. Savage Write, wither is he acquainted with the hand Writing in the body of the said letter — but says, that he believes the Name thereto Subscribed, & the Supscription thereof, are of Mr. Geo: Savage own hand Writing — and more he saith not to this or to the last Interrogatory. —

Joseph Shawe Esq.

Domingos Johnson

Mayor's Court at Madraspatnam

Tuesday the 17th Day of August Anno Domini 1790

Present

Vincentio Corbett Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Between Emm Beaumont otherwise Collins formerly of Bombay in the East Indies but now of the City of London in the kingdom of Great Britain widow of her former Husband Major Wm. Collins who was in his Life time in the Military Service of the Honorable the United Company of Merchants of England trading to the East Indies Deceased & Administratrix of the said Deceased by her Atty. Willm. Collins Jackson of Madras Esqr. Complainant & James Taylor Geo: Moubray Josias DuPré Porchar & Thos. Cockburn of Madras Esqrs. Executor Named in the Last Will & Testament of George Savage Deceased Defendant —

this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with Copies of Bonds and an Account Current Annexed, The Defendants Answer, The Replication, The Rejoinded, The Interrogatories and Depositions on the part of the Complainant with four Exhibits Marked ABC & D 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 Defendants shall pay unto the Complainant out of the Estate and Effects of George Savage Deceased the full and Just Sum of Five Thousand Six Hundred and Thirty Three Pagodas Twelve Tanams and Seventeen Cash / Pagodas 5633.12.17 together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made and in default of payment of the Amount Decreed that the Mortgaged premises be Sold in Satisfaction thereof and it is further Ordered and Decreed that the Defendants do pay all Costs of this Suit

Haz

Court of Appeals at Madraspatnam } Saturday the 24th day of December Anno Domini 1792

Between James Taylor George Moubray, Josias Dupre Porcher,

named in the last will and Testament of George Savage late of Fort St. George Esqr. Deceased Appellants and Emm Beaumont otherwise Colling formerly of Bombay in the East Indies but now of the City of London in the Kingdom of Great Britain Widow for her former Husband Major William Collins and Administratrix of all and every the Goods Chattles rights and Credits of the said Major William Collins Deceased by his Atty William Collins Jackson of Fort Saint George Esqr. Respondent,

This Cause Coming on this Day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 17th day of August Anno Domini 1790 Upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honorable the Mayors Court do Stand Affirmed and that the Appellants

Chas. N. White

this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with Copies of Bonds and an Account Current Annexed, The Defendants Answer, The Replication, The Rejoinded, The Interrogatories and Depositions on the part of the Complainant with four Exhibits marked ABC & D 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 Defendants shall pay unto the Complainant out of the Estate and Effects of George Savage Deceased the full and Just Sum of Five Thousand Six Hundred and Thirty three Pagodas Twelve Tanams and Seventeen Cash / Pagodas 5633.12.17 together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made and in default of payment of the Amount Decreed that the Mortgaged premises be Sold in Satisfaction thereof and it is further Ordered and Decreed that the Defendants do pay all Costs of this Suit

Huz

Court of Appeals at Madraspatnam } Ss Saturday the 24th day of December Anno Domini 1792

Between James Taylor George Moubray, Josias DuPré Porcher, and [illegible]

named in the last will and Testament of George Savage late of Fort St. George Esqr. Deceased Appellants and Emm Beaumont otherwise Colling formerly of Bombay in the East Indies but now of the City of London in the Kingdom of Great Britain Widow for her former Husband Major William Collins and Administratrix of all and every the Goods Chattles rights and Credits of the said Major William Collins Deceased by his Atty William Collins Jackson of Fort Saint George Esqr. Respondent,

This Cause Coming on this Day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 17th day of August Anno Domini 1790 Upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honorable the Ma[illegible] Court do Stand Affirmed and that the Appellants

Filed 15th Feby 1791.

To the Honble the Mayors Court at Madraspatnam

Between Daddy Nasserwanjee by his attornies William Balfour John Spalding and Oliver Bull Complainant and Richard Legge Willis Defendant

The Petition of the above named Defendant Most humbly Sheweth —

That Issue was joined and Rules passed for Examination of Witnesses in the above Cause on Tuesday last the eight Instant —

That James Willis late of Pudding Lane in the City of London Merchant but at present of Lambeth in the County of Surry & Andrew Duncan of London aforesaid Attorney at Law are very material Witnesses in the part and behalf of Your Petitioner in the above Cause and without whose Testimony Your Petitioner is advised and verely beleives he cannot with safety proved to ex Hearing. —

That the said James Willis and Andrew Duncan now uside as Your Petitioner is informed and verely beleives at their respective Places Residence above mentioned where th[illegible] by the

at Present not within the Jurisdiction of this Honble Court he has not been able to make an Affidavit of the forgoing Facts before the Major or any of the Aldermen of this Honble Court But he has sworn to the Forth thereof in an Affidavit hereunto annexed which has been attested by the Judicial and Official Officirs at Tranquebar in the most formal and regular Manner he could procure And the Translation thereof which is also annexed is attested by the Seal and Signature of a Notary Public Resident also at Tranquebar aforesaid —

Your Petitioner further sheweth that the Truth of the forgoing Petition is further confirmed by the Affidavit of Your Petitioners attorney at Law who must be suppozes Competent to know what Witnesses are necessary to be examined on the part of Your Petitioner —

Your Petitioner therefore most humbly prays this Honble Court that they will be pleased to order a Commission to Issue directed to Mr William Drave of New Inn London Attorney at Law Sir John Menzies of the City of London Baronet William Mackintosh of the City of London Esquire and John Walker of Kinsington Square near London Gentlemen or to any Two of them or to such other Person or Persons as the Honble Court may direct to receive the Depositions and examine the above named James Willis and Andrew Duncan in the Part and Behalf of Your Petitioner

And Your Petitioner shall ever pray

In the Honble the Mayor's Court at Madraspatnam

Between Daddy Nassuwanjee by his attornies William Balfour John Spalding and Oliver Colt Complainant — and — Richard Legge Willis Defendant.

The affidavit of the above named Defendant —

This Deponent maketh Oath and saith that James Willis late of Pudding Lane in the City of London Merchant but at present of Lambeth in the Country of Surrey and Andrew Duncan of London aforesaid Attorney at Law are very Material Witnesses on the part and behalf of this Deponent in the above Cause and without whose Evidence (this Deponent is advised and verily believes) he cannot with Safety proceed to a hearing — This Deponent further says that the said James Willis and Andrew Duncan now reside (as this Deponent is informed and verily believes) as their respective places of Residence above mentioned where they cannot be examined by the Examiners of this Honble Court —

Rich. Legge Willis

he cannot with Safety proceed to a hearing — This Deponent further says that the said James Willis and Andrew Duncan now reside (as this Deponent is informed and Verily believes) at their respective places of Residence above mentioned where they cannot be examined by his Examiners of this Honble Court —

Rich Legge Willis —

Witness
Philip Burtton —

Year 1790 the 7th of December met before me undersigned Notary Public of this Place, Englishman Mr. Richard Legge Willis who made before me the hereinmentioned Deposition in the presence of Mr. Philip Burtton Witness which in such manner being passed I herewith exhibit under my hand & usual Seal Anno & Die. ut supra —

(L.S.)

Franz. Lichtenstein
Notary Public Regis —

(The original English Deposition was signed in the Court & is found hereby annexed) Same Mr. Richard Legge Willis confirmed there after by his publicly making Oath that said produced his Deposition was the clear Truth & by himself signed to in the Presence of Mr. Burtton Witness who last mentioned likewise himself was present in the Court & affirmed that said Mr. Richard Legge Willis had himself signed the same. —

Mr. Richard Legge Willis declared further that the Cause mentioned in his said Deposition, not could proceed without same Deposition — In such Manner being passed, is hereby afirmed under my hand & usual Seal & above mentioned Witnesses Signature — Actum Anno, Loco & die ut antea. —

Borgen
(L.S.)

A true Translation
before me of
Franz. Lichtemtein
Notary Public Regis

Jost Gantz
Hans Lund. —

(L.S.)

Translation from Danish

Jens Borgen His Majestys Commissioned Auditor, Inferior Judge & Clerk to the Court &ca &ca &ca in Tranquebar. Notify that

Year 1790 Tuesday the 7th December met beforene Englishman Mr Richard Legge Willis at the Court House in the Court here in Tranquebar, in presence of my engaged Witnesses Jost Gantz, and Ham Lund both Inhabitants ibid:, & produced a Deposition drawn up by him in writing & made before Notary Public of this Place Francis Lichtenstein Esqre in the English Language together with one of said Notary given Translation of the same in the Danish Language, together with moresaid Notary Public thereover exhibited Act of this days, which was read as following Contains.

In the Honble the Mayor's Court at Madraspatnam

Between Daddy Nassirwanjee by his Atty William Balfour John Spalding and Oliver Coult Complainant and

Richard Legge Willis Defendant

The affidavit of the above named Defendant

This Deponent maketh Oath and Saith that James Willis late of Pudding Lane in the City of London Merchant but at present of Lambeth in the Country of Surrey and Andrew Duncan of London aforesaid Attorney at Law are very Material Witnesses on the part and behalf of this Deponent in the above Cause, and without whose Evidence this Deponent is advised and verily believes

Filed 15th Feby 1791

In the Honble the Mayors Court at Madraspatnam

Between Daddy Nasserwanjee by his Attornies William Belfour John Spalding and Oliver Coult Complainant

and

Richard Legge Willis Defendant

The affedavit of Peter Walker of Fort Saint George Gentleman One of the Attornies of this Honble Court and the Attorney at Law for the Defendant in the above Cause

This Deponent maketh Oath and Saith that for the Letters he has seen and from other Information which he has received from his Cleint the Defendant above named as well as from the Nature of the Charges brought forward by the Complainant and the Defence set up by the Defendant it appears to him that James Willis heretofore of Pudding Lane in the City of London Merchant but now of Lambeth in the County of Surry in the Kingdom of Great Britain and Andrew Duncan of London aforesaid Attorney at Law are very material Witnesses on the Part and Behalf of the above named Defendant in the above Cause and without whose Testimony this Deponent is fully of Opinion & Verily believes the above Named Defendant cannot with Safety proceed to a having This Deponent further says that the said James Willis and Andrew Duncan now reside as this Deponent is informed and verely believes at their respective Places of Residence above mentioned where they Cannot be examined by the Examiner of this Honble Court

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th Day of February Anno Domini 1791.—

Present

Josias DuPré Porcher Esquire Mayor
James Call— Andrew Ross and
Henry Chichel Michell— Aldermen

The Mayor being interested goes off the Bench and the Mace are taken away and Mr. Alderman Call takes the Chair—

Daddy Nasarwanjee by his Attornies William Balfour John Spalding and Oliver Catt.

vers

Richard Legge Willis

A Further time of One Week for the Return of the Warrant of Arrest issued against the Defendants Body prayed for and Granted.—

Further Day is given the Parties till the 22d. Instant to Examine Witnesses.—

Mr. Peter Walker Attorney for the Defendant prays leave to file a Petition with an Affidavit of the Defendant— Sworn to at Tranquebar as also with an Affidavit of the said Peter Walker Sworn to in Court this day— and prays that a Commission may issue directed to Mr. William Drewe of New Inn London Attorney at Law Sir John Menzies of the City of London Baronet William Mackintosh of the City of London Esquire and John Walker of Kensington Esquire near

part of the Defendant— Petition and Affidavits Read— Messrs. James Stuart Hall and James Hamilton Attornies for the Complainant objet to the Issuing of the Commission and pray that they may be Allowed till Next Court day to shew Cause— The Court having taken the same into Consideration Ordered that One Week be Allowed to shew Cause.—

A True Extract
G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22nd Day of February Anno Domini 1791.—

Present

Josias DuPré Porcher Esquire Mayor
James Call— William Webb
Andrew Ross— John Mitford
Henry Chichley Michell— James Amos
Henry Readhed— Benjamin Roebuck
and
James Daly— Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. Alderman Call takes the Chair—

Daddy Nasarwanjee by his Attornies William Balfour John

A Further time of One Week for the Return of the Warrant of Arrest issued against the Defendant's Body prayed for and Granted. —

Messrs James Stuart Hall and John Hamilton Attornies for the Complainant agreeable to the Order of last Court day object to the prayer of the Defendant's Petition being granted because the Affidavit upon which the prayer is grounded is irregular and Contrary to the Practice to the Court the same having been taken or said to be taken before a Person at Tranquebar which is a foreign Settlement whereas all proceedings before this Court that require an Oath it is Necessary that such Oath should be Administered before a Judge or under the Authority of this Court as also because it appears from the Defendants Affidavit that the same is said to have been Sworn to two Months before Issue was Joined in this Cause. The said Attornies in further Support of their objections pray leave to file the Affidavit of John Christian Pingel Sworn to before Mr. Alderman Call the 21st Instant from which it appears that the Defendant has absconded & from the Jurisdiction of this Court and thereby stands in Contempt thereof in not having obeyed the Order for Bail Extract from the Minutes of Last Court Day Read — Petition and Affidavits filed last Court day Read — Affidavit of John Christian Pingel Read — The Court having taken the same into Consideration it is Ordered that the Petition

Next to Examine Witnesses in default of which Publication will pass in this Cause. —

A True Copy
G. Taylor
Reg^r

Filed the 22nd February 1791

In the Honble the Mayor's Court at Madraspatnam

Between Daddy Nasserwanjee by his Attorney William Balfour John Spalding and Oliver Colt Complainant and Richard Legge Willis Defendant

The Affidavit of John Christian Pingel late of Tranquebar but at present of Fort Saint George Esquire

John Christian Pingel late of Tranquebar but at present of Fort Saint George Maketh Oath and Saith that he did see Richard Legge Willis the Defendant above named at Tranquebar Just previous to the Sailing of the Danish Ship the Disco for Europe and and this Deponent there resident at Tranquebar at the time Sailing of the said Ship the Disco has heard and verily believes that the said Richard Legge Willis the Defendant above named did engage a passage and embark on Board of the said Ship for Europe and this Deponent further saith that the said Ship the Disco did so Sail for Europe on or about the Eleventh day of the present Month of February. —

J. C. Pingel

Stuart Hall
Jno. Hamilton
Att^ys for Compl^t.

Sworn to before me

Filed the 1st March 1791

To the Honble the Mayors Court at Madraspatnam

Between Daddy Nasserwanjee by his Attornies William Balfour John Spalding and Oliver Colt Complainant and Richard Legge Willis Defendant

The humble Petition of the abovenamed Richard Legge Willis

Most humbly Sheweth

That Your Petitioner did on Tuesday the thirteenth of February last petition this Honble Court that a Commission might issue directed to certain Persons therein named to take the Deposition and Examinations of James Willis and Andrew Duncan two Persons Resident in Great Britain on the part of Your Petitioner Your Petitioner having himself Sworn by an Affidavit taken at Tranquebar and Your Petitioners Attorney having also sworn by an Affidavit taken before this Honble Court that the said James Willis and Andrew Duncan were very Material Witnesses and that without their Testimony Your Petitioner could not with safety proceed to a Hearing Which Petition having come onto be heard on Tuesday Last the Twenty Second of February and having been dismissed Your Petitioner conceives himself much aggrieved thereby and therefore implores

First — Because after Issue is joined and Rules passed for examining Witnesses the Court of Chancery will always upon any probable Cause shewn grant a Commission to Examine Witnesses to any distant Place that may be required —

Secondly — Because the same has been invariable the Practice of this Honble Court and the same was formerly Considered as a Motion of Course and granted frequently as Appears from Your Records without any Affidavit and when these was an Affidavit Your Petitioner has not been able to discover a single Instance where it has been denied —

Thirdly — Because Your Petitioners Application was supported not only by his own Affidavit but also by the Affidavit of his Attorney who must be competed to judge of the Witnesses necessary and who swears that he is fully of Opinion that Your Petitioner cannot with safety proceed to a Having without the Testimony of these Witnesses which being sworn by a Person no way interested in the Event of the Cause Your Petitioner humbly conceives is still stronger than any Affidavit he could have made himself and would be alow a sufficient Ground either in the Court of Chancery or agreeable to the Practice of this Honble Court to obtain the Commission prayed for —

Fourthly — Because Your Petitioner has really not applied for it from a Desire to delay the Suit, but from an honest and fair Motive of supporting a very material Part of his Defence by the Testimony of these Gentlemen who are the only Persons able to prove it — for Your Petitioner having asserted in his Answer that [illegible]

has thought proper to deny it, and the Defendant having again insisted on it in his Rejoinder this Question of Your Petitioners having again and Interest or not an Interest in the Concern is among the Facts on which Issue is joined and Rules have passed for examining Witnesses as by the Proceedings upon Record before Your Honble Court will more fully appear

Fifthly — Because the above Fact is exceedingly material for Your Petitioner it being the Ground on which the whole Equity of this Case rests and he has other every material Points to examine these Witnesses to be which it will clearly appear that Your Petitioner is no way liable for the Debt such for and therefore it would be the utmost Cruelty and attended with the most fatal Consequence to him to be deprived of their Testimony —

Sixthly — Because at the Hearing the Court was much divided in their Opinions and it was only carried against Your Petitioner by the Majority of one Voice and four Different Decrees were entered upon Your Records against it —

Seventhly — Because the chief Reason that was urged by the Opposite Attorneys for the Court to deny the Prayer of your Petitioners Petition was because Your Petitioner was in Contempt and therefore not entitled to it, which Your Petitioner humbly conceives cannot be the Case as he has an Attorney appearing for him in Court and if he is not entitled to examine Witnesses [illegible]

Examiner which never can be supposed —

Eighthly — Because the Concern to which the Proceedings refer and on Account where of Your Petitioner is charged to be indebted to the Complainant did in fact originate in Great Britain and the only Persons who can give Evidence thereof are now there Resident —

Lastly — Because of the Recent Instance that passed the very last Court Day in the Cause of Payne against Johnson in which a similar Prayer founded upon a similar affidavit was immediately granted —

Your Petitioner therefore humbly prays this Honble Court will for the Reasons herein stated reconsider the Order of Court which passed on the Twenty second Day of February whereby your Petitioner Petition was dismissed and that the Honble Court will be pleased to grant the Prayer thereof or such other Relief as may to them seem meet —

And Your Petitioner as in Duty bound shall ever pray —

P. Walker
Atty for Dfts

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 1st day of March Anno Dominis 1791.—

Present

Josias DuPré Porcher Esquire Mayor
Andrew Ross — John Mitford and
Henry Readhead Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. alderman Ross takes the Chair

Daddy Nasarwanjee by his attorney William Balfour John Spalding and Oliver Colt

vers

Richard Legge Willis

A further terme of one Week for the Return of the Warrant of Arrest issued against the Defendants Body prayed for and granted —

Petition of the Defendant praying that a Rehearing may be allowed him from the Order of Court of the 22d. Ultimo Read and filed in Court this Day — The attorneys for the Complainant object to a Rehearing being granted becaus e a Petition for Rehearing ought to Set forth some new Ground to induce the Court to alter former Resolution and particularly for a Commission for the Examination of Witnesses the prayer for which ought to be founded upon Affidavit the Court having taken the same into Consideration does Ordered that a Rehearing be granted and that the same do come on to be Heard on Saturday Next when a full Court is Ordered to be Summoned at 9 Clock in the Forenoon and that the Petition with the Extract from the Minutes of Court be sent round for the Perusal of the Several Members —

A True Extract

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 5th Day of March Anno Domini 1791.—

Present

Josias DuPré Porcher Esqr. Mayor
James Call — William Webb
Andrew Ross — John Mitford
Henry Chichely Michell — Henry
Readhead — Benjamin Roebuck
and
James Daly — Aldermen.

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. Alderman Call takes the Chair —

Daddy Nasarwanjee by his attornies William Balfour John Spalding and Oliver Colt —

vers

Richard Legge Willis

Extract from the Minutes of Court of the 1st Instant Read —

Petition of the Defendent Read —

Mr. Alderman Roebuck moves that the Order of Court of last Court Day for granting a Rehearing of the Order of Court of the 22nd Ultimo may stand Revoked is Seconded by Mr. alderman Michell and the Question being put it is Ordered that the same do Stand Revoked accordingly and that the Petitioner be Overruled with Costs. —

A True Copy

C. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d. Day of February Anno Domini 1791.—

Present

Josias DuPré Porcher Esquire Mayor
William Webb — Andrew Ross
James Daly — Aldermen

Daddy Nasarwanjee by his attornies William Balfour John Spalding and Oliver Ott

vers

Richard Legge Willis

Mr. Alderman Mitford takes his Seat upon the Bench.
Mr. Alderman Amos takes his Seat upon the Bench.—
Mr. Alderman Michell takes his Seat upon the Bench.—
Mr. Alderman Readhead takes his Seat upon the Bench
Messrs. James Stuart Hall and John Hamilton Attorneys for the Complainant agreeable to the Order of last Court Day object to the prayer of the Defendants Petition being granted because the Affidavit upon which the prayer is grounded is irregular and contrary to the Practice of the Court the same having been taken or said to be taken before a Person at Tranquebar which is a foreign Settlement whereas all Proceedings before this Court that require an Oath it is Necessary that such Oath should be Administered before a Judge or under the Authority of this Court as also because it appears from the Defendants Affidavit that the same is said to have been Sworn above Months before Issue was Joined in this Cause The said Attornies in further Support of their Objections pray leave

Mr. Alderman Call the 21st. Instant from which it appear that the Defendant has absconded from the Jurisdiction of this Court and thereby stands in Contempt thereof in not having obeyed the Order for Bail— Extract from the Minutes of last Court day Read Petition and Affidavit filed last Court day Read— Affidavit of John Christian Pingel Read— The Court having taken the same into Consideration it is Ordered that the Petition be over ruled with Costs.—

Court of Appeals at Madraspatnam } Saturday the 24th day of December Anno Domini 1791.

Between Richard Legge Willis Appellant and Daddy Nasurwanjee by his Attorneys William Balfour John Spalding and Oliver Ott of Fort St. George Esqrs. Respondents—

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayor's Court together with the Order of the said Court given in this Cause on Tuesday the 22d day of February Anno Domini 1791 Upon due Consideration had of the Matter therein severally Contained and of the Pleadings and Agreements used by the Attornies on both sides This Court doth think fit to Order and Decree

and doth Accordingly Order and Decree that the said Order of the Hon'ble the Mayor's Court do stand Affirmed and that the appellants Petition be hence Dismissed with Costs.

H Cuz

Chas. N. White
Clk

Filed the 25th February 1791

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

Humbly Complaining Shewe th unto this Hon'ble Court Your Orator Petty Tomboo Naick of Madraspatnam Dubash administrator of all and every the goods Chattles Rights and Credits Which were the goods and Chettles Rights and Credits of Paucala Ramasawmy Naick late of Madraspatnam aforesaid Dubash deceased That Francis Lind of Madraspatnam aforesaid now or late a Senior Merchant in the Civil service of the Hon'ble the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George being heretofore that is to say in or about the Year of our Lord One Thousand Seven hundred and Eighty three in very Narrow Circumstances and he the said Francis Lind being anxious and desirous to acquire and Estate and fortune and will knowing that the said Paucala Ramasawmy Naick was not only a person conversant and will Skilled in Trade and Merchandice but was also enable from his own fortune and Credit and from the large and extansive property of his Father Family and Freinds and from other Creditable Cun-

mack such Loans and advances to the said Francis Lind as were necessary as will for the then support and Maintainance of the said Francis Lind as to enable him launch out and engage in different branches of Trade and commerse he the said Frincis Lind did some time in or about the Year of our Lord one Thousand Seven hundred and Eighty three apply to and Solicit the said Paucala Ramasawmy Naick to became his the said Francis Linds head Dubash to which Requesition of the said Francis Lind the said Paucala Ramasawmy Naick did after much entreaty on the part of the said Francis Lind consent and agree and accordingly from thenceforth became and was the head Dubash of the said Francis Lind in which Station the said Paucala Ramasawmy Naick continued until the time of his death which happened in or about the Seventh day of April which was in the Year of our Lord one Thousand Seven hundred and Ninety, Your orator further shewith unto this Hon'ble Court that the said Paucala Ramasawmy Naick from time to time Whilst he so Continued the Dubash of the said Francis Lind as aforesaid actually lant and advanced to the said Francis Lind very considerable Sums of Money not only to defray the said Francis Lind Domestick expences but also to enable the said Francis Lind to Caveyon and enter into various Mescantile businesses and Speculation until at Length the Estate and fortune of the said Francis Lind was by the great care skill industley and attention of the said Paucala Ramasawmy Naick in and about the business of the said Francis Lind and by the pecuniary aids with which the said Paucala Ramasawmy Naick furnished and provided the said Francis

Lind exceedingly encreased; Your Orator further Sheweth unto this Honble Court that the Station or employment of Military Store keeper at Fort Saint George for the providing and furnishing the said Honble Company and their Armies with Military Stores Tents gunarriage and other Carraige for the said Stores having on or about the Tenth day of august Which was in the Year of our Lord One Thousand Seven hundred and Eighty Nine became vacant by the death of George Savage Esquire who had for some time previous thereto held the said Compliment the said Francis Lind did represent to the said Pancala Ramasawmy Naick that if the said Frances Lind could so manage Matters as to prevail upon John Holland Esquire the then president and Governor of Fort Saint George and upon Edward John Holland then one of the Members of the said Government of Fort Saint George to nominate and appoint him the said Frances Lind to the said Compliment or Office of Military Storekeeper which had so become Vacant by the death of the said George Savage that he the said Frances Lind fortune would be ultimately made at the same time entimating to the said Pancala Ramasawmy Naick that he the said Francis Lind had been given to understand that previous to the said John Holland and Edward John Holland Nominating the said Frances Lind to the said appointment of Military Storekeeper, he the said Frances Lind should actually advance and pay down to them the said John Holland and Edward John Holland or to one of them a sum of Twenty Thousand Pagodas or thereabouts; and Your Orator Sheweth unto this

inform the said Pancala Ramasawmy Naick that they the said John Holland and Edward John Holland or one of them had actually consented and agreed to Nominate and appoint him the said Frances Lind to the said office of Military Storekeeper upon his the said Francis Lind's previously paying to them the said John Holland and Edward John Holland or to one of them a sum of Twenty Thousand Pagodas to which terms he the said Francis Lind had as he informed the said Pancala Ramasawmy Naick and did Your orator further Sheweth unto this Honble Court that Matters having been so concluded the only obstacle which then prevented the said Francis Lind entering into the immediate possession and enjoyment of the said office of Military Storekeeper was the nonpayment of the said Sum of Twenty Thousand Pagodas to obviate which he the said Francis Lind did entreat and implore the said Pancala Ramasawmy Naick not only to lend him the said Francis Lind such part of the said Sum of Twenty Thousand Pagodas as he the said Pancala Ramasawmy Naick could then conveniently command, but also to procure and obtain on the Credit of the said Francis Lind such part of the said Twenty Thousand Pagodas he the said Pancala Ramasawmy Naick might be advance and Your orator Sheweth unto this Honble Court that he the said Pancala Ramasawmy Naick from an anxiety and desire further to aggrandize and promote the fortune of the said Francis Lind in his the said Pancala Ramasawmy Naicks life

was in the Year of our Lord One Thousand Seven hundred and Eighty nine at the special instance and Request of the said Francis Lind and for his use and upon his Account actually pay and advence to avadauna paupiah Braminy then Head Dubash to the said John Hollond and Edward John Hollond the Sum of Five Thousand Pagodas Whereby the said Francis Lind became and was indebted to the Paucala Ramasawmy Naick in his life time in the said Sum of Five Thousand Pagodas and being so indebted he the said Francis Lind In consideration thereof faithfully promised the said Paucala Ramasawmy Naick in his life time to pay the said Paucala Ramasawmy Naick the said Five Thousand Pagodas when he the said Francis Lind should be thereunto afterwards required but your Orator Sheweth unto this Honble Court that the said Francis Lind contriving and intending to deceive and defraud the said Paucala Ramasawmy Naick in his life time and your Orator since his death in this behalf did not pay the said Five Thousand Pagodas or any part thereof to the said Paucala Ramasawmy Naick in his life time nor hath he since the death of the said Paucala Ramasawmy Naick paid the same or any part thereof to Your Orator although often Request so to do, And your orator sheweth unto this Honble Court that the said Paucala Ramasawmy Naick did also Borrow and procure for the said Francis Lind the sum of Fifteen Thousand Pagodas being the residue of the said Principal Sum of Twenty Thousand Pagodas; Your Orator further sheweth unto this Honble Court that the said Francis Lind having by the means aforesaid the said Sum of Twenty Thou-

and appointed to the station or office of Military Storekeeper and the Eleventh day of August which was in the Year of our Lord One Thousand Seven hundred and Eighty Nine entered into the receipt of the issues and propte thereof your orator further Sheweth unto the Honble Court that the said Francis Lind being indebted to Rudrapah and Eyah Pillay of Madras inhabitant upon Settlement of accounts with them the said Rudrapah and Eyah Pillay in the sum of Twenty hundred Pagodas and the said Francis Lind being pressed by them the said Rudrapah and Eyah Pillay for the payment of the said Sum of Thirteen hundred Pagodas and it not being convenient to the said Francis Lind at that particular pouod, to pay off the same he the said Francis Lind did apply to the said Paucala Ramasawmy Naick in his life time to wit some time in or about the begining of the Month of February in the Year of Our Lord One thousand Seven hundred and Ninety to pay off and discharge the said Sum of Thirteen hundred Pagodas or otherwise to Satisfy the same so as that he the said Francis Lind Should not be further pressed by them the said Rudrapah and Eyah Pillay for the payment of the said Sum of Thirteen hundred Pagodas and Your Orator Sheweth that the said Paucala Ramasawmy Naick did accordingly in his life time to wit on or about the fourteenth day of February which was in the Year of our Lord One Thousand Seven hundred and Ninety at the special instance and Request of the said Francis Lind and for his use and upon his account pay off discharge and Satisfy to them the said Rudrapah and Eyah Pillay the said Sum of Thirteen hundred Pagodas by granting and Executing unto them the said Rudrapah and Eyah Pillay on the fourteenth day of February in the said Year of our Lord one thousand Seven hundred and Ninety his the said Paucala Ra

written Obligation conditioned for the true payment by him the said Pancala Ramasawmy Naick to them the said Rudra-pah and Eyah Pillay of the said Thirteen hundred Pagodas on or about the fourteenth day of May in the Year of our Lord One Thousand Seven hundred and Ninety Whereby the said Francis Lind became and was indebted unto the said Pancala Ramasawmy Naick in the said Sum of thirteen hundred Pagodas and being so indebted he the said Francis Lind for consideration thereof did faithfully promise the said Pancala Ramasawmy Naick in his life time that he the said Francis Lind would well and truly pay unto the said Pancala Ramasawmy Naick in his life time the said Sum of Thirteen hundred Pagodas, when he the said Francis Lind should be thereunto Required but your orator Sheweth unto this Honble Court that the said Francis Lind altho after Required so to do hath not paid unto the said Pancala Ramasawmy Naick in his life time or to your orator since the decease of the said Pancala Ramasawmy Naick the said Sum of Thirteen hundred Pagodas or any part thereof but that the said Sum of Thirteen hundred Pagodas together with the interest thereof is still due and owing from the said Francis Lind to Your Orator as Administrator of the said Pancala Ramasawmy Naick as aforesaid And your Orator further Sheweth unto this Honble Court that the said Francis Lind upon entering into the said employment of Military Storekeeper did for Consideration that the said Pancala Ramasawmy Naick would as the Head Dubash of the said Francis Lind Conduct and manage the said Business and office of Military Store-

naick in his life time to pay and allow him the said Pancala Ramasawmy Naick for his diligence Work and labour in and about the business of the said Francis Lind as Military Storekeeper as aforesaid the sum of Fifteen Pagodas for every one hundred Pagodas that should arise to the said Francis Lind and be produced from the neat or clear profits of the said Office of Military Storekeeper and your Orator Sheweth unto this Honble Court that the said Pancala Ramasawmy Naick confiding in the said promise and undertaking of the said Francis Lind did in his life time at the Special instance and Request of the said Francis Lind to wit from the first day of September Which was in the Year of our Lord one thousand Seven hundred and Eighty Nine until the thirtieth day of March Which was in the Year of Our Lord one Thousand Seven hundred and Ninety carefully and diligently superintend conduct and manage the said business office and employment of the said Francis Lind as he the said Francis Lind had Dubash and under his Direction and Your Orator expressly Charges that the said Francis Lind did absolutely receive by the Clear and neat profits of his said Employment of Military Storekeeper from the first day of September One Thousand Seven hundred and Eighty Nine until the said thirtieth day of March One Thousand Seven hundred and Ninety the sum of Thirty nine Thousand Six hundred and Ninety three Pagodas Eight Fanams and Twenty one Cash or there abouts by Means thereof the said Francis Lind on the said thirtieth day of March in the said Year of our Lord One Thousand Seven hundred and Ninety became liable to pay and ought to have paid unto the said Pancala Ra-

fifty three Pagodas forty three Fanams and Sixty Cash according to his said agreement and his said promise and undertaking so made as aforesaid by your orator Sheweth unto this Honble Court that the said Francis Lind craftily intending to deceive the said Paucala Ramasawmy Naick in his life time and your Orator since his decease in this behalf did not pay the said Five Thousand Nine hundred and fifty three Pagodas forty three Fanams and Sixty Cash any part thereof to the said Paucala Ramasawmy Naick in his life time nor hath he since the death of the said Paucala Ramasawmy Naick paid the same or any part thereof to your orator although often requested so to do — Your orator further Sheweth unto this Honble Court that the said Francis Lind was also indebted to the said Paucala Ramasawmy Naick in his life time in various other Sums of Money by the said Paucala Ramasawmy Naick in his life time laid out expended and paid for the said Francis Lind and at his special instance and request amounting together to the sum of Pagodas Sixteen Thousand Nine hundred and fifty five twenty Fanams and Sixty Cash or thereabouts the particular Items of which and the respective times when the said monies were so paid laid out and expended by the said Paucala Ramasawmy Naick are particularly set forth and mentioned in an Account Current hereunto annexed for the inspection of this Honble Court which Your Orator prays may be taken and received as part of this his Bill of Compliant Your Orator further Sheweth unto this Honble Court that the said Francis Lind under and by virtue of the several Matters and things herein

set forth and mentioned became and was indebted to the said Paucala Ramasawmy Naick in his life time and still is indebted to your Orator as the administrator of the said Paucala Ramasawmy Naick in the Principal Sum of Ten Thousand one hundred and Ninety Seven Pagodas Twenty Six Fanams and fifty four Cash being the balance of the said account Current and making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Four Thousand and Seventy nine Pounds one Shilling or thereabouts and being so indebted to the said Francis Lind in Consideration thereof undertook and faithfully promised the said Paucala Ramasawmy Naick in his life time to pay him the said several sums of Money so by him the said Francis Lind due and owing to the said Paucala Ramasawmy Naick in his life time or to the said Francis Lind should be thereunto afterwards requested and your Orator Sheweth unto this Honble Court that he hath frequently in an amicable Manner as administrator of the said Paucala Ramasawmy Naick applied to and requested payment from the said Francis Lind of the said Sum of Ten Thousand one hundred and Ninety Seven Pagodas twenty Six Fanams and fifty four Cash But now so it is May it please this Honble Court that the said Francis Lind Combining and Confederating with divers persons Unknown to Your Orator how to injure and distress your Orator in this behalf and only refuses to pay your orator the said Sum of Ten Thousand one hundred and Ninety Seven Pagodas twenty Six Fanams and fifty four Cash or to make your Orator any manner of Satisfaction touching the pre-

as Administrator of the said Paucala Ramasawmy Naick is Considerable indebted to him the said Francis Lind in as much as the said Paucala Ramasawmy Naick did in his Life time and in the Capacity of head Dubash to the said Francis Lind receive Considerable Sums of Money from the Agents of the said Honble the United Company on account of the said Francis Lind's said employment or office of Military Storekeeper whereas your Orator expressly Charges that the said Paucala Ramasawmy Naick did in his Life time faithfully pay out and disburse all such Monies as hee so received on the said Francis Lind's account and Your Orator hath accordingly in the debit side of the said Account Current given the said Francis Lind just Credits and allowance for all such sums of Money as the said Paucala Ramasawmy Naick so received on account of the said Francis Lind and the said Francis Lind at the times gives out and pretends that as his Entermeing in the said office or imployment of Military Storekeeper was an uncertain event he the said Francis Lind is not therefore bound to pay unto Your Orator as administrator of the said Paucala Ramasawmy Naick the said sum of Five Thousand Pagodas which the said Paucala Ramasawmy Naick so paid and advanced for the use at the instance and upon account of the said Francis Lind as herein before is particularly set forth and mentioned Whereas the said Francis Lind well knows as the fact is that the said Paucala Ramasawmy Naick so paid and

as his special instance and request and solely to promote his the said Francis Lind's fortune and success and that the said Paucala Ramasawmy Naick being repaid the said sum of Five Thousand Pagodas did not depend upon the said Francis Lind's being Continued in or Removed from the said office of Military Storekeeper or upon any other event contingency or condition whatsoever, and the said Francis Lind also refuses to pay Your Orator the said Sum of Thirteen hundred Pagodas and as an Excuse for so doing gives out and alledges that he the said Francis Lind never had any dealings or transactions with the said Rudrapah and Eyah Pillay or with either of them whereas the said Francis Lind well knows he ought to be that he the said Francis Lind had Considerable Money transactions With the said Rudrapah and Eyah Pillay and that he the said Francis Lind being indebted to them in the said Sum of Thirteen hundred Pagodas and pressed for the payment thereof did actually apply to the said Paucala Ramasawmy Naick and Request of him to discharge the said Thirteen hundred Pagodas with Which request of the said Francis Lind the said Paucala Ramasawmy Naick accordingly complied and actually passed his Bond for the said debt of the said Francis Lind as herein before is mentioned And the said Francis Lind further deceive and defraud Your orator as the administrator of the said Paucala Ramasawmy Naick denies that he the said Francis Lind Was indebted to the said Paucala Ramasawmy Naick in his Life time in the sum of Five Thousand Nine hundred and fifty three Pagodas Forty three Fanams and Sixty Cash notwithstanding that

entered into With the said Paucala Ramasawmy Naick as
hereinbefore is mentioned but then the said Francis Lind
in order to avade the payment of the said Sum of Five
thousand Nine hundred and fifty three Pagodas forty
three fanams and Sixty Cash pretends and alledges that
the possits which accrued to the said Francis Lind in his
said Office of Military Storekeeper during period which
the said Paucala Ramasawmy Naick so served him as
his head dubash were very inconsiderable Whereas Your
Orator expressely Charges that the said profits from
the said firsts. day of September in the said Year one Thousand
Seven hundred and Eighty Nine to the said thirtieth day of
March in the said Year one Thousand Seven hundred and
Ninety amounted to the Clear Sum of Thirty Nine Thousand
Six hundred and Ninety three Pagodas Eight fanams and Seven
ty one Cash And the said Francis Lind under various other fre
volous excuses refuses to pay Your Orator the residue of the
said Monies make up the said principal Sum of Ten Thousand
One hundred and Ninety seven Pagodas twenty Six fanams and
fifty four Cash, being the balance of said annexed Account Current
and pretends and givas out that Your Orator is not administrade
to the said Paucala Ramasawmy Naick Whereas Your Orator
particularly Showeth that Administration of all and Singular
the goods Chattles and Credits which were of the said Paucala Rama
sawmy Naick at the time of his death were by this Honble Court
in its capacity of Kings ordinary on the Sixth day of May in the Year
of our Lord one Thousand Seven hundred and Ninety

ready to be produced When ever this Honble Court shall require the
same All Which adings pretences and excuses of the said Fran
Lind are contrary to equity and good conscience and tend to injure an
oppress Your Orator In tender Consideration Where
and for as much as your Orator is solely remedeless in the premises
with out the aid of this Honble Court To the End therefore tha
the said Francis Lind may upon his Corporal oath truefull an
perfect answer make to all and Singular the premises as fully
and particularly as if the same were herein again repeated and
interrogated And that the said Francis Lind May setforth whether
he did not at the time herein before mentioned or at any othe time
and When particularly apply to and Solicit the said Paucala
Ramasawmy Naick to become his the said Francis Linds
head dubash and whether the said Paucala Ramasawmy Naick
did Not accordingly become his the said Francis Lind head
dubash and Whither the said Paucala Ramasawmy Naick
did in his life time lend and advance the said Francis Lind
Considerable Sums of Money upon various Occasion and
whether the said Paucala Ramasawmy Naick did not as
he the said Francis Linds head Dubash conduck manage
and Superintend his the said Francis Linds private and public
concerns and business And particularly that the said Francis
Lind may Setforth whether the said Paucala Ramasaw
my Naick did not in his life time at the time and upon
the Occasion herein before Mentioned and at his the said
Francis Linds special instance and request and upon he the
said Francis Linds account advance and pay to Avadaunam
Paupia Braminy as the dubash of the Said John Hollon

of Five Thousand Pagodas or any and what part thereof is not still due and owing by the said Francis Lind to Your Orator as Administrator of the said Paucala Ramasawmy Naick And that the said Francis Lind may also setforth whether he the said Francis Lind was not at the time herein before mentioned or at any other time and when particularly present by Rudrapah and Eyah Pillay herein before Mentioned for the payment of the Sum of Thirteen hundred Pagodas or of any other and what Sum of Money and whether the said Francis Lind did not in consequence thereof or how otherwise apply to and request of the said Paucala Ramasawmy Naick to discharge and satisfy the said Sum of thirteen hundred Pagd.s and whether the said Sum of Thirteen Hundred Pagodas was not in pursuance of such the request of the said Francis Lind and upon his Account discharged and satisfied by the said Paucala Ramasawmy Naick as being before is mentioned or how otherwise and whether the said Sum of Thirteen hundred Pagodas is not still due and owing by the said Francis Lind to your Orator as administrator of the said Paucala Ramasawmy Naick And those not the said Francis Lind refuse to pay the same and why does he so refuse, And that the said Francis Lind may also setforth whether he was at the time herein before Mentioned or at any other time and when appointed to the said office or employment of Military Storekeeper and whether the said Francis Lind did not upon his entering into the said office of Military Storekeeper or when else promise and agree to allow the said Paucala Rawmasawmy Naick for his the said Paucala Ramasawmy Naicks delegance work and labour in and about the business and office of the said Francis Lind as Military Storekeeper as aforesaid the sum of Fifteen Pagodas or any other and what sum of Money for every one hundred Pagodas that should arise to the said Francis Lind from the Clear profits of the said Office of Military Storekeeper or what other Consideration did the said Francis Lind promises or agree to allow the said Paucala Ramasawmy Naick in that respect Did not the said Paucala Ramasawmy Naick in his lifetime during the period herein before Mentioned or for any other and what length [illegible]

is the said Francis Linds business in and about the said office of Military Storek[illegible] and did not the clear and neat profits arising to him the said Francis Lind from the [illegible] office of Military Storekeeper Amount from the said first day of September in the year of our Lord One Thousand Seven hundred and Eighty Nine to the said thirteen of March in the Year on thousand Seven hundred and Ninety to the Sum of [illegible]ty Nine thousand Six hundred and Ninety three Pagodas Eight fanams and Seventy one Cash or to any other and What particular sum of Money and does the said Francis Lind refuse to allow Your Orator the said Sum of Fifteen Pagodas [illegible] Cent upon the said Sum of Thirty nine thousand Six hundred and Ninety three [illegible] Eight fanams and Seventy one Cash and why does he so refuse and is not the said Francis Lind also indebted to Your Orator as administrator of the said Paucala Ramasawmy Naick in the several other sums of Money he[illegible] before and in the said annexed Account particularly Mentioned to be [illegible] and owing by him the said Francis Lind by Your Orator as administrator as aforesaid or in any and which of them and does not the said Francis Lind refuse to pay the same or any or either and which of them and why does he so refuse And that the said Francis Lind may be decreed by this Hon[illegible] Court to Pay unto Your Orator the said sum of Ten thousand one hundred and Ninety seven Pagodas Twenty Six fanams and fifty four Cash being the balance of the said Annexed Account Current and which is so due and owing from the said Francis Lind to Your Orator in Manner herein before Mentioned together with all such Costs and Expences as Your Orator shall sustain and be put to in the recovery thereof and that Your Orator may be further and otherwise relieved in the Premises According to Equity and good Conscience and as the Nature of his case shall require May it please this Hon.ble Court to Cause the said Francis Lind to be summoned and required by the Sheriff of Fort St. George Town of Madruspatnam and the districts thereof personally to be and Appear before this Hon.ble Cour at a certain time and place to be by this Hon.ble Court prefixed and appointed there 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

Fort Saint George this 25th day of February 1791

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

Wm. DuPré
John White Attorneys for the Complainant

Jas. Pr. Parker

of Five Thousand Pagodas or any and what part thereof is not still due and owing by the said Francis Lind to Your Orator as administrator of the said Paucala Ramasawmy Naick And that the said Francis Lind may also set forth whether he the said Francis Lind was not at the time herein before mentioned or at any other time and when particularly present by Rudrapah and Egah Pillay herein before Mentioned for the payment of the Sum of Thirteen hundred Pagodas or of any other and what Sum of Money and whether the said Francis Lind did not consequence thereof or how otherwise apply to and Request of the said Paucala Ramasawmy Naick to discharge and satisfy the said Sum of thirteen hundred Pagodas and whether the said Sum of Thirteen Hundred Pagodas was not in pursuance of such the Request of the said Francis Lind and upon his Account discharged and satisfied by the said Paucala Ramasawmy Naick as herein before is mentioned or how otherwise and Whether the said Sum of Thirteen hundred Pagodas is not still due and owing by the said Francis Lind to your Orator as administrator of the said Paucala Ramasawmy Naick And there not the said Francis Lind refuse to pay the same and why does he so refuse, And that the said Francis Lind may also set forth Whether he was at the time &c. or at any other time and when Appointed Military Storekeeper in particular from and Gunpowder as aforesaid to the 30th March 90 ... 5953.52.60

1st Sept. 89 - to 30. March 90 ... 29209.19.40

To Interest on Pags. 8000 from 1st Sept. 89 to the day is 9m. 11d. @ 12 p Cent p annum ... 468.15.-

To Interest on pags. 1300 from 14 February 90 to this day is 3m. 2d. @ 12 p Cent p annum ... 60.31.40

519.-.40.

Pagodas 29728.21.-

is the said Francis Lind transacted in and about the said office of Military Storekeeper and did not the clear and net profits arising to him the said Francis Lind from the said office of Military Storekeeper Account from the said first day of September in the year of our Lord One Thousand Seven hundred and Eighty Nine to the said thirtieth of March in the Year one thousand Seven hundred and Ninety to the Sum of Twenty Nine thousand Two hundred and Ninety three Pagodas Eight Fanams and Seventy one Cash or to any other and what particular sum of Money and does the said Francis Lind refuse to allow Your Orator the said Sum of Fifteen Pagodas Cent upon the said Sum of Thirty nine thousand Six hundred and Ninety three Pagodas Eight Fanams and Seventy one Cash and why does he so refuse and is not the said Francis Lind also indebted to Your Orator as administrator of the said Paucala Ramasawmy Naick in the several other sums of Money herein before and in the said annexed Account particularly Mentioned to be due and owing by him the said Francis Lind by Your Orator as administrator as aforesaid or in any and which of them and does not the said Francis Lind refuse to pay the same or any or either and which of them and why does he so refuse And that the said Francis Lind may be decreed by this Honble Court to pay unto Your Orator the said sum of Ten thousand one hundred and Ninety seven Pagodas Twenty Six fanams and fifty four Cash being the Balance of the said annexed Account Current and which is so due and owing from the said Francis Lind to your Orator in Manner herein before Mentioned together with all such Costs and Expences as Your Orator shall sustain and be put to in the recovery thereof 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 case doth most fully and at large appear by the Bill of Complaint of Your Orator now filed in this Honble Court to which

10197.26.54

Pagodas 29728.21.-

Madras 12. June 1790

Errors Excepted

Petty Samboo Naick Administrator of Paucala Ramasawmy Naick dec.

Dr. Frances Lind Esqr. in account Current with Petty Tamboo Naick Administrator to the Estate of Paucala Ramasawmy Naick dec.

1789 aug.t	11	To Cash paid to Read a sum Pattipaish Bearing Red Debt to John Hallond Esq.r late Governor of Madras and to Edward John Hollond one of the Members of Council											
1790 may	14	To principal of a Bond executed to Rudrapah and Gah. Pillay by the deceased for a debt by you to them owing and on your Account executed the 14.th of Feby and due this day										600	
	27											1300	
March	1	To Cash sent Yr. at the Garden House											
	2	To Dr. paid Colonel Moorhouse as p your Order						100					
	8	To Dr. Yr. on Account of Mr. Vaughn						1017					
		To Dr. Advanced Cashavah for the Purchas of Stores as per Your Order						92	26				
	13	To Dr. paid Mr. Chase on Account of Wax Candel p.r p.r Bill						5000					
	16	To Dr. Cashavah on Acquint of Colonel Moorhouse						535	35				
	10	To Dr. Dr. Miguel Johannes on Account of Timber as p.r Bill						976	81				
		To Dr. Dr. Colonel Moorhouse for the purchase of Gun Carriage as p.r Bill in Cashavahs Possession						85	41	20			
								969	21				
	11	To Dr. paid Mr. Robert Clarke on Account of Cutlery Bill						25	18				
	18	To Dr. Dr. Mr. Chas. N. White on Account of Sale of 3 Bills of Exchange for London						6500					
	23	To Dr. Dr. Colonel Moorhouse as p.r your order						600					
	29	To Dr. Paid you						200					
		To Dr. Dr. Singanah for the ease of Carpenter Yard Fan.m 25200 @ 45 fan.m p.r Pagoda						560					
		To Dr. Dr. Mootw on Account of Iron as p.r Bill						8	6.40				
		To Dr. Dr. Cashava for Military Charges Fan.m 36000 @ 36 fan.m p.r Pagoda						1000					
	16	To Dr. Dr. for the purchase of Stores						62					
	30	To Dr. Dr. Mootw Painter in full as p.r his Bill						19	45	20			
		To Dr. Dr. Sundry Charges as p.r Account particular						62	3	60			
		To Dr. Dr. Sundry Charges as p.r Mr. Linds Order from August to March 90 as p.r Account particular						45	5				
											16	955	20 60
		To Commission on Pag.m 39693-8-71. being the Emoluments from the purchase of Stores Carpenter Yard Pagodas &c. from 1.st Sept.r 89 to 30. March 90										595	40 00
												29209	19 60
1790 June	11	To Interest on Pag.r 8000 from 1.st Sept.r 89 to the day is one year 9 & 11 @ 12 p.r Cent p.r annum						468	15				
		To Interest on pag.r 1300 from 14 February 90 to this day is one month 3 & 27 days @ 12 p.r Cent p.r annum						60	31	40			
												519	46
		Pagodas										29728	21

1790 march	1	By Balance of an Account furnished by the Writer of the deceased in which was not included the debt of 5000 Pagodas as per Contra the same being Secret expenditure on Account of the said Francis Lind and therefore not brought in to the Office Account of the deceased with the said Francis Lind											782
	2	By Cash Received from Capt.n Durand on acc.t of Mr. Craig about Mr. Gillis Estate										194	
	15	By Cash Received from the Company's Treasury in Gold in Fan. 36000 @ 36 fan.m p.r Pag.a						1000					
		do 45000 @ 45 do						1000					
												12000	
		By Dr. Dr. from Civil Paymaster Gah. House Rent for Jany & Feby						30					
		Dest Money do. do.						16	46				
												66	46
	10	By Dr. Received from Mr. Cockburn for a draft on home Mr.s 100 or Sp.r										109	
	16	By Dr. Dr. from Mr. Chase on Acc.t of Mr. Hamilton for Mr.s Wm. Dobbyns Bond dated 4.th Feby 89										660	
	17	By Dr. Borrowed from Cashavah						3600					
	20	By Dr. do.						300					
												3900	
	30	By Dr. Received from Rajah of Calastry										1000	
		By Dr. Dr. Colonel Halcocks House Rent										28	
		By Dr. Dr. for Rice Goods Sold										320	42 70
		By Sundries debited in your last Months Account by the deceased and now Credit you for not discharging the said Bills											
		Charcoal Contractor						80					
		yard Rent for February						50					
		Mr. Breakenridge's Bill						200					
		Sawmy Naicks Custom for Timber						33	40	10		363	40 10
		By Cash Received for 650 Sheathing Board Sold										110	
												1874	39
		By Balance										19630	39 26
												10197	26 52
		Pagodas										29728	21

Madras 12. June 1790
Errors Excepted
p.r Petty Tamboo Naick Administrator
of Paucala Ramasawmy Naick dec.d

Filed the 28th July 1795

In the Honble the Mayors Court at Madraspatnam

Between Petty Tombos Naick of Madras Dubash Administrator of all and every the Goods chattles rights and Credits of Pancala Ramasawmy Naick late of Madras Dubash Deceasd Complainant and Francis Lind of the same place Esqr. Defendt.

The Affidavit of the said Petty Tombos Naick of Madras Dubash the above named Complainant.

This Deponent maketh Oath and saith that the above named Defendant Francis Lind Stands Justly and truely indebted unto this Deponent as Administrator as aforesaid in the full and Just Sum of Six Thousand One Hundred and Ninety Seven Pagodas Twenty Six Fanams and Fifty Four Cash for Money of the said Pancala Ramasawmy Naick by the said Pancala Ramasawmy Naick in his life time for the said Defendant at his Request laid out expended and paid and for Money lent and Advanced and also for Money by the said Defendant had and Received and also for the work and labour of the said Pancala Ramasawmy Naick by him in his life time done and Performed for the said Defendant The said Deponent further saith that the said Defendant hath lately threatened and given out that this Deponent doth verily believe that he will speedily leave the Jurisdiction of this Honble Court and go beyond Sea whereby this Deponent will either lose his said Debt due to him as Administrator as aforesaid or the same will be very much indangered and it will be difficult for this Deponent to recover the same. Sworn

Filed the 1st March 1791

The Plea of Francis Lind Defendant to the Bill of Complaint of Pilly Tambee Naick administrator to the Estate and Effects of Pancala Ramasawmy Naick Deceased Complainant.

The said Defendant by Protestation not Confessing or acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint to be true in such manner and form as the same are therein declared and set forth for Plea thereunto saith that heretofore and before the said Complainant exhibited his said Bill in this Honble Court against this Defendant to wit on the Eighteenth day of February in the present Year of our Lord One Thousand Seven hundred & Ninety one this Defendant then Complainant did Exhibit his Bill of Complaint into this Honble Court to which Bill of Complaint the now Complainant did appear but to which said Bill the now Complainant has not put in his Answer and the said Bill is still depending in this Honble Court and yet undetermined And this Defendant for further Plea saith that if the Complainant ever had any Cause of suit against him this Defendant he ought to have pleaded the same by way of set off for that by a Statute or act of Parliament made in the twenty Ninth Year of the reign of King George the Second entitled an Act for the Relief of Debtors with respect to the imprisonment of their Persons it is Amongst other things enacted "That where there are Mutual debts between the Plaintiff and Defendant or either

Executor or administrator where there are mutual debts between the Testator or Intestate and either party one debt may be set off against the other and such Matters may be given in Evidence at the general Issue or pleaded in Bar" as by the said act may appear and this Defendant doth therefore plead the said act of Parliament and prays the benefit thereof all which Matters and things this Defendant doth aver and plead in Bar to the said now Complainants said Bill and of the Complainants pretended demands and humbly prays the Judgment of this honble Court whether he shall be compelled to make any further or other answer thereunto and prays to be hence dismissed with his Costs and Charges in this behalf wrongfully sustained.

Sworn to in Court
this 1st March 1791
G. Taylor
Regr

Fr. Lind.

Stuart Hall
for Hamilton
Attys for Defendant

Filed the 1st March 1791

The Plea of Francis Lind Defendant to the Bill of Complaint of Petty Tamboo Naick administrator to the Estate and Effects of Pancala Ramasawmy Naick Deceased Complainant.

The said Defendant by Protestation not Confessing or acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint to be true in such manner and form as the same and therein declared and set forth for Plea thereunto saith that heretofore and before the said Complainant exhibited his said Bill in this Honble Court against this Defendant to wit on the Eighteenth day of February in the present Year of Our Lord One Thousand Seven hundred & Ninety one this Defendant then Complainant did Exhibit his Bill of Complaint into this Honble Court to which Bill of Complaint the now Complainant did appear but to which said Bill the now Complainant has not put in his Answer and the said Bill is still depending in this Honble Court and yet undetermined And this Defendant for further Plea saith that if the Complainant ever had any Cause of suit against him this Defendant he ought to have pleaded the same by way of set off for that by a Statute or act of Parliament made in the twenty Ninth Year of the reign of King George the Second entitled an Act for the Relief of Debtors with respect to the imprisonment of their Persons it is amongst other things enacted "That where there are Mutual debts between the Plaintiff and Defendant or if either

Executor or administrator where there are mutual debts between the Testator or Intestate and either party one debt may be set off against the other and such Matters may be given in Evidence at the general Issue or pleaded in Bar" as by the said act may appear and this Defendant doth therefore plead the said act of Parliament and prays the benefit thereof all which Matters and things this Defendant doth aver and plead in Bar to the said now Complainants said Bill and of the Complainants pretended demands and humbly prays the Judgment of this honble Court whether he shall be compelled to make any further or other answer thereunto and prays to be hence dismissed with his Cost and Charges in his behalf wrongfully sustained.

Fr. Lind

Sworn to in Court
this 1st March 1791.

D. Taylor
Regr

Stuart Hall
for Hamilton
Attys for Defendt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22nd. Day of March Anno Domini 1791.

Present

Josias Dupré Porcher Esquire Mayor

Andrew Ross & Benjamin Roebuck

Aldermen

Betty Tomboo Naick Administrator to the Estate and Effects of Pancala Ramasawmy Naick Deceased

Pltff

Francis Lind

The Defendent's Plea to the Complainant's Bill

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 Defendants Plea is good and Sufficient This Court doth therefore think fit to Order and doth Accordingly Order that the Complainant's Bill do stand dismissed with Costs.

Court of Appeals at Madraspatnam } Ff

Saturday the 24th day of December Anno Domini 1791

Between Betty Tombo Naick of Madras Dubash Administrator to the Estate and Effects of Pancala Ramah Sawmy Naick [illegible] Deceased Appellant and Francis Lind Esqr. in the Civil Service of the Honble the United Company of Merchants of England trading to the East Indies Respondent.

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides the Solicitors of the Respondent having Objected to the introduction of Mr. Alderman Ross Dissent to the Order of the Mayors Court a Copy of which was annexed to the Petition of Appeal and the Court having considered such Objection It is Ordered that the same be expunged upon hearing the Petition of Appeal and Answer and these several Exhibits of the Honble the Mayors Court together with the Order of the said Court given in this Cause on Tuesday the 22nd day of March Anno Domini 1791. Upon due Consideration had of the Matters therein Severally Contained and of the Readings and Agreements used by the Attornies on both sides This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Order of the Honble the Mayors Court dated the 22th day of March Anno Domini 1791 be reversed and that the Respondent do put in his Answer to the Appellants Bill of Complaint in the Honble the Mayors Court by the by the 24th January Next and also that the Respondent do pay all Costs in both Courts.

Chas. S. White Atty

Filed 21st Nov. 1789

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Barker of the Kingdom of Great Britain Knight and Baronet by his Attornies William Easton Charles Cockerell Philip De Lies and Henry Trail of Calcutta In the East Indies Esquires By their Attornies William Balfour John Spalding and Oliver Colt of Madras Esquires that James Call Esquire a Merchant In the Service of the Honble the United Company of Merchants Trading to the East Indies and of Madras Inhabitant Stands Justly and truely Indebted unto Your Orator In the Sum of Ninety Thousand five Hundred and Fifty One 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 Thirty Six Thousand Two Hundred and Twenty Pounds and Fifteen Shillings or thereabouts as will more fully and at large Appear by the Copies of a Bond an Account Current and a Letter of Attorney hereunto Annexed for the inspection of this Honble Court And which Your Orator prays may be Admitted as part of this His Bill of Complaint The Originals whereof remain Your Orators Attorneys Possession and ready to be produced to this Honble Court when Required And your Orator further Sheweth unto this Honble Court that He has frequently and in an amicable Manner Requested payment from the said James Call of the said Sum of Ninety Thousand five Hundred and Fifty one Star Pags and Forty two Fanams.

But now so it is May it please this

pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore pray a General Relief such as to this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore that the said James Call 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 herein again Repeated and particularly Interrogated that He may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety Thousand five Hundred and Fifty One Star Pagodas and Forty two Fanams with all such Interest as now is or shall hereafter may become due thereon And also all Costs of this Suit

May it please this Honble Court to Cause the said James Call to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and 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

Fort St George 21st November 1789

This Bill was shown to me in the Day of Adjournment the Summons issue returnable on Next Court Day

Wm Webb
Mayor

G Chalmer
Atty for Compt.

Filed 21st Nov. 1789

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Barker of the Kingdom of Great Britain Knight and Baronet by his Attornies William Easton Charles Cockerell Philip De Lies and Henry Trail of Calcutta in the East Indies Esquires By their Attornies William Balfour John Spalding and Oliver Colt of Madras Esquires that James Call Esquire a Merchant In the Service of the Honble the United Company of Merchants Trading to the East Indies and of Madras Inhabetant Stands Justly and truely Indebted unto Your Orator in the Just and Just Sum of Ninety Thousand five Hundred and Fifty One 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 Thirty Six Thousand Two Hundred and Twenty Pounds and Fifteen Shillings or thereabouts as will more fully and at large Appear by the Copies of a Bond an Account Current and a Letter of Attorney hereunto Annexed for the inspection of this Honble Court And which Your Orator prays may be Admitted as part of this His Bill of Complaint The Originals whereof are in Your Orators Attorneys Possession and ready to be produced to this Honble Court when Required And your Orator further Sheweth unto this Honble Court that He has frequently and in an amicable Manner Requested payment from the said James Call of the said Sum of Ninety Thousand five Hundred and Fifty one Star Pagodas and Forty two Fanams. —

But now so it is May it please this Honble Court to Cause the said James Call to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and 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.

Fort St George 21st November 1789.

This Bill was Shewn to me in the Day of Adjournment to a Summons issue returnable on Next Court Day —

Wm Webb
Mayor

G Gealmer
Atty for Compt.

pray the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore pray a General Retief such as to this Honble Court shall Appears Agreeable to Equity and Good Conscience — To the End therefore that the said James Call 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 herein again Repeated and particularly Interrogated that He may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety Thousand five Hundred and Fifty One Star Pagodas and Forty two Fanams with all such Interest as now is or shall hereafter may become due thereon and also all Costs of this Suit

Dr. James Call Esqr. In account Current with Sir Robert Barker Cr.

1781 Octr.	4th	To the Amount of Your Bond bearing date this day	50013	20	59	1789 Novr.	12th	By Balance Due	900551	42
1789 Novr.	12th	To Interest on Ditto to this Day is 8 y. 1 m. & 8 d. at 10 per Cent pr annum	40538	21	21					
		Pagodas	900551	42				Pagodas	900551	42

Fort St. George this 12th Novr. 1789 –
Errors Excepted
pr Balfour Spolding & Co.
attorniesto
Paxton Cockrell De Lisle & Co.
attorniesto
Sir Robert Barker

True Copy

A true Copy
G. Chalmer
Atty for Compl.t

Know all Men by these Presents that I James Call of Fort Saint George Merchant am held and firmly bound unto Sir Robert Barker Kt. residing in London in Kingdom of Great Britain in the Penal Sum of One Hundred Thousand and Twenty Six Star or Current Pagodas forty one fanams and Thirty Eight Cash to the payment whereof will and truly to be made to the said Sr. Robert Barker His Heirs executors, administrators, or Assigns, I do hereby bind myself my heirs, executors and Administrators firmley by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Fort Saint George this Forth (4) day of October in the Year One Thousand Seven Hundred and Eighty One –

Whereas the above bound James Call hath borrowed and Received of the above Named Sir Robert Barker the full and just Sum of Fifty Thousand and thirteen Star Pagodas Twenty fanams and fifty

Annum payable in One Year from the date hereof and for the further of the said Sir R. Barker, I do engage (as soon as possible after the 21st. Novr. next) to assign over a Nabobs English Bond for the Sum of seventy five Thousand Star Pagodas or thereabut with full power for him or his attorney or attornies to receive all dividends or dividend that may be made thereon till the Amount hereof is fully discharged –

Now the Condition of this Obligation is such, that if the above bound Jame Call his heirs, executors, administrators, or assigns, shall well and truly pay or Cause to be paid unto Sir Robert, Barker, His heirs, executors, Administrators, or Assigns the full and just Sum of Fifty Thousand and thirteen Star Pagodas twenty fanams and fifty Nine Cash together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect Otherwise Continue in full Force and Virtue –

(Signed) Jas. Call L.S.

Signed Sealed and Delivered where no Stamp'd Paper is to be had in the presence of .....
(Signed) Chas. Cooper
(Signed) Jo. Harington

True Copy –
G. Chalmer
Atty for Compl.t

Kow all Men by these presents that Wheras Sir Robert Barker of Busbridge in the Country of Surrey Hight and Baronet did in and by his Certain letter or Power of Attorney bearing date the Seventh day of July which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight Make Ordain Constitute and Appoint William Paxton of Calcutta in the East Indies Esquire Charles Cockerell of the same place

Esquire Philip DeLisle of the same place Esquire and Henry Trail of the same place Esquire jointly or either of them severally his true and Lawful Attornies and Attorney for him and his Name place and Stead and for his use to ask demand sue for Recover and Receive of and from all Bonds policies or Corporals and all and every person and persons whomsoever in Calcutta Madrass and all other provinces or places in the East Indies where it did or might Concern Allowry or any sum or Sums of Money Goods Wares Dues Debts Claims or Demands of what nature Kind or Species soever or by what ways or means soever due owing coming or belonging to him the said Sir Robert Barker and to adjust and Settle all or any account or Accounts then depending or which should or might be Depending from time to time between him the said Sir Robert Barker and any other person or persons, and if the Case should require to Compound Submit to arbitration and agree the same And also on Refusal or Neglect of payment or Satisfaction so for for the same or any part thereof to use take and prosecute Allowry or any lawful ways and Means in all or any the places aforesaid for the recovering receiving and getting in the same or any part thereof and on also on Receipt or Satisfaction so for for the same or any part thereof to give Sign Seal and Execute all or any such Releases Receipts Acquittance or discharges as should or might be necessary or

personally present and in general to Act do and perform all such acts matters and things as should or might be Necessary or Reasonable to be done in or about the premisses in order to put in Execution the authority thereby or therein given or Meant and intended so to be as fully and effectually to all intents and purposes as he himself could or might do if personally present and did further authorize and impower his said attornies to make Substitut or appoint one or more Attornies or Attorney and the same at pleasure to Revoke and again to Appoint any other Attorney or Attornies in his or their place and Stead, and that whatsoever the said William Baxton Charles Cockerell Philip DeLisle and Henry Trail should lawfully or Reasonably do or Cause to be done in or about the premisses or any part thereof by Virtue of the power thereby given He did thereby Ratify and Confirm Now Know ye that we the said William Baxton Charles Cockerell and Henry Trail by virtue of the power and Authority so given and granted to us as aforesaid by the said Sir Robert Barker Have made Ordained Constitute and Appoint William Balfour John Spalding and Oliver Colt of Madrass Esqrs jointly and severally to be the true and lawful Attorney and Attornies of the said Sir Robert Barker, to enter upon to do and to perform all and Singular the Acts Matters and things mentioned or ensued and declared in and by the said letter or power of Attorney so given and granted as aforesaid and herein Recited, and to do all other matters and things as shall or may be Necessary or Reasonable to be done in and about the premisses as fully and effectually to all intents and purposes as we Ourselves could or might do in or by Virtue of the said herein before Recited power of Attorney to given and granted

allowing and Confirming all and whatsoever the said William Balfour John Spalding and Oliver Colt shall in the Name of the said Sir Robert Barker lawfully do or Cause to be done in and about the premisses by Virtue of these presents In witness whereof we have hereunto Set our hands and Seals this Seventh day of March in the Year of our Lord One Thousand Seven Hundred and Eighty Nine —

Signed Sealed and Delivered where no Stamps are to be had in the presence of . . . . . .

(Signed) Alex.r Bannerman
(Signed) Rowland Scott

(Signed) Will.m Paxton by the hands of C. Cockerell. (L.S.)
(Signed) Cha.s Cockerell . . . . (L.S.)
(Signed) Henry Trail . . . . (L.S.)

True Copy —

G. Chalmer
Atty for Compt.

Filed 23.rd Feb.y 1790

The Answer of James Call of Fort Saint George Esquire Defendant to the Bill of Complaint of Robert Barker of the Kingdom of Great Britain Knight and Baronet, by his attornies William Paxton Charles Cockerell Philip De Lisle and Henry Trail of Calcutta in the East Indies Esquires by there attornies William Balfour John Spalding and Oliver Coult of madras Esquires Complainant —

This Defendant for Answer to the Bill of Complaint of the Complainant or unto so much thereof as he ought to make Answer unto — saith that he and James Taylor and George Savage late deceased together

name of the Concern which said Concern is at present indebted unto divers and sundry Persons in very considerable Sums of Money which it is not in the Power of the said Concern to liquidate at present nor can they even venture to fix a Period when such Liquidation will take Place because as the said Concern hath Claims on his Highness Waw Law Jaw &c.a Nabob of the Carnatic to the Amount of Several Lacks of Pagodas the Payment whereof altho now in a Train of Settlement under the Sanction of an Act of Parliament must depend on the Continuance of Peace in the Carnatic the Competency of the said Concern to settle with their numerous Creditors must in like Manner depend on the same Event And this Defendant saith that as the Interest of Twelve per Cent at which the Debts of His said Highness the Nabob formerly run is reduced to Six per Cent on all such as are included in that Species of Debt commonly known and distinguished by the Name of the New consolidated Debt and as a considerable Portion of the Claims of the said Concern on his said Highness the Nabob is of that Description while many of the Debts due by the said Concern are at an Interest of Twelve Per cent this Defendant cannot nor can the said Concern from any accurate State of the ultimate Situation of such Concern and it is therefore out of this Defendants Power to give to the Complainant any precise Satisfaction respecting the same and he therefore cannot ascertain the Time when he shall be able to discharge any private Claims on him individualy except as far as he may be able so to do from his own individual Funds This Defendant further saith that the said Concern do conceive themselves bound by Law to pay off all the Debts of the Concern from such Funds as are for that Purpose in their Custody Pos

Liquidation of the Debts of the individual Members of the said
Concern and that when the Debts of the said Concern shall have
been fully discharged then and not before the Partners thereof
have individually a Right each to his seperate Share of the Sur-
plus Fund and may individually apply the same to the Payment
of their seperate and individual Debts or in such other Manner as
to them individually shall seem meet. This Defendant saith
that as the Arrangement above made for the Reduction of Interest
on the new Consolidated Debt was so made under and by Virtue
of an Act of Parliament of his present Majesty and done on
Principles of fair Justice to his said Highness Waw Law Jaw
Nabob of the Carnatic and his several Creditors and in such a
manner as was consistent with his Highness's Finances and
Resources after the heavy Expences he had incurred by a long and
calamitous War in the Heart of his Country so his Creditors who
are Sufferers by such Reduced Interest had a Claim of similar
Indulgence from their Creditors at large by moderating the
Rigor of the Law and giving time till by Restablishment
of the public Resources of His Highness the Nabob he shall have
discharged his Debts and the said Concern as well as his Creditors
at large be thereby inabled to discharge their several Obligations
And this Defendant saith that the said Concern hath a greater
Right to the Moderation and Indulgence of their respective
Creditors than any other Creditors of his said Highness the Nabob
by Reason of the assistance given by the said Concern towards
the Relief of his said Highness in his political Exigencies This
Defendant therefore humbly submitteth to the Consideration of
this Honble Court whether the Complainant should receive any

as he shall prove to have upon this Defendant and this Defendant
further hopes that this Honble Court will postpone any further
Proceedings in this Cause to such future Time as may enable this
Defendant to discharge all his individual as well as Partnership
Debts the Period of which Indulgence he submitteth to the Court
and he is the more encouraged in his Hope of obtaining Attention from
this Honble Court to the peculiar Circumstances of his Situation
because the Lord Chancellor of Great Britain has set an Example
of the like Clemency and in similar Grounds during the general
Distresses of the late War by postponing the Foreclosure of the
Equity of Redemption in mortgaged Estate while the war raged
and the Price of the Lands was much below their real and in-
trinsic Value which Case this Defendant submits is not so forcible
as this Defendant whose Distresses in part originated from the
liberal Attention jointly with his other Partners in the said
Concern to the public and general Weal.

All which Matters and Things this Defendant is ready
to aver and prove as this Honble Court shall direct and humbly prays
to be relieved as above stated from the Wrongs and Charges in this Behalf
most wrongfully intended.

Jas. Call

Popham
Atty for Defendant

Fort St. George
23d. February 1790
Sworn to before me
Wm. Webb
Mayr

Filed 16th March 1790

The Replication of Sir Robert Barker of the Kingdom of Great Britain Knight and Baronet by his Attornies William Paxton, Charles Cockerel, Philip De Lisle and Henry Trail, of Calcutta In the East Indies Esquires by there attorneis William Balfour, John Spalding, and Oliver Colt of Madras Esqrs Complainants To the Answer of James Call of Fort Saint George Esquire Defendant —

This Repliant by his said Attornies Now and at all times hereafter Saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the Many Untruths Errors Incertainties Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto, this Repliant says that this Bill of Complaint and Account Current thereunto annexed and all and Singular the Matters and things therein Contained are good true Certain and Sufficient in the law to be Answer unto in such Manner and form as the same are therein and thereby Set forth and Alledged and that the Answer of the said Defendant is very untrue Evasive and Insufficient in the Law to be by this Repliant replied unto for divers Manifest Imperfections and Incertainties therein Contained the benefit of Exception Whereunto being Now and at all times Saved to this Repliant and for further Replication to the Defendants said Answer this Repliant by his said Attornies saith that the Defendant Stands justly and truly indebted to him in the full and just Sum of Ninety Thousand five hundred and fifty One Star Pagodas and forty two fanams Current Money of Madras as Stated in the

Which Sum the Defendant doth in and by his Answer thereto in no wise deny but endeavours to render complex and intricate a Clear case by the most labored Sophistical Arguments for instead of comfessing or denying the debt he evades the question and pleads inability to discharge the Amount brought against him by this Repliant, And to that end enters into the most Vague and extramous Reasoning, totally inconnected with the Subject matter, This Repliant by his said Attornies says it is nothing to the matter Now in agitation before this Honble Court, whether the Defendant is or is not ingaged with James Taylor or any other Gentlemen in certain Money Transactions or dealings under the Name of a Joint or other Concer or whither such Concern, is, or is not indebted unto divers and Sundry persons in very Considerable Sums of money but the question whither the Defendant does or does not Stand justly and truely indebted to this Repliant in the said Sum of Ninety Thousand five hundred and fifty one Star Pagodas and forty two fanams as charged in this Repliants said Bill of Complaint, and which the Defendant in his Answer thereto, not having denied such Answer must be taken and Understood agreeable to equity and the practise in like cases, as a full and Sufficient confession This Repliant is some what surprised that the Defendant if he ever intended or expected his Answer could have any weight with this Honble Court, should only offer a train of doubts and a field of uncertainty for it to Judge and determine on for although he has attempted to avoid a Confession of the said Debt, due from him to this Repliant Yet he does deny, it, and at other Times when under the Conviction that it must evidently appear to this Honble Court as justly due he pleads his inability to pay and discharge it and then without Specifying any particular period when He might be able so to do he says the said Concern Owes such large Sums of People that it is not in their power to liquidate

it at present, nor can they venture to fix a Time when such liquidation might take place; and that all their hopes of ever having such power must depend upon peace which this Repliant says is a very Strange and irregular mode of proceeding in a Court of Judicature and Can only be Considered in its true view as pursued for the purpose of prosecution, This Repliant Says that the Rate of Interest which the Nabobs Bonds now bear is not at all Connected with or has any relation to the quantum of Interest allowed on the Bond executed by the Defendant in favor of this Repliant and on which he grounds his present action, the Business at the Durbar and that transacted between individuals will not bear comparison they are, of very different complexions, and of totally opposite discription This Repliant in Answer denies that the debt was contracted and for which the Defendant did execute the Bond upon which this action has been brought Prays leave by his said Attornies to set forth to this Honble Court that from an intimacy which has long Subsisted between this Repliant and the Defendants Family, and from a Confidence which She had placed in him the Defendant, She was induced to appoint him Her agent or Attorney in this Country with full and sufficient Powers to Recover and Collect Certain Sums of money due to this Repliant in the Carnatic. That in Consequence thereof the said Defendant Came at different times into the possession of very Considerable Sums of money which Instead of Remitting to this Repliant in Conformity to the Instructions given him on that behalf, He Retained the whole in his possession and in Satisfaction thereof this Repliant was at last Obliged to accept of

Repliant by his said Attornies saith it will appear evident to this Honble Court by a Reference to the date of the said Bond that the Defendant has experienced much indulgence in Regard to the discharge thereof, and thereupon this Repliant cannot help Considering the extraordinary defence which he has attempted to shape, as an ungrateful Return for his forbearance

And this Repliant by his said Attornies saith that it is immaterial to him what debt the said Concern Conceive to be incumbent on them first to discharge Because this Repliant Never was in any Manner Connected with them And if their Speculative projects have been blighted By the Operation of an act of Parliament This Repliant sees no Reason why he should Suffer thereby Consequently He expects the Interest Secured to him by the said Bond of the Defendt and by him Executed in this Repliants favor, as the act of Parliament which Provides for the Payment of his Highness the Nabobs debts Cannot affect the Debt of Individuals in no wise Concerned therein and therefore this Repliant humbly Insists that introducing the mention of such an act of Parliament and the attempt of rendering the power thereof, Contrary to its true intent, Subservient to the purpose of the Defendant are altogether irregular and improper as to the instance produced Respecting the decision of the Lord Chancellor of Great Britain in Postponing the foreclosure of the equity of Redemption of a Mortgage of greater force and Virtue, or can it be Construed as applicable to the present Matter before this Honble Court This Repliant begs leave to observe thereon that the foreclosure of the equity of Redemption of a Mortgage Estate might injury numbers and Ruin many, but Judgment upon a Common Bond can only affect the Obligor, and give that

to his said Highness Wan Law Jaw and his Several Creditors and in such a manner as was consistent with the Situation of his Highness's Finances and Resources after the heavy Expence he had incurred by a long and Calamitous War in the heart of his Country so that his Creditors who are Sufferers by such reduced Interest have a Claim to similar Indulgence from their Creditors at large by moderating the Rigor of the Law and giving Time till a Restablishment of the public Resources of his Highness the Nabob shall have enabled him to discharge his Debts and therefore enable this Defendant and the said Concern to discharge their several Obligations to their respective Creditors — And this Defendant doth humbly insist that his Situation hath a Claim to the benign Consideration of this Honble Court for a Reduction of Interest on the very Principal which has and the Legislature of Great Britain to moderate the Interest as aforesaid to the Debt due by his said Highness the Nabob. This Defendant lastly Saith that even in the Supposition that this Defendants Debt to the Complainants originated in manner as stated in the Replication this Defendant hath done no otherwise with the Replicants Money than he hath done with his own for this will know that the Amount charged by the Replicant to be due therein by this Defendant bears very small Proportion to the Claims which this Defendant hath upon his said Highness the Nabob of the Carnatic

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 —

Bapham

Filed in Court
26. Oct. 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators William Devaynes and Samuel Peppys Cockerill of the County of Middlesex in the Kingdom of Great Britain acting Executors of Sir Robert Barker Knight and Baronet Deceased, by their Attornies Charles Cockerill and Henry Trail of Calcutta in the Kingdom of Bengal, by their Attornies William Balfour, John Spalding, and Oliver Court of Madras Esquires duly and Regularly appointed under and by Virtue of legal and authentic powers Copies whereof are hereunto Annexed, And to which Your Orators humbly pray a reference may be had. That Thomas the said Sir Robert Barker in his life time on or about the Twenty first day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine Died Intestate and by the Means of the Attornies William Baxton Charles Cockerill Philipe De Lisle and Henry Trail of Calcutta aforesaid by their Attornies William Balfour John Spalding and Oliver Court of Madras File and Exhibit a Bill of Complaint in this Honble Court Against James Call Esquire of Fort Saint George as Senior Merchant in the Service of the Honble United English East India Company Setting forth that he the said James Call stood Justly and truly indebted unto the said Sir Robert Barker in the Sum of Ninety Thousand five Hundred and fifty One 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 Thirty six Thousand Five hundred and Twenty Pounds and fifteen Shillings or thereabout

to his said Highness Wow Law Law and his Several Creditors and in such a manner as was consistent with the Situation of his Highness's Finances and Resources after the heavy Expense he had incurred by a long and Calamitous War in the heart of his Country so that his Creditors who are Sufferers by such reduced Interest have a Claim to similar Indulgence from their Creditors at large by moderating the Rigor of the Law and giving Time till a Restablishment of the public Resources of his Highness the Nabob shall have enabled him to discharge his Debts and therefore enable this Defendant and the said Concern to discharge their several Obligations to their respective Creditors — And this Defendant doth humbly insist that his Situation hath a Claim to the benign Consideration of this Honble Court for a Reduction of Interest on the very Principal which has induced the Legislature of Great Britain to moderate the Interest as aforesaid to the Debt due by his said Highness the Nabob. This Defendant lastly Saith that even in the Supposition that this Defendants Debt to the Complainant originated in manner as stated in the Replication this Defendant hath done no otherwise with the Replicants Money than he hath done with his own for this will know that the Amount charged by the Replicant to be due to him by this Defendant bears very small Proportion to the Claims which this Defendants hath upon his said Highness the Nabob of the Carnatic

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 —

Popham

Filed in Court
26. Oct. 1790

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators William Dwayne and Samuel Peppys Cockerill of the County of Middlesex in the Kingdom of Great Britain acting Executors of Sir Robert Barker Knight and Baronet Deceased, by their Attornies Charles Cockerill and Henry Trail of Calcutta in the Kingdom of Bengal, by their Attornies William Balfour, John Spalding, and Oliver Court of Madras Esquires duly and Regularly appointed under and by Virtue of Legal and Authentic powers Copies whereof are hereunto Annexed, And to which Your Orators humbly pray a reference may be had. That Whereas the said Sir Robert Barker in his life time on or about the Twenty first day of November which was in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine Dix through and by the Means of the Attornies William Paxton Charles Cockerill Philipe De Lisle and Henry Trail of Calcutta aforesaid by their Attornies William Balfour John Spalding and Oliver Court of Madras Sole and Exhibit a Bill of Complaint in this Honble Court Against James Call Esquire of Fort Saint George a Senior Merchant in the Service of the Honble United English East India Company Setting forth that he the said James Call Stood Justly and truly indebted unto the said Sir Robert Barker in the Sum of Ninety Thousand five Hundred and fifty One 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 thirty six Thousand Five hundred and Twenty Pounds and fifteen Shillings or thereabout

is to the said Bill of Complaint Annexed together with an Acct. Current and therein and thereby referred to. To which said Bill the said Defendant (being Served with process) appeared and answered to which the said Sir Robert Barker by his said attornies Replied and the said Defendant having Rejoined Issue did Join, agreeably to the practice of this Honble Court and Rules passed for the Examination of Witnesses as by the said Bill, answer, Replication and Rejoinder now of Record in this Honble Court, Relation being thereunto had doth and will more fully and at large appear.

But now so it is May it please this Honble Court that before any further proceedings were had in the said Cause, the said Sir Robert Barker the Complainant died by reason whereof the said Cause and proceedings therein became and are abated, And Your Orators further Shew unto this Honble Court that the said Sir Robert Barker did in his life time Make his last Will and Testament, bearing date the Twenty Second day of January which was in the Year of our Lord One Thousand Seven hundred and Eighty Eight and did thereof Constitute and appoint William Dwaynes Samuel Papys Cockerel John Cockerel and George Briston Esquires his Executors, And Your Orators by their said Attornies further Shew that as two of the Executors of the said Will they duly proved the same and Obtained Probate thereto in the prerogative Court of Canterbury with power reserved to the said John Cockerell and George Brist[illegible]

thereof in the possession of your Orators ready to be produced if required, relation being thereunto had will more fully and at large appear. And your Orators by their said Attornies humbly Shew that as Acting Executors of the said Sir Robert Barker, they are as much intitled to have benefit and Relief against the said James Call, as the said Sir Robert Barker Might or Could have had if he was Still alive. To the End therefore that the said Suit and all Orders and proceedings therein may Stand and be Revived against the said James Call and that they may be put in like State and Condition as the same were in at the time they so became abated.

May it please this Honble Court the premisses Considered to grant unto Your Orators by their said Attornies as Executors aforesaid a Summons to revive under the Seal of this Honble Court Directed to the said James Call Requiring and Commanding him 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 Cause if he can whey the said Suit and Proceedings therein so abated as aforesaid Should not stand and be Revived and put into the same state and Condition as the same were in at the time of the abatement thereof and further to answer all and Singular the Premisses aforesaid and also to stand and abide by such Order and Decree therein as to this Honble Court Shall seem Meet.

Fort Saint George
Oct. [illegible] 90.

G. Chalmer
Atty for Complt.

On the Twentieth day of September in the Year of Our Lord One thousand Seven hundred and Ninety Thomas Lloyd of the Town of Calcutta at Fort William in Bengal Personally appeared before me Charles Harding Esquire Notary Publick dwelling and practising at Fort William in Bengal aforesaid by lawful Authority duly admitted and Produced the Original Power of Attorney Affidavit of the due Execution thereof and also a Certificate under the Seal of William Pickett Esquire Lord Mayor of the City London Certifying the due Execution of of the said Power of Attorney and of the said Affidavit having been duly Sworn before him a true Copy of such power of Atty Affidavit and Certificate are hereunto Annexed truly written He the said Thomas Lloyd requesting such Copies thereof be Certified that the same may be Capable of good proof in Case any Accident should befal the Original

In Faith and Testimony whereof I the said Notary at the Request aforesaid have hereunto Set my Hand and Seal of Office the Day and Year first above Written

Chas Harding
Notary Public

To all to whom these Presents shall come William Pickett Esquire Mayor of the City of London Do hereby Certify that on the Day of the Date hereof personally came and appeared before me Robert Rumball the Deponent Named in the Affidavit hereunto Annexed being a person well known and Worthy of good Credit and by Solemn Oath which the said Defendant then took before me upon the holy Evangelists of Almighty God did solemnly and sincerely declare testify and depose to be true the several matters and things Mentioned and Contained in the said Annexed Affidavit

In Faith and Testimony whereof I the said Lord Mayor have Caused the the Seal of the Office of Mayoralty of the said City of London to be hereunto put and affixed and the Paper Writing or Letter of Attorney Mentioned and referred to in and by the said Affidavit to be hereunto also annexed Dated in London the fourth Day of December in the Year of our Lord One Thousand Seven hundred and Eighty Nine

Nash

On the Twentieth day of September in the Year of our Lord One thousand Seven hundred and Ninety Thomas Lloyd of the Town of Calcutta at Fort William in Bengal Personally appeared before me Charles Harding Esquire Notary Publick dwelling and practising at Fort William in Bengal aforesaid by lawful authority duly admitted and Produced the Original Power of Attorney Affidavit of the due Execution thereof and also a Certificate under the Seal of William Pickett Esquire Lord Mayor of the City London Certifying the due Execution of the said Power of Attorney and of the said Affidavit having been duly Sworn before him a true Copy of such power of Atty Affidavit and Certificate are hereunto Annexed truly written He the said Thomas Lloyd requesting such Copies thereof be sealed that the same may be Capable of good proof in Case any accident should befal the Original

In Faith and Testimony whereof I the said Notary at the Request aforesaid have hereunto Set my Hand and Seal of Office the Day and Year first above Written

Chas Harding
Notary Public

Robert

To all to whom these Presents shall come William Pickett Esquire Mayor of the City of London Do hereby Certify that on the Day of the Date hereof personally came and appeared before me Robert Rumball the Deponent Named in the Affidavit hereunto Annexed being a person well known and Worthy of good Credit and by Solemn Oath which the said Defendant then took before me upon the holy Evangelists of Almighty God did Solemnly and Sincerly declare testifie and depose to be true the several matters and things Mentioned and Contained in the said Annexed Affidavit

In Faith and Testimony whereof I the said Lord Mayor have Caused the the Seal of the Office of Mayoralty of the said City of London to be hereunto put and affixed and the Paper Writing or Letter of Attorney Mentioned and Referred to in and by the said Affidavit to be hereunto also annexed Dated in London the fourth Day of December in the Year of our Lord One thousand Seven hundred and Eighty Nine

Nash

part thereof and

Robert Rumball of Threadneedle Street London Gentleman Maketh Oath and Saith That he was present and did see William Devaynes of Dover Street in the County of Middlesex and Samuel Pepys Cockerill of Saville Row in the County of Middlesex Esquires Named in the proper Writing or Letter of attorney bearing date the twenty Eight day of November last and hereunto annexed sign Seal and as their and each of their Several and respective Act and deed deliver the said paper Writing or Letter of attorney and that the Names W. Devaynes and S. P. Cockerill were thereunto Set and Subscribed in the Presence of this Deponent and this Deponent further saith that the Name Robert Rumball (with the description annexed as under Written) set and Subscribed to the Attestation of the said Letter of attorney as the Parties witnessing the Execution of the same is of the proper hand Writing of this Deponent

Sworn at Guildhall Large
this fourth day of December 1789

Before me

Wm Birkett
Mayor

Robert Rumball

Know all Men by these Presents that we William Devaynes of Dover Street in the County of Middlesex and Samuel Pepys Cockerill of Saville Row in the County of Middlesex Esquires the acting Executors of Sir Robert Barker of Bostridge in the County of Surry Knight and Baronet deceased Have made Ordained Constituted and Appointed and by these presents Do make Ordain Constitute and Appoint William Paxton of Calcutta in the East Indies Esquier Charles Cockerell of the same place Esquire Philip De Lisle of the same place Esquire and Henry Trail of the same place Esquire jointly or either of them severally our true and Lawful attornies and attorney for us and in our Names places and Steads as Executors as aforesaid for our use to ask demand sue for Recover and Receive of and from all and every Bodies Politic or Corporate and all and every person and persons whomsoever in Calcutta Madrass and all or any provinces or other places in the East Indies whom it doth or may Concern all or any Sum or Sums of Money Goods Wares, Dues, Debts, Claims or Demands of what Nature Kind or Species soever or by what ways or means soever due Owing Coming or belonging to us as Executors of the said Sir Robert Barker and to adjust and Settle all or any Account or Accounts Now depending or which shall or may be depending from time to time between us as Executors aforesaid and any other person or persons whomsoever Bodies Politic or Corporate what soever and if the Case shall so Require to Compound Submit to Arbitration or Agree the same and on refusal or Neglect of payment or Satisfaction of or for the same or any part thereof to use take and prosecute all and every or any lawful ways and Means in all or any the places aforesaid for the Recovering Receiving and getting in the same or any part thereof and one

give sign Seal and Execute all or any such Releases Receipts acquit-
-tances or discharges as shall or may be Necessary or Requisite or
as the said William Davaynes and Samuel Pepys Cockerell as
Executors of the said Sir Robert Barker might or Could do if
personally present And in General to act do and perform all
such Acts Matters and things as shall or may be Necessary
or Reasonable to be done in or about the Premises in Order to put in
Execution the Authority hereby given or meant and intended so
to be as fully and Effectually to all intents and purposes as we
ourselves as Executors of the said Sir Robert Barker could or
might do if personally present and one or more Attorney or
Attornies under them our said Attornies hereby Constituted or
either of them as Occasion may Require to make and Substi-
-tute and the same at pleasure to Revoke and again to appoint
any Other Attorney or Attornies in his or their place and Stead
as such Occasion shall also Require so as no such Attorney or
Attornies thereby Constituted shall by writing under his hand and
Seal forbid him or them so to do and whatsoever our said Attornies
hereby Constituted jointly or either of them or any Attorney or
Attornies is to be appointed as aforesaid Subject as aforesaid
shall lawfully or Reasonable door Cause to be done in or about the pre-
-mises or any part thereof by virtue of these presents we as Executors aforesaid
do hereby Ratify and Confirm In Witness whereof we the said William
Devaynes and Samuel Pepys Cockerell have hereunto set our hands and Seals
this twenty eight day of November in the Year of Our Lord One Thousand Seven
hundred and Eighty Nine

W Devaynes .. LS

S P Cockerell .. LS

Sealed and Delivered (being first duly Stampt) in the presence of
Robert Rumball
Clerk to Winter bottom and Rayleyn Threadneedle Street
London

True Copy

To all to whom these presents shall come, I John Hyde
Esquire one of his Majesty's Justices of the Supreme Court of Judi-
-cature Fort William in Bengal, Do hereby Certify that on the day
of the date hereof personally came and appeared before me the said
John Hyde, Thomas Lloyd of Calcutta Gentleman the Deponent
named in the affidavit hereunto Annexed, being a person well
known and worthy of Good Credit and by Solemn Oath which
he then and there took upon the holy Evangelists of Almighty
God did Solemnly and Sincerely declare, testify, and depose to
be true the several Matters and things Mentioned and Con-
-tained in his said affidavit.

In Faith and Testimony where-
-of I the said John Hyde have Caused
the Seal of the said Supreme Court of
Judicature at Fort William in Bengal
to be hereunto put and affixed and the
Power of Attorney Mentioned and Re-
-fered to in and by the said affidavit
of the said Thomas Lloyd together
with the said affidavit to be here-
-unto Annexed. Dated at Fort
William aforesaid this Twenty Se-
-venth Day of September in the
Year of Our Lord One Thousand
seven hundred and Ninety

L.S

J. Hyde

Thomas Lloyd of the Town of Calcutta of Fort William in Bengal Gentleman Maketh Oath and Saith that he was present and did see Charles Cockerell and Henry Trail of the same place Esquires duly sign Seal and as their Act and Deed deliver the Deed, poll or power of Attorney hereunto annexed and this Deponent further saith that the Name or Signature Thomas Lloyd set and Subscribed as Witness to the said Deed, poll or power of Attorney is of the proper Hand writing of the Deponent

Sworn this 27th day of Septr 1790 — — }

Before me

J. Hyde

Thos Lloyd

To all to whom these Presents shall come Charles Cockerell and Henry Trail both of the Town of Calcutta in the Provence of Bengal Esquires send greeting Whereas by a Certain Power of Attorney bearing date on or about the twenty eight day of November in the Year of our Lord One Thousand seven hundred and Eighty Nine William Dwaynes of Dover Street in the County of Middlesex and Samuel Pepys Cockerell of Saville Row in the said County of Middlesex Esquire further described to be the acting Executors

and Baronet then deceased did make Ordain Constitute and appoint William Paxton of Calcutta aforesaid Esquire the said Chales Cockerell Philep D'Lisle of the last mentioned Place Esquire and the said Henry Trail jointly or either of them Severally their true and Lawful attornies to transact and do all and every the Business Matters and Concerns of them the said William Dwaynes and Samuel Pepys Cockerell as Executors of the said Sir Robert Barker in Calcutta Madras and in all or any Provinces or Other Places in the East Indies in which said Power of attorney is Contained (amongst Other Powers and Authorities therein expessed) a Power enabling them the said William Paxton Charles Cockerell Philip D'Lisle and Henry Trail any or either of them One or more Attorney or Attornies under them the said attornies thereby Constituted or either of them as Occasion Might require to make and Substitute as by the said recited Power of Attorney reference being thereunto had will morefully appear And Whereas at the Time of the Death of the said Sir Robert Barker a Suit in Equity in the Mayor's Court at Madras was depending between him the said Sir Robert Barker and a Mr James Call and which suit by such Death of the said Sir Robert Barker became abated And whereas we the said Charles Cockerell and Henry Trail are the only acting Attornies in India under the said Power of Attorney the said William Paxton being in England and the said Philip De Lisle having lately departed this life and it being expedient to revive the said Suit in Equity and Necessary for that Purpose to Constitute some Persons at Madrass as Attornies to and for the said William Dwaynes and Samuel Pepys Cockerell in the Place and Stead of us the said Chares

Balfour Esquire John Spalding and Oliver Colt of Madras Esquires jointly and Severally our Attornies or Attorney for that Purpose by virtue of the Power enabling us thereto Contained in the said herein before Recited Power of Attorney Now therefore know Ye that for the Considerations aforesaid We the said Charles Cockerell and Henry Trail have (in Pursuence of the Power for that Purpose Contained in the said herein before Recited Power of Attorney) made Ordained Nominated Constituted and appointed and by these Presents do make ordain nominate Constitute and appoint the aforesaid William Balfour John Spalding and Oliver Colt or either of them jointly and Severally our and each of our true and Lawfull Attornies or Attorney for us and in our Names or in the Name of either of us or in the Names of the said William Dewaynes and Samuel Pepys Cockerell as Executors as aforesaid and to and for the Use and Benifit of the said William Dewaynes and Samuel Pepys Cockerell as Executors as aforesaid to renew revive carry on and prosecute the said Suit in Equity in the mayors Court at Madrass against the said James Call or any Other Person or Persons whom soever And to do execute transact and perform all and every Thing and Things Act and Acts Writing and Writings and other Matters as shall be thought proper and Requisite by our said Attornies or either of them for prosecuting Carring on and finally determining the said Suit in Equity against the said James Call as fully and effectually to all intents and Purposes as we the said Charles Cockerell and Henry Trail or either of us may or can might or Could do under [illegible]

present and did the same in our own proper Person or Person hereby ratifying and Confirming and agreeing to ratify and Confirm all and what soever our said Attornies or either of them shall do or Cause to be done in the Premises by Virtue of these Present In Witness whereof the said Charles Cockerell and Henry Trail have hereunto set there hands and Seals this twenty fifth day of September in the Year of our Lord on Thousand Seven hundred and Ninety

C. Cockerell (LS)

Henry Trail (LS)

Duly Sealed and delivered at Calcutta in Bengal in the Presence of

Thos. Lloyd

True Copy

G. Chalmer

Atty for Compl.t

Know all men by these presents that Whereas Sir Robert Barker of Busbridge in the County of Surrey Knight and Baronet did in and by his certain letter or power of Attorney bearing date the seventh day of July which was in the Year of Our Lord One Thousand seven hundred and Eighty Eight make ordain constitute and appoint William Paxton of Calcutta in the East Indies Charles Cockerell of the same place Esquire Philip De Lesle of the same place Esquire and Henry Trail of the same place Esquire jointly or either of them severally his true and lawful Attornies and Attorney for him and in his names place and stead and for his use to ask demand sue for recover and receive of and from all Bodies politee or Corporal and all every person and persons whom soever in Calcutta Madrass and all other provinces

Balfour Esquire John Spalding and Oliver Colt of Madras Esquires jointly and Severally our Attornies or Attorney for that Purpose by virtue of the Power inabling us thereto Contained in the said herein before Recited Power of Attorney Now therefore know Ye that for the Considerations aforesaid We the said Charles Cockerell and Henry Trail have (in Purouence of the Power for that Purpose Contained in the said herein before Recited Power of Attorney) made Ordained Nominated Constituted and appointed and by these Presents do make ordain nominate Constitute and appoint the aforesaid William Balfour John Spalding and Oliver Colt or either of them jointly and Severally our and each of our true and Lawfull Attornies or Attorney for us and in our Names or in the Name of either of us or in the Names of the said William Devaynes and Samuel Pepys Cockerell as Executors as aforesaid and to and for the Use and Benifit of the said William Devaynes and Samuel Pepys Cockerell as Executors as aforesaid to renew Revive carry on and prosecute the said Suit in Equity in the mayors Court at Madrass against the said James Call or any Other Person or Persons whom soever And to do execute transact and perform all and every Thing and Things Act and Acts Writing and Writings and other Matters as shall be thought proper and Requisite by our said Attornies or either of them for prosecuting Carring on and finally determining the said Suit in Equity against the said James Call as fully and effectually to all intents and Purposes as we the said Charles Cockerell and Henry Trail or either of us may or can might or Could do under [illegible]

present and did the same in our own proper Person or Person hereby ratifying and Confirming and agreeing to ratify and Confirm all and what soever our said Attornies or either of them shall do or Cause to be done in the Premises by Virtue of these Present In Witness whereof the said Charles Cockerell and Henry Trail have hereunto set there hands and Seals this twenty fifth day of September in the Year of our Lord on Thousand Seven hundred and Ninety

C. Cockerell (LS)

Henry Trail (LS)

Duly Sealed and delivered at Calcutta in Bengal in the Presence of

Thos. Lloyd

True Copy

G. Chalmer

Atty for Compl.t

Know all men by these presents that Whereas Sir Robert Barker of Busbridge in the County of Surrey Knight and Baronet did in and by his certain letter or power of Attorney bearing date the seventh day of July which was in the Year of Our Lord One Thousand seven hundred and Eighty Eight make ordain constitute and appoint William Paxtor of Calcutta in the East Indies Charles Cockerell of the same place Esquire Philip De Lesle of the same place Esquire and Henry Trail of the same place Esquire jointly or either of them severally his true and lawful Attornies and Attorney for him and in his names place and stead and for his use to ask demand sue for recouer and receive of and from all Bodies politee or Corporal and all every person and persons whom soever in Calcutta Madrass and all other provences

or places in the East Indies whom it did might concern
all every or any sum or sums of Money Goods Wares Dues
Debts Claims or Demands of what nature tunes or species
so ever or by what ways means so ever due owing coming
or belonging to him the said Sir Robert Barker and to ad-
-just and settle all or any account or Accounts then depend-
-ing or which should or might be depending from time to time
between him the said Sir Robert Barker and any other person
or persons, and if the Case should require to compound
submit to arbitration and Agree the same and also com-
-fuse at or right of payment or satisfaction for for the
same or any part thereof to take and presente all
every or any lawful ways and means in all or any the
aforesaid for the receiving receiving and getting in the
same or any part thereof, and also on Receipt or Sa-
-tisfaction of or for the same or any part thereof to
give sign Seal and Execute all or any such Releases
Respects Acquittances or discharges as should or might
be necessary or requisite, or as he the said Sir Robert
Barker might or could do if personally present
and in genral to act do and perform all such acts
matters and things as should or might be necessary
or reasonable to be done in or about the premisses in
order to put in Execution the authority thereby or therein

effectually to all intents and purposes as he himself could or might
do if personally present And did further authoriz and impower his
said Attornies to make substitute or appoind one or more Attornies
or Attorney and the same at pleasure to revoke and again to ap-
-point any other Attorney or Attornies in his or their place and
stead, and that whatsoever the said William Paxton Charles Cock-
erels Philip Dedeste and Henry Trail should lawfully or reason-
-ably do or cause to be done in or about the premisses or any
part thereof by virtue of the power thereby given he did thereby
ratify and confirm Now know ye that we the said Wellm
Paxton Charles Cockerell and Henry Trail by virtue of the
power and authority so given and granted to as aforesaid
by the said Sir Robert Barker Have made ordained Consti-
-tuted and appointed and by these presents do as far as we
can doth by make Ordain Constitute and appoint William
Balfour John Spalding and Oliver Colt of madras Esquires
jointly and severally to be the true and lawfull Attorney or At-
-tornies of the said Sir Robert Barker, to enter upon to do and
to perform all and singular the acts Matters and things
mentioned and declared in and by the said letter or power
of Attorney to us given and granted as aforesaid and herein
above recited, and to do all other Matters and things as shall
or may be necessary or reasonable to be done in and about the
premisses as fully and effectually to all intents and purposes
as we ourselves could or might do in or by virtue of the said here-
-in before recited power of Attorney so given and granted to us as
aforesaid if we were personally present hereby ratifying

Balfour John Spalding and Oliver Colt shall in the name of the said Sir Robert Barker lawfully do or cause to be done in and about the premesses by virtue of these presents In Witness wherof we have hereunto set our hands and seals this Seventh day of March in the Year of our Lord one Thousand seven hundred and Eighty nine.—

Signed Sealed and Delivered where no Stamp's are to be had in the presence of . . . . . .

Alexr. Bannerman
Rowland Scott

Willm. Paxton by her hand of C. Cockerell } L.S.
Chas. Cockerell L.S.
Henry Trail . . . L.S.

Dr. James Call Esqr. In Account Current with Sir Robert Barker Cr.

1781 Octr.	4th	To the Amount of Your Bond bearing date this day	50013.	20.	5 p.	1789 Novr.	12th	By Balance due . . .	900551. 42.
1789 Novr.	12th	To Interest on Ditto to this day is 8 Years 1 Month and 8 days at 10 p Cent p Annum	40538.	21.	21.				
		Pagodas	900551.	42.				Pagodas	900551. 42.

Fort St. George this 12th Novr. 1789.
Errors Excepted p

Balfour Spalding & Colt
Attornies to
Paxtor Cockerell De Lisle & Co.
Attornies to Sir Robert Barker
Bart.

On the Twentieth day of September in the Year of Our Lord One Thousand seven hundred and Ninety Thomas Lloyd of the Town of Calcutta at Fort William in Bengall Personally Appeared before me Charles Harding Esquire Notary Publick Dwelling and Practising at Fort William in Bengal aforesaid by lawfull authority duly admitted and produced the Original Power of attorney affidavit of the due Examination thereof and also a Certificate under the seal of William Pickett Esquire Lat Mayor of the City of London Certifying, the due Examination of the said Power of attorney and of the said Affidavit having been duly Sworn befor him a true Copy of such power of attorney Affedavit and Certificate are hereunto Annexed truly Written He the said Thomas Lloyd Requesting such Copies thus authenticated that the same may be Capable of good proof in Case any accident should befal the Original—

L.S.

In Faith and Testimony whereof I the said Notary at the request Aforesaid have hereunto Set my hand and Seal of Office the Day and Year first above Written—

Chas. Harding
Notary Public—

To all to whom these Presents shall come I.
William Pickett Esquire Lord Mayor of the City of London
Do hereby Certifie that on the Day of the Date hereof
personally came and appeared before Me Robert Rumball the Deponent named in the Affidavit hereunto annexed being a person well known and Worthy of good Credit and by Solemn Oath which the said Deponent then took before me upon the Holy Evangelists of Almighty God did Solemnly and Sincerely declare testifie and depose to be true the several Matters and things Mentioned and Contained in the said annexed Affidavit.

In Faith and Testimony whereof I the said Lord Mayor have Caused the Seal of the Office of Mayoralty of the said City of London to be hereunto put and affixed and the Paper Writing or Letter of attorney mentioned and referred to in and by the said Affidavit to be hereunto also annexed Dated in London the fourth Day of December in the Year of our Lord One Thousand seven hundred and Eighty Nine.

Robert Rumball of Threadneedle Street London Gentleman Maketh Oath and Saith That he was present and did see William Devaynes of Dover Street in the County of Middlesex and Samuel Pepys Cockerill of Saville Row in the County of Middlesex Esquires named in the paper Writing or Letter of Attorney bearing date the twenty Eight day of November last and hereunto annexed Sign Seal and as their and each of their several and respective act and deed deliver the said paper Writing or Letter of Attorney and that the Names W. Devaynes and S.P. Cockerill were thereunto set and Subscribed in the presence of this Deponent And this Deponent further Saith that the Name Robert Rumball (which the description annexed or under Written) set and Subscribed to the Attestation of the said Letter of Attorney as the Parties Witnessing the Execution of the same is of the proper hand Writing of this Deponent.

Sworn at Guildhall London
this fourth day of December 1789
Before me

Robert Rumball

Wm Pickett Mayor

Know all Men by these Presents that we William Dwaynes of Dover Street in the Country of Middlesex and Samuel Peppys Cockerill of Saville Row in the Country of Middlesex Esquires the acting Executors of Sir Robert Barker of Busbridge in the County of Surry Knight and Baronet deceased Have made ordained Constituted and appointed and by these presents Do make ordain Constitute and appoint William Paxton of Calcutta in the East Indies Esquire Charles Cockerell of the same place Esquire Philip De Lisle of the same place Esquire and Henry Friell of the same place Esquire jointly or either of them severally our true and Lawful attorney for us and in our Names places and Steads as Executors as aforesaid for our use to ask demand sue for Recover and receive of and from all and every Bodies Politic or Corporate and all and every person and persons whomsoever in Calcutta Madrass and in all or any provences or other places in the East Indies whom it doth or may Concern all or any sum or sums of money Goods Wares Dues Debts claims or Demands of what Nature kind or Species soever or by what ways or means soever due owing accruing or belonging to us as Executors of the said Sir Robert Barker and to adjust and settle all or any account or Accounts now depending or which shall or may be depending from time to time between us as Executors as

Bodies or Corporate whatsoever and if the Case shall so Require to compound submit to Arbitration or agree the same and on Refusal or neglect of payment or Satisfaction of for the same or any part thereof to use take and prosecute all and every or any lawful Ways and Means in all or any the places aforesaid for the Recovering Receiving or getting in the same or any part thereof and on Receipt or Satisfaction of or for the same or any part thereof to give sign Seal and Execute all or any such Releases Receipt Acquittances or Discharges as shall or may be necessary or Requisite or as the said William Dwaynes and Samuel Peppys Cockerell as Executors of the said Sir Robert Barker might or Could do if personally present And in general to act do and perform all such acts Matters and things as shall or may be necessary or Reasonable to be done in or about the Premises in Order to put in Execution the Authority hereby given or meant and intended so to be as fully and Effectually to all Intents and purposes as we ourselves as Executors of the said Sir Robert Barker could or might do if personally present and moreover one Attorney or Attornies under them our said Attornies hereby Constituted or either of them as occasion may Require to make and substitute and the same at pleasure to revoke and again to appoint any other Attorney or Attornies in his or their place and stead as such Occasion shall also Require and as one such Attorney or Attornies so to be made shall not Continue to act in Case either of our said Attornies thereby Constituted shall by Wri-

Know all Men by these Presents that we William Dwaynes of Dover Street in the Country of Middlesex and Samuel Peppys Cockerill of Saville Row in the Country of Middlesex Esquires the acting Executors of Sir Robert Barker of Rusbridge in the Country of Surry Knight and Baronet deceased Have made ordained Constituted and appointed and by these presents DO make ordain Constitute and appoint William Paxton of Calcutta in the East Indies Esquire Charles Cockerell of the same place Esquire Philip De Lisle of the same place Esquire and Henry Friell of the same place Esquire jointly or either of them severally our true and Lawful attornies and attorney for us and in our Names places and Steads as Executors as aforesaid for our use to ask demand sue for Recover and receive of and from all and every Bodies Politic or Corporate and all and every person and persons whomsoever in Calcutta Madras and in all or any provences or other places in the East Indies whom it doth or may Concern all or any sum or sums of Money Goods Wares Dues Debts claims or Demands of what nature kind or Species soever or by what ways or means soever due owing coming or belonging to us as Executors of the said Sir Robert Barker and to adjust and settle all or any account or Accounts now depending or which shall or may be depending from time to time between us as Executors as

Bodies or Corporate whatsoever and if the Case shall so require to compound submit to Arbitration or agree the same and on Refusal or neglect of payment or Satisfaction of for the same or any part thereof to use take and prosecute all and every or any lawful Ways and Means in all or any the places aforesaid for the Recovering Receiving or getting in the same or any part thereof and on Receipt or Satisfaction of or for the same or any part thereof to give sign Seal and Execute all or any such Releases Receipt Acquittances or Discharges as shall or may be necessary or Requisite or as the said William Dwaynes and Samuel Peppys Cockerell as Executors of the said Sir Robert Barker might or Could do if personally present And in general to act do and perform all such acts Matters and things as shall or may be necessary or Reasonable to be done in or about the Premises in Order to put in Execution the Authority hereby given or meant and intended so to be as fully and effectually to all Intents and purposes as we ourselves as Executors of the said Sir Robert Barker could or might do if personally present and more more Attorney or Attornies under them or their said Attornies hereby Constituted or either of them as occasion may require to make and Substitute and the same at pleasure to revoke and again to appoint any other Attorney or Attornies in his or their place and stead as such Occasion shall also require so as no such Attorney or Attornies so to be made shall not Continue to act in Case either of our said Attornies thereby

whatsoever our said Attornies hereby Constituted jointly or either of them or any Attorney or Attornies so to be appointed as aforesaid Subject as aforesaid shall lawfully or reasonably do or Cause to be done in or about the Premises or any part thereof by virtue of these presents we as Executors aforesaid do hereby ratify and Confirm In Witness whereof we the said William Dwaynes and Samuel Pepy's Cockerell have hereunto set our hands and Seals this twenty Eight day of November in the Year of our Lord One Thousand seven hundred and Eighty Nine —

Sealed and Delivered (being first day Stampt) in the presence of ... Robert Rumball Clerk to Winter bottom and Keylyn Threadneedle Street London

W: Dwaynes — (L:S)

S: P: Cockerell — (L:S)

To all to whom these presents shall come, I Sir Robert Chambers Knight, one of his Majesty's Justices of the Supreme Court of Judicature at Fort William in Bengal, do hereby certify that William Jackson Esquire who hath signed sealed and attested the Notarial act or Certificate hereunto annexed is a Notary Publick by Lawful attorney admitted and Sworn dwelling and Practising in the Town of Calcutta at Fort William aforesaid and that to all acts and Instruments and other writings by him signed and attested in the Capacity aforesaid full faith and credit is given in Court or without —

(L:S:) In Faith and Testimony whereof I the said Sir Robert Chambers have caused the Seal of the said Supreme Court (being

vacancy of the office of Chief Justice) to be hereunto put and affixed, and the Copies of the several papers mentioned and referred to in and by the Certificate of the said William Jackson, together with the said Certificate, to be hereunto Annexed dated at Fort William in Bengal this ninth day of January in the Year of our Lord one Thousand seven hundred and Ninety —

Ex: W:S:

Robt. Chambers

I William Jackson Notary Pubick Dwelling and practising at Calcutta at Fort William in Bengal by lawful attorney duly Admitted and Sworn Do hereby Certify and attest that the within writings are Just true and exact Copies of an Original Letter of Attorney from Sir Robert Barker of Busbridge in the Country of Surry Knight and Baronet to William Paxton Charles Cockerell Philip Delisle and Henry Trail of Calcutta in the East Indies Esquires bearing date the seventh day of July in the Year of our Lord One Thousand Seven hundred and Eighty Eight of an affidavit of Rich Dann the Younger of Threadneedle Street London Gentleman Thereunto Annexed Sworn on the Eighth day of July in the said Year of our Lord one Thousand Seven hundred and

of Attorney and a Certificate of John Barnell Esqure Lord Mayor of the City of London thereunto also annexed bearing date the day and Year last mentioned in Proof of the said affidavits having been duly Sworn before him Which said within written Copies have been Carefully Collated by me with the Original which were exhibited to me for that purpose by Charles Cockerell and Henry Foxall of Calcutta Esquires Two of the persons in the said Letter of Attorney named. —

L.S

In Faith and Testimony Whereof the said Notary at the Request of the said Charles Cockerell and Henry Foxall Have hereunto set my Hand and the Seal of my Office this Fifth day of January in the Year of our Lord One Thousand Seven hundred and Ninety. —

Wm Jackson Not. Pub.

Stamp

To all to whom these Presents shall come I John Barnell Esquire Lord Mayor of the City of London Do hereby Certify that on the day of the date hereof personally came and appeared before me Richard Dann the Younger the Deponent named in the Affidavit hereunto Annexed being a person well known and worthy of Good Credit and by Solemn oath which the said Deponent then took before me upon the Holy Evangelist of Almighty God did Solemnly

and things mentioned and Contained in the said Annexed Affidavit. —

L.S

In Faith and Testimony whereof I the said Lord Mayor have Caused the Seal of the Office of Mayoralty of the said City of London to be hereunto put and affixed and the paper Writing or Letter of Attorney mentioned and referred to in and by the said affidavit to be hereunto also Annexed Dated on London the Eighth day of July in the Year of our Lord One Thousand Seven hundred and Eighty Eight. —

Nash
Beach

a true Copy
Wm Jackson Not. Pub.

Stamp

Richard Dann the Younger of Threadneedle Street London Gentleman maketh Oath and saith that he this Deponent was present and did see Sir Robert Barker of Bushbridge in the County of Surry Knight and Baronet in the paper writing or Letter of Attorney hereunto annexed named duly Sign and Seal and as his Act and Deed deliver the said paper Writing or Letter of Attorney and that the Name R. Barker thereunto set and Subscribed as the party executing the same

was thereunto Set and Subscriber in the presence of Abraham Winterbottom of Threadneedle Street London Gentleman and this Deponent And lastly this Deponent saith that the names "A Winterbottom" and "Rich Dann Jr." set and subscribed as the persons Witnessing the Execution of the same are of the respective proper handswriting of the said Abraham Winterbottom and this Deponent respectively. —

Sworn in London this Eighth day of July 1788 before me

John Burnell
Mayor

Rich Dann Jr.

(a true Copy) Wm Jackson Not Pub.

Stamp

Know all Men by these Presents that I Sir Robert Barker of Busbridge in the County of Surry Knight and Baronet Have made Ordained Constituted and appointed and by these Presents Do make Ordain Constitute and appoint William Paxton of Calcutta in the East Indies Esquire Charles Cockerell of the same place Esquire Philip De Lisle of the same place Esquire and Henry Trail of the same place Esquire Jointly or either of them Severally my true and lawful attorneys and attorney for me and in my name place and Stead and for my own Use to ask demand sue for recover and receive of and from all Bodies Politic or Corporate and all and every person and persons whomsoever in Calcutta Madrass and all other provinces or places in the East Indies whom it doth or may Concern all every or any Sum or Sums of Money Goods Wares Due Debt

by what ways or means sower due owing coming or belonging to me and to Adjust and settle all or any Account or Accounts now depending or which shall or may be depending from time to time between me and any other person or persons and if the Case shall so Require to Compound Submit to arbitration and agree the same and on Refusal or Neglect of payment or Satisfaction of or for the same or any part thereof to Use take and prosecute all every or any lawfull ways & means in all or any the places aforesaid for the Recovering Receiving or getting in the same or any part thereof and or Receipt or Satisfaction of or for the same or any part thereof to give sign seal and execute all or any such Releases Receipts acquittances or discharges as shall or may be necessary or requisite or as I the said Sir Robert Barker might or could do if personally present And in general to Act do and perform all such Act Matters and things as shall or may be necessary or reasonable to be done in or about the premisses in Order to put in Execution the Authority hereby given or Meant and intended so to be as fully and Effectually to all intents and purposes I myself could might do if personally present and one or more Attorney or Attornies Under them the said William Paxton Charles Cockerell Philip De Lisle and Henry Trail to make and substitute and the same at pleasure to revoke and again to appoint any other attorney or Attorneys in his or their place and Stead and

[illegible] William Paxton Charles Cockerell

Philip DeLesle and Henry Trail shall lawfully or reasonably do or cause to be done in or about the premisses or any part thereof by virtue of these presents I do hereby ratify and confirm In Witness whereof I the said Sir Robert Barker have hereunto Set my Hand and seal the seventh day of July in the year of our Lord One Thousand Seven hundred and Eighty Eight. —

Sealed and delivered (being first duly Stamped) in the presence of

Rt. Barker (L:S)

A Winterbottom
Rich Dam Jrr (a true Copy)

Wm. Jackson Not: Pub.

To all to whom these presents shall Come I John Hyde Esquire one of His Majesty's Justices of the Supreme Court of Judicature at Fort William in Bengal DO hereby Certify that on the day of the date hereof personally came and appeared before me the said John Hyde, Thomas Lloyd of Calcutta Gentleman, the Deponent named in the affidavit hereunto annexed, being a person well known and worthy of Good Credit and by Solemn Oath which he then and there took upon the Holy Evangelist of Almighty God

be true the several matters and things Mentioned and contained in his said affidavit. —

In Faith and Testimony whereof I the said John Hyde have caused the Seal of the said Supreme Court of Judicature at Fort William in Bengal to be hereunto put and affixed and the Power of Attorney mentioned and refered to in and by the said affidavit of the said Thomas Lloyd together with the said affidavit to be hereunto annexed. Dated at Fort William aforesaid this Twenty Seventh Day of September in the Year of our Lord One Thousand seven hundred and Ninety. —

(L:S)

J. Hyde

Thomas Lloyd of the Town of Calcutta at Fort William in Bengal Gentleman maketh Oath and Saith that he was present and did see Charles Cockarell and Henry Trail of the same place Esquires duly Sign Seal and as their act and Deed deliver the Deed, poll or power of Attorney hereunto annexed and this Deponent further such that the Name or Signature Thomas Lloyd set and Subscribed as Witness to the said Deed poll or power of Attorney is of the proper Hand Writing of this Deponent. —

Thos. Lloyd

Sworn this 27th day of September 1790. Before me

J. Hyde

Philip Dedisle and Henry Trail shall lawfully or reasonably do or cause to be done in or about the premisses or any part thereof by virtue of these presents I do hereby ratify and confirm In Witness whereof I the said Sir Robert Barker have hereunto set my Hand and seal the seventh day of July in the year of our Lord One Thousand Seven hundred and Eighty Eight. —

Sealed and delivered (being first duly stamped) in the presence of }
A Winterbottom
Rich Dam Jnr

Rt. Barker (L.S)

(a true Copy)
W.m Jackson Not Pub

To all to whom these presents shall Come I John Hyde Esquire one of his Majesty's Justices of the Supreme Court of Judicature at Fort William in Bengal DO hereby Certify that on the day of the date hereof personally came and appeared before me the said John Hyde, Thomas Lloyd of Calcutta Gentleman, the Deponent named in the affidavit hereunto annexed, being a person well known and worthy of Good Credit and by Solemn Oath which he then and there took upon the Holy Evangelist of Almighty God to be true the several matters and things Mentioned and contained in his said affidavit. —

In Faith and Testimony whereof I the said John Hyde have caused the Seal of the said Supreme Court of Judicature at Fort William in Bengal to be hereunto put and affixed and the Power of Attorney mentioned and referred to in and by the said affidavit of the said Thomas Lloyd together with the said affidavit to be hereunto annexed. Dated at Fort William aforesaid the Twenty Seventh Day of September in the Year of our Lord One Thousand seven hundred and Ninety. —

J. Hyde

L.S

Thomas Lloyd of the Town of Calcutta at Fort William in Bengal Gentleman maketh Oath and saith that he was present and did see Charles Cockerell and Henry Trail of the same place Esquires duly Sign Seal and as their act and Deed deliver the Deed, poll or power of attorney hereunto annexed and this Deponent further saith that the Name or Signature Thomas Lloyd set and Subscribed as Witness to the said Deed poll or power of Attorney is of the proper Hand and Writing of this Deponent. —

Sworn this 27th day of September 1790. Before me }

Tho.s Lloyd

To all to whom these Presents shall come Charles Cockerell and Henry Trail both of the Town of Calcutta in the Province of Bengal Esquires send greeting Whereas by certain Power of attorney bearing Date on or about the twenty eighth Day of November in the Year of our Lord One Thousand Seven hundred and Eighty Nine William Devaynes of Dover Street in the County of Middlesex and Samuel Pepys Cockerell of Swithin Row in the said County of Middlesex Esquire therein further described to be the acting Executors of Sir Robert Barker of Bushridge in the County of Surry Knight and Baronet then deceased did make ordain constitute and appoint William Paxton of Calcutta aforesaid Esquire the said Charles Cockerell Philip Dedisle of the last mentioned Place Esquire and the said Henry Trail jointly or either of them severally their true and lawful Attornies and Attorney to transact and do all and every the Business matters and Concerns of them the said William Devaynes and Samuel Pepys Cockerell as Executors of the said Sir Robert Barker in Calcutta Madrass and in all or any Provinces or other Places in the East Indies the which said Power of Attorney is contained (amongst other Powers and Authorities therein imprissed) a Power enabling them the said William Paxton Charles Cockerell Philip Dedisle and Henry Trail any or either of them One or more Attorney or Attornies under them the said Attornies thereby constituted or either of them or Occasion might require

attorney Reference being thereunto had will more fully appear And whereas as the Time of the Death of the said Sir Robert Barker a Suit in Equity in the mayor Court at Madrass was depending between him the said Sir Robert Barker and a Mr James Call and which Suit by such Death of the said Sir Robert Barker became abated And whereas As the said Charles Cockerell and Henry Trail are the only acting Attornies India under the said Power of Attorney the said William Paxton being in England and the said Philip Dedisle having lately departed this life and it being expedient to revive the said Suit in Equity and necessary for that Purpose to constitute some Person of Madrass as Attornies to and for the said William Devaynes and Samuel Pepys Cockerell in the Place and Stead of as the said Charles Cockerell and Henry Trail we have agreed to appoint William Balfour Esquire John Spalding and Oliver Colt of Madrass Esquires jointly and severally our Attornies or Attorney for that Purpose by Virtue of the Power enabling as thereto contained in the said herein before recited Power of Attorney Now therefore know Ye that for the Considerations aforesaid We the said Charles Cockerell and Henry Trail have (in Pursuance of the Power for that Purpose contained in the said hereinbefore recited Power of Attorney) made ordained nominated constituted and appointed and by these Presents do make ordain nominate constitute and appoint the aforesaid William Balfour John Spalding and Oliver Colt or either

attornies or Attorney for us and in our Names or in the Name of either of us or in the Names of the said William Dwaynes and Samuel Peppys Cockerell as Executors as aforesaid and to and for the Use and Benefit of the said William Dwaynes and Samuel Peppys Cockerell as Executors as aforesaid to renew Revive carry on and prosecute the said Suit in Equity in the Mayors Court at Madras against the said James Call or any other Person or Persons whomsoever and to do execute transact and perform all and every thing and things Act and Acts Writing and Writings and other Matters as shall be thought proper and requisite by our said Attornies or either of them for prosecuting carrying on and finally determining the said Suit in Equity against the said James Call as fully and effectually to all Intents and Purposes as We the said Charles Cockerell and Henry Trail or either of us may or can might or could do under and by Virtue of the said herein before Recited Power of Attorney and as if we were present and did the same in our own proper Persons or Person hereby ratifying and confirming and agreeing to ratify and Confirm all and whatsoever our said Attornies or either of them shall do or cause to be done in the Premises by Virtue of these Presents In Witness whereof the said Charles Cockerell and Henry Trail have hereunto set their Hands and Seals this twenty fifth Day of September in the Year of our Lord one Thousand Seven hundred and Ninety

Duly Sealed and delivered at
Calcutta in Bengal in the Presence of

Tho.s Loyd

C Cockerell (Ls)
Henry Trail (Ls)

Mayors Court at
Madrasputnam

Saturday the 30.th Day of April
Anno Domini 1791.—

Present
Josias DuPré Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Between Robert Barker of the Kingdom of Great Britain Knight and Baronet by his Attornies William Paxton Charles Cockerell Philip De Lisle and Henry Trail of Calcutta in the East Indies Esquires by their Attornies William Balfour John Spalding and Rivers Call of Madras Esquires Complt.s and James Call Esquire a Merchant in the Service of the Honble The United Company of Merchants Trading to the East Indies and of Madras Inhabitant Defendant.

This Cause coming on to be Heard and Debated this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of a Bond an Account Current and a Letter of Attorney annexed, The Defendants Answer, The Replication the Rejoinder, The Bill of Reviver with Copies of Power of Attorney annexed, Five Exhibits on the part of the Complainants

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 Complainants the full and Just Sum of Ninety Thousand five hundred and fifty One Star Pagodas and Forty two Fanams (Star Pagodas 90,551.42.—) 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

H Cuz

Court of Appeals at Madraspatnam } Saturday the 31th day of December Anno Domini 1791

Between James Call of Fort St George Esqre Appellant and William Devaynes and Samuel Pepys Cockerell of the Country of Middlesex in the Kingdom of Great Britain Acting Executors of Sir Robert Barker Knight and Baronet Deceased by their Attornies Charles Cockerell and Henry Trail of Calcutta in the Kingdom of Bengal by their Attornies William Balfour John Spalding and Oliver Coult of Fort St George Esqres Respondents.—

[illegible]

hearing [illegible] of Appeal and Answer and the Several Exhibits [illegible] the Mayor's Court together with the Decre[illegible] Court given in this Cause on Saturday the 30th [illegible] Anno Domini 1791 upon due Consid[illegible] of the matters therein Severally Contained a[illegible] Pleadings and Arguments used by the Attornies [illegible] This Court doth think fit to Order and [illegible] doth accordingly Order and Decree that the [illegible] of the Honble the Mayor's Court to stand affirmed and that the Appellants Petition be hence Dismissed with Costs—

H Cuz

Chas. N. White Clk

Filed the 26th Decr 1789.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sunka Chinna Kistnamah Chitty of Madras Merchant That Your Orator and his Father and Family have been respectable and considerable Merchants at Madras from the first settlement of the English on the Coast of Coromandel to the present time and have had very extensive Dealings to every large Amount as well with the Representatives at Madras of the United Company of Merchants of England treading to the East Indies as with different English and

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 Complainants the full and Just Sum of Ninety Thousand five hundred and fifty One Star Pagodas and Forty two Fanams (Star Pagodas 90,551.42.—) 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

Hurz

Court of Appeals at Madraspatnam } Saturday the 31th day of December Anno Domini 1791

Between James Call of Fort St George Esqre Appellant and William Devaynes and Samuel Pepys Cockerell of the Country of Middlesex in the Kingdom of Great Britain Acting Executors of Sir Robert Barker Knight and Baronet Deceased by their Attornies Charles Cockerell and Henry Trail of Calcutta in the Kingdom of Bengal by their Attornies William Balfour John Spalding and Oliver Coult of Fort St George Esqres Respondents.—

[illegible]

hearing [illegible] of Appeal and Answer and the Several Exhibits [illegible] the Mayor's Court together with the Decre[illegible] Court given in this Cause on Saturday the 30th [illegible] Anno Domini 1791 upon due Consid[illegible] of the Matters therein Severally Contained a[illegible] Pleadings and Arguments used by the Attornies [illegible] This Court doth think fit to Order and [illegible] doth accordingly Order and Decree that the [illegible] of the Honble the Mayor's Court to stand Affirmed and that the Appellants Petition be hence Dismissed with Costs—

Hurz

Chas. N. White Clk

Filed the 26th Decr 1789.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sunka Chinna Kistnamah Chitty of Madras Merchant That Your Orator and his Father and Family have been respectable and considerable Merchants at Madras from the first settlement of the English on the Coast of Coromandel to the present time and have had very extensive Dealings to every large Amount as well with the Representatives at Madras of the United Company of Merchants of England treading to the East Indies as with different English and

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 Complainants the full and Just Sum of Ninety Thousand five hundred and fifty One Star Pagodas and Forty two Fanams (Star Pagodas 90,551.42.—) 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

Hurz

Court of Appeals at Madraspatnam } Saturday the 31th day of December Anno Domini 1791

Between James Call of Fort St George Esqre Appellant and William Devaynes and Samuel Pepys Cockerell of the Country of the several Merchants of Repute thereby as well as elsewhere in India — Your Orator sheweth that he being as aforesaid well known to be a Person of Family Character and Credit as well as Punctuality in his Dealings approved in the Year of our Lord One Thousand Seven hundred and eighty seven as the fittest Person to be intrusted with the renthing their Beetle and Tobacco Farm, which Orator Sheweth to be the most considerable Farm under Government of Fort Saint George for [illegible]

hearing [illegible] of Appeal and Answer and the Several Exhibits [illegible] the Mayor's Court together with the Decre[illegible] Court given in this Cause on Saturday the 30th [illegible] Anno Domini 1791 upon due Consid[illegible] of the Matters therein Severally Contained a[illegible] Pleadings and Arguments used by the Attornies [illegible] This Court doth think fit to Order and [illegible] doth accordingly Order and Decree that the [illegible] of the Honble the Mayor's Court to stand Affirmed and that the Appellants Petition be hence Dismissed with Costs —

Hurz

Chas. N. White Clk

Filed the 26th Decr 1789.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible] Claim [illegible] likewise in every Respect performed the several Covenants Provisors and Agreements which are contained in the said Cowle to be performed by Your Orator And Your Orator Sheweth that sometime previous to his obtaining the said Cowle to wit on the tenth Day of August which was in the Year of Our Lord One Thousand seven hun[illegible] he was indebted unto Valen[illegible] deceased in the Sum [illegible] and twenty [illegible] Fanams upon Bond

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 Complainants the full and Just Sum of Ninety Thousand five hundred and fifty One Star Pagodas and Forty two Fanams (Star Pagodas 90,551.42.—) 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

H Cuz

Court of Appeals at Madraspatnam } Sr.

Saturday the 31th day of December Anno Domini 1791

Between James Call of Fort St George Esqre Appellant and William Devaynes and Samuel Pepys Cockerell of the Country of the several Merchants of Repute thereby as well as elsewhere in India — Your Orator sheweth that he being as aforesaid well known to be a Person of Family Character and Credit as well as Punctuality in his Dealings approved in the Year of our Lord One Thousand Seven hundred and eighty seven as the fittest Person to be intrusted with the renthing their Beatle and Tobacco Farm, which Orator Sheweth to be the most considerable Farm under Government of Fort Saint George

hearing [illegible] of Appeal and Answer and the Several Exhibits [illegible] the Mayor's Court together with the Decree [illegible] Court given in this Cause on Saturday the 30th [illegible] Anno Domini 1791 upon due Consid[illegible] of the Matters therein Severally Contained a[illegible] Pleadings and Arguments used by the Attornies [illegible] This Court doth think fit to Order and [illegible] doth accordingly Order and Decree that the [illegible] of the Honble the Mayor's Court to stand Affirmed and that the Appellants Petition be hence Dismissed with Costs —

H Cuz

Chas. N. White Clk

Filed the 26th Decr 1789.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator [illegible] likewise in every Respect performed the several Covenants Provisors and Agreements which are contained in the said Cowle to be performed by Your Orator And Your Orator Sheweth that sometime previous to his obtaining the said Cowle to wit on the tenth Day of August which was in the Year of Our Lord One Th[illegible] he was in [illegible] since [illegible] Thousand on Hundred and [illegible] Pagodas and Fourteen Fanams upon Bond for

for the Recovery of which Sum the said Valamoory Ven-
catanarnapah commenced a Suit in this Honble Court
and Your Orator having by his Attorney confessed the
Debt a Decree passed against Your Orator on the fifteenth
Day of the said Month of August and in fourteen Days
afterwards as the said Decree was not to issue and the
same did issue under the Seal of this Honble Court bea-
ring Date these twenty ninth Day of the said Month of
August directing the Sheriff to levy of the Goods Chattles
of your Orator a Sufficient Sum to Satisfy the said Decree
and the Costs attending the same Copy whereof and of two
Several Ledsham Gentleman then and now Deputy
Sheriff of Fort Saint George aforesaid Madras Patnam
and the Districts thereof and of the Lineations by way
of annulling such Endorsements made also by the said
Thomas Ledcham and of the ultimate Return of the
said Writ of Execution made by William Jones Esqr
late Sheriff of Fort Saint George aforesaid Town of
Madras Patnam and the Districts thereof for this pre-
sent Year of Our Lord One Thousand Seven hundred
and eighty nine which Return bears Date the Eigh-
teenth Day of August last past Marked A is hereunto
annexed and prayed by Your Orator to be taken as
Part of this his Bill of Complaint the Original
being among the Records of this Honble Court Your
Orator [illegible]

Warrant or Writ of Execution the said Thomas
Ledcham then and now Deputy Sheriff as afore-
said did on the first Day of September which was
in the said Year of Our Lord on Thousand Seven
hundred and Eighty Six at the Instance of the
Said Vellamoory Vencatanarnapah seal a certain Garden
Ground commonly called the Banyan's Garden altho the
same was known to be and is the Property of Your Orator
and as such was shewn by the said Valamoory Vencatanarna-
pah to the said Deputy Sheriff to be Seized and Sold towards
the Payment of the said Debt - Your Orator for the she-
weth that he and his Ancestors have always been conside-
red Heads of the Banyan Cast and as the said Garden was
well Situated for the Members of the said Cast to per-
form their Rites and Ceremonies therein Your Orator
as well as his Ancestors acquiexed in their using the
same for that Purpose and they have continued so
to do nearly from the time that the same was first
granted to Your Orator's Ancestors to wit from the
Year of Christ one Thousand seven hundred and Nin-
teen untill the Year of Christ one Thousand seven
hundred and eighty four when one Cola Moodoora-
mah commonly called Senganah one of the Banian
Cast but since deceased combining and confederating
with some other Banyans pretended to support
an independant Right and Title in the Banyan
Cast

Cast generally to the Property of the said Gardin altho' the said Cast had not made any Buildings or laid out any Money in permanent Improvements thereon and altho Your Orator and his Ancestors has discharged the principal Part of the Current Expences of the said Garden and the Charity Houses therein And Your Orator sheweth that with a View to disprove such pretended Right and to establish Your Orator's Claim to the said Garden and as the only means whereby the Title thereof could come under legal Discussion according to the present Charter of Justice for the said Town of Madraspatnam Your Orator instead of paying off his said Debt to the said Valamoury Vencatanarnapah which at all times he was well inabled to do suffered the said Seizure to take Place well knowing as the Event has since proved that the Confederates of the said Cola Moodooramah would not permit a Sale of the said Garden to be made by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof as the Districts thereof as the Property of Your Orator but that the said Confederates would file their Petition to this Honble Court claiming a Property therein on behalf of the said Banyan Cast And Your Orator sheweth that Butchoo Tamboo Chitty and other pretending to be Members of the said Banyan Cast did by the Persuasion of Cola Ravanapah Brother of the said Cola Moodooramah deceased on the fourteenth Day of April which was

Eighty seven file their Petition in this Honble Court stating their several Pretenas to the Property as well as Possession of the said Gardin to which Petition and to the amended Petition of the said Butchoo Tamboo Chitty and others Your Orator filed his answer on the twenty ninth Day of May in the same Year of Christ one Thousand seven hundred and eighty seven and the said Petition and Answer being afterwards at Issue Rules passed for the Examination of Witnesses thereto but before the said Witnesses were examined to wit on or about the Sixth Day of October which was in the Year of Christ one Thousand seven hundred and Eighty Eight the said Palamoory Vencatanarnapah departed this Life and the said Petition which was before at Issue became abated and so ramined until the fifth Day of May now last past when Valamoory Goormootiah obtained Letters of Administratione to the Estate and Effects Rights and Credits of the said Valamoory Vencatanarnapah as his adopted Son and Heir and thereby received the said Cause and the Petition and answer so at Issue as aforesaid - Your Orator sheweth that the said Cause being so received the said Valamoory Goormootiah instead of examining Witnesses to establish your Orator's Right to the said Garden to seized as aforesaid did abandon his Claim for Paiment under the Seizure of the said Garden as aforesaid and did by his Attorney on the twenty eight day of July last past pray this Honble Court that the Seal thereof so put on the said Banyan Gardin by the said Deputy Sheriff on the said first Day of September which was

in the Year of Christ one thousand Seven hundred and eighty
Six might be taken off and the Writ returned into this Honble
Court which Prayer of the said Palamony Goormootiah
having been granted the said Thomas Ledsham did endorse
and subscribe on the said Writ or Warrant of Execution
the Words following —

"By Virtue of the within Writ of Execution to me directed
"I did on the 6th September 1786 Seal one Garden Ground
"commonly called the Banyan's Garden said by the Com-
"plainant to be the Property of the Defendant but by Vir-
"tue of an Order from the Honble the Mayor's Court Dated
"the 28th July 1786 I have caused the Seal to be taken there-
"from — Thomas Ledsham Deputy Sheriff" And the
same being so written and subscribed he did on the fourth
Day of August last past present the same to this Honble
Court as his Return of the said Writ or Warrant but
this Honble Court judging that such Endorsement did
not contain a Return Sufficiently formal and certain
they were pleased to order that the same be given back to
the Sheriff and that he be allowed a further time till next
Court Day to make a regular Return thereof whereupon
the said Deputy Sheriff on the eleventh day of the said Month
of August did indorsed and subscribe an amended or second
Return on the said Writ in the Words and Figures follo-
"within Writ of Execution to me directed I caused applica-
"tion to be made to the Compt. to shew the Goods and Chattles
"of the Defendt He said that he know of no Goods and
"Chattles the Property of the Defendant and therefore re-
"turns no Goods & Chattels of the Defendant to be found —
"Thomas Ledsham Deputy Sheriff" — Which said second
Return this Honble Court having considered as informal
did order that the same be given back to the Sheriff and that he be
allowed a further time of one Week to make a Regular Return
thereof, Your Orator sheweth that from the wording of the
said Amended or second Return Your Orator evidently perceived
that the said Palamony Goormootiah must have been ill advised
and desirous of doing an Injury to Your Orator by imposeing
his Credit and Responsibility in asserting that your Orator
had no Goods or Chattles And Your Orator having after the
said eleventh Day of August now last past heard it rumou-
red that the said William Jones then Sheriff of Fort St. George
Madonspatnam and the Districts thereof had intended to
make a Return on the said Writ that no Goods and Chattles
of Your Orator were to be found did on or about the thirteenth
day of the said Month of August subscribe a Letter addres-
sed unto the said William Jones in the Words and Figures
following to wit "To William Jones Esquire Sheriff of
"Madonspatnam, Sir I have been informed some ill designed
"Person have spread a Report that all my Property is mort-
"gaged and have induced some of the Gentlemen of the
Mayor's

„Mayor's Court to write you so, In order to contradict such false
„Reports and to do myself Justice I now send to you one Bill
„of Sale from Mr. Popham to me for Ground purchased to
„the Amount of ..... 750 Ps
„One Do. from Sakis Satur ..... 2360. Ps
with the other deeds belonging thereto
„and I shall send You this Morning or to Morraw
„a Bill of Sale made to me of one House in the Black Town for 450 — — —
3560. —
„It is now in Mr. Shaw's Office making out in his Register Books.
„The about are my own individual Property as purchased by me and
„fue from any Mortgage Incumbrance whatever — I have beside
„a considerable Property which I inherit from my Family,
„however I hope you will consider the above Property to the
„Amount of 3560 as sufficient to prevent your making a
„Return" that I have no Goods and Chattles" I have the honor
to be Sir, Yr. very obedt. Servt. S. C. Kistnamah Your Orator —
Sheweth that he went in person to the Dwelling House of
said William Jones with the said Letter and the Title Deeds
mentioned therein with an Intent to deliver the same into the
hands of the said William Jones but the said William Jones
refusing to come out and speak to Your Orator he sent the said
Letter and Title Deeds into the Room where the said William
Jones was and the said William Jones returned the Title Deeds
by the Servant who tooke them from Your Oratore but he kept
your Orator's said Letter — Your Oratore sheweth that notwith-
-standing the said William Jones had been so warned as a
foresaid and altho' he well know also that Your Orator

in his Godowns or Stores situate in the same Street where the
said Thomas Ledshom the Deputy Sheriff lived and opposite
to the very House of the said Thomas Ledsham sundry Bales
of Tobacco to a larger Amount than the sam mentioned in the
said Writ or Warrant of Execution of which Your Orator
verily believes and therefore Margeth that the said William
Jones was fully informed by the said Thomas Ledshom
and altho the said William Jones was also well informed
that the Furniture in the Dwelling House of Your Orator
situate also in the same Street with the said Thomas
Ledsham was worth much more than the Amount
specified in the said Warrant of Execution nevertheless
the said William Jones in full Knowledge of the Pre-
-mises and also of the Nature of his Duty which re-
-quired a Seizure of any Effects be their Value wer so
small before a Return could be regularly made that
no Goods or Chattles were to be found and altho the said
William Jones well know that Your Orator did every
day make use of his on Palinquin and Flackery which
with the Bullocks thereunto belonging were Your Orator's
property and were seizable and ought to have been seized
under and by Virtue of the said Writ of Execution before
such Return ought to have been so made the said Willm.
Jones obstinately and wilfully persisting in a wanton
Line of Conduct to the Prejudice of Your Orator did in
own hand writing write and subscribe the said Return

under date the Eighteenth day of August last past on the said Writ or Warrant of Execution in the Words and Figures following to wit "18th August 1789 No Goods & Chattles to be found William Jones Sheriff which said Return having been so made as aforesaid this Honble Court at the Instance of the said Valamoory Goormootiah were pleased to grant a Warrant of Commitment to the said Sheriff to seize the Body of Your Orator wheresoever he shall be found in the Districts of the said then Sheriff and to keep Your Orator in safe Custody so as to bring him before this Honble Court on the Twenty fifth day of the said Month of August as by the Copy thereof hereunto Annexed Marked B for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint may appear the Original being among the records of this Honble Court which Writ having issued and being in the hands of the said then Sheriff and the said then Sheriff having expressly declared that under what he had conceived and understood to be his duty he could not receive Payment of the said Debt or Costs in Satisfaction of the said Warrant of Commitment the same being as he pretended against the Body of Your Orator Your Orator was obliged to confine himself to his House in Order to avoid the Shame and Disgrace of being taken Prisoner and Confined in the Town Jail to which

Confinement in his own House as aforesaid Your Orator, was obliged to submit until after the day of the Return of the said Warrant of Commitment to wit after the Twenty fifth day of the said Month of August being Seven days and upwards by which Confinement Your Orator hath been much injured in his Credit and Reputation and been impeded in the Management of his said Ventership of Beetle and Tobacco and in his Commercial Concerns generally and in Order to manifest to this Honble Court have obstinat want on causeless and premaditated as well as illegal the Conduct of the said William Jones hath been in making his said Return in manner aforesaid Your Orator chargeth that the said William Jones having been Ten Years in the Civil Service of the said United Company under their said Presidency of Fort Saint George was well informed of the general situation of Your Orator as an Individual in the said Presidency of Fort Saint George, and he was also well informed of Your Orator having been at the time such Return was made by the said then Sheriff as aforesaid the Beetle and Tobacco Farmer for Your Orator chargeth that the said William Jones did when in his Office of Sheriff by the said Thomas Ledsham as his Deputy Sheriff require Your Orator to serve good Beetle and Tobacco to the Prisoners in the Goal of Madrospatnam aforesaid and the said William Jones was also well informed that Your Orator as the Beetle and Tobacco Farmer

under date the Eighteenth day of August last past on the said Writ or Warrant of Execution in the Words and Figures following to wit "18th August 1789 No Goods & Chattles to be found William Jones Sheriff which said Return having been so made as aforesaid this Honble Court at the Instance of the said Valamoory Goormootiah were pleased to grant a Warrant of Commitment to the said Sheriff to seize the Body of Your Orator wheresoever he shall be found in the Districts of the said then Sheriff and to keep Your Orator in safe Custody so as to bring him before this Honble Court on the Twenty Fifth day of the said Month of August as by the Copy thereof hereunto Annexed Marked B for the Inspection of this Honble Court and prayed by Your Orator to be taken as part of this his Bill of Complaint may appear the Original being among the Records of this Honble Court which Writ having issued and being in the hands of the said then Sheriff and the said then Sheriff having expressly declared that under what he had received and understood to be his duty he could not receive Payment of the said Debt or Costs in Satisfaction of the said Warrant of Commitment the same being as he pretended against the Body of Your Orator Your Orator was obliged to confine himself to his House in Order to avoid the Shame and Disgrace of being taken Prisoner and Confined in the Town Jail to which

Confinement in his own House as aforesaid Your Orator was obliged to submit until after the day of the Return of the said Warrant of Commitment to wit after the Twenty Fifth day of the said Month of August being Seven days and upwards by which Confinement Your Orator hath been much injured in his Credit and Reputation and been impeded in the Management of his said Partnership of Beetle and Tobacco and in his Commercial Concerns generally and in Order to manifest to this Honble Court how obstinate and unreasonable as well as illegal the Conduct of the said William Jones hath been in making his said Return in manner aforesaid Your Orator charges that the said William Jones having been Ten Years in the Civil Service of the said United Company under their said Presidency of Fort Saint George was well informed of the general situation of Your Orator as an Individual in the said Presidency of Fort Saint George, and he was also well informed of Your Orator having been at the time such Return was made by the said then Sheriff as aforesaid the Beetle and Tobacco Farmer for Your Orator charges that the said William Jones did when in his Office of Sheriff by the said Thomas Leedham as his Deputy Sheriff require Your Orator to farm the said Beetle and Tobacco to the Prisoners in the Goal of Madras aforesaid and the said William Jones was also well informed that Your Orator as the Beetle and Tobacco

Farmer was in Possession of the said Tobacco and Bottle in the Godowns or Stores aforesaid and that the same or Parts thereof were daily moved therefrom for the purpose of supplying the Retail Consumption of Madras and that your Orator was also in Possession of a House furnished as aforesaid and of a Palenquin and Hackery with Bullocks and other Conviniences of daily use and that your Orators said House had in it Filligree Work done to the Amount of One thousand and Five hundred Star Pagodas and that the Furniture altogether of your Orators House may at a fair and Moderate Valuation be estimated at Five Thousand Star Pagodas or Four Thousand Pounds Sterling William Jones the said late Sheriff was well informed that the said House, Furniture Palenquin, Hackery and Bullocks were stuck and kept in the Street where your Orator and the said Thomas Ledsham the Deputy Sheriff to the said William Jones then lived and still continues to live and which Street is called or known by the Name of Sunkaramahs Street being the Name of the Accounts of your Orator who hath many Houses therein the Property of himself and Family And your Orator Sheweth that he hath been informed and therefore further charges that the said William Jones was specially apprized of all or most of the above Circumstances by the said Thomas Ledsham and was also apprized by him that the very Receipt for the Amount of the Monthly Rent of the Four Goal Debtors which the said William Jones countersigned as Sheriff before and Since the time of the Return of the said Warrant of Execution in Order that your Orator might Obtain payment thereof from the Government of Fort Saint George was for the Rent of the House heretofore the Property of Agawilly Sature and afterwards of his Brother Sankis Sature and Since purchased by your Orator and there and now the property of your Orator and the very same House of which your Orator tendered the Bills of Sale to the said William Jones as about stated and your Orator charges that the said Thomas Ledsham not withstanding the said William Jones thereof but being conscious of the Premises did for that Reason refuse to make the Return as from himself that there were no Goods and Chattles of your Orator to be found whereupon the said William Jones came into this Honble Court on Tuesday and make the said Return on the day aforesaid and in manner aforesaid to wit on the Eighteenth day of the said Month of August last past and that no Goods and Chattles were to be found and your Orator Sheweth that at the moment the said Return was about to be made or delivered into Court the said William Jones was again warned of his duty by being reminded of the Existence of the said Settled Bills and their being again tendered to him in open Court at-

at the Instance of Your Orator and with a Vica to prevent the said William Jones from making such illigal Return and to prevent the Injury which has followed therefrom to Your Orator and Your Orator further chargeth that during the time the said William Jones acted as Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof to-wit from the Twentieth day of December which was in the Year of Our Lord One Thousand Seven hundred and eighty Eight unto the Eighteenth day of this Instant December no Returns were made of Writs in this Hon'ble Court by the said William Jones in Person save and except this Return so as aforesaid made by him against Your Orator And Your Orator hath been informed and therefore chargeth that before he made such Return as aforesaid he was indemnified by Valamoory Goormoo-teah or the said Cola Ravanapah Brother and Heir of the said Cola Moderamah or by some other Person or Per-sons at the Instance of them or one of them or of some other Confedirates or Confiderate against the Credit and Reputation of Your Orator And that having been so indemnified and being minded and desirous to injure Your Orator he made his Return in manner aforesaid &c was thereby also the Occasion of Your Orator being con-[illegible] to this House in manner aforesaid and [illegible]

time aforesaid which acts of the said William Jones being contrary to Law and having injured Your Orator very much in his Credit and Reputation and conse-quently in his fortune Your Orator doth charge the said William Jones therewith to the Value of Twenty five Thousand Star Pagodas Current Mo-ney of Madras making in Sterling Money of Great Britain at the rate of eight Shillings the Pagoda the same of Ten Thousand Pounds To the end therefore that the said William Jones the late Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof may be Decreed to pay unto Your Orator the said Sum of Twenty five thousand Star Pagodas as Damages unto Your Orator for such wanton and illigal Conduct and that the said William Jones may also be Decreed to pay all Costs of this Suit.

May it please this Hon'ble Court to Cause the said William Jones the late She-riff of Fort Saint George Town of Madras-patnam and the Districts thereof to be Summo-ned 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 prefixed and appointed then and there to Answer the 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.

Popham
Atty for Compt.

24th December 1789

This Bill was shewn to me between the days of adjournment, let a Summons issue Returnable by next Court day.

Vint. Corbett
Mayor

By the Mayor's Court at Madraspatnam

By the Mayor's Court

L.S.

Whereas it appears to this Court by Inspection of a Decree in this Court and the Proceedings thereon, that Sunnoo Chinna Listnamah Chitty of Madras Merchant was adjusted and decreed to pay to Vencata Narrapah of the same place the Sum of 1136 Pag.s D 35 Fan.s as a Debt due to the said Vencata Narrapah together with the Sum of 25 Pag.s and 8 Fan.s for Costs of Suit which the said Sunnoo Chinna Listnamah Chitty hath not hitherto done, These are therefore to require You without delay to levy or cause to be Levyed the said Debt of 1136 Pag.s 8 35 Fan.s and the Sum of 25 Pag.s 8 8 Fan.s for Costs of Suit of the Goods and Chattles of the said Sunnoo Chinna Listnamah Chitty and to that end if necessary you are to cause Sale to be made of such Goods and Chattles and to have the Money before the Mayor's Court at eight of the Clock of the Forenoon on the Twenty ninth day of September next to render the said Debt and Costs to the said Vencata Narrapah and to render the Overplus if any be to the said Sunnoo Chinna Listnamah Chitty Given under the Hands and Seals of Robert Ewing Esquire Mayor of Madraspatnam, and Mr. Wm. Webbe one of the Aldermen of Madraspatnam and under the Seal of the said Court this 29th day of Augt. Anno Domini 1786.

To the Sheriff of Fort St. George
Madraspatnam and the Districts

James Taylor
Regr.

Robt. Ewing
Mayor of
Madraspatnam

L.S.

Wm. Webb
one of the Aldermen
of Madraspatnam

L.S.

true Copy
Gr. Taylor
Dept. Regr.

Endd By Virtue of the within Writ of Execution to me directed dated 29th Septr. I did on the 2nd Inst. arrest the Body of the Defendant by Virtue of an Order from the Honble the Mayor's Court dated the 28th July 1789 - have Caused the Seal to be taken thereof from the Goods and Chattles of the Defendant and returned no Goods and Chattles of the Defendant to be found

Thos. Ledsham
Deputy Sheriff

Returned 11 August 1789

By Virtue of the within Writ of Execution to me directed dated 29th Septr. I did on the 2nd Inst. arrest the Body of the Defendant by Virtue of an Order from the Honble the Mayor's Court dated the 28th July 1789 - have Caused the Seal to be taken thereof from the Goods and Chattles of the Defendant and returned no Goods and Chattles of the Defendant to be found

Thos. Ledsham
Deputy Sheriff

A

18th August 1789
No Goods & Chattles to be found
William Jones
Sheriff
1st Septr 86. Sealed one Garden Ground
Commonly called Banyan's Ground
a True Copy
Popham

Suncoo Chinna Kistnamah Chitty

B

By the Mayor's Court at Madraspatnam

Whereas it appears to this Court by a Warrant of Execution granted to You on the 29th day of August 1786. to levy the sum of 1576 Pagodas and 3 fanams out of the Goods and Chettles of Suncoo Chinna Kistnamah Chitty of Madras Merchant for Debt and Costs to Vencata Narnapah of the same Place and by Your Return thereon, that no Goods nor Chettles to be found within Your District now the Court being willing that compleat Justice be done to the said Vencatanarnapah and that the said Vencatanarnapah be satisfied his full Debt and Costs the Court doth therefore require and command you to take the Body of the said Suncoo Chinna Kistnamah Chitty wheresoever he shall be found in Your district, and You are to keep him in safe Custody so as you may have him before this Court on the 25th day of this Instant at eight of the Clock in the Forenoon to satisfy the said Vencatanarnapah the said Sum of 1576 Pags and 3 fanams the said Debt and Costs, at which time and place You are also also to have this precept Given under the Hands and Seals of William Webb Esquire Mayor of Madraspatnam and of Mr Edward Gerrow one of the Aldermen of Madraspatnam and under the Seal of the said Court, this 18th day of August Anno Domini 1789.

To the Sheriff of Fort St George
Madraspatnam and the districts thereof
James Taylor
Regr

Wm Webb Mayor of Madraspatnam (L.S.)
E. Garrow one of the Alderman of Madraspatnam (L.S.)

True Copy
Ge Taylor
Depy Regr

a True Copy
Popham

Filed the 6th March 1790

The Answer of William Jones late Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Defendant to the Bill of Complaint of Suncoo Chinna Kistnamah Chitty 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

Exception to the many Errors untruths uncertainties and Imperfec-
-tions in the Complainants said Bill of Complaint Contained
for Answer thereunto or unto so much thereof as he this De-
-fendant is advised doth material Concern him to make
answer unto he this Defendant Answering, Defendeth
the force and Injury by the Complainant in his said Bill
complained of, and saith, that the Complainant ought not
to have his said Action against this Defendant Because
it appears that the Matters and things wherewith this
Defendant is charged in the said Bill, he is so charged with as
having done in the same by Virtue of, and in his Capacity of
Sheriff and he denies that the Complainant is thereby any
way injured And this Defendant by way of further Answer
saith that he doth not know that the Complainant and his
Father and family have been respectable and Considerable
Merchants at Madras from the first Settlement of the En-
-glish on the Coast of Coramandel to the present time or that
they have had very extensive dealings, to every large amount,
with the Representatives of Madras of the United Compa-
-ny of Merchants of England Trading to the East Indies, or
with different English and other Merchants or that the
same as far as relates to the said pretended dealings, with
the said united Company is recorded in their Books of Consulta-
-tion at this Presidency of Fort St. George and that the same
as well as the dealings of the Complainant and his Family
with the different Merchants at Madras and elsewhere
is well known to the Inhabitants at large of Fort St. George
Town of Madraspatnam and its Neighbourhood Chiefly

and other Dependencies, as well as at many other Ports and
Colonies on this Coast of Coramandel and else where in India
And this Defendant saith, that he doth not know that several
of the Complainants Ancestors by reason of their unimpeached
Character and good Conduct as Merchants or Inhabitants of
Madras, and their uniform attatchment to the Interest of
the said United Company in any matters of importance, wheir
Interest were at any time involved, have had the Confidence
of the Governors and other principal Representatives of the
said united Company at Madras aforesaid, and full and
extensive Credit with the several Merchants of reputs thereof
as well as elsewhere in India — And this Defendant saith
that he doth not know and of course doth not admit that
the Complainant being as aforesaid will known to be a
person of Family Character and Credit or of punctu-
-atily in his dealing was, therefore approved in the Year
of our Lord One Thousand Seven hundred and Eighty
seven as the fittest person to be intrusted with the
r[illegible]ting their Beetle and Tobees Farm, altho the Com-
-plainant may have received a Cowle or Grant from
the Government of Fort Saint George for the term of
five Years commencing from the first day of August
One Thousand [illegible]ven hundred and Eighty seven and
ending in the [illegible] month which will be in the Year
of our Lord One Thousand Seven hundred and Ninety
two — And this [illegible]fendant saith that it is very unim-
-portant to the [illegible]sent Acting, whether the Complt. [illegible]
hath —

hath Stipulated to pay for the same to the Government of Fort Saint George, the several Sums at the several term by him setforth, nor hath the same, nor the pretended Character the Complainant hath assumed to himself, any thing material with the merits of this Cause, which this Defendant saith doth mark a litigious and vexatious disposition, and by no means to arise from motives of Necessity or a more design to seek Redress for a Real Injury, but on the Contrary the whole of the said action shews a Vindictive disposition to harrass and perplex this Defendant for acts legally done by him during his Shrievalty, and which he was forced by the duty of his Office to do, at the instance of the party to whom this Honble Court had Awarded their Judgement and Decree, and who in consequence had obtain Coercive Writ of this Honble Court to quelite execution, and the said action seems merely calculated with a malicious View in the Complainant to Vindicate himself thereby from the Reflections that he may have drawn upon himself for not having done But on the Contrary Refusing to do, that Justice he was in Conscience bound, until he was thereto compelled by a Writ of Caution against his person.—

And this Defendant Saith that it may be true that the Complainant was indebted unto Valamoory Vencatanarrapah since Deceased in the Year One Thou-

obtaining the said Cowle in the Sum of One Thousand one hundred and Twenty nine Pagodas and fourteen Fanams upon Bond, for the Recovery of which Sum the said Valamoory Vencatanarrapah commenced an action in this Honble Court, and that the Complainant having by his Attorney confessed the Debt, a Decree passed against him the said Complainant on the Fifteenth day of the said Month of August, and in Fourteen days afterwards as the Complainant had Refused to pay the money thereby Decreed and no Appeal being Lodged therefrom, a Warrant of Execution was ordered to issue, and that the same did accordingly issue under the Seal of this Honble Court, bearing date the Twenty Ninth day of the said Month of August directing the Sheriff to levy of the Goods and Chattels of the Complainants a sufficient Sum to satisfy the said Decree and the Costs attending the same— And this Defendant doth admit that Thomas Ledsham named in the said Bill of Complaint did on the first day of September in the year aforesaid, at the instance of the said Complainant Valamoory Vencatanarrapah seal a certain Garden Ground commonly called the Bangan's Garden, but this Defendant doth not know that the same is the property of the Complainant altho' the same might have been shewn to be so, by the said Valamoory Vencatanarrapah— This Defendant saith that he doth not know that the Complainant and his ancestor

have

have always been considered as Heads of the Banyan Cast, but on the Contrary this Defendant saith that he hath heard that their having been, and now being Heads of the said Cast is a Matter of dispute among the people of the said Cast — This Defendant saith that he has heard that the Members of the said Cast did perform their Rites and Ceremonies in the said Gardin — But this Defendant doth not know that the same was by the acquiescence thereto of the Complainant and his ancestor from the Year of Christ One Thousand seven hundred and Eighty four — and this Defendant doth not know that One Cola Moodooramah commonly called Singanah Chetty one of the Banyan Cast & Since Deceased did then combine and confederate with some other Banians to support and maintain an independant Right and Title in the Banyan's Cast to the property of the said Gardin — Nor doth he know whether they or the Complainant had not made any buildings or laid out any Money in permanent improvements therein — Nor doth he know that the Complainant and his Ancestors had discharged the principal part of the Current Expenses of the said Gardin and the Charity houses therein — And this Defendant saith that he hath heard that the Complainant with a Vien to disprove such Right in the said Banyan Cast, and otherwise to establish a Right and Claim in the said Garden to himself, did suffer the said

this Defendant doth not know that the said Complainant so did as the only means whereby the Title thereof could Come under legal discussion or that he did not pay off his said Debt to the said Valamoory Veneatanarnapah with the Vien of suffering the said seizure to effect those means — This Defendant saith that he doth not know whether the Complainant was at all times well enabled to pay the said Debt — But if he was so enabled and that his declining so to do, arise from the design of trying his said pretended Title to the said Gardin by means of the Seizure thereof, this Defendant saith that the said means were very illegal, and in no sense Answerable to those distinguished marks of unblimished Ancestry and personal honor and integrity the said Complainant hath assumed to himself in his Bill, as an enducement with this Honble Court to Consider him not only as a person in such affluent Circumstances as to be enabled to fulfill every engagement, but one also of the strictest honor in the discharge of them, and tenderly apprehensive of any imputation to the Contrary — And this Defendant saith that it may be as the Complainant hath set forth that the pretended Confederate of the said Cotta Moodooramah would

not permit a Sale of the said Gardin to be made by the Sheriff as the property of the Complainant — And the Complainant might also know, that they would file a Petition to this Honble Court claiming a property therein on behalf of the said Banyan Cast — And this Defendant hath heard that there was a Petition filed on Behalf of the said Cast and that the Complainant did put in his Answer thereto, which might have been exchanged in the said Bill on the Twenty Ninth day of May One Thousand seven hundred and eighty seven — This Defendant hath also heard that the said Valamoory Vincatanarnapah hath departed this life, and that he might so die on or about the time mentioned in the said Bill in the Year of our Lord One Thousand seven hundred and eighty eight — And this Defendant saith that he hath heard that Valamoory Goormootiah did Obtain Letters of Administration to the Estate and Effects Rights and Credits of the said Valamoory Vincatanarnapah as his adopted Son and heir — And this Defendant saith that the said Valamoory Goormootiah did as Administrator as aforesaid abandon his Claim of payment of the aforesaid Debt and Decree in favor of the said Testator in his life time, against the said Complainant, under the Seizure of the said Gardin, declining to establish the Complainants pretended Claim and Right thereto for such Just Reason and upon such professional —

Justify him in so doing, and did therefore by his Attorney pray this Honble Court that the Seal thereof upon the said Banyan Garden by the said Deputy Sheriff on the first day of September One Thousand seven hundred and Eighty six might be taken off, and the Writ of Execution returned in this Honble Court, and which was so done on or about the Twenty eight day of July last past And this Defendant doth admit that the said Deputy Sheriff did make the same or some other Returns of the said Writ of Execution as set forth in the said Bill and this Defendant saith that the Seals having been taken off as aforesaid from the said Banyan Garden at the instance of the said Valamoory Goormootiah this Defendant saith that the said Valamoory Goormootiah not pointing out to him or the said Deputy Sheriff any other Goods as the property of the said Complainant, he this Defendant could not seize any other Goods, as his the Complainants property, at the instance of any other person And this Defendant saith that he did apply to the said Valamoory Goormootiah to point out to him the property of the said Complainant, but the said Valamoory Goormootiah did absolutely refuse to shew him any, whereof he could make Seizure, but on the Contrary did inform this Defendant by his Attorney at Law that he would not be responsible for or maintain any Right in the Complainant to any property which he the Defendant might Seize as his the said Complainants and the said Valamoory Goormootiah did actually by his —

Defendant a Letter in writing in the following Words and Figure, To Wit

To William Jones Esqr.
Sheriff &c. &c.

Vencat Naranpah Chitty
vers
Suncoo Chinna Kistnamah Chitty

Sir

Take Notice that we inform You on the part of Valamory Gooromorty Administrator to the above named Complainant, that he knows of no Goods and Chattles the property of the abovenamed Defendant, nor will he litigate any Suit that may be brought for any property you may seize, said to belong to the Defendant but in such Case do hold and Consider You as responsible for any such act.

Fort St. George
4th August 1789 –

We are Your ht. Servt.
J Stuart hall
G. Chalmer: Attys for Complt.

Which Conduct this Defendant saith, the said Valamoory Goormoortiah might be resolved in form the delay and litigation he found upon his Obtaining Administration to the Estate of the said Valamoory Vencatanarnapah and to withdraw himself therefore from a conviction of the unjustice and illegality of continuing the Contention of the Banyan Garden as the property of the Complainant, as well as from the inefficacy of his so doing, as a means to obtain what was due to his Intestate

having then remained unsatisfied since the fifteenth day of August one Thousand seven hundred and Eighty six —— And this Defendant further saith that the Complainant did write a Letter to him of the purport of the Copy of that which is annexed to the Complainants Bill, but that at the said Valamoory Goormoortiah had declined to shew any property belonging to the Complainant and having declared that he would not support any property Seized under the said Writ of Execution, as the property of the Complainant, and Because that this Defendant was before informed that the Seizure of the Banyan's Garden as the property of the Complainant under the said Execution had been effected and brought about by the Complainant, with a view of trying a pretended Title thereto, and to delay the payment of a Just Debt, this Defendant did not think it safe for him to suffer himself to be inveigled into the Confederacies of the Complainant by Seizing of property that was not shewn to and warranted by the said Valamoory Goormoortiah the Defendant and more especially as the said Complainant had before To Wit sometime in the Year One Thousand seven hundred and Eighty four Seized the said premesses or Banyan Garden or procured the same to be Seized under a Warrant of Execution to satisfy a Decree against him at the

by the said person aforenamed on Behalf of Banyan Cast in like Manner as the Seizure now made had been contested — And further more particularly, because altho' the said Valamoory Goormoortiah had caused the Seals of the Sheriff to be with drawn from the said Banyan Garden the said Complainant was then meditating and as this Defendant was informing had actually taken Stepts towards another or a third Seizure of the Banyans Garden for the purpose of inforcing by any means his pretended Title thereto by consenting to another Suit to be instituted against him for that purpose, by One Vencataramiah And this Defendant sheweth that he did Actually receive information thereof from Mr. Henry Du Puy Atty at Law on behalf of Butchoo Tomby Chitty Butchoo Vencataroyaloo Chitty and other heads of the Banyan Cast, wherein this Defendant was threatned with a prosecution in Case he Seized the said Premisses again, as may appear by the Copy of the following Letter to Wit.

To William Jones Esqr.

Sheriff of Madraspatnam

Sir

Butchoo Tomby Chitty, Butchoo Vencataroyaloo Chitty, Coparthy Dutchanno moorty Chitty Galoodoo Cundapah Chitty, Coopaloor Ramah Chitty, and others, Heads of the Banian Cast at Madras, have retained me for the purpose of giving you Notice — That, Suncoo Chinna Kistnamah Chitty, hath confederated with One Venc

Mayor's Court, to enter a prosecution against the said Suncoo Chinna Kistnamah Chitty for obtaining a Judgment and Execution, by Virtue of which, they mean to induce you to seize upon certain premisses in the Black Town known and commonly called the Banians Garden, the united property of the Cast, and used by them, as such, time out of mind, in the performance of certain Religious Rites — under pretence of the same being the private property of Suncoo Chinna Kistnamah Chitty, and in the design of compelling the Banian Cast to enter into a litigation, to repell this intended Seizure, in Support of their Rights; and in no Sense to Answer the legal purposes of a Writ of Execution, which is to enform a Just Decree of Court, instead of which the high Trust of your Office is intended, to be used, as a means of grounding a Vexations Suit, instituted by Litigious Spirited men; I have given you this detail of the mischievous use that is meant to be made of your Authority as Sheriff, without consideration in the controvers of it, that they thereby draw you into their confidency, regardless of the Consequences to which your Subject yourself by so doing, so that they may obtain you as an instrument in their unjust Views. —

I cannot give you a more sufficient instance of the design, of Sooncoo Chinna Kistnamah and his Confederates, being only to disturb the Cast in the possession of their right in this Ground, than by informing you, that two ineffectual Seizures have been already made of it, One so long back as Mr. Kingscotes' Shrewalty, And, that the last was, the

Administrator, form a Conviction of its having been illegal-
ly made —

Having been thus for Candid with you, I pre-
sume I may, without further Reserve, in from you on behalf
of may Clients, before named, that in Case of any Seizure being
made at the instigations I have warned you of that they are
advised to commence an Action against you as Sheriff, for
a forcible Entry and detainer, for the Repossession of their
Right, and Recovery of every damage and Injury that
may Reselt from the dispossession of it by your Seizure.

I shall be happy to communicate with
you on the Subject, and to give you every further informa-
tion Respecting it, in my power, which, I doubt not, from
the Instructions I have been furnished with, will be suf-
ficient to induce you, at least, to look out for some other
property, or fall upon another means of giving a sanc-
tion to this intended Execution, than those that will be
the beginning of strife instead of the ending of it. —

I am
Sir
Your Obed.t Servant
Hy Dieu Pier

3.rd August 1789. —

And this Defendant from the aforegoing Circum-
stances and from the Conduct of the Complainant there-
in, he was advised that he would not be secured in sei-
zing any property at the [illegible]

in all probabilety have been the means, however undesig-
nedly of desing an act of injustice towards the said Valamoo-
ry Gooroomoorteah by delaying him in the Recovery of his
Debt under the Decree of this Hon.ble Court or of finding
himself involved in a Law Suit, sett up by the Complai-
nant, or by some other persons of the Complainants
procuring against him for that purpose — And this
Defendant saith that the Complainant was not in-
jured by his not seizing the Stones the Complainant
pretends he had on Godowns in the Same Street with the
said Thomas Ledsham, nor because he did not Seize sun-
dry Bales of Tobacco. And because he did not seize the
furniture in the dwelling house of the said Complai-
nant, which dwelling house as also Sundry other Hou-
ses nominally the property of the Complainant this
Defendant was informed and doth believe were at
that time actually Mortgaged — And this Defendant
saith that he doth deny that the Complainant was
or could be injured by his not Seizing the premisses
pointed out to him as the property of the Complainant,
by the Complainant himself — Because he was not
bound to take any direction from the Complainant
in Respect thereto — But from the Debtor only at
whose instance the said Warrant issued and this De-
fendant saith that by not seizing any Effects under
the said Warrant if there were any that could legally

by seized to levy the said Debt upon — The said Debtor is the only person who could in that case be injured if any person was or could thereby be injured — And this Defendant therefore saith under the Circumstances of the Case and as the Debtor or Defendant was so far from Warranting this Defendant in any seizure under Colour of the property of the Complainant or indemnifying this Defendant for so doing this Defendant was justified in the return he made of on Goods and Chattels — And this Defendant saith that in Consequence thereof a Warrant of Commitment did issue to seize the Complainant's Body — which was directed to this Defendant as Sheriff as aforesaid — And this Defendant doth deny that the Complainant did tender payment of the Debt and Costs in satisfaction of the said Warrant of Execution of course this Defendant could not refuse to accept the same — And this Defendant saith that it is mere pretence and misrepresentation in the Complainant setting forth that in Order to avoid the Shame and disgrace of being taken prisoner and confined in the Town Jail he was obliged to confine himself to his own house because, it appears by the Complainant's Bill that he therein declars he was at all times well inabled to pay off this Debt, but that instead of doing so he suffered the Seizure of the Banyan's Garden as a means of introducing a discussion into this Honble Court of his pretended Ch[illegible]

pay off the said Debt when he was inabled so to — That the Confinement to his own House to avoid an Arrest was a Voluntary Confinement and of course he cannot be allowed to charge another with his own act, because he could not be injured by it and if he was not able to pay it — the necessity of the Writ is Evident, and if he was not, the assertion that he was, is convicted to be untrue —

This Defendant therefore denies that the Complainant was injured in his Credit and Reputation and impeded in the Management of his Retership of Betle and Tobacco or in any of his pretended Commercial Concerns, but if at all by his own act by contumaciously refusing to pay the Amount of the said Decree as he says he was well inabled to do —

And this Defendant doth deny that his Conduct in the matters charged against him by the Complainant was wanton Canseless or premeditated or in any sense illegal — as this Defendant had no Concern or interest in the Complainants paying or refusing to pay the said Money, further than as he was interested in the Execution of the Writs of this Honble Court in that Manner that he found and was advised to be most expedient and necessary to avoid delays and being involved in difficulty and litigation in the execution of a troublesome and responsible Office — And this Defendant saith altho' he might have been ten years in the Honble Companys Civil Service — He

as an Individual in the Presidency of Fort St George that could induce him to act otherwise than he did, but on the Contrary this Defendant saith that he was informed that the Complainant had been in litigation ever since the year One Thousand seven hundred and Eighty four in Consequence of the Seizure of the Banyans Garden he had procured to be made by this Defendant's predecessors in the Office of Sheriff — and he had every just reason to apprehend that the Complainant had a design to betray him into an Act that would not only render the said Execution ineffectual but which might in all probabilety involve herein a Law Suit —

— And this Defendant absolutely denyeth that he was indemnified by Valamoory Groormoortiah or the said Cola Ravanapah Chitty or by any person or persons whatever from making the said Return of the said Warrant of Execution — But on the Contrary the said Valamoory Groormoortiah did require of this Defendant to make the Return thereof which he did and did absolutely refuse to indemnify this Defendant for executing the same upon any Goods pretended to be the property of the Complainant — And this Defendant lastly saith that he denies that the Complainant is injured by his being compelled by the legal means of the Warrant of Commitment directed to this Defendant as Sheriff to pay the amount of the said Decree And doth maintain that the Injury to the Supposed Credit and Reputation of the Complainant is calculated from motives of litigiousness and Vexation and from Vendictive Spirit arising from his disappointment as being obliged by legal means to do what he ought freely and Voluntarily to have done and performed —

All which Matters and things this Defendant is ready and willing to over maintain and prove as this Hon'ble Court shall direct and humbly prays to be hence dismissed with his resonable Costs and Charges in this behalf most wrong fully sustained —

Hy Dickens
atty Defendt

Filed the 20th April 1790

The Replication of Sunka Chinna Kistnamah Chitty — Complainant to the Answer of William Jones — Defendant —

This Repliant saving and reserving to himself now and at all times hereafter all and all manner of Benefit and Advantage of Exception to the manifold Errors Insufficiencies and Uncertainties in the Defendants said Answer contained for Replication there-

he ought to reply unto Saith that he will aver maintain and prove the several Injuries charged by this Repliant in his said Bill of Complaint to have been unto him by the Defendant in manner as the same are so charged by this Repliant and that the Defendant by his said Answer hath in no wise justified himself for his Conduct in the Premises And for further Replication this Repliant Saith that he will in due time prove to the Satisfaction of this Honble Court all such Matters and Things which he hath set forth in his Bill of Complaint as any wise tend to establish the Credit Character and Reputation of this Repliant and his Family and he will also prove that the Defendant knew of this Repliants being the Bottle Farmer and as from the Defendants Rank in the Service of the said United Company under this said Presidency of Fort Saint George he ought to know and this Repliant hath been informed he did know the Particulars of this Repliants Case as stated in this Repliants said Bill of Complaint and of Course this Stock of Bottle and Tobacco which of necessity this Repliant might always to have in his Possession This Repliant hopes that this Honble Court will perceive that the Injury done to this Repliant hath been wanton and premeditated on the Part of the Defendant and an evident Breach of his Duty as Sheriff of Fort Saint George Town of Madraspatnam and the Districts

always been considered as the Heads of the Banyan Cast — and that it is by his and their Sufferance the Rites of the Banyans have been performed in the said Garden and that notwithstanding Insinuation of the Defendant in his Answer to the contrary this Repliant had always been able to pay the said Debt to the said Velamcory Venkatanarnapah or to his Administrator, and that his real Inducement in not paying the same was as stated in the said Bill of Complaint — This Repliant Saith that the Pretences of the Defendant as stated in his Answer respecting the said Velamcory Goonnoo tiah not knowing of any Property of this Repliant cannot be pleased by this Defendant in Justification of himself which he was in his own Person as Sheriff in Possession of the Fact as charged by this Repliant in his Bill of Complaint namely of this Repliant being the Proprietor of the Town Goal for which the Defendant Countersigned as Sheriff the monthly Charges of this Repliants in order to enable this Repliant to receive the same from the said Governor of Fort Saint George and as to the Letter of Henry Dudley as set forth by the Defendant the same hath not any Thing to do with the present Cause of Action which doth not arise from the Defendants Refusal to seize the said Banyans Garden but from his wantonly assuming to himself to pretend that this Repliant had no Goods or Chattles in spite of all that hath been stated by this Repliant to have been

thereto — This Repliant saith that his Object respecting the beging the Title to the said Banyan Garden was not defeated except by the Return of the said Writ into this Honble Court under which the said Banyan Garden had been seized and on the same Day the said Writ was so Returned the wanton Injury was effected by the Defendant to this Repliant by indorsing on such Writ "No Goods & Chattles to be found" and thereby subjecting this Repliant to a Warrant of Commitment against his Person while he had so much other Property which might have been seized, and ought to have been seized by the Defendant as an Act of Duty as Sheriff especially as having been in the Knowledge of this Repliant having such Property and being also warned thereof by this Repliant as charged in the Bill of Complaint. —

All which Matters and Things this Repliant is Ready and willing to aver maintain and prove and therefore prays as in and by his Bill of Complaint he hath already prayed. —

Popham
Atty for Repliant

Filed the 25th May 1790

The Rejoinder of William Jones late Sheriff of Fort Saint George Town of Madras patn

to the Replication of Suncos Chinna Kistnamah Chitty of Madras 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 untruths Insufficiences and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto saith that he will Aver maintain and prove all and Singular the Matters and things Contained in this Defendants Answer to be good Certain True and Sufficient in the Law to be Rejoinder unto in such manner and form as the same are therein and thereby Setforth and Alledged and that the said Replication is very untrue Evasive and insufficient for this Defendant to make any farther or other Answer thereunto except what is hereafter inserted in this his Rejoinder and this Defendant again absolutely Denies to stand Indebted unto the said Complainant in the Sum Sued for as is most unjustly Setforth and stated in the said Complainants Bill of Complaint and in his Replication —

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. —

Hy Du Puy

Filed 25th Jany 1798.

To the Honble the Mayors
Court at Madraspatnam

Between Sunka Chinna
Vistnamah Chitty of Madras
Merchant Complainant and
William Jones Esquire late
Sheriff of Madraspatnam and
the Districts thereof Defendant.

Exceptions of the said Defendant to the Interrogateries and Depositions produced and taken on Behalf of the said Complainant.—

First — The said Defendant doth except to the Second Interrogatory and to the Depositions taken and made thereto by Jangamal Chitty, Vencataramiah and Soobrayalee Chitty, because the said Second Interrogatory is leading and doth point out that side of the question that the said Witnesses are required to Answer.

Second — The said Defendant doth except to the said Second Interrogatory and the Deposition taken and made thereto by the said Jangamah Chitty Vencataramiah and Soobrayalee Chitty, because the same are impertinent to the matter in Issue before this Honble Court, the Respectability and Credit of the Complainant and his family or the Contrary, not being Requisite in the Law to be given in Evidence in Order to support his Right of action or

as much as this Defendant would in that Case be equally entitled to give in Evidence that the Complainant and his family were not persons of Respectibility or Credit, which, if admitted to obtain as the practice of the Court, would be productive of Scandal and defamation, depending on private Opinion or Resentment, offensive and insulting to their dignity and irrelevant of the purposes of Justice.

Third — The said Defendant doth except to the Third Interrogatory and to the Deposition taken and made thereto by William Balfour Esq[r] as impertinent and irrelevant of the matters in Issue in this Cause.—

Fourth — The said Defendant doth except to the fourth Interrogatory and to the Deposition taken and made thereto by Mootoo Moodeliar as impertinent and irrelevant of the matters in Issue in this Cause.—

Fifth — The said Defendant doth except to the Fifth Interrogatory and to the Deposition taken and made thereto by Pullian Chitty and Venatachellum Chitty as impertinant and irrelevant of the matters in Issue in this Case.—

Sixth — The said Defendant doth except to the Sixth Interrogatory and to the Deposition of Venacataramiah taken and made thereto because the said Sixth Interrogatory is leading and doth point out that side of the question that the said Witness is required to give Evidence unto.—

Seventh Interrogatory and to the Deposition of the said Vencatara-miah taken and made thereto becase the said Interrogatory and the said Deposition do not go to the attestation of what he knows but, that only which he hath heard —

Eighth . . . . . The said Defendant doth except to the Eighth Interrogatory and to the Deposition of Vencatarvaraniah taken and made thereto because the said Eighth Interrogatory is leading and doth point out that side of the question that the said Witness is required to give Evidence unto —

Ninth . . . . . The said Defendant doth except to the Seventeenth Interrogatory and to the Deposition of Thomas Ledsham taken and made thereto because the said Seventeenth Interrogatory is leading and doth point out that said of the question that the said Witness is required to give Evidence unto —

Tenth . . . . . The said Defendant doth except to the said Seventeenth Interrogatory and to the Deposition taken and made thereto by the said Thomas Ledsham as impertinent and irrelevant of the Matters in Issue in this Cause —

Eleventh . . . . The said Defendant doth except to the Eighteenth Interrogatory and to the Deposition of the said Thomas Ledsham taken and made thereto, because the said Eighteenth Interrogatory is leading and doth point out that side of the Question that the said Witness is required to give evidence unto —

Twelfth . . . . The said Defendant doth except to the said Eighteenth Interrogatory and to the Deposition tak

impertinent, and irrelevant of the matters an Issue in this Cause —

Thirteenth . . . . The said Defendant doth except to the Twenteeth Interrogatory and to the Deposition of the said Thomas Ledsham taken and made thereto because the said Twenteeth Interrogatory is leading and doth appoint out that side of the Question that the said Witness is required to give evidence unto —

Fourteenth . . . . The said Defendant doth except to the said Twenteeth Interrogatory and to the Deposition taken and made thereto by the said Thomas Ledsham as impertinant and irrelevant of the matters in Issue in this Cause —

For all which Causes and Reasons this Defendant doth except to the aforesaid Interrogatories and Depositions, and because it is evident that the said mode of Obtaining Evidence by Interrogatories that lead to partial Answers, is unfair and contrary to practice, and because by the said Interrogatories to matters that are foreign and impertinent to the matter in Issue, this Defendant is put to great Charge and Expense of taken out Copies of the same and of the Depositions thereto — This Defendant doth therefore pray that the aforegoing Interrogatories and Depositions herein excepted to, may be suppressed and not be allowed to be read at the hearing of this Cause and that the Complainant may be directed to pay the Charges of the Copies of the said Interrogatories and Depositions paid to the Examiner and also all Costs of these Exceptions —

Hy Dee Pdy

Filed the 22d March 1791

To the Honble the Mayors Court at Madraspatnam

Between Suncoo Chinna Kistnamah Chitty of Madras Merchant Complainant and William Jones Esquire late Sheriff of Madraspatnam and Districts thereof Defendant

The Answer of the said Complainant to the Exceptions of the Defendant taken to the Interrogatories and Depositions of the said Complainant.

This Respondent in Answer to the said several Exceptions saith as follows and first this Respondent to the first Exception of the said Defendant saith that the Exception of the Defendant to the second Interrogatory on the Part of this Respondent and to the Depositions taken thereto as made by Jungamah Chitty Vencataramiah and Soobrayaloo Chitty ought and to be Received and taken as good and valid in the Law because this Respondant saith that the said Second Interrogatory is not leading nor doth it point out that side of the Question which the said Witnesses are required to Answer any further than what is necessary and agreable to Law

To the second Exception this Respondent saith that the said second Interrogatory and the Depositions taken and made thereto by the said Witnesses ought to be Allowed because they are not impertinent to the Matter in Issue before this Honble Court because this Respondent saith that the establishing the Respectibility of him this Respondent as to his Credit and the Character of himeself and Family is in the present Instance requisite and Necessary in as much as with other Circumstances it tends in shew the Impropriety of the Defendant in his Conduct towards this Respondent

To the Third Exception this Respondent saith that the Third Interrogatory and the Deposition made thereto by William Balfore Esquire ought to be allowed because they are not impertinent nor irrelevant to the Matter in Issue before this Court because the Evidence of the said Witness to the said Interrogatory tends to stablish this Respondent's Credit with respect to his being punctual in his Payment

To the Fourth Exception this Respondent saith that the Fourth Interrogatory and the Deposition taken and made thereto by Mostoo Moodeliar are not impertinent nor irrelevant of the matters in Issue in this Cause because they tend to establish that the Defendant know the Situation of this Respondent and his Corrent Stock in the Article of Beetle, which the Defendant should beene sevied and sold instead of returning the Warrant of Execution" No Goods and

and Chattles"

To the Fifth Exception this Respondent saith that the Fifth Interrogatory and the Deposition taken thereto by Balliah Chitty ought to be allowed because they are not irrelevant or impertinent to the matter in Issue in this Cause because the Evidence of of this Witness to this Interrogatory tends to substantiate the Right of this Respondent to the said Bungaroo's Garden

To the Sixth Exception this Respondent saith that the sixth Interrogatory and the Deposition taken thereto by Venkataramiah ought to be allowed because the said Interrogatory is not leading nor doth it point out that side of the Question which this Witness is required to give Evidence unto any further than what is usual and is the practice of every Court either of Law or Equity

To the Seventh Exception this Respondent saith that the Seventh Interrogatory and the Deposition made thereto by the last Witness which altho the same doth not go to the attestation of what he knows to be the fact yet they ought to be allowed because in some Measure they tend to shew that the Charge of this Respondent of the Defendants being

did not proceed altogether from a groundless Surmise or Suspicion — besides this no ground of Exception to a Deposition to state that it doth not go fully to establish the Point in question — Such Observation is more proper in a pleading to shew that no Weight ought to be given thereto

To the Eighth Exception this Respondent saith that the eighth Interrogatory and the Deposition made thereto by the last Witness ought to be allowed for the Reasons given in Answer to the Sixth Exception

To the Ninth Exception this Respondent saith that the Seventeenth Interrogatory and the Deposition taken and made thereto by Thomas Ledsham ought to be admitted upon the Grounds and Reasons given in Answer to the Sixth and last Exceptions

To the Tenth Exception this Respondent saith that the said Seventeenth Interrogatory and the Deposition taken and made thereto by the said Thomas Ledsham is not impertinent nor irrelevant of the Matters in Issue in this Cause because the Evidence of the said Thomas Ledsham tends to shew that the said Defendant conferred with Rawanapah the avowed Enemy to this Respondent and took or asked for his Indemnity respecting his Conduct as Sheriff in the Premises

To the Eleventh Exception this Respondent saith

and made thereto by the said Thomas Ledsham ought to be allowed because the said Interrogatory is not leading any further than what is and always has been allowed in all Courts.

To the Twelfth Exception this Respondent saith that the said Eighteenth Interrogatory and the Deposition taken and made thereto by the said Thomas Ledsham is not impertinent to the Matters in Issue in this Cause because the Evidence of the said Thomas Ledsham tends to Shew the Connection and intercourse between the said Defendant And the said Ravanapah in all matters respecting the Premises.

To the Thirteenth Exception this Respondent saith that the Twentieth Interrogatory and the Deposition of the said Thomas Ledsham taken and made thereto ought to be allowed because the said Interrogatory is not leading nor doth paint out that Side of the Question that the said Witness Thomas Ledsham is required to give Evidence into any further than what is allowable in every Court.

To the Fourteenth Exception this Respondent saith that the said Interrogatory and the Deposition taken and made thereto by the said Thomas Ledsham are not impertinent nor irrelevant of the Matters in Issue

knowledge of this Respondent having a floating Property or Current Stock in Beetle which the Defendant as Sheriff should have Seized.

For all which reasons this Respondent hopes that this Hon'ble Court will be pleased to throw out the Exceptions of the Defendant and Order him to pay the full Costs thereof.

Pophom
Atty for Respondent

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 Suneoo Chinna Kistnamah Chetty is Complainant and William Jones late Sheriff of Fort St George Town of Madraspatnam and the Districts thereof 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 Title of these Interrogatories

you so known them, or either and which of them Declare

Ball Kistniah Chitty
+ Jemgamah Chitty
+ Veneataramiah
+ Soobaryaloo Chitty
& Ramajiv Pundat

This Interrogatory suppressed by order of Court at the hearing on the 3rd May 1791.
G. Taylor Regr.

... 2nd. were you or were you not acquinted and do You or do You not Know or have You or have You not heard that the Complainant and his Father and Family have been respectable and Considerable Merchants from the first Settlement of the English on the Coast of Coromandel to the present time and do You or do You not know that the Complainant and his Father and Family have had very extensive dealings to a very large Amount as will with the Honble Company as with different English and other Merchants on the Coast of Coromandel and else where in India — Do You or do you not know or Have you or have You not heard that the Complainant and several of his Ancestors have been in the immidiate Confidence of the Governors and the Principal Representatives of the said Honble Company and have been intrusted by them in various matters of very great importance — If Yea do you or do you not Know or have You or have you not heard that the Complainant and his said Ancestors have Constantly transacted such matters of importance which have intrusted to them by the said Governors and others with the utmost Fidelity ability and punctuality to the [illegible]

to the Satisfaction of their Employers and in Consequence thereof were or were not the Complainant and his Ancestors Considered as some of the most respectable Native Merchants in the Settlement. —

X

To William Balfour Esqure

This Interrogatory suppressed by order of Court at the hearing on the 3rd May 1791.
G. Taylor Regr.

... 3rd. were you or were You not Secretary to the Bord of Revenue, if yea, did or did not the Complainant receive as Cowle or Grant from the Government of Fort Saint George for Renting their Beetle and Tobacco Farm for the Term of Five years or for have long and was or was not the said Farm to Commence from the first day of August One Thousand Seven hundred and Eighty Seven — Did or did not the Complainant according to the Condetion of the said Cowle or Grant Pay into the Treasury of the said Board of Revenue the monthly Rent in advance, and did You or did you not as Secritary to the said to the said Board of Revenue Grant Receipts for the said Different Payments and did or did not the Complainant make such monthly Payments regularly or how otherwise, Declare. —

X Mootoo Moodeliar

This Interrogatory suppressed by order of Court at the hearing on the 3rd May 1791.
G. Taylor Regr.

... 4th. — Were You or were you not the Complainants Dubash or Confidential Servant to manage the Business of the Beetle and Tobacco Farm If Yea Did or Did not the Defendant when Sheriff of the Town of Madraspatnam and the Districts thereof send for You to till your Master the Present Complainant

to Serve out good Beetle to the Prisoners in the Geal of Madraspatnam otherwise that he the said Defendant as Sheriff would make a Complaint to the Government against the Complainant and did you or did you not deliver the said Message to the Complainant — Did or did not the Defendant some time afterwards Send for the Complainant If yea Did you or Did you not go with him to the Defendants House and Were you or were you not present when the Defendant and the Complainant had a Dispute for not serving good Beetle to the said Prisoners relate how such Dispute arose and what passed at the time —

X Palliah Chetty
X Veneatachellum Chetty
This Interrogatory Suppressed by Order of Court at the hearing on the 3d May 1791.

G. Taylor Regr.

5th — Were or wer not the Complainant and his Ancestors always Considered as Heads of the Banyan Cast If yea did they or did they not in all Disputes Ceremonies and Functions act as such to the whole Banian Cast till the year of Christ One Thousand Seven hundred and Eighty four and Did or Did not One Colla Moodooramah Commonly Called Singanah One of the said Banian Cast in the said Year One Thousand Seven hundred and Eighty four or when else Cause a Revolution in the said Banian Cast in Consequence of a Dispute respecting the Right and Title of a Gardin Commonly Called the Banians Garden — Did you or did you not hear or have you or have you not always understood that the said

ancestors and that by their Consent the Rites and Ceremonies for the Members of the said Banian Cast were performed in the said Garden or how otherwise Declare —

X Veneataramiah . . . 6th — Have you or have you not and has or has not your Father been in the service of the Complainant and his Father and Grand Father as Conicopolies or keepers of Accounts and are you or are you not internately acquinted with his Affairs, and are you or are you not to this time in the Complainants Employ and are you or are you not entrusted with the Complainants Books of accounts and other dealings from the tim you entered into his Service to the present hour If yea, Do you or do you not Know that in the month of August One Thousand Seven hundred and Eighty Nine a Warrant of Commitment was issued from the Honble the Mayor's Court against the Complainant at the Suit of Veneatanarnapah. If yea was or was not the Complainant at that time possessed of Several Houses and Lands to a very Considerable Mount and what will be the Amount of Such Houses and Lands and were or were not Such Houses and Lands free from any Mortgage or other Incumbrance whatever in the said Month of August One Thousand Seven hundred and eighty nine or did you wer hear that the said Houses and Lands were at any time before or Since under any

relate whether the Town Jail and the Ground which the Complainant brought from Stephen Popham were under any mortgage or incumbrance whatever — Did or Did not the said Complainant besides the said Houses and Lands — possess also Tobacco — Silver Utesils House Hold Furniture and Jewels to a very Considerable Amount and also a Palenquin and Hackary and Bullocks and what was the Value of those Articles and were or were not the said Articles and each of them free from any Mortgage or Incumbrance whatever at the time the Commitment was out —

X

To Ditto ..... 7th — Had you wer and If yea when any Conversation with any Servant or Writer and who by name belonging to the Defendant Respecting the Matters in dispute between the Complainant and Defendant If Yea relate the whole thereof —

This Interrogatory suppressed by order of Court at the hearing on the 3rd May 1791

G. Taylor Regr.

Veneatanarsoniah & Coopiah ..... 8th ... Were you or were you not Conicapolies or managers in the service of the Complainant in the month of August which was in the Year of Christ One Thousand Seven hundred and Eighty nine or when else — If yea were you or were you not entrusted with the Tobacco in the Store or Godown Situated in Suncoorramah's Street and did or did not Thomas Ledsham the Deputy Sheriff live in the same Street and almost opposite to the said Tobacco Stores and did or did not the Value of the said Tobacco

This Interrogatory Suppressed by Order of Court at the hearing on the 3rd May 1791

G. Taylor Regr.

to above Five Thousand Pagodas or to what other Amount and do you Know or have you heard that the said Tobacco was under any Mortgage or Incumbrance whatever — was or was not the Tobacco which was then and is generally put into the said Store or Godown for daily Retail use and if yea, is it or is it not — Constantly Carring out therefrom to the Several Retail Godowns and Shops in the Black — Town of Madras — were you or were you not at the Complainants Servants, always in possession in the of the Keys of the said Store or Godown —

Thomas Ledsham ... 9th — Were you or were you not Deputy sheriff of Fort St George Town of Madraspatnam and the Districts thereof from the Twentieth day of December which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight unto the Eighteenth day of December which was in the year of Our Lord One Thousand Seven hundred and Eighty Nine and was or was not the Defendant Sheriff during that Period —

To ... Do ... 10 ..... During the time of the Defendants Sheriffalty did he or did or not return in Person in the Mayor's Court the Warrant of Execution issued in the Cause of Valamoory Geormoortiah Administrator of the Estate and Effects of Valamoory Veneatanarnapah against the above named Complainant Endorsed thereon — 18th — August 1789 — No Goods and Chattles to be found William Jones Sheriff — and was or was not such return the only one made by the said Defendant in Person during his whole Sheriffalty — If not Say how many and what other Returns he made during

To ... Do ... 11th Previous to his making such return did You or did You not make two different Returns in the said Suit into the Mayor's Court the one under date the Eighteenth day of July which was in the year of our Lord One Thousand Seven hundred and Eighty Nine and the other on the Eleventh Day of August in the same year, and were or were not both the said Returns Considered as irregular and the Writ returned to You each time to make a better or more regular return of the said Writ of Execution — If yea why did you not make a return in the same and the like manner as was made by the Defendant —

To ... Do ... 12th Hand You or had you not some Conversation with the Defendant as to the Property of the Complainant and did you or did you not State to the Defendant the impropriety of making a Return "no Goods and Chattles" when you know the Complainant had property sufficient to buy the Amount of the said Execution against him at the said Suit of the said Valamoory Goormoortiyah and what did the Defendant say to you upon that occasion —

To Do ... 13th ... Did you or did you not positively refuse to return the said Writ of Execution "no Goods and Chattles" and did or did not the said Defendant thereupon say "Then Ledsham I will go into Court and return it myself" or words to that Effect, and if yea relate to the best of your Present recollection the words the Defendant —

Called Suncooramah Street, have you or have you not understood that Sunkaramah was the name of the Great Grand Father of the Complainant and that the Street was so Called after him and do You or do You not know that the Complainant lives in the said Street and that most of the Houses therein, are the Property of the Complainant and his Family, if not say what number of Houses he and his Family possess in that Street and whether he has or has not a Store or Godown therein Opposite Your dwelling House or near thereunto — wherein he keeps Tobacco for his daily Retail as Beetle and Tobacco Farmer — If yea, what is the Amount of Such Retail Stock according to Your best opinion and Judgment, does or does not the Complainant keep a Palinquin and Hackary and Bullocks and is or is not his dwelling House in the said Street furnished with a Sett of Fillagree work to a very Considerable Amount — If yea to what Amount? Is or is not the said House furnised with Ivory Chairs, Europe Looking Glasses and other Expensive Articles to a very Considerable Amount — Is or is not the Amount in Value of all such Furniture near the Sum of — Ten Thousand Pagodas or of not what other Sum —

To ... Do ... 15th Was or was not the Amount of the said Execution against the said Complainant at the Suit of the said Valamoory Goormoortiah the Sum of One Thousand One hundred and thirty six Pagodas and thirty Five Fanams Debt and Twenty [illegible] Fanams for Cash of Suit or what other

Sum — does or does not the Town Jail for Debtors belong to the Complainant If yea what do you think to be the Value Wereof Did or Did not the Defendant as Sheriff Countersign the Monthly Bills of the Complainant of the Rent thereof in Order that the same might be received by the Complainant from the Government of Fort Saint George and was or was not such monthly rent to the Amount of thirty Five Pagodas or for any other and what Sum —

To ... Do ... 16th Did you or did you not relate all or most and which of the several particulars above Stated respecting the Complainants Property to the Defendant and did you or did you not remonstrate to him fully thereon and — argue on the impropriety of Making a Return "No Goods and Chatels" Against the Complainant on the Execution in the said Cause Against him at the Suit of Valamoory Goormoortiah —

To ... Do ... 17th Do you or Do you not know that the late Moodooramah, alias Senganah, Deceased and his Brother Ravanapah now of Madras Dubash have been at Variance for Some Years with the Complainant and do you not also know that the said Ravanapah encouraged the said Valamoory Goorooomoortiah in Causing his attorney to take the Seals from the said Banyan's Garden and to press the return of the Writ of Execution to be made "No Goods and Chatels" —

This Interrogatory suppressed by Order of Court at the hearing on the 3d May 1791 —
G. Taylor Regr

To ... Do ... 18 ... Was or was not Henry Du Puy One of the Attornies of this Honble Court the ...

relating to his Sheriffalty and did or did not the Defendant while Sheriff always Consult with the said Henry Du Puy in all matters which related to his Office of Sheriff —

To ... Do ... 19th ... Did or Did not the said Defendant till you One day in the House of the said Henry Du Puy or else that unless he was indemnified he would not make the Return "No Goods and Chatels" in the said Cause of Valamoory Goormoortiah against the Complainant and did you or did you not understand that the said Ravanapah was the Person whom the Defendant expected to be the security or Indemnity to him for all Damages or Costs which might be adjudged Against the Defendant for making such return and had you or had you not any and what Conversation with the said Defendant or with Ravanapah thereon or had they not some Conversation with each other If yea relate what passed in your presence between the said Defendant Henry Du Puy and Ravanapah or any two of them respecting the said matters —

To ... Do ... 20th Did or Did not the Prisoners in the Town Jail make some Complaint to the Defendant as Sheriff that the Beetle was indafferant and did they or did they not request the Sheriff to Complain to Government against the Complaint on that Account, If yea, Did or Did not the Defendant send for the Complainant and speak to him thereon — If yea relate the whole that passed from the ... Complaint was made until the matter

This Interrogatory suppressed by order of Court at the hearing on the 3d May 1791 —
G. Taylor Regr

was finally adjusted —

To all the Witnesses — 21st — Do you know or 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 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 —

Popam
Atty for Compl.t

Mayors Court at
Madraspatnam

Between Sancoo Chinna Kistnamah Chitty Complainant and William Jones late Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Defend.t

On the Part of the Complainant —

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

Jemgamah Chitty a Merchant of Madras Aged forty four years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the twelveth Day of November — One Thousand Seven hundred & Ninty Signified at the Office of Mr. Servent who also left him a Note of the Name Title & Place of Abode of the said Deponent & afterwards on the same Day being Sworn & Examined Deposethe as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Suncoo Chinna Kistnamah Chitty in this Cause, and that he hath so known him from this, the Complainant's Infancy — & that he doth know the Defendant William Jones in this Cause, and that he hath so known him four or five Years — and more he saith not to this first Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith, that he was acquainted, & doth know & hath heard, that the Complainant & his Father & family have been respectable & considerable Merchants, from the first Settlement of the English on the Coast of Coromandel to the present time — & further saith, that he doth know & hath heard, that the Complainant & his Father & family have had very extensive dealings to a very large amount, as well with the Honble Company, as with different English & other Merchants on the Coast of Coromandel & else where in India. This Defendant saith, that he knows & hath heard, that the Complainant & several of his Ancestors have been in the immediate confidence of the Governors & other principal Representatives of the said Honble Company, & have been entrusted by them in various matters of very great importance. This De-

This Deposition suppressed by order of Court at the hearing on the 3d May 1791 — G. Taylor Regr

Complainant & his said Ancestors have constantly transacted such matters of importance which have been intrusted to them by the said Governors & others with the utmost fidelity, ability, & punctuality, to the satisfaction of their Employers & in consequence thereof, — This Deponent saith, that the Complainant & his ancestors were considered, as some of the most respectable Native Merchants in this settlement — and more he saith not to this or to the last Interrogatory

Joseph Shawe

Exmr.

Mayors Court at

Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant and William Jones late Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Defendt.

On the Part of the Complainant —

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

Vencataramiah Hamalder of Madras Aged thirty two Years or thereabouts — being produced as a Witness in this Cause On the

August One Thousand Seven hundred & Ninty Signefied at the Office of Mr. Henry Du Puy who is attorney for the Defendant by Casavah my Servent who also left him a Note of the Name Title & 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 Suncoo Chinna Kistnamah Chitty in this Cause, & that he hath so known him about twenty four Years — but that he does not know the Defendant William Jones in this Cause — and more he saith not to this first Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith, that he doth know & hath heard that the Complainant, his Father & family, how been respectable & considerable Merchants from the first settlement of the English on the Coast of Coromandel to the present time & further saith he doth know that the Complainant & his father & family, have had very extensive dealings to a very large amount as well with the Honble Company, as will different English & other Merchants on the Coast of Coromandel & elsewhere in India

This Deposition suppressed by order of Court at the hearing on the 3d May 1791 — G. Taylor Regr

This Deponent saith, he knows & hath heard that the Complainant and several of his Ancestors have been in the immediate confidence of the Governors & other principal Representatives of the said Honble Company, & that they have been intrusted by them in various matters of very great importance & further saith, that he doth know & hath heard, that the Complainant & his said Ancestors have constanly transacted such matter of important which have been entriested to them by the said Governors & others, with the utmost fidelality, ability, and punctuality to the satisfaction of their Employers, & in consequence thereof, this Deponent saith, that the Complainant & his Ancestors were considered as some of the respectible Native Merchants in the Settlement — and more he saith not to this Second Interrogatory. —

6th To the Sixth Interrogatory this Deponent saith, that his father had been in the service of the Complainant & his father, & Grand father, as Conicoply or keeper of Accounts & further saith, that he is intimately acquainted with his Affairs This Deponent saith, that he is at this time in the Complainant Employ — & that he is intrusted with the Complainants Books of Accounts & other dealings from the time he [illegible]

he doth know that in the month of August One Thousand Seven hundred & Eighty Nine, — a warrant of Commitment was issued from the Honble the Mayor's Court, against the Complainant at the suit of Vencatanarnapah — & further saith, that the Complainant at that time — was possessed of several houses & Lands to a very considerable amount — & says, that the Amount of such houses & Lands amounted to about thirty to forty Thousand Pagodas — & that such houses & Lands were free from any Mortgage or other Incumbrance whatever, in the said Month of August One Thousand Seven hundred & Eighty Nine. This Deponent saith, he hath never heard that the said houses & Lands were at any time before or since, under any Mortgage or Incumbrance whatever — & in particular says, that the Town Jail & the Ground which the Complainant bought from Stephen Popham, were not under any mortgage or incumbrance whatever — & further saith that the Complainant besides the said houses & Lands, did possess also Tobacco, Silver Utensiles, house hold furniture, and Jewels to a very considerable amount; & also a Palanquen & Hackery & bullocks — & Says that the value of those articles, was from ten to fifteen Thousand Pagodas — & that the said Articles & each of them, were free from [illegible] whatever at the time

the Complainant was out — and more he saith not to this Sixth Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent saith, that at the time, the warrant of commitment aforementioned was returned to Court, this Deponent had a conversation with a Servant Named Vencataramiah Pundot belonging to the Defendant, respectively the matters in dispute between the Complainant & the Defendant — when this Deponent took occasion to comment on the impropriety of the Sheriffs conduct in returning the Warrant into Court — Signifying, no Goods or Chattles to be found — & at the same time, intimated, that it was the Complainant's intention to file a Bill of Damage against the Sheriff, for his unjust proceedings — In answer to which the aforementioned Vencataramiah Pundat, observed, that his Master the Sheriff, would not have made such a return to the Court, had he not obtained an Indemnification, from some one or other — and more he saith not to this, or to the last Interry. —

This Deposition is supposed by order of Court at the hearing on the 3rd May 1791 — R. G. Taylory Regr.

Joseph Shawe
Exr.

Vencataramiah

Mayor's Court at Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant & William Jones late Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Defendant —

On the Part of the Complainant

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

Soobaroyaloo Chitty — Dubash 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 tenth Day of September One Thousand Seven hundred & Ninty Signified at the Office of Mr. Henry Du Puy who is attorney for the Defendant by Casavah my Servent who also left him a note of the name Title & Place of Abode of the said Deponent and afterwards On the same Day being Sworn & Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Suncoo Chinna Kistnamah Chitty in this Cause, & that he hath so known him about thirty years — & that he doth know the Defendant William Jones in this Cause, & that he hath so known him about five or Six Years — and more he saith not to this first Interry. —

2nd ..... To the Second Interrogatory this Deponent saith, that he is acquainted & doth know, & hath heard, that the Complainant & his Father & family, have been respectable & considerable Merchants —

Merchants from the first Settelment of the English on the Coast of Coromandel, to the present time, & further saith, that he doth know & hath heard, that the Complainant & his father & family, have had very extensive dealings to a very large amount as well with the Honble Company, as with different English & other Merchants on the Coast of Coromandel & else where in Judea. This Deponent saith, that he doth know & hath heard that the Complainant & Several of his Ancestors have been in the immediate confidence of the Governor & other principal representatives of the said Honble Company, & have been intrested by them in various matters of very great importance — & further saith, that he doth know & hath heard that the Complainant & his said Ancestors have constantly transacted such matters of importance which have been intrusted to them by the said Governors & other with the utmost fidelity, ability & punctuality, to the satisfaction of their employers, & in consequence thereof, the Compl.t & his ancestors were considered as some of the most respectable Native Merchants in this settlement — and more he saith not to this or the last Interrogatory

This Deposition supposed by Order of Court at the hearing on the 3rd May 1791 — G. Taylor Reg.

Mayor's Court at Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant & William Jones late Sheriff of Fort Saint George Town of Madraspatnam & the Districts thereof Defend.t

On the Part of the Complainant

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

Mr. Will.m Balfour Senior Merchant on his Establishment Aged thirty Years or there abouts being produced as a Witness in this Cause On the Part of the Complainant was on the twenty eighth Day of August One Thousand seven hundred & Ninty Signified at the Office of Mr. Henry DuPuy who is Attorney for the Defendant 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 & Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith, that he doth know the Complainant Suncoo Chinna Kistnamah Chitty in this Cause, & that he hath so known him from the Year One thousand Seven hundred & eighty Seven — & that he doth know the Defendant Will.m Jones in this Cause, [illegible] Seven or eight Years — and

more he saith not to this first Interrogatory —

3d ..... To the third Interrogatory this Deponent saith, that he was secretary to the Board of Revenue at the time the Complainant received a Cowle or Ground from the Government of Fort St. George, for renting their Beetle & Tobacco from for the term of five Years — & further saith, that the said from was to Commened from the first day of August One Thousand Seven hundred & eighty Seven — This Deponent saith, that the Complainant did according to the condition of the said Cowle or Grant, pay into the Treasury of the said Board or Revenue the Monthly rent in advance — & further saith, that as Secretary to the said Board of Revenue, he did grant receipts for the said different payments — This Deponent saith, that the Complainant did make such monthly payments in the most punctual manner — and more he saith not to this, or to the last Interrogatory —

Wm Balfour

Joseph Shawe
Esq.

This Deposition Suppressed by Order of Court at the hearing on the 3d May 1791 —
G. Taylor
Regr.

Mayor's Court at
Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant and William Jones late Sheriff of Fort Saint-

and the Districts thereof Defendant —

On the Part of the Complainant

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

Mootoo Moodeliar Dubash to the Beetle & Tobacco farms of Madras Aged tirty three Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the seventh Day of August One Thousand seven hundred and Ninty Signified at the Office of Mr. Henry Du Puy who is Attorney for the Defendant — by Casavah my Servent who also left him a Note of the Name Title & 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 Suncoo Chinna Kistnamah Chitty in this Cause, and that he hath so known him about three Years — & that he doth know the Defendant William Jones in this Cause, & that he hath so known him about the same time — and more he saith not to this first Interrogatory —

4th ..... To the Fourth Interrogatory this Deponent saith, that he has was, & still remains as the Complainant's Dubash or Confidential Servant to manage the business of the Beetle & Tobacco farms — & further saith, that the Defendant when Sheriff of the Town of Madraspatnam & the Districts thereof

sent for him to tell his Master the present Complainant to serve out good beetle to the Prisoners in the Goal of Madras-patnam, otherwise that he the said Defendant as Sheriff, would make a Complaint to the Government against the Complainant. This Deponent saith, that he did deliver the said Message to the Complainant — & further saith, that some time afterwards the Defendant did send for the Complainant. This Deponent saith, that he did go with him, the Complainant to the Defendants House — & further saith, that he was present when the Defendants & the Compl.t had a dispute for not serving good Beetle to the said Prisoners. This Deponent saith, that the purport of the Dispute, relative to the delivery of Beetle of an Inferior Quality to the Prisoners — that the Complainant simply replied, that the beetle in question, was such as he usually gave to his Customers, & that if the Defendant thought he had grounds for Complainant, begged that he would prefer the Same to the Governor & Council — & more he saith not to this or to the last Interrogatory —

This Deposition suppressed by Order of Court at the hearing on the 3rd May 1791
C. Taylor Reg.r

Joseph Shawe
Ex.r

Mayor's Court at
Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant and William James late Sheriff of Fort-Saint George Town of Madras-patnam and the Destricts thereof Defendant —

On the Part of the Compl.t

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

Pulliah Chitty of Madras Merchant 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 August One Thousand Seven hundred and Ninty Signified at the Office of Mr. Henry DuPuy who is attorney for the Defendant by Casavah my Servent who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards One the Same Day being Sworn & Examined Deposeth as followeth —

1st. To the first Interrogatory this Deponent saith, that he doth know the Complainant Suncoo Chinna Kistnamah Chitty in this Cause, & that he hath so known him from his, the Complainants In-

William Jones in this Cause and more he saith not to this first Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that the Complainant & his Ancestors were always considered as heads of the Banyan Cast & further saith, that they did in all disputes, ceremonies & functions act as such to the whole Banian Cast till the Year of Christ One Thousand Seven hundred & eighty four. This Deponent saith, that and Colla Moodoorammah commonly called Singanh, one of the said Banian Cast, did in the said Banian cast, in consequence of a dispute respecting the right & title of a Garden commonley colled the banian's Garden — & further saith, that he hath heard & always understood, that the said Garden was the property of the Complainant & his Ancestors, & that by their consent the rites & ceremonies for the Members of the said Banian Cast were performed in the said Garden — and more he saith not to this or to the last Interrogatory —

This Deposition suppressed by Order of Court at the hearing on the 3d May 1798 —
G. Taylor Regr.

Joseph Shawe

Mayor's Court at Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant and William Jones late Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Defendt.

On the Part of the Complainant —

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

Vencatachellum Chitty Shoorff 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 Second Day of September One Thousand Seven hundred and Ninty Signified at the Office of Mr. Henry Du Puy who is Attorney for the Defendant by Casavah my Servant who also left him a Note of the Name Title & Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examind Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Suncoo Chinna Kistnamah Chitty in this Cause, & that he hath so known him about thirty Years — but that he does not know the Defendant William Jones in this Cause, and more he saith not to this first Interrogatory —

To the fifth Interrogatory this Deponent saith, that

the Complainant & his Ancestors were always considered as Heads of the Banyan Cast — & further saith, that they did in all disputes, Ceremonies & Functions act as such to the whole Banian Cast till the year of Christ, One Thousand seven hundred & eighty four. This Deponent saith, that one Colla Moodooramah commonly called Singanah one of the said Banian Cast, in the said Year One Thousand seven hundred & eighty four, did cause a Resolution in the said Banian Cast, in consequence of a dispute respecting the right & title of a Garden commonly called the Banian Gardin — & further saith, that he knows & hat always understood that the said Garden was the property of the Complainant & his Ancestors, & that by their consent, the Rites & Ceremonies for the Members of the said Banian Cast were performed in the said Garden — and more he saith not to this or the last Interrogatory —

Joseph Shawe
Ex.r

Copy Sent by

This Deposition suppressed by Order of Court at the hearing on the 3.rd May 1791
G. Taylor
Reg.r

Mayor's Court at Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Jones late Sheriff of Fortsaint George Town of Madraspatnam & the Districts thereof Defendant —

On the Part of the Complainant —

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

Vencatanaraniah Conicoply 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 Seventh Day of August One Thousand Seven hundred and Ninty Signefied at the Office of Mr. Henry Du Puy who is Attorney for the Defendant by Cosavah my Servant who also left him a Note of the Name Title & Place of Abode of the said Deponent & afterwards On the Same Day being sworn and Examined Deposeth as followeth —

7.th To the first Interrogatory this Deponent saith, that he doth know the Complainant Suncoo Chinna Kistnamah Chitty in this Cause, & that he hath so known him about twelve years — but that he does not know the Defendant William Jones in this Cause — and more he saith not to this first Interrogatory —

8.th To the Eighth Interrogatory this Deponent saith, that he was Conicoply in the Service of the Complainant in the month of August, which was in the Year of Christ One Thousand seven hundred & eighty Nine — & further [illegible] contrested with the Tobacco in the

store or Godowns situated in suncooramah's Street. This Deponent saith, that Thomas Ledsham the Deputy Sheriff did live in the same street, and almost opposite to the said Tobacco Stores — & further saith, that the value of the said Tobacco which was contained in the said Store or Godowns, amounted to upwards of Five thousand Pagodas, & that the said Tobacco was not under any Mortgage or Incumbrance whatever. This Deponent saith, that the Tobacco which was there & is generally put into the said Store or Godown for daily Retail Use is constantly carried out therefrom, to the several Retail Godowns & Shops in the Black Town of Madras — & further saith, that as the Complainant's servants, he was always in possession of the keys of the said store or Godown and more he saith not to this or to the last Interrogatory —

Joseph Shawe
Ex.r

This Deposition was suppressed by Order of Court at the hearing on the 3rd May 1791 —
G. Taylory
Reg.r

Mayor's Court at
Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant and William

Madraspatnam and the Districts thereof Defendant.

On the Part of the Complainant

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

Coopiah Conicoply 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 fifth Day of August One Thousand Seven hundred and Ninty signe fied at the Office of Mr. Henry Du Puy who is Attorney for the Defendant by Casavah my Servent who also left him a Note of the Name Title & 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 Suncoo Chinna Kistnamah Chitty in this Cause, & that he hath so known him about three Years — but that he doth not know the Defendant William Jones in this Cause — & more he saith not to this first Interrogatory —

8th ..... To the Eight Interrogatory this Deponent saith, that he was a Conicoply or Manager in the service of the Complainant in the Month of August which was in the Yeare of Christ One Thousand Seven hundred and Eighty Nine — & further saith, that he was intricated with the Tobacco Store or Godown situated in Suncooramah's Street. This Deponent saith, that Thomas Ledsham, the Deputy Sheriff did live in the same street, & almost opposite to the said Tobacco Stores & further saith, the value of the said Tobacco which was con-

Five Thousand Pagodas. This Deponent saith, that he never heard that the said Tobacco was under any mortgage or incumbrance whatever — & further saith, that the Tobacco which was then, & is generally put into the said Store or Godown was for daily retail use. This Deponent saith, that the said Tobacco is constantly carrying out therefrom to the several retail Godowns & Shops in the Black Town of Madras & further saith that this Deponent & Venatanarniah as the Complainants Servants they were always in possession of the Keys of the said Store or Godown — and more he saith not to this or to the last Interrogatory. — [illegible]

This Deposition suppressed by Order of Court at the hearing on the 3rd May 1791.
G. Taylor Regr.

Joseph Shawe
Exr.

Mayor's Court at Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant and William Jones late Sheriff of Fort Saint George Town of Madraspatnam & the Districts thereof Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and

Mr. Thomas Ledsham Under Sheriff of Madras Aged thirty Eight Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the third Day of September One Thousand Seven hundred & Ninty Signified at the Office of Mr. Henry Du Puy who is Attorney for the Defendant by Casavah my Servant who also left him a Note of the Name Title & 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 Suncoo Chinna Kistnamah Chitty in this Cause, and that he hath so known him about Nine or ten Years — & that he doth know the Defendant William Jones in this Cause, and that he hath so known him near two years — and more he saith not to this first Interrg.

9th ..... To the Ninth Interrogatory this Deponent saith, that he was Deputy Sheriff of Fort Saint George Town of Madraspatnam & the Districts thereof, from the Twentieth Day of December which was in the year of our Lord One Thousand Seven hundred & Eighty Eight, unto the eighteenth day of December which was in the Year of our Lord One thousand Seven hundred & Eighty Nine — & further saith, that the Defendants was Sheriff during that period — and more he saith not to this Ninth Interrogatory. —

[illegible] this Deponent saith,

he believes that during the time of the Defendant Sheriffalty he did return in person in the Mayor's Court the Warrant of Execution issued in the cause of Valumoo-ry Gooromoortiah Administrator of the Estate & effects of Vilamoory Vencatanamapah, against the above Named Complainant & that he Endorsed thereon "No Goods at Chattles to be found" — William Jones Sheriff — but this Deponent doth not recollect the date of the Month. This Deponent saith that he thinks that such return was the only one made by the said Defendant in person, during his whole Sheriffally — and more he saith not to this thirth Interrogatory. —

11th ..... To the Eleventh Interrogatory this Deponent saith, that previous to the Defendant making such return that he this Deponent did make two different returns in the said Suit into the Mayor's Court which were rejected — but can not recall to his remembrance, the date of either of the returns — & further saith, that both the said returns were considered as irregular, & the Writ returned to him, this Deponent, each time, to make an other, more regular return of the said Writ of Execution. This Deponent saith, that the reason of his not making a return in the same & the like manner as was made by the Defendant — was his being totally at a loss, wherth return to make — and more he saith not to this Eleventh Interrogatory. —

12th ..... To the twelveth Interrogatory this Deponent saith, that

to the property of the Complainant & further saith, that he often mentioned to the Defendant that he supposed the Complainant to be a Man of property — but did not know what to think, on hearing from Rovanapah Chitty, Commonly called Singanah, that the property of the Complainant was all Mortgaged but this Deponent doth not recollect having stated to the Defendant, the impropriety of making a return of no "Goods & Chattles" — This Deponent saith, that he cannot recollect any thing particular that passed on the above occasion, except that he hath heard the Defendant say, that he understood the property of the Complainant was all Mortgaged — and more he saith not to this twelveth Interrogatory. —

13th ..... To the thirteenth Interrogatory this Deponent saith, that he did not positively refuse to return the said Writ of Execution "No Goods & Chattles" — & further saith, that the Defendant did not thereupon say "Then Ledsham I will go into Court & return it myself" or wards to that effect — but that this Deponent requested of the Complainant to make his personal appearance in Court, & return the Writ himself in consequence of the displeasure shewn by the Court at this Deponents two former returns. This Deponent further saith, that, after mentioning his fears of giving further displeasur to the Court, or wards to that effect, and requesting of the Defendant to attend the Court, he said that he would attend — and more he

14th ... To the fourteenth Interrogatory this Deponent saith, that he doth live in the Street called Sunnooramah Street — & further saith, that he doth not know whether Sunkara-mah was the Named of the Great Grand Father or Grand father of the Complainant but that he hath heard, there was a Sunnooramah, after whose Name, the Street in question is called. This Deponent saith, he knows that the Complainant lives in the said Street, & that there are several houses therein said to be the property of the Complainant & his Relations — & further saith, that he doth not know the Number of houses possessed by the Complainant & his family in that Street. This Deponent saith, that there is a House therein opposite to his this Deponents dwelling house, where Tobacco is kept, said to be the property of the Complainant, but doth not know any thing about the Retail as he never hath seen the Tobacco, but in large packages, brought to & from the said house — but cannot from the least judgement of the amount of the Retail. This Deponent saith that he hath frequently seen the Complainant use a Palanqueen & Hackary with Bullocks, which he supposes to be the property of the Complainant & his family — & further saith, that the Complainant House in the said Street is furnished with a set of Filligree work — which this Deponent thinks he hath heard the Complainant say, not fifteen hundred pagodas. This Deponent saith, that he

Europe Looking Glasses & other articles — but to what amount this Deponent cannot say. — & further saith, — that he cannot pretend to say of the above mentioned articles are worth Ten Thousand Pag.; or which sum they may be worth — and more he saith not to this fourteenth Interrogatory —

15th ... To the fifteenth Interrogatory this Deponent saith, that he doth not recollect the amount of the said execution against the said Complainant at the suit of the said Velamooty Goormoorteah — & further saith, that he knows that the Complainant bought the Debtors — Just — which debts, this Deponents opinion, may be at about Pagodas two thousand — This Deponent saith, that the Defendant as Sheriff did even sign the monthly Bills of the Complainant for the rent thereof in Order that the same might be received by the Complainant from the Government of Fort Saint George — & further saith, that the Monthly rent was to the amount of Thirty five Pagodas — and more he saith not to this fifteenth Interrogatory —

16th To the sixteenth Interrogatory this Deponent saith, that he hath talked to the Defendant respecting the Complainant property — & mentioned that he this Deponent had always conceived, that the Complainant was a person of property — & rather surprized at Rava-pah commonly called, Sungamah, saying, that all the

mentioned to the Defendant, that under such circumstances with his reasons as stated in the thirteenth Interrogatory that he this Deponent did not like, to indorse the Writ, no "Goods & Chattles" — and more he saith not to this Sixteenth Interrogatory. —

17th ..... To the Seventeenth Interrogatory this Deponent saith, he doth know that the late Moodooramah alias Singanha deceased, & his Brother Ravanapah now of Madras Dubash, have been at varriance for some years with the Complainant — & further saith, that he cannot positively say that Ravanapah encouraged the said Valamoory Gooroomoortiah in causing his attorney to take the Seals from the said Banians Garden — but that the said Ravanapah, commonly called Singanah, hath frequently pressed for the Writ to be returned no "Goods & Chattles" — and more he saith not to this Seventeenth Interrogatory —

This Deposition suppressed by order of Court at the hearing on the 3rd May 1798 — G. Taylor Regr.

18th ..... To the Eighteenth Interrogatory this Deponent saith, that he is not certain whether Henry DuPuy one of the Attornies of this Honble Court, was the attorney of the Ravanapah or not, but that the said Henry DuPuy was attorney to the Defendant in all matters relative to his Sheriffalty, & did always consult the said Henry DuPuy in Matters of doubt relative to his

This Deposition suppressed by order of Court at the hearing on the 3rd May 1798 — G. Taylor Regr.

Eighteenth Interrogatory —

19th ..... To the Nineteenth Interrogatory this Deponent saith, that the said Defendant did tell him but cannot recollect where, that he wished to be indemnified, but this Deponent doth not possitively recollect the Defendant saying that he would not return no "Goods & Chattles" in the said cause of Valamoory Goorroomoortiah against the Complainant, unless he was indemnified — but always understood that the said Ramanapah, was the person, who was to give the Security or Indemnity for making such return — & further saith, that he cannot recollect what conversation he might have had with the Defendant at that time — but has frequently heared Ravanapah say, that he would indemnify the Sheriff for making that return, as he was sure all the property of the Complainant was Mortgaged This Deponent saith, that the Defendant & the said Ravanapah had frequent conversations with each other thereon, but doth not at present recollect the Conversation — & further saith that at this distance of time he cannot possibly recollect what conversation passed in his presence, between the said Defendant, Henry DuPuy & Ravanapah, or any two of them, respecting the said Matters except that Ravanapah frequently mentioned to the Sheriff, that he was ready to give him an Indemnification — and more he saith not to this Nineteenth Interrogatory —

20 To the twenty Interrogatory this Deponent saith, that the presoners did Complain to the Sheriff of the badness of the battle, — but doth not recollect of their requesting the Sheriff to Complain to Government against the Complainant — & further saith, that the Defendant did Send for the Complainant, but what possed on that occasion he cannot say, not being present — and more he saith not to this, or to the last Interrogatory. —

This Deposition Suppressed by Order of Court at the hearing on the 3rd May 1791 — Geo Taylor Regr

Joseph Shawe
Exr

Thos Ledsham

Additional 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 Sunees Chinnah Kistnamah Chetty is Complainant, and William Jones late Sheriff of Fort Saint George Defendant —

To all the Witnesses 1st — Do You know the Parties Complainant and Defendant in the Title of this Interrogatories Named or either and Which of them if Yea — How long have you so

To I Stuart Hall 2nd — Were You or were You not Present and Did You or did You not have one Cola Ravanapah Offer to Indemnify the Said William Jones if he would make a return of the Warrant of Execution issue out in the Cause of Venatanarnapah against the said Complainant that "No Goods or Chattles were to be found" And Did or did not the said Cola Ravanapah Accordingly give one Indemnification to the said Defendant and Did or did not the Defendant in Consequence of such Indemnification make a return on the said Warrant of Execution No Goods or Chattles to be found or What else passed at the time between the said Cola Ravanapah and the said William Jones and who else were Present or which other Offer did the said Cola Ravanapah make to the said William Jones respecting the Premises Declare the Whate According to the best of your Knowledge Remembrance and belief —

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 Matter in Question in this Cause which may tend to the Benefit or Advantage of the Complainant besides what you have already been interrogated to if You Relate the same as You know have heard or do believe together with the Reasons of such your belief as fully and effectually as if you had been thereunto particularle Interrogated —

Popham
Atty for Complainant

Mayor's Court at Madraspatnam

Between Suncoo Chinna Kistnamah Chitty Complainant & William Jones late Sheriff of Fort Saint George Defendt.

On the Parte of the Complainant

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

Mr. James Stuart Hall attorney belonging to the Honble the Mayor's Court at Madraspatnam Aged thirty two Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the Ninth Day of October One Thousand Seven hundred & Ninty Signified at the Office of Mr. Henry Du Puy who is Attorney for the Defendant by Casavah my Servent who also left him a Note of the Name Title & 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 Suncoo Chinna Kistnamah Chitty in this Cause, and that he hath so known him about twelve Months — & that he doth know the Defendant William James in this Cause, and that he hath so known him about two Years — and more he saith not to this first Interrogatory —

hath been present several times when conversations have taken place between Cola Ravanapah & the Defendant Willm Jones, but this Deponent doth not recollect to have heard Cola Ravanapah in any of such conversation offer the Defendant to indemnify him, if he would make a return of the execution issued in the Cause Vencatanarnapah against the Complainant No goods & Chattles were to be found — & this Deponent further believes, that in the conversations between them, the said Cola Ravanapah & the Defendt. at which this Deponent was present — that the said Cola Ravanapah never did make any offer of indemnification to the Defendant — & further saith, that he, this Deponent believes, that the said Cola Ravanapah never did give the Defendant any indemnification what ever — This Deponent hath ever regarded the Defendt. in the light in which he is held in society, as a Man of strict Morals, the greatest integrity & in every sense of the word, a Man of Honor — & this Deponent firmly believes, that the Defendant in returning the Warrant of execution no "Goods or Chattles to be found" did so under the firm persuasion that he was discharging the duty incumbent upon him as Sheriff, diverted of every kind of partiality & without any private vises whatever thid this Deponent say, he was one of the Attornies employed in the Cause Vencatanar-

was so employed to the best of his Remembrance, about the time the Return of the Execution was praged for, and this Deponent says, that to the best of his Judgment and belief, speaking from the Transactions which then come within his knowledge, the Defendant could not have made any other Return than that of "no goods & Chattles to be found" either With safely to himself, or in the discharged of his duty as Sheriff. This Deponent saith, that the conversations alluded to, between the said Cola Ravanapah & the Defendant at which this Deponent was present, were frequently desultary to usual, & as far as he recollect, no wise pertinent to the Matter on which this Deponent is interrogated — & further saith, that there were some time Natives present at such conversations, but this Deponent doth not recollect who they were — and more he saith not to this or to the last Interrogatory —

Joseph Shawe
Exr —

J. Stuart Hall

Vencata Naranpah Chitty
vers
Sunco Chinna Kistnama Chitty

Sir

Thak Notice that We inform you on the part of Vala Mory Gooroomorty Remaining to the above named Complainant's Bill with Copies of

Goods and Chattles the property of the above named Defendant, or will he lategate any Suit that may be brought for any property You may Seize, Said to belong to the Defendant but in Such Case do hold and consider you as responsible for any Such Act —

Fort St. George
4th August 1789 —

We are Yourhble. Servts.

J. Stuart Hall
G. Chalmer } atty for Complts. —

Mayor's Court at
Madraspatnam

Tuesday the 3rd Day of May
Anno Domini 1791 —

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and John Milford
Aldermen

Between Sunco Chinna Kistnamah Chitty of Madras Merchant Complainant and William Jones late Sheriff of Fort St. George Town of Madraspatnam Defendant —

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both —

Two Exhibits Marked A & B annexed, this Defendants Answer, the Replication, the Rejoinder, the 1st 6th 9th 10th 11th 12th 13th 14th 15th 16th & 19th Interrogatories and Additional Interrogatories on the part of the Complainant with the Depositions taken thereto, One Exhibit 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 Complainant's Bill do Stand Dismissed with Treble Costs of Suit.

Hw

Court of Appeals
Madraspatnam } Sst

Saturday the 31st day of December Anno Domini 1791

Between Suncoo Chinna Kistnamah Chitty of Madras Merchant Appellant and William Jones late Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Respondent.

The Attorney for the Appellant having prayed leave to withdraw his Appeal on payment of Costs by the Appellant and the Attorney for the Respondent having Consented thereto

Ordered Accordingly

Hw

Chas. N. White Cr.

Filed 13th May 1791.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Pelling John de Fries Senior Adrian de Fries and John de Fries Junior of Madras merchants That L Mercier of Pondicherry Merchant did draw a Bill of Exchang as Pondicherry aforesaid dated the twenty Seventh day of November which was in the Year of Our Lord One Thousand Seven hundred and Ninety upon Nicholas Gillet of Madras Merchant payable to the Order of mack authory Combanate of Pondicherry aforesaid Merchant for the sum of One Thousand four hundred and Sixty Star pagodas and payable on the tenth day of December then next ensuing and which said Bill was upon the twenty third day of the said Month of December to the said Nicholas Gillet for acceptance who did accordingly accept the same for the sum of One Thousand One hundred and fifty Seven Pagodas and Eleven fanams to be paid on the tenth day of February then next ensuing and Your Orator further Shew that the said mack authory Combanate did in and by a writing on the back of the said Bill bearing date the twenty seventh day of the said month of December and year aforesaid indorsed the same to your Orator as will more fully appear by a Copy of a Translation of the said Bill of Exchange and the Indorsemant thereon hereunto annexed for the Inspection of this Honble Court to

which Your Orators by leave to refer and pray the same may be admitted as part of this their Bill of Complaint the Original being ready to be produced when required and your orators further shew unto this Honble Court that on the tenth day of February they did present the said Bill of Exchange for payment to the said Nicholas Gillet who did refuse to pay the same Whereupon Your Orators did cause the said Bill to be protested for non payment thereof as will more fully appear by a Copy of the said Protest hereunto annexed for the inspection of this Honble Court to which Your Orators by leave to refer and pray the same may be taken as part of this their Bill of Complaint the Original being ready to be produced when required and your Orators shew unto this Honble Court that by reason of the premises the said Nicholas Gillet stands justly and truly indebted unto Your Orators in the said sum of One Thousand one hundred and fifty Seven pagodas and Eleven fanams with the Interest due thereon from the twenty third day of December one Thousand Seven Hundred and Ninety and also for Charges of protest making together the Sum of One Thousand two hundred and six pagodas forty one fanams and seventy seven Cash Current Money of Madras making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Four hundred and Eighty two pounds fifteen [illegible]

by the Copy of an Account Current hereunto annexed for the inspection of this Honble Court to which Your Orators by leave to refer and pray the same may be taken as part of this their Bill of Complaint the Original whereof is ready to be produced when required and Your Orators further shew unto this Honble Court that they have frequently and in an amicable manner required payment from the said Nicholas Gillet of the said Sum of One Thousand two hundred and six Pagodas forty one fanams and Seventy Seven Cash

But now so it is may it please this Honble Court the said Nicholas Gillet obstinately and wilfully refuses to pay the same or to give Your Orators any manner of satisfaction touching the premises Your Orators therefore pray a general relief such as to this Honble Court shall appear agreeable to equity and good Conscience To the End therefore that the said Nicholas Gillet 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 Orators the aforesaid Sum of One thousand two hundred and six Pagodas forty one fanams and Seventy Seven Cash with all such Interest as now is or shall hereafter become due thereon

May it Please these Honble Court to cause the said Nicholas Gillet to be Summoned and required by the Sheriff of Fort Saing 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 them 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.

Fort St George 13th May 1791. This Bill was shewn to me in the Day of adjournment let a Summons issue retornable next Court Day

Jos: Dupré Porcher
Mayor

Stuart Hall
Jno Hamilton
Att^ys for Compl^ts

For Star Pagodas 1460.

Pondicherry 27. 9^ber 1790

Sir Please to pay the tenth of December next this Sole Bill of Exchange to the Order of M. Combimale the sum of fourteen hundred Sixty Star pagodas Value Received and which You will pass in account with^t further advice from

To M Gillet
mirch^t at Madras

Your most humble
Obedient Servant
(Signed) L Mercier

seven Pagodas Eleven fanams payable the tenth of February next Madras the 23 X^ber 1790 Gillet

true Translation from the franch Language
(Signed) H: Dupy Interpriter

Pay to the Order of Messieurs pelling and defries and Company Value in Acct^t pondicherry the 27 X^ber 1790
(Signed) Combemale
(Signed) true translation H: Dupuy

a true Copy

Stuart Hall
Jno Hamilton
Att^ys for Compl^ts

Know all men by these presents that I H. Dupuy notary Pubick duling and practizing in Fort Saint George on the Court of Coromandel in the East Indies by lawful authority duly admitted and sworn did on the twenty day of February in this present Year of Our Lord One Thousand seven hundred and Ninety one at the Instance and request of Thomas Pelling and John de Fries and Company of Madras Merchants go to the dwelling House of Monsieur Gillet of the same place Merchant and did present to the said Monsieur Gillet on Accepted Bill of Exchange for payment Copy whereof is written on the other side of this Sheet of Paper who gave em for Answer that he could not pay the said Bill before one month.—

Wherefore I the said Notary at the Request aforesaid have protested and do hereby Solemnly protest against the said Monsieur Gillet and all others whom it doth concerns for non payment of the said Bill of Exchange for one Thousand [illegible]

the drawer of the said Bill of Exchange and the Endorser thereof for all Interest Exchange Reexchange losses damages Costs and charges sustained or to be sustained thereby — In Testimony whereof I have hereunto Set my Hand and the Seal of my Office in the presence of Emanuel Lewis Anderson and Maliapah called as Witnesses to the act in Fort St. George aforesaid on the day and Year first above written —

Emanuel Ls. Andernon
Maliapah

(L.S.) Signed/ H. J. Dupuy
Noty Publa.

a true Copy
J. Stuart Hall
Jno. Hamelton
Attys for Complts.

Dr. { Nicholas Gillet in Account Current with Thomas Pelling John de Fries Senr. & Adrian de Fries and John de Fries Janr. } Cr.

1790 Decr.	23rd	To the Amount of Your acceptance of a Bill of Exchange drawn by Monsieur of Pondicherry Merchant in favor of the Order of Mark Anthony Combinate & by him Endorsed to us	1157	11	–	1791 April	23rd	By Balance	1206	41	77
1791 April	23rd	To Interest on Do. from 23rd Decr. 1790 to this day being 4 months @ 12 p Cent pr Annum	46	12	77						
		To Notaries Charges for protesting Do. for non payment where due as op Bill	3	18	–						
		Pagodas	1206	41	77			Pagodas	1206	41	77

Madras 23rd April 1791.
Errors Excepted p Pelling & de Fries & Co.

a true Copy
J. Stuart Hall } Attys for Complts.

For Star Pag.s 1460

Pondicherry 27 9.ber 1790

Sir

Please to pay the tenth of December next this Sole Bill of Exchange to the Order of Mr. Combemale the Sum of fourteen hundred Sixty Star Pagodas Value received and which You will pass in account with further advice from

Your Most humble
and Obedient Servant

L Mercier

To M Gillet
Merch.t at Madras

accepted for eleven hundred fifty and seven pagodas eleven fanams payable the tenth of February Next Madras the 23.d Xber 1790

Gillet

true translation from the French Language.

Hy Du Puy
Interpreter

Pay to the Order of Messieurs Peling & De Fries and Company Value in Account Pondicherry the 27 Xber 1790

Combemale

true Translation

Hy Du Puy
Interpreter

Examined & Carfully Compared with the Translate of the Original Bill of Exchange delivered in the Hon.ble the Mayors Court at Madraspatnam & Attested to be a true Copy the Original delivered up by Order of Court of the 24.th May 1791 –

G. Taylor
Reg.r

Mayor's Court at Madraspatnam

Tuesday the 21 Day of June Anno Domini 1791

Present

Josias DuPre Porcher Esquire Mayor
Andrew Ross — John Milford and
James Amos — Aldermen

Between Thomas Pelling John de Fries Senior Adrian de Fries and John de Fries Junior of Madras Merchants Complainant and Nicholas Gillet of the same place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules issued for the Defendant to Answer the Complainant's 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 Two Hundred and Six Pagodas Forty One Fanams and Seventy Seven Cash (Pagodas 1206.41.77) 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.

Hur

Court of Appeals at Madraspatnam } ss

Saturday the 31st day of December Anno Domini 1791

Between Nicholas Gillet of Madras Merchant Appellant and Thomas Pelling John de Fries Senior Adrian De Fries John De Fries Junior of the same place Merchants Respondents

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of appeal and Answer and the Several Exhibits of the Honble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 21st day of June Anno Domini 1791 Upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both Sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do stand Affirmed at that the Appellants' Petition be hence Dismissed with Costs.

Hur

Chas. N. White Clk

Court of Appeals
at
Madraspatnam

Tuesday the 17th day of January
Anno Domini 1792

Between Nicholas Gillet of Madras Merchant Appellant and Thomas Belling John De Fries Senior Andrew De Fries & John De Fries Junior of the same place Merchant Defendants

The attorney for the Appellant having Moved for leave to withdraw his Appeal on payment of Costs to the King in Council from a Decree of this Court dated the 31st day of December Anno Domini 1791. and the attorney for the Respondents having Consented thereto

Ordered accordingly

H Call

Chas. N. White
Clk

Extract from the Minutes of a Court Held at the Town Hall on Tues-
day the 17th Day of May Anno Domini 1791.

Present

Josias DuPre Porcher Esquire Mayor
James Call — William Webb
Andrew Ross — Henry Chichley Michell
James Daly ——— and ——— Aldermen

The Mayor being interested goes off the Bench and the Mace
are taken away and Mr. Alderman Call takes the Chair —

William Burke
vers
Josias DuPre Porcher

The Attornies for the Complainant deliver
into Court four Exhibites as pray'd for by
Attorneys The Attornies for the Defendant pray that
the Complainant may be Next Court Day deliver in
to Court the several Original Distributions which
compose the Several Sums Stated in the Several Exhi-
bits Annexed to the Complainants Bill of Complaint
for the inspection of their Client — Ordered Accordin-
gly — unless Cause be Shewn to the Contrary. —

A True Extract
G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th Day of May Anno Domini 1791 –

Present

Josias DuPre Porcher Esquire Mayor

Andrew Ross and Benjamin Roebuck

Aldermen

Mr. Alderman Readhead takes his Seat upon the Bench –

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. Alderman Ross takes the Chair –

William Burke

vers

Josias DuPre Porcher

Demurrer filed this Day.

The Attornies for the Defendant acquaint the Court that they did last Court day pray that the Complainant might deliver into Court by this Court day the Several Exhibits then prayed for which he has Neglected doing they therefore pray that they may now deliver the same in – to which the Opposite Attornies object because they have not been Served with an Extract from the Minutes of that day The Court having taken the same into Consideration are of Opinion that the Cause shewn is insufficient but it is Ordered that the Opposite Party be allowed till Next Court day to deliver in the Exhibits prayed for –

Mr. Alderman Ross Dissents to the Resolution of the Court because he beleives there have been frequent Instances in Court of Extracts having been Served upon the Opposite Attorney when the Compliance of an Order of Court was Required and if the Practice of the Court is uncertain with Respect to the Serving of Extracts the same ought to be first determined by a full Court he is therefore of opinion that the Opposite party ought to be allowed till Next Court day to deliver in the Papers prayed for or show Cause to the Contrary – Messrs. Aldermen Readhead and Roebuck can find no rule of Court or Precedent in the Records nor have the opposite Attornies pointed out any specific Instance wherein it has been Required – Mr. Alderman Ross in Reply [illegible]

enquire into what has been the Practice of the Court in like Cases – though he has said he beleives it has been friquently done. –

A True Extract

G. Taylor

Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st Day of May Anno Domini 1791 –

Present

Josias DuPre Porcher Esquire Mayor

James Call – Andrew Ross

and

Henry Chichey Michell – Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. Alderman Call takes the Chair –

William Burke

vers

Josias DuPre Porcher

The Attornies for the Defendant acquaint the Court that the Complainant was allowed till this Court day to deliver into Court Several Original Exhibits prayed for by them on the 17th Instant which he has Neglected doing they therefore pray that the Exhibits annexed to the Bill of Complaint and every Matter therein Contained Relative thereto may be expunged therefrom – to which the Opposite Attornies object and offer to the Court the Affidavit of Edward Jones Sworn to before Mr. Alderman Call on the 30th Instant which they pray may be filed by way of Shewing the impossibility of delivering into Court the Several Original Exhibites which have been prayed for by the Attornis for the Defendant. The Court having taken the same into Consideration it is Ordered that the Motion made by the Attornies for the Defendant be over ruled and that the Affidavit be received. –

Affidavit read and filed. –

A True Extract

G. Taylor

Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of June Anno Domini 1796.—

Present

Josias DuPre Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

Mr. Alderman Roebuck his Seat upon the Bench—
The Mayor being interested goes off the Bench and the Maces are taken away and Mr. Alderman Ross takes the Chair

William Burke
vers
Josias DuPre Porcher

Petition of the Defendant Read and filed this day praying for a Rehearing of the Order of Court passed in this Cause on the 31st Ultimo—to which the Opposite Attornies object Because it appears that the Court have Determined upon the Defendants Motion upon the grounds of an affidavit shewing that it was not possible for the Complainant to Comply with the Order of the Court and further because the Defendant hath Rendered the Compliance therewith Unnecessary by putting in a Demurrer which precludes a Reference to the Merits of the Cause as the same only goe to what appears upon the face of the Bill—They therefore Submit to the Consideration of the Court the Regularity or Necessity of granting a Rehearing—The Attornies for the Defendant in Reply to the objections Stated by the Attornies for the Complainant request the Court made prior to the filing of the Demurrer the present Petition therefore of the Opposite Attornies if for any weight might to have been Made when they were Ordered to shew Cause as it is out of time the Matter in Question has been Discussed and it is a Rehearing of that Discussion the Defendant prays for and which he hopes the Court will grant for the Reasons he has stated—The Court having taken the same into Consideration it is Ordered that a Rehearing be granted and that the same do come on to be Heard on Tuesday Next when a full Court is Ordered to be Summoned at 11 o'Clock in the Forenoon and it is further Ordered that the Petition with the several Extracts from the Minutes of this and the former Court Days be sent Round for the perusal of the several Members.—

A True Extract
C. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th day of June Anno Domini 1796.—

Present

Josias DuPre Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Mr. Alderman Roebuck take his Seat upon the Bench—

The Mayor being interested goes off the Bench and the Maces

resolution of the Court —

The Atty for the Complainant pray that the Demurrer & Joinder may Come on to be Argued on Tuesday Next Ordered Accordingly when it is Ordered that as full Court be Summoned at 11 o Clock in the forenoon —

A true Extract

G. Taylor
Regr

Extracts from the Minutes of a Court Held at the Town Hall on Tuesday the 21st day of June Anno Domini 1791 —

Present

Josias DuPré Porcher Esquire Mayor
Andrew Ross — John Milford and
James Amos — Aldermen

Messrs Aldermen Call Webb Michell Readhead Roebuck and Daly take their Seats upon the Bench —
The Mayor being interested goes off the Bench and the Maces are taken away and Mr Alderman Call takes the Chair —

William Burke
vers
Josias DuPré Porcher

Bill with Copies of four Exhibits annexed Read.
Demurres Read.
Joinder Read.

The Demurrer and Joinder coming on

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 are good and sufficient This Court doth therefore think fit to Order and doth Accordingly Order that the Complainant's Bill do Stand Dismissed With Costs —

Messrs Aldermen Ross Milford and Michell Dissent to the resolution of the Court being of Opinion that the Demurrer Should be thrown out and that the Defendant should be put upon his Answer —

A true Extract

G. Taylor
Regr

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

Present

Josias DuPré Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

Mr Alderman Call takes his Seat upon the Bench
The Mayor being interested goes off the Bench & the Maces taken away & Mr Alderman Call taks the Chair —

William Burke
vers
Josias DuPré Porcher

Appeals to the Register

Read Setting forth that the Complainant did Yesterday Lodge and Appeal in the said Court from an Order of this Court dated the 21 Ultimo.—

A true Extract

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th day of December Anno Domini 1791.

Present

Josias DuPré Porcher Esquire Mayor
Andrew Ross & Benjamin Roebuck
Aldermen

Mr. Alderman Milford takes his Seat upon the Bench The Mayor being interested goes off the Bench & the Maces are taken away & Mr. Alderman Ross takes the Chair.—

William Burke
vers
Josias DuPre Porchar

Petition of the Compt. praying that the Original Proceedings in this Cause May be Sent up to the Court of Appeals Read & filed this Day.— Ordered Accordingly

A true Extract

G. Taylor
Regr

Extract of the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of January Anno Domini 1792.—

Present

Andrew Ross Esquire Mayors
John Milford & James Daly
Aldermen.

William Burke
vers
Josias DuPré Porcher

Letter from the Clerk to the Court of Appeals to the Register Read Accompanying the Proceedings in this Cause together with the Decree of the said Court Reversing the Order of this Court of the 21st June last, adding that the Defendant do put in his Answer to the Complainants Bill of Complaint in this Court by the 31st Instant and that the Defendant do pay all Costs in both Courts.— Mr. Alderman Call take his Seat upon the Bench— The Decision of this Court respecting the Arguing the Demurrer & Joinder in this Cause having been reversed by the Court of Appeals & the Defendant Ordered to put in his Answer to the Complainants Bill of Complaint placing the Cause in the Stage it was in previous to the feling of the said Demurrer the Attys for the Defendant therefore pray that the Order of Court of the 10th May last for the Production of the Original Exhibits Copies of which are annexed to the Complainants Bill of Complaint May be Compli-

be furnished With a Copy of this Motion & be allowed till Next Court Day to State their Objections The Court having taken the same into Consideration it is Ordered that the Attys for the Complainant be allowed One Week to State their Objection —

A true Extract

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th day of January Anno Domini 1792.

Present

Andrew Ross Esquire Mayor
William Webb & John Mitford
Aldermen

William Burke
vers
Josias DuPré Porcher

The Attys for the Complainant by way of Shewing Cause against the Defendants Motion of last Court Day Acquaint the Court that they have Complied with the Order of Court of the 10th May last by delivering into Court the Papers then prayed for on the 17th day of that Month — The Attorneys for the Complainant pray that the Defendant may pay the Costs Attending the motion made by them last Court Day [illegible]

The Attornies for the Defendant, pray that the Order of this Court of the 17th day of May last for the Production of the Several Original Distrebutions Which Compase the Several Items Stated in the Several Exhibits Annexed to the Complainants Bill of Complaint may be complied with — to which the Opposite attorneys Object & pray that they may be allowed till next Court Day to State their Objections. Ordered that One Week be allowed — & it is further Ordered that the Same do Come on to be Determined on Tuesday Next When it is Ordered that a full Court be Summoned at 11th o Clock in the forenoon & that the Several Extracts from the Minutes of Court from the 17th May last to the present Day, as also the whole of the Papers which have been filed on the Subject of the Papers prayed for, be Sent Round for the Perusal of the Several Members —

A true Extract

G. Taylor
Regr

Filed the 31st May 1791

In the Honble the Mayors Court at Madraspatnam.

Between William Burke Esquire Complainant and Josias DuPre Porcher Esqr. Defendant

The Affidavit of Edward Jones of Fort St. George Gentleman Accountant to the Kings Pay Office at Fort Saint George aforesaid

This Deponent maketh Oath and Saith, that all the Papers and Books belonging to the Office of the Paymaster of his Majesty, Troops at Fort St. George aforesaid are under the Care and charge of this Deponent — that he hath carefully searched for the several Original Distributions stated in the several Exhibits annexed to the Complainants Bill — and that the said Originals or either of them are not in the said Office or in the Custody of this Deponent or of the Complainant or the Deputy Paymaster of the said Office as he this Deponent verily believes — but he this Deponent says that in the Month of May in the Year One thousand Seven hundred and Ninety said several Originals were in the Honble Company's Pay Office at Fort St. George aforesaid and he verily believes that they are now in the said Honble Company's Pay Office under the Charge of their Military Paymaster General at Fort St. George aforesaid.

Fort St. George May 30. 1791.

Edward Jones

Sworn to Before me

Jas. Call

Senr. Alderman

Filed the 7th June 1791

To the Honble the Mayors Court at Madraspatnam

Between William Burke Complainant and Josias DuPre Porcher Defendant

The humble Petition of the above named Defendt.

Sheweth

That Your Petitioner allowes in Court did on the Seventeenth day of may now last past pray that the Complainant might by the Next Court day deliver into Court the several Original distribution which compared the several Items stated in the several Exhibits annexed to the Complainants said Bill and that this Honble Court was pleased to order accordingly unless Cause should be Shewn to the contrary.

That on the succeeding Court day to wit on the twenty first day of the said month of may Your Petitioner Attornies in Court did shew that the Complainant had not complied with the Order of this Honble Court but had neglected to deliver in the Exhibits prayed for and therefore prayed be might then deliver in the same, to which the opposite Attornies did Object becomes they had not been served with an Extract from the Minutes of Court of that Court day whereupon this Honble Court having taken the same into consideration was of opinion that the Court shewn was insufficient but it was ordered that the Opponent party might be allowed until the [illegible] dismiss in the Exhibits prayed for.

And your Petitioner Sheweth that on the next Court day to wit the thirty first day of the said Month of May his said attornies did shew that the Complainant was allowed till then to deliver unto Court the Original Exhibits prayed for by them on the Seventeenth then Instant which he had neglected doing they therefore prayed that the Exhibits annexed to the Complainants said Bill of Complaint and every matter therein contained relative thereto might be expringed therefrom to which the Opposite party did Object and offer the affidavit of Edward Jones Sworn to before me Alderman Call and the thirteeth then Instant which they prayed might be filed by way of Shewing the impossibility of delivering into Court the said several Original Exhibits and this Honble Court taking the same into Consideration was pleased to Order that the motion mad by the Attornies is for Your Petitioner should be over ruled whereupon the said affidavit was read and filed.—

By which said Order Your Petitioner humbly conceives himself much aggrieved.—

Because it is most essential and Necessary to Your Petitioner Cause that he should have Oyer of the Original paper prayed for, for that if it should appear by such Original papers that the Figures are therein altered previous to the receipt of the money on the Certified Copies and that such Certified Copies are true Copies from the Original a forgery must have been committed in the first instance in which case Your Petitioner cannot, nor can the said Complainant be liable to make good the injury done, as in all cases of Forgery for so Your Petitioner is advised in any Treasury Corporation or Mercantile associ-

not the official Individuals employed therein—

Your Petitioner therefore prays that this Honble Court will be pleased to Vouchasfe a Rehearing of the said Order of the thirty first day of may last past Your Petitioner Submitting to pay such Costs as shall be awarded by this Honble Court should his prayer by found groundless and Your Petitioner will Ever pray—

Popham
J. Stuart Hall } Attys for Defendt.
Jno. Hamilton

Filed the 14th June 1791

In the Honble the Mayors Court at Madraspatnam

Between William Burke Complainant and Josias DuPré Porcher Defendant

The affidavit of Benjamin Roebuck a Senior Merchant in the Civil Service of the United Company

their presidency of Fort Saint George—

This Deponent maketh Oath and Saith that he is Pay Master General of the United Company of Merchants above mentioned under their presidency of Fort Saint George aforesaid and is thereby well acquainted with the records of the said office and further says that the Original distributions of Subsistence to His Majestys twenty third now nineteenth Regiment of Dragoons and to His majestys thirty Sixth fifty second and seventy third (now Seventy first Regiment of Foot from the twenty fifth day of October one Thousand Seven hundred and Eighty three until the twenty fourth day of December on Thousand Seven hundred and Eighty six inclusive from no part of the said Records, nor are they in the pay office of the said United Company exception distribution only to the said twenty third (now nineteenth Regiment of Dragoons for Sixty one day subsistence to wit from the twenty fifth day of August which was in the Year of our Lord one Thousand Seven hundred and Eighty Six to the twenty fourth day of October then next ensuing and this deponent Says that the said distribution must as he Verily believes have come into his said office by mere Accident

Bopham
Stuart Hall
Ins Hamilton
Atty for Defend.

this Deponent further saith that it is not, nor hath been as he verily believes the Custom or usage of the Pay Office of the said united Company since the said twenty fifth day of October One Thousand Seven hundred and Eighty three to have the Original distributions of Subsestence to His Majestys Troops lodged therein—

Benjn Rockuck

Sworn to before me this 11th day of June 1791

Hy Readhead
Alderman

Filed the 14th June 1791

In the Honble the Mayors Court at Madraspatnam

Between William Burke Complainant and Josias Du Pré Porcher Defendant.

The affidavit of Joseph Garrow a Junior merchant in the Civil Service of the United Company of Merchant of England trading to the East Indies under their presidency of Fort Saint George—

This Deponent Maketh oath and says that he is Deputy Military pay master General in the military Pay office of the United Company of Mer-

Saint George aforesaid and has held the said Appourt-
-ment since the Month of July which was in the Year
of Our Lord One Thousand Seven hundred and Eighty
five and is thereby well acquainted with the transactions
thereof; and further says that from the said Month of July
and Year aforesaid to the twenty fourth day of December
which was in the Year of Our Lord one Thousand Seven
hundred and Eighty Six inclusive the Original distribu-
-tiant of subsistince to His Majistys Twenty third /
now Nineteenth / Regiment of Dragoons and to His
majestys Thirty Sixth Fifty Second and Seventy third /
was Seventy first / Regiments of Foot never were lodged
in or became Records of the said Office save and except
one distrebution only to the said twenty third / Now
Nineteen / Regiment of Dragoons for Sixty One day
Subsistince to wit from the twenty fifth day of August
which was in the Year of Our Lord One Thousand Seven
hundred and Eighty Six to the twenty fourth day of Oc-
-tober then next ensuing and this Deponent Saye
that the said distribution must as he Verely believes
have come into the said Office by mer accident because
as the Deponent has before declared it never had been

Copham
Stuart Hall
Jno. Hamilton
Attys for Defendt

period aforesaid for the said Original distributions to
be lodged therein and this Deponent further says heve-
-rely believes that such has not been the usage and Cus-
-tom of the said Office since the above named Complai-
-nant William Burke has acted as Pay Master General of
His Majestys Forces in India nor are the original of the
said distrebution from the twenty fifth day of October
which was in the Year of Our Lord one Thousand Seven hun-
-dred and Eighty three to the said twenty fourth day of De-
-cember which was in the Year of Our Lord One Thousand
Seven hundred and Eighty Six aforesaid now in the said
office, nor does this Deponent believe they ever were there
save and Except as hereinbefore excepted —

Joseph Garrow

Sworn to before me
this 13th day of June 1791.

Jno. Hilford
Adn.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st Day of January Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

William Webb and James Daly

Aldermen

Messrs. Aldermen Call Hilford Michell Moore and Roebuck take their Seats upon the Bench.

William Burke

vers

Josias DuPré Porcher

Extracts from the Minutes of Court of the 17th 24th & 31st May the 7th 14th & 21st June 5th July and the 6th December 1791 and the 17th & 24th January 1792 Read.

Affidavit of Edward Jones Read.

Affidavit of Benjamin Roebuck Read.

Affidavit of Joseph Garrow Read.

Petition for Rehearing the Order of Court of the 31st day of March last past. Read.

The Attornies for the Complainant shew Cause

of Court of the 17th May last for the production of the several Original Distributions which compose the Several Names Stated in the Several Exhibits annexed to the Complainants Bill of Complaint has been Complied with as far as they were able so to do by their filing the Affidavit of Edward Jones on the 31st May last shewing the impossibility of delivering into Court the Several Original Exhibits prayed for by the Attornies for the Defendant which was accordingly received as appears by the Records of that day.

The Attornies for the Defendant pray leave to submit that the objections Stated by the Attornies for the Complainant by reasons of the Affidavit of Edward Jones delivered into Court by them on the 31st May last appear to be done away by the Affidavits of Mr. Benjamin Roebuck and Mr. Joseph Garrow filed in Court on the 14th June last, they therefore pray that the whole Prayers of the Defendants prayer for the production of the Original Papers to which the Exhibits annexed to the Bill of Complaint refer may be taken into Consideration and that for the reasons of the Defendant in a Petition filed by him

on the 17th June last that the prayer thereof may be granted

The Court having taken the same into Consideration are of Opinion that the Papers prayed for are Necessary and ought to be Produced, it is therefore Ordered that all further proceedings be Stopped untill such time as the Origin at Papers are Produced —

Filed 26th July 1790

To the Honble the Mayor's Court at Madraspatnam —

Humbly Complaining Sheweth unto this Honble Court your Orator Mootiapilla of Madras Inhabitant that One Vadamala otherwise Vadamaley of the same Place Inhabitant on or about the fifth Day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven having occasion to borrow the Sum of Sixty Eight Star Pagodas Current Money of Madras applied to your Orator to lend and Advance him the same which your Orator Accordingly did to Secure the Repayment whereof the said Vadamala did by a Certain Cadjan instrument or writing by him duly Executed and bearing Date the fifth day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty seven aforesaid Mortgage to Ransapilla of Madras Inhabitant Your Orators Brother in Trust for your Orator as is Customary Amongst your Orators Cast a Certain Choultry Bill of Sale of a House Situated in the Black Town and particularly described and mentioned in the said Mortgage bond your Orator further Sheweth unto this Honble Court that the time Limitted and Appointed for the payment of the said Bond and of the Monies therein mentioned having elapsed and the said Vadamala having neglected and Omitted to pay off and discharge the same Your Orators Brother and Trustee the said Ransapilla on or about the Twelfth day of August which was in the Year of Our

Lord

Lord One Thousand Seven hundred and Eighty Eight preferred his Bill of Complaint in this Hon'ble Court against the said Vadamala for the Recovery of the said Sum of Sixty Eight Star Pagodas and of the Interest thereof in trust for your Orator as aforesaid and your Orator further Sheweth unto this Hon'ble Court that the said Vadamala on or about the second Day of September then following by his Attorney at Law Appeared to the said Bill of Complaint and your Orator Sheweth unto this Hon'ble Court that such proceedings were had in the said Cause that on or about the Seventh day of October in the said Year of Our Lord One Thousand Seven hundred and Eighty Eight the Decree of this Hon'ble Court was pronounced in the said Cause whereby the said Vadamala was Decreed to pay unto your Orator the said Sum of Sixty Eight Star Pagodas together with Interest for the same until paid and also all such Costs as your Orator had sustained in the Recovery thereof as by the Decree of this Hon'ble Court to which your Orator humbly Craves leave to Refer Relation being thereunto had it doth and will more fully and at large Appear your Orator further Sheweth unto this Hon'ble Court that your Orators said Brother and Trustee being about to issue Execution upon the said Decree one Anechapillay otherwise Anechapan of Madras Inhabitant thereupon in Consideration that your Orator or his said Trustee at the special instance and Request of the said Anechapillay would not issue Execution upon the foot of the said Decree and would not proceed

any further against the said Vadamala in the said Suit he the said Anechapillay by a Certain Cadjan or written instrument by him duly Executed and bearing Date on or about the fourth Day of November which was in the Year of Christ One Thousand Seven hundred and Eighty Eight Acknowledged to have borrowed and Received from your Orator the Sum of One hundred Star Pagodas being the Amount of principal Interest and Costs then due and owing upon the foot of the said Decree which sum of One hundred Star Pagodas the said Anechapillay under took and faithfully promised and Engaged to pay unto your Orator in the fourth day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty Nine if the said Vadamala by the Name and description of Paroongoody Vadamaliapillay did not on or about the thirtieth day of December which was in the said Year One Thousand Seven hundred and Eighty Eight pay the same to your Orator as by a true and faithful translation of the said Cadjan or written Instrument hereunto Annexed for the inspection of this Hon'ble Court which your Orator prays may be taken as part of this his Bill of Complaint and as by the Original thereof in the Custody of your Orators Attorney at Law and Ready to be produced whenever this Hon'ble Court shall Require the same Relation being thereunto had it doth and may more fully and at large appear and your Orator further Sheweth unto this Hon'ble Court that he Confinding in the said Undertaking and Engagement of the said Anechapillay and at the Instance of the said Anechapillay did not issue Execution

upon

upon the foot of the said Decree but Acknowledged the Debt and Costs thereon to be satisfied and your Orator further Sheweth unto this Honble Court that the said Vadamala did not on the said Thirtieth day of December which was in the said Year One Thousand Seven hundred and Eighty Eight or at any other time whatsoever pay to your Orators Trustee the said Ramapillay or to your Orator the said Debt so due and owing in manner aforesaid or any part thereof Altho he was thereunto Requested so to do of which the said Anechapillay afterwards and after the said Thirtieth day of December in the Year aforesaid had notice and your Orator further Sheweth unto this Honble Court that he hath frequently and in friendly and Amicable Manner applied to the said Anechapillay and Requested payment from him of the said One hundred star Pagodas making in Starling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of forty Pounds or thereabouts and of the Interest thereof for which he hath so became bound to your Orator in manner aforesaid But was so it is May it please this Honble Court that the said Anechapillay not Regarding his said Agreement and undertaking so by him made and entered into in manner aforesaid but Considerating and Contriving how to injure and distress Your Orator in this behalf hath not Yet paid to your Orator the said Sum of One hundred Star Pagodas or any part thereof but hath altogether Refused and still do Refuse to pay the same to Your Orator to make your Orator any manner of Satisfaction in the premises To the End therefore that he the said Anechapillay may

his Oath full 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 Repeated and particularly Interrogated and that he the said Anechapilly may be decreed by this Honble Court to pay unto your Orator the aforesaid Sum of One hundred Star Pagodas with all such Interest as now is or shall hereafter become due thereon together with all such Costs and Expences as your Orator shall sustain and be put to in the Recovery thereof and that your Orator may be further and otherwise Relieved in the Premises According to Equity and good Conscience and as the nature of his case shall Require.—

May it Please this Honble Court to Cause the said Anechapillay 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 thereto Answer this Your Orators Bill of Complaint and further to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

Fort Saint George this 24th day of July 1790

John White Att^y for the Complainant

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

Vin^o Corbett
Mayor

Translation of a Security Bond Dated 4th November 1788.

I Anechapillay Son of Nadoovapadoo Narraina-pillay of Nundagoapaula Cast of Madras do give this Security Bond for Ready specie to Mootiapilla Son of Paroombadoo Chinniahpillay of Conicaply Cast of the same Place that is to say.

As Paroongoody Vadamaliapillay having borrowed and Received of you the sum of (100) One hundred Star Pagodas Current Money of Madras on the Mortgage of the Chenttoy Cadjan Bill of sale of his House (which is in the Name of Vencatapillay his Grand Father) Situated at Appia Mettoos Street in the Lane of Marygoorovan North to the House of Shinia Appoo Chitty and south to the House which he bought from Marygoorovan he shall Repay you the said principal with all such Interest as shall or may become due thereon at the Rate of 12 ₱ Cent ₱ Annum on or before the 13th December next and Redeem his Bill of Sale indefault of which I do hereby Engage to pay you the principal with Interest due thereon on or before the 4th February 1789 and Redeem the Cadjan Chenttoy Bill of Sale of the House which was Mortgaged to you by Vadamaliapillay as well as the Mortgage Bond Executed to you by him in Case of failure for payment thereof you are by empowered to Recover it by prosecuting me in the Honble the Mayor's Court. Thus I have given You this Security Bond for Ready specie with my free will and Consent Witness Yalacautere Vencatasan Paroombadoo Teroovangadapillay by their Knowledge this Security Bond for Ready specie was drawn by Connore Arnachellam

Witnesses
(Signed) Yalacautere Vencatasan
Teroovangadam

(Signed) Anechapan

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

Ranganandom
Interpreter

Filed the 14th September 1790

The Answer of Anechapillay of Madras Inhabitant Defendant To the Bill of Complaint of Mootiahpillay 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 Incertainties Insufficiences 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 further Answer says that although he Executed the security Bond Copy whereof is to the Complainants Bill Annexed Yet this Defendant says

says that the same was passed Conditionally and which Conditions being fulfilled, that he is not indebted to the said Complainant in the sum therein mentioned and Expressed, nor in any part thereof and in order to place this Transaction in a Clear point of view — This Defendant for the Satisfaction of this Honble Court prays leave to state that some time in the Month of October which was in the Year of Christ One Thousand Seven hundred and Eighty Eight One Vadamala Pillay whose Name is in the said Security Bond or written Obligation mentioned together with the said Complainant came to this Defendant and Represented, That in Consequence of a Decree having been Obtained against him in this Honble Court at the Instance or through the means of the said Complainant, he was greatly distressed and that unless the Amount thereof was Satisfied an Execution would issue thereon, whereby his House would be put to public sale — And thereof to prevent the inconveniency which must arise to him from such an Event taking place — He the said Vadamala Pillah did entreat and urge this Defendant to Advance him the sum of One hundred Pagodas Current Money of Madras in order that he might discharge and pay off the same — This Defendant saith that being then himself in want of Money he was unable to Comply with the Complainants Request and therefore Refused to make the Loan. Nevertheless the said Vadamala Pillah Continued his importunities, and Requested this Defendant, That if he was unable to Raise such

a sum that he would at least Execute a Bond by way of a Collateral Security to the Complainant for the Payment of the said sum who would agree to Accept of it And this Defendant saith that in Compliance therewith and for the purpose of Accomodating the said Vadamala Pillay, he did on or about the Fourth day of November which was in the Year of Christ One Thousand Seven hundred and Eighty Eight, Execute the Bond Copy whereof is to the Complainants Bill Annexed, Whereby this Defendant admits he did undertake that the said Vadamala Pillah should pay the said Complainant the Amount thereof with such Interest as might become due at the rate of twelve Per Cent Per Annum on or before the Thirtieth of December following — Indefault of which this Defendant did in and by the said Security Bond Engage to pay off the principal with the Interest due thereon on the fourth of February in the Year of Christ One Thousand seven hundred and Eighty Nine. And thereby Redeem the Chouthy Bill of Sale of the House which was mortgaged to the said Complainant by Vadamala Pillay and in failure thereof the said Complainant was Authorised in by the said Bond to Recover the Amount from this Defendant by a prosecution in this Honble Court, And this Defendant for further Answer saith that before the time had expired which was limited in the said Bond for Vadama Pillah to pay the Amount thereon due that he Received a Letter from the said Vadamala Pillah bearing

Date

Date the Twenty first day of December in the said Year of Christ One Thousand Seven Hundred and Eighty Eight To the following Effect and purport" That he had that day paid to the said Complainant the Sum of Seventy Pagodas in part discharge of the said Security Bond That he hoped the Defendant would pay to the said Complainant the Remaining Thirty Pagodas and get unto his possession the Bill of Sale that had been so Mortgaged And that afterwards he the said Vadamala Pillah would Return the thirty Pagodas with the Interest that might be due and Redeem the same". A True and faithful Copy of which Letter is hereunto Annexed for the Inspection of this Hon'ble Court and to which this Defendant humbly prays a Reference may be had, and that it may be taken as part and parcel of this his Answer - the Original whereof being in his possession and Ready to be produced if Required This Defendant saith after the Receipt of the said Letter he sent for the said Complainant and having in the presence of several Witnesses informed him of the Contents thereof asked him whether he had Received the said sum of Seventy Pagodas in part payment of the said Vadamala Pillah his Debt or not to which the said Complainant Replyed that he had Received it - This Defendant saith in Order that he might be enabled to pay off the Remaining balance of Thirty Pagodas and thereby Redeem the Security Bond which he had granted to the Complainant for and on behalf of the said Vadamala Pilla he Requested the said Complainant to furnish the measurement of the House and Ground of the said Vadamala Pillah Agreeably to the Title Deeds thereof in order that this Defendant might Place Advertisement

in the said House and dispose of the premises by publick sale or Outcry - Accordingly the said Complainant did furnish this Defendant with the Required Dimensions and this Defendant saith that proper measures were taking for the Disposal thereof when this Defendant happening One Day to be at the House of Latchamana Pillah of Madras Inhabitant a person of the Name of Vencatasha pillah Came in and this Defendant having occasion to mention the intended sale of the House of the said Vadamala Pillah the said Vencatasha Pillah did thereupon inform this Defendant that the said Complainant had promised and agreed in the presence of Several Persons to Yield up and deliver the Bill of Sale and Title Deeds thereof upon being paid the sum of thirty Pagodas this Defendant saith that upon receiving this Extraordinary piece of Information, he did fourth with Repair to the said Complainant and Requested to Know if such was the case and if he had Really made such an offer to the said Vencatasha Pillah To which the said Complainant Replied that he had not This Defendant further said that in Order fully to satisfy himself Concerning the matter he insisted on the said Complainant Accompanying him to the said Vencatasha who again Repeated in the presence of Several Persons what he had before said, Relative to the said Complainant having offered to Deliver up to him the Bill of Sale of the said Vadamala Pillah's House, and which the said Complainant did not in any manner attempt to deny or Contradict This Defendant saith that the duplicity of the said Complainant being thus exposed and detected This Defendant did Represent to him That

as

as he had entered into a negotiation with and had looked to another person for the payment of the remaining balance of thirty Pagodas that he could have no further Claim upon this Defendant and therefore this Defendant requested the Security Bond might be delivered up to him. To which Requisition the said Complainant Agreed and faithfully promised to deliver it up as soon as his Brother (In whose possession he mentioned it to be) should arrive from the Country. And this Defendant saith from the aforegoing statement of facts he trusts It will Evidently appear to this Hon'ble Court That he is not indebted to the said Complainant in any sum whatever, and that the present suit has been most wrongfully and unjustly instituted against him for the said Complainant having received the sum of Seventy Pagodas from the said Vadamala Pillah and having entered into a negotiation with the said Vencatasha Pillay for the payment of the remaining Thirty Pagodas the Condition of the Security Bond has been thereby fulfilled & this Defendant exonerated from all future Claim or Demand.

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 that the Complainant's said Bill of Complaint be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained.

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

G. Chalmer
Atty for Defendant

Runganaudom
Interpreter

Translation of a Letter Dated 31st December 1788.

I Vadamala do write this to Rayastrey Anechapillay.

Whereas In consequence of your having Executed a Security Bond Regarding the Mortgage I have made on the Bill of Sale of my House to Peroombadoo Mostiah Pillay I have (on Account thereof) this Day paid 70 Pagodas I hope you will be so good as to pay the Remainder 30 Pagodas to the said Peroombadoo Mostiahpillay and Receive and Keep in your Possession the Bill of Sale and the Receipt and I will pay the said 30 Pagodas together with its Interest and Redeem the Bill of Sale of my House.

(Signed) Vadamaly

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

(Signed) Runganaudom
Interpreter

True Copy
G. Chalmer
Attorney for Defendant

[illegible]

[illegible] Defendant

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 incertainties and insufficiencies in the said Defendants Answer contained for Replication thereunto saith that all and every the matters and things in and by his said Bill of Complaint Alledged he will aver Justify maintain and prove to be good Certain and sufficient in the Law to be Answered unto in such manner as the same are therein and thereby Setforth and declared and that the Answer of the said Defendant is very untrue and altogether Insufficient in Law to be by this Repliant Replied unto for divers manifest Defects and Imperfections therein Contained And this Repliant for further Replication to the Answer of the said Defendant saith he Knows not whether the said Defendant did or did not at the time in his said Answer mentioned or at any other time whatever receive from Vadamala Pillah the Letter Copy whereof the said Defendant has Annexed to his Answer in this Cause but this Repliant saith that the said Vadamala Pillah never did nor did any person on his part or behalf pay unto this Repliant the sum of Seventy Pagodas the said Letter [illegible]

Repliant saith the said Letter written or pretended to be written by the said Vadamala Pillay with a View thereby to defeat this Repliant from recovering from the said Defendant in this Cause the amount of a Debt for the true Payment whereof the said Defendant became Security cannot as this Defendant is advised & believes be Received as evidence of the Payment of the Monies therein mentioned and this Defendant saith that if the said Vadamala Pillah had Actually paid the said Seventy Pagodas in the said Letter mentioned he should have produced some Voucher Acknowledging the Receipt thereof but this Repliant saith that the fact is that the said Vadamala Pillay never did pay the said Seventy Pagodas or any part thereof and therefore he would not produce any such Voucher and this Repliant saith that the said Letter is a mere fiction and Calculated for a double purpose first to prevent this Repliants Recovering from the Defendant the Amount of his said Security Bond and by that means to screen the said Vadamala Pillay who must Ultimately Reimburse the said Defendant in the payment of the Amount of the said Security Bond and this Repliant saith that the said Defendant did not send to this Repliant at the time in his said Answer mentioned and this Repliant saith that the said Defendant did not in the presence of Several Witnesses or at all inform this Repliant of the Contents of the said Letter neither did the said Defendant ask this Repliant whether he had Received the said Sum of Seventy Pagodas for this Repliant saith that no such meeting was ever had nor did any such conversation

ever

never taken Place and therefore this Replicant saith that he did not and
could not have informed the said Defendant that this Replicant had
received the said Seventy Pagodas and this Replicant in order to shew the
falsity of the said Pretended Letter saith as the fact is, that the said
Venkanada Pillay on the Twentieth day of December One Thousand
Seven hundred and Eighty Eight which was one day previous to the day
upon which the payment of Seventy Pags in the said Letter mentioned
is pretended to be made was actually Committed to prison at the
suit of One Venkatachum Pillay of Madras for a sum of One
hundred and Two Pagodas and twenty seven fanams and this
Replicant saith that after the Date of the said pretended Letter
this Replicant did demand from the Defendant in this Cause the
payment of the principal monies and interest due upon his said
Bond whereupon this Replicant saith that the said Defendant
did in the presence and hearing of many Credible Witnesses allege
his inability of then paying off the said Debt at the same time
informing this Replicant that one Narrainsurrya Pillay owed
him the said Defendant One hundred Pagodas and that he would
call in the same and apply it towards the discharge of the said
Bond and this Replicant admits that the said Defendant did but
not in Order to pay off that which he by his said Answer calls the
Remaining balance of Thirty Pagodas apply to this Replicant to
furnish the instruments of the Cloth and pleaded in the said
Defendants Answer mentioned which this Replicant saith is

true and this Replicant saith that he knows not whether pro-
per or any measures whatever were taking or taken for the disposal of the
premises in the said Defendants Answer mentioned and this Replicant
saith he knows not whether Venkatachella Pillay in the Defendants
Answer mentioned did upon the occasion thereon set forth or upon any
other occasion whatever inform the said Defendant that this Repli-
cant had promised and agreed to deliver up the Bill of sale and Title
Deeds in the said Defendants Answer mentioned upon being paid
the sum of Thirty Pagodas but this Replicant saith if the said
Venkatachella Pillay did so inform the said Defendant, he informed
him of that which never existed and this Replicant saith he verily
believes that such the Conversation so pretended to have passed between
the said Venkatachella Pillay and the said Defendant was and is only
calculated to lay a foundation for introducing at a future period
the Testimony of the said Venkatachella Pillay in that behalf for with
a view thereby to defeat this Replicant in the Recovery of his said
just demand and this Replicant saith he never did enter into any
negotiation or look to any person whatever for the payment of that
which the Defendant by his said Answer calls the Remaining
balance of Thirty Pagodas but this Replicant admits that he
looks to the said Defendant and he holds him Responsible for the
full Amount of his said Bond and this Replicant saith he never
promised or agreed to deliver up the said Bond until the same
should be paid off and that not having been done this Replicant

submits

submits to this Honble Court so far from the said Bond being discharged that the same is in full force and Virtue and that the said Defendant is bound thereby.—

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 of Complaint he hath already prayed.—

John White Attorney for the Complainant

Filed the 23rd November 1790

The Amended Rejoinder of Anichapillay of Madras Inhabitant Defendant To the Replication of Mortiah Pillay 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 Replication Contained for Rejoinder thereunto saith that he will ever justify maintain and prove

his said Answer to the Repliants said Bill of Complaint and all and Singular the matters and things therein Contained to be good true Certain and sufficient in the Law to be Replied, unto in such manner and form as the same are therein and thereby Setforth and alledged and that the said Replication is very untrue evasive and insufficient in the Law to be by this Defendant Rejoinder unto for divers defects and imperfections therein Contained. And this Defendant for further Rejoinder saith that the Bond upon which the Repliant has brought his action having been discharged in manner as this Defendant has in his Answer Setforth that the said Repliant has no further Claim or demand upon him. And this Defent further saith if at any time the said Repliant has Demanded from this Defendant payment of the Amount for which he became Security That this Defendant did never Urge inability discharge the same nor did this Defendant ever inform the said Repliant that One Namasavoya Pilla owed him the Sum of One hundred Pagodas and that the Amount thereof should be applied towards the discharge of his Demand, on the Contrary this Defendant saith the said Namasavoya Pilla is not nor ever was indebted to this Defendant in the said Sum of One hundred Pagodas or in any other Sum or Sums whatsoever. And therefore the said Repliant has falsely asserted, the same In order to favor and promote his malevolent and dishonest Views. And this Defendant doth Insist as he will hereafter prove by the Testimony

of

of Credible Witnesses, that the said Respondent when Questioned by this Defendant did acknowledge to have Received from the said Vadrumala Pillah the sum of Seventy Pagodas in manner as this Defendant has fully stated in and by his said Answer, — And this Defendant trusts will also be able to prove that the said Respondent has frequently promised to Return this Defendant the security Bond Copy whereof is to the Bill of Complaint annexed, Acknowledging the same to have been fully satisfied. —

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 in and by his said Answer he has already prayed. —

G. Chalmers
Atty. for Defendant

Interrogatories to be Administered to Witnesses to be produced Sworn and Examined in a certain Cause depending

Madraspatnam wherein Muttiah Pillay of Madras Inhabitant is Complainant and Arachee Pillay of the same Place Inhabitant is Defendant

On the part and behalf of the Complainants as follows —

First Interrogatory to all the Witnesses } Do You Know the Parties Complainants and Defendants 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 Annachella Pillay } Did or did not the Complainants in the Title of these Interrogatories Named in your presence Demand from the Defendants in the Title of these Interrogatories Named the Payment of a Security Bond If You did or did not the said Complainants produced the said Bond did you Read the said Bond If You set forth the Date and the Amounts thereof as you now best Recollect and believe did the said Defendants pay the Monies were Readily demanded or did the said Defendants Assign any and what Cause or Reason for his not paying the same If You Set forth the Cause or Reason which the said Defendant so Assigned as you now best Recollect and the Conversation that past upon that occasion and mention the time and Place when

when and where such Conversation happened declare the truth and your Knowledge herein.

Third Interrogatory To Trevengada Pillay } Do you Know and are you Acquainted with Vadamala Pillay of Madras Dubash If Yea did any and what Conversation pass between you and the said Vadamala Pillay Respecting the Complainants intention of Sueing the Defendant in the Title of these Interrogatories named in the Honble the Mayor's Court for the Recovery of the Amount of a Certain Security Bond did the said Vadamala Pillay inform you what the Amount of the said Security Bond was If Yea mentain the same as you now best Recollect and particularly setforth to the best of your Remembrance and Belief the Conversation that passed between you and the said Vadamala Pillay upon that occasion and mention the time and place when and where such Conversation was had and moved and the truth declare.

Fourth Interrogatory To Ponnapen Moodelly } Were you or were you not Confined and a prisoner for Debt in the Goal of Madraspatnam in the Month of July which was in the Year of Christ One Thousand Seven hundred and Ninety do you Know and are you Acquainted with Vadamala Pillay of Madras Dubash If Yea where did the said Vadamala Pillay live or Reside in the said Month of July "Look upon the Cadjan writing now produced and shewn to you at this time of your Examination bearing

to much of this Interrogatory as relates to the Exhibit A was suppressed by order of Court at the Hearing on the fourth day of October Anno Domini 1791. G. Taylor Reg^r

Date the twenty first Day of December in the Year of Christ One Thousand Seven hundred and Eighty Eight and purporting to be a better written by the said Vadamala Pillay to the Defendant in the Title of these Interrogatories Named have you Ever previous to the time of this your Examination seen the said Cadjan Writing If Yea when and where and in whose Custody or Possession did you first see the Cadjan Writing was the said Cadjan Writing signed by the said Vadamala Pillay at the time when you first was it or did any person and whom to your Knowledge Request or desire the said Vadamala Pillays name thereto do you believe that the Body of the said Cadjan was written by the said Vadamala Pillay If nay by whom or at whose instance and for what purpose to the best of your Judgement and belief was the said Cadjan written and produced to the said Vadamala Pillay setforth the particulars at Large According to the best of Your Knowledge Remembrance and belief and the truth declare.

Fifth Interrogatory To Chenglerya Pillah } Do you Know Namasevrya Pillay of Madras If yea is he Related to you in any and what degree of Kindred where does the said Namasevrya Pillah now live or Reside was not the said Namasevrya Pillah indebted to the Defendant in the Title of these Interrogatories named in any and what sum of of Money If yea how or in what manner and by whom was the same Paid off or discharged did the said Defendant at any time and when inform you that he the said Defendant was indebted to any

particular person and to whom by Name in a Sum of One hundred Pag.s and of his the said Defendants being very much pressed for the payment thereof If Yea did or did not the said Defendant Request you to pay the same to such person If Yea did you do so or have otherwise set forth the truth and your Knowledge herein 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 Madraspatnam

Between Mootiah Pillay of Madras Inhabitant Complainant and Ancha Pillah 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.—

Arnachella Pillay Conicoply of Madras Aged forty years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the Sixth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. George Chalmer who is Attorney for the Defendant by Casavah my Servant who also left him a Note of the Name Title and Place of abode of the said Defendant 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 Mootiah Pillay in this Cause, and that he hath so Known him about ten Years—and that he doth Know the Defendant Anecha Pillay in this Cause, and that he hath so Known him about four Years and more he saith not to the first Interrogatory.—

2nd ..... To the Second Interrogatory this Deponent saith, that the Complainant in the Title of these Interrogatories Named did in his, this Deponents presence demand from the Defendant in the Title of these Interrogatories Named, the payment of a Security Bond—And further saith, that the Complainant did produce the same Bond—and that he this Deponent did Read the said Bond This Deponent saith that the Date of the said Bond was the fourth November—and that the Amount thereof was One hundred Pagodas and further saith, that the said Defendant did not pay the Monies which were so demanded of him This Deponent saith, that the Defendant did in the latter end of the Month of February One Thousand Seven hundred and Eighty Nine, promise to pay the said Money in a Short time to which the Complainant objected—where upon the Defendant together

with One Letchmoney Pillay earnestly Requested of the Complainant to allow him the Defendant, a Respite of ten days, when the Complainant might Rely on the Money together with the Interest on the same being duly discharged - which conversation took place in the House of the Defendant in the Black of Town of Madras and more he saith not to this or to the last Interrogatory. -

[illegible]

Joseph Shawe
Ex.r

Mayor's Court at
Madraspatnam

Between Mootiah Pillay of Madras Inhabitant Complainant and Anecha Pillay 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. -

Trevengada Pillay Conicoply 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 Seventh Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. George Chal[illegible]

Attorney for the Defendant 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 Mootiah Pillah in this Cause, and that he hath so Known him about twenty Years and that he doth Know the Defendant Anechapillay in this Cause, and that he hath so Known him about thirty Years - and more he saith not to the first Interrogatory. -

3rd To the Third Interrogatory this Deponent saith that he is acquainted with Vadamala Pillay of Madras Dubash - and further saith that the Conversation that passed between him, this Deponent and the said Vadamala Pillay Respecting the Complainants intention of suing the Defendant in the Title of these Interrogatories Named in the Honble the Mayor's Court for the Recovery of the Amount of a Certain Security bond was, that he the said Vadamally Pillay promised to pay the Complainant the principal of the said Bond, being One hundred Pagodas together with the Interest due thereon this Deponent saith, that the said Vadamala Pillay did inform him, this Deponent that the Amount of the said Security bond was One hundred Pagodas which Circumstances he this Deponent well Recollects the said Vadamala Pillay told him in the Town Jail in the Month of June One Thousand Seven hundred and Ninety - and more he saith not to this or to the

with One Letchmoney Pillay earnestly Requested of the Complainant to allow him the Defendant, a Respite of ten days, when the Complainant might Rely on the Money together with the Interest on the same being duly discharged - which conversation took place in the House of the Defendant in the Black of Town of Madras and more he saith not to this or to the last Interrogatory. -

Joseph Shawe
Ex.r

Mayor's Court at
Madraspatnam

Between Mootiah Pillay of Madras Inhabitant Complainant and Anecha Pillay 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. -

Trevengada Pillay Conicoply of Madras Aged forty five Years or there-abouts - being produced as a Witness in this Cause on the Part of the Complainant was on the Seventh Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. George Chalmers

Attorney for the Defendant 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 Mootiah Pillah in this Cause, and that he hath so Known him about twenty Years and that he doth Know the Defendant Anechapillay in this Cause, and that he hath so Known him about thirty Years - and more he saith not to the first Interrogatory. -

3rd To the Third Interrogatory this Deponent saith that he is acquainted with Vadamala Pillay of Madras Dubash - and further saith that the Conversation that passed between him, this Deponent and the said Vadamala Pillay Respecting the Complainants intention of suing the Defendant in the Title of these Interrogatories Named in the Honble the Mayor's Court for the Recovery of the Amount of a Certain Security bond was, that he the said Vadamally Pillay promised to pay the Complainant the principal of the said Bond, being One hundred Pagodas, together with the Interest due thereon this Deponent saith, that the said Vadamala Pillay did inform him, this Deponent that the Amount of the said Security bond was One hundred Pagodas which Circumstances he this Deponent well Recollects the said Vadamala Pillay told him in the Town Jail in the Month of June One Thousand Seven hundred and Ninety - and more he saith not to this or to the

last Interrogatory.

Joseph Shawe
Exr.

Mayor's Court at
Madraspatnam

Between Mootiah Pillay of Madras Inhabitant Complainant and Anechapillay of the same Place Inhabitant Complainant.

On the part of the Complainant

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

Pennapen Moodelly Dubash of Madras Aged thirty Eight Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the fifteenth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. George Chalmer who is Attorney for the Defendant 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 Mootiah Pillay in this Cause and that he hath so Known him about six Years and that he doth Know the Defendant Anechapillay in this Cause and that he hath so Known him about two Years and more he saith not to this first Interrogatory.

4th To the fourth Interrogatory this Deponent saith, that he was confined and a prisoner for debt in the Goal of Madraspatnam in the Month of July which was in the Year of Christ One Thousand Seven hundred and Ninety and further saith, that he is acquainted with Vadamala Pillay of Madras Dubash. This Deponent saith that the said Vadamala Pillay was also a prisoner for a Debt in the Goal of Madras in the said Month of July. This Deponent hath Looked upon the Cadjan Writing now produced & Shewn to him at this the time of his Examination bearing Date the Twenty first day of December in the Year of Christ One Thousand Seven hundred and Eighty Eight, and purporting to be a Letter written by the said Vadamala Pillay to the Defendant in the Title of this Interrogatories Named and says, that previous to this, the time of his Examination he hath often seen the said Cadjan Writing and further saith, that he first saw the said Cadjan Writing in the Jail of Madras in the Month of August One Thousand Seven hundred and Ninety in the Custody and possession of the Defendant. This Deponent saith, that the said Cadjan writing was not Signed when he, this Deponent first saw it in the Jail but at the Request of the Defendant the said Vadamala Pillay did set a Subscribe

So much of this Deposition as relates to the Exhibit A was suppressed by order of Court at the Hearing on the fourth day of October Anno Domini 1791.
G. Taylor Regr.

his, the said Vadamala Pillays Name thereto and further saith, that he doth not Know if the body of the said Cadjan was written by the said Vadamala Pillay. This Deponent saith that the Defendant did procured the said Written Cadjan from the said Vadamala Pillay for the intent and purpose of depriving the Complainant of his Legal property and more he saith not to this fourth Interrogatory.—

To the last Interrogatory this Deponent saith, that previous to the said Defendants producing the said Cadjan in Question, to the said Vadamala Pillay in order to obtain his signature thereto he the said Vadamala Pillay did Acknowledge to this Deponent that he was indebted to the said Complainant a sum of Money on the Mortgage of a Bill of Sale of the House of the said Vadamala Pillay and more he saith not to this last Interry.—

Josep Shawe
Ex.r

Mayor's Court at
Madraspatnam

Between Mootiah Pillay of Madras Inhabitant Complainant and Anecha Pillay 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.—

Chingleroya Pillah Conicoply of Madras Aged thirty eight Years or thereabouts being produced as a Witness in this Cause on the part of the Complaint was on the fourteenth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr George Chalmer who is Attorney for the Defendant 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 Mootiah Pillay in this Cause and that he hath so Known him about twenty five Years and that he doth Know the Defendant Anechapillay in this Cause, and that he hath so Known him about five or Six Years and more he saith not to this first Interrogatory.—

5th To the Fifth Interrogatory this Deponent saith, that he doth Know Namasevaya Pillah of Madras, and says, that the said Namasevaya Pillah is his Eldest Brother and that he now resides at Trichinoply. This Deponent saith, that the said Namasevaya Pillah was indebted to the Defendant in the Title of these Interrogatories Named in the sum of One hundred Pag.s and further saith, that the same was paid off and discharged by the said Namasevaya Pillah in consequence of a prosecution that took place in the Hon.ble the Mayor's Court. This Depont saith that the Defendant either in the Month of March or April in the Year of Christ One Thousand Seven hundred and Eighty Nine inform him, and the said Namasevaya Pillah that he the Defendant was indebted to Mootiah Pillay the

Joseph Shawe
Esqr

Mayor's Court at
Madraspatnam

Between Mortimah Pillay
of Madras Inhabitant Complainant
and Anecha Pillay 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 —

Chinglevaya Pillah Comicarly of Madras Aged thirty eight Years or

Sir, the said Vadamala Pillays Name thereto and further saith, that
he doth not Know if the body of the said Cadjan was written by the said
Vadamala Pillay. This Deponent saith that the Defendant did procure
the said Written Cadjan from the said Vadamala Pillay, for the intent
and purpose of depriving the Complainant of his Legal property and
more he saith not to this fourth Interrogatory —

To the last Interrogatory this Deponent saith, that previous to
the said Defendants producing the said Cadjan in Question, to the
said Vadamala Pillay in order to obtain his signature thereto he
the said Vadamala Pillay did Acknowledge to this Deponent that
he was indebted to the said Complainant, a sum of Money on the
Mortgage of a Bill of Sale of the House of the said Vadamala
Pillay and more he saith not to this last Interrogatory —

thereabouts being produced on a Writing in this Cause on the part of the Complainant
was on the fourteenth Day of April One Thousand Seven hundred and Ninety One
signified at the Office of Mr George Chalmer who is Attorney for the Defendant by
Comah 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 Mortimah Pillay in this Cause, and that
he hath so Known him about twenty five Years and that he doth
Know the Defendant Anecha Pillay in this Cause, and that
he hath so Known him about five or Six Years and more he saith
not to this first Interrogatory —

5th. To the Fifth Interrogatory this Deponent saith, that he doth
Know Namasevaya Pillah of Madras, and says that the said
Namasevaya Pillah is his Eldest Brother and that he now
resides at Trichinapoly. This Deponent saith, that the said
Namasevaya Pillah was indebted to the Defendant in the Title
of these Interrogatories Named in the sum of One hundred Pags
and further saith, that the same was paid off and discharged
by the said Namasevaya Pillah in consequence of a prosecution
that took place in the Honble the Mayor's Court. This Deponent
saith that the Defendant either in the Month of March
or April in the year of Christ One Thousand Seven hundred and
Eighty Nine informed him, and the said Namasevaya Pillah that
he the Defendant was indebted to Mr

Complainant in the Sum of One hundred Pagodas and of the said Defendant being very much pressed for the payment thereof and further saith that the said Defendant did Request of him the said Deponent to wait on the Complainant Mootiah Pillay and Request of him, to grant to the Defendant on indulgence of two Months which the said Mootiah Pillay Readily complied with and more he saith not to this or to the last Interrog.

Joseph Shawe
Ex.t

Chingulvery Pilla

Filed the 17.th May 1791

In the Hon.ble the Mayor's Court at Madras Patnam

Between Mootiah Pillay of Madras Inhabitant

Complainant

and

Anechapillay of the same Place Inhabitant

Defendant

Exception taken by the above named Complainant to the third Interrogatory exhibited on the part of the above named Defendant in this Cause and to the Deposition of Vadamala Pillay of Madras Durbash taken and made to the said third Interrogatory and to the Exhibit marked with the Letter A in the said Interrogatory mentioned purporting to be a Letter written by the said Vadamala Pillay to the said Defendant for that the said Vadamala Pillay is matterially interested in the event of this Cause and is therefore an inadmissible Evidence In as much as the Bond upon which the said Complainant has brought his present suit against the Defendant in this Cause was granted by the said Defendant for a debt then due and owing by the said Vadamala Pillay and because that in the Event of the said Defendant being Decreed by this Hon.ble Court to pay the Amount of his said Bond to this Exceptant he the said Vadamala Pillay will be ultimately bound to Reimburse the said Defend.t wherefore this Exceptant saith it is manifest that the Deposition of the said Vadamala Pillay to the said third Interrogatory is Calculated to screen him the said Vadamala Pillay from any Claim which the said Defendant might have upon him in that Respect for all which Causes the said Complainant doth Except to the said third Interrogatory and to the Deposition of the said Vadamala Pillay taken thereto and to the said Exhibit and prays that the said Interrogatory and Deposition herein Excepted to together with the said Exhibit may be suppressed and not be allowed to be Read or Received in Evidence at the hearing of this Cause and that the Defendant may be directed to pay the Charges of the Copy of the said Interrogatory and Deposition together with the Cost of this Exception.

John White attorney for the Complainant

Complainant in the Sum of One hundred Pagodas and of the said Defendant being very much pressed for the payment thereof and further saith that the said Defendant did Request of him the said Deponent to wait on the Complainant Mootiah Pillay and Request of him, to grant to the Defendant on indulgence of two Months which the said Mootiah Pillay Readily complied with and more he saith not to this or to the last Interrog.

Joseph Shawe
Ex.

Chingulvury Pilla

Filed the 17th May 1791

In the Honble the Mayor's Court at Madras Palnam

Between Mootiah Pillay of Madras Inhabitant

Complainant

and

Anechapillay of the same Place Inhabitant

Defendant

Exception taken by the above named Complainant to the third Interrogatory exhibited on the part of the above named Defendant in this Cause and to the Deposition of Vadamala Pillay of Madras Durbash taken and made to the said third Interrogatory and to the Exhibit [illegible]

the Letter A in the said Interrogatory mentioned purporting to be a Letter written by the said Vadamala Pillay to the said Defendant for that the said Vadamala Pillay is matterially interested in the event of this Cause and is therefore an inadmissible Evidence In as much as the Bond upon which the said Complainant has brought his present suit against the Defendant in this Cause was granted by the said Defendant for a debt then due and owing by the said Vadamala Pillay and because that in the Event of the said Defendant being Decreed by this Honble Court to pay the Amount of his said Bond to this Exceptant he the said Vadamala Pillay will be ultimately bound to Reimburse the said Defendt wherefore this Exceptant saith it is manifest that the Deposition of the said Vadamala Pillay to the said third Interrogatory is Calculated to screen him the said Vadamala Pillay from any Claim which the said Defendant might have upon him in that Respect for all which Causes the said Complainant doth Except to the said third Interrogatory and to the Deposition of the said Vadamala Pillay taken thereto and to the said Exhibit and prays that the said Interrogatory and Deposition herein Excepted to together with the said Exhibit may be suppressed and not be allowed to be Read or Received in Evidence at the hearing of this Cause and that the Defendant may be directed to pay the Charges of the Copy of the said Interrogatory and Deposition together with the Cost of this Exception.

John White attorney for the Complainant

Filed the 21st June 1794

In the Honble the Mayor's Court at Madraspatnam

Between Mootiah Pillay of Madras Inhabitant Complainant and Anicha Pillah of the same Place Inhabitant Defendant.

The Answer of the above named Defendant To the Exception of the said Complainant

This Defendant Answereth and saith that the Exception of the said Complainant are unjustly Grounded and that the Evidence of the said Vadamala Pillay is by no means inadmissible or liable to Exception because this Defendant saith it doth Evidently appear by and upon the face of the Bond upon which the present Action has been brought That he this Defendant did Covenant to become Answerable for the payment thereof only in default of the said Vadamala Pillay failing to discharge it And this Defendant saith that the said Vadamala Pilla having paid the sum of Seventy Pagodas in part discharge of the said Bond he gave information to this Defendant of the Circumstance through and by the means of the Exhibit A Copy whereof Is Annexed to the Answer in this Cause and therein particularly referred to and which the said Complainant has prayd might be expunged as well as the Deposition of the said Vadamala Pilla in Support thereof, This Defendant says that the Law doth Require the best Evidence and on this occasion the Evidence of the said Vadamala Pilla is the best that can be produced and ought to be admitted for the sake of Substantial Justice the more Especially as the fact proven by him Is Corroborated by the Testimony of other Witnesses to whom the said Exhibit A has been also produced and Shewn and therefore if the said Exhibit A was Suppressed Iwould tend to a Suppression of the Deposition of the said Witnesses to whom no Exception whatever has been made.

For all which matter this Defendant doth insist the Interrogatory Administered to the said Vadamala Pillay and the Deposition taken thereon and the said Exhibit A are not in any ways Exceptionable either upon the Grounds of Law equity or Common Justice and Humbly Craves that the said Exceptions may be overruled and Set aside with Costs.

G. Chalmer
Attg for Defendant

Witnesses

Ellacatoor Vencatasha Chettiar
Trevedamaroothoor Mootiah Moodeliar
Vadamala Pillay
Arestnachellum Tellesingapilla
Ramasawmy Pilla
Tagaroya Moodeliar
and
Canacasaly Moodeliar

Interrogatories to be Administered to such Witnesses shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein Anicha pillay of Madras Inhabitant Defendant and Mootiah Pillah of the same Place Inhabitant Complainants

To all the Witnesses Interrogatory 1st ... Do you Know the Parties Complainant and Defendant in the Title of these Interrogatories named or any and which of them and how long have you so Known them or any and which of them respectively declare truth and your Knowledge herein.—

Ellacatoor Vencatasha Chettiar and Trevedamaroothoor Mootiah Moodelliar ... Interrogatory 2nd ... Look at the Cadjan writing now produced and Shewn to you, at the time of your Examination, purporting to be a Security Bond or Agreement From the Defendant (in the Title of these Interrogatories named, to the Complainant) also in the Title of these Interrogatories named Were you a Subscribing Witnesses to the due Execution thereof, or not? If Yea, for what purpose and on what particular Account was the said Bond or agreement granted Did or did not Vadamala Pilla (in the Pleadings of this Cause named) On the fourth day of November in the Year of Christ One Thousand Seven hundred and Eighty Eight or at any other and what time in your Presence pay any and what sum or Sums of Money to the said Complainant in liquidation of the said Bond or upon any other and what Account. If Yea what particular Sum or Sums was so paid and where, was there any other Person or Persons and who by Name present when such Sum or Sums of Money was paid, Setforth the same to the best of your Knowledge Remembrance and belief and the truth declare.—

Vadamala Pilla Interrogatory 3rd ... Look at the Cadjan Writing now produced and Shewn to you at the time of your Examination

This Interrogatory was suppressed by order of Court at the Hearing on the fourth day of October Anno Domini 1791 G. Taylor Regr.

with the Letter A Is the same of your hand Writing or not? If Yea on what occasion and for what purpose did you write it. Did you or did you not pay to the said Complainant the sum mentioned in the said Exhibit and was there any Person and who by Name present, when you paid the Money and did you obtain any Receipt for the same. If not what was the Cause and Reason thereof setforth the particulars at large and the truth declare.—

Krestnachellum ... Tellesinga Pilla and Ramasawmy Pilla Interrogatory 4th ... Do you or Do you not Know or were you present Some time in the Month of December which was in the Year of Christ One Thousand Seven hundred and Eighty Eight or at any other and what time when the Defendant (in the Title of these Interrogatories named) Sent for the Complainant (also in the Title of these Interrogatories named) Relative to the Matter now in Question? If Yea, Did the said Defendant then or did he not Shew any and what Cadjan writing to the said Complainant and did he Ask him any and what particular Questions Relative to the matters? If Yea Look at the Cadjan writing was produced and Shewn to you at the time of your Examination marked with the Letter A Is it the same that you saw presented by the Defendant to the said Complainant or not? Did or Did not the said Complainant thereupon in your Presence or in the presence of any other, and what Person or Persons and who by name Acknowledge or Confess that he had Received any and what money and from whom, and for what Particular

as much of this Interrogatory as relative to the Exhibit A was suppressed by order of Court at the Hearing on the fourth day of October Anno Domini 1791 G. Taylor Regr.

purpose. Setforth the particulars at large and the truth declare.

Teagareya Moodelliar Interrogatory 5th Do you not Know or have you heard of, or otherwise been Credibly informed, that the said Defendant did Request the said Complainant to furnish the Dimensions or measurement of the House that was Mortgaged by Vadamala Pillay (in the Pleadings of this Cause named) to the said Complainant? If Yea, what was the particular Cause and Reason for making such Request. Did the said Complainant Inconsequence thereof furnish the measurement Required or not; And do you or do you not Know of any and what steps that were taken by the Defendant inconsequence thereof Setforth the particular at large and the truth Declare.

Canacasaby Moodelliar and Teagareya Moodelliar } Interrogatory 6th Do you or Do you not Know or were you Present when the said Defendant did some time in the Month of or at any other and what time meet with Vencatasha pilla in the Pleadings of this Cause named? If Yea, at what place did such meeting happen and in whose presence, Did or did not any and what discourse take place, with Regard to and intended sale of Vadamala pilla's House, in the pleadings of this Cause named. Did or did not the said Vencatasha pilla say any thing Relative thereto? If Yea was such words Spoke in your presence or in the presence of any other Person and who by name and what was the purport meaning and intent of the said Defendant thereupon go with you to the Complainant and what was the Cause of your doing so? Did any and what words in Consequence thereof take place. Did the said Defendant and Complainant in Company with you go back again to the said Vencatashapilla or not? If Yea what was the Cause or Reason for so doing Did the said Vencatasha pilla or did he not repeat the same words which he had spoken before or how otherwise? and did the said Complainant or did he not in Consequence thereof, Attempt to Contradict them, Did or Did not the said Complainant say any thing Relative thereto Did or Did not the said Defendant in your presence or in the presence of any other Person and whom Demand from the said Complainant the security Bond in Question now produced and shewn to You? If Yea Did the said Complainant or did he not promise to deliter up the said Security Bond any and what Certain time, and did any other and what particular words pass Relative thereto. Setforth the same to the best of Your Knowledge remembrance and belief and the truth 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 setforth any thing touching the Matter in Question in this Cause that may tend to the benefit and Advantage of the Complainant and 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. Chalmer
Atty for Defendt

Translation of a Letter Dated 21st December 1788.

I Vadamala do Write this to Ranjastrey Anechapillay

Whereas In consequence of your having executed a Security Bond Regarding the Mortgage I have made on the Bill of Sale of my House to Peroombadoo Mortiah Pillay (on Account thereof) this Day paid 70 Pagodas I hope you will be so good as to pay the Remainder 30 Pagodas to the said Peroombadoo Mortiah Pillay and Receive and Keep in your Possession the Bill of Sale and the Receipt and I will pay the said 30 Pagodas together with its Interest and Redeem the Bill of sale of my House.

This Exhibit marked with the Letter A was suppressed by order of Court at the Hearing on the fourth of October Anno Domini 1794
G. Taylor Regr.

signed Vadamaly

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

Ranganaudem
Interpreter

Exhibit marked A on the Part of the Defendant In the Cause Mortiah Pillah vers Anecha Pillah

G. Chalmer
Attly for Defendt

Malabar

This Exhibit A was shewn to Ponnapen Moodelly Vadamala Pilla, Krestnachellum Tellesinga Pilla and Ramasawmy Pilla at the Respective times of their Examination before me on the part of the Complainant and Deft In a Certain Cause now Depending in the Honble the Mayor's Court at Madrasapatnam wherein the said Mortiah Pilla is Complainant and Anecha Pilla is Defendant was on the 14th 15th 20th and 22d Day of April Anno Domini 1794

Benjamin Bransill
Esqr

Translation of a Security Bond Dated 4th November 1788.

I Anechapillay Son of Nadoorapadoo Narrainapillay of Nundagoapaula Cast of Madras do give this Security Bond for Ready Specie to Mootiapilla Son of Paroombadoo Cheaniah pillay of Conicoply Cast of the same Place that is to say.

As Paroongoody Vadamaliapillay having borrowed and Received of you the sum of /100/ One hundred Star Pagodas Current Money of Madras on the Mortgage of the Choultry Cadjan Bill of sale of his House /which is in the Name of Vencatapillay his Grand Father/ Situated at Appia Mettoos Street in the Lane of Marygooroovan North to the House of Shania Appoo Chitty and south to the House which he bought from Marygooroovan he shall Repay you the said Principal with all such Interest as shall or may become due thereon at the Rate of 12 ℘ Cent ℘ Annum on or before the 31st December next and Redeem his Bill of Sale indefault of which I do hereby Engage to pay you the Principal With Interest due thereon on or before the 4th February 1789, and Redeem the Cadjan Choultry Bill of sale of the House Which was Mortgaged to you by Vadamaliapillay as well as the Mortgage Bond Executed to you by him In case of failure for Payment thereof you are hereby empowered to Recover it by prosecuting me in the Honble the Mayor's Court — Thus I have given you this Security Bond for Ready [illegible]

free will and Consent Witnesses Yalacantore Vencatasa Chitty and Paroombadoo Troovengada pillay by their Knowledge this Security Bond for Ready Specie was drawn by Connore Arnachellam.

Witnesses
(Signed) Yalacantore Vencatasan
Troovangadam

(Signed) Anechapan

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

Runganaudom
Interpreter

13th April 1791

Mootiah Pillay vers Anechapillay — Exhibits on the part of the Complainant bearing Date 4th Day of November 1788 and pray'd for by the Defendant

White pltts Attg

This Exhibit was Shewn to Ellacatoor Vencatasha Chettiar – Tevedamarrothoor Mootiah Mordelliar and Tagaroy Mordel^r at the Respective times of their Examination before me on the Part of the Defendant In a Certain Cause now depending in the Honble the Mayor's Court at Madraspatnam wherein the said Mootiah Pilla is Complainant and Anechapillay is Defendant was on the 20th and 21st Days of April Anno Domini 1794 –

Benjamin Branfill
Ex^r

Mayor's Court at
Madraspatnam

Between Anechapillay of Madras Inhabitant Defendant and Mootiah Pillay of the same Place Inhabitant Complainant

On the part of the Defendant

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

Ellacatoor Vencatasha Chettiar China Shopkeeper of Madras Aged Sixty Years or thereabouts – being produced as a Witness in this Cause On the Part of the Defendant was on the twentieth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr John White who is Attorney for the Complainant by Cacavah 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 Mootiah Pilla in this Cause, and that he hath so Known him Eight Years or thereabouts – and that he doth Know the Defendant Anecha Pilla in this Cause and that he hath so Known him twenty Years or thereabouts – and more he saith not to this first Interrogatory –

2nd To the Second Interrogatory this Deponent saith that he has Looked at the Cadjan writing now produced and shewn to him at this the time of his Examination purporting to be a Security Bond or

Agreement from the Defendant in the Title of these Interrogatories named to the Complainant and asserts that he was a Subscribing Witness to the due Execution thereof and further saith that the particular purpose for which the said Bond or Agreement was granted, was that the Defendant should discharge the Debt due to the Complainant by Vadamaly Pilla, in case he the said Vadamaly Pilla should not Repay the same to the Complainant Agreeable to the time specified in the Bond Executed by him to the Complainant This Deponent saith that Vadamaly Pilla in the Pleadings of this Cause named / did on the twenty first day of December in the Year of Christ One Thousand Seven hundred and Eighty Eight in the presence of this Deponent pay the sum of Seventy Pagodas to the said Complainant in Liquidation of the said Bond and further saith that the said Seventy Pagodas was paid in the Debtors Jail in the presence of this Deponent and on Mootiah Moodelliar and more he saith not to this second Interrogatory.

To the last Interrogatory this Deponent saith that the said Vadamaly Pilla did Require of the Complainant a Receipt for the Sum of Seventy Pagodas which he paid to him in Reply to which the Complainant said he would endorse it on the back of the Bond whereupon the said Vadamaly Pilla desired the Complainant to deliver up to the Defendant the Bill of sale of his the said Vadamaly Pillas House on Receiving thirty Pagodas from the Defendant This Deponent further saith that the said Vadamaly Pilla did send a Letter by his Brother to the Defendant acquainting him that he the said Vadamaly pilla paid the Sum of Seventy Pagodas to the Complainant and more he saith not to this last Interrogatory.

Benjamin Branfill
Ex.r

Mayor's Court at Madraspatnam

Between Anechapilla of Madras Inhabitant Defendant and Mootiah Pilla of the same Place Inhabitant Complainant

On the Part of the Defendant

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

Trevedamareethoor Mootiah Moodelliar Peon 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 twenty first day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. John White who is Attorney for the Complainant by Casarah 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

Know the Complainant Mootiah Pilla in this Cause, and that he so Known him, Eight or nine Years and that he doth Know the Defendant Anecha Pilla in this Cause, and that he hath so Known him ten Years or thereabouts. And more he saith not to this first Interrogatory.

2nd To the Second Interrogatory this Deponent Hath Looked at the Cadjan writing now produced and shewn to him at this the time of this Examination purporting to be a Security Bond or Agreement from the Defendant in the Title of these Interrogatories named to the Complainant and saith that he was not a Subscribing Witness to the due Execution thereof and further saith that Vadamala Pilla in the Pleadings of this Cause named, did on the twenty first day of December in the Year of Christ One Thousand Seven hundred and Eighty Eight pay in this Deponents presence the sum of Seventy Pagodas to the said Complainant in liquidation of the said Bond and saith that the said sum of Seventy Pagodas was so paid in the Debtors Jail in the presence of this Deponent and Ellacatoor Vencatasha Chillyar and more he saith not to this Second Interrogatory.

To the last Interrogatory this Deponent saith that the said Vadamala Pilla Required a Receipt from the Complainant for the abovementioned Sum of Seventy Pagodas which be Refused but promised he would Endorse the same on the back of the Bond and further saith that the Complainant pressed the said Vadamala Pillay to pay him thirty Pagodas the Residue of the said Bond upon which the said Vadamala pilla Refused him to the Defendant, saying that the said Defendant would pay him the Complainant the aforementioned thirty Pagodas on Condition that the Complainant would deliver to him the Bill of Sale of the House (of his the said Vadamala pilla) together with the Mortgage Bond executed thereon to which the Complainant did agree whereupon the aforementioned Vadamaly Pilla Acquainted the Defendant with the same in writing and more he saith not to this last Interrogatory.

[illegible]

Benjamin Branfill
Ex.

Mayor's Court at
Madraspatnam

Between Anechapilla of Madras Inhabitant Defendant and Mootiah Pilla of the same Place Inhabitant Complainant

On the Part of the Defendant

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

Vadamala pilla Dubash 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 twenty Second Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr John White who is Attorney for the Complainant by Easavah my

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 Mootiah Pilla in this Cause and that he hath so Known him twenty Years or thereabouts—and that he doth Know the Defendant Anacha-pilla in this Cause and that he hath so Known him four or five Years and more he saith not to this first Interrogatory—

2d To the Third Interrogatory this Deponent saith he Looked at the Endorsement writing now produced and shewn to him at the time of this Examination marked with the Letter A and saith the same is his own hand writing—and further saith it was for the purpose of requesting the Defendant that the said paid to the Complainant the Sum of seventy Pagodas as the Defendant became Security for him to the Complainant This Deponent saith he did pay the Sum mentioned in the said Exhibit to the Complainant in the presence of two Persons namely Ellanchee Venkatasha Chettyar and Mootiah Mondelliar and saith the said Sum of Seventy Pagodas was paid on the twenty first Day of December in the Year of Christ One Thousand Seven hundred and Eighty Eight but he saith he did not obtain a Receipt for the same This Deponent further saith the Cause and Reason thereof was that the Complainant promised to Endorse the said Sum of Seventy Pagodas on the Back of the said Bond or that he would deliver to the Defendant the Bill of

This Deposition engrossed by order of Court the fourth day of October Anno Domini 1791

G Taylor Regr

of Sale of the two Deponents House as well as the Mortgage Bond Executed by him thereon to the Complainant and Receive from the Defendant the Residue of the said Bond, Thirty Pagodas the whole of the above transaction passed in the presence of the forementioned Ellanchetty Venkatasha Chettyar and Mootiah Mondelliar and more he saith not to this or to the Last Interrogatory—

all—Sworn by ett Cott

Benjamin Bransfill
Esq

Mayors Court at Madraspatnam

Between Anacha Pilla of Madras Inhabitant Defendant and Mootiah Pilla of the same Place Inhabitant Complainant
On the Part of the Defendant

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

Krishnachettum Tellasinga Pilla Dubash of Madras Aged fifty four or fifty five Years being produced as a Witness in this Cause on the part of the Defendant was on the fourteenth Day of April One Thousand Seven hundred and Ninety One Sworn and Examined at the Office of Mr John White who is Attorney for the Complainant by Ellanchetty my Servant who also left him a Note of the Name Title and Place of Abode of

of the said Deponent and afterwards on the same Day being Sworn & Exd. Deposeth as followeth.-

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Complainant Mootiah Pillah in this Cause, and that he hath so Known him about five or Six Years and that he doth Know the Defendant Anechapilla in this Cause, and that he hath so Known him about twenty Years. And more he saith not to this first Interrogatory.-

4th ..... To the fourth Interrogatory this Deponent saith, that he was present some time in the Month of December which was in the Year of Christ One Thousand Seven hundred and Eighty Eight when the Defendant in the Title of these Interrogatories Named Relative to the Matter was in question. And further saith that the said Defendant did then a Cadjan writing to the said Complainant. And asked him, the said Complainant if he had Received the Sum of Seventy Pagodas from Vadamaly Pilla to which the Complainant Answerd in the Affirmative, and that as soon as he Received the Remaining Thirty Pagodas that he would Return to the Defendant the Security Bond, which was Executed by the said Defendant to him, the said Complainant. This Deponent hath looked at the Cadjan writing now produced and shewn to him, at this the time of his Examination marked with the Letter A and says it is the Same identical Cadjan writing that he saw presented by the Defendant to the Complainant. And further saith that the said Complainant did thereupon in his, this Deponents presence, And in the presence of One Rama Sowmy Acknowledge and Confess that he had

Received

So much of this Deposition as relates to the Exhibit A was Suppressed by order of Court at the Hearing on the fourth Day of October Anno Domini 1794
G Taylor
Regr.

Received the sum of Seventy Pagodas from Vadamaly Pillah aforesaid in part discharge of the Security bond for One hundred Pagodas executed by the Defendant to the Complainant. And more he saith not to this or to the last Interrogatory.-

[illegible]

Joseph Shawe
Exr.

Mayor's Court at
Madraspatnam

Between Anechapilla of Madras Inhabitant Defendant and Mootiah Pilla of the same Place Inhabitant Complainant
On the Part of the Defendant

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

Ramasawmy Pilla Merchant 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 twentieth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. John white who is Attorney for the Complainant by Casava 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

1st ..... To the first Interrogatory this Deponent saith, that he doth Know the Complainant Moetiah Pilla in this Cause, and that he hath so Known him ten Years or thereabouts and that he doth Know the Defendant Anecha Pilla in this Cause, and that he hath so Known him from his this Deponents Infancy - and more he saith not to this first Interrogatory -

4th ..... To the Fourth Interrogatory this Deponent saith, that he was present some time in the Month of December which was in the Year of Christ One Thousand Seven hundred and Eighty eight when the Defendant (in the Title of these Interrogatories named) sent for the Complainant relative to the matters now in Question - And further saith that the Defendant did then shew to the Complainant a Cadjan writing purporting to be a Letter from Vadamaly Pilla to the Defendant. This Deponent saith that the Defendant asked the Complainant if he had Received the Sum of Seventy Pagodas from the said Vadamaly Pilla as is mentioned in the said Letter - This Deponent hath Looked at the Cadjan writing was produced and Shewn to him at this the time of his Examination marked with the Letter A and saith this the same identical Cadjan Writing that the same presented by the Defendant to the said Complainant. This Deponent saith that the Dd. Compt. did thereupon in the presence of this Depnt. as well as in the presence of Tellesinga Pilla Acknowledge that he had Received the Sum of Seventy Pagodas from the Above mentioned Vadamaly Pillah, for the Particular purpose of liquidating the Security Bond which was Executed by the Defendant to the Complainant and more he saith not to this fourth Interrogatory -

So much of this Deposition as Relates to the Exhibit A was Suppressed by order of Court at the Hearing on the fourth day of October Anno Domini 1794 -
G Taylor Regr.

To the last Interrogatory this Deponent saith that the Complainant was Ready to Return the Abovementioned Security Bond as Well as the Bill of Sale, and the Mortgage Bond of the House of the said Vadamaly Pilla, provided he the said Defendant would pay him the Sum of Thirty Pagd. being the Residue of the Amount of the Security Bond executed by him the said Defendant to the Complainant - And more he saith not to this last Interrogatory -

Benjamin Branfill
Exr.

Mayor's Court at Madraspatnam

Between Anechapilla of Madras Inhabitant Defendant and Moetiah Pilla of the same Place Inhabitant Complainant
On the Part of the Defendant

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

Tangaroya

Teagareya Moodelliar Dubash of Madras Aged thirty three Years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the Twentieth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. John White who is Attorney for the Complainant by Cesarah 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 Mootiah Pilla in this Cause, and that he hath so Known him fifteen Years or thereabouts and that he doth Know the Defendant Anecha Pilla in this Cause, and that he hath so Known him about the same Number of Years And more he saith not to this first Interry.—

5th To the fifth Interrogatory this Deponent saith, that he Knows the said Defendant did Request the said Complainant to furnish the Dimensions or measurement of the House that was Mortgaged by Vadamaly Pilla (in the pleadings of this Cause named) to the said Complainant and saith the particular Cause and Reason for making such Request was to sell the Premises and further saith the Complainant did in Consequence thereof furnish the measurement Required — This Deponent saith the Steps that were taken by the Defendant in consequence thereof was, that he Caused an Advertisement to be drawn out with a View of affixing the same on the Door of the said Vadamaly's House for the purpose of Selling it and more he saith not to this fifth Interrogatory.—

6th To the Sixth Interrogatory this Deponent saith that he was present when the said Defendant did same time in the Month of December in the Year of Christ One Thousand Seven hundred and Eighty Eight meet with Vencatasha Pilla in the pleadings of this Cause named in the House of Lotchmany Pilla in the presence of this Deponent the said Latchmany Pilla the Defendant and Vencatasham Pilla and this Deponent saith the discourse which took Place with Regard to an intended sale of Vadamaly Pilla's House in the pleadings of this Cause named was, that the Defendant Acquainted the before mentioned Latchmany Pilla that he the Defendant intended to sell the said House shewing him at the same time the Advertisement herein before alluded to, when the beforementioned Vencatasha Pilla informed the Defendant that the Complainant did in the presence of four Persons promised to deliver over to him the Bill of sale of the House of the said Vadamaly Pilla, on Condition that he the said Vencatasha Pilla should pay to him the Compt. the Sum of thirty Pagodas being the Residue of a Debt due to him by the said Vadamaly Pillay — This Deponent saith that the Defendant did thereupon go with him to the Complainant to demand of him the Reason of his having furnished him the Defendant with the dimensions or measurement of the House of the said Vadamaly Pilla as he the said Compt. did

did consent to deliver the Bill of sale of the said House as well as the Mortgage Bond Executed thereon to the beforementioned Vencatasha Pilla on Condition of his paying him thirty Pag.s This Deponent saith that the Complainant denied his ever having premised to deliver the said Bill of sale to the abovenamed Vencatasham Pilla on Condition of Receiving thirty Pagodas and further saith that the Defendant and Complainant in Company with this Deponent did go back again to the said Vencatasha Pilla in order to ascertain the truth of what he had mentioned and saith the said Vencatasha Pilla did Repeat the same words he had before spoken and proved the same by divers Witnesses. This Deponent saith that the Complainant did not in Consequence thereof Attempt to Contradict them nor did he say any thing Relative thereto and further saith that the Defendant in the presence of this Deponent and in the presence of some other Persons (whose Names he does not Recollect) did demand from the said Complainant the Security Bond in Question now produced and Shewn to him and saith that the Complainant did premise to deliver up the said Security Bond as soon as his Brother who was Absent in the Country Returned. And more he saith not to this or to the last Interrogatory.

[illegible]

Benjamin P Branfill
Ex.r

Vencatasha Pillah
Narrain

Additional 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 Mootiah Pillah of Madras Inhabitant is Complainant and Anecha Pilla of the same Place Inhabitant Defendant

On the Part and behalf of the Defendant

To all the Witnesses } Interrogatory 1.st Do you Know the Parties Complainant and Defendant in the Title of these Interrogatories Named, or either and which of them Declare and how long have you so Known them or either and which of them Declare the truth and your Knowledge therein

Vencatasha Pillah Interrogatory 2.nd Do you, or do you not Know, or have you heard that Vadamala Pilla in the Pleadings of this Cause named being indebted to the Complainant Mootiah Pillah in the Sum of One hundred Pagodas that the Defendant Anechapilla became Security for the due Payment thereof, and gave a Security Bond for the same Do you or do you not Know, or have you heard that all or any and what Part of the said One hundred Pagodas was ever discharged by the said Vadamala Pilla and the said Defendant or by either and which of them If Yea Did you or did you not Propose to the said Complainant and at what time to Pay of any and what

Remaining

remaining Balance upon his delivering to you a Certain Choultry Cadjan Bill of sale which had been Mortgaged to him the said Complainant by the said Vadamala Pilla. If Yea, what was your Reason for making such Proposal, and was the same Agreed to, by the Complainant or not, Did you or did you not afterwards and at what time, and Place, inform the Defendant Anecha Pilla of, what had passed between you and the said Complainant, and what was your Reason for giving him such information Did, or Did not the said Defendant, afterwards bring the Complainant before you, and Did or Did not any and what Conversation pass Relative to the aforesaid Matter. If Yea Did or Did not the said Complainant in Consequence thereof promise to deliver to the said Defendant, the Security Bond in Question Setforth, the particulars at Large and the truth Declare.

Narrain Interrogatory 3rd. Did you or Did you not at the Desire of the said Defendant Demand, of and from the Complainant the Security Bond in Question If Yea How often did you make such Demand, Did or Did not the said Complainant Promise a Compliance therewith or how otherwise setforth the same to the best of Your Knowledge remembrance and belief and the truth 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 Setforth any thing touching the Matter in Question in this Cause that may tend to the benefit and Advantage of the 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. Chalmer
Atty for Defendt.

Mayor's Court at Madraspatnam

Between Mootiah Pilla of Madras Inhabitant Complainant and Anecha Pilla 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.

Vencatasha Pillah Inhabitant of Madras Aged fifty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant, was on the twenty

twenty Ninth Day of April One Thousand Seven hundred and Ninety One Signified at the Office of Mr. John White 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 Mootiah Pilla in this Cause, and that he hath so Known him four or five Years — and that he doth Know the Defendt. Anecha Pilla in this Cause, and that he hath so Known him from his the Defendants Infancy, and more he saith not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith, he does not Know nor has he heard that Vadamala Pilla in the Pleadings of this Cause named was indebted to the Complainant Mootiah Pilla in the Sum of One hundred Pagodas or that the Defendant Anecha Pilla became Security for the due Payment thereof — This Deponent saith that he did not propose to the said Compt. but that the said Complainant proposed to him that he this Deponent should being the Brother of the aforementioned Vadamala Pillah and Pay him the Complainant thirty Pagodas through his means in that Case the Complainant would deliver to this Deponent a Certain Chouttry Cadjan Bill of Sale, which had been Mortgaged to him the said Complainant, by the said Vadamala Pilla — and further saith that he this Deponent did inform Latchmana Pilla at his own House about Sixteen Months ago of what had passed between him this Deponent and the Complainant when the Defendant was present and heard the Conversation — And saith the said Defendant did afterwards bring the Complainant before him this Deponent — and the Conversation that passed Relative to the aforesaid matter was that the Defendant asked the Complainant the Reason of his having proposed to deliver over to this Deponent the Chouttry Cadjan Bill of sale of the said Vadamala Pillay's House on Condition of his this Deponents paying him the said Complainant thirty Pagodas — since he the said Complainant furnished the Defendant with dimension or measurement of the House belonging to the said Vadamala Pilla in Answer to which the Complainant Replied that he did not make any such proposal where upon this Deponent produced Witnesses and proved that the Complainant did make the aforementioned proposal Regarding the delivery of the Bill of sale to this Deponent — This Deponent saith he does not Know that the said Complainant did in Consequence thereof premise to deliver to the said Defendant the Security Bond in Question and more he saith not to this, or to the Last Interrogatory —

Benjamin Branfil
Ex.r

[illegible]

Mayors Court at
Madraspatnam

Between Mootiah Pilla of
Madras Inhabitant and Anecha
Pilla 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.—

Narrain Peon 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 twenty ninth
Day of April One Thousand Seven hundred and Ninety One Signified at the Office of
Mr. John White who is Attorney for the Complainant by Casarah 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 Mootiah Pilla in this Cause, and that he hath so
Known him two Years or thereabouts and that he doth Know the Defendant
Anecha Pilla in this Cause, and that he hath so Known him four
Years or thereabouts And more he saith not to this first Interrg.

3d ..... To the Third Interrogatory this Deponent saith, that he did
at the desire of the Defendant demand from the Complainant
the Security Bond in Question and saith that he did very
often for the Space of Six Months make such D[illegible]

and further saith that the said Complainant did promise Compliance
therewith — And more he saith not to this or to the last Interrogatory.—

Benjamin Branfill
Ex.

The B. Mark
of Narrain

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 4th day of October Anno Domini 1792.—

Present

Josias Du Pré Porcher Esquire Mayor
[illegible] Andrew [illegible] Ross and James Amos
Aldermen

[illegible]tiapillah [illegible]tna
[illegible]
[illegible]echapillay [illegible] Anechapen

Bill with [illegible] Copy of a Security Bond Annexed Read.—
Answer w[illegible] the Copy of the Translation of a Letter Annexed Read.—
Replication [illegible] Read.
Amended [illegible] Rejoinder Read.—
Interrogatories on the Part of the Complainant Read.—
Four Depositions taken thereunto three whereof and so much of the Depo-
sition No 3 not Suppressed Read.—
Exceptions on the part of the Complainant Read.—
Answer thereto Read.—

The

The Complainants Exceptions to the Third Interrogatory Exhibited to and the Deposition of Vadamala Pillay as also to the Letter marked A and the Answer 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 Exceptions are good and sufficient, it is therefore Ordered that the Third Interrogatory Exhibited to and the Deposition of Vadamala Pillay taken thereto as also the Exhibit marked Letter A with the Evidence on both sides taken thereto do stand Suppressed and it is further Ordered that the Defendant do pay the Costs Attending the Exceptions.

Interrogatories on the part of the Defendant with a Cadjan and a Translate thereof Annexed Read.

Six Depositions taken thereunto three whereof [illegible] so much of the Depositions No 4 & 5 as were not Suppressed Read. The Witness No 7 did not Appear for Examination.

Additional Interrogatories on the Part of the Defendant Read.

Two Depositions taken thereunto Read.

This Cause Coming on to be Heard and Debated this Day in the presence of Attornies on both sides on Reading the Complainants Bill with Copy of a Security Bond Annexed The Defendants Answer with Copy of the Translation of a Letter Annexed The Replication, The Amended Rejoinder, The Interrogatories and Depositions on the part of the Complainant, The Interrogatories and Depositions on the Part of the Defendant with a Cadjan and Translate thereof Annexed On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just sum of One Hundred Sta Pagodas (Star Pagodas 100. ...) 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.

Pour

Court of Appeals at Madraspatnam

Saturday the 31st day of December Anno Domini 1791

Between Anechapillay of Madras Inhabitant Appellant and Mootiapillay of the same Place Inhabitant Defendant

This Cause Coming on this Day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayor's Court together with the order and Decree of the

the said Court given in this Cause on Tuesday the 4th day of October Anno Domini 1791 Upon due Consideration had of the matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think it to Order and Decree and doth Accordingly Order and Decree that the said Order and Decree of the Honble the Mayors Court do stand affirmed and that the Appellants Petition be hence dismissed with Costs.

A Cur

Chas. N White
Clk

Filed the 17th Jany 1792

To the Honble the Mayors Court at Madraspatnam

Between John Whitehell by his Acting Attorney Michael Topping Complainant and Elias Minnas Surviving Executor of John Galdar Deceased Defendant.

The Humble Petition of the above Named Complainant John Whitehell by his said Attorney Michael Topping

Sheweth

That Your Petitioner by said Attorney did on the Ninth day of December last filed a Bill of Complaint in this Honble Court against the above Named Elias Minas as the Surviving Executor of John Galder Deceased for the recovery of the Sum of Four Thousand Eight hundred and Seventeen Star Pagodas Four Fanams and Six Cash due by the Estate of the said John Galder unto Your Petitioner upon a Certain Bill of Exchange which was granted by the said John Galder in his life time in favor of Your Petitioner the amount Whereof the said John Galder received from the Attorney of Your Petitioner and the said Bill was afterwards returned Protested for non acceptance and non Payment as by the said Bill of Complaint now of Record in this Honble Court reference being thereunto had may more fully appear upon which Bill of Complaint a Summons issued against the said Elias Minas returnable on the Thirteenth day of the said Month of December and the same being returned not to be found and Your Petitioner by his said Attorney having sworn to the Debt and obtaind a Sequestration from this Honble Court the Sheriff of Fort St. George Sequestred the Sum of Three Thousand five hundred and Seventy three Pagodas and two fanams the property of the Estate of the said John Galder which was in the hands or Possession of Anna Seth Aviet the Administratrix of Seth Aviet deceased who was the acting Executor of the said John Galder and which said Sum of three Thousand five hundred and Seventy three Pagodas and two fanams the said Anna Seth Aviet as Your Petitioner has been informed was about to Pay had it not been for the Seigure aforesaid to One Arrakil Dionisius as the attorney of Elias Minas the Surviving Executor of the said John Galdar in satisfaction of the Decree of this Honble Court of

the Twenty Ninth day of November last whereby whereas De-
ceased to put the said Elias Moses as Surviving Executor as afore
said into Possession of the Estate of the said John Gabbar

Your Petitioner Sheweth that he has been in-
formed that the said Elias Moses the abovenamed Defendant
is now at Bengal and so reduced in his Circumstances as to be
absolutely involved in difficulties and embarrassments in
money matters and that if a Sum of money was once paid
into his hands there will be a risk of loosing it.

Your Petitioner is therefore apprehensive that
if the said Sum of Three Thousand five hundred and Seventy three
Pagodas and two fanams falls into the hands of the said
Elias Moses that he will apply the same to his own debts
and that Your Petitioner will be left without any means
for the recovery of his said Demand should he obtain a Decree
for the same — Your Petitioner therefore prays that this Honble
Court will be pleased to order the said Sum of three Thousand
five hundred and Seventy three Pagodas and two fanams to re-
main under the said Sequestration until the said Elias Moses
or his Attorney should appear to and answer the said Bill of
Complaint of Your Petitioner or until such time as the Cause
of Your Petitioner against the said Elias Moses as Surviv-
ing Executor of the said John Gabbar be determined by this Honble
Court —

Your Petitioner sheweth that it being the first
duty of an Executor to pay the Debts of the Deceased within the
Jurisdiction of the Ordinary where the Deceased departed this
life and all other Debts of the said Deceased being satisfied this
Honble Court is as Your Petitioner humbly conceives bound
to assist in having the Balance of the Estate of the deceased
preserved within its Jurisdiction till your Petitioners
Claim which is now verified by Affidavit be adjudged
to him by the Judgment of this Honble Court by the necessa
Proceedings to be had thereon —

Bypham
Atty for Complainant
& Petr

Filed the 1st
January 1792

In the Honble the Mayors
Court at Madraspatnam

Between John Whitehill by
his acting attorney Michael Topping
Complainant and Elias Moses —
Surviving Administrator of John
Gabbar Deceased Defendant

The Affidavit of the above Named Michael
Topping

This Defendant Maketh Oath and saith
that he hath been informed and verily believes that Elias —
Moses has before of Madras Armenian Merchant the

Trade at Madras but is now so much reduced in his Circumstances as to be absolutely involved in difficulties and Embarrassments in Many Matters —

Michl. Topping

Sworn in Madras this 12th day of December 1791.

Popham
atty for Complainant

Before me
Jor. du Pre Porcher
Mayor

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of January Anno Domini 1792 —

Present
Andrew Ross Esquire Mayor
John Metford and James Daly
Aldermen

John Whitehill by his acting Attorney Michel Topping
vers
Elias Minas Surviving Executor of John Galdar Deceased

The Sheriff returns the Warrant of Sequestration issued against the Effects of John Galdar Deceased Endorsed that he has Sequestered of the Property of the Defendant the Sum of Three Thousand five hundred and Seventy three Pagodas and two fanams — Petition and Affidavit of Michal Topping read and praying that the above Sum Sequestered by the Sheriff may remain under the Sequestration untill the said Elias Minas or his Attorney shall appear to and Answer the said Bill or untill such time as this Cause is determined by this Honble Court to which Messrs. James Stuart Hall and John Hamilton attornies for Elias Minas Surviving Executor of Johannas Hovan Galdar by his Attorney Arakiel Dionisius object an Execution having issued in favor of their Client against the Effects of the said John Galdar by virtue of which Writ they pray that the above Sum Sequestered by the Sheriff be handed over to their Client towards the Satisfaction of the above Execution — The Court having taken the same into Consideration it is Ordered that the Sum Sequestered be deposited in the Company's Treasury in the name of the Accomptant General Subject to the further Order of this Court. —

Filed the 17th January 1792.

To the Honble the Mayor's Court at Madraspatnam

Anthony
vers
Alexander Alias Allexo

The humble Petition of the above named Defendant

Sheweth

That your Petitioner is Served with process to appear to Answer the Complainants Bill But being very poor as by Affidavit appear Is by reason if such

If has permitted to Defend in form paupers —

Your Petitioner therefore Most humbly prays to be admitted to defend this Suit in forma pau-pers and to Assign him an Atty. —

And Your Petitioner shall Ever Pray

The Mark + of Alexander alias Aleixo

Filed the 17th January 1792

In the Honble the Mayors Court at Madraspatnam

Anthony
vers
Alexander alias Aleixo

The Affedavit of the above Named Defendant

This Deponent Naketh Oath and saith that he is not worth the Sum of Five Pounds Sterling or Twelve Pagodas and if in all the World his Just debts being first paid and his wearing Appearl and the Matter in question in this Cause only excepted —

The mark + of Alexander alias Aleixo

Sworn to in Court this 17th Jany 1792 the Contents hereof having been previous by explained to the Deponent by the Court Interpreter

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of January Anno Domini 1792 —

Present
Andrew Ross Esquire Mayor
John Mitford and James Daly
Aldermen

Anthony
vers
Alexander alias Alexo

Bill with Copy of an Account Current Annexed filed between the days of adjournment Summons issued thereupon returned Served — The Defendant appears — Petition and Affedavit of the Defendant Sworn to in Court this day pray-ing to be admitted to Defend this Suit in Forma pauperies and that an Attorney may be appointed him — Petition and Affedavit Read and filed — Ordered that the Defendant be allowed to defend in Forma Pauperies and that Mr George Chalmer do act as attorney for the Petitioner —

Filed 17th Jany 1792

To the Honble the Mayors Court at Madraspatnam

Between Veerasawmy
Pilla of Madras Inhabitant
Complainant and Vineatachellum

Pilla and Irevengada Pilla alias
Colunda Pilla of the same place
Inhabitant Defendant.

The humble Petition of the above named Complainant

Sheweth

That your Petitioner did on the fourth day of June in the year of Christ on Thousand seven hundred and eighty nine filed a Bill of Complaint in this Honble Court against the above named Defendant for the recovery of a sum of Three hundred and seven Pagodas, and the said Defendants neglecting to put in an Answer thereto this Honble Court were pleased to grant a Decree against them That a Warrant of Execution did issue thereon authorizing the Sheriff of Fort St. George to sell the Mortgaged Premises, That thereupon one Perendavy Ummal and Irevengada Pilla did file a Petition stating a claim thereto and praying the Sheriff might be restrained from making sale thereof. That your Petitioner having filed an Answer thereto Witnesses were examined and Publication passed, when the said Petition and Answer being set down for hearing, came on to be heard on the Twenty sixth day of July last past, when this Honble Court were pleased to Order the said Petitioners Petition to stand dismissed.

From which said Order the said Petitioners did Appeal to the Honble the Court of Appeals, but your Petitioners she-

to this Honble Court to have the Pleadings in this Cause transmitted to the said Honble Court.

Your Petitioner therefore most humbly prays this Honble Court will be pleased to direct their Register to transmit the pleadings in this cause to the said Honble Court of Appeals that the same may attend the hearing of the said Appeal And Your Petitioner shall ever pray.

G: Chalmer
Attg for Petr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of January Anno Domini 1792

Present

Andrew Ross Esquire Mayor
John Mitford and James Daly
Aldermen

Veerasawmy Pillah
vers
Vencatachellum and Colunda

Petition of the Complainant praying that the Original Proceedings in the Matter in dispute between the Petitioner Parandavy Ummall may be sent up to the Court of Appeals read and filed this day. Ordered accordingly.

Pilla and Trevengada Pilla alias
Colunda Pilla of the same place
Inhabitant Defendant.—

The humble Petition of the above named Complainant

Sheweth

That your Petitioner did on the fourth day of June in the year of Christ on Thousand seven hundred and eighty nine filed a Bill of Complaint in this Honble Court against the above named Defendant for the recovery of a sum of Three hundred and seven Pagodas, and the said Defendants neglecting to put in an Answer thereto this Honble Court were pleased to grant a Decree against them That a Warrant of Execution did issue thereon authorizing the Sheriff of Fort St. George to sell the Mortgaged Premisses, That thereupon one Perandavy Ummal and Trevengada Pilla did file a Petition stating a claim thereto and praying the Sheriff might be restrained from making sale thereof. That your Petitioner having filed an Answer thereto Witnesses were examined and Publication passed, when the said Petition and Answer being set down for hearing, came on to be heard on the Twenty sixth day of July last past, when this Honble Court were pleased to Order the said Petitioners Petition to stand dismissed.—

From which said Order the said Petitioners did Appeal to the Honble the Court of Appeals, but your Petitioners sheweth that the said Appellants have neglected to this Honble Court to have the Pleadings in this Cause transmitted to the said Honble Court.—

Your Petitioner therefore most humbly prays this Honble Court will be pleased to direct their Register to transmit the pleadings in this cause to the said Honble Court of Appeals that the same may attend the hearing of the said Appeal And Your Petitioner shall ever pray.—

G: Chalmer
Atty for Petr.—

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of January Anno Domini 1792

Present

Andrew Ross Esquire Mayor
John Mitford and James Daly
Aldermen

Veerasawmy Pillah
vers
Vencatachellum and Colunda

Petition of the Complainant praying that the Original Proceedings in the Matter in dispute between the Petitioner Parandavy Ummall may be sent up to the Court of Appeals read and filed this day — Ordered accordingly.—

Filed 17th Jan.y 1792

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

Between Agavally Satur of Madras Merchant Complainant and Shake Burry of the same place Inhabitant Defendant.

The humble Petition of Butta Saib Beeby

Sheweth

That the abovenamed Complainant having obtained a Decree in this Hon.ble Court against the abovenamed Defend.t a Warrant of Execution did issue thereon, by virtue of which Writ of Execution the Sheriff did sieze upon a certain House and Ground the property of your Petitioner. That your Petitioner to prevent the same from being sold in Execution did file a Petition in this Hon.ble Court setting forth her right and title to the same and thereby prayd that the said Writ of Execution might be superceded so far as it related to the siezur of the said Premisses. That the said Complainant became Respondent and filed an Answer thereto that Issue did thereupon join and Witnesses having been examined Publication passed. That the said Petition and Answer came on to be heard on the Second day of August last past when this Hon.ble Court were pleased to Order your Petitioners Petition to stand dismissed. From which said Order your Petitioner did Appeal to the Hon.ble Court of Appeals in which Court the said cause is now pending.

humbly prays this Hon.ble Court will be pleased to direct their Register to transmit the Pleadings in this 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.

G: Chalmer
Att.y for Pet.r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of January Anno Domini 1792

Present

Andrew Ross Esquire Mayor
John Mitford and James Daly
Aldermen

Sirquis Sature Administrator of Agavelly Sature Deceased
vers
Shake Burry

Petition of Butta Saib Beeby praying that the Original Proceedings in this Cause may be Sent up to the Court of Appeals Read and filed this day. Ordered Accordingly.

Filed 19th Jan.y 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court your Orator Verdapah Mardelear of Madras
Inhabitant, That Poondamally Niney apah of the same place
Inhabitant stands Justly and truely Indebted unto Your Orator,
in the full and Just Sum of Two hundred and Twenty Pagodas
and Six fanams Current Money of Madras, Making in
Sterling money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of Eighty Eight Pounds and
one Shilling or there abouts, As will more fully and at large ap-
pear by a Written Bond or Obligation and an Account Current
Copies whereof are herewith Annexed for the 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 Your Orators
Bill of Complaint, the Originals whereof being in the Pos-
session of your Orators Attorney at Law and ready to be pro-
duced when required, And your Orator further Sheweth unto
to this Honble Court, that he hath frequently and in an
amicable Manner Requested Payment from the said Poon-
damally Niney apah of the said Sum of Two hundred and Twen-
ty Pagodas and Six fanams.

But now so it is may it Please this Honble
Court that the said Poondamally Niney apah Altho

wilfully refuses to pay the same or to give Your Orator any
manner of Satisfaction touching the Premisses Your Orator
therefore Prays a General Relief such as to this Honble Court
shall appear agreable to Equity and good Conscience To
the End therefore that the said Poondamally Niney apah
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 he Particularly
Interrogated thereto and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of Two hundred and
Twenty Pagodas and Six fanams with all such Inte-
rest as now is or shall hereafter become due thereon and
all Costs of this Suit

May it Please this Honble Court to
Cause the said Poondamally Niney apah to be Summoned
and required by the Sheriff of Fort Saint George Town
of Madras patnam and the Districts thereof Perso-
nally is 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 &
Decree therein as to this Honble Court shall seem Meet.

Fort St George 19th January 1792.

R.t Williams

Translation of a Mortgage Bond Dated 16th Pungony of Saudaranna Year Answering to anno Domini 14th March 1791 —

I Poondamally Ninnyapah of Madras do give this Mortgage Bond to Varadapah Moodaliar son of Soliealy Mudgapah Moodaliar of the same place that is to say

In consequence of my urgent occasion I have this day Mortgaged to you Two Choultry Bill of Sale of my House Situated at Pedda naig Cottah in the West Street of Adepetah pillear Church East to the House of Ponnary Vencatarauma Naiker West to the House of Pedda Sedambara Moodaliar and borrowed and received of you the Sum of ₹200/ Two hundred Star Pagodas Current Money of Madras which Sum I do hereby Engage to Repay you on or before the 30th Auvany of Asses discarded Year or 16th September 1792 with all such Interest as shall or may become due thereon at the rate of 12 ₹ Cent ₹ Annum Indefault of which you are hereby empowered to present in the Choultry the Mayors Court and recover your Principal and Interest together with the Charges attending thereto by disproving the Premises and I am not to file Demurrer Plea Warrant and Answer thereto, Thus I have given you this Mortgage Bond with my free will and Consent Witness Soliealy Condapa Moodaliar and Ninnapah Chetty Moodaliar by their knowledge this Mortgage Bond was Drawn by Soliealy Subbarayan — /Signed/ Ninnyapah

Witness /Signed/
Condapah
Ninnaiachetty

Attest Translation as near as can be from the Malabar Language /Signed/ Rangenaiadoo
Interpreter

Attest Copy
/Signed/

Dr. Poondamally Ninnyapah in Account Current with Varadapah Moodaliar — — —

accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Twenty Pagodas Six Fanams (Pagodas 220.– 6 –) 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

Huz

Filed the 24th January 1792.

L.S.

At the Court at St. James's
the 20th of July 1791.–

Present

The King's most Excellent Majesty–

Duplicate

Arch Bishop of Canterbury — Lord Grenville
Lord President — Lord Amherst
Duke of Leeds — Mr. Chancellor of the Exchequer

Whereas there was this Day read at the Board, a Report from the Right Honorable the Lords of the Committee of Council for hearing Appeals from the Plantations, dated the 1st of this Instant, in the Words following Viz.t–

"Your Majesty having been pleased by Your Order "in Council of the 1st of April 1791, to refer unto this Committee the "humble Petitioner of Streeparoomboodoor Moodoo Moodelliar "of Madras, Merchant, by his Attorney Emanuel Lewis Ander-"son also of Madras; Setting forth, That the Petitioner did on "or about the 27th of December 1787 file his Bill of Complaint "in the Hon.ble the Mayor's Court at Madras against Colund-"a Veeraparmaul Pillay and Chinnakistnamah Naick of Madras, "Dubashes, for the Recovery of 5199 Pagodas, 34 Fanams and "37. Cash Current Money of Madras, (making in Sterling Money "of Great Britain, at the Rate of 8 Shillings a Pagoda, the Sum "of 2079. 18. 3. or thereabouts) together with, Interest being "the Remainder of the sum of 17,905 Pagodas due on the joint and "several Bond or Obligation of the said Colunda Veeraparmaul "Pillay and Chinnakistnamah Naick (the now Appellant) to "the Petitioner and Anevay Chingleroy Moodelliar deceased bearing Date the 1st of December 1784 – That the said "Colunda Veeraparmaul Pillay and Chinnakistnamah Naick "declining to put in any Answer to this Bill the Cause Came "on to be heard Exparte and on the 4th of March 1788, The Court, "after Stating that the Petitioners Attorney had produced the "proper Certificat from the Register of the passing the usual "Rules for Defendants to answer, which they had neglected "to do, Ordered and Decreed that Defendants should pay to the "Petitioner the said Sum of 5199. Pagodas, 34 Fanams "and 37 Cash, together with Interest and Costs of Suit That "on the 17th of March 1788. the said Defendants thought pro-"per to appeal to the Hon.ble the Court of Appeals at Madras "for the several Reasons set forth in their Petition of Appeals "— That on the 11th of April 1788, the Petitioner put in his "Answer to the said Petition and appeal, and the same came "on to be heard and determined on the 31st of May 1788, when "the said Hon.ble the Court of Appeals

"Petition and Appeal of the said Defendants with Costs — Thid
"the said Defendants thinking themselves aggrieved by the
"said Judgment of the said Court of Appeals confirming —
"the Decree of the said Mayor's Court, on the 13th of June 1788.
"filed their Petition of Appeal to Your Majesty in Council, —
"with the proper Officer at Madras, but the same has never
"been transmitted to Your Majesty's most Honorable Privy —
"Council in England, nor have any subsequent Proceedings
"been had therein — That by reason of the said Defendants
"having filed their Petition of Appeal to Your Majesty in
"Council, the said Suit and Proceedings become suspended,
"and the Petitioner hath thereby been prevented from suing
"out Execution under the said Decree of the said Mayor's —
"Court, or pursuing such other Measures as he might have
"been advised for Recovering the said Sum of 5199. Pagd.
"34 Fanams and 37 Cash, and Interest — And the Petiti-
"oner humbly prays, that the said Petition Appealing
"from the said Court of Appeals confirming the Decree
"of the said Mayor's Court may be dismissed for Want of
"Prosecution — The Lords of the Committee, in Obe-
"dience to Your Majesty's said Order of Reference, this
"Day took the said Petition into Consideration, and heard
"the Petitioner by his solicitor thereupon, and it appearing
"to be upwards of Three Years since the Judgment of

"was pronounced, and that the Appellants have not during
"all that Time presented any Petition of Appeal to Your
"Majesty therefrom — Their Lordships do agree to Re-
"port, as Their Opinion to Your Majesty, that the Ap-
"peal of the said Colunda Veerapermaul Pillay and —
"Chinnakistnamah Naick from the said Judgment of
"the Court of Appeals at Madras of the 31st of May 1788.
"ought to be dismissed for Non Prosecution with £50. Ster-
"ling Costs: —

His Majesty taking the said Report into Consideration, was
pleased, with the Advice of His Privy Council, to approve thereof,
and to Order, That the said Appeal of the said Colunda Veerapermaul
Pillah, and Chinnakistnamah Naick from the said Judgment of
the Court of Appeals at Madras of the 31st of May 1788, Be, and
the same is hereby dismissed this Board for Non Prosecution with
Fifty Pounds Sterling Costs — Whereof the Governor, or President
and Council of the said Court of Appeals at Madras, the Mayor's Court
there, and all other Persons whom it may concern, are to take Notice
and govern themselves accordingly —

Steph: Cottrell

„Petition and Appeal of the said Defendants with Costs — Thid
„the said Defendants thinking themselves aggrieved by the
„said Judgment of the said Court of Appeals confirming —
„the Decree of the said Mayor's Court, on the 13th of June 1788.
„filed their Petition of Appeal to Your Majesty in Council, —
„with the proper Officer at Madras, but the same has never
„been transmitted to Your Majesty's most Honorable Privy —
„Council in England, nor have any subsequent Proceedings
„been had therein — That by reason of the said Defendants
„having filed their Petition of Appeal to Your Majesty in
„Council, the said Suit and Proceedings become suspended,
„and the Petitioner hath thereby been prevented from suing
„out Execution under the said Decree of the said Mayor's —
„Court, or pursuing such other Measures as he might have
„been advised for Recovering the said Sum of 5199. Pagd.
„34 Fanams and 37 Cash, and Interest — And the Petiti-
„oner humbly prays, that the said Petition Appealing
„from the said Court of Appeals confirming the Decree
„of the said Mayor's Court may be dismissed for Want of
„Prosecution — The Lords of the Committee, in Obe-
„dience to Your Majesty's said Order of Reference, this
„Day took the said Petition into Consideration, and heard
„the Petitioner by his solicitor thereupon, and it appearing
„to be upwards of Three Years since the Judgment of

„was pronounced, and that the Appellants have not during
„all that Time presented any Petition of Appeal to your
„Majesty therefrom — Their Lordships do agree to Re-
„port, as Their Opinion to Your Majesty, that the Ap-
„peal of the said Colunda Veerapermaul Pillay and —
„Chinnakistnamah Naick from the said Judgment of
„the Court of Appeals at Madras of the 31st of May 1788.
„ought to be dismissed for Non Prosecution with £50. Ster-
„ling Costs: —

His Majesty taking the said Report into Consideration, was
pleased, with the Advice of His Privy Council, to approve thereof,
and to Order, That the said Appeal of the said Colunda Veerapermaul
Pillah, and Chinnakistnamah Naick from the said Judgment of
the Court of Appeals at Madras of the 31st of May 1788, Be, and
the same is hereby dismissed this Board for Non Prosecution, with
Fifty Pounds Sterling Costs — Whereof the Governor, or President
and Council of the said Court of Appeals at Madras, the Mayor's Court
there, and all other Persons whom it may concern, are to take Notice
and govern themselves accordingly —

Steph: Cottrell

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th Day of January Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

William Webb and John Milford

Aldermen

Streeperembedoor Moodoo Moodelliar by his Atty Emanuel Lewis Anderson

vers

Colunda Veerapermall Pillay and Chinna Kistnamah Naik

Mr Henry Du Puy Attorney for the Complainant prays leave to field an Order of his Majesty in Council of the 20th day of July 1791 whereby the Appellants Petition of Appeal from a Decree of the Honble the Court of appeals of the 31st May 1788 Affirming the Decree of the Mayor's Court of the 4th March 1788 was Dismissed for now prosecution and at the Defendants have not Satisfyed the Decree of this Court he therefore prays that a Warrant of Execution may issue against their Effects — Ordered Accordingly —

Filed the 24th January 1792

To the Honble the Mayors Court at Madraspatnam

Between Cl...

Tandaven Petitioner and Vincente Goozman Respondent In the Cause of Vincente Goozman Complainant and Tellanaiga Moodelliar Soobaroya Moodelliar Soobramoneya Moodelliar and Racken Soobramoneya Moodelliar Defendants

The humble Petition of the abovenamed Petitioner Colunday, Comarapen, Talesingen, Nineapen and Tandaven

Sheweth

That One Vincente Goozman having filed a Bill of Complaint against the abovenamed Defendants who appeared and Acknowledged the Debt a Decree passed thereupon and Execution having issued the Sheriff did in Order to Satisfy the same Seize upon Certain Premises belonging to your Petitioner and was about to Sell the same when your Petitioner presented a Petition to this Honble Court to Stop the sale thereof and praying that the said Sheriff might be Ordered to take off the Seals therefrom to which said Petition the abovenamed Complainant did put in his answer and thereupon issue being joined Witnesses were Examined and the Cause coming on to be heard the Court Ordered the prayer of your Petitioner Petition to be granted as by Your Records may Appear —

Your Petitioner Shew further that from this

Order the Opposite party did appeal to the Honble the Court of Appeals but hath hitherto Neglected to file any Petition to this Honble 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 Petitioner is altogether deprived of the Benefit of the Order given —

Your Petitioners therefore pray this Honble 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

V. Walker

Att^y for Compl^t

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th day of January Anno Domini 1792

Present

Andrew Ross Esquire Mayor

William Webb and John Milford

Aldermen

Vincente Goozman

vers

Tellanaiga Moodelliar Soobaroya Moodelliar —

Soobramoneya Moodelliar and Rochen

Soobramaneya Moodelliar

Petition of Colunday Comarapen Talesingun Neneapen and Tandaven praying that the Original Proceedings in the Matter in dispute between them and the Respondent be Sent up to the Court of Appeals Read and filed this day — Ordered Accordingly —

Filed 31st Jany 1792

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

Present

Josias DuPre Porcher Esqr Mayor

Andrew Ross — James Amos

Henry Readhead — Aldermen

Vydenada Moodelly

vers

Ponnapah Moodelly

Messrs James Stuart Hall and John Hamilton Attornies for the Defendant pray leave to deliver Acting their Client not having furnished them with either Money or Instruction — 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 made —

A True Extract

G^o Taylor

Reg^r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st Day of January Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

William Webb and James Daly

Aldermen

Vydenadah

vers

Ponnapah Moodelly

Affidavit of Thomas Ives of Service of Notice upon the Defendant of this Attorneys having prayed leave to declare acting sworn to in Court Read and filed this day Ordered that Mr James Stuart Hall and Mr John Hamilton be permitted to decline acting — Mr Stephen Popham Attorney for Complainant prays that the Defendant may be next Court day appoint another Attorney to act for him in the room of Messrs Hall and Hamilton — Ordered Accordingly —

Filed 31st Jan.y 1792

To the Honble the Mayors Court at Madraspatnam

The Petition of Alexander Stephen of Madras Merchant Original

To the Honble the Mayors Court at Madraspatnam

Between Vydenadah Moodelly of Madras Inhabitant Complainant and Ponnapah Moodelly of the same place Inhabitant Defendant —

The Affidavit of Thomas Ives one of the Serjeants of this Honble Court —

This Deponent Maketh Oath and Saith that he did on the Eighth day of December last past personally serve the above named Defendant with a Copy of the within Extract by leaving the same in his Hands —

Thos Ives —

Sworn to in Court
this 31st Day of January 1792 —

G. Taylor
Regr

Complainant and Cross Defendant
and Narrain Veerapah of the same
place Dubash Original Defendant
and Cross Complainant.—

The Humble Petition of the above named Orignd
Defendant and Cross Complainant.—

Sheweth

That the above named Original Complainant and Cross-
Defendant did on the Twenty first day of November in the Year
of our Lord one Thousand Seven hundred and Eighty Nine filed
his Bill of Complaint in this Honble Court against Your Peti-
tioner for the Recovery of the Sum of Seven hundred and Sixty
one Pagodas Seven Fanams and Sixty two Cash Your petitioner
further Sheweth that Your Petitioner appeared to the said Bill
of Complaint and filed his Answer thereto and afterwards
Exhibited his Cross Bill of Complaint against the Orignd
Complainant to which he filed his Cross Answer and
Replied to Your Petitioner Original answer and Your
Petitioner Rejoined and Cross Replied and the Cross Defendt
Rejoined to Your Petitioner said Cross Application and
Issue been joined in the said Causes Witnesses were exami-
ned and Publication having Passed in the said Causes they
were set down to be heard, and were accordingly heard &

Honble Court was pleased to Order and Decree that Your Petitioner
should pay unto the Original Complainant and Cross Defendant
the full amount said for with Costs of Suit and that Your Petitio-
ners said Cross Bill of Complaint should be dismissed — Your
Petitioner further Sheweth that your Petitioner did on the
twenty Ninth day of October last past appeal from the
Decree of this Honble Court to the Court of Appeal and that the
said Petition and Appeal is still depending and undetermi-
ned —

May it therefore please this Honble Court to
Order that Register of this Honble Court do Trans-
mit the Pleadings in this Causes to the Honble
the Court of appeal that the same may attend
the hearing of the said Appeal —

And Your Petitioner Will Pray

John West Attorney for
the Orignal Defendant and Cross Compl.t

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st Day of January Anno Domini 1792.—

Present

Andrew Ross Esquire Mayor

William Webb and James Daly

Aldermen

Alexander Stephen

vers

Narrain Veerapah

Et. E Contra

Petition of the Original Defendant and Cross Complainant praying that the Original Proceedings in these Causes may be sent up to the Court of Appeals read and filed this day — Ordered accordingly.—

Filed the 30th December 1791

In the Honble the Mayors Court at Madraspatnam

Between John Whitchell by his Attorney William Sydenham Complainant — and — Juggapah Puntaloo Alias Condraigulu Juggapah Defendant

The humble Petition of the above named Complainant —

Sheweth

the above named Defendant for the Recovery of a Certain Sum of Money charged by your Petitioner to be due to him from the Defendant in Marrar as in Your Petitioners Bill is Setforth — That after the Usual Proceedings were had the Cause came on to be heard on the Thirteenth day of November One Thousand Seven hundred and Ninety when this Honble Court were pleased to give a Decree in favour of Your Petitioner.—

From which Decree the Defendant hath 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 that Court of appeals to attend the Hearing of the said Cause.—

Bopham

atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th Day of January Anno Domini 1792.—

Present

Andrew Ross Esquire Mayor

John Mitford and James Daly

Aldermen

John Whitchell by his Attorney William Sydenham

vers

Juggapah Puntaloo Alias Condraigula Juggapah.

The Register acquaints the Court that in consequence of an Order

from the Mayor the Original Proceedings in this Cause were sent up in the days of Adjournment to the Honble the Court of Appeals, a Petition having been filed by the Attorney of the Complainant for that purpose —

Filed the 17th Jany 1792

To the Honble the Mayor's
Court at Madraspatnam

The Humble Petition of George Pasley

Sheweth

That, your Petitioner was admitted of the Honble Society of Lincoln Inn about seven years ago and kept most of the terms therein, with a view to qualify himself for being called to the bar, had he not been obliged to return to Madras previous to his Completing the accustomed terms —

That your Petitioner is desirous of practising the Profession to which he has been brought up, and therefore prays that your Honble Court will be pleased to admit him an Attorney thereof, in the room of Mr Baker, resigned —

Thus, should your Petitioner be so fortunate as to succeed in this, his application he will do the Utmost that lies in his power so to regulate his Conduct, whilst an Attorney of their Court, as to merit its approbation

And your Petitioner as in duty bound will ever — Pray —

George Pasley —

Filed 24th Augt 1791.

To the Honble the Mayor's
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Aratun Ter Cachatur of Madras Merchant that Simaõ de Silva of the same place Inhabitant having occasion to borrow the Sum of Thirty seven Star Pagds applied to your Orator to lend and advance him the same which Your Orator Accordingly did to secure the repayment whereof the said Simaõ de Silva did enter into one Bond or writing Obligatory bearing date the Twenty fourth day of July which was in the Year of our Lord one Thousand Seven hundred and Eighty Eight by which Bond he the said Simaõ de Silva did Acknowledge himself to be bound and did bind himself his heirs Executors and Administrators unto the said Aratun Ter Cachater in the penal Sum of Seventy Seven Pagds with condition there under Written to be void upon Payment of the Sum of Thirty seven Pagodas by the said Simaõ de Silva his heirs Executors Administrators or assigns in ten months from the day of the date of the said Bond together with Interest for the same at the rate of Eight per Cent

per

per Annum or else the said Bond or Obligation was to be and remain in full force and virtue as by the said Bond or Writing obligatory Under the hand and seal of the said Simaõ de Silva bearing date as aforesaid and Ready to be produced to this Honble Court Relation being thereunto had it doth and may more at large appear and Your Orator hath for the further information of this Honble Court herein Annexed to this his Bill of Complaint a true and faithful Copy of the said Bond or Writing Obligatory which he prays may be taken as part hereof and to which he humbly Craves leave to Refer Your Orator further Sheweth unto this Honble Court that the said Sum of Thirty seven Pagodas together with Nine Pagodas interest thereof making together the principal Sum of Forty Six Star Pag^s which in Sterling Money of Great Britain at the Exchange of Eight Shillings for every Pagoda Amounts to the Sum of Eighteen Pounds and Eight Shillings or thereabouts is still due and owing to Your Orator by the said Simaõ de Silva and Your Orator hath therefore often times in a friendly manner applied to him for payment of the said Sum of Forty Six Star Pagodas — But now so it is May it please this Honble Court that the said Simaõ de Silva to injure and distress Your Orator in this behalf hath not yet paid Your Orator the said Sum of Forty Six Star Pagodas or any part thereof or the Interest thereof or any part thereof but hath hitherto altogether Refused

same or to make Your Orator any manner of Satisfaction in the premises To the End therefore that the said Simaõ de Silva may upon his Corporal oath full true perfect and direct answer make to all and singular the matters and Charges aforesaid and that as truly fully and effectually to all intents and purposes as if the same were herein again Repeated and he thereunto particularly interrogated and that the said Simaõ de Silva may be decreed by this Honble Court to pay unto Your Orator the aforesaid Sum of Forty Six Star Pagodas, so due and owing to Your Orator in manner aforesaid with interest for the same in the meantime together with all such Costs and Expences as Your Orator shall sustain and be put to in the recovery hereof and that Your Orator may be further and otherwise Relieve in the premises According to Equity and good Conscience and as the Nature of his Case may require — May it please this Honble Court to cause the said Simaõ de Silva 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 —

John Whish
Atty for Compl^t.

Fort St. George this 2th day of August 1791.
This Bill was shown to me in the Sign of
adjournment to be summoned to
the next Court day
Jno Pé Porcher

Know all Men by these Presents that I Simão de Silva of Madras am held and firmly bound unto Mr. Aratun Ter Cachatur of the same place in the panel Sum of Seventy four Pagodas Current of Madras to the payment whereof well and truely to be made to the said Aratun Ter Cachatur he heirs, Executors Administrators or Assigns, I do hereby bind my self my heirs Executors and Administrators firmely by these presents In Witness whereof I have hereunto set my hand and Seal in Madras this Twenty fourth day of July in the Year one Thousand Seven hundred and Eighty Eight —

Whereas the above bound Simão de Silva have borrowed & received of the above named Aratun Ter Cachatur the full and Just Sum of thirty Seven Star Pagodas Current of Madras, to run at Interest at the rate of Eight /8/ pr Cent pr Annum Payable in Ten Months @ three Pagodas pr Month & the remainder Seven Pagodas to be paid in last payment —

Now the Condition of this Obligation is such that if the above bound Simão de Silva his heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto Aratur Ter Cachatur, his heirs Executors Administrators or Assigns the full and just Sum of Thirty Seven 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 Stapled paper is to be had in the presence of —

Simão De Silva (L.S.)

Lucas de Rozasis

Matheus Alender

a true Copy

John Wm. Smith

Filed the 25th Novr 1791 —

In the Honble the Mayor's Court at Madraspatnam

Between Aratun Ter Cachatur of Madras Merchant Complainant —

and

Simão de Silva of the same place Inhabitant Defendant

Aratun Ter Cachatur of Madras Merchant the Complainant above Named Maketh Oath that Simão de Silva the Defendant above Named is justly indebted to this Deponent in the sum of Forty Six Pagodas for Principal and Interest due on a Bond or Obligation bearing date the Twenty fourth day of July which was in the Year of our Lord One Thousand seven hundred and Eighty eight And entered into by this Defendant, to this Deponent —

Sworn to be A true translation from the Armenian Language by Denis Phelleppus this 25th Novr 1791

Denis Phellippus Calendar

Before me

Jos du Pré Porcher

Mayor

Mayor's Court at
Madraspatnam

Tuesday the 7th day of February
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and Henry Chickley Michall
Aldermen

Between Aratun Ter Cacha-
-tur of Madras Merchant Com-
-plainant and Sumaõ de Silva
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 fitto Order and Decree, and
doth Accordingly Order and Decree, that the Defendant
shall pay unto the Complainant the full and Just Sum
of Forty Six Star Pagodas (Star Pagodas 46. —) toge-
ther with all such Interest as now, is, or shall hereafter
become due thereon, untill full payment is made,
also all Costs of this Suit

H Cuz

Filed 2nd Feby 1792

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth Your
Orator and Daily Suppliant Manala Chinna Moodelly of
Madras Inhabitant That Sannah Mungattoy Ummaull
who is a person subject to the Jurisdiction of this Honble Court
by virtue of an Agreement in writing a true Copy of a
Translate whereof is hereunto Annexed and to which Your
Orator craves leave to refer the original being in Your Orators
Possession and who Your Orator charges is the Executrix in
the Last Will and Testament named of Sannah Cunna-
-cammaull Deceased which Sannah Cunnacammaul was
administratrix to the Estate and Effects of Awola Tri-
-leah of Madras Inhabitant deceased did on or
about

about the Twenty first day of November which was in the Year One Thousand and Ninety one by Virtue aforesaid or in some other good and sufficient right and title put up to Public Sale or outcry a Piece of Ground together with a House and other appurtenances built and erected thereon situated and being at Pedda Naicks Petta in Rama Kistna Pella's street containing in Length from East to West Sixty Eight feet and an half and in Breadth from North to South Thirty one feet and Three Quarters at which Public Sale or outcry your Orator did bid for such Premises so Exposed to Sale by the said Sannah Mungattoy Ummaul a Sum of Five hundred and Thirty Seven Star Pagodas and by reason of such bidding no other Person having offered so large a Sum was then and there by the Public Auctioneer selling such Premises declared to be the best bidder for the same and the said Auctioneer did thereupon knock down the said Premises to Your Orator as being so thereupon sold to him And Your Orator Sheweth that he did thereupon pay into the Hands of the said Sannah Mungattoy Ummaul the sum of five hundred and thirty Seven Star Pagodas the Price of the said Premises so by him Your Orator purchased at Public Sale and did obtain from the said Sannah Mungattoy Ummaull and English Bill of Sale of the said Premises so put up to Public Outcry a Copy of which Bill of Sale and of the Registry of the same among the Records of this Honble Court is

for the inspection of this Honble Court the original being in Your Orator's possession ready to be produced and proved when required And Your Orator Sheweth that not withstanding he hath purchased by Public Outcry and in manner aforesaid the Premises described and that moreover obtained from the said Sannah Mungattoy Ummaull his Bill of Sale of the same and hath therefore paid to her the purchase Money for such Premises being five hundred and Thirty Seven Star Pagoda as appears from her receipt for the same in the Body of the Bill of Sale contained Yet Your Orator sheweth that the said Sannah Mungattoy Ummaull combining and confederating to and with various of her Relations friends and others at present unknown to Your Orator in the possession and occupation of such House and Premises the Just Property of Your Orator as aforesaid but whose names when discovered Your Orator prays he may be at liberty to insert in this his Bill of Complaint with apt words and discription to charge them and every of them in the Premises refuses to give and deliver to Your Orator possession and livery of the same Premises so purchased from her by Your Orator at Public Outcry as aforesaid Alledging sometimes for reason that she was not authorised to sell such Premises and could not therefore deliver the same and other admitting that she sold such Premises

under a good and Sufficient Power and Title so to do but that they had been sold at an under Value and again at other times saying that she was prevented from giving possession of the same to Your Orator by her relations and friends who kept possession of the same all which actings and doings of the said Sannah Mungattoy Ummaull and her Confederates are contrary to Equity and good Conscience and tend to the Manifest wrong Injury and Oppression of Your Orator who is a Bonafide purchaser of such Premises so put up to Public sale by the said Sannah Mungattoy Ummaull and which sale has been confirmed to Your Orator by her Bill of Sale for the same and receipt for the Purchase Money To the End therefore that the said Sannah Mungattoy Ummaull and her confederates when discovered may true full and perfect answer Make to all and singular the Premises aforesaid as fully and distinctly as if the same were here again repeated and Interrogated unto and that the said Sannah Mungattoy Ummaull may particularly set forth and decear whether or no she is not Executrix in the Last Will and Testament named of Sannah Cunnacammaul Deceased who was in her life time the Administratrix of Auvala Tremaliah deceased and whether she did not under that Title or what other good and sufficient Title Expose

to public Sale the Premises herein before set forth and as are particularly mentioned in the annexed Copy of Bill of Sale of the same to Your Orator and whether Your Orator did or did not become the purchaser of the same at such Public Sale and did or did not pay to her for the same the Sum here before set forth or any other and what sum of Money and whether in consequence thereof she the said Sannah Mungattoy Ummaull did not Execute to Your Orator a Bill of Sale for such Premises so by her Exposed to public sale and whether or no the Annexed Writing is or is not a true Copy or how otherwise of such Bill of Sale and that Your Orator may be Decreed the possession of Such Premises.—

May it Pleas this Honble Court to cause the said Sannah Mungattoy Ummaull to be Summoned and Require by the Sheriff of Fort Saint George Town of Madraspatnam and the Destrites 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 thereto answer this Your Orators Bill of Complaint her their to stand to and abide by such order and Decree therein so to this Honble Court shall seem Meet.

John Wilkinson
Atty for Complt.

This 1st day of Febry 1792

in the days of adjournment
Let a Summons Issue re-
-turnable Next Court day

Andrew Ross
Mayor

This Indenture made this Twenty first day of November in the Year One Thousand Seven hundred and Ninety one Between Sanah Mungatteye Ummaul Executrix of the last Will and Testament of Sannah Cunnacammaul deceased of the one Part and Manaly Chinniah Moodely of Madras Inhabitant of the other Part Whereas the said Sanah Mungatteye Ummaul did in right and virtue aforesaid on this day Expose to public Sale by Autory a Piece of Ground together with a House and other Appurtenances built and Erected thereon situated and being at Pedda Naicks Pettah in Rama Kistna Pillays street containing in length from East to West Sixty Eight and an half feet and in Breadth from North to South Thirty one feet and Three Quarters And Whereas at such Public Sale by Autory the said Chiniah Moodely did bid for such Ground and Premises a Sum of five hundred and Thirty Seven Star Pagodas and by reason of such bidding was by the Public auctioner so Selling the said Premises then and there declared to be the best bidder for the purchase of the same and the same Premises was by the said Auctioneer accordingly knocked down in token of the same Premises being thereby sold to the said Manally Chinniah Moodelly, Now I the said Sanah Mungatteye Ummaul Executrix as aforesaid do by these Presents Bargain and Sell unto the said Manalu Chinniah Moodely all and Singular the above described Ground and Premises at Pedda Naicks Petta / and do acknowledge to have received from the said Manally Chinniah Moodelly the Consideration money for the purchase of the said House Ground and Premises being the aforesaid Sum of Five hundred and Thirty Seven Star Pagodas / To have and to Hold the said Ground, House and Premises and every part and Parcel of the same unto the said manaly Chinniah Moodelly his Heirs and Assigns for Ever. In Witness whereof I have hereunto set my Hand and Seale in Madras aforesaid the Day and Year herein first before written.

Signed Sealed and Delivered in Madras (where stamped Paper is not in use) in the Presence of

The O mark of Sanah Mungatteye (L.S.) Ummaul Administratrix to the Estate of Auwola Tremalyah Deceased

Witness Rangapa
Thunmagum

Registered upon the Records of the Honble the Mayor's Court at Madraspatnam this 13th December 1796

Signed / G. Taylor Regr.

Also

A true Copy

John Wilkinson

Attg for Compl.t

Translation of an Agreement Dated this 21st day of November 1791 —
Between Saunah Mongatoy Ammall and Manala Chinniah Moodeliar

Whereas You Manala Chinniah Moodeliar have this Day purchased by Public Outcry from me a Piece of Ground with House and other appertenances Situated at Pedda naigs Patah in Rama Histna Pillas Street for a Sum of 537 Star Pagodas and for which I have this day Executed to you my Bill of the same with a receipt for the money, and whereas some People are at Present residing on the Premises so by you purchased from me now I do hereby agree to deliver to you the Quiet and Peaceable possession of such Premises Ten days after this Date in default of which You are hereby at liberty and authorised to sue for recovery of the same Premises in the Honble the Mayor's Court —

This agreement was drawn and given to you by my Consent and appobration in the Presence of Mootialoo Chitty and Irusapan by their knowledge drawn by appa-sawmy in the Presence of —

Mootialoo Chitty
Irusapan

(marked) Sannah Mungatoy

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

(Signed) Ranganaudoon
Interpreter

A true Copy
Jonh Wilkenson
Atty for Compl.

Mayor's Court at Madraspatnam

Tuesday the 7th Day of February Anno Domini 1792 —

Present
Andrew Ross Esquire Mayor
James Call and Henry Chichley Michell
Aldermen

Between Manaly Chinniah Moodaly Complainant and Sannah Mungatoy Ummaul Executrix of Sannah Caunnacammaul Deceased Defendant —

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 do put in possession of a Piece of Ground together with a House and other Appurtenances built and erected thereon Situate and being at Pedda Naicks Pettah in Rama Histnah Pillay's Street Containing in Lenght from East to West Sixty Eight and in half feets

Filed the 7th Febr 1792

To the Honble the Mayors Court at Madraspatnam

Between Zeptha Stephen by her Attornies Anna Seth Aviet and Aviet Seth Complainant & Sarad Coja Maul Defendant

The Humble Petition of the above named Defendt

Sheweth

That Your Petitioner did some time ago pray that the said Anna Seth Aviet and Aviet Seth might delive in to Court the power of Attorney unde which they brought the Bill against Your Petitioner –

That the Complainants Attorney did on the twenty fourth Ultimo deliver into this Honble Court a paper writing purporting to be the power of Attorney of the said Zepthe Stephan to the said Anna Seth Aviet and Aviet Seth to which Your Petitioner did on the thirty first day of January last past Object as insufficient because there was not any persons name subscribed thereto as Witnesses or Witness to the Execution thereof and it does not appear by Affidavit that the said power of Attorney has been duly Executed and because a power of Attorney altogether unauthenticated as the present one, is not a sufficient power for the said Anna Seth Aviet and Aviet Seth as the alledged Constituted Attornies of the said Zeptha Stephen, or to prosecute this Defendant in this Honble Court and this Honble Court taking the same into their Consideration were pleased to Over rule the Objections of Your Petitioner whereby Your Petitioner conceives himself aggrieved and for as much as he may be greatly injured if the said Cause be permitted to go on under a power so totally difficient in point of legal precision

Your Petitioner therefore humbly prays a reconsideration of the said Order of the said thirty first day of January he submitting to pay such Costs as this Honble Court shall be pleased to award should his prayer be found groundless and Your Petitioner will Ever pray.

J Stuart Hall
Jno Hamilton } Attys for Defendt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of February Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

James Call and Henry Chichley Michell

Aldermen

Zeptha Stephen by his Attornies Anna Sath Avieth, and Avieth Seth—

~~vers~~

Sarad Coja Maul

Petition of the Defendant read and filed this day praying a Rehearing of the Order of Court of last Court day— The Court having taken the same into Consideration it is Ordered that a Rehearing be not granted—

Filed 7th Febry 1792

Extracts from the Minutes of a Court Held at the Town Hall on Tuesday the 31st day of January Anno Domini 1792—

Present

Andrew Ross Esquire Mayor—

William Webb and James Daly

Aldermen

Streeperembedore Moodoo Moodelliar Administrator of Streeperembedore Poonambala Moodelliar Deceased—

Vers

Salavaukam Trevengadah Pillay

Mr. Peter Walker Attorney for the Defendant prays leave to decline acting his 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 Attorney do serve his Cleint 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 Madraspatnam

Streeperembedore Moodoo Moodelliar Admor of Streeperembedore Poonambalo Moodelly Deceased—

agt

Salavaukum Trevengadiah Pillay— Defendt

John Scowen One of the Serjeants of this Honble Court maketh Oath and Saith That he did on Saturday the forth Instant serve a Copy of the annext Extract by leaving such Copy at the Dwelling House of the Defendant Situate in the Black Town of Madras—

John Scowen

Sworn to in Court
this 7th Febry 1792

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of February Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

James Call and Henry Chichley Michell

Aldermen

Streeparambadoor Mootoo Moodelliar Administrator of Streeparambadoor Ponnambala Moodelliar Deceased

vers

Saulavaukam Trevengadah Pillah

Affidavit of John Seawen 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. Peter Walker be permitted to decline acting —

The Attorney for the Complainant prays that the Defendt. may be next Court day appoint another Attorney to act for him in the room of Mr. Peter Walker — Ordered accordingly —

Extract from the Minuts of a Court Held at the Town Hall on Tuesday the 7th day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call & Hy Cy Michell

Aldermen

William Burke

vers

Josias DuPré Porcher

Petition of the Complainant praying leave to Pay on Appeal from the Order of [illegible]

and filed this Day — The Attorney for the Defendant pray that they may be allowed till tomorrow Night to deliver in Objections to the above Petition Deferred taking into Consideration the above Petition till Friday Next at ten o Clock in the fournoon When it is Ordered that a full Court be Summoned and it is further Ordered that the Petition With the Extract from the Minutes of this Day be Sent Round for the Perusal of the Several Members and that the Attornies for the Defendant be allowed till tomorrow Night to deliver in their Objections to the above Petition and that the same When delivered be Sent Round of the Information of the different Members —

A true Extract

G. Taylor
Regr.

Filed the 7th Febry 1792

To the Honble the Mayors Court at Madraspatnam

Between William Burke Esqr. Paymaster General of the Kings Troops in the East India Complainant and Josias DuPré Porcher Esquire of Fort Saint George Machant Defendant —

The Humble Petition of the above named Complainant —

Sheweth —

That Your Petitioner did Some time on or About the Fifth day of May which was in the Year of Our Lord One

Thousand Seven hundred and Ninety one, Exhibit a Bill of Emplaint against the said Josias Dupre Pitcher Esquire for a discovery of the application and expenditure of Sundry large Sums of Money by him Received, as acting under Your Petitioner at Fort Saint George in the Office of Deputy Pay Master to the Majesties Troops in the East Indies, and for the Recovery of Certain deficiencies, Between the said Receipts and the Sums by him distributed and paid the said Troops, by Your Petitioner therein Charged and your Petitioner for the better enabling this Honble Court to Comprehend the nature of the Accounts Respecting the same, did annex unto his said Bill Copies of Copies of Certain Accounts, shewing the said deficiencies, but for no other purpose — That the Attornies for the said Defendant did on the Fourth day of May last Past Move, that Your Petitioner might deliver into Court the Originals of the Copies of the said Accounts of the several Exhibites Annexed unto his said Bill that Your Petitioner did on the Sevententh of the same Month, conform to the said Order According to Practice, by delivering into Court other Copies of the said Exhibites, as your Petitioner did not in his Bill refer unto Original but unto Copies — That on the same day the said Attornies did again move that Your Petitioners might deliver into Court, the several original distributions which compose the several Items stated in the several Exhibits annexed to Your Petitioners Bill That on the thirty First day of the said Month of May the Attornies for the Defendant did make, a previous Motion acquainting the Court that Your Petitioner was allowed a time that day to deliver in the several Original Exhibits

for, by them on the Seventeenth, which they say Your Petitioner had Neglected doing, and therefore prayed that the Exhibits annexed to the Bill and every Matter and thing contained relative thereto might be expunged therefrom To which Your Petitioners Attornies did object, and then offered to this Honble Court the affidavit of Edward Jones, shewing the impossibility of delivering into Court the several Original Exhibits prayed for the as by the said affidavit may appear, That this Honble Court taking the same into consideration did order that the motion made by the Attornies for the Defendant be over Ruled and that the Affidavit be received — That the Defendant did on the Seventh of June file a Petition in this Honble Court for a Recovery of the said Order of the thirty first of may aforesaid, with the Ground that it was most Essential and necessary to the Defendant, that he should have over of the original Papers prayed for, for that if it should appear by such Original Papers, that the figures are therein altered previous to the Receipt of the Money on the Certified Copies, and that such Certified Copies are true Copies from the Original, a forgery must have been Committed in the first instance in which Case the Defendant said he could not nor could your Petitioner be liable to make good the injury done as the Defendant and, in all Cases of Forgery in any Sovereign Corporation or Mercantile Association, the principals bear the loss thereby and not the official individuals employed therein —

and Your Petitioner sheweth that this Honble Court did allow of a Rehearing of the said order of the thirty of May, and the Attornies for the Defendant did further produce the affidavits of Benjamin Roebuck and Joseph Gerrow Esqr on the fourteenth of June which Your Petitioners Attornies did object to, but which were allowed of by the Court.—

And Your Petitioner sheweth that the order of this Honble Court of the Twenty Third day of June for the dismissing of Your Petitioners Bill was reversed by the order of the Court of Appeals and the Defendant was given unto the thirty First day of January last past to answer Your Petitioners Bill, as by the Records of this Honble Court of the Seventeenth of that Month may appear.—

On which day the Attornies for the Defendant [illegible] motion of the Tenth day of May for the delivering in of Exhibits, which was not ruled on the Twenty Fourth of the said Month of January will sets, as having been already Complied with on the Seventeenth day of May last.—

That on the said Twenty Fourth day of January the Attornies for the Defendant did pray that the order of Court of the Seventeenth of may last for the production of the several distributions, which compose the Several Items stated in the Several Exhibits annexed to your Petitioners Bill might be complied with without paying Attention to the order of this Honble Court of the thirty First of May, as by the said prayer not ever Ruled by the Court even ruling the Defendants Motion of that day for these Exhibits to be expunged, under a pretence of

in Complying with the order of Court of the seventeenth of may.—

and Your Petitioner sheweth that his Attornies did pay to be allowed till the following Court day to state their objections—and your Petitioner Attornies did on the following Court the thirty First of January shew for Cause against the Motion of the Attornies for the Defendant that the order of Court of the seventeenth May last for the production of the several Original distributions, which compose the several Items stated in the several Exhibits annexed to his Bill had been complied, with as far as they were able so to do, by their filing the Affidavit of Edward Jones on the thirty First of May last, shewing the impossibility of delivering into Court the several original Exhibits prayed for by the Attornies for the Defendant, which affidavit was accordingly Received as appears by the Records of that day by which shewing Your Petitioners Attornies conceived themselves Justified because the motion of the preceding Court had not relation to any matters subsequent to the thirty First of May last— But the Attornies for the Defendant did object thereto under pretence, that the affidavit of Edward Jones appeared to be done away by the Affidavits of Mr Benjamin Roebuck and Mr Joseph Gerrow filed on the Fourteenth day of June last— and therefore prayed that the whole of the merits of the Defendants Prayer for the Production of the Original Papers, to which the abstracts annexed to the Bill of Complaint refer might be taken into Consideration &c— And Your Petitioner sheweth, that this Honble Court having taken the same into Consideration, were of opinion that the Papers prayed for were Necessary and ought to be produced and did therefore order that all further proceedings be

stopped untill such time as the Original Papers are Produced—

By which order Your Petitioner conceives him-self aggrieved Because it appeared that the said Originals were not in Your Petitioners Possession—and because the prayer for the delivery thereof was not warranted by any part of Your Petitioners Bill, wherein no reference or Ground of action was made on Original Papers— Nor are any Originals tendered by Your Petitioner— Nor is the Defendant interrogated as to the truth of any Original or even of the Copies Annexed unto his said Bill that the Pretended Originals are not said to be the Act of the Defendant, so as to make the same necessary production in order that he might admit or deny it. And also because it is evident that if your Petitioner had founded his Action upon the Originals prayed for that if he could not produce them in Evidence that he would fail in his Action, which it is his interest to support. And therefore the Defendant cannot be injured by their not being produced— That the pretence of Forgery is ill founded and unwarrantably introduced in the Petition for a Rehearing as it makes no part of your Petitioner's Bill— That the Scope and end thereof is for a discovery of Matters within the Defendants own knowledge. To Wit, simply the Receipt and application of Money the Answering to which does Not nor can depend on any papers but those of his Books of Accounts— That the Defendant ought to have put in an Answer on the said Thirty First day of January, and he has not Made nor can [illegible]

affidavit that he Cannot Answer without sight of the Papers he has Prayed for as in usual and Customary in such Cases— and Your Petitioner Sheweth that his being stopped in his Proceedings under these false pretences Suggested by the Defendant is very injurious to him; and indeed More so than if Your Petitioner's Bill had been dismissed, because in that Case your Petitioner Might have brought another Bill— upon another Ground that he might have been advised would have been totally unexceptionable, which Your Petitioner cannot now do and is intirely Rimediless in the premisses—

Your Petitioner therefore prays that this Honble Court that in Consideration thereof will be Pleased to allow him leave to appeal from the said Order of this Honble Court of the Thirty First January last and your Petitioner as in duty bound—

Shall Ever Pray

Hy Du Pin

P. Walker

Attys for the Complts

Filed the 6th
Feby 1792

In the Honble the Mayors Court at Madraspatnam

William Burke

Josias Dibbé Porcher

The Complainant 2d on the Seventh Instant file a Petition in this Honble Court praying leave to appeal from an Order of Court of the thirty first Ultimo, and thereupon the Attornies for the Defendant did pray that they might be allowed until the Night of the Next day to deliver in their Obligations thereto and this Honble Court was pleased to Order accordingly.—

The Attornies now deliver in their Obligations to the said Petition but they first beg leave to say that the Petitioner in his said Petition has enstated facts, for in his said petition he did state that the Bill of Complaint filed by him against the Defendant was a Bill of discovery and that the Exhibits to his said Bill annexed were for the better enabling this Honble Court to comprehend the nature of the accounts respecting the same and for no other purpose; thereby insinuating that the said Exhibits are immaterial to the Bill and altogether unannexed therewith whereas the contrary is the truth in as much as the Bill is brought for the recovery of a specific Sum of money that is to say the sum of Twenty one Thousand five hundred and forty Eight Pagodas thirteen Fanams and forty Eight Cash

Petitioner shews had arisen upon certain Accounts embraced by the said Exhibits which are the abstracts thereof and that the said Accounts and Exhibits are the foundation of the Petitioners Bill appears from his own shewing for that in and by he said Bill after stating the particular Sums that had been issued from the office of the Honble Company Over and above what had been disbursed to the several Regiments and which Comprise the said Sum of Twenty One Thousand five hundred and forty Eight Pagodas thirteen Fanams and forty Eight Cash by way of illustration and corroboration thereof the the Petitioner on and by his said Bill prays reference to the said Exhibits in the words following to wit as by the several Statements hereunto annexed may appear to which said several Statements Your Orator craves leave to refer and prays the same may be had and taken as part and parcel of this his Bill—

Further the Attornies for the Defendant say that on the tenth day of may as stated in the Petition they did pray for the originals of the Exhibits to the Petitioners Bill annexed and that instead of Originals the petitioner delivered in as he states Other Copies of the said Exhibits and therefore they say that he did not as in his said Petition he has asserted conform to the said order of Court on the Defendants said prayer nor has he yet conformed thereto nor has he complied with the several subsequent prayers made by the Defendants and lastly they the Attornies for the Defendant further

the Petitioners petition of Appeal contained in reference to matters and things antecedent to the Order from which they have prayed, leave to appeal is superfluous impertinent and unnecessary and having thus promised the Attornies for the Defendant in Objection to the Petition of the Petitioner say—

First. That as the papers prayed for were and are absolutely and indispensably necessary to the defence of the Defendant and as by the Petitioners own shewing they are the ground upon which he has filed by said Bill against the Defendant and as such prayed to be taken as part and percel of his said Bill and as in conformity to the pratice of this Honble Court a Defendant has a right to Oyer of the Original of all papers set forth and described in the Bill of a Complaint and failing to produce the same the Complainants Bill is dismissed the Petition was compellable by the Course of the Court to deliver in the Originals of the Exhibits whereof Copies pretended Copies are to his said Bill annexed and therefore and in conformity to the prayer of the Defendant and the Order of this honble Court thereon he ought to have delivered in the same, and not having done so he was liable to have his Bill dismissed But in the present Instance the Petition is only ordered to Comply with the regular forms of the Court and its invariable practice and as every Suitor who comes into this honble Court must conform to its Rules and to the practice thereof and as the Complainant has not suffered the Rigor which might have been observed and carried into effect for his neglect and refusal to comply therewith he has no right to Complain of the Order of Court of the thirty first Ultimo, nor any grievance whereby to entitle him even to a prayer of appeal therefrom—

Secondly Because the paper prayed for are in the possession of the Petitioner as Deputy Paymaster General and for as much as he who would have Equity, most to Equity, and as it is Equitable that the Petitioner should produce those papers, because he has the power so to do, and because they are necessary to the Defendants Defence, and as he has not done so but in the contrary refuses so to do, he Endeavours to take an unfair advantage to the Defendants great wrong and Injury and therefore he has no right to an appeal as in and by his said petition he has prayed, for as much as the same is grounded upon his own wrong and his own refusal to do right and Justice to this Defendant—

Thirdly. Because there as a Standing Rule or Order of this Honble Court that there shall not be any appeal from its interlocutory orders, except in such particular and extraordinary instances as this Honble Court his its Wisdom may think Intitled thereto, which the attornies for the Defendant humbly submit is not the Case with the Order in question, which is an Order upon a Mention of Course, and is in strict conformity to the Established

and unalterable practice of this Honble Court —

And as to the Assertion of the Petition that the said Order of the thirty first Ultimo is more injurious to him than if his Bill had been Dismissed because in that Case he might have brought another Bill upon another Ground, the Attorneys for the Defendant say that such is Contrary to the fact for that the Petitioner may now if he so thinks fit have the benefit of such Dismission by with Drawing the Bills now before this Honble Court —

The Attorneys for the Defendant therefore pray that the Petitioner said Petition for appeal from the said Order of the thirty first Ultimo may be dismissed with Costs

J Stuart Hall for himself
& Stephen Popham & John Hamilton
Attys for Defts

Extract from the Minutes of a Court Held at the Town Hall on Friday the 16th Day of February Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor
James Call — William Webb
John Mitford — Henry Brickley Michell
Benjamin Roebuck and James Daly
Aldermen

William Burke
vers
Josias DuPre Porcher

Extract from the Minutes of Court of last Court day Read —
Petition of the Complainant Read —
Objections thereto filed the 8th Instant and Read this day —

The Court having taken the same into Consideration it is Ordered that the Prayer of the Petitioner's Petition be over ruled

The Mayor and Mr Alderman Roebuck Dissent to the Resolution of the Court —

The Attornies for the Petitioner pray that each party may pay their own Costs and The Court having taken the same into Consideration it is Ordered that the Petitioner do pay the Costs attending the Petition —

Filed the 25th
Novem: 1795

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Robert Williams Shedrake
Mariner by his Attorney Georg Adamson of Fort St. George
Merchant that in the Month of October now last past Your
Orator was possessed of a certain Sum or Vessel called or
known by the name of the Prince William Henry burthen
one hundred Tons or thereabouts then riding at anchor in
the Roads of Madras and whereof was master for the time
being Joseph Williams and Your Orator Sheweth unto
this Honble Court that Joseph Mackentosh of Fort St.
George aforesaid Mariner being desirous of purcha-
sing the said Snow or Vessel the Prince William Henry
did for that purpose and on account thereof apply to the
said George Adamson Your Orator said Attorney and
your Orator Sheweth unto this Honble Court that Your
Orator said Attorney did agree to sell and the said Joseph
Mackentosh did agree to purchase the said Snow or
Vessel the Prince William Henry and did accordingly
purchase the same in the Nineteenth day of the said Month
of October for the Sum and upon the Conditions following
that is to say the sum of Five Thousand Rupees whereof
the sum of Two Thousand Rupees to be immediately inhand
paid and three Thousand Rupees to be paid in Company's Bond
or at Bombay or at Surat in three Months and on payment made
the said Snow or Vessel the Prince William Henry should be deli-
vered over to the said Joseph Mackentosh and Your Orator She-
weth unto the Honble Court that in pursuance of such the
bargain and purchase of such the bargain and purchase afore-
said the said Joseph Mackentosh did execute certain Instru-
ment in Writing bearing date on the said Nineteenth day
of the said Month of October and whereof a Copy is hereunto
annexed for the inspection of this Honble Court to which Your
Orator begs leave to refer and prays the same may be
taken as part of this his Bill of Complaint the Original
whereof being in the possession of Your Orators said At-
torney and ready to be produced where required may more
fully and at large appear and Your Orator Sheweth unto
this Honble Court that the said Joseph Mackentosh by
way of further binding the said bargain and sale and in
testimony thereof and in part of the purchase Money of
the said Snow or Vessel the Prince William Henry did
pay into the hands of Your Orators said Attorney the sum
of One Star Pagoda Current Money of Madras and Your
Orator Sheweth unto this Honble Court that the said Joseph
Mackentosh did shortly after executing the said Instru-
ment in writing and praying unto Your Orators said
Attorney the said sum of One pagoda did press and solicit
Your

Your Orators said Attorney that he the said Joseph Mackentosh might receive immediate possession of the said Snow or Vessel the said prince William Henry And Your Orator further Sheweth unto this Honble Court that Your Orator and Attorney did at such the pressing solicitations of the said Joseph Mackentosh agree that he should have immediate possession of the said Snow or Vessel the prince William Henry and that the said Joseph Mackentosh did in consequence thereof receive and take full possession thereof and did thereupon and upon his own Account and at his own proper Cost and Charges send on board the said Snow or Vessel the prince William Henry and for the use and safety thereof an Anchor and Cable and did imploy and appoint certain persons to work and Navigate the said Snow or Vessel and upon his own Account and at his own proper cost and Charge did send on board the said Vessel the Prince William Henry provisions for the use of the Crew then on board and did charge her with station or birth and do other Acts and things as the Sole Owner or proprietor and possessor thereof and thereby reason of the premises Your Orator Sheweth unto this Honble Court that the said Joseph Mackentosh stands Justly and truly indebted unto Your Orator in the full and Just Sum of four Thousand Nine hundred and Ninety Six Rupees or One Thousand three hundred and Sixty Eight pagodas thirty Eight 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 Five hundred and forty Seven Pounds Eighteen Shillings and ten pence 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 to which Your Orator begs 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 Orators said Attorney and ready to be produced when required and Your Orator Sheweth unto this Honble Court that he hath by his said Attorney frequently and in an amicable Manner applied to the said Joseph Mackentosh to fulfil and make good his the said Joseph Mackentosh said Agreement and pay unto Your Orator the said Sum of One Thousand three hundred and Sixty Eight pagodas thirty Eight fanams and Seventy Cash

But now so it is may it please this Honble Court that the said Joseph Mackentosh Combining and confederating to and with certain persons to Your Orator at present unknown and contriving how to defraud Your Orator absolutely refuses to comply with such Your Orator just and reasonable request or to give your Orator any satisfaction in the premises To the End therefore that the said Joseph Mackentosh and his Confederates when discovered may upon their Corporal Oaths true and perfect Answer make to all and singular

Your Orators said Attorney that he the said Joseph Mackentosh might receive immediate possession of the said Snow or Vessel the said prince William Henry And Your Orator Sheweth unto this Honble Court that Your Orator and Attorney did at such the pressing solicitations of the said Joseph Mackintosh agree that he should have immediate possession of the said Snow or Vessel the prince William Henry and that the said Joseph Mackentosh did in consequence receive and take full possession thereof and did thereupon and upon his own Account and at his own proper Cost and Charge send on board the said Snow or Vessel the prince William Henry and for the use and safety thereof an Anchor and Cable and did imploy and appoint certain persons to Navigate the said Snow or Vessel and upon his own Account and at his own proper cost and Charge did send on board the said Vessel the Prince William Henry provisions for the use of the Crew then on board and did charge her their station or birth and do other Acts and things as the Sole Owner or proprietor and possessor thereof and thereby reason of the premises Your Orator Sheweth unto this Honble Court that the said Joseph Mackentosh stands justly and truly indebted unto Your Orator in the full and just Sum of four Thousand Nine hundred and Ninety six Rupees or One Thousand three hundred and Sixty Eight pagodas thirty Eight 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 Five hundred and forty Seven Pounds Eighteen Shillings and ten pence 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 to which Your Orator begs 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 Orators said Attorney and ready to be produced when Required and Your Orator Sheweth unto this Honble Court that he hath by his said attorney frequently and in an amicable Manner applied to the said Joseph Mackentosh to fulfil and make good his the said Joseph Mackentosh said Agreement and pay unto Your Orator the said Sum of One Thousand three hundred and Sixty Eight pagodas thirty Eight fanams and Seventy Cash

But now so it is May it please this Honble Court that the said Joseph Mackentosh combining and considerating to and with certain persons to Your Orator at present unknown and contriving how to defraud Your Orator absolutely refuses to comply with such Your Orator just and reasonable Request or to give your Orator any satisfaction in the premises To the End therefore that the said Joseph Mackentosh and his Confederates when discovered may upon their Corporal Oaths true and perfect Answer make to all and

the premises hereinbefore setforth as fully as if the same were here again repeated and fully interrogated and that the said Joseph Mackentash may setforth whether he did not some time and when apply to Your Orators said Attorney the said George Anderson to become the purchaser of the said Snow or Vessel the prince William Henry and whether Your Orator said Attorney did not agree to dispose thereof and whether he the said Joseph Mackentosh did not purchase the same on or about the time and for the same and upon the Condition hereinbefore setforth or on about some and what other time and for what other Sum and upon what other Conditions and whether in pursuance he the said Joseph Mackentash did not execute unto Your Orators said Attorney the Exhibit whereof a Copy is hereunto Annexed and whether in further pursuance and in testimony thereof he the said Joseph Mackentash did not shortly after the execution of the said Instrument or thereon and what other time pay unto your Orator said Attorney the Sum of One Pagoda in part of the purchase Money of the said Snow or Vessel the said prince William Henry whether he the said Joseph Mackentash did not

Instrument and the payment of the Sum of one pagoda or at some and what other time press and solicit Your Orators said Attorney that he the said Joseph Mackentosh might receive possession of the said Snow or Vessel the prince William Henry and that the said Joseph Mackentosh may setforth and say whether he did not thereupon receive and take full possession of the said prince William Henry And whether he did not in consequence thereof and upon his own Account and at his own proper Cost and Charge send on board the said Snow or Vessel the Prince William Henry and for the use and safety thereof an anchs and Cable and whether he did Note employ and appoint certain persons to Work and navigate the said Ship or Vessel and whether he did not upon his own Account and at his own proper Cost and Charge send on board the said Snow or Vessel the said prince William Henry provisions for the Crew then on Board and whether he did not change her Station or birth and do other acts and things as the Sole owner or proprietor and possessor thereof and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand three hundred and Sixty Eight pagodas thirty-Eight Fanams and Seventy Cash together 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 Joseph Mackentosh to be and appear before this Honble Court at certain time and place to be by this Honble Court appointed there and there to answer this

Your Orators Bill of Compliant and further to stand to and abide by such Order & Decree therein as to this Honble Court shall seem Meet—

Jos. Hamilton for himself & for Jas. Stuart Hall Attys for Compl.t

Fort St. George 25th November 1791.

This Bill was Shewn to me in the day of adjournment & the Complainants attorny having Sworn to the justness of this Debt & that he has reason to believe the Defendant is about to depart the Jurisdiction of this Honble Court let a summons returnable immediatly & Warrant of arrest issue thereon—

Jos. Dupré Porcher
Mayor

This is to Certify that Captain Joseph Mackintosh has agreed to purchase the Snow Prince William Henry burden of 100 Tons or thereabouts now lying in the Road of Madras with all his Stores Boat &c. which are now on board of the aforesaid Vessel, of Mr. George Adamson Merchant of Fort Saint George being and attorny for Captain Robert William Shedrick Two Thousand Rupees /2000. Rupees/ Current Money of Madras to be paid down, & the further Sum of three Thousand Rupees/ 3000 Rupees/ to be paid in Company Bonds of Money at Bombay, or at Surat in three Monthes time from this undermention Date hereof to run at lawful Interest; or to forfeit the Sum of five hundred Rupees /500/ Rupees/ in case of failing of the above agreement; The Vessel to be delivered immediately on payment of the same—

In Witness whereof I have this day put my hand & Seal nineteenth day of October in the Year of our Lord One Thousand Seven hundred and Ninety One—

Joseph Mackintosh L.S.

Where no stampt paper is to be had in the presence of us—

Witness
(Signed) Geo. Hatton
Joseph Williams
Wm Simpson

A true Copy

Jos. Hamilton for himself and for Jas. Stuart Hall Attys for Compl.ts—

Filed the 25th
Novem.r 1791

In the Honble the Mayors
Court at Madraspatnam

Between Robert William
Shelbrake by his Attorney George
Adamson of Fort St. George Mer-
chant Complainant and
Joseph Mackentosh of Fort
St. George aforesaid Mariner
Defendant.

The affidavit of George Adamson the Attorney
of the Complainant above named

This Deponent maketh Oath and saith that Joseph
mackentosh the Defendant above named stand Justly and truly
indebted unto the Complainant above named in the full and
Just Sum of One thousand three hundred and Sixty Eight Pa-
godas thirty Eight fanams and Seventy Cash and this Deponent
further says he has heard and doth verily believe the Defendant
above named is about to depart from the Jurisdiction of
this Honble Court

Geo: Adamson

Sworn to before me in
Fort Saint George this 25th
November 1791

Jos. du Pre Porcher
Mayor

Dr. Joseph Mackintosh in Account Current with Robert William Shelbrake

1791 Aug.t 4th	To Amount of Bill drawn on Joseph Mackintosh in favor of Messrs Cockburn & Co. for Pags. 1368 38		1791 Aug.t 4th	By Cash Received in part Payment for and on account of the purchase Money of the Ship Prince William Henry	1368 38
				By Balance	1368 38
		Pags. 1368 38			Pags. 1368 38

Fort St. George Augt 26th 1791

Signed Rob.t G. Adamson
Attorney to Rob.t William Shelbrake

Mem.dum

Sign.d Jno.s Macmillan for himself & for
Sign.d Stuart Hall & Co.s for Comp.t &c.

Filed the 25th
Novem.r 1791

Sign.d Jno.s Macmillan for himself & for
Sign.d Stuart Hall & Co.s for Comp.t &c.

1791 Aug.t 26th	To Insurance of Rupees Pags. 1369 70		1791 Aug.t 26th	By Cash Received of Messrs Cockburn & Co. for Insurance of Rupees Pags. 1369 70	1369 70
				By Balance	1369 70
		Pags. 1369 70			Pags. 1369 70

Fort St. George Augt 26th 1791

Signed Rob.t G. Adamson
Attorney to Rob.t William Shelbrake

Mem.dum

Sign.d Jno.s Macmillan for himself & for
Sign.d Stuart Hall & Co.s for Comp.t &c.

Mayors Court at
Madraspatnam

Tuesday the 7th Day of February
Anno Domini 1792.

Present
Andrew Ross Esquire Mayor
James Call and Henry Buckley Michell
Aldermen

Between Robert William
Shidrake by his attorney Georg
adamson of Fort St. George Mer
chant Complainant and
Joseph Mackentash of Fort
Saint George aforesaid Mari
ner Defendant

It Appearing by the Records of this Court that the Usual Rules have gone 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 three hundred and Sixty Eight Pagodas thirty Eight Fanams and Seventy Cash Pagodas 1368. 38. 70 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 Cur

Filed the 24th Novem 1795

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ninah Chitty of Madras Inhabitant, That Monala Venkatanchellum Nuick at present of the same place Inhabitant stands Justly and truly indebted unto Your Orator in the Full and Just Sum of Five hundred and Ninety four Pagodas twelve Fanams and Twenty Nine Cash Current Money of Madras Making into Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two hundred and Thirty Seven Pounds fourteen Shillings and two Pence or thereabouts as will more fully and at large appear by the Coppies Translate for Bond with Covenant to sue for and recover the same in this Honble Court and an Account hereunto annexed for the Inspection of this Honble 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 further Sheweth unto this Honble Court that he hath frequently and in an amicable manner requested payment from the said Monala Venkatanchellum Nuick of the said Sum of five hundred and Ninety four Pagodas twelve Fanams and Thirty Nine Cash

But now so it is may it please this Honble Court the said Monala Venkatanchellum Nuick

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 shall appear agreable to Equity and good Conscience &c.
The End therefore that the said Monala Venatauchellum Naick
may upon his Corporal Oath full true direct and perfect answer
make to all and Singular the Matters and things hereinbefore
set forth and alledged as fully truly and effectually to all intents
and purposes as if the same were here again repeated and parti-
cularly Interrogated unto and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of five hundred and
Ninety four Pagodas twelve Fanams and Thirty Nine 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 Honble Court to Cause
the said Monala Venatauchellum Naick to be Summoned and
required by the Sheriff of Fort Saint George Town of Madras-
patnam and the districts thereof personally to be and appear
before this Honble Court at 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

This 24th Day of November 1791

The Bill was shewn to me in the days of adjournment
The Complainant having Sworn to the Justness of the
debt and that he hath been informed and verily believes
the Defendant is about to depart from the Jurisdiction
of this Honble Court let a Summons issue returnable im-
mediately and a Warrant of Arrest thereon

Jos. Du Pre Porcher
Mayor

John Wilkenson
Atty for Compt

Translation of a Bond Dated 16th Vyaucy of Soumya Year answering to
Anno Domini 26th May 1789

I Venatauchellum Naicken Son of Moonala Venatar-
gaty Naicker of Madras do give this Bond to Ninah Chitty Son of
Pandy Mootoo Kistnama Chittyer of Vapaury 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 585 19 Five hun-
dred and Eighty five Star Pagodas and Nineteen Fanams 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 there-
on at the rate of 9 p Cent p Annum, In default of which you are
hereby empowered to recover it by prosecuting in the Honble The
Mayors Court Thus I Venatauchella Naicken have given this
to Ninan Chitty with my free will and Consent Witnessed
Conegoody Vera Naicker and Samantham Carrosaramma
Chitty by their knowledge this Bond was drawn by Vidy

Witnessed signed
Conegoody Veranaya
Canatarumma

(Signed) Monala Venatauchellum

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

(Signed) Rangan and com
Interpreter

A true Copy
John Wilkenson
Atty for Compt

Dr. Monala Veneatauchellum Naick in Account with Ninah Chitty Cre

1789 May 26th	To the Amount of Your Bond of this day date	485.19	1791 Nov. 23rd	By Balance due 594.12 39
1791 Nov. 23rd	To Interest on do from May 26th 1789 to this day is 2 Y. 5 m. 8 d. at 9 p Cent p Annum	108,38,39		
	Pagodas	594.12 39		Pagodas 594.12 39

Madras 23rd November 1791

E E (Signed)

A true Copy John Wilkinson Attg for Complt.

Filed the 24 Novem. 1791

In the Honble the Mayor's Court at Madraspatnam

Between Ninah Chitty of Madras Inhabitant Complainant and Monala Veneatauchellum Naick at present of the same place Inhabitant Defendant—

The Affidavit of the abovenamed Complainant

This Deponent maketh Oath and Saith that the above Named Defendant Monala Veneatauchellum Naick stands Justly and truely Indebted unto this Defendant in the full and Just sum of Five hundred and Ninety four Star Pagodas Twelve fanams and thirty Nine Cash Current Money of Madras and this Defendant further saith that he hath been informed and verily believes that the said Defendant is now about to depart from the Jurisdiction of this Honble Court whereby this Deponent has every reason to belive he shall lose his Debt.

John Wilkenson
Attg for Complt.

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

Ranganaudom
Interpreter

Filed 7th Feb.y 1792

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

Between Ninah Chitty of Madras
Inhabitant Complainant and
Monala Vencatachellum Naick of
the same place Inhabitant Defendant.

The affidavit of Thomas Ives One of the
Serjent of this Hon.ble Court —

This Defendant maketh Oath and saith that he
did personally at three several times served the above
named Defendant in Goal with three Rules issuing Oath
of this Hon.ble Court in the above Cause requiring the said
Defendant to answer the above named Complainant's
Bill the last of which was a peremptory as follows —
Further day is given the Defendant till the 7th February
next to answer the Complainant's Bill in default of
which Judgment will be given for the Complainant.

H. Cur.
G. E. Askin
D. J. Reg.r

Sworn to in Court
this 7th Febry 1792

G. Taylor
Reg.r

Tho.s Ives.

Mayor's Court at Madraspatnam

Tuesday the 7th Day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Henry Chichley Michell Aldermen

Between Ninah Chitty of Madras Inhabitant Complainant and Monala Vencatachellum Naick at present 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 Complainant's 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 Five Hundred and Ninety four Pagodas Twelve Fanams and Thirty Nine Cash (Pagodas 594-12-39) 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

Filed in Court 29th Novem 1791

To the Honble the Mayors Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Streeparoomboodoor Moodoo Moodelliar of Madras Inhabitant Administrator of all and Singular the Goods Chattels Credits Rights and Effects of Streeparoomboodoor Ponnambala Moodelliar late of Madras Inhabitant Deceased that Saulavaukum Teroovengada Pillay of the same Place Inhabitant Stands indebted unto Your Orator as Administrator as aforesaid in the full and Just Sum of Two Thousand One hundred and Thirteenth Pagodas Thirty Two Fanams and Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shilling for every Pagoda the Sum of Eight hundred and Forty Five Pounds Nine Shillings and Ten Pence other abouts as will more fully and at large appear by Copy of an Account Current and also by Copy of the Translation of a Mortgage Bond given and granted unto the said Deceased Streeparoomboodoor Ponnambala Moodeliar in his life time by the said Saulavaukum Teroovengada Pillay on the Thirty First day of December which was in the Year of Our Lord One Thousand Seven hundred and Eighty Nine Payable on Demand with Interest at the rate of Twelve per Cent per Annum hereunto Annexed for the Inspection of this Honble Court both which Your Orator Prays may be admitted as part of this his Bill of Complaint [illegible] Orators Possession and ready to

be produced when required And Your Orator Sheweth that it is further Consented and agreed by the said Saulavaukum Teroovengada Pillay that in case the said Sum of Money should not be discharged According to the term therein Specified for the Payment thereof that Your Orator Intestate should in such Default be at liberty to Sue for the same in this Honble Court by which said Agreement and Covenant of the said Saulavakum Teroovingada Pillay Your Orator is at full Liberty to Commence an Action and sue for the Payment of his Aforesaid debtion this Honble Court According to the Meaning Sperit and Construction of His late Majestys Charter now in force Respecting the prosecution of suits Between the Natives of Madras in the Honble the Mayor's Court And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said sum of Two Thousand One hundred and Thirteen Pagodas Thirty Two Fanams and Seventy Cash from the said Saulavaukum Teroovengada Pillay.—

But now so it is May it Please this Honble Court the said Saulavaukum Teroovengada Pillay 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 shall appear agreeable to Equity and good Conscience To the End therefore that the said Saulavaukum Teroovengada Pillay may upon his Corporal Oath full true direct and perfect answer make to all and Singular the Matters and things herein before selforth 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 as Administrator as aforesaid the said Sum of Two Thousand One hundred and Thirteen Pagodas Thirty Two Fanames and Seventy Cash together with all such Interest as now is shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Saulavaukum Teroovengada Pillay to be Summoned and Require by the Sheriff of Fort saint George Town of Madras 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 Orators Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Honble Court shall see meet.

Hy Dudney

attly Complt.

Dr. Saulavaukum Seroovengada Pillay in account Current with Stroeperimboodoor Moodoo Modelliar Admor to the Estate and Effects of Stroeperimboodoor Ponnambala Modelliar Deceased

1791					
Dec.r 31	To	the Amount Principal of your Mortgage Bond in favour of the said Deceased of this date	1723. 6. 66.	By Balance due	2113.32
1791. Nov.r 20	To	Interest on D.o from 31.st Dec.r 1787 to this day is 1. Ys. 20. @ 12 p Cent p Annum	390.26. 16.		
		Pagodas	2113.32		Pagodas 2113.32

Madras 20.th November 1791.

E E

atone Copy

Wy Pillay

atty Compl.t

Translation of the Mortgage Bond dated 31.st December 1790. –

I Saulavaukum Seroovengada Pillay in consequence of Modelliar Admor to the Estate and Effects of Stroeperimboodoor Ponnambala Modelliar Deceased Mortgage this Bond to Stroeperimboodoor Moodoo Modelliar Admor to the Estate and Effects of the said Deceased Ponnambala Modelliar Deceased as Security for the Sum of Pagodas Nine hundred and Twenty three and Fanams Eight (923 – 8) Gr. Sol. which my Late Father Seroovengada Pillay borrowed from the said Deceased Ponnambala Modelliar and Executed a Mortgage Bond in favour of the said Deceased Ponnambala Modelliar bearing Date the 31.st December 1787 (One Thousand Seven hundred and Eighty Seven) for the Sum of Pagodas Nine hundred and Twenty three and Fanams Eight (923 – 8) Gr. Sol. which my

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th Day of February Anno Domini 1792 –

Present

Andrew Ross Esquire Mayor

James Call and Henry Chichley Michell Aldermen

Streeparambadoor Mootoo Moodeliar Administrator of Streeparambadoor Ponnambala Moodelliar Deceased

Saulavaukam Trevengada Pilla

Affidavit of John Scawen 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 Peter Walker be permitted to Decline acting The attorney for the Complainant prays that the Defendant may be next Court Day appoint another attorney to act for him in the room of Mr Peter Walker – Ordered accordingly –

Further Day is given the Defendant till the 14th Instant to Answer the Complainants Bill in default of which Judgment will be given for the Complainant. –

A true Extract

G. Taylor
Regr

In the Honble the Mayors Court at Madraspatnam

Between Streeparambadoor Mootoo Moodelliar Administrator of Streeparambadoor Ponnambala Moodelliar Deceased Complainant and Salavaukum Trevengada Pilla Defendant.

The Affidavit of Thomas Ives one of the Serjeant of this Honble Court –

This Deponent Maketh Oath and saith that on the Elevent Instant he did personally attend at the 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 his said Dwelling house the Copy of the said Extract. –

Thos Ives –

Sworn to in Court
this 14th February 1792.

G. Taylor
Regr

Mayor's Court at
Madraspatnam

Tuesday the 14th Day of February
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Josias DuPre Porcher and James Daly
Aldermen

Between Streeparoomboodoor Moodoo Moodelliar of Madras Inhabitant Admor of Streeparoomboodoor Ponnambala Moodelliar of the same place Inhabitant Deceased Complainant and Saulavaukum Terosvengada Pillay 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 Two Thousand One hundred and Thirteen Pagodas Thirty two Fanams and Seventy Cash (Pags. 2113-32-70) together with all such Interest as now is or shall hereafter become due thereon until the payment is made also all Costs of this

Filed 9th Decemr 1791.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Compaining Sheweth unto this Honble Court Your Orator Covoor Soobaray Moodelier of Madras Inhabitant that Thogoramody Chinnasamy Eyer of the same Place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of One Thousand and Seventy Five Pagodas 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 Thirty Pounds or thereabouts as will morefully and at large Appear by Copy of an Account Current and also by Copy of a Mortgage Bond given and greanted unto Your Orator by the said Thogoramody Chinnasamy Eyer on the Eighteenth day of April in this present Year of Our Lord One Thousand Seven hundred and Ninety One Payable on demand with Interest at the Rate of Twelve per Cent per Annum hereunto Annexed and prayed to be Admitted as part of this his Bill of Complaint the Originals whereof being in Your Orators Possession, and ready to be produced When Required, And Your Orator Sheweth that it is further Consented and Agreed by the said Thogoramody Chinnasamy Eyer, that in Case the said Sum of Money Should not be discharged According to the term therein specified for the Payment thereof that Your Orator shall in such Default be at liberty to sue for the same in this Honble Court by which said Agreement and Covenant of the said Thogoramody Chinnasamy Eyer Your Orator is at full liberty to Commence an Action

and Sue for the Payment of his aforesaid with the Hon[ble] Co[rt]
according to the Meaning Spirit and Construction of this Late Act
-ty's Charter Now in force respecting the Prosecution of Suits between
the Natives of Madras in the Hon[ble] the Mayor's Court. And Your
your Orator hath frequently and in an Amicable Manner Request
Payment of the said Sum of One Thousand and Seventy Five Pag[o]
from the said Thegaramady Chinnasamy Gen[t]

But now so it is May it Please Your Hon[ble]
Court the said Thegaramady Chinnasamy Gen[t] Altogether and wil-
fully Refuses to pay the same or to give Your Orator any Manner of
Satisfaction Touching the Premises Your Orator therefore prays
General Relief and as his Hon[ble] Court shall appear Agreeable
to Equity and good Conscience to the End therefore that the Said Thega-
ramady Chinnasamy Gen[t] may upon his Corporal Oath (all
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 being
Decreed to pay unto Your Orator the aforesaid Sum of One Thousand
and Seventy Five Pagodas together with all such Interest over
is or shall hereafter become due and Owing also all Costs of this Suit
May it Please this Hon[ble] Court to Cause the said
Thegaramady Chinnasamy Gen[t] to be Summoned and Required by
the Sheriff of Fort St George Town of Madraspatnam and the
Circle thereof personally to be and appear before this Hon[ble] Court
a Certain time

appointed them and there to Answer this Your Orators Bill of Com-
-plaint and further to stand to and abide by such order and Decree
therein as to this Hon[ble] Court shall seem Meet

Fort St George 6th Decem[r] 1791.

Jno Dis Pitt
Atty Compl[t]

This Bill was Shewn to me between the
days of Adjournment let a Summon issue
Returnable Next Court Day—

Jos. Dalbe Porcher
Mayor

D[r] Thegaramady Chinnasamy Gen[t] in Account
Curr[t] Sicca Rupees Mad[s] Cur[y]

1791 April 13 To the Amount of Principal
your Mortgage Bond Time 1000 -
of this date
Dec[r] 31 To Interest on ditto @ 18
per Cent p[r] Ann[m] for 1 Year 180 -
@ 12 per Cent p[r] Annum
Pagodas 1075 -

Madras 31st Decem[r] 1791

E. E. & Co.

Jno Dis Pitt
Atty Compl[t]

Know all Men by these Presents, that I Thogoramody Chinna-
samy Eyer the son of Thogoramody Aanavier held and firmly bound
unto Covoor Soobaroy Moodelier of Madras Inhabitant in the Penal
sum of Two Thousand Star Pagodas to the Payment Whereof well
and truly to be made to the said Covoor Soobaroy Moodelier his
Heirs Executors and Administrators firmly by these Presents, as
Witness Whereof I have hereunto set my Hand and Seal in Mad[illegible]
this Eighteenth day of April in the [illegible]
Hundred and [illegible]
Ninety one —

Whereas the above bound Thogoramody Chinnasamy Eyer hath bor-
rowed and Received of the above named Covoor Soobaroy Moodelier the
full and just Sum of One Thousand Star Pagodas to run at Interest
at the Rate of Twelve (12) per Cent per Annum Payable [illegible]
and for a Securing the Repayment whereof the said Tho[illegible]
Chinnasamay Eyer doth hereby Mortgaged the Chout[illegible]
of his House descended to him as heir to his said Father situated at
Pedda Naicks Pettah in Mannady Street between the Garden of
Taudeeanda Sameyah and Palaventhangel Talesingapillay as
appears by a Choultry Certificate N 1180. and in default of Pay-
ment the said Covoor Soobaroy Moodelier is hereby Empowered
to Sue the said Thogoramody Chinnasamy Eyer in the Hon'ble the
Mayor's Court at Madraspatnam —

Now the Condition of this Obligation is such, that if the
above bound Thogoramody Chinnasamy Eyer his Heirs, Execu-
tors, Administrators or Assigns, Shall well and truly Pay or
Cause to be paid unto Covoor Soobaroy Moodelier his Heirs, Executors,
Administrators or Assigns, the full and just Sum of One Thou-
sand Star Pagodas together with such Interest as Shall or may
become due thereupon, than this Obligation to be void and of no
Effect, Otherwise to Continue in full Force and Virtue —

Signed, Sealed and Delivered
Where no Stamped Paper is to be
had in the Presence of —

[illegible]

[illegible]

(L.S.)

True Copy
Hy Dupuy
Atty Compl.

Mayor's Court at
Madraspatnam

Tuesday the 14th Day of February
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Josias DuPré Porcher and James Daly
Aldermen

Between Covoor Soobaroy
Moodeliar of Madras Inhabitant
Complainant and Thogoramody
Chinnasamy Eyer 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 it is accordingly Order and Decree, that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand and Seventy five Pagodas / Pagodas 1075 — 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.

HW

Filed 8th Septr 1791.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Jotteeala Casava Moodeliar of Madras Inhabitant that Cote Shreenewaus arayer also of the same place Inhabitant stands indebted unto Your Orator in the full and Just sum of Four Hundred and fifty two Star Pagodas nine Fanams and forty 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 One hundred and Eighty Pounds one Shilling and eight pence or there abouts as will more fully and at large appear by the Copies of the Translation of a Mortgage Bond and 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 where 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 Four hundred and fifty two Pagodas nine Fanams and Forty three Cash But now so it is and may it Please this Honble Court the said Cote Shreenewaus arayer obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfactione touching the premises Your Orator prays all General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Cote Shreenewaus arayer 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 and that he may be decreed to pay unto Your Orator the aforesaid sum of Four hundred and fifty two Pagodas nine Fanams and forty three Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it please this Honble Court to cause the said Cotte Shreenewaus arayer 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 Honble Court at a Certain time and place to be by this Honorable Court perfixed 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 sum Meet.

Madras 8th September 1791.

Popham
Atty for Complt.

This Bill was shewn to me in the days of adjournment let a Summon Issue retornable next Court day.

Jw. Du Pré Porcher
Mayor

Translation of a Mortgage Bond dated 27th Audy of Thulaia Year or 7th August 1788.

I Coote Shreenevausaroyer of Madras do give this Mortgage Bond to Tottecala Casava Moodeliar of the same place that is to say.

In Consequence of my Urgent Occasion I have this day Mortgaged to you the following Jewells Vizt.

	Pagt.
An Ear Ring of Emerald called Tasby Estimated	60
Beedi or Maula of Venison Ditto	60
a Gold Sarejodoo or Ornament for the Womens hand	25
a large Silver Salver	
a Small Salver	
a Pair of Cal Galooroo or Chain for the Leg	
a Pair of Hand Rings	

in all Silver pieces 6 — weighing Pagodas 970 valued Pagodas — 74 — The Valuation of the whole of the above pieces is 219 Pagodas — And likewise I have Mortgaged to you the 13 Cadjan writings relative to the Mortgages [illegible]

that of the Swasteyam or Priveledge I purchased in the Aggrauram of Pallamatore in Saulavaukum Country and borrowed & received of you the sum of /500/ Five hundred Star Pagodas which sum I do hereby engage to repay you on or before the 30 Thye or 10 February next with all such Interest as shall or may become due thereon at the rate of 12 ℘ Cent ℘ Annum and redeem the above Mortgage — in default of which you are hereby empowered to recover it by prosecuting in the Mayer's Court This I have given this Mortgage Bond with my free will and Consent Witnesses Yecautoo Rungavyer & Chinnamanaickarwopam Sadauswam Moodeliar by their Knowledge this Mortgage Bond was drawn by Senna Tombeyapan —

Witnesses Signed
Rangavan
Sadauswan

Signed Coote Shreenevausaroyer

On the 22nd Audy of Vesodycrootoo Year or 2nd August 1791. received on the Sale of the pieces mentioned in this Bond /230/ Two hundred & thirty pagt.

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

Ranganaudom
Interpreter

A true Copy

Popham

Mayors Court at Madraspatnam

Tuesday the 14th Day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias Du Pré Porcher and James Daly Aldermen

Between Totticala Casava Moodeliar of Madras Inhabitant Complainant and Coote Shreenevausaroyer also 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 Four hundred and Fifty two Star Pagodas Nine Fanams and forty three Cash (Star Pagodas 452-9-43) together with all such Interest as now is or shall hereafter become due thereon untill full payment is mand also all Costs of this Suit

Vide

Dr Coote Shreenevausaroyer in Account Current with Totticala Casava Moodeliar

1788 Augt 7th	To the Amount of Your Mortgage Bond of this date payable on or before the 10th February Next	500	
1791 Septr 6th	To Interest ond. from 7th August 1788 to this day being 3-0-29 @ 12 pc Cent pr Annum	184.35	
	Pagodas	684.35	

1791 Augt 2d	By Cash received on the late of the pieces of Jewels Mentioned on Your Bond	230	
Septr 5	By Interest ond. from 2d Augt 91 to this Day being 1 mo 4 @ 12 pc Cent pr annum	2.25	3
		232.25	3
	By Balance due	452.9	43
	Pagodas	684.35	

Madras 5th September 1791

Errors Excepted

& Cashewa

A True Copy

Copham

Payment from the said Cadum Vizapah Naig of the said Sum of Six hundred and Twenty Pagodas one Fanam and forty three Cash and the Interest due thereon amounting on the Tenth day of this Instant May to the further Sum of One Hundred and One Pagodas, Twelve Fanams and Twenty Cash, and Making together the said Sum of Seven hundred and Twenty One Pagodas Thirteen Fanams and Sixty three Cash.

But now so it is and may it please this Honble Court the said Cadum Vizapah Naig obstinately and wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays Generial Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the end Therefore that the said Cadum Vizapah Naig may upon his Corporal Oath full true direct and perfect Answer to all and Singular Matters and things herein before Setforth and alledged, as fully, truely, and effectually, to all intents and purposes as if the same were here again repeated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of Seven hundred and twenty One Pagodas Thirteen Fanams and Sixty three Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Cadum Vizapah Naick 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 Bill of Complaint and further to stand to and abide by such Order and Decree therein, as to this Honble Court shall seem Meet

18. May 1771.

This Bill was shown to me
between the days of Sojournment
Let a summons Issue returnable
Next Court Day.

Jon. Du Pre Porcher
Mayor

Popham
Atty for Compl.t

Know all Men by these Present that we Pedumpatum Comalapah and Chuppachum Veerapennah are firmly bound unto Joseph Gerrow and Benjamin Sorin Esqrs that some time ago One Pedupaichum Sammy Pillay gave you a Contract Bond for Supplying you with Chunam & Firewood from Alamberva and Maraicannum and received of you the sum of Six hundred Pagodas but as he fell sick since the supplying you with the Contracted Articles within the limitted time has been delayed, wherefore we do hereby bind ourselves to you for the said Sum of Six hundred Pagodas as well as for the Sum of Pagodas 480. We received of You this day to deliver unto you at this Port or before the 15th day of July next 80 Garces of Shells and a Lack of Firewood agreable to the Tenor of Sammy Pillay Contract Bond and afterwards We Agree to receive from

Payment from the said Cadum Vizyapah Naig of the said Sum of Six hundred and Twenty Pagodas one Fanam and forty three Cash and the Interest due thereon amounting on the Tenth day of this Instant May to the further Sum of One Hundred and one Pagodas, Twelve Fanams and Twenty Cash, and making together the said Sum of Seven hundred and Twenty One Pagodas thirteen Fanams and Sixty three Cash.—

But now so it is and may it please this Honble Court the said Cadam Vizyapah Naig absolutely and wilfully refuses to pay the same or to give Your Orator any manner of satisfaction touching the Premises Your Orator pray a Genical Relief such as to this Honble Court shall appear agreable to Equity and good Conscience. To the end therefore, that the said Cadam Vizyapah Naig may upon his Corporal Oath full true direct and perfect Answer to all and Singular 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 that he may be Decreed to pay unto Your Orator the aforesaid Sum of Seven hundred and twenty One Pagodas Thirteen Fanams and Sixty three Cash with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Cadam Vizyapah Naick 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 Bill of Compliant and further to stand to and abide by such Order and Decree therein, as to this Honble Court shall seem Meet

18. May 1771.

This Bill was shewn to me
between the days of Sejournment
Let a summons Issue returnable
Next Court Day.

Jon. Dru. Pye Porcher
Mayor

Popham
Atty for Compl.t

Know all Men by these Present that we Coodupauckum Comalapah and Chupackum Veerapermall are firmly bound unto Joseph Gerrow and Benjamin Sorin Esqrs that some time ago One Coodupauckum Sammy Pillay gave you a Contract Bond for Supplying you with Chunam & Firewood from Alumbewa and Maraciaunum and received of you the Sum of Six hundred Pagodas but as he fell sick since the supplying you with the Contracted Articles within the limitted time has been delayed, wherefore we do hereby bind ourselves to you for the said Sum of Six hundred Pagodas as well as for the Sum of Pagodas 450. we received of You this day to deliver unto you at this Port or before the 15th day of July next 80 Garces of Shells and a Lack of Firewood agreable to the Tenor of Sqamy Pillay Contract Bond and afterwards we Agree to receive from

You

you a further advance but if We fail to supply you the said full quantity of sell and Firewood within the above limitted time of 15th July next we promise and agree to Pay unto you whatever loss that may occur to you in the sale of the same together with such Balance that may occur to you in the sale of the same together with such Balance that may appear against us and likewise annul all our Contract with you — This We give this our own free will and Consent this 24th day of May 1788 in Fort Saint George —

Witnesses

[illegible]
Cadeum Vejayenna
[illegible]
Vencatachellum

[illegible]
Pudupaukom Comalapillay

[illegible]
Chapaukum Veerapermaul

A True Copy

Popham

Know all Men by these Presents that I Bond given by Cadam Vezeepa Naigam firmly bound unto Josepha Garrow and Benjamin Torin Esqrs I did give a Security Bond dated 18th Novr 1787 for the sum of Six hundred Pagodas Paid by you to Sammy Pillay for Chunam and Firewood which he Contracted to deliver but on Account of his being indisposed the supply of Chunam and Firewood was delayed and now that Poodupaukum Canalapah and Cheapackum Veerapermall having become bound unto you for the said Six hundred Pagodas to supply you with Chunam and Firewood Agreeable to Sammy Pillays Contract and likewise they have received of you a further advance of 450 Pagodas this with Six hundred Pagodas makes a Sum of Pags 1050 — for which money I bind my self and my heirs to You as a Security and will Cause the Chunam and Firewood to be delivered agreeable to the limitted time in which if any facture is made I will be answerable for the money agreeable to the Agreement given you by Comalapah and Veerapermall — This I gave this with with my own free will and Consent this 24th day of May 1788 in Fort Saint George —

Witnesses

[illegible]
Iyah Vyer

[illegible]
Shunmogaroyen

[illegible]
Cadeum Vejayenna

A True Copy

Popham

Comalapillay & Veerapermaul Chunam Contractors Pagodes 620-1-43-

Madras 31 December 1789 We do hereby acknowledge that on are adjustment of our Chunam Accounts for the Months of February, March, April, May, June July, August, September, October, November & December 1789 — with Messrs Joseph Gerrow & Benjamin Torin Contractors We are indebted to them the sum of Six hundred & Twenty Pagodas One fanams & forty three Cash — to this day —

[illegible]
Witnessed by Bumarauze Pariah

[illegible]
Comalapen

[illegible]
Veerapermaul

A True Copy

Popham

Dr. Cadam Vezeapah Naig as security for Comalapillay & Veeraperma'l Chunam Contrs. in account
Curron with Mass.rs Joseph Gerrow & Benjamin Torin

1789 Dec. 31	To Cash being the Balance due from Comalapillay & Veeraperma'l as per their Acknowledgment of this Date	620	1 43
	To Interest on d.o from 31 December 89 to 10th May 1791 being 1 4 & 10 Days @ 12 p Cent	101	12 20
	Pagodas	721	13 63

1791 May 10th	By Balance due to Mass.rs J. Garrow & Benjamin Torin this day	721	13 63
	Pagodas	721	13 63

Fort St. George 10th May 1791 —
E.E.
H. Joseph Gerrow
Attnee Copy
Popham

Filed the 23rd May 1791

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

Between Joseph Garrow and Benjamin Torin Complainants —
and
Cadam Vezeapah Naig Defendant —

The Affidavit of Joseph Garrow One of the above Named Complainants —

The above Named Joseph Garrow Maketh Oath and Saith that the above Named Cadam Vezeapah Naig is indebted in the Sum of Seven Hundred and Twenty One Pagodas Thirteen Tanams and Sixty Three Cash being the Balance of an Account made up to the Tenth Day of this Instant May together with Interest from the said Tenth day of May —

Joseph Gerrow

Popham
atty for
Compl.t

Sworn in Madras
this 18th day of May 1791
Before me
Jordu Pre Porcher
Mayor

Filed the 3rd Augt 1791

In the Honble the Mayors Court at Madraspatnam

Between Joseph Gerrow and Benjamin Torin Complainants

and

Cadam Vizeapah Naig Defendant.

The Affidavit of Joseph Gerrow one of the above named Complainant.

The above named Joseph Gerrow maketh Oath and saith that the above named Cadam Vizeapah Naig is Justly and truly Indebted unto this Deponent in the sum of Seven hundred and Twenty one Pagodas thirteen fanams and Sixty three Cash together with Interest thereon from the tenth day of May last and that the said Cadam Vizeapah Naig has been within the Jurisdiction of this Honble Court since the Cause of action arose.

Sworn in Madras before me this 2d day of Augt 1791.

Joseph Gerrow

Jos. Call

Senr. Alderman

Pophom

atty for Complt

Mayors Court at Madraspatnam

Tuesday the 14th Day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias DuPre Porcher and James Daly Aldermen

Between Joseph Gerrow and Benjamin Torin Contracters for Brick and Chunam under the presidency of Fort St. George Complainant and Cadam Vizeapah Naig of Madras Inhabitant Defendant.

It Appearing by the Records of this Court that the space of Six Monthes (the time Limited in this Majesty's Charter) is Elapsed since the Return of the Worrent of Sequestration issued against the Defendants Effects, and as the Defendant has 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 Defendant shall pay unto the Complainants the full and Just Sum of Seven Hundred and Twenty One Pagodas Thirteen fanams and Sixty three Cash (Pagodas 721 - 13 - 63) 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.

Hur

Filed 14th Feby 1792.

To the Honble the Mayor's Court at Madraspatnam

Between Gregorio Catchick Complainant and Sasha Gopal dossjee Vishunchundjee by his attorney Jayaram Doss Defendt.

Sheweth

The humble Petition of the above named Defendant

That the Complainant above named having on or about the Seventeenth day of April which was in the Year of Christ One Thousand Seven hundred and Eighty Nine filed and Exhibited his Bill of Complaint in this Honble Court against Your Petitioner for the recovery of the Sum of Five hundred and fifty Pagodas thirty one fanams and Seventy three Cash and Your Petitioner having appeared thereto and filed his Answer the Complainant his Replication and Your Petitioner his Rejoinder and issue having Joined thereon and Witnesses Examined by the Complainants and Your Petitioner the said Cause was set down to be heard and was accordingly heard on the Second day of April last past when this Honble Court was pleased to Order and Decree and did accordingly order and Decree that Your Petitioner should pay unto the Complainant the said Sum of Five hundred and fifty Pagodas thirty one fanams and Seventy three Cash [illegible] Interest and Costs of Suit and Your Petitioner sheweth that by which said Order and Decree of this Honble Court Your Petitioner conceiving himself greatly aggreeved he did pray this Honble Court that the same might be Reheard that which prayer being granted and the same coming on to be reheard on the thirty first day of May last past this Honble Court was pleased to Confirm and did accordingly Confirm their said former Order and Decree -

That from such the said Order and Decree Your Petitioner having on or about the fourteenth day of June last past appealed therefrom to the Honble Court of appeals - Your Petitioner humbly prays -

That this Honble Court will be pleased to Order the Register of this Honble Court to send up all the Papers in the said Suit to the Court of Appeals that the Same may attend the hearing of Your Petitioner said Appeal and Your Petitioner will Ever pray. —

J. Stuart Hall
Jno. Hamilton } Attys for Petr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias Du Pré Porcher and James Daly

Aldermen

Gregorio Catchick
vers
Shasha Gopauldoss

Petition of the Defendant praying that the Original Proceedings in this Cause may be set up to the Court of Appeals read and filed this day — Ordered Accordingly. —

Filed 14th Feby 1792

To the Honble the Mayors Court at Madras patnam

Between Aacha Pillah Administrator of Appoo Pillah deceased by his Attorney Francis de Souza Complainant and Venoatanamen of the same place Inhabitant Defendant —

Sheweth The humble Petition of the abovenamed Defendt

That the abovenamed [illegible]

on or about the Twenty Second day of August which was in the Year of Christ One thousand Seven hundred and Eighty Nine Exhibited and filed his Bill of Complaint against Your Petitioner for the recovery of the Sum of Eight hundred and forty one Pagodas Forty fanams and Sixty Cash and that Your Petitioner having appeared thereto and filed his Answer his Rejoinder and issue having joined thereon the Complainant — and Your Petitioner did Examine their Witnesses and publication did pass and the said Cause was set down to be heard and was accordingly heard on the first day of November last past when this Honble Court was pleased to order and Decree and did accordingly Order and Decree that the Complainants Bill should stand dismissed with Double Costs —

That the Complainant abovenamed having on or about the fourteenth day of the said month of November last past appealed therefrom to the Honble the Court of Appeals. —

Your Petitioner humble prays that this Honble Court will be pleased to order the Register of this Honble Court to send up all the Papers in the said suit to the Court of Appeals that the same may attend the Hearing of the appeal — and Your Petitioner will Ever —

Pray —

A Hurt Hall } Attys for Petr.
Jno. Hamilton

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of February Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

Josias DuPre Porcher and James Daly Aldermen

Incha Pillah

versus

Vencataramen

Petition of the Defendant praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals Read and filed this day. Ordered Accordingly.

Filed 24th Janry 1792.

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth to this Honble Court Your Oratrix Vencaty of Madras Inhabitant That John Batty of the same place Inhabitant is justly and truly indebted unto Your Oratrix in the Sum and Just Sum of Two Thousand Three Hundred and Seventy Nine Pagodas Twenty Six Fanams and Forty Eight Cash Current Money of Madras making into sterling Money of Great Britain at the rate of Eight Shillings for each Pagoda the sum of Nine hundred

Sixteen Shillings and Eight Pence or thereabouts as will more fully and at large appear by the Copies of an Account and a Promissory Note of hand hereunto Annexed for the inspection of this Honble Court which Your Oratrix begs leave to refer to and prays the same may be taken as part of this her Bill of Complaint the original whereof are in Your Oratrix's possession and ready to be produced when required, and Your Oratrix further Sheweth unto this Honble Court that she hath frequently and in an Amicable manner requested payment from the said John Batty of the said Sum of Two Thousand Three hundred and Seventy Nine Pagodas Twenty Six Fanams and Forty Eight Cash

But now so it is may it please this Honble Court the said John Batty contenately and wilfully refuses to pay the same or to give Your Oratrix any manner of satisfaction touching the premisses your Oratrix 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 John Batty may upon his Corporal Oath full true direct and perfect answer make to all and singular the Matters and things herein 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 unto and that he may be Decreed to pay unto Your Oratrix the aforesaid Sum of Two Thousand three hundred and Seventy Nine Pagodas Twenty Nine Fanams and Forty Eight Cash with all such Interest as now is or shall hereafter become due

due thereon as also all Costs of this Suit

May it Please this Honble Court to Cause the said John Batley to be summoned and required by the sheriff of Fort Saint George Town of Madras 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 Aratrix is Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Honble Court shall seem meet

24th January 1791

This Bill was shewn to me between the days of Anjoumment Lot a summons.

Issue Returnable by Next Court Day

John Wilkenson
Atty for Complt

Jordu Pe Porcher
Mayor

Dr. John Batley in Account with Vencaty — Cr.

1786 Decr.	1st	To the Amount of Your Promissory Notes of this date	1767	–	–	1791 Jany	20th	By Balance due to me to this day	2379	26	38
		To Interest on do. agreeable to the payments from the respective times therein particularly specified @ 12 p Cent p Annum									
		On Pag. 441. 33. 60 for 3. 7. 20 is 192. 40. 63									
		on do. 441. 33. 60 for 3. 1. 20 is 166. 18. 1									
		on do. 441. 33. 60 for 2. 7. 20 is 139. 40. 18									
		on do. 441. 33. 60 for 2. 1. 20 is 113. 17. 36	612	26	38						
		Pagodas	2379	26	38			Pagodas	2379	26	38

Madras 20th January 1791.

E.E. ff (Signed) [illegible]

A true Copy
John Wilkenso
Atty for Complt.

Madras 1st December 1786

This is to Certify that I am this day indebted to Vencaty on Account of my promise to her in the Sum of One Thousand three hundred and Sixty seven Star Pagodas / Star Pagodas 1367/ which I do hereby engage to pay her in four payments to Commence from this date that is to say at the end of every Six Months untill the whole Sum is discharged, I will pay her the Sum of four hundred and forty one Star Pagodas

Witness my Hand

/Signed/ John Batley

A true Copy

John Wilkenson
Atty for Compt.

Filed 24th Janry 1791

In the Honble the Mayors Court at Madraspatnam

Between Vencaty of Madras Inhabitant Complainant and John Batley of the same place Defendant

The affidavit of Vencaty the above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant John Batley standeth Justly and truely indebted unto this Deponent in the Sum of Two Thousand three hundred and Seventy Nine Pagodas twenty six Fanams and Sixty Eight Cash Current Money of Madras

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

/Signed/ Vencaty

Filed the 12th April 1791

The Amended Answer of John Batley of Madras Inhabitant Defendant to the Bill of Complaint of Vencaty of the same place Inhabitant Complainant

This Defendant now and at all time hereafter Saving and Reserving unto himself all and all manner of benefit and advantage of Exception which can or may be had or taken to the many Errors Uncertainties and Insufficiencies in the Complainants said Bill of Complaint contained for answer thereto or unto so much thereof as this Defendant is advised to be Material in the Law for him to make Answer unto he this Defendant answereth and

Saith that he this Defendant is not nor has ever been justly or truely indebted to the said Complainant in the sum of Four Thousand three hundred and Seventy Nine Pagodas twenty six Fanams and thirty eight Cash or in any other Sum of Money whatever and this Defendant Saith that notwithstanding he might have a signed or Written Instrument a true Copy whereof is said to be annexed to the Complainants Bill of Complaint in this Cause Yet this Defendant for the reasons herein after mentioned is advised and Saith that the said Written Instrument is void and cannot be considered in Law or Equity as being the act of the Defendt so as to entitle the said Complainant by Virtue thereof or the way to recover from this Defendant the sum of One Thousand Seven hundred and Sixty Seven Pagodas herein mentioned or any part thereof nor the Interest thereon demanded or any part thereof this Defendant further answering Saith that on or about the latter end of the month of November which was in the Year of our Lord One Thousand Seven hundred and eighty three the Complainant who is a female and a Native of this Country and who was then a woman advanced in Years and she being a person of very depraved and wicked mind and one who had as this Defendant has been Credibly informed and verily believes been previously accustomed to carry on Lewd and unchaste intrigues with Men the Said Complainant came to the House of this Defendant in Triplicane in the vicinity of Madras where this Defendant at that time resided and Representing of her the said Complainants

at his instance or to his knowledge did request of this Defendant that he this Defendant would permit the said Complainant to take up her abode in this Defendants House and to reside with this Defendant and this Defendant Saith that he this Defendant being at length moved and seduced by the pressing entreaties of the said Complainant he did accede to her said request and accordingly received the said Complainant in to this Defendants House where she remained two or three days and then left this Defendant and this Defendant Saith that afterwards when the said Complainant had been absent for a few days she of her own free will unsought for and unsolicited by this Defendant returned to this Defendants said House and informed him that she the said Complainant was in the utmost poverty and distress and that she had not either family friends or Relations from whom she could expect succour or Support and this Defendant Saith that the said Complainant did then again most earnestly implore this Defendt to receive her the said Complainant into his this Defendants said House at the same time faithfully promising that if this Defendant would Consent so to do that she the said Complainant would leave off her former promiscuous habits with men and would serve this Defendant with trust and fidelity untill the day of her death, or words to that effect, and this Defendant Saith that in order to alleviate the Sufferings under which the said Complainant then laboured and to relieve her from the poverty and distress in which the said Complainant was then involved this Defendant did from Motives of humanity and in actual Commiseration of the said Complainants Necessitous Situation

Situation and to preserve her from the desperate temptation of return-
-ing to her former way of life yield to the then pressing entreaties
of the Complainant and did not only receive her into this Defendants
House and under his protection but also furnished her with
Cloths and other apparel of which the said Complainant then
stood in great need she the said Complainant being at the time
when she so came to this Defendants said House almost des-
-tute of necessary and decent Clothing and this Defendant
saith that the said Complainant continued to live and reside
with this Defendant from the said Month of November in the
said Year One Thousand Seven hundred and Eighty three untill
the close of the Year one Thousand Seven hundred and Eighty Six
during which period the Complainant having as this Defend.t
then believed Served this Defendant with truth and fidelity and
had left off her former bad habits This Defendant did in order
to excite the said Complainant to a Continuance in the same re-
-formed Conduct give her the said Complainant Jewels and
other ornaments Amounting in Value to two hundred and
thirty three Pagodas and upwards besides a food and raiment
and occasional pocket Money with which this Defendant
found and provided the said Complainant during the period
aforesaid and this Defendant saith that he this Defend.t
having from the then apparent Information of the said
Complainant conceived every strong partiality for the
said Complainant and this Defendant being much pre-

Complainant well knowing the same frequently availed herself
thereof and did on or about the said Month of November more
particularly take advantage of the Defendants absence of
reason and understanding, that attended this Defendant in
an hour of intemperance and did so flatter and by various
artful words and means persuade this Defendant that
she the said Complainant artfully induced and prevailed
upon this Defendant to sign the said Written Instru-
ment herein before mentioned or some other of that
nature and this Defendant saith that this Defendants
mind was obscured and his memory troubled when he
the same that and by the Cause and imposition
aforesaid in so much that this Defendant really did not
then know nor was he able to reflect on what he was
then about and this Defendant saith that if he had not
been in the said State of incapacity of mind he would not
have signed the said written Instrument nor any other
and for which this Defendant has never received any
actual or Bona fide Consideration and this Defendant
saith that afterwards when his reason and right un-
-derstanding had returned and when he this Defendant
had been appriged of the folly which he committed by having signed
the said written instrument or some other he this Defendant did
and insist upon the said Complainant delivering
him back up-

up the same to this Defendant but this Defendant positively Saith that the said Complainant did thereupon actually alledge as an Excuse for her the said Complainants not delivering up the said written instrument to this Defendant that she the said Complainant had destroyed the same as not considering the same of any Value and therefore could not deliver it up to this Defendt. or wards to that or to the like Effect — And this Defendant Saith that the said Complainant continued to live and reside with this Defendant untill the third day of December One Thousand Seven hundred and Ninety and this Defendant Saith that in order further to encourage the Complainant in a Continuance of the Conduct she then made him believe the faithfully preserved towards him he this Defendant did actually allow and pay the Complainant a Monthly Stipend of ten Pagodas besides other Monies which this Defendant gave and presented to the said Complainant from time to time So wit from the aforesaid Month of November One Thousand Seven hundred and Eighty Six untill the thirtieth day of November one Thousand Seven hundred and Ninety and this Defendant Saith he did also during the time aforesaid furnish the said Complainant with Cloths to the amount in Value of Two hundred Pagodas and upwards And this Defendant Saith that he doth Verily and truly believe that the said Complainant hath received and this Defendant hath actually paid unto her upwards of one Thousand Pagodas from the first of her coming to live with him as aforesaid untill the [illegible]

as before and hereafter Mentioned and this Defendant Saith he would have continued his friendship and Protection to the said Complainant had she Merited the same from this Defendant but this Defendant Saith that he this Defendant being on or about the first day of December now last past give to understand that the said Complainant had for a long time previous thereto and during her Residence with this Defendant entered into and kept up a lewd and unchaste connexion with one Rago Chitty a Native of India and that she the said Complainant had long maintained the said Connexion and had thereby long proved herself unworthy of this Defendants friendship and protection and of the Sums of Money he had given and Expended on her besides the liberal provision he constantly made for the Complainant of Ten Pagodas per month during all the time aforesaid and she the said Complainant being totally Regardless of her promises of Observing a Regular and decent conduct and entirely to leave off her former promiscuous habits with Men and also of her Obligation and duty to Serve this Defendant with truth and fidelity she the said Complainant did at length become so shameless and abandoned that this Defendant Saith that he this Defendant together with another Person did actually discover the said Complainant and the aforesaid Person in a gilty retirement on or about the third day of December in the year of our Lord One Thousand Seven hundred and ninety — And this Defendant saith that upon such this Defendants discovery and detection of the reprouch ful Infidelity of the said Complainant who at the time that she received from the

hand of this Defendant a liberal provision and gratuity as a Con-
-sideration for her fidelity and the Services she had in the Man-
-ner aforesaid bound & obliged herself to observe and render to-
-wards this Defendant the was also receiving the wages of her
infidelity and injury towards this Defendant from the per-
-son aforesaid or was otherways bestowing the liberality of
this Defendant on this person as a Corrupt inducement to
these purposes — He this Defendant did immediately upon
such discovery and detection dismiss the Complainant and
could not any longer suffer her to remain in this defend^t
ants House and this Defendant Saith that the Complai-
-nant did thereupon Confess her having abused the Confidence
of this Defendant and did make repeated assurances of ne-
-ver falling again into the like offence but that soon after-
-wards by the Encouragement of the said Rago Chitty or some
other bad persons with whom she was connected she returned
to this Defendants House and remained without any Controul
or notice by this Defendant untill this Defendant was obli-
-ged to forbid the Complainant to come near his House and
did likewise Order his Servants not to permit her to enter
into it And this Defendant Saith that he did frequently Men-
-tion to the Complainant during the time the lieved in his
House in the manner aforesaid the Circumstance of the said
Note and did desire her to deliver up the same to this Defend^t
as she the said Complainant well knew the Situation and

Circumstances under which the same was procured and given —
But this Defendant Saith that the Complainant did never
say that she had the same but on the Contrary did always declare
that she had not the said Note but that she had destroyed it and
at other times that she the said Complainant had Cost the said
Note and at other times that she had given it back to this Defen-
-dant as she never did regard the same to be of any Value — And
this Defendant Saith that he was not at the day of the date
of the said Note nor now nor any time after in Circumstances that
Could induce the Complainant or any person to believe that he
would give so large an obligation to a person of the Complai-
-nants description of life — Nor could the Complainant
believes that he was [illegible] had the Complainant any reason to
expect that he would give her so large a Sum of Money with-
-out any legal or other consideration for the same and this De-
-fendant Saith that what he gave and paid to the Complai-
-nant was the utmost that she could expect from this Defen-
-dants or procure from any other person as a Consideration for
her faithful attachment and Services towards him or them —

All which Matters and things this Defendant is rea-
-dy and willing to aver maintain and prove as this Honble Court
shall direct and most humbly prays to be dismissed with his
reasonable Costs and Charges in this behalf most wrong fully
sustained —

John Batley
Hy Du Pin
and
John White
Atty^s for the Defend^t

Madraspatnam
Sworn to this 12th day
of April 1791.

Jor: du Pré Porcher
Mayor

Filed the 16th
May 1793

The Replication of Venauty

of Madras Inhabitant Complainant

to the Amended Answer of John Batley

of the same place Defendant.

This Repliant now and at all times hereafter saving and reserving to herself all and all Manner of benefit and advantage of Exception to the Defendants said Answer for Repliedation thereunto saith that all and every the Matters and things in and by her said Bill of Complaint already said she will Justly 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 said Answer of the Defendant is untrue and insufficient in the Law to be by this Repliant Replied unto for divers Manifold insufficiencies, imperfection and uncertainties therein contained, Yet for further Repplication thereunto this Repliant saith as she hath already set forth in her Bill of Complaint that the said Defendant stands justly indebted unto her in the Amount of his Note of Hand a Copy of which is annexed to her said Bill and that the said Note is good valid and Sufficient in the Law to enable her to have and receive from the said Defendant the Amount principal of the same together with the Interest Charged to be due thereon in his said Bill and as particularly set forth in an Account Current likewise annexed to her said Bill This Repliant admits she went to reside in the House of the Defendant in or about the Month of November One Thousand Seven hundred and Eighty three, but denies that she went voluntarily or of her own accord and without solicitation as by the Defendant falsely charged in his said answer, for this Repliant saith that at the time she so went to live with the Defendant she was of the age of Thirteen Years and more, and was a married Woman of high Cast to wit the Cast of the Rajah Poot of a fair unblemished Character cherished and beloved by her Husband and happy in the Society of her Relation freinds and Acquaintance, and that the said Defendant corruptly and wickedly schemed to possess himself of this Repliant and to destroy her good Name and fame and to this End employed a Boy his Servant to seduce her away from her Husband, which he effected in the following Manner This Repliant occasionally going into the Bazar frequently found herself accosted by the Defendants Boy whom she considered to be a Malabar and from the intimacy that in time took place between them in these occasional interviews this Repliant agreed to go with him to visit his Sister at her House, when the Repliant thinking she was going into a Malabar's House and having no suspicions of the Scheme laid for her destruction by the Defendant and his Servant, entered without hesitation, and the Door was instantly shut upon her

her by the Boy who kept her there until the Defendant came in
whereupon he the Defendant took this Repliant by the hand and
and spoke kindly to her using much entreaty to perswade this
Repliant to stay with him, but finding that this Repliant
trembled and was much frightned, he the Defendant agreed to
permit her to depart provided she would swear to come again the
next day which this Repliant form a Motive of getting away
at length did do, and was thereupon permitted to retire And this
Repliant sheweth that her Husband then residing at the Mount
this Repliant had no opportunity of informing him of the
Defendants conduct towards her, but the third Evening following
the transaction aforesaid, this Repliant having been sent
by her Husband to come to the Mount she set out in the
intention and had proceeded but a very short distance from her
House in Tropicana where the Defendant also resided when
she was at once seized by the Boy who had decoyed her as afore-
said into the Defendants house and who assisted by another Boy
in company with him by force and threats and upbraiding
this Repliant with having broken her Oath to the Defendant
as aforesaid given, and that he was therefore Ordered to bring
her before the Defendant his master and being assured by the
Boy that the Defendant would not use her ill nor delay her
from proceeding to the Mount in obedience to her Husbands
Orders she was induced thro fear and inexperience to suffer
herself to be led to the Defendants house where she was
by him to remain all Night

that the next day this Repliant went to the Mount to her Husband
and relying on the innocence of her heart and intentions towards
him after some conversation Revealed his misfortune and with
tears entreated his tender Commiseration of her Situation sedu-
ced by the means aforesaid practised by the Defendant against
her and as she had not voluntarily dishonored him; And this
Repliant sheweth that her Husband in the violence of his
resentment of such an indignity most Cruelly beat and ill treated
this Repliant in so much that she flid from the terror of Death
back to her House in Tropicana aforesaid. This Repliant sheweth
that her Husband on finding she had run away followed her
thither and continued his Cruelty towards her to that degree that
she was again forced to fly from his resentments, and in this
unprotected state was found and solicited by the Defendant
to accept protection in his house against the further resentments
of a much injured and Enraged Husband. And this Repliant
sheweth that in this Manner and by these Means and not as untrue-
ly alledged by the Defendants said Answer she was brought to quit
her Husband Relations and friends and to reside with the Defend-
And this Repliant further sheweth that in about three days after
this Repliant had been reduced to the Necessity of residing in the
Defendants House as aforesaid this Repliants Husband came
there with Many of his Relations and friends Armed with mus-
kets swords and other weapons and demanded of the Defendant
to deliver up this Repliant for his possession, which the

Defendant

Defendant presisted in denying her to be, or to upon the Door to
permit a search which this Repliants said Husband Required—
and this Repliant Sheweth that so sensible was the Defendant
of the Cruelty of his conduct in seducing this Repliant from a
state of happiness and from a husband by whom she was so be-
loved that he lamented the Act with protestations that his great
affection for this Repliant had alone hurried him to the Com-
mission of it, and that he should therefore consider himself
having been the Author of so deplorable a Calamity to this Repli-
cant / bound to make her every reparation, and atonement in
his power, so little did he Consider this Repliants Character and
virtue in the Criminal View he has now set forth and charged in his said Answer the Contrary whereof this
Repliant inserts he knows to be the truth, and that this Repli-
cants was of an unblemished Character and had a Husband
Relations and many friends with whom she lived in great
repute and Esteem so far from being of an unchaste Character
and promiscuously connected with Men or in poverty and
distress as untruely and falsely charged in the Defendants said
answer. And this Repliant sheweth that the said Defendant
made repeated proffers of Money to this Repliants Husband
to forgive the injury done him in the Person of this Repliant
but which Offers this Repliants said Husband constantly re-
jected with indignation and which fact the said Defendant
well knows This Repliant admits

to this and necessaries and that he the Defendant informed this
Repliant he had expended in the purchase of these and other
articles or on account a sum of Two hundred and thirty three
Pagodas or thereabouts for this Repliant saith that about the time she
come to reside in the Defendants house he voluntarily gave her a Note
of Hand for a Sum of Two Thousand Pagodas payable in two Years
in the intention as he the Defendant declared, to be a Provision
for this Repliant in the Event of him the Defendants either
returning to Europe or dying saying that out of this Money One
Thousand Pagodas should be expended in the purchase of a
House, Two hundred More in the usual Gold Silver and other
ornaments of Native Women, and the remaining Eight hun-
dred Pagodas be placed out at interest for her support
and maintainance, And this Repliant sheweth that when
the said Note become payable this Repliant produced it to
the said Defendant who excused himself from paying it
saying he had not then money or some smaller frivolous
pretext, but at the same time assuring this Repliant that
he would shortly discharge it, And this Repliant sheweth
that another Year having elapsed since the same Note
become due this Repliant again produced it to the Defen-
dant when he informed this Repliant that he had expen-
ded for her the sum herein before admitted of Two hundred
and thirty three Pagodas and added that if this Repliant
would be content to deduct the same from his Note he
would —

would then execute a New One to which this Repliant readily
acceding the Defendant drew up and Executed to this Repliant
the note for recovery of which she now seeks relief from this
Honble Court and which on inspection appears plainly
to be the Balance of Two Thousand Pagodas deducting there
from the Sum of two hundred Thirty three Pagodas which
the Defendant in his said Answer Expressly charges he
had expended on account of this Repliant. And here this
Repliant calls for the Judgment of this Honble Court
whether as untruely sworn (and so this Repliant charges
it to be) by the Defendant's and Answer She this Repliant
did in or about the month of November One Thousand
Seven hundred and Eighty Six take advantage of the
Defendant's absence of reason and understanding in an hour
of intemperance and did so flatter and by various artfull
words and Means persuade induce and prevail on him the Defendant
when his mind was Obscured and his Memory troubled and when he
did not know nor was able to reject on what he was then about to
sing such Note or Written Instrument as stiled in the said De-
fendant Answer, the Contrary whereof is the fact as this Repliant
confidently Yet humbly Submits will appear from a View
of the circumstances to this Honble Court This Repliant further
craves leave to shew to this Honble Court that the Defendant
did not at various times or at any time to the knowledge or be-
lief of this Repliant demand back [illegible]

Instrument so Executed to her on the first day of December One
Thousand Seven hundred and Eighty Six nor did ever Complain that
he had Executed the same unwarily, on the Contrary this Repliant
Sheweth that so far was the Defendant from Considering such
act in favor of this Repliant as obtained by fraud or Surprize
that on the Nineteenth day of December One Thousand Seven
hundred and Eighty Nine (a Period of some thing better than
Three Years after Executing his said Note) he voluntarily and
of his Own free will Executed a Paper purporting to be his last
will and testament and ledged the same in the Hands of this
Repliant a Copy whereof is now Annexed to this her Replication
for the inspection and consideration of this Honble Court and to which
this Repliant craves leave to refer and prays the same may be
deemed and taken as part of this her Replication the Original
being in this Repliants hands ready to be produced and proved
when required (by which said Will all in the hand writing of the
said Defendant and his subsequence confirmation of the same
Endorsed on the back thereof under date the Twenty Eighth day
of the said Month of December and likewise in his hand
writing with the due form of Witnesses of such Execution,
this Repliant humbly submits it must Manifestly
appear and stand Confessed to the intire Compleat satisfac-
tion of this Honble Court that the said Defendant well
knew he had Executed a Note to this Repliant, and that not
considering the provision of the same adequate to this Re-
pliants Merits attentions and faithful Services to him
the

the Defendant bequeaths her and additional Sum of One Thousand Pagodas over and above the Amount of his said note to which he alludes being at the time including Interest a Sum of Two Thousand Pagodas and upwards over and about a House a Watch and other Articles as in the said Will stated, this Repliant admits the Defendant supplied hirwith a Monthly Sum of Ten Pagodas but denies that the same was furnished for her One privet use but on the contrary for Particular parts of his the Defendants Table and House Expences, to which and only which purposes, the same was applied by this Repliant and this Repliant admits she continued to live in the Defendants house till the time stated in the said Defendants Answer, that is to say till about the Third day of December last past when this Repliant after seven Years of often written and Declared acknowledged Proberty and faithful Service towards the Defendant was turned Out of his Doors though faultless (as this Repliant insists she is) destitute of all support but what she now Claims from the Defendant thro' the Justice and Equity of this Honble Court —

All which Matters and things this Repliant is ready and willing to aver Maintain and prove as this Honble Court shall direct and therefore prays as in and by her said Bill of Complaint she hath already prayed —

John Wilkenson
R Williams
Attys for Repliant

Madras 19th Decr 1789 —

This to Certyfy that I do make my Girl Vencaty a Present in Case of my Death of three Thousand Star Pagodas including two Thousand, which I owe her as her my Note of hand in her possession, and a present for her faithful services of a House in Madras Black Town, for which I have only yet got a Kashan Leave — and a present of my Watch & Bearow — all the rest furniture to be devided equally amongst my Servants — and I appoint Vencatachelum Avanahiedla my Sole and Lawfull Attorney —

(Signed) John Batley

I confirm all the within written tho' scratched and I hope my friend Havanaghida Vencatachellum will duly perform every Article —

(Signed) John Batley

Madras Decr 28th 1789 —

Witness my hand

Thos Barrett
Cazoo Couchmanto
The Nabob +

A true Copy

John Wilkenson
R Williams
Attys for Repliant

Filed the 7th June 1794.

The Amended Rejoinder

of John Bailey of Madras Inhabitant Defendant to the Replication of Veeraty of the same place Inhabitant Complainant

This Defendent now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception that may be had or taken to the many Errors untruth impertinancess Uncertainties and manyfest imperfections in the Complainants said Replication contained for Rejoinder thereunto or unto so much thereof as he this Defendant is advised is material or necessary for him to Rejoin unto he this Defendant doth rejoin and say that the Answer of this Defendant to the Replicants Bill of Complaint and all and singular the Matter 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 alleged and that the Replication of the said Complainant is very insufficient and insufficient and for further Rejoinder to the Complainants said Replication this Defendant saith he is advised and believes and humbly submits to the Judgment of this Honble Court notwithstanding the assertion of the Complainant to the Contrary that for the causes in the Defendants Answer already particularly mentioned the said Note of hand is void in Law no Consideration

Defendant saith that previous to the said Complainants having taken up her sole Residence in the house of this Defendant she the said Complainant did as a Woman who had been long practised in the habits described by this Defendant in his Answer Come twice to this Defendants House of her own Accord, and without any Solicitation whatever on the part of this Defendant and this Defendant saith that at the time when the said Complainant so obtruded herself upon this Defendant she had apparently long passed the Age of Thirteen Years, and this Defendant saith that her being a married Woman was then a Circumstance of which the said Complainant kept this Defendant totally ignorant, and which from the Complainants way of life, this Defendant could not have imagined or believed nor doth the Defendant know that the Complainant was at that time married and doth not admit that she was Married and this Defendant saith that the said Complainant is not of the Rajah Coots cast but that she is a Woman of every inferior Cast to wit of the Waddaga Wellish Cast and this Defendant saith that the said Complainant did use the inducements set forth, and she did then pretend that she was a friendless and destressed woman, and if this Defendant would agree to receive her into this Defendants House and provide her with Cloths and Victuals she would be faithful and Constant to this Defendant and this Defendant saith that upon these assurances and in order to relieve a distressed object, the Defendant was induced to receive the Complainant into his house and this Defendt. Saith -

Saith that from the then distressed situation and palpable poverty of the said Complainant and from the vicious habits which the had contracted the could not as stated in her said Replication, be Cherished by her said Husband, or happy in the Society of her friends if any she had for this Defendant saith that the said Complainant was then an object of Charity and stood in great need of pecuniary aid and this Defendant Saith that after the said Complainant had resided about three days with this Defendant, a person pretending to be the said Complainants husband accompanied by another man come to this Defendants said House, and desired to see the said Complainant whereupon this Defendant Saith that instead of Concealing the said Complainant as she asserts this Defendant immediately ordered the said Complainant to be called, and when she came before the said persons one of them who pretended to be her husband, did then desire the said Complainant to go with him, which she possitively refused, protesting with great vehemence, that if the Defendant was to turn her, out the said Complainant would pluck out her Tongue and destroy herself at this Defendants door, and this Defendant Saith, that the said person pretending to be the said Complainants husband and the person who accompanied him finding that the said Complainant remained inflexible and would not go with him, they both departed, without her and Complained afterwards, as this Defendant hath been informed of the Obstinacy and ill behaviour of the said Complainant to me Muttukistnah, then dubash to the late Amur (and desired that he

Defendant Saith that the said Muttukistnah thereupon sent for some of the head Men of Triplicane and desired them to enquire into the whole of the transaction as between the said Complainant and this Defendant. and this Defendant Saith that several of the Head Men of Triplicane having accordingly enquired Minutely into the aforesaid Matter, and they having thereupon found as the truth really, is, that insted of this Defendant having seduced the said Complainant that she had actually seduced this Defendant, the said Muttukistnah desired the said head Men of Triplicane, to wait upon this Defendant, and request this Defendant would pay the said Complainant pretended Husbend Thirty five Pagodas, in Cash and to present him and the said other man his Companion with a Turband, each, and this Defendant Saith, that the said head Men of Triplicane did to that end wait upon this Defendant and this Defendant Saith that he did at first possetively refuse to Comply with such requisition but this Defendant Saith that they having represented to this Defendant, the grant poverty and indigence of the said Complainants husband this Defendant was at Length prevailed upon to give him the said Sum of Thirty five Pagodas and a Turband which he received with great gratitude and thanks and went away perfectly Satisfied and happy in having so advantageously got rid of a Woman so profligate and abandoned, as the said Complainant was, and is from all which facts this Defend.t humbly Submits to this Hon.ble Court that the said Complainant

Complainant was neither beloved, esteemed, Cherished, by her said Husband, if she was married which this Defendant doth not admit, or happy in the Society of her pretended friends, and relations and this Defendant positively Saith that so far from this Defendants having set any wicked or Corrupt Scheme in fort to possession himself of the said Complainant or to destroy that good name and fame which the said Complainant had by her said Replication so falsely ascribed to herself that the said Complainants Coming to live in this Defendant house, was entirely of her own devising, and as this Defendant really believes, was the Success of a project being before laid by her and this Defendant Saith he was more induced to receive the said Complainant into his House, from her then distressed Situation, than from any other motive whatever. This Defendant further Saith that he never sent or employed any person whatever, nor did he use any means whatever to Seduce or inveigle the said Defendant to Come to this Defendants House, and this Defendant Saith there was no necessity to resort to any such Stratagems, for that the said Complainant was exceedingly prompt, and importunate, in requesting this Defendant to permit her to reside with this Defendant and this Defendant Saith, that the story of the little Boy, in the said Complainants Replication detailed, is fabulous and without any foundation in truth, and the interviews which by the said Complainant is alledged to have taken place between this Defendant and the said Complainant in Consequence thereof is also

Saith he knows nothing of the Complainants having been led to this Defendants House nor was she led to this Defendants House, for this Defendant saith she came there voluntarily and of her own Choice, as hath been set forth by this Defendant in his answer, and this Defendant Saith, that when the said Complainant so come to this Defendants house he neither required, or afterwards Compelled her to remain there all night, but this Defendant did at the Complainants particular Request, permit her so to do, and this Defendant Saith he was then a total stranger to the pretended Circumstances of the said Complainants being a married woman, and this Defendt. Saith that the Complainant, and force, which the said Complainant Charges this defendant with having used towards her, is a Notorious falsehood for this Defendant saith that if such Violent Measures had been practised by this Defendant, upon the said Complainant, in a Populous Village, who pretends she was a married Woman and of high Cast, it would and must have been a Circumstance that would have made a publick clamour among the natives in general, and her own Cast in particular, and would have been Universally Known, and it would have been impossible for such a violation, if such had been committed to have escaped the notice

of

of Justice, and the publick presentment of the Laws, and this Defendant Saith that the said Complainant, did voluntarely dishonour her said Husband If the was Married to the person she pretended, and that she did most industriously seek the Means of that dishonour and this Defendant Saith, that the Complainants pretence of relying on the innocence of her heart, and intentions towards her said pretended Husband, in the manner she hath set forth, shews her entirely ignorant of that vertuous Laws of the Motives, upon which the Union of marriage is founded among them and shews her to have been well versed, in the arts she practised upon this Defendant, and that she had been long before accustomed to them, and this Defendant saith that he never did except by the said Complainant Replication her nor was he informed, of the said Complainants pretended Husband having beaten or illy treated her nor did he know of the Complainants having had a Husband until a person pretending so to be came to this defendants House accompanied by an other Man, and no more as is herein before Mentioned, and this Defendant Saith that so far from his denying that the Complainant was in his this defendants House, or refusing to open his Door, to the Complainants said pretended Husband, this Defendant did immediately

said Husband Coming to this Defendants House, call the Complainant before him as is herein before Mentioned, and this Defendant Saith he knows nothing of the Complainants being forced to fly from the rage and resentment of her said pretended Husband, if any such rage, or resentment he had actually conceived towards her or whether it was a matter, concerted between the Complainant, and her said pretended Husband, for the purpose of obtaining from this Defendt. the aforesaid Sum of Thirty five Pagodas, but this Defendant Positively Saith, that he did not as stated in the Complainants said Replication Solicit the said Complainant to take refuge in this Defendants House, or wish her abide therein longer than Suited her immediate Convenience and this Defendants House Acted without controul, until this Defendant was from the shameless Conduct of the said Complainant with Rajoo Chitty in this Defendants answer Named forced to send her from this Defendants House, and this Defendant Saith that he never treated the said Complainant with any cruelty whatever nor did he from a State of happiness, or at all seduce the Complainant but this Defendant Saith that on the Contrary he received her into his House in order to relieve her from a deplorable State of wretchedness, and misery. And this Repliant Saith that he never did protest or Say that his grant affection for the Repliant had hurried him into any act

that

that might mar the happiness of the Complainant or that he should consider himself bound to make the Complainant every, or any reparation or allowance, whatever for this Defendant Saith, he never intertained any such Compunction, Nor did here the other hand ever do her any act of unkindness, and this Defendant Saith that notwithstanding the assertion of the Complainant he this Defendant never considered, the Complainants Virtue indanger, but this Defendant Saith that the Complainants great want of gratitude and fedelity to this Defendant, in the instances mentioned in this Answer did afterwards, give him very unfavorable Opinion of the said Complainant This Defendant Saith that the said Complainant not only received from this Defendant, the Necessaries of life, but also a sum of Two hundred and thirty three Pagodas, or thereabouts which this Defendant expended in various Ornaments, besides the other large sum of money expended upon her, as setforth in this Answer with which before time to time presented the said Complainant, and this Replication Saith he does not recollect to have executing note the Complainant a Note of hand for Two thousand Pagodas for the purpose of making such provision for the Complainant, in the Event of this Defendant, returning to Europe as in the said Complainants Replication so pretended, setforth, and mentioned

are and ever have been, too limitted, and Confined, to admit of such a wanton extravagance, and this Defendant Saith that he this Defendant never did allot, or mean to appropriate the Sum of Two Thousand Pagodas, being the Amount of the said pretended Note, to the purposes in the said Complainants Replication mentioned, and this Defendant Saith that the several Matters Respecting the said Note, in the said Complainants said Replication so circumstantially detailed are fabricated by the said Complainant and have no foundation in truth and this Defendant Saith he admits that after deducting a Sum of Two hundred and Thirty three Pagodas from the Sum of Two Thousand Pagodas this as Stated, in the Complainants said Replication very plain that a Balance of One Thousand Seven hundred and Sixty Seven Pagodas will remain, but this Defendant Saith that it is not plain and does not appear thereby, that such balance is truly and Justly due and owing from this Defendant to the said Complainant, and this Defendant Saith that the said Statement is fichtion, and Solely Calculated for the purpose of giving a colour to the fraudulent means through which the Complainant Obtained from this Defendant the written instrument for the recovery whereof she has commenced her present Suit and this Defendant Saith he did so sign the said Written instrument in the inflamence and imposition of the said

Complainant as in this Defendants Answer is already particularly set forth and mentioned and this Defendant positively saith, that the Complainant well knows that this Defendant did demand from her the said written instrument, and that she the said Complainant did thereupon inform this Defendant, that she had destroyed the same as in this Defendants Answer is also particularly mentioned. And this Defendant saith that the Original of the Paper Writing Copy whereof is annexed to the Complainants said Replication, and which the Complainant calls the last Will and Testament of this Defendant, was also obtained by a Continuation of that fraud and imposition which the said Complainant had theretofore practised upon this Defendant on the one hand, and by the imbecility of this Defendant on the other at a time when this Defendant was confined to his bed, in adverse and dangerous illness which for some time much impaired this Defendants mental faculties, and at a time when this Defendant did not know what he was about. and this Defendant saith that the food and Nutriment with which this Defendant constantly found and provided the said Complainant, was independent of the monthly Stipend of ten Pagodas which this Defendant

most Ample Compensation, and more than the Complainant desirved to have from this Defendant and this Defendant saith that instead of the attentions and faithful service which the Complainant so confidently asserts to have performed towards this Defendant this Defendant positively saith, that the said Complainant did behave herself towards this Defendant, with ingratitude and infidelity and did most shamefully abuse the Confidence which this Defendant placed in her and this Defendant most positively Saith that the Stipend of Ten Pagodas per month mentioned in this Defendants answer to have been by him paid, and allowed to the said Complainant was so paid and allowed her for her own and Sole private use, and not for any part of this Defendants Table expences, nor for any part of this Defendants House expence, as otherwise for his use. and no otherwise than as an allowance to the Complainant as a domestick Servant of a certain discription. and which allowence of Ten Pagodas per month, was as regularly paid by this Defendant to the said Complainant as other wages was by him paid to his other Servants and this Defendant Saith that the said Complainant used to recover the said monthly allowence of Ten Pagodas until it exceeded to fifty, Sixty, and an hundred Pagodas, which

with additional Sums of Money of Twenty, forty and
fifty Pagodas, which this Defendant frequently bestowed upon the said Complainant, over and above her
said Monthly allowance. She the said Complainant
appropriated, and laid out solely to her own use, and
this Defendant Saith he in a great measure, Committed to the Complainant the management of his
house expences to defray which he supplied the
Complainant with such sums of Money as she for
that particular purpose required from this Defendant
and this Defendant Saith that as he never kept any
regular Account of the monies which he so gave the said
Complainant to disburse, this Defendant doth verily
believe that the said Complainant did wrong and defraud this Defendant considerably therein, and did
save and appropriat a great part thereof to her own
use and this Defendant is the more confirmed in such
opinion for that the said Complainant hath absolutely pur-
chased the House wherein this Defendant Resided, when
the said Complainant first introduced herself to this Defendants Acquaintance and this Defendant Saith she
could have only been enabled so to do from the monies
which she the said Complainant

whilst she so lived and resided with this Defendant in which
House the said Complainant now publickly Cohabits with
the said Ragoo Chitty, whom the said Complainant upholds,
and supports upon the Monies which she so appropriated
from this Defendants Fortune in manner aforesaid, though
the said Complainant would by her said Replication endeavour to impress upon this Honble Court an Idea of her
poverty and distress at a time when she is publickly lavishing the property of this Defendant upon the said Ragoo
Chitty and this Defendant Saith that so far from the said
Complainant having been deserted by her friends in consequence
of this Defendants having received her into his House the said
Defendant was at the time when this Defendant so received
her into his House friendless and abandoned but this Defendant Saith that when at length the said Complainant had
from the bounty of this Defendant to her been enable not only
to decorate herself with various Ornaments and articles of
dress but also to share the property of this Defendant amongst
her the said Complainants Relations they who had before as the
said Complainant informed this Defendant shunned and
avoided her did actually Caress and Respect her and this
Defendant Saith that the said Complainant during the
period which she so resided with the Defendant actually received
from this Defendant, abstracted from the monies which she pro-
cured from this Defendant as aforesaid, the large Sums of
money by him in his Answer set forth. from all which this
Defendant humbly hopes it will fully appear to this Honble

Court that the said Complainant has been More than amply compensated by this Defendant for the Service which she pretends to have rendered to this Defendant and that this Defendant has been imposed upon in executing the said Written instrument and that he has never received any Consideration of the same —

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 —

Sly DuPuy

John White Attorney for the Defendant

Madras 1st December 1786.

This is to certify that I am this day indebted to Veneaty on account of my Promise to her in the Sum of one Thousand Seven Hundred and Sixty Seven Star Pagodas / Star Pags 1767 / which I do hereby engage to pay her in four Payments to Commence from this date that is to say, at the end of every Six Months until the whole Sum is discharged I will pay her the sum of four hundred and forty one Star Pagodas —

Witness my hand

John Batley

Madras 19th December 1789

This to Certify that I do make my Girl Veneaty a Present in Case of my Death of three Thousand Star Pagodas including two Thousand which I owe her as per my Note of hand in her possession, and a present for her faithfully Service of a house in Madras Black Town for which I have only yet got a Kashan Lease and a present of my Watch & Buroo — all the rest Furniture to be devided equally amoungst my Servants and I appoint Veniatachem Avanaghida my sole and lawful Attorney —

John Batley

I confirm all the within written this I told and I hope my friend Avanaghida Veniatachalum will duly perform every article

John Batley

Witness my hand

Madras
Dec 28th
1789

W. Barrett

Cazee Coachman to the Nabob +

Mayor's Court at Madraspatnam

Tuesday the 14th day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias Du Pré Porcher & James Daly Aldermen

Between Veneaty of Madras Inhabitant Complainant and John Batley of the same place Inhabitant Defendant

This Cause Coming on to be Heard & Debated this day in the presence of the Attornies on both Sides on Reading the Complainants Bill with Copies of an Account and promissory Note of hand Annexed, The Complainants Affidavit, The Defendants Amended Answer, The Replication with Copy of a Will Annexed, The Amended Rejoinder, Two Exhibits on the part of the Complainant On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill do Stand Dismissed and it is further Ordered & Decreed that the Complainant be Taxed with double Costs —

Ff Cur

Filed 7th December 1791 —

To the Honble the Mayors Court at Madraspatman

Humble Complaining Sheweth unto this Honble Court Your Orator Manapaukum Vydeyanauda Moodaliar of Madras Inhabitant That Gaujooloo Mooteyauloo Chitty of the same place Inhabitant stands justly and truely Indebted unto your Orator in the full and Just Sum of Two hundred and One Pagodas thirty Seven fanams and Ten Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Eighty Pounds fourteen Shillings and seven Pence or thereabouts as will more fully appear by Two Written Bonds or oblications and on account Current Copies whereof are hereunto Annexed for the 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 Your Orators Bill of Complaint, the Originals whereof being in the possession of Your Orators attorney at Law and ready to be produced when required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested payment from the said Gaujooloo Mooleyauloo Chitty of the sum of Two hundred and One Pagodas thirty Seven fanams and Ten Cash —

But now so it is may it please this Honble Court that the said Gaujooloo Mooleyauloo Chitty Obstinately and wilfully refuses to pay the same or to give Your Orator any Man-

prays a General Relief such as to this Honble Court shall appear a-
greeable to Equity and good Conscience To the End therefore that
the said Gaujooloo Mooteyauloo Chitty may upon his Corporal
oath full true Direct and perfect Answer make to all and Sin-
gular the matters and things herein before Setforth and alledged
as fully truly and iffectually to all Intents and purposes as if the
same were here again repeated and he particularly Interrogated
thereto, and that he may be Decreed to pay to your Orator the
aforesaid Sum of Two hundred and One Pagodas thirty Seven
fanams and Ten Cash with all such Interest as now wor here-
after shall become due thereon and all Costs of this Suit

May it Please this Honble Court to Cause
the said Gaujooloo Mooteyauloo Chitty to be Summoned and
required by the sheriff of Fort Saint George Town of Madras
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.

Fort Saint George 7th day of Decr 1795.

R Williams
Atty for Complainant

This Bill was Shewn to me in the days of
Government let a Summon issue thereupon
Tenable Next Court Day

Jordu Pré Porcher

Traneslation of a Bond Dated 3rd Maurgaly of Saumeya Year Answering to
Anno Domini 13th December 1789 —

I Gaujooloo Mooteyauloo Chitty of Madras do give this Bond to
Manapaukum Vydeyanauda Moodeliar 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 (137) One hundred and thirty Seven Star
Pagodas Current money of Madras which Sum you are hereby
Empowered to recover with all such Interest as shall or may be-
come due thereon at the rate of 12 ℔ Cent ℔ annum by proceeding
in the Honble the Mayor's Court at your Pleasure — This I have gi-
ven this Bond with my free will and Consent Witnesses Chorla
Sawmenaudah Moodaliar and Ersapah Moodeliar by their
knowledge this Bond was Drawn by Pummell Annata —

Witnesses Signed
Sawmenaudan
Ersapan

(Signed) Gau - Mooteyaloo

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

(Signed) Ranganaudom
Interpreter

A true Copy

R Williams
Atty for Compl^t

Translation of a Bond Dated 23rd Pd Lungoony of Laudauerana year answering to Anno Domini 8th April 1791.

I Gaujooloo Mooteyauloo Chitty of Madras do give this Bond to Manapaukum Vydeyanauda Moodaliar 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 /30/ thirty Hadrogodas Current money of Madras which sum you are hereby Empowered to recover with all such Interest as shall arrange become due thereon at the rate of 12 p Cent p annum by executing in the Honble the Mayor Court at Your Pleasure Thus I have given this Bond with my free will and Consent Witnesses Tanaumpata Ewapa Moodaliar and Chelakala Venatasawmy Naiker by their knowledge this Bond was Drawn by Tanaumpata Vellapan.

Witnesses Signed
Ewapan
Chelakala Venatasawmy

/Signed/ Gau. Mooteyauloo

Attest Translation as near as can be from the Malabar Language

/Signed/ Ranganaudom
Interpreter

Attest Copy
R. Williams
Atty for Complainant

Dr. Gaujooloo Mooteyauloo Chitty in account Current with Manapaukum Vydeyanauda Moodaliar Cr.

1789. Decr.	13th	To the Amount of Your Bond or Obligation of this date	137	"	"	1791 Decr.	3rd	By Balance due this day	201	37	10
1791. April	3rd	To the Amount of Your Bond or Obligation of this date	30	"	"						
Decr.	3rd	To Interest on Ditto from their respective Dates to this day at 12 p Ct p a. On Pags. 137 for 1 Y. 11 Mo. 20 Ds. 32. 19. 10 On Ditto 30 for " 8 " 2. 18.	34	37	10						
		Pagodas	201	37	10			Pagodas	201	37	10

Madras 3rd December 1791

Errors Excepten

Signed Manapaukum Vyedyanauda

A true Copy
R. Williams
Atty for Complt.

then and there by the Public Auctioneer selling such Premises did
to be the best didder for the same and the said Actioneer did thereupon
knock down the said Premises to Your Orator as being so thereby
sold to him And Your Orator Sheweth that he did thereupon pay
into the hands of the said Palavoy Sabaubady Moodelly the
Sum of Nine hundred and twenty five Star Pagodas the Price
of the said Premises so by him Your Orator purchased at Pu-
blic Sale and did obtain from the said Palavoy Sabaubady
Moodelly an English Bill of Sale of the said Premises so
put up to Public Autory a Copy of which Bill of Sale and of
the Registry of the same among the Records of this Honble
Court is hereunto annexed for the inspection of this Honble Court
the Original being in Your Orator's Possession ready to be
produced and proved when required. And Your Orator she-
-with that having in manner aforesaid obtained a Legal Claim
to have and Enjoy the Premises so purchased by him at outcry
from the said Palavoy Saubaubady Moodelly Your Orator did
require the possession of the same when the said Palavoy Sa-
-baubady Moodelly pretending some inconvenience at that time
to give Your Orator such Possession did Execute to Your Ora-
-tor a Written Instrument or Agreement with Condition to put
your Orator in the Quiet and peaceable possession of the said
Premises within Ten days from the date thereof or in default
of so doing granting Your Orator a power to sue him for such
possession in this Honble Court

Copy of a Translation of the said Agreement hereunto Annexed
for the inspection of this Honble Court to which Your Orator craves
leave to referr and prays the same be taken in further Part of
this Your Orator's Bill of Complaint the Original whereof
is in Your Orator's possession and ready to be produced and proved
when required. But Now so it is May it please this Honble
Court the said Palavoy Sabaubady Moodelly Combining and
Confederating to and with various Persons at present unknown to
Your Orator in the possesion and Occupation of such House and
Premises the just property of Your Orator as aforesaid but whose
names when discovered Your Orator prays he may be at Liberty to
insert in this his Bill of Complaint with apt words and dis-
-cription to charge them and every of them in the Premises re-
-fuses to give and deliver to Your Orator possession and Livery
of the same premises so purchased from him by your Orator
at Public Autory as aforesaid alledging sometimes as a Reason
for his Conduct that he was not authorised to sell such Premi-
-ses and could not therefore deliver the same and at other times
fully admitting that he sold such Premises under a good and
sufficient Power and Title so to do but that they had been
sold at an under Value and again at other times saying that
he was ready and desiroses to give Your Orator such possession
but prevented from so doing by the Relations and Friends
of the said Covoore Mostiah Moodeliar deceased who kept
possession of the same all which actings and doings of the
said Palavoy Sabaubady Moodelly and his Confederantes are
contrary

Contrary to Equity and good Conscience and tend to the
wrong Injury and oppression of Your Orator who is a bo
fide purchaser of such Premises as put up to public sale by
said Palavoy Sabanbady Moodelly and which sale has been
confirmed to your Orator by his Deed or Bill of sale for the
and receipt for the purchase money. To the End therefo
that the said Palavoy Sabanbady Moodelly and his Co
-derates when discovered may full true and perfect a
make full and singular the Premises aforesaid as fully
sustinctly as if the same were here again repeated and fu
particularly Interrogated unto and that the said Palavoy Saban
Moodaly may particularly set forth and declare whether or
he is not Administrator to the Estate and Effects of Palavoy Sup
-ry ah Moodelly deceased as also Administrator to the Estate
Effects of Covoor Mootiah Moodeliar Deceased and whether
he did not under that Title or what other good and sufficien
Title expose to Public Sale the Premises herein before
forth and as are particularly mentioned in the annexed Cop
of Bill of Sale of the same to your Orator and whether you
Orator did or did not become the Purchaser of the same at
such Public Sale and did or did not pay to him for the
the Sum herein before set forth or any other and what sum
of Money and whether in consequence thereof he the said
Palavoy Sabanbady Moodelly did not Execute to Your
the said Bill of Sale and Agreement for the Premises

and whether or no the annexed Writings are or are not respectively true Copies or how otherwise of such Bill of Sale and Agreement for possession and that Your Orator may be decreed to be put into the possession of such Premises by the means of the Sheriff of Madras and be further adjudged together all Costs of this Suit—

May it Please this Honble Court to cause the said Palavoy Sabanbady Moodelly to be Summoned and required by the Sheriff of Fort Saint George Town of Madras-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 thereon as to this Honble Court shall seem meet—

This 22nd Day of February 1792

John Wilkenson
Atty for Complt.

This Bill was shewn to me in the days of adjournment let a Summons issue returnable next Court Day—

Andrew Ross
Mayor

L.S.

This Indenture made this Twenty Sixth Day of December in the English Year One Thousand Seven hundred & Ninety one Between Calavay Sabanbady Moodelly Administrator to the Estate and Effects of Calavay Tingarayah Moodelly Deceased as also administrator to the Estate and Effects of Covoor Mootiah Moodeliar Deceased which Covoor Mootiah Moodeliar was the Debtor to the Estate of the said Calavay Tingarayah Moodelly of the one Part and Covoor Pareyayah Moodeliar of Madras Inhabitant of the other Part Whereas the said Calavay Sabanbady Moodelly did on right and virtue aforesaid on this day expose to Public sale by Outcry a Piece of Ground together with a House thereon built and Erected thereon belonging to the Estate of the said Covoor Mootiah Moodeliar and for satisfy the Debt of the said Covoor Mootiah Moodeliar due to the Estate of Calavay Tingarayah Moodelly aforesaid such Ground and Premises being at Pedda Naicks Pettah in Verda Mootyapahs Street and Situated between the Houses of Mootaliar and Rungapah containing in length from North to South Sixty three feet and in breadth from East to west fifty five feet together with another Piece of Ground adjoining measuring in length from North to South Sixty five feet and in breadth from East to West Ten feet without abouts. And Whereas at such Public Sale by Outcry the said Covoor Pareyayah Moodeliar did bid for such Ground and Premises a Sum of Nine Hundred and Twenty five Star Pagodas and by reason of such Bidding was by the Public Auctioneer so selling the said Premises then and there declared to be the best Bidder for the Purchase of the same and the said Premises were by him the said Auctioneer accordingly knocked down in token of the same Premises being thereby sold to the said Covoor Pareyayah Moodeliar. Now I the said Calavay Sabanbady Moodelly Administrator as aforesaid Doby these Presents bargain and Sell unto the said Covoor Pareyayah Moodeliar all and Singular the above described Grounds and Premises at Pedda Naicks Pettah and do acknowledge to have received from the said Covoor Pareyayah Moodeliar the Consideration Money for the Purchase of the said House & Ground and Premises being the aforesaid Sum of Nine Hundred and Twenty five Star Pagodas / To have and to Hold the said Grounds House and Premises and every part and Parcell of the same Respectively unto the said Covoor Pareyayah Moodeliar his Heirs and Assigns for Ever. In Witness whereof I have hereunto Set my hand and Seal in Madras aforesaid the Day month and Year herein first before written

Signed Sealed and Delivered in Madras where no Stamped Paper is not in use in the Presence of

/Signed/ Colandai Veerasawmy

L.S.

Registered

Registered upon the Records of the Honble the Mayor's Court at Madras-patnam this 31st Jany 1792.—

(Signed) G. Taylor
Regr.

A true Copy
John Wilkenson
Attyfor Complt.

Translation of an Agreement Dated 28th December 1791.—

I Palava Sabapaty Moodeliar do give this Agreement to Covore Pari Iyah Moodeliar that is to say.—

You have this day purchased by Public Outcray from me a Piece of Ground with House and other appertenances Situated at Pedda Naigs Pettah in Tale-singa Pillays Street for the Sum of 925 Star Pagodas and for which I have Executed to You my Bill with a Receipt for the Money— Whereas some people are at Present residing on the Premises so by you purchased from me I do hereby engage to put You in Quiet and Peaceable possession of the same within Ten days from this date In default of which you are at liberty and authorized to sue

Court Thus I have Voluntarily given You this Agreement

(Signed) Palava Sabapaty—

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

(Signed) Ranganaudom
Interpreater

A true Copy
John Wilkenson
Attyfor Complt.

Mayor's Court at Madraspatnam — Tuesday the 28th Day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Henry Chichley Michell

Aldermen

Between Covoore Pareyayah Moodeliar of Madras Inhabitant Complainant and Palavoy Sabaubady Moodaly Administrator to the Estate and Effects of Palavoy Seagaroyah Moodaly Deceased as also Administrator to the Estate and

and Effects of Covoor Mootiah Mor-
-deliar. Deceased.

This Defendant being in Court and Acknow-
-ledging the Justness of the Complainants Demands This
Court doth therefore think fit to Order and Decree and doth
accordingly Order and Decree that the Defendant do put the
Complainant in possession of a Piece of Ground together with
a House and other appurtenances built and Erected thereon
belonging to the Estate of the said Covoor Mootiah Mordelliar
such Ground and Premises being at Pedda Naicks Pettah
in Verda Mootyapahs Street and Situated between the Houses
of Mootalloo and Rangapah Containing in Length from
North to South Sixty Three feet and in Breadth from East to
West Fifty five feet together with another Piece of Ground ad-
-joining Measuring in Length from North to South Twenty
five feet and in Breadth from East to West Three feet or there-
-abouts and it is further Ordered and Decree that the De-
-fendant do pay the Costs of this Suit

Hue

Filed the 28th Feby 1792

In the Honble the Mayors Court at Madraspatnam

In the Cause wherein Ratnala
Cundool Naik By his Attorney Ham-
-pherston in the Complainant
and
Mada Gosenda Chitty and Vencatta
Royloo Chitty are the Defendants

Alexander Williamson and Thomas Newman Sherriffs
officers severally make oath and say that they recoved Two several
Warrants of Attachment the one agomst the Bodies of Veerasawmy
Stiled in the warrant Arrack Seller and Vencatachillum directing
the Sherriff of Fort Saint George to have such person before this
Honble Court on the Twenty first day of February instant for
the Contempt to the said Court in not appearing before the Ex-
-aminer to give nitheir Depositions as their Deponents have
been informed and believe in the above Cause the other warrant
reced by their Deponents returnable on the like day with the
former against the Bodies of Rungacharry Braminy, Rone-
-doss Pion and Cairy Kistna to answer for a Contempt as their
Deponents have likewise heard and beieve in the same Cause
in not serving this Deponent. And this Deponents say thy
are avoised and believe that on the said Twenty first day of
February instant the Attorneys for the Complainant in
the above Cause pray a further wick to return the said warrant
the same And there Deponents say that they have been very
often attended to wit on witnes day Thursday and friday
last past by the said Complainants Pions and People
to

to point out such Persons described in the said Warrant One of whom to wit Carry Kistna has been taken agreable to the Warrant including his name And there Deponents say they have used all due deligance to Execute the said Warrants but have not been able to do so —

Sworn in Court this 28th Febry 1792 —

G. Taylor Regr.

Al. Williamson
his
Thomas + Newman
mark

P. Walker
Wilkinson
Attys for Complt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th Day of February Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

James Call and Henry Chichey Michell Aldermen

Rattanal Condaloo Naik by his Attorney James Umpherston
vers
Madah Govindoo Chitty and Madah Vencataroyloo Chitty —

The Attorney for the Defendant prays that Publication may pass in this Cause to which the Opposite Attornies object and acquaint the Court that they have taken out Attachments against three of their Witnesses who refuse to Sign their Depositions they therefore pray a further time of two Weeks —

Affidavits of Alexander Williamson and William Newman which is Sworn to in Court in Support thereof — Affidavits Read and filed — The Court having taken the same into Consideration it is Ordered that Publication do pass — Publication is passed in this Cause —

Filed 26th Decr 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator Thomas Thomas of Madras Merchant that William Irwen of the same place Taylor stands justly and truly indebted to Your Orator in the full and Just Sum of Sixty seven Star Pagodas Fourteen Tanames and Forty Cash Current Money of Madras making in Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty six Pounds Eighteen shillings or thereabouts as well more fully and at large appear by the Copies of an Account Current and Note of Hand hereunto annexed for the inspection of this Honble Court which Your Orator prays may be admitted as part of this his Bill of Complaint, the Originals being in Your Orators Possession and ready to be produced when Required. 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 Sixty seven Star Pagodas Fourteen Tanaans and Forty Cash —

The Word "Taylor" inserted by order of Court of the 17th Jany 1792
G. Taylor Regr.

But now so it is may it please this Honble Court the said William Irwen obstinately and willfully refuses to

to pay the same or to give Your Orator any manner of satisfaction touching the premises Your Orator therefore prays general relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Wm Irwen may upon his corporal oath, fully true direct and perfect answer make to all and singular the Matters and things herein before setforth 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 Sixty Seven Star Pagodas Fourteen Fanams and Forty Cash 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 William Irwen 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 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 Decr 26th 1791.

This Bill was Shewn to me in the days of Adjournment Let a summon issue Returnable next Court day

Andrew Ross

Mayor

G. Chalmer

Atty for Complt.

Dr William Irwin in Account Current with Thomas Thomas Cr.

1791. June	4th	To the amount of your Promissory Note bearing date this day	63.	15.	60.	1791. Decr	12th	By Balance due this day	67.	14.	40.
Decr	12	To Interest on do to this is 6 month 8 days @ 12 p Cent p Annum	3.	43.	60.						
		Pagodas	67.	14.	40.			Pagodas	67.	14.	40

Fort St George 12th Decr 1791.

Errors Excepted

p (Signed) Thos Thomas

true Copy

G. Chalmer

Atty for Complt.

On demand I promise to pay Mr Thomas Thomas or order the sum of Sixty three Star Pagodas Forteen fanams and Sixty Cash with Interest for value received

(Signed) Wm Irwen

Fort St George
4th June 1791.

true Copy

G. Chalmer

Atty for Complt.

Filed 28. January 1792

In the Honble the Mayors Court at Madraspatnam

Between Thomas Thomas of Madras Inhabitant Complainant and William Jowen of the same place Inhabitant Defendt

The Affidavit of the above named Complainant

This Deponent maketh oath and saith that the above named Defendant stands justly and truly indebted to him in the full and just sum of Sixty seven Star Pagodas Fourteen Fanams and Forty Cash Current money of Madras for the recovery of which this Deponent has filed a Bill of Complaint in this Honble Court on the Twenty day of December last

Sworn to in Fort St. George
this 28th day of Jany 1792

Before me
Andrew Ross
Mayor

Tho: Thomas

Mayors Court at
Madraspatnam

Tuesday the 28th Day of February
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and Henry Chichely Michell
Aldermen

Between Thomas Thomas of Madras Merchant Complainant and William Jowen of the same place Taylor 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 Sixty Seven Star Pagodas fourteen fanams and forty Cash / Star Pagodas 67. 14-40 / 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.

and Estate the said Yanamundrum Venatarammia had made during the time that he was in the said paymasters Employ, and that Your Orator assisted him therein, nevertheless the said Yanamundrum Venatarammia did pretend at other times totally to render value Your Orators said Services, and to deny that he had ever made any such promises of Recompence and reward for the same unto Your Orator, and did at length become very violent and abusive in his behavior, and instead of Completing his said promises, devised every Means in his power to deprive your Orator and to divest him of what he had at that time given him in part performance of the said several promises ——

and Your Orator Sheweth that the said Yanamundrum Venatarammia did some time in the month of June in the Year of our Lord One Thousand seven hundred and Eighty Eight at midnight by violance and Duress and against Your Orators Will and Consent force and Compell Your Orator to give him the said Yanamundrum Venatarammiah a paper Writing or Bond of the payment of the Sum of One Thousand seven hundred and eleven Pagodas, under pretence of the same being due unto him by your Orator of the value of the said House, that had been actually given unto Your Orator by him, and on only part performance to give him a House of the Value of Four Thousand Pagodas and also did other times very considerable injuries unto Your Orator —— and Your Orator sheweth that as the said Bond was not only not legally executed not duly executed by Your Orator (As Your Orator did not labor under any apprehansion that the said Yanamundrum Venatarammia would attempt making any use thereof, but that he would have destroyed the same as a means of Suppressing the Evidence that the said paper bore in itself of the violance by which it was procured, as well as of other injuries at the same time done to your Orator by the said Yanamundrum Venatarammiah And your Orator Sheweth that the said Yanamundrum Venatarammia did not ever demand payment of the said pretended Bond from Your Orator directly or indirectly —

But Your Orator Sheweth that the said Yanamundrum Venatarammia from a Spirit of Covetousness and Every and maliciously devising how he might totally ruin Your Orator, and to appropriate to himself not only the aforesaid House, but also the several Goods and Chattels of Your Orator, did take the advantage of your Orators absence from Madras with the army in and before the month of May last past and for the effecting of which dishonest designs he the said Yanamundrum Venatarammia did fraudulently confederate and combine to himself therein one Jokim Michel Pereira a Native Christian or a person pretending so to be, and which said person under the pretence aforesaid, did at the instigation and advice of the said Yanamundrum Venatarammiah under take to commence a prosecution against Your Orator in the name of the said Yanamundrum Venatarammia under the Cover of an assignment of the aforesaid pretended Bond or some other Bond falsely alledged to be given by Your Orator to the said Yanamundrum Venatarammia

and Estate the said Yanamundrum Venataramia had made during the time that he was in the said paymasters Employ, and that Your Orator assisted him therein, nevertheless the said Yanamundrum Venataramia did pretend at other times totally to renounce value Your Orators said Services, and to deny that he had ever made any such promises of Recompence and reward for the same unto Your Orator, and did at length become very violent and abusive in his behavior, and instead of Compleating his said promises, devised every Means in his power to deprive Your Orator and to divest him of what he had at that time given him in part performance of the said several promises ——

And Your Orator Sheweth that the said Yanamundrum Venataramia did some time in the month of June in the Year of Our Lord One Thousand Seven hundred and Eighty Eight at midnight by violance and Deceit and against Your Orators Will and Consent force and Compell Your Orator to give him the said Yanamundrum Venataramiah a paper Writing or Bond of the payment of the Sum of One Thousand seven hundred and eleven Pagodas, under pretence of the same being due unto him by your Orator of the value of the said House, that had been actually given unto Your Orator by him, and in only part performance to give him a House of the Value of Five Thousand Pagodas and also did other times very considerable injuries unto Your Orator —— and Your Orator sheweth that as the said Bond was not only not legally executed not duly assented by Your Orator (As Your Orator did not labor under any apprehension that the said Yanamundrum Venataramia would attempt making any use thereof, but that he would have destroyed the same as a means of Supprossing the Evidence that the said paper bore in itself, of the violance by which it was procured, as well as of other injuries at the same time done to Your Orator by the said Yanamundrum Venataramiah. And your Orator Sheweth that the said Yanamundrum Venataramia did not ever demand payment of the said pretended Bond from Your Orator directly or indirectly —

But Your Orator Sheweth that the said Yanamundrum Venataramia from a Spirit of Covetousness and Envy and maliciously devising how he might totally ruin Your Orator, and to appropriate to himself not only the aforesaid House, but also the several Goods and Chattels [illegible] of your Orator, to take the advantage of your Orators absence from Madras with the Army in and before the month of May last past and for the effecting of which dishonest designs he the said Yanamundrum Venataramia did fraudulently confederate and combine to himself therein one Jokim Michel Pereira a Native Christian or a person pretending so to be, and which said person under the pretence aforesaid, did at the instigation and advice of the said Yanamundrum Venataramiah undertake to commence a prosecution against Your Orator in the name of the said Yanamundrum Venataramia under the Cover of an assignment of the aforesaid pretended Bond or some other Bond falsely alledged to be given by Your Orator to the said Yanamundrum ——

Venataramia

Venataramia for the aforesaid Sum of Two Thousand seven
-hundred and eleven Pagodas — and Your Orator Sheweth that the
said Yanamundrum Venataramia and the said Jokim
-chal Pereira did some time on or about the Eleventh day
May in this present Year of Our Lord One thousand Seven
hundred and ninety one Cause a Bill of Complaint to be
filed in this Honble Court in the name of the said Yanamundr
Venataramia by his attorney the said Jokim Michel Pereir
for the Recovery of the sum of Two Thousand two hundred and
fifty eight Star Pagodas as for Principal and Interest
on a Bond or Written instrument by Your Orator falsely
charged to have been duly executed on the Sixth day of March
Thousand seven hundred and eighty eight Copy of a Transla
whereof as also of the aforesaid pretended Assignment
pretended to be annexed unto the said Bill — and your Ora
-tor sheweth that he doth not know nor hath he to his b
-lief ever seen the said Jokim Michel Pereira — Nor did
the said Jokim Michel Pereira ever make any demand
of payment of the aforesaid or of any Bond under pretence
of an Assignment from the said Yanamundrum Venata
-ramia — and Your Orator Sheweth that the said Yana
-mundrum Venataramiah and Jokim Michel Pereir
did cause a Summons to issue upon the said Bill, the
said Yanamundrum Venataramia well knowing that
Your Orator was absent from the Jurisdiction of this
Honble Court as aforesaid

therein by the Sheriff to whom the said Summons was directed or
by any of his Officers — Your Orator therefore Sheweth that the
said Summons was of course returned not to be found — and Your
Orator Sheweth that the said Yanamundrum Venataramia
and the said Jokim Michel Pereira having carried their said
unjust design to this length, the next Step to be taken was to
obtain a Warrant to Sequest Your Orators Goods and Chattels
with in the Jurisdiction of this Honble Court, in order to
which Your Orator sheweth that the said Jokim Michel Pereira
did on the Twenty fifth day of the said Month of May corrupt
-ly make Oath at the instigation of the said Yanamundrum
Venataramia that Your Orator was Justly indebted into him
in the Sum of Two Thousand two hundred and fifty eight
Star Pagodas for Principal and Interest due on the aforesaid
pretended Bond, assigned over unto him without say-
-ing by whom, and that Your Orator had been within the Juris-
-diction of this Honble Court since the Cause of Action ac-
-crued. In consiquence whereof the said Yanamundrum Venata
-ramia and the said Jokim Michel Pereira did issue out a Se-
-questration and did direct the Sheriff or his Officers to Seize
Your Orator's House Situated in Madras and the several
Effects and furniture therein contained and it was the de-
-sign of the said Yanamundrum Venataramia and the
the said Jokim Michel Pereira to have caused the same
to be sold by the Sheriff or his Officers at the expiration of the
time directed by the Charter in such Cases, and to have ap-
-propriated the same to the use of the said Yanamundrum
Venataramiah

Vencataramiah or of the said Yanamundrum Vencataramia and the said Jokim Michel Pereira Jointly. That Your Orator being informed of the said Matters and things by his said attorney at Madras, he did direct him to obtain Bail for him, and to put in an Answer to the said Bill on his behelf, which Your Orator hath since made Oath to and is on Record in this Honble Court, And whereto Your Orator prays to refer, and that the same may be part of this his Cross Bill — And Your Orator Sheweth that in Consequence of the said Answer and of the Sundry demands he has made upon the said Yanamundrum Vencataramia by his attorney to deliver up the said Bill to be Cancelled, Your Orator nor his said Attorney not being able to discover where the said Jokim Michel Pereira lives or lays concealed, Your Orator was in hopes that they or either of the said Confederates would have delivered up such Bond if any thing had for that purpose —

But now so it is May it please this Honble Court the said Yanamundrum Vencataramia and the said Jokim Michel Pereira combining and Confederating themselves to and with divers other persons unknown to Your Orator whose Names when discovered Your Orator prays may be inserted herein with apt words to charge them as parties and contriving to Wrong and injure Your Orator do absolutely refuse to deliver up unto Your Orator the said pretended Bond, but the said Yanamundrum Vencataramia pretends that he hath not any thing to do in the premises, having assigned over the said Bond to the said Jokim Michel Pereira, and that he the said Jokim Michel Pereira hath a right to demand and recover payment thereof accordingly from Your Orator, And whereas Your Orator doth expressly charge that the said Bond was obtained from Your Orator by threats and Cruel Confinement and imposition —

All which actings doings and pretences of the said Yanamundrum Vencataramia and the said Jokim Michel Pereira and their Confederates are contrary to equity and good Conscience and tend to the Manifest Wong and Oppression of Your Orator To the End therefore that the said Yanamundrum Vencataramia and the said Jokim Michel Pereira and their Confederates when discovered may full true and perfect answer make to all and every the Matters and herein contained as fully truly and effectually as if the same were here again repeated and particulerly interrogated and more specially whether that the said Yanamundrum Vencataramia may Sett forth and discover whether he was or was not indebted in any and what considerable or other Sum or Sums of Money to an and before the Sixth day of the Month of June One thousand Seven hundred and Eighty Eight — And that the said Yanamundrum Vencataramia may further discover whether the Bond in question Copy of Translation whereof is annexed unto his aforesaid Bill of Complaint was executed by Your Orator on the said Sixth day of June One Thousand Seven hundred and Eighty Eight or on any other

other day and when and where particularly and that he may
discover in whose presence, and whether he the said Yanamun-
-drum Vencataramia was or was not present at the pre-
-tended execution of the said Bond, and whether the person
mentioned as Witnesses thereto, did or did not severally
Sign their Names as Witnesses thereto and if not why not
— and that he may Settforth particularly whether the Wit-
-nesses name Anjuary Deetchatoloo thereto Subscribed
was by him the said Witness subscribed at the time of the
pretended execution of the said Bond or at any other time
before or after — And that he may discover whether he did
or not ever pretend that Your Orator owed him any
Sum or Sums of Money on Account of the said Bond
or on any and what Account — And whether Your
Orator is or is not now directly or indirectly indebted
unto him the said Yanamundrum Vencataramia in
any Sum or Sums of Money and on what Account par-
-ticularly — And that he may discover whether he did
or did not assign over the said Bond unto the said Jo-
-kim Michel Pereira and for what Cause Value and
and Consideration — And whether he did or not at such
the time of the said pretended Assignment deliver up
the said Bond unto the said Jokim Michel Pereira,
and whether the said Yanamundrum Vencataramia

did or did not Sign the said Assignment and whether he did
or not deliver the same unto the said Jokim Michel Pereira
at the time of executing the same — And Your Orator fur-
-ther more prays that the said Jokim Michel Pereira
may discover whether he did or did not accept and receive of an
assignment of the said Bond from the said Yanamundrum
Vencataramia and whether the Copy thereof annexed unto the
said Bill of Complaint is or is not a true Copy — and whether he
was present when the said Yanamundrum Vencataramiah did
execute and Sign the same — and whether the said Yanamun-
-drum Vencataramia did so Sign and execute the same in the
presence of the Subscribing Witnesses thereto or of either and
which of them, and that the said Jokim Michel Pereira may
Settforth and discover whether the said Yanamundram Ven-
-cataramiah or any other person or persons for him, did or
not deliver unto him the said Jokim Michel Pereira the
said Bond and Assignment or either of them at the time of
executing the same in manner he is before interrogated,
and that he may also discover whether he did or doth know
your Orator or did make inquiry of Your Orator before or after
the said Assignment — And whether he did ever before or
after the said after the said Assignment make any demand
of payment of the said Bond and if not why not — And that
the said Jokim Michel Pereira may settforth whether Your
Orator hath or hath not put in an Account unto the aforesaid
Bill of Complainant. And whether the same is or is not to his
knowledge —

other day and when and where particularly and that he may also discover in whose presence, and whether he the said Yanamundrum Venkataramia was or was not present at the pretended execution of the said Bond, and whether the persons mentioned as Witnesses thereto, did or did not severally Sign their Names as Witnesses thereto and if not why not — and that he may Set forth particularly whether the Witnesses named Anjuary Deetchatoolo thereto Subscribed was by him the said Witness subscribed at the time of the pretended execution of the said Bond or at any other time before or after — and that he may discover whether he did or not ever pretend that Your Orator owed him any Sum or Sums of Money on Account of the said Bond or on any and what Account — and whether Your Orator is or is not now directly or indirectly indebted unto him the said Yanamundrum Venkataramia in any Sum or Sums of Money and on what Account particularly — and that he may discover whether he did or did not assign over the said Bond unto the said Jokim Michel Pereira and for what Cause Value and and Consideration — And whether he did or not at such the time of the said pretended Assignment deliver up the said Bond unto the said Jokim Michel Pereira, and whether the said Yanamundrum Venkataramia did or did not Sign the said Assignment and whether he did or not deliver the same unto the said Jokim Michel Pereira at the time of executing the same — and Your Orator further more prays that the said Jokim Michel Pereira may discover whether he did or did not accept and receive of an Assignment of the said Bond from the said Yanamundrum Venkataramia and whether the Copy thereof annexed unto the said Bill of Complaint is or is not a true Copy — and whether he was present when the said Yanamundrum Venkataramiah did execute and Sign the same — and whether the said Yanamundrum Venkataramia did so Sign and execute the same in the presence of the Subscribing Witnesses thereto or of either and which of them, and that the said Jokim Michel Pereira may Set forth and discover whether the said Yanamundrum Venkataramiah or any other person or persons for him, did or not deliver unto him the said Jokim Michel Pereira the said Bond and Assignment or either of them at the time of executing the same in manner here before interrogated, and that he may also discover whether he did or doth know your Orator ordered make inquiry of your Orator before or after the said Assignment — and whether he did ever before or after the said after the said Assignment make any demand of payment of the said Bond and if not why not — and that the said Jokim Michel Pereira may set forth whether Your Orator hath or hath not put in an Account unto the aforesaid Bill of Complaint. And whether the same is or is not to his Knowledge —

knowledge and belief true and if he should alledge the Contrary that he may Settforth in what part or parts the same is otherwise — And Your Orator lastly prays that the said Yanamundrum Vencataramia and Jokim Michel Pereira or either of them having power of possession thereof may deliver up the said Bond to be Cancelled and that the same and the assignment thereof may be Decreed null and Void and further that the said Yanamundrum Vencataramia and Jokim Michel Pereira may pay all Costs of this Suit.

May it please this Honble Court to cause the said Yanamundrum Vencataramia and Jokim Michel Pereira 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 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.

Wy Dis Pay

Atty for the
Cross Complainant

Filed the 24th Jany 1792

The Demurrer of Yanamundrum Vencataramia of Madras Inhabitant one of the Defendants to the Cross Bill of Complaint of Raujestree Maumagaury Soobadoo late of Madras Inhabitant but now of Bangalor Complainant —

The said Defendant by protestation not confessing or acknowledging all or any of the matters or things in the Complainants said Bill of Complaint to be true in such sort Manner and form as the same are therein and thereby Setforth and alledged this Defendant doth demur thereto and for cause of demurrer sheweth That this Defendant is an Indian Native of Madraspatnam and that the said Complainant is also an Indian Native and that this Defendant has not consented to the said Complainants exhibiting his said Bill of Complaint against this Defendant in this Honble Court but this Defend^t doth hereby Object to the said Complainants drawing this Defendant in suit into this Honble Court touching the matters complained of in the Complainants said Bill of Complaint and also for many other imperfection in the Complainants said Bill of Complaint contained the Defendant doth demur in Law thereunto and humbly Craves Judgment if this Honble Court will have further Cognizance of this Suit and humbly prays to be hence dismissed —

With

with his Costs in this behalf wrongfully Sustained —

John White Atty for
the Defendant.

Filed the 24
Jany 1792

The Demurrer of Sokim Michel Pereira of Madras Inhabitant one of the Defendants to the Cross Bill of Complaint of Rayestree Maumagaury Soobadoo Bramany late of Madras Inhabitant but now of Bangalore Cross Complainant —

The Scope intent and meaning of the Complainants said Cross Bill of Complaint is to Compel this Defendant and one Yanamundrum Venatarammia Defendant in the said Cross Bill of Complaint also named to deliver up to the said Complainant to be cancelled a certain Bond in the Complainants said Cross Bill of Complainant mentioned to have been executed by the said now Complainant to the said Defendant Yanamundrum Venatarammia for the Sum of One thousand Seven hundred and Eleven Star Pagodas and by the said Yanamundrum Vencatarammia assigned over to this Defendant and also to set aside the said assignment of the said Bond for the Recovery of the Amount whereof this Defendant did on the Seventh day of May in the Year of our Lord One Thousand Seven hundred and Ninety One as the assignee of the said Yanamundrum Venatarammia exhibit his original Bill of Complaint in the said Cross Bill of Complaint mentioned against the said now Cross Complainant Rayestree Maumagaury Soobadoo Bramany This Defendant by protestation not Confessing or acknowledging any of the Matters or things Relating thereto in the said Cross Bill of Complaint comprised to be true in such Sort manner and form as therein the same are alledged or setforth this Defendant doth Demurre thereto and for cause of Demurrer sheweth that the Cross Bill of Complaint is upon the face thereof irregular because that the said Cross Complainant doth thereby state that he the said Cross Complainant was not at the time of Exhibiting his said Cross Bill of Complaint a person residing within the Jurisdiction of this Honorable Court but that he was residing out of the Jurisdiction thereof and because it is Contrary to the established Practice of this Honble Court for any person residing out of the Jurisdiction thereof to file a Bill of Complaint therein other than by his Constituted Attorney to the End that such Constituted Attorney may be liable to pay any Costs which might be awarded against such Complainant in such suit and for further Cause of

Demurrer

Demurrer to the said Complainants said Cross Bill of Complaint this Defendant Jokim Michel Pereira saith that there is not and was not at the time of the Complainants exhibiting his said Cross Bill of Complaint in this Honble Court any suit or cause depending therein Wherein this Defendant and the said Yanamundrum Veneataramia were Complainants and the said Now Cross Complainant was Defendant and because that a Cross Bill of Complainant can only be brought against the Complainants or Defendants in the original cause Wherefore and for diverse other errors and imperfections in the said bill appearing this Defendant doth demur in law thereunto and humbly demands this judgment of this Honble Court whether she shall be compelled to put in any further or other answer to the said Bill and humbly prays to be hence dismissed with her Resonable Costs in this behalf most wrongfully sustained—

John White Attorney for the Defendant.

Filed the 14th Feby 1792

Joinder of Rangastree Maumagurry Sorbadoo Braminy to the Demurrer of Yanamundram Veneataramiah. to the Cross Bill.

Bill of the said Rangastree Maumagurry Sorbadoo Braminy vers the said Yanamundram Veneataramiah and Jokim Michel Pereira—

The said Cross Complainant for Joinder unto the said Demurrer saith that notwithstanding any thing by the said Cross Defendant alledged as Cross of Demurrer, this Cross Complainants Bill ought not to be quashed for the frivolous and evasive pretences made use of by the said Cross Defendant in his said Demurrer in Order to set aside his said Cross Bill, and this Cross Complainant saith that all and every the Matters and things therein contained are good and Sufficient in the Law and that the said Cross Defendant ought to have put in an Answer thereto—

And by way of further Joinder this Cross Complainant saith that for as much as it is evident on the face of the Original Bill, that the same could not have been brought but upon the ground of the said Cross Complainants own act and said, and upon unjust grounds and without the Consent of this Cross Complainant who is also an Indian Native, that it was not requisite for this Cross Complainant to obtain the Consent of joining him in a Cross Bill with his Assignee Jokim Michel Pereira, and because by using means to made the Charter himself, he has in effect relinquished what prevelidge he might thereby otherwise be entitled to of not being said by an Indian Native— and also because a Cross Bill is regarded in Equity as a made of Defence the Original Defendant is entitled to put in in addition to his answer

answer and a contraction or deminishing of any made of Defence would in effect be subtracting from him those rights that he is intitled to not only as a Defendant but equaly to as a Complainant in the same Cause —

To which Causes and Reasons shewing the Errors and insufficiencies of the said Demurrer, this Cross Complainant prays that the same may be over ruled with Costs and the Cross Defendant may be ordered to put in his Answer —

Hy Du Puy

Attly for the Orig.l Defend. and Cross Complainant

Filed the 14th Feby 1792

Joinder of Raugastree Maumagarry Soobadoo Braminy to the Demurrer of Jokim Michel Pereira to the Cross Bill of the said Raugastree Maumagarry Soobadoo Raminy vers Yanamundram Vencatarmiah and the said Jokim Michel Pereira

The said Cross Complainant for Joinder unto the said Demurrer saith that notwithstanding any thing by the said Cross Defendant alledged as Cause of Demurrer this Cross Complainant's Bill ought not to be quashed for the frivolous and evasive pretences made use of by the said Defendant in his said Demurrer in order to set aside his said Cross Bill and this Cross Complainant saith that all and secuery the matters and things therein contained are good and sufficient in the Law and that the said Cross Defendant ought to have put in an Answer thereto, and by way of further Joinder this Cross Complainant saith that he has been and now regularly befor this Hon'ble Court by having appeared and filed Bail to the Cross Complainants Original Bill of Complaint, and that the Reasons urged by the Cross Defendant against the said Cross Bill are very insufficient and if admissibl would equally hold good against the Answer that this Cross Complainant put in to the said Original Bill, because a Cross Bill in Equity is heed to be in Nature of a Defence and accomed in Order that a Defendant might thereby state his own Case more to his Adventage than he could by his Answer. And for further Joinder this Cross Complainant saith that it is evident upon the face of the said Original Bill — that the said Yanamaudram Vencataramia was a Joint Complainant with the said Jokim Michel Pereira otherwiss the said Jokim Michel Pereira could not have commenced the said action, which being totally procured an the Act of the said Yanamaudram Vencataramia, he is rightly and necessarily made a party to the said Cross Bill — For which Causes and Reasons shewing the Errors and insufficiencies of the said Demurrar this Cross Complainant prays that the same may be Over Ruled with Costs and that the Cross Defendant may be Ordered to put in his Answer

Hy Du Puy

Attly for Orig.l Deft. & Cross Complt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of February Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

James Call and Henry Chichley Michell

Aldermen

Yanahmunrum Vencataramiah by his Attorney Jokim Michell Pereira

Pltf

Rawjastree Maumagary Soobadoo

Dft. & Contra

Cross Bill Read—

Demurrer of Yanamundrum Vencataramiah Read.—

Demurrer of Jokim Michell Pereira Read—

Joinders thereto Read.—

The Demurrers of Yanamundrum Vencataramiah and Jokim Michell Pereira and the Joinders thereto Coming on to be Argued and Determined this day in the presence of the Attornies on both sides,— and this Court having had due Consideration thereon are of Opinion that the Pleas made Use of by the Cross Defendants in their Demurrer are Insufficient, This Court doth therefore think fit to Order and doth accordingly Order that the Demurrers be thrown out with Costs, and that the Cross Defendants be put upon there Answer—

Filed the 21st Feby 1792

To the Honble the Mayors Court at Madraspatnam

Between The United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. their President and General of Fort St. George and its depindencies and John Holland James Henry Casamayor and Robert Maunsell Esquirs Members of their Council at Fort St. George aforesaid Complainants—

and

Charles Floyer a Senior Merchant in the Service of the said Complainants—

Defendant

The humble Petition of George Moubray of Fort Saint George Esquire Senior Merchant in the Service of the said United Company and Veera Permal Pillay of Madras Merchant—

Most humbly Sheweth

That the above named Complainants did file a Bill of Complaint in this Honble Court some time in or about the Month of February in the Year One Thousand seven hundred and Eighty Nine against the above named Defendant and did therein charge several special Matters and Transactions whereby they alleged they had been injured and received Damage to the Amount of One hundred and two Thousand and twenty Eight Star Pagodas twenty fanams and Sixty Seven Cash— and at the same time or shortly after they did file an Affidavit of Charles Nicholas White

of

of Fort St. George aforesaid Esquire their Civil Secretary wherein he maketh Oath and saith "That the abovenamed Defendant Charles Floyer stands indebted unto the said Complainants in the sum of Ninety One Thousand two "hundred and twenty Eight Star Pagodas twenty seven fanams and fifty Cash "and Interest thereon making together the sum of One Lack or One hundred "and two Thousand and twenty Eight Star Pagodas twenty fanams and "Sixty seven Cash as appears to be due by the said Complainants Records "and Minutes at Fort St. George aforesaid and by a Bill of Complaint "filed on Behalf of the said Complainants against the said Defendant" as by the said affidavit remaining of Record in this Honble Court may fully appear —

Your Petitioner shew further that upon this affidavit the Complainants prayed Bail to the full Amount of the sum sued for, which the Court were pleased to Order, and altho the Defendant was fully advised that the said Affidavit and the other Proceedings which had been filed by the Complainants were not sufficient for that purpose and his Attornies at Law were ready to shew the Insufficiency thereof and prayed the Court to be heard thereupon yet the Court were pleased not to allow thereof but informed them that the Defendant must first Comply with their Order for Bail and then they would allow his Attornies to appear and shew any cause they might have against the sufficiency of the affidavit and the other Proceedings or otherwise as they might think proper —

That in consequence of this Requisition the Defendant was obliged to give Bail and having represented unto your Petitioners the above Facts and the manifest Insufficiency of the Proceedings and particularly of the affidavit to hold to Bail and that he should certainly be discharged therefrom as soon as his Attornies could be heard and that therefore they run no Risk whatever either in their Persons or Estates by becoming Bail and Your Petitioner having also taken the best advice they could procure and having seen several Precedents in this Honble Court as well as many Cases reported from adjudged Cases in England all of which seemed to them in the clearest Manner to agree with and corroborate the Assurances of the Defendant — They were prevailed unto consent to become his Bail and did accordingly some time on or about the Twelfth day of March in the Year aforesaid execute a Bail Piece to that Effect as by the same remaining of Record also in this Honble Court may particularly appear —

Your Petitioner shew further that soon after filleing the said Bail Piece the Defendant did by his Attornies at Law move the said Bail Piece the Defendant did by his Attornies at Law move the Honble Court that he might be relieved therefrom and altho they were pleased to over rule such Motion yet Your Petitioners shew that they were buoyed up with hopes that they should notwithstanding certainly be relieved when the Defendant should have procured the Opinion of Counsel at Bengal for which purpose a state of the Defendants Case had been transmitted thither any Your Petitioner shew that before such Opinions could be received the Defendant did depart from Madras and proceed to Europe — and your Petitioner shew that some time afterwards the said Opinions were received and it was then thought advisable in addition thereto to procure the Opinion of some Eminent Counsel in England and to that End a State-ment of the Case with Copies of the Bill of Complaint and Affidavit was transmitted thither — and Your Petitioners shew that they did some time afterwards receive Opinions of several Men learned in the Law corroborating those which have been received as aforesaid from Bengal and expressly declaring that the said Affidavit was altogether Insufficient to hold to Bail and that therefore all the Proceedings thereon not having any sufficient legal support ought by Law to be annulled —

Your Petitioner shew further that in consequence of

of this Advice the Defendant did by his Attornies at Law petition this Honble Court that they would be pleased to relieve him from the Bail he had given — To which Petition the Complainants filed an answer in which they urged that the Defendant being then in England out of the Jurisdiction of this Honble Court it was inconsistent for him to make such an Application — and that the Petition was also irregular and only intended to delay the Hearing of the Cause — The Cause during the time necessarily taken up in procuring Opinions from England having been so far advanced that it was of that time on the list of Causes ready for hearing and then expected shortly to be heard: so that from this accidental Circumstance the Complainants was well warranted in throwing out this colourable Objection and Your Petitioners have no doubt it had its weight with this Honble Court — For Your Petitioners shew that the Complainants did not pretend in their said answer that the Affidavit was sufficient nor that the action was of the Nature of those Actions in which Bail is required which were the two material Points insisted on in the Petition — and Your Petitioners have every Reason to believe that the Inconsistency of the Application from the Defendant himself while absent and the above circumstance already mened were the Chief Reasons with the Honble Court for over ruling the Motion —

Impressed therefore with these Ideas and under the peculiar Circumstances which they have already mentioned of their being induced to become Bail they beg leave to approach this Honble Court humbly to implore that although the Defendants application respecting the Bail they have given, has been already discussed the Honble Court will yet be pleased to receive this their humble Petition and grant them that Relief they are advised they are by Law entitled to and which they presume to solicit for the following among other Reasons —

First — Because any Application from the Defendant himself Your Petitioners conceives cannot do away their Rights or preclude them from applying of the Honble Court themselves nor will prevent the Court from receiving such application or hearing what they have to say in its support —

Secondly Because it appears from the Proceedings on which the Matter was before discussed that the Arguments urged by the Complainants Advocate did not apply to the Regularity or Irregularity of requiring Bail upon the Proceedings on which it had been taken but merely to the Irregularity of such an Application from the Defendant himself whereas Your Petitioners are advised and humbly insist that neither the Bill of Complaint nor the Charges contained therein were sufficient Ground for requiring Bail upon Oath being made nor had they been so was the Oath made sufficient for that purpose —

Thirdly Because all Civil Actions are either Actions arising upon some Contract not performed or some Injury committed — In the first of these kinds of Actions the sum being certain Bail is in all Cases required upon a positive Oath of the Debt — But in the last the Damages to be recovered not being ascertained it is not — and of this last Species is the present Suit its Ground of action being some Misfeasance alledged to have been committed by the Defendant whereby the Complainants say they have been injured —

Fourthly Because the Bill of Complaint not only states a Sum of Money to the Amount of which the Complainants charge they have been injured moreover go on to charge Interest upon this Sum of Money to a very considerable additional Amount thereby anticipating the Judgment of the Court upon the —

the Value of the Injury they have sustained which Value cannot possibly carry Interest till ascertained by a Decree and Bail having been given for the Amount of these two Sums of Money the same as Your Petitioner is advised is altogether irregular and Contrary to Law —

Fifthly Because of the Insufficiency of the Affidavit For first it states that the Defendant is justly and truly indebted to the Complainants as appears by the Bill of Complaint and the Complainants Records whereas the Bill of Complaint contains Charges of Damages only and no Debt and the Affidavit should have pursued the Nature of the Action brought and disposed to the Truth of these Misfeasances and that the Complainants had been thereby damaged to that Amount — And as to the Complainants Records it is manifest they carry in them no other Authenticity than the Books or Minutes of any private Individual — Serving sufficiently to remind the Party himself how according to his Opinion his accounts stand with another Individual but not sufficient to unforce the Demand without some other Proof — And again the Affidavit divides the Sum deposed to into the Quantum of the Damages sustained and the Amount of the Interest thereon which is clearly contrary to all Rule — but more than all the Affidavit is merely and Affidavit of Reference and not positive as the Act requires for the Deponent only sweares to the Truth of the Debt as appears by other Papers which Papers are in themselves uncertain and may abound with Mistakes and it is manifest that it may appear so by other Papers and Yet the Debt may never have been due or may have been already paid to the Damages otherwise satisfied — And nothing can be better ascertained or has been oftener decided in the Courts of Westminster than that and Affidavit containing such Words of Reference is never sufficient to hold to bail — The words of Lord Mansfield as reported by Sir James Burrows — Volume 4th Page 992 being — "That it is manifest by a string of Cases that words "of Reference never are sufficient in an Affidavit to hold to special Bail such "Words for Instance as these as appears by Books or Papers or any thing refer- "red to" or any other Words of same reference" and these being precisely the Words made use of in the present Affidavit the Law as Your Petitioners humbly insist is clearly in their favor. —

Sixthly Because the Practice of this Honble Court has always been conformable to these Decisions and a positive Affidavit always required to hold the Defendant to Bail the same having been frequently determined so as will appear by the several Extracts from the Minutes of this Honble Court hereunto annexed for their Inspection. —

Seventhly Because the Bail being originally taken Irregularly it must ever continue so for the Complainants neither by their action nor Affidavit being entitled to Bail the Court have granted them more than by Law they ought to have, and the Decree has been since obtained Yet that Decree cannot alter the Nature of the action and being suspended by an appeal to His Majesty in Council the suit is still open and Your Petitioners are Confident that the Honble Court will never think it too late to correct any Errors that may have inadvertently crept into their Proceedings when they are convenced that it is an Error and that any Individuals are likely to suffer by it

And lastly Because at the time the Defendant appealed to his Majesty in Council other Bail was required and was actually given in that Court before the appeal was lodged and the Defendant was accordingly delivered into the Custody of such other Bail as by the Bail Piece then filed a Copy whereof is hereunto annexed may appear — and therefore Your Petitioner humbly contend that the Defendant is no longer in their Custody but has been taken from their Custody and delivered to other Bail at the Requisition of the Complainants and in the Custody of such other Bail he now remains who can be alone answerable for his Appearance when Required by this Honble Court

For

for although it may be said that the Bail in the Honble the Court of Appials be for a lesser Sum than that for which Your Petitioners have become Bail for in this Honble Court yet its the act of taking the Defendant from the Custody of Your Petitioners and delivering him to the Custody of others that is the real Question and upon which Your Petitioner humbly insist they ought to be discharged. —

Your Petitioners therefore most humbly pray the Honble Court that they will be pleased to take the several Matters above stated into their Consideration and relieve them from the above Bail or grant them such other Relief in the Premises as to their Wisdom and Justice may seem meet and be agreable to Law

Your Petitioners as in duty bound shall ever pray. —

P. Walker
J Stuart Hall
Jno Hamilton
Attes for Petrs

Filed 21st July 1789 –

In the Honble the Mayors Court at Madraspatnam

Between Francis Lautour of Fort St George Merchant Complainant and William Hamilton a Senior Merchant in the service of the Honble United Company of Merchants of England trading to the East Indies Defendant

The Affidavit of the said Complainant

This Deponent maketh Oath and Saith that William Hamilton the abovenamed Defendant stands indebted unto him this Deponent in the full and Just Sum of Thirty One Thousand seven hundred and ten Madras Pagodas five fanams and forty nine Cash or Thirty four Thousand Eight Hundred and Eighty One Star Pgds six fanams and fourteen Cash according as the same appears by his Bill of Complainant filed in this Honble Court on the Eleventh Instant & being thus indebted to the said William Hamilton hath lastly threatened and given out that he will speedily leave the Jurisdiction of this Honble Court and togo to Europe whereby this Deponent will either lose his said Debt as the same will be very much endangerid and it will be Difficulty for this Deponent to Recover the Same –

Fa. Lautour

Madraspatnam 21st July 1789 a true Copy
Sworn to before me this Day
William Webb
Mayor

Geo. Aitken
Dep. Regr
A true Copy

P Walker
J Stuart Hall
Jno Hamilton
Attes for Pltf

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 25th. Day of July Anno Domini 1789 —

Present

William Webb Esquire Mayor
James Call — Edward Garrow
George Savage — Josias DuPré Porcher
Andrew Ross — James Landon
and John Mitford — Aldermen

Francis Lautour
William Hamilton

Mr. Henry DuPuy attorney for the Complainant prays that the Defendant may be held to Special Bail pursuant to his prayer of Last Court day to which the Opposite Attorney objects by reason of the Insufficiency of the Affidavit as well as from the Nature of the Bill of Complaint he further objects because the Complainant is in possession of a Bond of Indemnity of the Defendant which is now before the Court as well as two Bonds from Mathew Yeates to the Complainant for the Identical Money for which the Complainant has brought the present Action against the Defendant and for further Cause against the Defendant being held to Special Bail he prays Leave to file an Affidavit of the Defendant with an Original Letter from the Complainant to the Defendant annexed — The Attorney for the Complainant objects to the Reasons alledged by the Defendants Attorney for his Client not being held to Special Bail as the Complainants Affidavit is Sufficiently certain of the Justness of his Debt and of the truth of the Matters charged in his Bill and because the Affidavit doth also State the Defendant being about to leave the Jurisdiction in which Event the Complainant declare he will be

his Debt or that it will be otherwise endangered — The said Attorney also objects to the said Matters because the same togo to the Merits of the Cause which is Contrary to Practice and tends to put a Slur on the Complainants Cause contrary to the equitable Construction of the Law in favor of Complaints — The said Attorney therefore prays that as the said Bill doth charge many frauds in the Defendant and the Quantum of Injury Sworn to as also the Departure of the Defendant he prays the Defendant may be held to Special Bail — Ordered — that the Affidavit of the Defendant with a Letter annexed tendered by the Attorney for the Defendant be not Received —

Affidavit of the Complainant filed the 24th. Instant — Read —

Extract from the Minutes of Last Court Day Read —

Bill of Complaint Read —

The Court having taken the same into Consideration are of Opinion that the Affidavit of the Complainant is not sufficient to hold the Defendant to Special Bail it is therefore Ordered that the motion made by the Attorney for the Complainants to hold the Defendants to Special Bail be overruled —

A true Copy
P. Walker
J. Stuart Hall
Jn°. Hamelton
Attys for Ont

A True Extract
(Signed) George Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 21st Day of July Anno Domini 1789.—

Present

William Webb Esquire Mayor
Edward Garrow and Andrew Ross
Aldermen

Francis Lautor
vers
William Hamilton

Mr. Henry Dubuy the Attorney for the Complainant prays to deliver into Court One Bond from Mathew Yeats for 2,286 Pagodas 33 Fanams and 32 Cash and on Bond also from the said Mathew Yeats for 13,200 Pagodas both to the said Complainants and also One Bond from the said Defendant to the Complainant for 10,000 Pagodas as Severally tendered by the said Complainant in his Bill of Complaint Affidavit of the Complainant Sworn to before the Mayor Read and filed this day— The Attorney for the Complainant prays that the Defendant may be held to Special Bail to which the Opposite Attorney objects by Reason of the Insufficiency of the Affidavit as well as from the nature of the Bill of Complaint and prays that the same may stand over for the Consideration of a full Court Ordered that a full Court be Summoned on Saturday Next at 10 O Clock in the forenoon to take the same into Consideration and it is further Ordered that the Bill of Complaint the Affidavit and Extract from the Minutes of this day be sent round for the perusal of the Several Members

A True Extract
Signed / George Taylor Regr
A true Copy
P. Walker
D. Stuart Hall
Jno Hamilton
Attis for Compt.

Filed 11th August 1790

In the Honble the Mayor
Court at Madraspatnam

Between Edward Payne and
Rice Payne by their acting attorney
William Collins Jackson Compt.
and
Samuel Johnston Defendant

The Affidavit of the above Named William Collins Jackson

William Collins Jackson the acting attorney of the above Named Complainant maketh Oath and Saith that Samuel Johnston the Defendant above Named stands Justly and Truly Indebted, as the same Appears by the affidavit hereunto annexed unto the above Named Complainants in the full and Just sum of Two Thousand and Eighty Eight Pagodas twelve Fanams and Seventy Cash and this Deponent further saith that he has Reason to believe that the said Samuel Johnston will abscond on hearing this Bill is filed against him—

Sworn to before me
this 11th day of August 1790

W. C. Jackson

Vint. Corbett
Mayor

a true Copy
G. C. Aiken
Dep. Regr

a true Copy
P. Walker
D. Stuart Hall
Jno Hamilton
Attis for Compt.

A

Dr. Messrs. Alexander Johnston & Son of London With Edwd. & Rene Payne Cr.

1775 4 Octr. 26.	To their Acceptance unpaid	£ 439 - 6 - 3 -	1776 Jany. 12.	Cash part of a Bill	£ 104 - - -
Decr. 29	To Do. unpaid	439 - 5 - -	Apr. 2.	Bills due 3 July 1777	241 - 18 - 4
1781. Decr. 31.	Postage of Letters	15 - 4 -		Bill due 12 Feby. 1780	62 - 1 - 8 -
1789 Decr. 31.	Interest in Acct. Current	364 - - 6 -	1789 Decr. 31	Ballance due to &c	835 - 7 - 1
		£ 1243 - 7 - 1.			£ 1243 - 7 - 1.
To Ballance from bove		£ 835 - 7 - 1.	E. E.		

London Decemr. 31 - 1789 -

// Edwd. & Rene Payne.

A true Copy G. E. Askin

D. J. Regr.

Rene Payne of Lothbury in the City of London Merchant and John Francis Kalm Clerk or Book keeper to Edward Payne and the said Rene Payne of Lothbury aforesaid Merchants and partners severally make Oath and say and first this Deponent Rene Payne for himself saith that Samuel Johnston of Madras in the East Indies Esquire (Surviving Copartner of Alexander Johnston late of the City of London Merchant Deceased and which said Alexander Johnston and Samuel Johnston some time since Carried on Trade together as Merchants in London by and under the Name Stile and Firm of Alexander Johnston and Son) is Justly and truely indebted to this Deponent Rene Payne and to the said Edward Payne his partner in Trade in the Sum of Eight hundred and Thirty five Pounds Seven Shillings and one penny of Lawful Money of Great Britain upon the Ballance of the Account hereunto annexed marked with the Letter (A) for which said Sum or any part thereof he this Deponent Rene Payne hath not nor hath the said Edward Payne his partner to this Deponents knowledge or belief received any Security or Satisfaction whatsoever save and except two Several Bills of Exchange drawn by the said Edward Payne and this Deponent upon and accepted by the said Alexander Johnston and Son one of them dated the Twenty third day of June One Thousand Seven hundred and Seventy five whereby the said Alexander Johnston and Son were required four Months after dath to pay the Order of the said Edward Payne and this Deponent the Sum of Four hundred and Thirty Nine pounds six Shillings and three pence and the other of the said Bills dated the Twenty Sixth day of September One Thousand Seven hundred and Seventy five whereby the said Alexander Johnston and Son were required three Months after date to pay to the Order of the said Edward Payne and this Deponent the Sum of Four hundred and Thirty Nine Pounds five Shillings and which said two Bills of Exchange were drawn by the said Edward Payne and this Deponent upon and accepted by the said Alexander Johnston and Son in Consideration of and as a payment for Goods Actually sold and delivered by the said Edward Payne and this Deponent to the said Alexander Johnston and Son and which two Bills are yet wholly unpaid and this Deponent John Francis Kalm for himself saith that the said Account hereunto annexed marked with the Letter (A) is a true State of the Account between the said Edward Payne and Rene Payne and the said Alexander Johnston and Son in the Books of Account of the said Edward Payne and Rene Payne this Deponent having carfully examined and compared the same with the said Books as the same stands entered therein Article by Article and this Deponent John Francis Kalm further saith that the two Bills of Exchange mentioned in the Debtor side of the said Account were drawn by the said Edward and Rene Payne upon and accepted by the said

said Alexander Johnston and Son in Consideration of and as a payment for Goods Actually sold and delivered by the said Edward and Rene Payne to the said Alexander Johnston and Son and that the said two Bills were not nor were either of them paid when the same become due nor have they or either of them been paid at any time since and saith that the charge for postages of Letters therein mentioned were bonafide paid by the said Edward Payne and Rene Payne and that the Interest charged on the same side of the said Account is Justly and fairly calculated and due and payable to the said Edward Payne and Rene Payne according to the usage and Custom of Merchants and this Deponent John Francis Kalm further saith that the said annexed Account is a Just true and fair Account in all particulars According to the best of this Deponents knowledge and belief and that he this Deponent John Francis Kalm is the better enabled to speak to the several Matters above by him deposed unto he having lived with the said Edward Payne and Rene Payne in the Capacity of Book keeper for twenty Years last past and upwards. —

Rene Payne

J. Francis Kalm

Both
Sworn at the Guild hall London
the 28th Day of January 1790
Before me
Wm Pickett
Mayor

I Robert Robson of London Notory Publick, by Royal authority duly admitted and Sworn, do hereby Certify to whom it may concern that the Signature Wm Pickett, Mayor) at the foot of the foregoing affidavit, is of the own proper Hand writing of the Rt. Honble William Pickett Esqr. Lord mayor and Chief Magistrate of this City of London, in whose presence Oath was this day administered in due form of Law to Rene Payne Esqr. and Mr. John Francis Kalm the Deponents named in the said Affidavit and who have Signed the Same, and therefore full faith and Credit ought to be given to the said Affidavit in Judicature and thereout whereof an act being required I have granted this one under my Notarial firm and Seal in London this 28th January 1790.

L.S.

Quod attestor
Rt. Robson Not. Pub.

Thomas Morton Esqr. Secretary to the Honble United East India Company doth hereby Certify to whom it may concern that Robert Robson, who hath Signed the foregoing act is a sworn Public Notary, practising in this City, and that to all Acts by him so signed full faith and Credit is given in Judicature and thereout In Testimony whereof he hath hereunto set his Hand in London, the 30th January 1790.

Thos. Morton

A true Copy
G. E. Askin
Dy Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th day of August Anno Domini 1790.

Present

Vincetio Corbett Esqre. Mayor
Andrew Ross – James Landon
& John Mitford – Aldermen

Edward Payne and Rene Payne by their Acting Attorney William Collins Jackson

~~Vert~~

Samuel Johnston

Bill with Copy of an Account Current Annexed filed between the days of Adjournment Affidavit of William Collins Jackson the Acting Attorney of the Complainants Sworn to before the Mayor

Mayor & filed the 11th Instant Summons Returnable Immidiately and Warrant of Arrest issued thereupon Returned Served The Defendant in Custody Mr Henry DuPuy appears as Attorney for the Defendant Plea and Answer Sworn to before Mr Alderman Amoss filed this day The Attorney for Defendant prays that his Claint May be discharged from the Custody of the Sheriff upon filing Common Bail the Affidavit of the Complainant not being Sufficient to hold the Defendant to Special Bail and because it appears by the Plea and Answer filed this Day that the Defendant had a Commission of Bankruptcy awarded against him Subsequent to the Accruing of the said Debt to which the Attorney for the Complainants Objects because the Affidavits are every way Sufficient to entitle the Complainants to hold the Defendant to Special Bail for they not only go to the Justness of the Debt but one of them as Sirts that the Defendant well abscond he further objects to the merits of the Plea being introduced in discussing a Motion for Bail the Same being irregular Deferred to king into Consideration the Motion made by the Attorney for the Defendant till Friday next at 9 o Clock in the forenoon When the two Members Next in Rotation are Summoned to attend and it is Ordered that the Bill of Complaint the Affidavits the Plea and Answer and the Extract from the Minutes of this Day be sent round for the Perusal of the Members.

A true Copy
(Signed) G. Taylor
Regr

a true Copy
V. Walker
J. Stuart Hall
J. D. Hamilton
Atters for [illegible]

Extract from the Minutes of a Court Held at the Town Hall on Friday the 20th Day of August Anno Domini 1790

Present
Vincentio Corbet Esquire Mayor
James Call and Andrew Ross
Aldermen

Edward Payne and Rene Payne by their acting Attorney William Collins Jockson
~~vers~~
Samuel Johnston

Extract from the Minutes of Court of the 17th Instant read.—
Bill with Copy of an Account Current Annexed Read.—
Affidavits of the Complainants and their acting Attorney Read—
Plea and answer with one Exhibit Annexed Read.—

The Court having taken the same into Consideration It is Ordered that the Defendant be Discharged from the Custody of the Sheriff upon filing Common Bail and that each party do pay their own Costs.—

A true Copy
(Signed) G. Taylor
Regr

a true Copy
V. Walker
J. Stuart Hall
Jno Hamilton
Atteis for Pre

In An Appeal to the Kings Most Excellent Majesty in Council

Charles Floyer Esquire is admitted to Bail to Servana Moodeley of Madras Inhabitant and Coopingar Braminy of the same place to pay such Additional Costs & Interest as Shall be adjudged in accertain Cause wherein the said Charles Flyer is appellant and the United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K. B. their President and Governor of Fort Saint George and its Dependenceis and John Hollond James Henry Casamaejer and Robert Maunsell Esqrs Members of their Council of Fort Saint George are Respondents —

(Signed) [illegible]

(Signed)
P. Walker
J. S. Hall
J. Hamelton
Solictrs for Appt.

Taken and acknowledged this ninth day of December one Thousand seven hundred and ninety one —

before me
(Signed) Wm Petrie
one of the Judges of the Court of appeals

(A True Copy)
C. N. White Clk

a true Copy
P. Walker
J. Stuart Hall
Jno. Hamelton
Atteir for pcr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st day of February Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor
Josias DuPre Porcher & Benjn Roebuck
Aldermen

The United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K. B. John Hollond James Henry Casamayer and Robert Maunsell Esqr their Governor & Council of Fort Saint George —

vers

Charles Floyer

Petition of George Moubray & Veerapermaull Pillah the Bail of the Defendant filed this Day — The Attorney for the Complainants prays that he May be allowed till Next Court Day to Shew Cause Why the above Petition ought to be taken off the file — Ordered that One Week be allowed. —

A true Extract
G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th. day of February Anno Domini 1792.

Present

Andrew Ross Esqr. Mayor

James Call & Hy Chz Michell

Aldermen

The United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Hy Casamayar & Robert Maunsell Esqrs their Governor & Council of Fort St. George. —

ver

Charles Floyer.

The Attorney for the Complainants to Shews for Cause Why the Petition of George Moubray and Veerapermault Pillah Bail for the Defendant ought to be taken off the File, for that the above Cause and the Whole of the Records thereof Was heretofore Removed from this Court to the Court of Appeals and the Defendant hath Since appealed from both the Decrees of the Said Courts to His Majesty in Council before Whom the said Cause and every Matter and thing in Relative thereto Now is. — and because the prayer to be Received from their said Bail gose to defeat the Act of the Court, Whereby the Defendant Was delivered to Bail to the Pets. upon grounds on Record previous to the Pets. Signing the Bail Piece and also because it doth Not appear by the Records that the Defendant hath Withdrawn [illegible] Judgment

of this Court or that of the Court of Appeals in Affirmation thereof nor that the Defendant had rendered himself into the Custody from Whence he was delivered by the Court to that of the Petitioners and further because the said Pets. is interely irregular in as much as the Pets. Cannot be allowed to say, that they are injured by the Court taking them as Bail for the Personal appearance of the Defendant to Answer the Judgment of the Court as it Was their own Voluntary Act, to Sign a Recognezance for for that purpose and their prayer therefore to be exonerated previous to the Surrender of the Defendant or the Defendant Satisfying the said Judgment is an Attempt to deprive the Complainants of the benefit thereof by throwing off themselves that Obligation they are bound into the Court either to produce the Body of the Defendant or indefault thereof to satisfy the said Judgment themselves the said Attorney furthermore Shews that it is a Matter of Publick Notoriety that the Defendant hath Withdrown himself from the Juris diction of this Court, and that he hath Withdrown himself by the Means of the Petitioners becoming Bail for his personal appearance and the Complainants have Not therefore any hope of Satisfaction for the said Judgment Within the Juris diction of the Court, but from the Responsibility of of the Pets. to Satisfy the same indefault of the Defendant —

Ordered that the Consideration of the same do Stand Over till Saturday Next to When it is Ordered that a full Court be Summoned at 10 o'Clock in the Forenoon and that the Petition With the Extracts from the Minutes of last Court Day and this Day be Sent round for the Perusal of the Several Members. —

A true Extract

G. Taylor Regr.

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 3d Day of March Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

James Call — Josias Dupre Porcher

John Mitford — Henry Chichley Michell

Benjamin Roebuck and James Daly

Aldermen

The United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K. B. John Hollon, James Henry Casamayor and Robert Maunsell Esquire their Governor in Council of Fort St. George —

Charles Floyer

Petition of George Moubray and Veraparmaull Pillah the Bail of the Defendant Read —

Extract from the Minutes of Court of the 21st and 28th Ultimo Read —

The Court having taken the same into Consideration it is Ordered that the Petition be taken off the File as being altogether irregular, and that the Petitioners do pay the Costs attending the Petition. —

Filed the 10th Feby 1792

To the Honble the Mayors Court at Madraspatnam

The Memorial and Petition of George Easley Humbly Sheweth

That

Your petitioner is an admitted practising Attorney of this Honble Court and is desirous of becoming a Notary Under the sanction — and agreable to the usuage of the said Court conformed on its Offices —

Your Petitioner therefore prays that this Honble Court will be pleased to allow him the benefit of practicing as one of its Notaries for which favour —

Your Petitioner shall ever pray

G: Easley —

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 3d Day of March Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

James Call — Josias Dupre Porcher

John Mitford — Henry Chichley Michell

Benjamin Roebuck and James Daly

Aldermen

Petition of Mr George Easly praying to be appointed a Notary Publick of this Court Read a Second time he is accordingly admitted and the Oaths of Allegiance and Office Administered to him —

Filed 6th March 1792 —

To the Honble the Mayors Court at Madraspatnam

Between James Kirkpatrick late a Lieutenant Colonel in the Military Service of the Honble the East India Compay under their Presidency of Fort Saint George but now of London in the Kingdom of Great Britain Esquire by his Attornies Benjamin Roebuck and

and William Abbath of Fort St. George
aforesaid Merchants Complainant
and Andrew Ross also of Fort
Saint George Merchant Defendant

The humble Petition and appeal of the above
named Complainant ——

Sheweth

That your Petitioner by his said attornies having on or about the twenty seventh day of July which was in the Year of Our Lord One Thousand Seven hundred and Ninety filed his Bill of Complaint in this Honble Court against the above named Defendant for the Recovery of the sum of Twenty Eight thousand One hundred and twenty One pagodas Eighteen fanams and Sixty two Cash and the above named Defendant having appeared thereto and on the thirtieth day of November in the Year aforesaid filed his Answer the same was thereupon set down to be heard and the same accordingly coming on to be heard on the Nineteenth day of July in the Year of Our Lord One Thousand Seven hundred and Ninety One this Honble Court was pleased to Order and Decree and did accordingly Order and Decree that the Defendant above Named should pay unto Your Petitioner the full and just Sum of Twenty One Thousand and Eighty Seven pagodas and twenty fanams together with all such Interest as then was or should thereafter become due thereon until full payment be made at the Rate of Eight per Cent per Annum to be computed from the respective dates of the several Items charged in the Account Current annexed to Your Petitioners Bill of Complaint subject to the deduction of whatever payments which have already been or which might hereafter be made to your petitioner on Account of the Defendant above named [illegible] of the said —

That from which said Order and Decree of this Honble Court the Defendant above named having appealed therefrom to the Honble Court of Appeals —

Your Petitioner humbly prays that this Honble Court will be pleased to Order the Register of this Honble Court to send up all the papers in the said Suit to the Court of Appeals that the same may attend the hearing of the said appeal and your Petitioner will Ever Pray —

J Stuart Hall
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of March Anno Dominii 1792 —

Present
Andrew Ross Esquire Mayor
John Mitford and James Daly
Aldermen

James Kirkpatrick by his attornies Benjamin Roebuck and William Abbott
vers
Andrew Ross

Petition of the Complainant Read and filed this day praying that the Original Papers in this Cause may be sent to the Court of Appeals — Ordered Accordingly — —

Filed 17th Jany 1792.

In the Honble the Mayor's Court at Madraspatnam

Between Butt Ramasewe Ravidutt Administrator of Butt Soubarey Ravidutt deceased Complainant and Manhardoss Ragenadoss Administrator of Ramdoss Venkatadry deceased Defendant

Exceptions taken by the abovenamed Complainant to the Answer of the abovenamed Defendant put into the said Complainants Bill —

First. For that the said Defendant hath not setforth whether his Intestate Ramdoss Venkatadry and this Exceptants Intestate Butt Soubarey Ravidutt did or did not in the Month of November which was in the Year of Christ one Thousand seven hundred and seventy four or at any other time and when commence dealings in Trade together and whether such dealings were not carried on till the month of March which was in the Year of Chris one Thousand Seven hundred and eighty seven or to any other time and when, and in what such dealings consisted and whether the said Butt Soubarey Ravidutt and the said Ramdoss Venkatadry were or were not thrown into Prison by the Nizam and whether they did or did not die suddenly on or about the same time —

Secondly For that the said Defendant has not setforth whether he did or did not upon the Death of the said Ramdoss Venkatadry, or how long afterwards seize upon and take possession of his Estate and Effects or any part thereof and of what the same did then consist —

Thirdly For that the said Defendant has not setforth whether he did or did not sometime in the month of June Which was in the Year of Christ one Thousand Seven hundred and Seventy seven apply for and obtain Letters of Administration to the Estate of the said Ramdoss Venkatadry and whether he did or did not there estimate the Estate at Five Thousand Pagodas, and whether he did or did not execute a Security Bond jointly and severally with certain Persons or pretended Persons of the names of Vittaldoss and Govindoss to Robert Ewing the then Mayor of Madraspatnam and whether the said Securities became bound by such Bond in the penal sum of Ten Thousand Pagodas Current Money of Madras conditioned to be void if the said Manhardoss Ragenadoss administred the Estate of his said Intestate according to Law And because that he has not setforth and particularly described who the said Vittaldoss and the said Govindoss are and What occupation they so followed at the time of executing the said Bond and their place of residence, also the names of the subscribing Witnesses to the said Bond, their occupation and place of residence And because the said Defendant has not setforth where the said Vittaldoss and Govindoss now live and reside and what their present Trade, occupation and business is, and whether they now are or ever were respectively worth the sum of Ten Thousand Pagodas the penalty entered into by them or any other and what sum or property to his Knowledge —

Fourthly For that the said Defendant has not setforth what property has come into his possession belonging to the Estate of the said Ramdoss Venkatadry, nor Whether a person of the name of Bagavelly did or did not mortgage to his Intestate in his Lifetime a Bulse containing Silver Gold and Jewels for the sum of one thousand Rupees or any other and what sum, and whether he the said Defendt had not gained possession of the said Bulse after the death of the said Ramdoss Venkatadry, and after sell and dispose of it, and whether the said transaction happened previous to his obtaining Letters of Administration or afterwards —

Fifthly —

Fifthly. For that the said Defendant has not setforth whether or not the said Ramdoss Vencatadry did in his lifetime send two diomond Rings to Masulipatnam to be sold by his Gomastah or by any other person and whom, and whether the said Rings were ever sold, or whether he did or did not receive them from the said Gomastah or from any other Person after the death of the said Ramdoss Vencatadry upon paying him the sum of Sixty five Pagodas on account of wages due to him from the deceased or how otherwise and where the said Rings now are, and if sold for what sum.

Sixthly. For that the said Defendant has not setforth whether certain Banyan Merchants and who did or did not stand indebted to his Intestate the said Ramdoss Vencatadry at the time of his decease and whether he the said Defendant had not settled their account and received the balance thereon due, and how long this settlement happeaned after the death of the said Ramdoss Vencatadry and whether previous to or after he had obtained Letters of Administration.

Seventhly. For that the said Defendant has not setforth whether he did or did not receive from Verjeedoss Villabaldoss on account of the Estate of the said Ramdoss Vencatadry the sum of sixty six Pagodas and whether he did or did not Grant a Receipt for the same and in whose possession the said Receipt now is And because the said Defendant has not setforth whether Vellapah Soudra Gooverdendoss a Guzzerat Merchant did or did not stand indebted to the Estate of the said Ramdoss Vencatadry and in what amount and whether the said Defendant did or did not some time ago receive on account thereof a Balse containing Diamonds Rubies and Emeralds to the value of three hundred Pagodas or how otherwise, and whether the debt of the said Vellapah Soudra Gooverdendoss had been fully settled by him the said Defendant by taking two Rands for three Thousand and seven hundred Pagodas, and because the said Defendt has not setforth and declared his reasons for not entering the aforesaid respective matters in the Inventory and Account Current delivered by him into Court.

Eighthly. For that the said Defendant has not setforth a full true, just and particular account of his said Intestates Estate which the ratures, quantities, qualities, true and full values thereof and what hath come to his hands, custody or power, or to the hands custody or power of any other person for him, or to his knowledge and Belief, or with his privity, consent or procurement, and how he or they have applied the same, and whether the balance in the Account Current to this Exceptants Bill of Complaint annexed is or is not justly and truly due to this Exceptant as Administrator of the said Butt Ramasewer Ravidutt and whether this Exceptant has not frequently demanded him to come to a reckoning, and whether he has or has not frequently promised to do so and offered a part in money and how much in lieu of the whole.

For all which causes the said Complainant excepts against the said Defendant Answer as imperfect, evasive and insufficient and therefore prays that the said Defendant may put in a full and special Answer thereunto

G Chalmer
Atty for Complt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of March Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

John Mitford and James Daly

Aldermen—

Butt Ramasevar Ravedutt Administrator of Butt Soobery Ravedutt Deceased—

Pltff

Manhoardoss Ragoonada Doss Administrator of Ramadoss Venkatadry Deceased—

The Attorney for the Complainant acquaints the Court that the Usual Rules have issued for the Defendant to file an answer to the Exceptions taken by the Complainant to the Defendants Answer which he has neglected doing He therefore prays that the Exceptions may stand good with Costs—Ordered accordingly and that a further time of two Weeks be allowed the Defendant to file an Amended Answer—

Filed 6th March 1792.

To the Honble the Mayors Court at Madraspatnam

Between Petty Mungapatty Chitty Complainant and Chingamah Lutchoomyah Chitty Defendant—

The Humble Petition of the above named Defendant

Sheweth

That Your Petitioner is served with a process to appear to and answer the Complainants Bill, but being very poor (as by affidavit appears) is (by reason of such his Extreme poverty) unable to make his defence thereto, if not permitted to defend in forma pauperis—

Your Petitioner therefore humbly prays this Honble Court will be pleased to admit him to defend this Suit in forma pauperis

And Your Petitioner will Ever pray

Stuart Hall for himself & John Hamilton } Attys for Pet.

Filed 6th March 1792

In the Honble the Mayors Court at Madraspatnam—

Between Petty Mungapatty Chitty Complainant and Chingamah Lutchoomyah Chitty Defendant—

The Affidavit of Chingamah Lutchoomy Chitty the above named Defendant—

This Deponent maketh Oath and Saith that he is not worth the sum of Twelve Pagodas and an half in all the world his Just debts being first paid and his wearing Apparel and the

Stuart Hall for himself & John Hamilton } Attys for Dft.

the Matters in question in this Cause only Excepting.

/Signed/ Lutchoomyah

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

Ranganaudom
Interpreter

Malabar

Filed 13th March 1792.

In the Honble the Mayor's Court at Madraspatnam

Between Putty Munga-
-patty Chitty Complainant and
Chinnamah Latchoomya Chitty
Defendant.

Putty Mungapatty Chitty and Veneadadawery Chitty of Madras Merchant jointly and Severally Make Oath, and Say.s and first the Deponent Putty Mungapatty Chitty, the Complainant above named for himself Maketh Oath and Saith, that he hath read an affidavit made or mentioned to be made by the Defendant in the above Cause, on the Sixth day of March now instant and this Deponent Putty Mungapatty Chitty Saith that the said Defendant is worth Considerably more than the Sum of twelve Pagodas, and an half in the said Defendant affidavit mentioned, and this Deponent Putty Mungapatty Chitty Saith he is informed and verily believes that the said Defendant has been instigated to make the said affidavit by his the said Defendants adviser and Uncle, named Venatachellem.s who was the Dubash of Mr. Thomas Jones formerly one of the Attornies of this Honble Court. And these Deponents say that the said Defendant is over and above the House in question in this Cause possessed of Gold Joys to the amount in value of Fifty Pagodas, and upwards besides Sundry articles of House hold Furniture; And these Deponents Say that the said House with the ground thereunto belonging; is worth the sum of Three hundred and Fifty Star Pagodas, and that these Deponents or either of them are ready and willing to purchase the said House at that price; and these Deponents further Say that the said Defendant is a dealer in Joys Rings, and other Ornaments of Native Women, by which the said Defendant gains a Considerable profit as these Deponent verily believe.

John White Attg for the Complainant.

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

Gentoo

Filed 20th March 1792

In the Honble the Mayor's Court at Madraspatnam

Between Petty Mungaputty Chitty of Madras Merchant Complainant and Chengama Latchoomya Chitty of the Same place Inhabitant Defendant.

Sashachellum Chitty and Veneata Sawmy Chitty of Madras Merchant Severally Make Oath and say that they are well acquainted with the Circumstances of Chengama Latchoomya Chitty the Defendant above named that he the said Chingama Latchomya Chitty is possessed of no property or Jewels whatever save and Except a House purchased by him some Years Ago from David Haliburton Esqr. at about the Sum of Two hundred and Seventy Pagodas which House these Deponents Say from the great need and poverty of the Defendant and his consequent inability to defray the Expences Attending its Necessary want of repairs has been in a State of constant decay and a Considerable part thereof during the late Monsoon has been wholly destroyed These Deponents further more say that they have had the Affidavit of Petty Mungaputty Chitty the Complainant above named and Veneatadausery Chitty read and Explained to them and do thereupon Assert that the trade or merchandize therein and thereby Allerded to be carried on by the said Defendant is Nothing More than a quantity of Glass and Brass Rings and Ornaments which poor Women Amongst the Natives purchase the whole Stock which Merchandize will at the utmost only Amount to About five or Six Pagodas and the daily profit Arising from such merchandize will not exceed four or five fanams

G. Pasley Atty for Defendt.

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

Filed 20th March 1792

In the Honble the Mayor's Court at Madraspatnam

Between Putty Mungaputty Chitty of Madras Merchant Complainant and Chingama Latchoomya Chitty of the same place Inhabitant Defendant.

Chinatombe Chitty of Madras Inhabitant maketh Oath and says that Chingamah Lutchymah Chitty the Defendant above named is his Brother that he the Deponent is thereby internately acquainted with his Circumstances and thereupon declares that the said Chingamah Lutcheemyah Chitty is very poor and does not possess any property or Joys what ever Except an Old House purchased by him some Years Ago from David Haliblurton Esqr. and which is the house in question for the Sum of Two hundred and Seventy Pagodas or thereabouts apart of which House from the received State it was Constantly in and the severity of the late Monsoons has since been destroyed and this Deponent further says that on Account of the helpless situation of the Defendant as aforesaid his inability by reason of his very great Age to procure a Maintenance by any laborious pursuit this Deponent has for a considerable time past Employed and Assisted him a Stock of Glass and Brass hand and foot Ringe to the Amount of five or Six Pagds. that he May by the Sale of them obtain a Reasonable profit and therewith Maintain himself his Wife and Childrene. —

Pasley Attorney for the Defendant

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

Ranganaudam
Interpreter

Malabar

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th day of March Anno Domini 1792

Present

Andrew Ross Esquire Mayor

Josias DuPre Porcher & Wm Abbott

Aldermen

Patty Mungapatty Chitty

vers

Singanah Latchyma Chitty

Affidavit of Patty Mungapatty Chitty & Veneadavery Chitty Sworn to in Court Read & filed this Day The Attorney for the Complainant prays that the Defendant may be Despaupered upon the Grounds Setforth in the above Affidavits to Which the Attorney for the Defendant objects & prays that he may be allowed till Next Court Day to Shew Cause Why the Defendant Should Not be Dispaupered: Ordered that One Week be allowed-

A true Extract-

C. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 20th day of March Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

James Call & Benjn Roebuck

Aldermen

Putty Mungaputty Chitty

vers

Singanah Latchyma Chitty

Affedavits of Sashashellum Chitty & Veneata Sawmy Chitty & Chenna Tomby Chitty Sworn to in Court & filed this Day as Cause against the Motion made last Court Day by the Attorney for the Complainant The Attorney for the Complainant prays that he may be allowed till Next Court Day to enquire into the above Affedavits. — Ordered Accordingly. —

A true Extract

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 27th day of March Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

Hy Chy Michell & Js Daly —

Aldermen

Putty Mungapatty Chitty

vers

Singanah Lutchyma Chitty

Ordered that the Consideration of the Motion Made in this Cause on the 13th Instant to Despauper the Defendant do Stand Over till Tuesday Next and that the Affidavits filed on each Side with the Extracts be Send round for the Perusal of the Members. —

A true Extract

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th Day of March Anno Domini 1792

Present

Andrew Ross Esquire Mayor

John Mitford and James Daly

Aldermen

Putty Mungapatty Chitty

vers

Chengamah Lutchomeyah

Petition and Affidavit of the Defendant praying to be admitted to defend this Suit in Forma Pauperis Sworn to in Court Read and filed — Ordered that the Defendant be admitted to defend the Suit in Forma Pauperies Mr Georg Basley appears as Attorney for the Defendant who prays that the Sheriffs Seals may be taken off the Sequestered Premises — Ordered accordingly —

Filed 6th March 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th day of February Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call & Hy Chs Michell

Aldermen

Petty Tomboo Naik Administrator of Paucala Rama Sawmy Naik Deceased

vers

Paucala Kistnama Naig

Mr John White The Attorney for the Defendant prays leave to decline Acting for what of Instructions to file an Amended Answer Which is indespensibly Necessary to be done — Ordered Accordingly — Unless Cause be 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 Hon'ble the Mayors Court at Madraspatnam

Between Petty Tomboo Naick administrator of Paucala Rama Sawmy Naick Deceased Complainant —

and

Paucala Kistnama Naig Defendant —

The Affidavit of Thomas Ives one of the Sergent of this Hon'ble Court

The above named Deponent Maketh Oath and Saith that

that he did on the third day of this Present Month of March Personally Serve the above named Defendant with a Copy of the within Extract from the Minutes of this Honble Court

Thos. Ives

Sworn to in Court this
6th. day of March 1792

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th. Day of March Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

John Mitfour and James Daly

Aldermen

Petty Tomboo Naik administrator of Paucala Ramah Saurry Naik Deceased.

Paucala Kistnamah Naik

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 Ordered that Mr. John White be permitted to decline acting — The Attorney for the Complainant prays that by Next Court day the Defendant may appoint another Attorney to act for him — Ordered Accordingly. —

Filed 13th. March 1792.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st. day of February Anno Domini 1792.

Present

Andrew Ross Esquire Mayor

Josias DuPre Porcher & Benjn. Roebuck

Aldermen

Shallawakam Trevengada Pilla Son & Heir & also Administrator of Sallawakam Veeraperumall Pillah Deceased

vers

Paukam Singanah Chitty

Mr. Peter Walker Attorney for the Complainant prays leave to decline Acting his 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 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 Mayors Court at Madraspatnam

Between Saulavauckum Trevengada Pillay Son and Heir as also admor of Saulapauckum Veerauperumaul Pillay Deceased Complainant

and Pauckum Singana Chitty Defendant —

The affidavit of Thomas Ives one of the Serjeants of this Honble Court

This Deponent maketh Oath and Saith that he did on

on Thursday the Twenty third Day of February last leave a Copy of the Extract hereunto annexed at the Dwelling House of the above named Complainant Saulavaukkum Trevengada Pillay Situate in Saula Street in the Black Town of Madras—

Thos. Ives.

Sworn to in Court
the
13. March 1792

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of March Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

Josias DuPre Porcher and William Abbott

Aldermen

Shallawakam Trevengada Pillay Son and Heir and also administrator of Shallawakam Veerapermall Pillah Deceased—

Baukam Singanah Chitty

Affidavit of Thomas Ives of service of Notice upon the Complainant of his Attorney having prayed leave to decline acting Sworn to in Court Read and filed this day Ordered that Mr. Peter Walker be permitted to decline acting—The Attorney for the Defendant prays that the Complainant may be next Court day appoint another Attorney to act for him—Ordered Accordingly.—

Filed 13th March 1792.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th day of March Anno Domini 1792—

Present

Andrew Ross Esquire Mayor

John Motford & James Daly

Aldermen—

Petty Tomboo Naick Admor of Paucala Rama Sawmy Naick Deceased

vers

Paukala Kistnama Naik

The Atty for the Complainant prays that the Defendant may be Next Court Day appoint another Attorney to Act for him Ordered Accordingly.—

A true Extract

G. Taylor
Regr.

In the Honble the Mayors Court at Madraspatnam

Between Petty Tomboo Naick Administrator of Paucala Rama Sawmy Naick Deceased Complainant and Paucala Kistnama Naick Deceased—

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

This Deponent Maketh Oath and Saith that on the Tenth day of this present Month of March he did

personally Serve the Defendant in the above Cause with a true Copy of the Annexed Extract from the Proceedings of this Honble Court

Sworn to in Court this 13th March 1792

Thos Ives

G^o Taylor
Reg^r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th Day of March Anno Domini 1792

Present
Andrew Ross Esquire Mayor
Josias DuPre Porcher and William Abbott
Aldermen

Petty Tomboo Naick Administrator of Paucala Ramah Sawmy Naick Deceased
~~Vers~~
Paukala Kistnamah Naick

Affidavit of Thomas Ives of Service of Notice upon the Defendant to appoint another Attorney to Act for him Sworn to in Court and filed this day — Mr James Stuart Hall appears as Attorney for the Defendant and prays two Weeks to file an Amended Answer — Ordered Accordingly —

Filed 13th March 1792

In the Honble the Mayor's Court at Madraspatnam

Between Pallavarcaudoo Tannapah Chittyar by his Att^y Charles Carty Complainant — and Moodooram Chitty Defend^t

The humble Petition of the above named Defendant — Sheweth

That Your Petitioner from being very poor (as by affidavit appears) is by reason of such his Extreme poverty unable to Continue his defence to the Suit instituted by the Complainant above named Against him if not permitted to defend in forma pauperis —

Your Petitioner therefore most humbly prays this Honble Court will be pleased to admit him to defend this Suit in former Pauperis —

And Your Petitioner will Ever Pray

J Stuart Hall for himself & Jno Hamelton } Att^s for Pet^r

Filed 13th March 1792

In the Honble the Mayors
Court at Madraspatnam

Between Pallavarcaudoo Taunapha Chittyar by his attorney Charles Carty Complainant and Moodooram Chitty Defendant —

The affidavit of the above named Defendant.

This Deponent Maketh Oath and Saith that he is Not worth the sum of Twelve pagodas and an half in all the world, his Just debts being first paid, and his wearing Apparel, and the matters in question in this Cause only Excepted —

(Signed) Moodooram

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

Ranganaudom
Interpreter

Stuart Hall for himself & Jno Hamilton } Attys for Deft

Filed 13th March 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th day of March Anno Domini 1792 —

Present
Andrew Ross Esquire Mayor
John Mitford & James Daly
Aldermen

Pallavarcaudoo Taunapah Chitty by his Atty Charles Carty
vers
Moodoorama Chitty

The Attorney for the Complainant prays that the Defendant may be Next Court Day appoint an the Attorney to Act for him in the room of Mr White Who has declined Acting — Ordered Accordingly

A True Extract
G. Taylor
Regr

In the Honble the Mayors
Court at Madraspatnam

Between Palavarcaudoo Taunapah Chittyar by his attorney Charles Carty — Complainant and Moodoorama Chitty Defendant —

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

This Deponent Maketh Oath and Saith that on the Tenth day of this present Month of March he did personally attend at the dwelling House of the Defendant in the above Cause in Order to serve him with a true Copy of the Within Extract but not finding him at home this Deponent left such Copy of the same at his said Dwelling House and Desired that the same should be delivered to him on his Return home —

Thos Ives.

Sworn to in Court
this 13th March 1793 —
G. Taylor

But now so it is May it please this Honorable Court the said Sashapillah and Vassoo Davah Obstinately and wilfully refuse to pay the same or to give Your Oratrix any manner of Satisfaction touching the premisses Your Orator therefore prays a general relief such as to this Honorable Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Sashapillah and Vassoo Davah may upon their Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Settforth 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 they may be Decreed to pay unto Your Oratrix the aforesaid Sum of Two Thousand three hundred and Sixteen Pagodas Thirteen fanams and Sixty Cash together with all such Interest as now is or shall hereafter becom due thereon and also all Cost of this Suit

May it please this Honorable Court to Cause the said Sashapillah and Vassoo Davah to be Summoned and required by the Sheriff of Fort Sant 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 perfixed and Appointed then and there to Answer this Your Oratrix's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

Hy Dic Pier

Atty Complt

Dr. Sashapillah and Vasoo Davah in Account Current with Elizabeth Fairney Cr

1788										
March	21	To the Amount Principal of Your Mortgage Bond given Jointly and Severally borne of this date						2500	-	-
1790				Yrs	Mos	Ds				
Augt	28	To Interest on ditto from 1st March 1788 to this day is @ 12 ℘ Cent ℘ Annum		2	5	24		747	22	-
								3247	22	-

1788									
May	2	By House Rent Received from Col. Vangenham for Month as per your Order given to me in Writing						35	-
June	2	By ditto	do		do		do	35	-
July	2	By ditto	do		do		do	35	-
Augt	2	By ditto	do		do		do	35	-
Septr	2	By ditto	do		do		do	35	-
Octr	2	By ditto	do		do		do	35	-
Novr	2	By ditto	do		do		do	35	-
Decr	2	By ditto	do		do		do	35	-
1789 Jany	2	By ditto	do		do		do	35	-
Feby	2	By ditto	do		do		do	35	-
March	2	By ditto	do		do		do	35	-
April	2	By ditto	do						
June	2	By ditto this day do for the Month of May after deducting the Repairing Charges of the House Dwelling by the said Col. Vangenham						30	-
July	2	By ditto	do		do		do	35	-
Augt	2	By ditto	do		do		do	35	-
Septr	2	By ditto	do		do		do	35	-
Octr	2	By ditto	do		do		do	35	-
Novr	2	By ditto	do		do		do	35	-
Decr	2	By ditto	do		do		do	35	-
1790 Jany	2	By ditto	do		do		do	35	-
Feby	2	By ditto	do		do		do	35	-
March	2	By ditto	do		do		do	35	-
April	2	By ditto	do					800	-
Augt	28	By Interest on the above Sums from their Respective Dates to this day at 12 ℘ Cent ℘ annum							
			Yrs	Mos	Ds				
		On Pg 35	for	2	3	26		9 33 72	
		do 35	for	2	2	26		9 18 12	
		do 35	for	2	1	26		9 2 32	
		do 35	for	2	-	26		8 32 52	
		do 35	for	1	11	26		8 15 76	
		do 35	for	1	10	26		8 - 12	
		do 35	for	1	9	26		7 29 32	
		do 35	for	1	8	26		7 13 52	
		do 35	for	1	7	26		6 42 72	
		do 35	for	1	6	26		6 27 12	
		do 35	for	1	5	26		6 11 32	
		do 35	for	1	4	26		6 10 52	
		do 35	for	1	2	26		4 20 56	
		do 30	for	1	1	26		4 38 32	
		do 35	for	1	-	26		4 22 52	
		do 35	for	-	11	26		4 6 72	
		do 35	for	-	10	26		3 36 12	
		do 35	for	-	9	26		3 20 32	
		do 35	for	-	8	26		3 4 52	
		do 35	for	-	7	26		2 33 72	
		do 35	for	-	6	26		2 18 12	
		do 35	for	-	5	26		2 2 32	
		do 35	for	-	4	26		1 31 52	
								131 8 20	
								931 8 20	
		By Balance Due						2316 13 60	
								3247 22 -	

Pagodas 3247 22 -

Madras 28 Augt 1790 Excepted

Elizabeth Fairney

true Copy
Wm Dalrymple Atty Compt

Know all Men by these Presents that We Shashapilly and Vasoo dava-
pillah of Madras Inhabitants are jointly and Seperately held and firm-
ly bound unto Elizabeth Fairney of Madras Widow of John Fairney late
of Madras Inhabitant deceased in the penal Sum of Five Thousand
Star Pagodas Current Money of Madras to the payment whereof well
and truely to be made to the said Elizabeth Fairney or her Certain
attorney Executors Administrators or Assigns We do hereby bind
ourselves and each of us himself in the whole our each and every of
our heirs Executors and Administrators firmly by these presents
Sealed with our Seals and dated in Madras this first day of march
in the Year of our Lord One Thousand Seven hundred and eighty eight

Whereas the above bound Shashapilly and Vasoo davah pilly have Borro-
wed and Received of the above Named Elizabeth Fairney the full and just
Sum of two Thousand and five hundred Star Pagodas to Nurse at Interest at
the Rate of twelve per Cent per annum payable on the first day of Janu-
ary Next and which will be in the Year of our Lord One Thousand Seven
hundred and Eighty Nine and for the better Securing the Repayment
of the said Sum of Two Thousand five hundred Pagodas and Interest
the said Shashapilly and Vasoo davah pilly have assigned transfered
and set over and by these Presents do assign Transfer and set over unto
the said Elizabeth Fairney the following premises — one large upstair
House near Mr Popham's now occupied by Colonel Wangenheim — one
Small House near the Large Kada Bazar twenty pieces of Ground near
chanerkum — one piece of Ground near Conveeer Garden and another
piece of Ground near Attepalkum and the said Shashapilly hath
also given an order in writing on the said Colonel Wangenham to
pay the Rent of the aforementioned House which is thirty five Pago-
das per Month to the said Elizabeth Fairney Commencing from
the first of May all which said premises except the rent of the
House were Mortgaged unto Cashwa Mordelliar on the Sixth day
of November one Thousand Seven hundred and Eighty five for the principal Sum
of Two Thousand three hundred and twenty two Pagodas and three quarters and
Interest the Rate of twelve per Cent per annum and were also mortgaged unto
Veneagum Mordelliar on the tenth day of March One Thousand Seven hundred and
Eighty Six for the principal Sum of One Thousand six hundred Pagodas and
Interest after the Rate of twelve per Cent per annum — Now these presents Wit-
ness that in Case the said Sum of two Thousand five Pagodas and Interest
after deducting the Rent of the House which she may Receive be not fully paid
and Satisfied before the said first day of January next We the said Shashapilly
and Vasoo davah pilly do hereby give full power and Authority unto the said
Elizabeth Fairney her Heirs, Executors Administrators and Assigns to sell
and dispose all and every part of the premises above discribed without the
Intervention of the Mayors Court first giveing one Month Notice thereof
in the Madras Courier and whatever the produce Arises therefrom the said
Elizabeth Fairney should first pay unto the said Cashwa Mordelliar the
Sum of Two Thousand three hundred and twenty two Pagodas and three quar-
ters and Interest and also to the said Veneagum Mordelliar the sum of One
Thousand and Six hundred pagodas and Interest and the Surplus to be Rece-
ived by the said Elizabeth Fairney towards payment of the said Sum of
Two Thousand five hundred Pagodas and Interest and should there ap-
pear any deficiency We do hereby promise to pay the Same and if there Re-
main any Overplus the said Elizabeth Fairney should Repay the same
to us — and in Order the better to enforce the Sale of the above Mentioned pre-
mises and in every Respect to act as fully as we ourselves could do Respe-
cting the premises We do likewise Authorise and on appoint the said
Elizabeth Fairney our true and lawfull Attorney to Execute Bills of Sale
and to Receive the purchase money of all and every part of the said premi-
ses and in every Respect to Act as fully in the premises as we ourselves
could do if personally present hereby fully Ratifying Confirmeing and
allowing —

allowing all and whatsoever the said Elizabeth Fairney or her lawful Substi-
-tute shall lawfully do or cause to be done concerning the premises as if
-done by us personally and We the said Shashapilly and Vassoo Davah
pilly do hereby Covenant and agree with the said Elizabeth Fairney that
We have not done any Act in any wise to impeach our Title to the pre-
-mises above Mentioned Save and expect the two Mortgages above
mentioned and that we have good right and title to Mortgage and as-
-sign over the same in Manner aforesaid and we hereby further Co-
-venate promise & agree to and with the said Elizabeth Fairney
her heirs, Executors Administrators that we will by ourselves our Executors and
Administrators do or Cause to be done Any further or other Act Matters or thing-
material or Effectual in the Law for the better assuring the aforesaid premises
unto the said Elizabeth Fairney According to the true intant and meaning of
these presents—

Now the Condition of the above Writtery Obligation is such
that if the above bounden Shashapilly and Vassoo Davah pilly
their or either of their Heirs Executors or Administrators shall
pay or cause to be paid unto the above Named Elizabeth Fair-
-ney or her Certain Attorney Executors Administrators or Assigns
the full and just Sum of two Thousand five hundred Pagoda
and Interest thereon as aforesaid and at the time aforesaid
then the above written Obligation to be Void or else to be
and remain in full Force and Virtue—

Sealed and Delivered Whereno
Stampt paper is to be had In the
presence of

Bopham
P. M. Cassin

Sashapilly — L.S.
Vassoo Davah L.S.

true Copy.
Wy Du Pux

Dieree

Filed 13th March 1792

To the Honble the Mayors Court
at Madraspatnam—

Between The United Company
of Merchants of England trading to
the East Indies by Major General
Sir Archibald Campbell K: B:
their President and Governor of Fort
Saint George and its dependencies
and John Rolland James Henry
Casamajor and Robert Maunsell
Esquires Members of their Council at
Fort Saint George aforesaid Com-
plainants— and Charles Floyer
Esquire a Senior Merchant in the
Service of the said United Company
Defendant—

The humble Petition of George Moubray
of Fort St. George aforesaid Esquire Senior Merchant in the Service
of the said United Company and Vera Permall Pillay of Madras—
Merchant—

Most humbly sheweth

That Your Petitioner did on the twenty first day of
February last present a Petition to this Honble Court wherein they
stated a variety of Circumstances respecting their having become
Bail in the above Cause and urged many Reasons why they should
be relieved therefrom— Your Petitioner shew that the said Peti-
tion was duly filed but after the seleing thereof the Opposite
Attorney prayed a Week to shew Cause why Your Petitioners
said Petition should be taken off the File which this Honble

Court was pleased to grant and such Cause having come on to be
heard and determined on the third day of this Instant March the
Honble Court was pleased to Order that the same should be taken off
the File, by which said Order Your Petitioners humbly conceive them-
selves much aggrieved for the following among other Reasons—

First Because the Court having determined to receive
and file their Petition Your Petitioners conceives it was totally
irregular to take it again off the File but it should have been regular-
-ly answered and if the Court had then determined that the Grounds
of your Petitioners Application were Insufficient they might
have dismisses it in the same Manner as they do other Petitions—

Secondly— Because a Court of Law of Record as—
this Honble Court is must be ever open to all Applications that
may be made but the Part who makes this Application being
of course liable for the Costs in case he does not succeed and—
your Petitioners humbly conceive that they were fully entitled
to make the Application they did and that therefore the Me-
rits thereof ought to have been fully discussed upon as Issue
had thereon and not dismissed upon the Motion of the
Opposite Attorney—

Thirdly Because by rejecting their Petition they have
been totally precluded from all Kind of Enquiry into its Merits
which they have been advised if properly considered would have
shewn them entitled to the Reason they thereby sought—

Fourthly Because many of the Objections stated
in the Motion of the Opposite Attorney consisted of Facts—
without any Proof and therefore ought not to have been re-
corded upon the Minutes of this Honble Court or to have had

any

any weight in the Decision they were pleased to make —

For all which Reasons and for such others as may be offered they humbly pray the Permission of this Honble Court to appeal from their said Order to the Honorable the Court of Appeals —

And Your Petitioners shall ever pray —

V. Walker

J. Stuart Hall

Atty^s for Compl^t.

Extract from the Minutes of a Court Held at the Town all Thursday the 15th Day of March Anno Domini 1792 —

Present

Andrew Ross Esquire Mayor

Josias Du Pre Porcher — Henry Chichley Michell

Benjamin Roebuck — James Daly and

William Abbott — Aldermen

The United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K: B: John Holland James Henry Casamayor and Robert Maunsell Esquirs their Governor in Council of Fort St George —

vers

Charles Floyer

Petition of George Moubray and Veerapermall Pillah filed last Court Day Read —

The Court having taken the same into Consideration it is Ordered that the prayer of the Petitioners' Petitioner be over ruled —

821

Filed the 15th March 1792

In the Honble the Mayor's Court at Madrasapatnam

Between Manohara Doss administrator of Ram Doss Vencatadrey deceased Complainant and Gopaul Doss Govend Doss Deceased —

The Affidavit of Rawmyer

This Deponent maketh oath and Saith that he has known Appiah one of the Bail offered on the part of the Defendant in the above Cause upwards of Twenty Years and almost from his Infancy and Says that the said Appiah is a Servant to the Defendant above named that he has not any Estate either real or personal and that he is not worth one hundred Pagodas in the world — And this Deponent further upon his Oath Saith that he is well acquainted with Dawdoo Davy the other Bail also offered on the part of the above named Defendant for three years and upwards that his Circumstances how been and are so very low that he has not been able to pay this Deponent the Sum of One Pagoda and odd fanams which he the said Dawdoo Davy borrowed from him this Deponent some Years ago and of which he evades payment under pretences and promising day after day that he will pay and discharge the same —

(Signed) Rawmyer

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

Ranganaudom

Interpriter —

J. Stuart Hall for himself &c. John Hamilton } Atty^s for Compl^t.

Gentoo

823

Filed the 15th March 1792

In the Honble the Mayor's Court at Madraspatnam

Between Manohara Doss Administrator of Ram Doss Vencatadrey deceased Complainant and Gopaul Doss Govin Doss Defendant —

The Affidavit of Narasayah —

This Deponent maketh Oath and Saith that he has known Dawdoo Davy one of the Bail Offered on the part of the Defendant in the above Cause upwards of Ten Years and is perfectly Acquainted with his Circumstances and Says that he the Said Dawdoo Davy is in very impoverished Circumstances — and that he is not worth fifty Pagodas in the World. —

(Signed)
Narasyah

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

Ranganaudom
Interpreter

Stuart Hall — for himself } attys for Compltt
John Hamilton

Gintoo

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 20th Day of March Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck

Aldermen

Manahardoss Son and Administrator of Ragoonadadoss Vencatadry Deceased

Gopauldoss Govindoss

Affidavits of Rawmyer and Narasayah to the insufficiency of the Bail offered by the Defendant last Court day Sworn to before the Mayor and filed the 15th Instant — Affidavits Read — Ordered that the Defendant do put in better Bail —

Filed 20th March 1792

In the Honble the Mayor's Court at Madraspatnam

Between Sawmy Chitty and Cooty Chitty Complainants and Shake Meera Saib Mastry and Pattoo Mastry Defendant —

Tomboo Chitty of Madras Inhabitant Maketh Oath and saith that he the Deponent having been Examined and given his deposition in this Cause on the part of the Complainants above named he this Deponent did as he was directed by the Examiner of this Honble Court attend on a future day to sign his said deposition, and this Deponent further saith that the same not being then finished he this Deponent —

J. Stuart Hall — for himself } attys for Compts
John Hamelton

Deponent was Ordered to attend for the Said purpose some time in the Week last past but which this Deponent saith he was unable to do, from sickness with which he has been afflicted for some time past—

(Signed)
Tombos Chitty

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

Malabar

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 20th Day of March Anno Domini 1792—

Present
Andrew Ross Esquire Mayor
James Call and Benjamin Roebuck
Aldermen

Sawmy Chitty and Cootty Chitty
vers
Shake Meerah Saib Mestry and Pattoo Mestry

The Attorney for the Defendants prays that Publication may pass in this Cause—to which the Opposite Attorney objects and prays leave to file an Affidavit—and thereupon prays that one Week may be granted for the Examination of Witnesses—Ordered that One Week be allowed—

Filed 1st September 1792.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vadamala Pitta of Madras Inhabitant that Sawmy Naiker of the same place Inhabitant having occasion to borrow the sum of One hundred and fifty Star Pagodas applied to Your Orator to lend and Advance him the same Which Your Orator accordingly did to secure the repayment Whereof With Interest after the rate of Twelve per Cent per Annum the said Sawmy Naiker did by the name and Discription of Sawmy Son of Cambal-Lingapa Naiker of Maimbalam Execute unto Your Orator

Orator certain Mortgage Bond or Written Instrument be-
-aring date on or about the fourth Auvany in the Malabar
Year Visvauvasoo answering to the fourteenth day of August
which was in the Year of our Lord One thousand seven han-
-dred and Eighty five Whereby he acknowledged to have borro-
-wed and Received from Your Orator the said Sum of One
hundred and fifty Star Pagodas which sum of One hundred
and fifty Star Pagodas he the said Sawmey Naiker did there-
-by engage to Repay Your Orator together with the interest
thereof on or before the Tenth day of February then next ensu-
-ing the day of the date of the said Bond in default whereof
he the said Sawmey Naiker did by the said Mortgage Bond or
written instrument Authorize and empower Your Orator
to sue him for recovery thereof in this Honble Court as by the
said Mortgage Bond or Written instrument duly executed
by him the said Sawmey Naiker bearing date as aforesaid
and ready to be produced and proved to this Honble Court
relation being thereunto had it doth and may more at
large appear and Your Orator hath for the further infor-
-mation of this Honble Court herein Annexed to this his
Bill of Complaint a true and faithful Translation of the
said Mortgage Bond or Cadjan Writing which he prays
may be taken as part hereof and to which your orator
humbly Craves leave to refer Your Orator further sheweth
unto this Honble Court that the said Sawmey Naiker
now is and standeth justly and truly indebted unto Your
Orator for Principal Monies and Interest upon the
foot of the said Mortgage Bond in the Sum of Two-
-hundred and fifty Eight Star Pagodas and thirty five fanams
Current

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 three Pounds and Ten Shillings or thereabouts and your Orator sheweth unto this Honble Court that he hath frequently and in an Amicable manner applied to him the said Sawmy Naiker to pay off and discharge the said Sum of Two hundred and fifty Eight Star Pagodas and thir-
-ty five fanams — But now so it is May it please this Honble Court that the said Sawmey Naiker to injure and distress your Orator in this behalf obstenately and wilfully refuses to pay your Orator the said Sum of Two hundred and fifty Eight Star Pagodas and thirty five fanams or to make Your Orator any manner of Satisfaction touching the premises To the End therefore that he the said Sawmy Naiker may upon his oath full 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 ever hereagain Repeated and particularly interrogated and that he the said Sawmey Naiker may forthwith pay unto Your Orator the aforesaid Sum of Two hundred and fifty Eight Star Pagodas and thirty five fa-
-nams with all such Interest as shall hereafter become due thereon together with all Costs and Expences which Your Orator shall Sustain and be put to in Recovering the same or in default thereof that the Mortgaged premises Mentioned and set forth in the said Mortgage Bond or Cadjan Writing may be sold under the Decree of this Honble Court in satisfaction of Your Orators aid demand and that Your Orator may be further and therein -wise relieved in the premises According to Equity and good -Conscience and as the Nature of his Case shall Require. —
May it please this Honble Court to cause the said Sawmy Naiker 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 Hon'ble Court prefixed and appointed then and thereto 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.

Fort Saint George this 31st day of August 1791.

This Bill was shew to me in the days of adjournment let a summon issue returnable Next Court day.

John White Atty for the Complainant

Jos. Du Pré Porcher
Mayor

Translation of a Mortgage Bond dated 4th Auvany of Visvauvasoo Year answering to Anno Domini 14th August 1785.

I Sawmey Son of Cambal Lingapah Naiker of Maumbalam do give this Mortgage Bond to Vadamala pilla son of Coodaparoomah pilla of the same place That is to Say

I have Mortgaged to You my Ground & house Situated at Yalangauly Armoga Modelys Street (which is west to the Coatoogedungoo Street) South to the House of Dasapa naig & North to the House of Paroatam Peal Naiger together with the Bill of Sale thereof and borrowed & received of You the Sum of 150, one Hundred & fifty Star Pagodas Current Money of Madras which sum I do hereby engage to repay You on or before the 30 Thye or 10th February Next with all such Interest as shall or may become due thereon at the Rate of 12 pCt pr annum Indefault of Which You are hereby empowered to recover it by prosecuteing in the Honorable the Mayors Court Thus I have given this Mortgage Bond of Ground and House with my free will and Consent Witnesses

Myla Shamogaroya Moodeliar & Myla Latchmasing by their Knowledge this Mortgage Bond of Ground & House was drawn by Aulaudoo Raumausce

Witnesses Signed
Shanmogaroyan
Latchmasing

Signed Sawmey

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

Ranganaudom
Interpreter

a true Copy
John White Attorney for the Complainant

Filed the 19th Sept. 1791

In the Hon'ble the Mayors Court at Madraspatnam

Between Vadamala pilla of Madras Inhabitant Complainant And Sawmey Naiker of the same place Inhabitant Defendant

John White Atty for the Compt.

Vadamala pilla the above named Complainant Maketh Aath and saith that the Defendant above named now is and Standeth justly and truly Indebted to this Deponent in the Sum of Two hundred and Fifty Eight Ster Pagodas and thirty five fanams and upwards for Principal and Interest due on a Mortgage Bond bearing date on or about the fourth Auvany in the Malabar Year Visvauvasoo Answering to the fourteenth day of August which was in the Year of our Lord One Thousand Seven hundred and Eighty five and entered into by the said defendant to this Deponent for the recovery whereof This Deponent has

has filed his Bill of Complaint against the said Defendant in this Honble Court and this Deponent further saith that the said Defendant has been within the Jurisdiction of this Honble Court since the Cause of action accrued.—

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

Ranganandom
Interpreter

Malabar

Mayors Court at Madrasapatnam

Tuesday the 27th Day of March Anno Domini 1792.

Present
Andrew Ross Esquire Mayor
Henry Chichley Michell and James Daly
Aldermen

Between Vadamala pilla of Madras Inhabitant Complainant and Savony Naiker of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the Space of six Months / the time Limited in his Majesty's Charter / is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and as the Defendant has 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 Defendant shall pay unto the Complainant the full and Just Sum of Two hundred and Fifty Eight Star Pagodas and Thirty five fanams / Star Pagodas 258.35 - / 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.

Filed the 4th June 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth
unto this Honble Court Your Orator Edevery Ardiapah of
Madras Inhabitant by his attorney Etephen Avenjan of
the same place Inhabitant that Maddoore Venkatasay of
Masulipatam Inhabitant but at present of Madras Stands
justly and truely indebted unto Your Orator in the full and
just Sum of One Thousand One hundred and five 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 Four hundred and forty two
Pounds as will more fully and at large appear by the Copies
of an Account Current a Bond or obligation and an Assign-
ment hereunto Annexed for the inspection of this Honble
Court to which Your Orator begs leave to refer and prays the
same may be admitted as part of this his Bill of Complaint
the Originals whereof are in Your Orators Attorneys Possef-
-sion and Ready to be produced when required — And Your
Orator further Sheweth unto this Honble Court that he
hath frequently and in an Amicable Manner Requested
payment from the said Maddoory Venkatasay of the said
Sum of One Thousand One hundred and five Star Pagodas —

But now so it is may it please
this Honble Court the said Maddoory Venkatasay Obste-
-nately and willfully Refuses to pay the same or to give
Your Orator any Manner of Satisfaction touching the
premisses 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 Maddoory
Venkatasay 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
-in again Repeated and particularly Interrogated that he may be
Decreed to pay unto Your Orator the aforesaid Sum of One Thou-
-sand One hundred and five Star Pagodas with all such Interest
as now is or shall hereafter become due thereupon also all Costs
of this Suit.

May it Please this Honble Court to Cause
the said Maddoory Venkatasay to be Summoned and requi-
-red by the Sheriff of Fort Saint George Town of Madraspat-
-nam and the Districts thereof personally to be and appear be-
-fore 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.

G Kalmer
Atty for Complt

Fort St George
this 4th June 1790

This Bill was shewn to me between the days of
Adjournment And the Complainant having
sworn to the justness of his demand and that
he hath reason to believe that the Defendant
will abscond on hearing a Bill of Complaint
is filed against him let a Summon issue
returnable immediately and a Warrant
of Arrest issue thereon —

Ven Corbett
Mayor

Filed the 4th June 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth
unto this Honble Court Your Orator Edleverty Audiapah of
Madras Inhabitant by his attorney Edephen Avenjan of
the same place Inhabitant that Maddoore Venkatasay of
Masulipatam Inhabitant but at present of Madras Stands
justly and truely indebted unto Your Orator in the full and
just Sum of One Thousand One hundred and five 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 Four hundred and forty two
Pounds as will more fully and at large appear by the Copies
of an Account Current a Bond or obligation and an Assign-
ment hereunto Annexed for the inspection of this Honble
Court to which Your Orator begs leave to refer and prays the
same may be admitted as part of this his Bill of Complaint
the Originals whereof are in Your Orators Attorneys Posses-
-sion and Ready to be produced when required — And Your
Orator further Sheweth unto this Honble Court that he
hath frequently and in an Amicable Manner Requested
payment from the said Maddoory Venkatasay of the said
Sum of One Thousand One hundred and five Star Pagodas —

But now so it is may it please
this Honble Court the said Maddoory Venkatasay Obsti-
-nately and willfully Refuses to pay the same or to give
Your Orator any Manner of Satisfaction touching the
premises

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 Maddoory
Venkatasay 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
-in again Repeated and particularly Interrogated That he may be
Decreed to pay unto Your Orator the aforesaid Sum of One Thou-
-sand One hundred and five Star Pagodas with all such Interest
as now is or shall hereafter become due thereupon also all Costs
of this Suit.

May it Please this Honble Court to Cause
the said Maddoory Venkatasay to be Summoned and requi-
-red by the Sheriff of Fort Saint George Town of Madraspat-
-nam and the Districts thereof personally to be and appear be-
fore 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.

G Kalmer
Atty for Complt

Fort St George
this 4th June 1790

This Bill was shewn to me between the days of
Adjournment And the Complainant having
sworn to the justness of his demand and that
he hath reason to believe that the Defendant
will abscond on hearing a Bill of Complaint
is filed against him let a Summon issue
returnable immediately and a Warrant
of Arrest issue thereon —

Ven Corbett
Mayor

Dr. Maddoory Vencatasay in Accoun Curren with Elleverty Adiapah Cr.

1789 April 28th	To Cash paid as per Your Bond bearing date this day	1100	1789 May 28th	By Cash Received from you as per Receipt	100
The Wd April of	To Interest on 1100 Pagodas from 28th May 1789 to the 13th April 1790 is 10 Months and 15 days at 12 pr Cent pr Annum	115.23		By Interest from 28th May 1789 to 13th April 1790 is 10 Months and 15 days at 12 pr Cent pr Annum	10.23
Ordr of Court of 13th July 1790				By Ballance due to me	1105
G. Taylor Agt					
	Pagodas	1215.23		Pagodas	1215.23

Madras 13th April 1790

E. C. of (Signed) Elleverty Adiapah

True Copy
G. Chalmer
Atty for Compt.

Know all Men by these Presents that I Maddoory Vencatasay of Maculipatam Inhabitant am held and Firmly bound unto Elleverty Adiapah of Madras Inhabitant in the Penal Sum of Two Thousand & Two hundred Star Pagodas to the payment Whereof well and truly to be made to the said Elleverty Adiapah 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 Twenty Eight day of April in the Year One Thousand Seven hundred and Eighty Nine —

Star Pagd. 2200
Star Pag. 1100

Whereas the above bound Maddoory Vencatasay hath Borrowed and received of the above Named Elleverty Adiapah the full and just Sum of One Thousand and One hundred Star Pagodas to run at Interest at the Rate of Twelve (12) per Cent pr Annum payable on Demand —

Now the Condition of this Obligation is such, that if the above bound Maddoory Vencatasay his heirs Executors, administrators or Assigns shall well and truly pay or Cause to be paid unto Elleverty Adiapah his heirs Executors Administrators or Assigns the full and Just Sum of One Thousand and One hundred Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effects 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

(Signed) [illegible]

(Signed) [illegible]

(Signed) Narrain

True Copy
G. Chalmer
Atty for Compt.

Dr — Maddoory Vencatasay in Account Curren with Elleverty Adiapah — Cr

1789 th April 28	To Cash paid as per Your Bond bearing date this day	1100	1789 th May 28	By Cash Received from you as per a Receipt	100
The Wd April of inserted Dd Interest on 1100 Pagodas from 28th May 1789 to the 13th April 1790 is 10 Months and 15 days at 12 p Cent p Annum		115.23		By Interest from 28th May 1789 to 13th April 1790 is 10 Months and 15 days at 12 p Cent p Annum	10.23
				By Ballance due to me	1105
		Pagodas 1215.23			Pagodas 1215.23

G. Taylor Regr

Madras 13th April 1790

True Copy
G. Chalmer
Attyr for Complt

C. C. of (Signed) Elleverty Adiapah

Know all Men by these Presents that I Maddoory Vencatasay of Maculipatam Inhabitant am held and Firmly bound unto Elleverty Adiapah of Madras Inhabitant in the Penal Sum of Two Thousand & Two hundred Star Pagodas to the payment Whereof well and truly to be made to the said Elleverty Adiapah 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 Twenty Eight day of April in the Year One Thousand Seven hundred and Eighty Nine —

Star Pagd 2200
Star Pagd 1100

Whereas the above bound Maddoory Vencatasay hath Borrowed and received of the above Named Elleverty Adiapah the full and just Sum of One Thousand and One hundred Star Pagodas to run at Interest at the Rate of Twelve (12) per Cent p Annum payable on Demand —

Now the Condition of this Obligation is such, that if the above bound Maddoory Vencatasay his heirs Executors, administrators or Assigns shall well and truly pay or Cause to be paid unto Elleverty Adiapah his heirs Executors Administrators or Assigns the full and Just Sum of One Thousand and One hundred Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effects 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

(Signed) [illegible]

(Signed) [illegible]

(Signed) Narrain

True Copy
G. Chalmer
Attyr for Complt

To all to whom these presents shall come Greeting Whereas Maddoory Vencatasay of Masulipatam Inhabitant but at present of Madras in and by the Balance of an Account Current bearing date the Thirteenth day of April in the present Year of Our Lord One Thousand Seven hundred and Ninety Arising upon a Certain Bond or Obligation bearing date the Twenty Eight day of April in the Year of our Lord One Thousand Seven hundred and Eighty Nine Stands justly and truly indebted unto Elleverty Adiapah of Madras Inhabitant in the full and just Sum of One Thousand One hundred and five Star Pagodas Currant 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 forty two Pounds as more fully Appear by the said Account Current and a Bond or Obligation. Now known ye that the said Elleverty Adiapah for a Valuable Consideration to him in hand paid by Estephan Avenjohn also of the same place Inhabitant at or before the Sealing and delivery of these presents the Receipt whereof the said Elleverty Adiapah doth Acknowledge he the said Elleverty Adiapah for the said Consideration hath Assigned and Setover and by these presents doth Assign and Setover unto the said Estaphan Avenjan the said Account Current and a Bond or Obligation and the money or Amount Principal and Interest thereon due and Owing and which may be come due thereon and all his Right and Interest of in and to the same and every Part thereof And the said Elleverty Adiapah for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitutes and Appoints the said Estaphan Avenjan his heirs Executors Administrators or Assigns his true and Lawfull Attorney or Attornies

The Wad^d April^r inserted by Order of Court of 13th July 1790
G. Taylor Reg^r

Attornies Irrevocable for him and in his Name and in the Name and Names of his heirs Executors, Administrators, or Assigns, but for the Sole and proper Use and benefit of the said Estephan Avenjan his heirs Executors, Administrators or assigns to Ask Require demand and Receive of the said Maddoory Vencatasay his heirs Executors Administrators or Assigns the Money due and to became due on the said Account Current an a Bond or Obligation and on None payment thereof he the said Estaphan Avenjan his heirs Executors Administrators or Assigns to sue for and Recover the same and on payment thereof to deliver up and Cancil the said Account Current and a Bond or Obligation and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Estaphan Avenjan his Attorney or Attornies shall Lawfully do in the premises The said Elleverty Adiapah doth hereby Allow and Affirm and the said Elleverty Adiapah Doth Covenant with the said Estaphan Avenjan he the said Elleverty Adiapah hath not Received nor will Receive the said Money due or to become due on the said Account Current and a Bond or Obligation or any part thereof neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof the said Estaphan Avenjan Saving the said Elleverty Adiapah himself of and from any Costs that may happen to him thereby In Witness whereof the said Elleverty Adiapah hath hereunto Set his hand and Seal in Fort Saint George this Thirteenth day of April in the Year of Our Lord One Thousand Seven hundred and Ninety. —

(Signed) Elleverty Adiapah (L.S.)

Signed Sealed and delivered
Where no Stamp'd Paper is to be
had in the presence of
(Signed) [illegible]
(Signed) [illegible]

True Copy
G. Chalmer
Att^y for Comp^t

Filed the 4th June 1790

In the Honble the Mayor's Court at Madraspatnam

Between Ellwerty Adiapah of Madras Inhabitant by his Attorney Estaphan Ovenjan of the same place Inhabitant Complainant and Maddoory Veneatasay of Masulipatam Inhabitant but at present of Madras Defendant —

G. Chalmer Atty for Compt.

The Affidavit of Estaphan Ovenjan the above Named Compt.

This Deponent Maketh Oath and Saith that the above Named Defendant Stands justly and truely indebted unto him in the full and just Sum of One Thousand One hundred and Five Star Pagodas Current Money of Madras as will more particularly appear by the Copies of an account Current and a Bond or Obligation Annexed to this Deponents Bill of Complaint filed this day in this Honble Court and this Deponent further Maketh oath and Saith that he verily and truly believes that the said Defendant will abscond on hearring a Bill of Complaint is filed against him —

Estephen Ovenjan

Sworn to before me
this 4th June 1790
Venr. Corbett
Mayor

Filed the 27th July 1790

The Answer of Maddorey Veneatasay of Masulipatam Inhabitant to the Bill of Complaint of Ellwerty Adiapah of Madras Inhabitant by his Attorney Estaphan Ovenjan

This Defendan Saving and reserving to himself now and at all Times hereafter 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 doth conceive it necessary for him to make Answer unto he answereth and saith that altho he acknowledges to have executed the Bond on which the action is founded yet he does not admit that he stands indebted unto the said Complainant in the Sum of One Thousand One Hundred & five Star Pagodas as set forth in the Complainants Bill of Complaint and Account Current thereunto Annexed or in any other Sum or Sums of Money whatsoever for the Reason herein after set forth His Defendt. saith that he has for Years past acted as Gomastah to Cortooverty Veneatachellum late of Masulipatam Merchant deceased who had Many Money Concerns and Mercantile Dealings with several Persons and was Security also in many Cases, and among other matters of that Sort the said Cortooverty Veneatachellum became Security to Henry Chichley Michell Esquire then President at Maddapollam for a Sum of money which Jaggesnaut Row then of Masulipatam and since of Madras borrowed of the said Henry Chichley Michel — That before the Period for Payment expired the said Cortooverty Veneatachellum was taken ill and the said Henry Chichley Michell being informed thereof came to Masulipatam and got Security for the principal Part of the said Sum but before the Accounts were finally closed between this Defendants said Master

Master Cortoverty Venatachellum and the said Henry Chichley Michel the said Cortoverty Venatachellum departed this Life and immediately after his Death his Estate and Effects were seized by the Chief and Council of Masulipatam for some Balance for which the said Cortoverty Venatachellum owed to the Honble Company

This Defendant further saith that while the matter thus remaind this Defendant was ordered by the Chief and Council of Madraspatnam to come down to Madras to give Evidence in the Cause commenced in this Honble Court by Charles Floyer Esquire against the said Jaggernaut Row and accordingly this Defendant came to Madras and after his Arrival here Ravanapah Naick this Complainants Brother sent for this Defendant and told him that this Defendants said Master Cortoverty Venatachellum owed a large Sum of Money to the said Henry Chichley Michell for the Balance of Interest due on the aforesaid Bond and also some Money to the said Ravanapah Naick on Account of long Cloth and for Present Ica and desired this Defendant to sign a Bond for the same which this Defendant refused to do and in Consequence of such Refusall the said Ravanapah Naick kept Guard over this Defendant and declared that he would not permit this Defendant to quit his House until he had executed the Bond and the said Ravanapah Naick made use also of other Threats and this Defendant being a Stranger in this Country and ignorant of the British Laws he thought the said Ravanapah Naick might have had competent Authority to oblige this Defendant to sign any Account he might require as Gomastah of the said late Master Cortoverty Venatachellum, and the said Ravanapah Naick made out an Account as follows — that this Defendants said deceased Master Cortoverty Venatachellum owed to the Complainants Brother Four Hundred and thirty seven Pagodas and a Quarter and to the said Henry Chichley Michel Four hundred Pagodas and the said Ravanapah Naick promised to lend to this Defendant from his own Pocket One hundred and Sixty two Pagodas and three Quarters in order to shew to this Defendants that he was doing a great Piece of Service to this Defendant in accommodating this Matter in such a friendly manner for all which the said three several Sums making one Thousand and one Hundred Pagodas the said Complainant who is the Brother of the said Ravanapah Naick this Defendant further saith that the said Ravanapah Naick instead of paying this Defendant the said One Hundred and Sixty two Pagodas and three Quarters made the Complainant give a Receipt to this Defendant for One Hundred Pagodas as if received in Part Payment of the said Bond and credited in the Account Current annexed to the Bill of Complaint and for the Balance of Sixty two Pagodas and three Quarters gave this Defendant some long Cloth to that Amount —

This Defendant saith that from the Beginning to the End of the Business in Question he had acted only as Gomastah to the said Cortoverty Venatachellum and as a Proof thereof he prays leave to annex hereunto Copies of the Translations of an Account Current and Agreement from the Originals in the Gentoo Language now in his Possession and ready to be produced if required and prays the same may be taken as Part of this Answer which said Account Current and Agreement are signed by Codandara made the Youngest Brother of the Complainant and of the said Ravanapah Naick and said to be by the Consent of the said Ravanapah Naick who is the Person that forced this Defendant to sign the Bond in Question as above stated — by both which it appears that Cortoverty Venatachellum is the Principal Person and this Defendant therefore only the Gomastah And this Defendant Saith —

saith that even in the Supposition of her being a Principal nevertheless the Claim of the Complainant is uncertain for the said Agreement refers to a Paper in the Hands of the Weavers at Masulipatam and fixes the Amount thereof at Three Hundred and Ninety one Pagodas and says if it differs therefrom a Deduction is to be allowed — This Defendant saith that the Papers in Question is among the Papers of the said Controversy Venkatachellum which were seized by Order of the Chief & Chief and Council of Masulipatam immediately after the Death of the said Controversy Venkatachellum and for ought this Defendant knows to the contrary it may not amount to a fourth of that Sum —

This Defendant solemnly declareth that the above is a true Statement of what passed respecting the said Bond of One Thousand and one Hundred Pagodas and respecting this Defendants Situation in Comparison with the Complainant and he further saith that the said Bond was taken from this Defendant by Compulsive Means and that he never received any Consideration whatever in Money or Goods save and except the Long Cloths to the said Amount of Sixty two Pagodas and three Quarters which Sum this Defendant is ready to pay and now tenders to this Honble Court with Interest thereon from the Date of the said Bond and he prays the same may be received in full Discharge of the Complainants Claim on this Defendant — This Defendant saith he hath since heard that all Accounts between the said Henry Chichley Michell and Controversy Venkatachellum have been settled and that no Balance whatever is now owing to the said Henry Chichley & Michell so that the Pretence of the said Ramanah Naick respecting

respecting the said pretended Balance from this Defendant said deceased Master Controversy Venkatachellum to the said Henry Chichley Michell on Account of Interest must have been ill founded —

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 —

Popham
Atty for Defendt —

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

Ranganaudom
Interpreter

Dr ..... An Account of Crootteveaty Vencatauchelam ..... Cr

		Pag.	F.	C.
1789 April 29th	To the Amount of Long Cloth bought at Maudavy Pokam after having deducted the sum paid in part thereof	391	"	"
	Cutnam or Enam	200	"	"
	Interest on the above Sums from Chitra Soodda Paudiyamey of Plavanga year or 27th March 1787 to this day being 25 Months at 12 p Ct p Annum	591	"	"
	Batta in Exchanging into Star Pag.	79½	"	"
	Total	89¾	"	"
		710¼	"	"

Signed Codandaraumoodoo by the Consent of Ravanapah Naick

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

Ranganaudom
Interpreter

	Pag.	F.	C.
By the Amount of the Rent of the Villages of Calayampoody and Palavaram	200	"	"
By Advance made to the above Villages	25	"	"
By Paulaparty Sawmey	28	"	"
By the Amount of an order given on Elavarty Vendiapa on the 29th April 1789	273	"	"
	437¼	"	"
Total	710¼	"	"

a True Copy
Popham

Translation of a writing Dated Vysauga Soodda Tadiah Augauraca Vauram of Soumeya Year answering to Anno Domini 29th April 1789 —

I Elavarty Ravanapah do give this writing to Maddoory Vencatasauye That is to say

The Paper writing with the Signature of the Weavers being in Your Possession at Masulipatam regarding the Long Cloths which I ordered to supply Crootty venty Vencatauchelam and on our Examining the Accounts at Madras we having settled the Amount to be (391) Three hundred and ninty one madras Pagodas On the Perusal of the Paper signed by the Weavers if it be agreeable to this it is right but if there be any difference the Deduction is to be allowed That this paper was wrote Voluntarily —

Signed Codandaraumoodoo by the Consent of Elavarty Ravanapa

a True Translation as near as can be from the Gentoo Language —

Ranganaudom
Interpreter —

a True Copy
Popham

Jantes

Filed the 14th Sept. 1790.

The Replication of Elleverty Adiapah of Madras Inhabitant by his attorney Estephen Ovenjan Complainant To the answer of Maddoory Vencatasay of Masulipatam Inhabitant but at present of Madras Defendant.

This Repliant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Adventage of Exception to the Many Errors Uncertainties Insufficiences 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 Setforth and alledged and that the Answer of the Defendant is very evasive and in sufficient in the Law, And for further Replication this Repliant saith that he does Still Maintain and Support that the said Defendant stands justly and truely indebted unto this Repliant in the full and just sum of One thousand one Hundred and five Star Pagodas Current Money of Madras as the same is Justly and truly Stated in his Bill of Complaint and the Account Current thereunto Annexed. And this Repliant positively denies that the Bond upon which he has brought his Action Copy whereof is to the Bill of Complaint annexed was Obtained.

obtained by Compulsive Means as is falsely Set by the said Defendant in his Answer Stated, on the Contrary this Repliciant positively maintains as he trusts he will hereafter fully prove that it was granted to him by the said Defendant for a Valuable Consideration being on Accounts of Certain Monies Advenced by the Repliant at his the Defendant particular Instance and Request and in Order to illustrate this transaction and to place it in a fair and Simple point of view, This Repliant prays leave to Set forth the following detail of facts - To Wit That some time in the Month of March, which was in the Year of Christ One Thousand Seven hundred and Eighty Nine the said Defendant under a pre-tence of being indebted to Certain persons of Madras in Considerable Sums of Money and whom he Represented to be prissing and Solicitous in their demands applied to this Repliant to advence a sum of Money Sufficient to enable him the said Defendant to pay off and discharge the same, That in Consequence of the very Urgent importunities of the said Defendant and from Faithful assurances of being Speedily repaid this Repliant did promise to use his Utmost indeavour to rais the necessary Sum - This Repliant saith that the said Defendant did particularly Represent to him, That he the said Defendant was indebted to Henry Chichley Michell of Madras Esquire and to Ravanapah naick in the sum of One Thousand and one hundred Pagodas Current Money -

Money of Madras which debt he felt himself Anxious to discharge and therefore pressed this Repliant in the most Urgent Manner to raise the Necessary sum Offering there upon to pass his Bond for the full amount with Interest at the Rate of 12 per Cent per Annum and payable on demand, and this Repliant saith that having Consented thereto the Bond which to this Repliant's Bill is annexed was Accordingly drawn out and being duly exe-cuted by the said Defendant in the presence of the Sub-scribing Witnesses thereunto Named was by him deli-vered to this Repliant after which this Repliant did at the Request and desire of the said Defendant send by his Servant the Sum of Five Hundred Pagodas Current money of Madras to the said Henry Chichley Michell who immediately gave a Receipt to the Defendant's name for the Amount thereof, and this Repliant did also Cause to be paid to the said Ravanapah Naick for and on Account of the said Defendant - And at his parti-cular Request the Sum of Four Hundred Pagodas Current money of Madras and for which he also granted a Receipt to the said Defendant this Repliant further saith that being unable at the time to raise the Residue of Two hundred Pagodas which sum was wanted to Complete the

the

the Amount of the said Bond as granted That he made an Offer to the said Defendant of goods to that amount which the said Defendant Refused to Accept of But at the same time agreed to take goods to the Value of One hundred Pagodas and a Receipt for the remainder which Receipt this Repliant accordingly drew out and delivered to the said Defendant by way of a Voucher or acknowledgement of having Received so much in part payment of the said Bond, And for which this Repliant has given due Credit in the Account Current to his Bill of Complaint annexed as by the said Account Current relation being thereunto had doth and will more fully and at large Appear. And this Repliant for further Repliation saith that It is very immaterial to him and totally foreign to the present Matter whether he the said Defendant has for Years past acted as Gomastah to Controversety Venatachellum late of Madulipatnam Merchant deceased or not or whether he the said Controversety Vencatachellum had many Money and dealings with Several persons or whether he become Security in many Cases, Because such transactions and dealings if any has ever been can have no manner of Relation to or Concern with nor can they in any Measure effect the Action of this Repliant which is in itself a Clear and distinct transaction being on Account of money advanced by this Repliant as aforesaid for and on behalf of the said Defendant and for which he has granted his Written Bond or Obligation. And this Repliant saith It is also immaterial whither the said Defendant was or was not Ordered by the Chief and Council of Masulipatnam to come to Madras to give evidence in the Cause Commenced Against Charles Floyer Esquire by the Honble Company And therefore such Matter being totally foreign to the Subject now in Agitation before this Honble Court the introducing of it is altogether impertinent And this Repliant saith he is intirely ignorant of the Transactions which the said Defend-

has asserted to have taken place between him and the said Ravanappa Naick for this Repliant saith that if the said Ravanappa Naick for this Repliant saith that if the said Ravanappa Naick has obtained from him a Bond in this Repliants Name by threats and other Compulsive means It is a transaction unknown to this Repliant who has no Concer therewith This Repliant however saith from the following matter Stated in the Defendants Answer To Wit "The said Ravanappa Naick Instead of paying this Defendant the said Sum of One hundred and Sixty two Pagodas and three quarters made the Complainant gave a Receipt to this Defendants for one hundred Pagodas as if Received in part payment of the said Bond" That the whole appear to be a false and Slanderous assertion tending to Calumniate and traduce the said Ravanappa Naick and to favor his the Defendants Own evil and litigious intentions For this Repliant Solemnly Avers that no such transaction took place with him, And that he never did at the Request of the said Ravanappa Naick grant to the said Defendant any such Receipt nor can the said Defendant show or produce any Receipt whatever this Repliant save and except that which has been admitted as aforementioned and for which due Credit has been given in the Account Current to this Repliants Bill of Complaint Annexed And this Repliant for further Replication saith that the said Defendant Never did at any time previous to the filing to this Answer attempt to dispute the legality and Justice of this Repliants demand, On the Contrary when the Bond was presented to him for payment through the means of different persons He faithfully promised to discharge and pay off the same at all times expressing a grateful sence for the great indulgence Which had been Shewn to him — And this

Repliant

Repliant saith that it is in Consequence of those promises having been repeatedly broken that he has been forced to have recourse to Coercive Measures to recover that which an amicable and forbearing Conduct had failed to Obtain him. This Repliant saith that since the Institution of the Suit the said Defendant has also frequently acknowledged and Confessed the Justice of this Repliants demand and in Order to induce this Repliant to withdraw proceedings against him has made several Overtures and Suggested different Modes of liquidating or Otherwise Settling his debt particularly by proposing one Jaggernot Row a Native of Masulipatnam But now of Madras Inhabitant formerly a renter of the district of Masulipatnam to become Security for him by passing his Bond to this Repliant for the Amount of the Debt and this Repliant saith he has Stated the a forgoing Facts In Order to expose the litigious Conduct of the Defendant and to Shew the grounds upon which he is Defending the present suit. And this Repliant saith he knows Nothing of the Matter Contained in the Account Current nor of the Paper Writing Copies whereof are to the Defendants Answer annexed And the same being totally irrelevant and in nowise Connected with the Subject Matter this Repliant Conceives it to be unnecessary for him to make any further or Other Reply thereto.—

All which Matters and things this repliant 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 Bill of Complaint he hath already prayed.—

G. Chalmer
Atty for Repr.

Filed the 19th Octr 1790

The Rejoinder of Maddoorey Vincatasay to the Replication of Elleverty Adiapah by his Attorney Estephen Ovanjan

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benifit and adventage 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 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 Defects and Imperfections therein Contained and for further Rejoinder this Defendant doth still insist that the Bond was taken by Compulsive means and without any Consideration whatever paid to this Defendant except the Long Cloaths to the Amount of the said Sum of Sixty two and three quarter Pagodas.—

This Defendant positively denies that the assertion of the Repliant respecting this Defendants Pecuniary embrassments and his Application to the Repliant to be relived therefrom are founded and he also denies that he ever Owed a Pagoda to the said Henry Chichley Michell or Ravanapah Naick but insisteth that the Transaction was as is related to in his Answer namely that he Acted only as Gomastah to the said Coortoovenly Vencatachellum in what he did and that it was in Consequence of the Compulsive

Compulsive measures adopted against him in Manner as in his answer and he saith that the Repliant did not deliver him goods to the amount of One hundred Pagodas nor to any other or further Amount than the said Sum of Sixty two and three Quarter Pagodas.—

This Defendant Solemnly believeth that the Repliant Cannot be uninformed of any part of the transaction respecting the Bond in Question but that he is Conscious of his name being used by his said Brother Ravanapah Naick to deceive and delude this Defendant.—

This Defendant Saith that it is true he made repeated Promises of Payment and proposed an Accomodation of the Demand at various times after the Bond was executed but he did so under the same impression which actuated him at the time he signed it namily the Opinion of the Compitency of Ravanapah Naick to Oblige this Defendant's former Master Coortooventy Vencatachillum for whom he Acted as Dubash may have owed.—

All which Matters and things this Defendant is ready to Aver Maintain and prove in such Manner and Form as this Hon'ble Court Shall Direct and therefore humbly Prays as before in his said Answer he hath already Prayed.—

Popham
Atty for Defendant.

Soobaya Braminy
Narrain Moodelly
Henry Chichley Michell Esqr.
Shake Mahomed
Mutta Pilla
&
Codunta Rama Naick

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 Elwerty Audiapah by his attorney Estephon Ovenjohn of Madras Inhabitant Complainant and Maddoory Vencatasay 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 respectively declare the truth and your knowledge herein

Soobaya Braminy — Interrogatory 2d. Do you or Do you not know or have you heard whether the Defendant in the title of these Interrogatories named did some time in the Year of Christ One Thousand Seven Hundred and Eighty Nine, or at any Other and what time, apply to the Complainant also in the Title of these Interrogatories Named for the loan of a Certain Sum of Money, If Yea — to what Amount? Did or Did not the said Defendant Say that He Stood indebted to Certain persons in Considerable Sums of Money and who by name, and did he or did he not Urge and importune the said Complainant to make good the Loan in Order that he might be enable to discharge the said Debtore how Otherwise Did or Did not the said Complainant promise and Undertake to raise the Sum required? did or did not the said Defendant thereupon execute a Bond for

Defendant in the Title of these Interrogatories Named has Since the Institution of the present Suit Sent frequent Messages to the Complainant Offering to Accomodate the Matter Now in Conteste If yea? what were the terms proposed and Did the Complainant Agree to Accept of them or not, Did or did not the said Defendant in Your presence or in the presence of any Other person and whom and at what place and time Acknowledge the Justness of the Complainants Demand? Had the Complainant and Defendant ever in Your presence any interview on the subject or not If Yea? Did any and what Conversation pass between them Respecting the Suit, Now in question Set forth the particulars at large according to the Best of Your knowledge Remembrance and belief and the truth declare —

To all the Witnesses } Interrogatory 9th 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 Benefite and adventage of the Complainant 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. Chalmer

Atty for Complainant

Star Pag. 2200 —
Star Pag. 1100 —

Know all Men by these Presents, that I Maddury Venkatasay of Masulipatam Inhabitant am held and firmly bound unto Ellaverty Adiapah of Madras Inhabitant in the Penal Sum of Two Thousand and Two hundred Star Pagodas to the payment whereof well and truly to be made to the said Ellaverty Adiopah 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 Twenty Eight day of April in the year one Thousand Seven Hundred and Eighty Nine —

Whereas the above bound Maddury Venkatasay hath borrowed and received of the above named Ellaverty Adiapah the full and just sum of One Thousand and One hundred Star Pagodas to run at interest at the rate of Twelve /12/ per Cent per Annum Payable on Demand. —

Now the Condition of this Obligation is such, that if the above bound Maddiry Venkatasay his Heirs, Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto Ellwarly Adiapah his heirs, Executors, Administrators or assigns, the full and just sum of One Thousand and One hundred Star 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. —

[illegible] L.S.

Signed, Sealed and delivered where no Stamp'd Paper is to be had, in the Presence of —

[illegible]

Narrain

This Exhibit Marked A was shewn to Soobaya Braminy & Narrain Moodeliar alias Narrain Veerapah Mood.r at the respective times of their Examination before me on the Parte of the Compl.t in a Certain Cause now depending in the Hon.ble the Mayor's Court at Madraspatnam wherein the said Eleverty audiapah by his atty Estephan Avenjohn is Compl.t & Maddoory Vencatasoy is Defendant was on the 13th March, & 6th Day of April anno Domini 1791. —

Benj Branfill
Ex.r

Mayors Court at
Madraspatnam

Between Eleverty audiapah
by his attorney Estephen Ovenjohn
of Madras Inhabitant Compl.t
and Maddoory Vencatasoy 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 —

Soobaya Braminy Conicoply of Madras Aged twenty Six Years or thereabouts — being produced as a Witness in this Cause On the Parte of the Complainant was on the thirteith Day of March One Thousand Seven hundred and ninty One, signefied at the Office of Mr. Stephen Popham who is attorney for the Defendant by Casavah my Servent 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 Eleverty Audiapah in this Cause, and that he both so known him ten Years or thereabouts — & that he doth know the Defendant Maddoore Vencatasay in this Cause, & that he hath so known him three Years or thereabouts and more he saith not to this first Interrogatory —

2nd. — To the second Interrogatory this Deponent saith, he doth know that the Defendant in the title of these Interrogatories Named did some time in the Year of Christ One Thousand Seven hundred and eighty nine, apply to the Complainant also in the title of these Interrogatories named, for the loan certain Sum of Money — & further saith, that such loan amount to the sum of One Thousand One hundred Pagodas This Deponent saith, that the Defendant did say that he stood indebted to Mr. Michell in a considerable sum of Money — & further saith, that the Defendant did urge & importune the said Compl.t to make good the Loan in order that he might be inabled to discharge the said Debt. This Deponent

Deponent saith, that the Complainant did undertake to raise the sum required — & and further saith, that the Defendant did thereupon executed a Bond for the Sum of One Thousand One hundred Pagodas — and more he saith not to these second Interrogatory —

3d. — To the third Interrogatory this Deponent hath look at the paper Writing now produced & shewn to him at this the time of his examination marked with the letter A purporting to be a Bond or Obligation, & says, that such bond or Obligation was signed Sealed & delivered in his presence by the Defendant — & further saith, that the Defendant did execute the same of his own free Will & accord — & that he, this Deponent was on of the subscribing Witnesses — to the signing & delevery thereof. This Deponent saith, that his Name set and subscribed as a Subscribing Witness thereto, is of his own proper hand Writing — & further saith, that he doth know the hand Writing of the other Witness — & that he saw him set & 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 some time on or about the Twenty eight day of May, which was in the year One Thousand Seven hundred and eighty Nine, pay the sum of Four hundred Pagodas to one Ravanapah Naick in the pleadings of this Cause Named — & further saith, that be order of the Defendant he did pay the aforementioned Sum of Four hundred Pagodas to Ravanapah Naick in full discharge of the Money borrowed of him by the Defendant — This Deponent saith that one Codundah Ramanaidoo was present when he this Deponent paid such Sum of Money — & further saith, that Ravanapah Naick did give a Receipt or Voucher for the amount he so received. This Deponent saith, that the tenor of the said receipt or Vouchers, was, that he, the said Ravanapah Naick acknowledged to have received the amount of the aforementioned Sum of Four hundred Pagodas — & that such receipt was given to the Defendants. This Deponent saith, that he

believes —

believes the said receipt now to be in the possession of the Defendant — and more he saith not to this fifth Interrogatory —

6. ——— To the sixth Interrogatory this Deponent saith, that the proposal made by the Complainant for completing the amount of the Bond Marked with the letter A, now produced & shewn to him, at this the time of his examination was, that he the Complainant should pay in ready Money the Sum of Nine hundred Pagodas — One hundred Pags worth of Long Cloth, and his the Complainants receipt, for the remaining One hundred Pags — & further saith, that such proposal was agreed to by the Defendant. This Deponent saith, that the said Bond was compleated, by ready Money, Goods & receipt, as herein before Stated — and more he saith not to this or the last Interrogatory —

Joseph Shawe
Exr

Mayors Court at
Madraspatnam

Between Elverty Audiapah by his attorney Etiephne Averjohn of Madras Inhabitant Complainant and Maddoory Venceatasay 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 —

Narrain Moodelliyar alias Narrain Veerapah Moodelliar Dubash of Madras Aged thirty three Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the Sixth Day of April One Thousand seven hundred and Ninety One Signified at the Office of Mr Stephen Popham who is attorney for the Defendant — by Casavah my Servant who also left him a Note of the Name Title

Title and Place of Abode of the said Deponent and afterwards. At the same Day being Sworn and Examined Deposeth is followeth —

1st. ——— To the first Interrogatory this Deponent saith, that he doth know the Complainant Elverty audiapah in this Cause, and that he hath so known him about twenty Years — & that he doth know the Defendant Maddoory Venceatasay in this Cause, and that he hath so known him about two years & an half — and more he saith not to this first Interrg —

3d. ——— To the third Interrogatory this Deponent hath looked at the paper Writing now produced & Shewn to him of his execution marked with the letter A, purporting to be a bond or Obligation, & says, that such bond or obligation, was signed, Sealed & delivered in his presence by the Defendant — & further saith that the Defendant did execute the same of his own free Will & accord — This Deponent saith, that he was a subscribing Witness, to the signing and delivery thereof — and further saith, that his this Deponents Name set & Endorsed as a Subscribing Witness thereto, is, of his own proper hand Writing. This Deponent saith, that at the he doth not himself know the hand Writing of the other Witness, yet he was informed both from the other Subscribing Witness & the Defendant named in this Cause that it was the proper hand Writing of the other Witness — and more he saith not to this or to the last Interrogatory —

Joseph Shawe
Exr

Mayors Court at
Madraspatnam

Between Elverty audiapah by his attorney Etiephen Averjohn of Madras Inhabitant Complainant and Maddoory Venceatasay of the same place Inhabitant Defendant

On the Part of the Complainant.

Deposition

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

Henry Chichley Michell Esq.r a senior Merchant on the Madras Establishment Aged thirty Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the second day of March One Thousand Seven hundred and Ninety One Signefied at the Office of Mr. Stephen Popham who is Attorney for the Defend.t by Casawah my Servent who also left him a Note of the Name Title & 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 Elverty Audiapah in this Cause, & that he hath so known him upwards of thirteen Years — & that he doth know the Defendant Maddorry Venkatasay in this Cause, & that he hath so known him about three Years — and more he saith not to this first Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that he did, some time in the Year One Thousand Seven hundred and eighty Nine receive the Sum of Five hundred Pagodas from Cjint Ramadoo Brother to the Complainant in the title of these Interrogatories Named — & further saith, that he this Deponent received the said Sum of Five hundred Pagodas on Account of Some Mercantile transactions with Cotilly Venkatachellum the Gomastah of Juggapah, Commonly called Rajah Behauder. This Deponent saith, that the said Sum of Five hundred Pagodas was passed in Account with Cjant Ramadoo the Brother to this Deponent's former Dubash, between whom there was an indifferent Account — and more he saith not to this or the last Interrog.s

Joseph Shawe
Esq.r

H. C. Michell

Mayors Court at Madraspatnam

Between Elverty Audiapah by his Attorney Estephen Avenjohn of Madras Inhabitant Complainant and Maddorry Venkatasay 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 —

Shake Mahomed Peon of Madras Aged thirty One Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the thirtieth Day of March One Thousand Seven hundred & Ninety One Signefied at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Casawah my Servent who also left him a Note of the Name Title & Place of Abode of the said Deponent and afterwards On the same Day being Sworn & Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Elverty Audiapah in this Cause, & that he hath so known him about Nine Years — & that he doth know the Defendant Maddorry Venkatasay in this Cause, & that he hath so known him about two Years — and more he saith not to this first Interrog.y —

5th ..... To the fifth Interrogatory this Deponent saith, that he did on or about the twenty eighth day of May which was in the Year One thousand Seven hundred and eighty Nine pay the sum of Four hundred Pag.s to one Ravanapah Naick in the pleadings in this cause Named — & further saith, that he paid such sum by order & direction of the Defendant for the purpose of discharging the amount due to the said Ravanapah Naick by the Defendant — This Deponent saith, that there was a person of the Name of Cdundah Ramah Naidoo present, when he this Deponent paid the said Sum

of

of Four hundred Pagodas to Ravanapah Naick — & further saith, that the said Ravanapah Naick gave his receipt for the amount he so received — This Deponent saith, that the Tenore of such receipt was the acknowledgement of the aforementioned amount — & further saith, that such receipt was given to the Defendant in whose possession he this Deponent believes the said receipt now to be — and more he saith not to this fifth Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent saith, that he was sent to demand from the Defendant payment of the Bond now in question marked with letter A — & further saith, that he was sent at the particular Instance & request of the Complainant — & that he, this Deponent was so sent every day during the Space of three Months — This Deponent saith, that the Defendant always promise to discharge the same — and more he saith not to this, or to the last Interrogatory —

Joseph Shawe
Exr.

Mayor's Court at
Madraspatnam

Between Eleverty Audiapah by his attorney Stephen Avenjohn of Madras Inhabitant Complainant and Maddoory Vencatasay 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 —

Mutta Pilla Conicoply of Madras Aged thirty Nine Years or thereabouts — being produced as a Witness in this Cause On the Part of the Complainant was on the twenty eight Day of February One Thousand Seven hundred and Ninety —

Ninety One signified at the Office of Mr. Sephen Popham who is Attorney for the Defendant by Casavah my Servent who also left him a Note of the Name Title & 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 Eleverty Audeapah in this Cause, and that he hath so known him about thirteen Years — & that he doth know the Defendant Maddoory Vencatasay in this Cause, & that he hath so known him about four Years, — and more he saith not to this first Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent saith, that he was sent to demand from the Defendant payment of the Bond now in question marked with the letter A — & further saith, that he, this Deponent was sent about twenty times at the particular en instance & request of the Complainant. This Deponent saith, that the Defendant did always promise to discharge the same — & more he saith not to this Seventh Interrogatory —

8th ..... To the eight Interrogatory this Deponent saith, he doth know that the Defendant in the title of this Interrogatories Named has Since the Institution of the present suit, sent frequent Messages to the Complainant offering to accommodate the matter now in Content — & further saith, that the times proposed were, that the amount of the Money due to the Complainant, should be discharged by two different installments, through the means of Juggapah Pintalosh — which terms were not accepted of by the Complainant. — This Deponent saith, that the Defendant did in the presence of this Defendant & one Shack Mahomet acknowledge in his, the Defendant's House some time in the Month of March the justness of the Complainants demand this Deponent saith, that the Compt. & Defendant never had in his presince any interview or conference on the Subject — and more he saith not to this, or to the last Interry

[illegible]

Joseph Shawe
Exr.

Mayor's Court at Madraspatnam

Between Elverty Audiapah by his Attorney Stephen Ovenjohn of Madras Inhabitant Complainant & Maddoory Vencatasay of the same place Inhavitant Defendant.

On the Part of the Complainant

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

Codunta Rama Naick Dubash of Madras Aged twenty five Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the twenty eighth Day of February One Thousand Seven hundred and ninty One Signefied at the Office of Mr. Stephen Popham who is attorney for the Defendt. by Casavah my Servant who also left him a Note of the Name Title & 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 Elverty Audiapah in this Cause, and that he hath so known him about fifteen Years — & that he doth know the Defendant Maddoory Vencatasay in this Cause, & that he hath so known him about five Years — and more he saith not to this first Interrogatory.

8th ..... To the eighth Interrogatory this Deponent saith, he doth know that the Defendant in the title of these Interrogatories Named, has Since the institution of the present Suit, frequently sent Messages to the Complainant Offering to accommodate the matter now in contest — & further saith, that the terms proposed were, that the Defendant would discharge the debt due to the Complainant in two Several payments, by means of Juggapah Puntalos — which terms were rejected by the Complainant — this Deponent saith, that the Defendant did acknowledge in his own house the justned of the Complainant demand in the presence of this Deponent, & one Mutta Pilla — but cannot recall to his remembrance the precess time, when such acknowledgement was made by the Defendant — & further saith, that the Complainant & Defendant had an interview on the subject in question in this Deponent's presence. This Deponent saith, that the conversation that passed between the said parties respecting the suit now depending — was, that the Defendant promised to discharge the contents of the Bond executed by him, the said Defendant to the Complainant by raising Money on the Mortgage of the Bill of Sale of his, the Defendants House — and more he saith not to this or to the last Interrogatory.

Joseph Shawe
Ex.

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 Mayor's Court at Madraspatnam Wherein Elverty Adiapah of Madras Inhabitant by his attorney Stephen Ovenjan of the same Place Inhabitant is Complainant and Maddoroy Vencatasay of the same Place Inhabitant is Defendant.

On the Part and Behalf of the Defendant

To all the Witnesses ..... 1st 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.—

To Seenapah Puntaloo
Aunadanavoo Puntaloo
&
Puntoubie Ramadoo — 2nd — Did You or did You not know one Coortooverty Vencatachellum formerly of Masulipatam deceased, if yea, did or did not the Defendant Act as his Gomastaho And do You or do you not know or can you or can you not setforth whether the said Coortooverty Vencatachellum had not many Money Concerns and Merchantile Dealings with several Persons and whether he was not Security also in many Cases and among other Matters whether he did not become Security to Henry Chickley Michell Esquire then Residing at Madepollam for a Sum of Money which Jaggernaut Row then of Masulipatam and afterwards of Madras borrowed of the said Henry Chickley Michell and whether before the time for Payment expired the said Coortooverty Vencatachellum was or was not taken ill and Whether if the said Henry Chickley Michell did not in Consequence thereof Come to Masulipatam and get Security for the Principal part of the said Sum but whether before the Accounts were finally Closed between the said Coortooverty Vencatachellum and the said Henry Chickley Michell the said Coortooverty Vencatachellum did not depart this Life And do You or do You not know whether the Defendant was or was not Ordered by the Chief and Council of Masulipatam to Come down to Madras to give Evidence in a Cause Commenced in this Honble Court by Charles Floyer Esquire against the said Jaggernaut Row.—

To Ditto — 3rd — Do You or do You know or can You or can You not Setforth Whether upon the Arrival of the Defendant in this Cause at Madras in the Year of Our Lord One Thousand Seven hundred and Eighty the Complainant's Brother in this Cause Named Ravanapah Naick did or did not send for the Defendant and tell him that the Defendants said Master Coortooverty Vencatachellum Owed a large Sum of Money to the said Henry Chickley Michell for the Balance of Interest due on Bond and also some Money to the said Ravanapah Naick on Account of Long Cloth and for Present &c. And whether he did or did not desire the Defendant to Sign a Bond for the same and whether or not the Defendant Refused to Sign any such Bond and Whether in Consequence of such Refusal the said Ravanapah Naick did not keep Peons over the Defendant And whether he did not declare that he would not permit the Defendant to quit his House untill he had executed the Bond and whether the said Ravanapah Naick did or did not make use of other Threats and whether the Defendant did not in Consideration of such Threats executed the Bond upon which the present Action is brought against him And do You or do You not know or can you or can you not Setforth Whether the said Defendant Received any and what Consideration for the Same.—

To Henry Chickley Michell — 4th — Did or did not Coortooverty Vencatachellum late of Masulipatam Merchant become Security to you for a Sum of Money which Jaggernaut Row then of Masulipatam and since of Madras borrowed of you — Was or was not the said Coortooverty Vencatachellum taken ill before the Period for Payment of his Security Bond expired? And did You or did you not in Consequence thereof go to Masulipatam and get Security for the Principal part of the said Sum and did or did not the said Coortooverty Vencatachellum depart this Life before the Accounts were finally Closed.— Did You or did you not at any time whatever lend and advence unto the Defendant the Sum of Five Hundred Pagodas or any other and What Sum — and did You ever Received any and what Sum of Money from the Complainant

Complainant towards the Payment of Coortooverty Vencatachellum Debt to You and did you ever grant any Receipt for the same —

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 which may tend to the Benefit or adventage of the Defendant besides what you have already been interrogated to, if Yea, relate the same as you know have heard or do believe together with the reasons of such your belief as fully and effectually as if you had been thereunto particularly interrogated. —

Popham
Atty for Defendant

Mayor's Court at
Madraspatnam

Between Elleverty Adiapah of Madras Inhabitat by his Attorney Stephen Avenjohn of the Same place Inhabitant Complainant and Maddarey Vencatasay 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 —

Puntaubee Ramadoo Conicoply of Masulipatam Aged twenty Nine Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the Nineteenth Day of February One Thousand Seven hundred & Ninty One Signified at the Office of Mr. George Chalmer who is Attorney for the Complainant by Casovah my Servant who also left him a Note of the Name Title & 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 Elleverty Adiapah in this Cause, and that he hath so known him about Seven or eight Years — and that he doth know the Defendant Maddorey Vencatasay in this Cause, and that he hath so known him about ten Years — and more he saith not to this first Interry —

2nd ... To the Second Interrogatory this Deponent saith, that he did know Coortooverty Vencatachellum formerly of Masulipatam deceased — & further saith that the Defendant did act as his Gomastah. This Deponent saith that the said Coortooverty Vencatachellum had many Money concerns and Merchantile dealings with Several persons, and that he the said Coortooverty Vencatachellum was security also in many cases, & among other Matters — he the said Coortooverty Vencatachellum did became Security to Henry Chichley Michell Esquire then residing at Masulipaham for a sum of Money which Jaggernaut Row then of Masulipatam and afterwards of Madras, then borrowed of the said Henry Chichley Michell Esqr. & further saith, that before the time for payment expired the said Coortooverty Vencatachellum was taken ill — & that the said Henry Chichley Michell Esqre. did in consequence thereof came to Masulipatam & got security for the principal part of the said sum — but before the accounts were finally closed between the said Coortooverty Vencatachellum & the said Henry Chichley Michell Esqre. the said Coortooverty Vencatachellum departed this life. This Deponent saith he doth know that the Defendant was ordered by the Chief & Council of Masulipatam to came down to Madras to give evidence in a Cause commenced in this Honble Court by Charles Floyer Esqre. against the said Jaggernaut Row — and more he saith not to this Second Interrogatory —

3 — To

3d. To the third Interrogatory this Deponent saith, he doth know that upon the arrival of the Defendant in this Cause at Madras in the year of our Lord One Thousand Seven hundred and eighty eight — the Complainant Brother in this Cause named Ravanapah Naick did send for the Defendant & tell him that the Defendant's said Master Coortooverty Vencatachellum did owe a large sum of Money to the said Henry Chichley Michell Esqre for the balance of Interest due on Bond & also same Money to him the said Ravanapah Naick on account of Long Cloth & for presents &c — & further saith that he the said Ravanapah Naick did desire the Defendant to sign a bod for the same — & that the Defendant did refuse to sign any such Bond. This Deponent saith in consequence of such refusall, the said Ravanapah Naick did keep Peons over the Defendant, & he the said Ravanapah Naick did declare that he would not permit the said Defendant to quit his House untill he had executed the Bond. This Deponent saith, that the said Ravanapah Naick did make use of other threats, & that the Defendant did in consideration of such threats execute the bond, upon which the present action is brought against him — & further saith that the said Defendant received the sum of Fifty Star Pagodas in consideration for the same — and more he saith not to this, or to the last Interrogatory —

Mayor's Court at Madraspatnam

Between Ellwerty Adiapah of Madras Inhabitant by his attorney Stephen Avenjohn of the same Place Inhabitant Complainant and Maddarey Vencatasay 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 —

Henry Chichley Michell Esqre a Senior Merchant on the Madras Establishment Aged thirty Years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant was on the second Day of March One Thousand Seven hundred & Ninty One Signified at the Office of Mr George Chalmer 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 Ellwerty Adiapah in this Cause, & that he hath so known him upwards of thirteen Years — & that he doth know the Defendant Maddorey Vencatasay in this Cause, & that he hath so known him about three Years — and more he saith not to this first Interrogatory —

4th. To the fourth Interrogatory this Deponent saith, that Coortooverty Vencatachellum late of Masulipatam Merchant did become Security to this Deponent for a sum of Money which Jaggernaut Row then of Masulipatam & Since of Madras borrowed from

from him— & further saith, that at this great distance of time he cannot possibly recall to his remembrance— but to the best of his recollection believes that the said Cottoverty Venkatachellumma died when ill before the period for payment of this Security Bond expired— Deponent saith that he did in consequence thereof write to Madras for the sum of Pagodas part of the said sum— but the security this Deponent first obtained being Mortgages on a Quantity of Teak Wood, & Houses situated in the Port of Masulipatam not being in the judgement of this Deponent sufficient tho all that he could at that time obtain, he again went to Masulipatam & with great difficulty prevailed on Cotty Venkatachellum to give him more substantial security— & further saith, that to the best of this Deponents recollection, the said Cottoverty Venkatachellum did depart this life before the Accounts were finally closed. This Deponent saith, that he doth not recollect that he ever advanced the sum of Five hundred Pagodas to the Defendant— & further saith, he received the Pagodas from the Complainant towards the payment of Cottoverty Venkatachellum's debt on Account of Mercantile transactions— & more he saith not to this or to the last Interrogatory—

Joseph Shawe
Ex.

H. C. Michell

To all to whom these Present shall come Greeting Whereas Maddoory Venkatasay of Masulipatam Inhabitant at but at Present of Madras in and by the Balance of an Account Current bearing date the thirteenth day of April in the Present Year of our Lord One thousand Seven hundred and ninety arising upon a Certain Bond or obligation bearing date the Twenty

Twenty Eighth day of April in the Year of our Lord One thousand Seven hundred and Eighty Nine stands justly and truely Indebted unto Elleverty adiapah also of Madras Inhabitant in the full and just Sum of One Thousand One hundred and five 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 Four hundred and forty Two Pounds as more fully appear by the said Account Current and a Bond or obligation Now know ye that the said Elleverty adiapah for a Valuable Consideration to him in hand Paid by Stephen Avenjar also of the same Place Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof the said Elleverty adiapah doth hereby acknowledge He the said Elleverty Adiapah for the said Consideration hath assigned and setover and by these Presents Doth assign and setover unto the said Stephan Avenjar the said Account Current and a Bond or obligation and the Money or amount Principal and Interest thereon due and owing and which may become due thereon and all his right and Interest of in and to the same and every Part thereof and the said Elleverty Adiapah for the Consideration aforesaid hath made Constituted and appointed and by these Presents Doth make Constitute and appoint the said Stephen Avenjar his heirs Executors Administrators or assigns his true and Lawfull Attorney or attornies Irrevocable for him and in his name and in the Name and Names of his heirs Executors Administrators or assigns but for the sole and Proper use and benefit of the said Stephen Avenjar his heirs Executors Administrators or assigns to ask require demand and Receive of the said Maddoory Venkatasay his heirs Executors Administrators or assigns the Money due and to become due on the said Account Current and a Bond or obligation and—

and on none Payment thereof he the said Estephen Avenjon his heirs Executors Administrators or assigns to sue for and Recover the same and on Payment thereof to deliver up and Cancel the said account Current and a Bond or obligation and give sufficient releases and and discharges therefore and one or more attorney or attornies under him to Constitute and whatsoever the said Estephen Avenjon his attorney or attornies Shall Lawfully do in the Premises the said Ellaverty adeapah doth hereby allow and affirm and the said Ellaverty Adeapah Doth Covenant with the said Estephen Avenjon he the said Ellaverty Adiapah hath not Received nor will receive the said money due or to be come due on the said account Current and a Bond or obligation or any Part thereof neither shall or will release or discharge the same or any Part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Estephen Avenjon saving the said Ellaverty Adiapah harmless of and from any Costs that May happen to him thereby In Witness whereof The said Ellaverty adiapah hath hereunto Set his hand and Seal in Fort St. George This Thirteenth day of April in the Year of Our Lord One Thousand Seven hundred and Ninety —

Signed Sealed and delivered where no Stempt Paper is to be had in the Presence of — —

[illegible]

[illegible]

Ellaverty Adiapah (L.S.)

Filed 30th March 1792

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th day of February Anno Domini 1792 —

Present

Andrew Ross Esqr. Mayor

James Call & Hy. Chy. Michell

Aldermen

Ellaverty Audiapah by his Attorney Estephen Avenjon

vers

Madoory Vencadasay

Ordered that this Cause do Come on to be Heard on Tuesday next —

A True Extract

G. Taylor Regr.

In the Honble the Mayors Court at Madraspatnam —

Between Elaverty Audiapah by his attorney Estephen Avenjon of Madras Inhabitant Complainant and Madoory Vencatasay of the same Place Inhabitant Defendant.

The Affidavit of Thomas Jones one of the Surjeant of this Honble Court —

This Deponent Maketh Oath and Saith That He did on the thirteenth Day of February Last past Serve the above named Defendant with a Copy of the Within Extract by Leaving the same at his House —

Thos. Ives

Fort St. George

this 30th March 1792

Sworn to in Court

G. Taylor Regr.

Mayors Court at Madraspatnam

Friday the 30th Day of March Anno Domini 1792 –

Present

Andrew Ross Esquire Mayor

John Mitford and William Abbott Aldermen –

Between Elleverty Adiapah of Madras Inhabitant by his Attorney Estephan Ovenjon of the same place Inhabitant Complainant and Maddoory Vencatasay of Masulipatam Inhabitant but at present of Madras Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attorney for the Complainant (the Attorney for the Defendant having declined Acting) on Reading the Affidavit of Thomas Ives of Service of Notice of Hearing, The Complainants Bill with Copies of an Account Current and a Bond or Obligation together with an Assignment Annexed, The Affidavit of Estephen Ovenjon, The Defendants Answer with Copies of two Exhibits Annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with a Bond Marked A Annexed, The Interrogatories and Depositions on the part of the Defendant One Exhibit on the part of the Complainant On Hearing the Pleadings made Use of by the Attorney for the Complainant 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 One Hundred and Five Star Pagodas / Star Pagodas 1105 — / together with all such Interest as now is or shall hereafter become due therein untill full payment is made also all Costs of this Suit

Huz

Filed 3th April 1792 –

Extract from the Minutes of a Court Hell at the Town Hall on Tuesday the 6th Day of March Anno Domini 1792 –

Present

Andrew Ross Esquire Mayor

John Mitford and James Daly Aldermen

Amordow Pillah

vers

Paransody Moodelly and Antoney Moodelly

Mr Peter Walker Attorney for the Defendant Paransody Moodelly prays leave to decline Acting for want of money and Instructions Ordered Accordingly – unless Cause be 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 Mayors
Court at Madraspatnam.

Between Amordew Pillah
Complainant Paransody Moo-
delly and Antoney Moodelly
Defendant

The Affidavit of Thomas Ives one of Serjeant of this Honble Court

This Deponent maketh Oath and Saith that on the 2d Instant he did personally attend at Paranjody Moodelly one of the above named Defendant Dwelling House at Choppauck in Order to Serve him the said Defendant with a Copy of the within Extract of Court from hone this Deponent did leave at his said Dwelling House the said Copy of the said Extract

Thos Ives

Sworn to in Court
this 3d April 1792.

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 3d Day of April Anno Domini 1792.

Present
Andrew Ross Esquire Mayor
William Webb and John Mitford
Aldermen

Amordow Pillah
vers
Paransody Moodelly and Antoney Moodelly

Affidavit of Thomas Ives of Service of Notice upon the Defendant Paransody Moodelly of his Attorney having prayed leave to decline acting Sworn to in Court read and filed this day - Ordered that Mr Peter Walker be permitted to decline acting - The Attorney for the Complainant prays that the Defendant Paransody Moodelly may by next Court day appoint another Attorney to Act for him in the room of Mr Peter Walker who has had permission to decline acting - Ordered Accordingly -

Filed 18th June 1791.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Peter Massey Esqr Agent for the Madras Exchange Company that Francis Swain Ward Esqre Stands indebted unto Your Orator as Agent as aforesaid in the full and just Sum of Two hundred and Eighty eight Star Pagodas and Twenty eight Fanams Current Money of Madras making in Sterling Money of Great Britain

Britain at the rate of eight Shillings for every Pagoda the sum of One hundred and fifteen Pounds Nine Shillings and three pence as by the Account Current Copy whereof is hereunto Annexed may appear the Original whereof is in the possession of Your Orator and Ready to be produced if 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 Eighty eight Pagodas and Twenty Eight Fanams

But now so it is and may it please this Honble Court the said Francis Swain Ward 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 Francis Swain Ward may upon his Corporal oath full true direct and perfect Answer make to all and singular the matters and things herein set forth and that 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 Two hundred and Twenty eight Pagodas and Twenty Eight 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 to cause the said Francis Swain Ward 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.

Bepham
Atty for Compt.

10 June 1795. This Bill was shewn to me between the days of adjournment let a summon issue returnable Next Court Day — Jon. Dubois Porcher Mayor

Dr. Francis Swain Ward in Account Current with Peter Negapatam Cashery Company — Cr.

1795						
May 31	To Ball.				By Cash	181 " "
June 11	To Ditto	1200	15	10	By Ditto	150 " "
July 24	To Ditto for Pintow		10	02	By Ditto	190 " "
Aug. 2	To Ditto		10	02	By Ditto	100 " "
Aug. 4	To Ditto for 2 Days		3	12	By Ditto	100 " "
Aug. 2	To Ditto for 2 Days		1	8		
Aug. 1	To Ditto for 2 Days		3			
Sept. 8	To Ditto		2	12		
	To Balance		284	10		
			1200	"		630 " "
			22	19		
			80	"		
			14	33		
			5	11	17	
			28	8	26	
			630	"	"	

Errors Excepted
Madras 31st May 1795
as true Copy
Bepham
Atty for the E. Company

E. E. Ward Sagrs

E. E. Ward Sagrs 630 " "
Court Costs 6 " "

Filed the 28th June 1793

The Demurrer of Francis Swain Ward Defendant to the Bill of Complaint of Peter Massey Cassin Agent for the Madras Exchange Company Complainant

This Defendant by Protestation not Confessing or Acknowledging all or any of the matters in the Complainants Bill to be true in such sort manner and form as the same are therein and thereby set forth and alledged doth Demur thereunto and for Cause of Demurrer saith that it appears by the Complainants said Bill that the scope and end thereof is to be relieved of the sum of Two hundred and Eighty Eight Pagodas and Twenty Eight Fanams and Interest thereon therein set forth and thereby charged to be due and owing by this Defendant to the Complainant as the pretended agent of a pretended Exchange Company for Cause of Demurrer this Defendant sheweth that by the Complainants own shewing he is no more than the agent of a pretended Exchang Company and that the names of the Persons composing the same are not set forth in the said Bill and that by reason thereof they are not made parties thereto and therefore and for other good Cause or Causes of Demurrer in the Complainants said Bill contained and as to so much of the Complainants said Bill as is Demurred unto as aforesaid this Defendant doth Demand the Judgment of this Honble Court whether this Defendant shall be Compelled to make any answer thereunto otherwise than as aforesaid and this Defendant humbly prays to be hence dismissed with his Costs in the Law most wrongfully Sustained —

Stuart Hall
Jno Hamilton
Attys for Defts

Filed the 4th Oct. 1793

Know all Men by these presents that I Francis Swain Ward am held and firmly bound unto Peter Massey Cassin Agent for the Madras Exchange Company in the Penal Sum of Five hundred Pagodas to the payment whereof well and truly to be made to the said Peter Massey Cassin or his certain Attornies Executors Administrators or assigns I do hereby bind and Oblige myself my Heirs Executors and Administrators firmly by these presents Sealed with my Seal and dated this Seventh day of September in the Year of Our Lord One Thousand Seven hundred and Ninety One —

Whereas the said Peter Massey Cassin did as Agent to the said Madras Exchang Company on the Eighteenth day of June which was in the Year of our Lord One thousand Seven hundred and Ninety One file a Bill of Complaint in the Honble the Mayors Court at Madraspatnam against the said Francis Swain Ward for the recovery of the Sum of Two hundred and Eighty eight Pagodas twenty eight Fanams as by the said Bill now of Record in the said Mayors Court will more fully appear —

And whereas the said Peter Massey Cassin and Francis Swain Ward have agreed to refer all matters in dispute between them relative to the said Cause to the award judgement final End and determination of Robert Hewitt, John William Chater, and Robert Henderson, of Madras Merchants Arbitrators indifferently chosen by and between the said Parties to Investigate all such Points and Matters as are now in dispute between the parties in the said Cause —

Now therefore the Condition of this Obligation is such that if the above bounden Francis Swain Ward shall in all things stand to, observe perform fulfill and keep the award Judgment final End, and Determination which the said Arbitrators or the Majority of them shall make and set down in writting under their Hands and Seals on or before the Seventeenth day of September instant then this Obligation to be Voide otherwise to

to remain in full force and Virtue.

And it is hereby agreed by and between the said parties that these presents and the Submission hereby made of the said Matters in Controversy shall be made a Rule of the said Honble the Mayor's Court at Madras patnam to the end the said parties in difference shall be finally concluded by the said Arbitration of these presents Indented pursuants to the late act of Parliament in that case made and provided

Sealed and Delivered (where no Stamped Paper is to be had) in the presence of

F. Swain Ward (L.S.)

Wm de Tessier Lt 15 Han.
George Chuden Ens^e 15th Regt. Han.

George Chuden Ensign in His Majesty Fifteenth Hanoverian Regiment maketh Oath and saith that he saw the within Francis Swain Ward duly subscribe his name to and deliver as his Act and Deed the within Paper purporting to be an Arbitration Bond from the within named Francis Swain Ward to the Within named Peter Massey Cassin —

Sworn in Madras
this 27th day of Sep^r
1791.

George Chuden
Ensign of His Majesty's
16th Han: Reg^t

Before me —

J. Daly Ald^r

Filed the 4th Octr 1791

To all People to whom this present Writing Indented of Award shall come We Robert Hewitt, William John Chater and Robert Henderson of Fort Saint George Merchants, send Greeting Whereas there are several Accounts depending, and diverse Controversies and Disputes have lately arisen, between Peter Massey Cassin of Fort Saint George Merchant, of the one Part and Francis Swain Ward Lieutenant Colonel in the Service of the Honble Company of Merchants of England Trading to the East Indies of the other Part touching and concerning a Certain Account between the said Parties and Submitted to our Examination and Decision And whereas for putting and End to the said Differences and Disputes, they the said Peter Massey Cassin and Francis Swain Ward by their several Bonds or Obligation, bearing date the seventh day of September One Thousand seven hundred and Ninety One, or Reciprocally bound each to the other, in the penal Sum of Five hundred Star Pagodas to stand to, abide, perform, and keep the award order and final Determination of us the said Robert Hewitt, William John Chater and Robert Henderson, Arbitrators indifferently chosen, between the said Partise, to arbitrate and decide upon a Balance of an Account amounting to Star Pagodas Two Hundred and Eighty eight and Twenty eight fanams claimed by the said Peter Massey Cassin from the said Francis Swain Ward so as the said award by made in Writing under our hands and Seals, and ready to be delivered to the Parties in Defference, on or before the Twentieth September instant, as by the said in Part recited Bonds, or Obligations, with the Conditions there underwritten

underwritten, may appear. Now know ye, that we the said Arbitrators, whose Names are hereunto Subscribed, and Seals affixed have taken upon us the Burden of the said Award, and having fully examined, and duly considered the Proofs and Allegations of both the said Parties, do, for the settling Amity and Friendship between them make and publish this Award, by and between the said Parties in manner following, that is to say, First, We do Award and order, that all Actions, Suits, Quarrels, and Controversies whatsoever had moved, Arisen or depending between the said parties, in Law or Equity, for any manner of Cause whatsoever, touching the said Premises, to the day of the Date hereof, shall cease and be no further prosecuted, and that each of the said Parties shall bear and pay his own Costs and Charges, in any wise relating to or concerning the same Premises, and we do also Award and order, that the said Francis Swain Ward shall pay or cause to be paid to the said Peter Massey Casin his Heirs Executors Administrators or Assigns the Sum of Two hundred and Eighty Eight Star Pagodas and twenty eight Fanams within the space of One month with Interest at the rate of Twelve per Cent per Annum from the date hereof. And lastly, We do Award and Order, that the said Peter Massey Casin and Francis Swain Ward on the receipt of the several sums of Money shall in due form of Law execute each to other of them, or to the others Use, general Releases sufficient in Law to the Releasing, by each to the other of them, his Heirs, Executors and Administrators, of all Actions, Suits, Arrests, Quarrels, Controversies, and Demands whatsoever, touching or concerning the Premises aforesaid, or any Matter or thing therein to relating, from the Beginning of the World to the Seventh day of September in the Year of Our Lord One Thousand Seven hundred and Ninety One.

Signed Sealed and Delivered whereon Stamped paper is to be had or is generally used in the presence of

James McDonall
Neal Mackenzie
Vizagapatam

R. Hewitt (L.S.)
(L.S.)
R. Henderson (L.S.)

Robert Henderson one of the Arbitrators above named maketh Oath and saith that the above named Robert Hewitt and this Deponent duly executed the above Award on or before the 19th day of Sept. last past being within the period permitted by the Arbitration Bonds—

R. Henderson

Sworn in Court this 4th Oct. 1791.

G. Taylor
Regr.

Filed 4th Oct. 1791

In the Honble the Mayors Court at Madraspatnam

Between Peter Massey Casin Complainant — and — Francis Swain Ward Defendant

The Affidavit of Robert Henderson of Fort Saint George Merchant —

The above named Robert Henderson maketh Oath and saith that Robert Hewitt William John Chater and this Deponent after having deliberately investigated the merits of the Matter in dispute between the above named Complainant and Defendant under a Bond of Arbitration referred to them by the said Parties did unanimously agree on the same to be paid by the said Francis Swain Ward to the said Peter Massey Casin and that William John Chater did with his own hand write the words stated in the accompanying Paper Writing marked A and purporting to be the sum which the said Francis Swain Ward was awarded to pay to the above named Peter Massey Casin but when the award was drawn out in form for signature by the said Arbitrators the said William John Chater refused to sign the award because the said Robert Hewitt

Hewitt and this Deponent refused to sign an allowance of time for satisfying the Award to the extent wished for by the said William John Chater—

This Deponent further saith that thereupon the said Robert Hewitt and this Deponent signed the award within the time premited and sent a Copy thereof unto the said Frances Swain Ward and the Paper Writing hereunto annexed marked B is the Answer received from the said Frances Swain Ward on receiving the said Copy of the Award, the Original whereof the said Robert Hewitt and this Deponent delivered within the time premited unto Peter Maffey Caffin to whom the payment of the sum of Two hundred and Eighty Star Pagodas and Seven by Eight Fanams by the said Francis Swain Ward was adjudged within One month from the date of the said award with the Interest at the rate of Twelve per Cent per Annum—

R. Henderson

Sworn in Court
this 4th day of Octr 1791

C. Taylor
Regr

A

Col Ward is allowed for the ning Winds Rs 80 Pags

We the undersigned Arbitrators having met at the Cachange this 13th of September 1791 On the Difference between Col: F. S. Ward & P. M. Caffin Esqrs and having carefully Examined the papers laid before us by both parties, do hereby award, that Col: F. S. Ward cannot be considered as ever having been Architect to the Cachange Company

And that the said Col: F. S. Ward is justly & truely indebted to the aforesaid P. M. Caffin in the sum of Two Hundred & Eighty eight Star Pagodas, twenty eight Fanams—

Messrs Henderson and Hewit

Gentlemen

I have Received the Copy of Your Award and am Gentlemen

Your Obt Servt

F. S. Ward

Filed the 25th Octr 1791

In the Honble the Mayor's
Court at Madraspatnam

Between Peter Maffey Caffin
Complainant
and
Francis Swain Ward Defendant—

The above named Peter Maffey Caffin maketh oath and saith that the above named Francis Swain Ward hath not yet performed the Award made on an Arbitration referred to Robert Hewitt William John Chater and Robert Henderson whereof the Award is under the hands and seals of Robert Hewitt and Robert Henderson the Majority of the said Arbitrators under oath the Thirteenth day of September last and now of Record in this Honble Court and this Defendant further maketh oath and saith that he sent the accompanying account to the said

Francis—

P. M. Caffin

Francis Swain Ward with a Letter demanding the Payment thereof the time being expired, to which demand this accompaning Paper Writing is the Answer from the said Francies Swain Ward and thies Deponent lastly saith that he hath not to this day received any part of the Money so due to this Deponent under the said Award

Sworn in Madras this 25th day of Octr 1791.

P: M: Cassin

Before me

J. Daly Aldn

Lt Colonel Francis Swain Ward ..... Dr

1791.

Septr 13th To Amount Awarded me this day as entered in the Records of the Honble the Mayor's Court } 288. 28.

Octr 15th To Interest on the above to this date as pr Award, being 1 Month 2 Ds @ 12 pr Cent pr Annum } 3. 3. 42

Fort St George 15th October 1791. Star Pagodas 291. 31. 42

E. E. pp P: M: Cassin

Sir

I really do not know how You State Your Account Current against me and therefore wish to be furnished with Yours, in order that I may arrange my own

I am Sir

Madras the 15th Octr 1790

Yours &c &c

F. S. Ward

Filed the 25th Octr 1791

In the Honble the Mayor's Court at Madraspatnam

In a Matter of an Award

Between Peter Massey Cassin Agent of the Madras Exchange Company and

Francis Swain Ward

Exceptions taken by the above named Francis Swain Ward to the award made by Robert Hewett and Robert Handerson & delivered into this Honble Court by the above named Peter Massey Cassin

First. Becaus the said pretended award is not in conformaly to the submission of the said Peter Massey Cassin as the Agent of the Madras Exchang Company and this Exceptant but a total departure therefrom for as much as by the said Submission the said arbitrators were confined specially & specifically to such points and Matters as were in dispute between the said Peter Massey Cassin as the Agent of the said Madras Exchange Company and this Exceptant in a Cause pending in this Honble Court so herein the said Peter Massey Cassin as the Agent of the said Madras Exchange Company was complainant and this Exceptant was Defendant whereas the said award makes no Mention of the said Madras Exchang Company nor of the said Peter Massey Cassin as the Agent thereof

Secondly Because the said arbitrators have exceeded the authorely to them granted by the said Peter Massey Cassin as the Agent of the said Madras Exchange Company and this Exceptant which confined them the said Arbitrators to such points & matters as were in dispute between the said Peter Massey Cassin as the Agent of the said Madras Exchange Company and this Exceptant in a Cause pending in this Honble Court wherein the said Peter

Peter Maffey Caſsin as the Agent of the ſaid Madras Exchange Company was Complainant and this Exceptant Defendant and it appears upon the face of the ſaid award that the ſaid Arbitrators have given ſuch their award upon ſeveral Accounts depending and upon the Balance of an Account and upon diverſe controverſies and diſputes that had ariſen between the ſaid Peter Maffey Caſsin in his own right and this Exceptant —

Thirdly. Becauſe the ſaid Arbitrators have by their ſaid award awarded that this Exceptant do pay unto the ſaid Peter Maffey Caſsin in his own right and not as the Agent of the ſaid Madras Exchange Company a certain ſum of money in the ſaid award ſet forth and thereby and by reaſon thereof the ſaid Arbitrators have exceeded their authority inaſmuch as this Exceptant ſays that the ſaid Arbitrators are confined by the ſaid ſubmiſſion of the ſaid Peter Maffey as the Agent of the ſaid Madras Exchange Company and the Exceptant and not in their own right to ſuch points and matters as were in diſpute between the parties in a Cauſe depending in this Honble Court wherein the ſaid Peter Maffey as the Agent of the ſaid Madras Exchange Company was Complainant and this Exceptant was Defendant and which ſaid Cauſe is and by the ſaid Submiſſion in particularly referred to, to which this Exceptant now begs leave to refer and by which it will appear that the ſaid Peter Maffey Caſsin as Agent of the ſaid Madras Exchange Company did exhibit and file a Bill of Complaint in this Honble Court againſt this Exceptant and that thereto this Exceptant did appear and file a Demurrer and for Cauſe of Demurrer did ſhew want of Parties and did thereupon pray Judgment of this Honble Court thereon ſo that in fact the only point by the ſaid Submiſſion of the ſaid Parties ſubmitted to the Arbitration of the ſaid arbitrators was a point of Law which they have not taken notice of nor were they competent to determine thereon —

Fourthly Becauſe the ſaid award is not mutual but of the one part only for firſt the mutual believes ordered by the ſaid award are to be made between the ſaid Peter Maffey Caſsin in his own right and this Exceptant whereas they ought to have been ordered to be made between the ſaid Exchange Company & this Exceptant —

And Laſtly because the parties in the award are not parties to the ſubmiſſion which ſhews that Peter Maffey Caſsin as the Agent of the ſaid Madras Exchange Company and the award takes no notice thereof but the ſaid arbitrators have given their ſaid award as if the ſaid Peter Maffey was before them in his own right —

Wherefore this Exceptant prays that the ſaid award of the ſaid Robert Henderſon and Robert Hewitt may be ſet aſide as inconſiſtent uncertain and illegal and conſequently null and void —

Stuart Walk } Attys for Exceptt
Jn.o Hamelton }

Filed the 29th November 1793

In the Honble the Mayors Court at Madraspatnam

In a matter of an award Between Peter Maffey Caſsin Agent to the Madras Exchange Company and Francis Swain Ward —

Anſwer of Peter Maffey Caſsin to the Exceptions of Francis Swain Ward take to the award made by Robert Hewitt and Robert Henderſon and delivered into this Honble Court by the abovenamed Peter Maffey Caſsin In Anſwer of the Firſt Exception this Reſpondent ſaith that the words of

reference

Reference in the said Award lies entirely entered the Judgment
given thereby with the Bond of Submission to which it refers that they
become as it were one and the same thing for the said Account Re-
cites as follows to wit "and Whereas &c for the putting an End
to the said differences and disputes they said Peter Mafsey Caſsin
and Francis Swain Ward by their several Bonds or Obligations
bearing date the Seventh Day of September One Thousand Seven
Hundred and Ninety One are Reciprocally bound to each other
in the Penal Sum of Five Hundred Star Pagodas to stand to abide
perform and keep the Award Order and final determination of
in the said Robert Rewitt William John Chater and Robert Hender-
son Arbitrators indifferently chosen between the said Parties to
Arbitrate and decide upon a Balance of an Account Amounting
to Star Pagodas Two hundred and Eighty eight Twenty eight Fa-
nams claimed by the said Peter Mafsey Caſsin from the said
Francis Swain Ward or the said Award be made in writing
under our hands and Seals and ready to be delivered to the parties
indifference on or before the Twentyeth September instant as
by the said in part recited Bonds or Obligations with the Condi-
tions thereunder written may appear" which said recited Bonds
or Obligations expressly mention this Respondent as Agent
for the Madras Exchange Company and the Bond or Obligation
refers also to the Suit now in this Honble Court respecting the
said Matters for the said Bond of Submission Executed by the
said exceptant and now of Record in the Honble Court recites
or follows to wit "Whereas the said Peter Mafsey Caſsin did or
Agent to the said Madras Exchange Company on the Eighteenth
day of June which was in the Year of our Lord One Thousand
seven hundred and Ninety One file a Bill of Complaint in
the

the Honble the Mayors Court at Madraspatnam against the said Fran-
cese Swain Ward for the recovery of the sum of two Hundred and Eighty
eight Pagodas Twenty eight Fanams as by the said Bill now of
Record in the said Mayors Court will more fully appear And
Whereas the said Peter Mafsey Caſsin and Francis Swain Ward
have agreed to Refer all matters in dispute between them Rela-
tive to the said Cause to the award Judgement final End and
determination of Robert Rewitt William John Chater and Robert
Henderson of Madras Merchants Arbitrators Indifferently
chosen by and between the said parties to investigate all such Points
and matters as are now in dispute between the said Parties in
the said Cause"

And the Condition of the said Bond is that if the said
Francis Swain Ward shall in all things stand to observe per-
form fulfill and keep the Award Judgment final end and
determination which the said Arbitrators or the Majority of them
shall make or set down in Writing under their hands and Seals
on or before the Twentieth day of September then instant and
now past and ties aforewards agreed that the said Bond and the
Submission thereby made should be made Rule of this Honble
Court to the end that the said Parties in difference shall be finally
concluded by the said Arbitrators of these Presents indented pur-
suant to the Act of Parliament in that Cause made and
provided As by the said Arbitration Bond and award both
now of Record in this Honble Court reference being thereunto
respectively and may more fully appear and of which this Re-
spondent prays to have as full and ample benefit as if they and
each of them had been herein fully set forth From all which
this Respondent saith and doth humbly insist that the Original
cause of action which by the Bill of Complaint of this Res-
pondent against the said Exceptant and now of Record in this

Honble

Honble Court and to which this Repliant prays reference and to have the full benefit thereof was for the same matters as are stated in the said Bond of Arbitration to wit for the sum of Two Hundred and Eighty eight Pagodas twenty eight fanams due by the Exceptant to this Respondent as Agent to the Madras Exchange Company, and the connection is carried on to the award made and Indented by Robert Hewitt and Robert Henderson the Majority of the said Arbitrators within the time limited in and in the manner Stipulated by the Condition of the said Bond so executed by the said Exceptant.

To the Second Exception this Respondent Answereth and Saith that the same is as this Respondent conceives fully answered by the matters above stated in Answer to the first Exception of the Exceptant and in order more fully to shew that the Award doth not exceed the bounds of the matters Submitted to the said Arbitrators, this Respondent again prays reference to the said award and in particular to the following Words thereof to wit "to arbitrate and decide upon a balance of an Account amounting to "Star Pagodas Two hundred and Eighty eight Twenty eight fanams "claimed by the said Peter Massey Cassin from the said Francis "Swain Ward."

To the Third Exception this Respondent Saith that the same is as he conceives fully Answered by the matters set forth in the above Answer to the First and Second Exceptions where the connection of the Award with the Arbitrator Bond, and the Arbitration Bond with the said Bill of Complaint is so direct and opposite that they are expressly as well as by evident intendment one and the same thing And this Respondent was before the said Arbitrators in his capacity of Agent to the Madras Exchange Company and as Claiming as such a Balance

a Balance of Two Hundred and Eighty eight Pagodas Twenty eight fanams charged by his said Bill of Complaint and Arbitration Bond to be due to him as Agent to the said Madras Exchange Company by the said Exceptant and which connection is by the said Award evidently carried on by their reciting therein the same express sum as the object of dispute is expressed in the said Bill of Complaint and Arbitration Bond.

To the fourth Exception this Respondent answereth by Saying that having appeared before the said Arbitrators as agent for the Madras Exchange Company and the connectione of the award with the Arbitrators Bond being appointe as above stated, it was the evident meaning and intention of the said Arbitrators and it is so of this Respondent that the Release which this Respondent is to sign and which is and has been ready for Execution by him whenever he receives from the Exceptant the sum awarded to him is to be so signed by him as Agent to the said Madras Exchange Company in like manner as he hath Signed his Account Current Copy whereof is before this Honble Court and his Affidavit to the Debt so due by the Exceptant to this Respondent as may appear by reference & thereto, which reference this Respondent prays may be had and that he may have full benefit thereof.

To the last Exception this Respondent Saith that the Connection above stated in this Respondents Answer to the other Exception is a full answer to this last.

And this Respondent having now answered specifically all the Exceptions of the Exceptant prays leave to state by way of further Answer to the whole of them. First That it appear by the Records of this Honble Court that this Respondent hath not omitted any one thing necessary to be done

done by him touching the matters in question before this Honble Court in order to entitle him to an Attachment against the said Exceptant for this Respondent hath proved the Execution of the Arbitration Bond by the Oath of George Chudar one of the Subscribing Witnesses thereto

Secondly he hath proved the Execution of the award by the best possible Evidence thereof to wit the Evidence of Robert Henderson one of the Executing Parties

Thirdly that he hath proved that the merits were discussed by the there Arbitrators and that they were Unanimous in their decision as to the sum to be paid and that the only reason why William John Chater did not sign was because the other Two Arbitrators did not agree to the allowance of time wished for by the said William John Chater

Fourthly That it appears by the Affidavit of the said Robert Henderson now of the Record in this Honble Court and to which this Respondent prays reference and to have the full and ample benefit thereof that the Copy of the said award was served on the said Exceptant within the time prescribed by the Arbitration Bond and the Exceptants receipt thereof is acknowledged by his own Letter annexed to the said Affidavit of the said Robert Henderson

Lastly it appears in the Law Books respecting Arbitration Bonds and the awards given thereon and the Effect which such awards ought to have that they are expounded favorably and according to the plain and honest intention of the Arbitrators and that no advantage is ever permitted to be taken by reason of any alledged informality in the mode of wording such Awards. Blackston Book the third Chapter first treating of this Subject states as follows

"Their Submission of the suit to arbitration or Umpirage shall be made a Rule of any of the Kings Courts of Record and may insert such agreement in their Submission or promise or condition of the arbitration Bond which agreement being proved upon dath by one of the Witnesses thereto the Court shall make a rule that such Submission and award shall be conclusive and after such Rule made the parties disobeying the award shall be liable to be punished as for a Contempt of Court, unless such award shall be set aside for corruption or other Misbehaviour in the Arbitrators or Umpire, proved on Oath to the Court within One Term after the award is made, and in consequence of this Statute it is now become a Considerable part of the Business of the Superiour Cousts to set aside such awards where partially or illegally made or to enforce their Execution when legal by the same process of Contempt as is awarded for disobedience to those Rules and Orders which are issued by the Cousts themselves.

The Respondent further Saith that in the Cause of Armitvers Breaim reported by Raymond it is laid down as follows

Powell Justice held "that as a plia in Bar sould be taken to a Common intent so "a fortion" should on award, and that one part of an award might explain another."

in another part he says, "The award is paral of the condition of the Bond and will have the same effect as if it was inserted in the Condition".

in another part

"And if any of the other Exceptions were material, yet an award might be good in part and void in part, and the breach being assigned in a part of the award which was good the Plaintiff ought to have Judgment".

in another part "If the award had no date the time must be computed from the delivery and that was the sense of Datus

In Viner's abridgment under the Head of Construction of awards it is stated.

"This

"This Book are growing less nice everyday
"in the construction of Awards."

The Respondent further saith that in
Bacon's Abridgment where he Treats of awards he opens the
Subject as follows,

"Here we must observe that the Courts of Justice have of
"late been more liberal construction of Awards them formerly and
"that many of the nicest distinctions to be met with in the Books are
"by no means to be admitted as Precedents in expounding Awards
"at this day, and this the Courts do in furtherance to Justice and for
"quieting Controversies."—

This Respondent saith that in the subsequent
parts thereof and in Jacobs Law Dictionary as well as in all other Law
Books treating of Awards it is laid down as the modern practice that
awards are not to be set aside by reason of any informality whatever
so long as the sense of the Arbitrators can be collected from their award;
and that Partiality Corruption or other misbehaviour in the Arbi-
trators are almost the only Grounds on which awards are set aside
and when such Charge must as above Stated be proved on Oath to
the Court within one Term after the Award is made.—

This Respondent saith that in the present Case
no such Charges are attempted and as the whole of the Exceptions tog-
ether with the Proceedings of the Exceptant from filing his Demurrer
to this Respondents Bill to the Recording his Exceptions as aforesaid
are so frivolous evasive and litigious and as this Respondent by the
said Award is adjusted the full sum for which he originally filed
his Bill of Complaint in this Honble Court he Humbly hopes
they will dismiss the said Exceptions with Exemplary Costs to be
paid by the Exceptant.—

Popham
Attys
for Respt

Extract from the Minutes of a Court Held at the Town Hall in Tuesday
the 3d Day of April Anno Domini 1792.—

Present

Andrew Ross Esquire Mayor
William Webb and Mitford
Aldermen

Peter Massey Casgin Agent to the Madras Exchang Company
Versus
Francis Swain Ward

Bill with Copy of an Account Current annexed Read
Demurrer Read
Arbitration Bond and Award Read
Affidavit of Robert Henderson with a Memorandom and a
Note annexed Read
Letter annexed Read.
Exception to the Award made by Robert Henderson and Robert
Hewitt Read—
Answer thereto Read.—

The Exceptions of Francis Swain Ward to the
Award of Robert Hewitt and Robert Henderson and the Answer
thereto Coming on to be Argued and Determined this day in the
presence of the Attornies on both Sides On Hearing the Pleadings
and Arguments made Use of by the Attornies and on due Consi-
deration had thereon The Court are of Opinion that the Ex-
-ceptions are insufficient This Court doth therefore think fit
to Order and doth Accordingly Order that the Exceptions be over
ruled with Costs and that the Award of Robert Hewitt and
Robert Henderson do Stand Confirmed.—

Filed 3d April 1792.

In the Honble the Mayors
Court at Madraspatnam

In the Cause of Syapah Moodeliar
of Madras Inhabitant Complainant
and Ram Row of the same Place
Inhabitant Defendant.

And also in the Cause of Charles
Loyd of Madras Merchant Com-
plainant and Ram Row of the
same Place Merchant Defendant

The joint and separate Affidavit of William George James Sydney and Thomas Norris sworn Bailiffs of this Honble Court.

These Deponent each for himself seve-
rally maketh oath and saith that having been to
execute two Warrants Issued out of this Honble Court against
the abovenamed Ram Row of Madras Inhabitant otherwise
called Rama Row of Madras Merchant they did severally on
Tuesday Morning the twenty Seventh day of March last about
Two Oclock in the Morning go to Triplecan to serve them, ac-
companied by Thomas Newman also sworn Bailiff of this
Honble Court with four or five Native Servants of the Compla-
nants And they these severally further make Oath and say that
upon their Arrivall there they went into a House near the
Place where they understood the Defendant was to pass early
that Morning and that they there remained untill Seven Oclock
in the forenoon or thereabouts — When the above named Compla-
nants said servants informed these Deponent that the said
Defendant was then crossing a Street in Triplicane aforesaid
and pointed out a Person to them these Deponent as the Defen-
dant and who these Deponents have Reason to believe was the
Defendant — That these Deponents accompanied by the said
Thomas Newman did their endeavours to seize and Arrest the Person
of the said Defendant but were prevented obstructed and hindred
therefrom by sundry Persons who were about the Person of the said
Defendant and which said Persons violently assaulted beat bruised
and maimed them these Deponents by stroking them over the
Head Back and Arms and other Places of their Bodies and did after
detain and keep these Deponents Prisoners by tying and bending
them with cords and Ropes and did in that Manner forcibly carry them
these Deponents to a House at some Distance from Triplicane
which they were informed is the House of His Highness Andaut
ul Amrah that they these Deponents severally remained Pre-
soners and under restraint as aforesaid somuch at about Half
an Hour when a Person came and told them these Deponents
that His Highness had not any thing to do in the Matter that
these Deponents thereupon came to the Town Hall and gave the
Mayor Information of the Manner in which they had been
prevented from executing the said Warrant as aforesaid —

Madraspatnam
2d April 1792
Sworn to before me this day
Andrew Ross
Mayor

William George
James Sidney
The Mark of + Thomas Norris —

Filed 10th April 1792 —

In the Honble the Mayors
Court at Madraspatnam

The Affidavit of Thomas Norris One of the Sworn
Bailiffs of this Honble Court —

This Deponent maketh oath and
saith that about Seven or Eight Oclock on Monday Evening
the Twenty Sixth of March last this Deponent received Orders
from

from Thomas Ledsham the Deputy of William Cockell Esquire Sheriff of Madraspatanam to go to Triplicane there to serve two Warrants against Ram Row — This Deponent accompanied by William George Thomas Newman and James Sidney and attended by four of five Native Servants of the Complainants left Madras to go to Triplicane — This Deponent says that they arrived there about One or two Oclock of the Morning of the Twenty seventh of March and went into a House near which it was expected the Defendant was to pass that Morning — This Deponent says that they continued in the said House until about seven Oclock of the same Morning when the said Native Servants informed this Deponent that the Defendant was coming upon which they opened the Door and perceived the same surrounded by People Armed with Sticks of different Sizes some of them tipped with Iron and who they told this Deponent was the Defendant and who he has every Reason to believe was the Defendant — This Deponent says that thereupon this Deponent and the said William George James Sidney and Thomas Newman went out of the said House in order to serve the said Warrants the said William George being foremost and went towards the Person pointed out to them as aforesaid and were about to execute the warrants when they were forcibly and violently prevented by the Persons who attended the said Ram Row as aforesaid who pushed & beat this Defendant and the other Bailiffs with their Sticks — This Deponent says that in the Confusion he was separated from the said Bailiffs and beat for the space of five or six Minutes when he was knockt down after

beating him for some time and then dragged him to a Place called the Guard where he found James Sidney with his Arms tied with a Rope and immediately upon this Deponents Arrival his arms were also tied with the same Rope and this Deponent says that about three Minats afterwards William George was also brought in and he likewise was tied to them with the same Rope and in the same Manner — This Deponent saith that being thus tied this Deponent and the said William George and James Sidney were led away towards a Garden House which they were informed and believe to be the Garden House of His Highness Omdut ul Omrah and during their way there a Sepoy held One End of the Rope with which they were tied on one side and another Sepoy held the other End on the other side and two or three Sepoys walked before them & two or three behind them the Sepoys who were on the Sides and Behind frequently beating this Deponent and the said William George and James Sidney sometimes with Sticks and sometimes with the But End of their Muskets — This Deponent says that when they arrived at the Gate of the said Gardin House they remained there about a Quarter of an Hour tied in the Manner above described but about this time the said James Sidney complaining very much of the pain he felt from the tightness of the Rope a Dubash who happened to be present and who is unknown to this Deponent prevailed upon the Sepoys to untie them which was done after which they remained in the same Place for about a Quarter of an Hour longer when a Person dressed in the Habit of an European but who is unknown to this Deponent came and spoke to this Deponent and the said William George and James Sidney and

and said that he Nabob had nothing to do with it and gave orders to the Sepoys who had brought them then to release them and informed this Deponent and the said William George and James Sidney that they were released and accordingly they were permitted to go away which they did and immediately came to the Town Hall wher the Honble Court was then Sitting and informed William Cockell Esquire and his Deputy Thomas Ledsham of the whole which had passed — This Deponent further maketh Oath and saith that at the time he went to Sripleame as is abovementioned and during all the time he remained there he had neither Stick or Weapon whatever with him nor was he in any Manner armed except with a small Switch about the Size of his little Finger with which he usually walked

Fort St. George April 10th 1792.

Sworn to in Court —

G. Taylor
Regr

the mark + of
Thomas Norris

Filed 10th April 1792

In the Honble the Mayors
Court at Madraspatnam

The affidavit of Thomas Newman one of
the Sworn Bailiffs of this Honble Court —

This Deponent maketh Oath and saith that on Monday Evening the Twenty Sixth day of March last about Seven o'Clock in the Evening this Deponent received Orders from Thomas Ledsham the Deputy of William Cockell Esquire Sheriff of Madraspatnam to accompany William George James Sidney and Thomas Norries and assist them to Execute two Warrants at Sripleame against Ram Row that about Ten o'Clock he left Madras accompanied by the said William George James Sydney and Thomas Norris and some Natives togo to Sripleame where they arrived about Two o'Clock of the Morning of the Twenty Seventh March that upon their arrival there they all went into a House near which he understood that the said Ram Row was expected to pass that Morning this Deponent Saith that they remained in the said House until about Seven o'Clock when two of the Complainants Native Servants beckoned to this Deponent and the other Bailiffs & said there is the Man and immediately opened the Door upon which William George this Deponent and the other Two Bailiffs ran out of the said House towards the Person who was pointed out to them in order to arrest him when they were violently prevented by the Persons attending upon the Person so pointed out to them who forcibly and violently pushed this Deponent away and soon after began beating this Deponent with Bamboes and large Clubs on the Head Shoulders Arms back and other parts of the Body for a considerable time till at length this Deponent seeing no possibility of executing the Warrants took and Opportunity of Slipping away through the Crowd and came immediately to the Town Hall and informed William Cockell Esquire the said Sheriff of which he had passed —

Fort St. George April 10th 1792

Sworn to in Court

G. Taylor
Regr

Thos. Newman

Filed 10th April 1792

In the Honble the Mayors
Court at Madraspatnam

The affidavit of Valentine Conolly Surgeon in the Service of the Honble the United Company of Merchants trading to the East Indies at the presidency of Fort Saint George

This Deponent Maketh Oath and saith that on Tuesday Morning the Twenty Seventh of March last, Four of the Sheriffs officers namely William George, James Sidney, Thomas Newman, and Thomas Norris were brought to this Deponent for Examination, this Deponent Saith that he found them all very Severely bruised and beaten, particularly the said William George who had Seventeen of Contusions on his back and Shoulders had three lacerated wounds on his head, apparently occasioned by some heavy blunt weapon which had divided the Scalp and laid the Scull bare, for the extent of two Inches in each cut, The said James Sidney had received one Cut of a similar Nature and they were all confined for several days in consequence of the Inflammation and Fever occasioned by the said blows

Fort St. George April 10th 1792

V. Conolly

Sworn to in Court

G. Taylor
Regr

Filed 10th April 1792

In the Honble the Mayors
Court at Madraspatnam

The Affidavit of James Sidney one of the Sworn Bailiffs of this Honble Court

This Deponent Maketh Oath and saith that about Six o'Clock in the Evining on the Twenty Sixth day of March last this Deponent received Orders from Thomas Ledsham the Deputy of William Cockell Esquire the Sheriff of Madraspatnam to go to Triplicane to serve Two Warrants against Ramdow in Company with William George Thomas Newman and Thomas Norris — This Deponent Says that about Eleven o'Clock the same Evening this Deponent and the said William George Thomas Newman and Thomas Norris attended by four or five Native Servants of the Complainants left Madras to go to Triplicane — This Deponent Says that they arrived there about one or Two o'Clock of the Morning of the Twenty Seventh of March and went into a House near which it was expected the Defendant was to pass that Morning — This Deponent Says that the continued in the said House untill about Seven o'Clock of the same Morning when the said Native Servants informed this Deponent that the Defendant was coming upon which they Opened the Door and pointed to a Man Surrounded by People armed with Sticks of different Sizes some of them tipped with Iron and who they told this Deponent was the Defendant and he has every Reason to believe he was the Defendant — This Deponent Says that thereupon this Deponent and the said William George Thomas Newman and Thomas Norris went out of the said House in order to serve the said

Warrants the said William George being foremost and went down towards the Person pointed out to them as aforesaid and were about to execute the Warrant when they were forcibly and violently prevented by the Persons who attended the said Rom Row as aforesaid pushing and beating this Deponent and the other Bailiffs with their Sticks — This Deponent Says in this Confusion he was separated from the said Bailiffs and beat for the space of five or six Minutes or upwards when he received five or six Blows from four or five different Persons at the same time on his Head which knocked this Deponent down to the Ground where they continued beating him for some time and afterwards dragged him to a Place called the Guard where they tied his Arms with a Rope and fastened him to a Stake which was driven in the Ground and continued beating him sometimes with Sticks and some times with the But Ends of their Muskets this Deponent Says that he believes he continued in this Situation for about five Minutes when the said Thomas Norris was brought in and tied in the same manner and with the same Rope and about three minutes afterwards the said William George was also brought in and he likewise was tied with the same Rope and in the same Manner this Deponent Says that being thus tied this Deponent and the said William Geore and Thomas Norris were led away towards a Garden House which they were informed and believe to be the Garden House of His Highness Amdut ul Omrah and during their way there a Sepoy held one End of the Rope with which they were tied and one Side and another Sepoy held the other End on the other Side and two or three Sepoys walked before them and two or three behind them the Sepoys who were on the sides and Behind frequently beating this Deponent and the said William George and Thomas Norris some time with Sticks and some times with the But Ends of their Muskets — This Deponent Says that when they arrived at the Gate of the said Garden House they remained there about a Quarter of an Hour tied in the manner above discribed but about this time this Deponent Complaining very much of the pain he felt from the tightness of the Rope a Dubask who happened to be present and who is unknown to this Deponent prevailed upon the Sepoys to untie them which was done after which they remained in the same place for about a Quarter of an Hour longer — when a Person dressed in the Habit of an Europian but who is unknown to this Deponent came and spoke to this Deponent and the said William George and Thomas Norris and said that the Nabob had nothing to do with it and gave Orders to the Sepoys who had brought them there to release them and informed this Deponent and the said William George and Thomas Norris that they were released and accordingly they were permitted to go away which they did and immediately came to the Town Hall where the Hoable Court was then sitting and informing the Sheriff William Cockell Esquire and his Deputy Thomas Ledham of the whole what had passed — This Deponent further maketh Oath and saith that at the time he went to Scriptican as is about mentioned and during all the time

time he remained there he had no Stick or Weapon whatever with him nor was he in any manner armed —

Fort St. George April 10th 1792.

Ja. Sidney

Sworn to in Court

G. Taylor
Regr.

Filed 10th April 1792

In the Honble the Mayor's Court at Madraspatnam

The Affidavit of William Geore One of the Sworn Bailiffs of this Honble Court —

This Deponent maketh Oath and saith that on Monday Evening the twenty Sixth day of March last about four or five O'clock this Deponent received Orders from Thomas Ledsham the Deputy of William Cockill Esquire Sheriff of Madraspatnam to go to Triplican within the Jurisdiction of this Honble Court and there to serve two Warrants under the Seal of this Honble Court One of Arrest at the Suit of Tyapah Mudeliar and One for a Contempt at the Suit of Charles Loyd both being against the same Defendant named Ram Row of Madras Inhabitant otherwise called Rama Row of Madras Merchant — This Deponent says that about Ten or Eleven O'clock of the same Evening he this Deponent accompaning by three other sworn Bailiffs of this Honble Court namely James Sidney Thomas Newman and Thomas Norris together with five Native Servants of the Complainants who wont with this Deponent and the other Bailiffs to point out and shew to them the said Defendant went to Triplicane aforesaid where they arrived about two or three O'Clock in the Morning of the Twenty seventh day of March aforesaid — This Deponent says that upon their Arrival there they went into a House near to which it was expected that the Defendant would pass some time that Morning and waited there untill about Seven O'Clock when the said Servants of the Complainants informed this Deponent and the other Bailiffs that the Defendant was coming — That upon this they opened the Door and pointed out to this Deponent a Man whom they said was the Defendant — This Deponent says that thereupon having the Two said Warrants issued out of this Honble Court in his Possession he prepared execute them by arresting the Body of the Person thus pointed out to him to be the Defendant and for that purpose stept forward accompanied by the other Bailiffs and every nearly approached his Person when he was pushed away by Violence by Persons when he was pushed away by Violence by Persons who attended the said Defendant and prevented from executing the said Warrants — This Deponent says that immediately afterwards the People that attended the Person so pointed out to this Deponent to be the Defendant as aforesaid and who had as aforesaid forcibly prevented him from being arrested began to strike this Deponent with Bamboos tipped with Iron and sticks of different Sizes over the Head Shoulder Arms and Back and other Parts of his Body so that the Blood gushed out and continued so beating him for the Space of five Minutes or upwards during which time they tore off the Skirts of this Deponents Coat with his Pockets and their Contents after which they took this Deponent to a Place called the Guard where he found the said

Thomas Norries and James Sidney in Confinement with their Arms tied together with the same Rope and upon his Deponents arrival they tied his Arms together in like Manner and with the same Rope — so that they were all three tied together there being a short space of about Six or seven Inches left between them — This Deponent says that being thus tied this Deponent and the said James Sidney and Thomas Norris were led away towards a Garden House which they were informed and believe to be the Garden House of His Highness Amdut ul Omrah and during their way there a Sepoy held One End of the Rope with which they were tied on One Side and another Sepoy held the other End on the other side and two or three Sepoys walked before them and two or three behind them the Sepoys who were on the Side and Behind frequently beating this Deponent and the said James Sydney and Thomas Norris sometimes with Sticks and sometimes with the But End of their Muskets — This Deponent says that when they arrived at the Gate of the said Gate of the said Garden House they remained there about a Quarter of an Hour tied in the Manner above described but about this time the said James Sidney Complaining very much of the pain he felt from the tightness of the Rope a Dubash who happened to present and who is unknown to this Deponent prevailed upon the Sepoys to untie them which was done after which they remained in the same Place for about a Quarter of an hour longer when a Person dressed in the Habit of an Europian but who is unknown to this Deponent came and spoke to this Deponent and the said James Sidney and Thomas Norris and said that the Nabob had nothing to do with it and gave Orders to the Sepoys who had brought them there to release them and informed this Deponent and the said James Sidney and Thomas Norris that they were released and accordingly they were permitted to go away which they did and immediately came to the Town Hall where this Honble Court was then sitting and informing the Sheriff William Cockell Esquire and his Deputy Thomas Ledsham of the whole which had passed — This Deponent further maketh Oath and saith that at the time he went to Triplicane as is abovementioned and during all the time he remained there he had no other Stick or Weapon whatever with him nor was he in any Manner armed except with a small Switch about the Size of his little Finger with which he usually walked —

Fort St. George 10th April 1792. William George

Sworn to in Court —
G. Taylor
Regr

Filed 10th April 1792

In the Honble the Mayor's
Court at Madraspatnam

In the Cause of Iyapah Moodeliar of Madras Inhabitant Complainant & Ram Rooo of the same Place Defendant —

The affidavit of Soubiah Brauning of Madras — Ramah of the same Place Coon, Durmajee of the same Place Coon and Kistnama Nuick of the same Place also Coon Servants in the Employ of the Above named Complainant —

This Deponents each for himself Severally make Oath and Saith that their Master the said Tyapah Mooddiar in whose Service & employ these Deponents live having been informed that Ram Row the abovenamed Defendant was to pass through one of the Publick Streets of Triplicane early on the Morning of the Twenty Seventh of March last he Ordered them these Deponents to go with Four of the Sheriffs Officers namely William George James Sidney, Thomas Newman and Thomas Narris to point out the said Ram Row to them that they might execute a Warrant issued by this Honble Court against the Person of the said Defendant — These Deponents say and each for himself saith that they did accordingly go to Triplicane together with the said Bailiffs and being there in a Public Place or Street on the North side of a Large Tank Commonly Called Triplicane Tank opposite to the Pagoda there about Seven O'Clock in the forenoon of the said Twenty Seventh day of March last they these Deponents saw Ram Row the Defendant abovenamed with whose Persons these Deponents are well acquainted came out from his dwelling House & pass along on foot the said public High way upon which these Deponents did point out and then the Body of the said Ram Row to the said Bailiffs upon which the said Bailiffs did attempt to arrest the said Ram Row the abovenamed William George being foremost and very near his Person But such arrest was by Violence & Force prevented in Consequence of the said Ram Row Crying Out & ordering his Servants and the Persons who accompanied him & who were Armed with large Bludgeons & Clubs to push off & drive away the said Bailiffs and this Deponents Say and each for himself saith that they did see the said Servants and other Persons who Accompained him, the said Ram Row and particularly a man named Chunga, Another named Govendoo, another named Soobiah a Hircarrahs & another named Phekeen Mohummodan artillery sepoy with whose persons These Deponents are perfectly well acquainted and Six other persons unknown to these Deponents begin beating the said Bailiffs the said Ram Row Continuing for some time to encourage the said Servants and other persons who accompanied him as aforesaid to persist in such Treatment of them Calling out in the Moor Language Beat them Push them away Spit in their Faces Fix them accordingly the said Servants of the said Defendant and the other persons who accompanied the said Ram Row did Beat the said Bailiffs in a most Cruel and unmerciful Manner so that the Blood gushed out —

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

Ranganaudom
Interpreter

Filed 16th April 1792

In the Honble the Mayors
Court at Madraspatnam

In the Cause of Charles Loyd of Ma-
dras Merchant Complainant and
Ram Row of the same Place Mer-
chant Defendant

The Affidavit of Gungunah Nauk of Madras Du-
bash in the Complainant of Charles Loyd the above
named Complainant

This Deponent maketh Oath and saith
that his Master the said Charles Loyd having been informed that
Ram Row the Defendant above named was to pass through one
of the Public Streets of Triplicane early in the Morning of the Twen-
ty Seventh day of March last he ordered this Deponent to go
with Four of the Sheriffs officers namely William George, James
Sidney, Thomas Newman & Thomas Norris to point out the said
Ram Row to them that they might execute a Warrant issued
by this Honble Court against the Body of the said Ram Row. —
This Deponent Saith that in pursuance of these Orders he did
go to a Certain House in that Neighbourhood and remained
there together with the said Bailiffs untill about Seven
o'Clock of the Morning of the said Twenty Seventh of March
last when some person Came and knocked at the Door by which
this Deponent understood that the said Ram Row was Co-
ming upon which this Deponent and the said Four Bai-
liffs immediately quitting the said House the said Four
Bailiffs ran and attempted to Arrest the said Ram Row
this Deponent and several other People pointing out to
them which was he — This Deponent Saith that at the time
the said Ram Row Came out of the said House as aforesaid he
saw the said Ram Row walking with a small Sumbul or
Brass —

Brass Pot in his hand in a Publick place or Street on the North side of a Large Tank Commonly Called Triplican Tank Appo-sit to the Pagoda there a Place well known the said Bailiffs then attempted to arrest the said Ram Row the said William George being foremost and very near his Person but such arrest was forcibly prevented by his own Servants, & other persons who accompanied the said Ram Row armed with Bludgeons and Clubs - This Deponent Saith that he plainly saw the said Servants & other Persons who accompanied the said Ram Row immediately being beating the said Bailiffs the said Ram Row Crying out in the Moor Lan-guage Beat them, Spit in their Faces Push them away - Beat & Tie them And this Deponent Saith that the said Servants of the Defendant and other Persons who accom-panied the said Ram Row as aforesaid did Accordingly Beat them the said Bailiffs Spit in their faces Push them away and Tied the said Bailiffs in a most Cruel and unmerciful manner so that the blood Gushed out from dif-ferent place -

A true Translation as near as Can be from the Gentoo Language -

Ranganandom
Interpreter

Filed 3rd April 1792

To the Honorable the Mayors Court at Madraspatnam

Between Joseph Garrow and Benjamin Turin, Contractors for Brik and Chunam ~~[illegible]~~ Codam Vezeapah Naick

The humble Petition of Solagramom Ponna Pilla Son of Tondavaroya of Madras Inhabitant

Sheweth

That on the Nineteenth day of May which was in the Year of Christ one Thousand seven hundred and ninety one, the abovenamed Complainants did file and exhibit a Bill of Complaint in this Honble Court against the abovenamed Defendant for the recovery of the sum of seven hundred and Twenty one Pagodas thirteen Fanams and Sixty three Cash current money of Madras charged to be due and owing to them the Said Complainants upon and by virtue of three certain agreements together with an Account Current true copies whereof are to the said Bill annexed, That a summon did issue thereon requiring the said Defendant to be and appear before this Honble Court at a certain day therein prefixed, to which Summon no appearance being made a Warrant of Sequestration was prayed for and on the usual oath being made, did issue out of this Honble Court on the Twenty sixth day of July in the said year of Christ one thousand seven hundred and ninety one directed to the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof requiring and Commending him to seize upon and Sequester the Estate and Effects of the said Defendant and the same to keep in his possession untel the further order of this Court was known. By virtue of which said writ the said Sheriff did Seize upon and Sequester certain Premiss situated lying and being at Trevalesavenga Cottah on the South Street of the Church between the Houses of Yella-pilla and Sadaswem Mosdeliar measuring in length from North to South eighty five Feet and in breadth from East to West thirty seven Feet or thereabouts. That the usual time after the return of the Sequestration having expired and no appearance made this Honble Court were on the fourteenth day of February last past pleased to grant a Decree in favor of the Complainants with an order to the said Sheriff to sell the said Sequestred premises. In pursuance of which order the said Sheriff has advertised the said premises for sale by public outcry on Thursdy the fifth day of this present month of April.

And Your Petitioner sheweth unto this Honble Court that part of the Premisses so seized and advertised for Sale is the Property of your Petitioner the same having been mortgaged to him by the Defendant being one and a quarter Cawnies of Ground with the Bill of Sale thereof in order to secure the repayment of two Several sums of money lent and advenced by your Petitioner to the said Defendant on the Thirteenth day of March and fifth day of April which was in the year of Christ one thousand seven hundred and eighty Nine, as by the said Bill of Sale and two Mortgage Bonds true copies whereof marked No. 1, 2 & 3 are hereunto annexed for the inspection of this Honble Court, and the Originals ready to be produced when required relation being thereunto had doth and will more fully and at large appear

And

And Your Petitioner further sheweth that there is now due Principal and Interest on the said Mortgage Bonds the sum of two hundred and seven Pagodas forty fanams, and sixty Cash as by the Copy of an Account Current hereunto annexed will more fully and at large appear For the payment and discharge of which Your Petitioner humbly conceives the said Mortgaged Premisses are subject

Your Petitioner therefore most humbly prays this Honble Court either to restrain the Sheriff from Selling the said Mortgaged Premises, or that if he is allowed to proceed in the sale that Your Petitioners Mortgage claim with the Costs herein incurred may be first discharged from the proceeds arising therefrom

And as in duty bound your Petitioner will Ever pray

G. Chalmer
attyf for Petitioner

No 1

Translation of a Deed of Donation dated 17th Thye of Soobacrosdoo year in the Epocha of Saulivanganum 1774 Ten the day of Moon Monday the Star called Anusham answering to Anno Domini 27th January 1783

We the Gramaltaur on the whole of the Inhabitants of Tenaumpety belonging to the North part of Terumilapore or St Thome do give this Deed of Donation to Codiam Vejeapa Naicker of Trevillasvaram Patay. Whereas we have for the use of Your Water Pandal [illegible]

given you the Ground of Vacacrooty Cherwautoo Taly situated in our Village to the East of the above Garden South to Mootaunpolan West to Charymany and North to Annauty Parachary Palacady Taly — which Ground lying in the Centre of the said Four descriptions is 1¼ Cauney at the rate of 400 Coollies by the Measurement of 12 Feet Rod per Cauny — which one and quarter Cauny we have given or appropriated for the use of the Water Pandal and you are to enjoy the said ground by carrying on such cultivation as you shall think fit and further you and your Posterity are to enjoy the Trees Waters Stones Bricks thereunto belonging or eight Kinds of enjoyment as long as the Sun and Moon shall exist

There is no manner of let or molestation to this Ground should there appear any we bind ourselves to get it cleared If any one should thereupon through any obstacles to this charitable act he is to merit such Sin as shall be incurred by Kelling a Black Cow at the Brink of the Ganges River — Thus all of us have voluntarily given this Deed of Donation Witnesses Condapah Moodelliar and Nauyaru Eyah Moodelliar by their Knowledge drawn by Mootapillay the Village Couroply Condapan

Witnesses Eyah

Signed / Terumaliapon
Varadapan
Parasoorama Naicker

A true Translation as near as can be from the Malabar Language — Ranganaudom
Interpt

true Copy
G. Chalmer
attyf for Petr

No. 2.

Translation of a Mortgage Bond dated 20th Pungeny of Keelaga year answering to Anno Domini 30th March 1789 —

I Vejeapa Naicken Son of Codiam Narnapa Naicken of Trevettasveran Pettah do give this Mortgage Bond to Ponnapillay Son of Saligraumum Tandavaroy Pillay of Nandagopala Cast of Madras that is to say —

In consequence of my urgent occasion I have this day mortgaged to you the Bill of Sale of my Gardin at Tanampata together with a Bill of Sale and a Choultry paper Bill of Sale of the Garden at Cuddalore and Bandipolliam in all two Bills of Sale and borrowed and received of you the sum of 50 Fifty Star Pagodas Current money of Madras which sum I do hereby engage to repay you with all such Interest as shall or may become due thereon at the rate of 12 per Cent per Annum over before the 30th Pairatasy of Soumia or 10th October next Thus I have given this Mortgage Bond with my free will and consent Witnesses Ramasawmy Pilla & Vencatasa Pilla by their Knowledge this mortgage Bond was drawn by Ramakisnan

Inserted by Order of Court of the 10th April 1792
G. Taylor Regr.

Witnesses Ramasawmy
Vencatasan

(Signed) Codiam Vejeana

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

(Signed) Ranganaudom
Interpreter

A true Copy
G. Chalmer
Atty for Petr.

No. 3.

Translation of a Mortgage Bond dated 25th Pungoony of Keelaga Year answering to Anno Domini 5th April 1789 —

I Vejeapa Naicker of Cuddalore do give this second mortgage Bond to Ponnapilly son of Tandavaroya Pilla of Nandagopala Cast of Saulagramum that is to say —

In consequence of my urgent occasion I have this day borrowed and received of you the sum of (103) one hundred and three Star Pagodas Current money of Madras on the Mortgage of the Bill of Sale of my Garden which had been before mortgaged to You and I engage to repay you the said sum on demand with all such Interest as shall or may become due thereon at the rate of 12 per Cent per Annum. Thus I have given you this second mortgage Bond with my free will and consent Witnesses Chenapatnam Raumasawmy Pilla and Cayeloy Naicker by their Knowledge this second mortgage Bond was drawn by Perou Avelapan

Witnesses Raumasawmy
Coyeloyam

(Signed) Codiom Vejeapa

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

Ranganaudom Interpt.

G. Chalmer
Atty for Petitioner —

Dr. Vejeapa Naicken in Account Current with Ponnapillay Co.

1789 March	30th	To the amount of your mortgage Bond bearing date this day	50	"	"	1792 March	30th	By Balance due this day	207	40	60
April	5th	To the amount of another Mortgage Bond bearing date this day	103	"	"						
March	30	Interest on the above sums to this day at 12 p Cent p Annum									
		On Pag. 50 " " 3 yr " " mo. "	18	"	"						
		103 " " 2 " 11 " 25	54	40	60						
		Pagodas	207	40	60			Pagodas	207	40	60

Fort St. George
30th March 1792

true Copy
G. Chalmer
Atty for Petr.

Filed 10th April 1792.

In the Honble the Mayors Court at Madraspatnam

Between Joseph Garrow and Benjamin Torin Contractors for Brick and Chunam Vs. Codam Vejeapa Naick, In the matter wherein Solagramom Ponna Pilla is Petitioner

The Affidavit of George Chalmer Attorney for the abovenamed Petitioner.

This Deponent maketh oath and saith that on the third day of this present month of April being the day upon which the said Petitioner filed his Petition in this Honble Court in the above cause, a certain mortgage Bond which in and by the said Petition is mentioned and referred to, and bearing date the Twentieth Pungoony of Keelaga year answering to the Thirtieth day of March in the year of our Lord one thousand seven hundred and eighty Nine, was in the Custody and Possession of this Deponent — And this deponent saith he now finds that in the paper writing annexed to the said Petition marked No. 2 and purporting to be a true copy of the Translation of the Original of the said paper writing the following words are omitted to wit — "of my Garden at Tanampata together with a Bill of Sale" and which said words are a part of the Translation of the said Original paper so in this Deponents possession as aforesaind and which words by the Clerk of this Deponent was left out in the copying thereof

G. Chalmer

G. Chalmer Atty for Petitioner

Sworn to in Court
this 10th April 1792
G. Taylor
Regr.

Filed 3rd April 1792

To the Honble the Mayors Court at Madraspatnam

Between Joseph Garrow and Benjamin Torian Complainant and Cadiam Vejeapah Naick Defendt

The Humble Petition of Ewogula Veeradaraujulo Naicker of Madras Inhabitant

Sheweth

That the above named Complainant did some time in or about the Eighteenth day of may which was in the Year One Thousand Seven hundred and Ninety One Exhibit their Bill of Complaint in this Honble Court against the said Defendant Cadiam Vigeapah Naick to recover a Sum of Seven hundred and twenty one Pagodas thirteen fanams and Sixty three Cash alledged by reason of the matters and things in their said Bill setforth. That upon such Bill being filed against the Defendant to wit on the said Eighteenth Day of may One Thousand Seven hundred and Ninety one a Summons did Issue and was served upon the Defendant as your Petitioner believes to appear and Answer the Complaint of the said Joseph Garrow and Benjamin Torian. That Warrant Issued thereon and was afterwards returned in this Honble Court on the Twenty sixth Day of July following endorsed by the Sheriff of Madraspatnam and the districts thereof that the Defendant was not to be found. That upon such return the Attorney for the Complainants did pray that a Warrant of Sequestration directed to the Sheriff might Issue against the Goods and Chattles of the said Defendant

That a Warrant of Sequestration did accordingly Issue on the said Twenty sixth Day of July by virtue whereof the said Sheriff either of his own accord, or by direction of the Complainants or some one at their Instance or otherwise did Seize on a certain Garden and Premises situated in the Limits or Boundary of Tannampattay North to the Garden of Casuva Moodelliar, West to the Lane leading to the Garden of Mr. Voughn and East to the road together with three Caunies of Ground in the said Garden within the Boundary of Varasaldre Jaghire of Vandasash, which said Garden Ground and Premises therein are situated in the Village commonly called Lungam paukum the Property of the said Defendant. And Your Petitioner Sheweth that after the Seizure of the said Garden, Ground and Premises by the Sheriff as aforesaid the said Warrant of Sequestration was returned to this Honble Court on the Ninth day of August following, and that a Decree was in due course granted in favore of the said Complainants on or about the Fourteenth day of February last and that on or about the Eighteenth day of the same Month Execution did Issue when the said Seriff returned the aforesaid Gardin, Ground and Premises therein as part of the Estate Goods Chattles of the said Defendant and that accordingly advertised the same with other Property for sale in the madras Courier in the words and figures following "Fort St. George 24th March 1792. Joseph Gerrow and Benjamin Torin vers Cadam Vejeapah Naick" Public Notice is hereby given, that on Thursday the 5th and Friday the 6th of April next will be sold by Public Outcry on the Premises, between the Hours of 4 and 6 in the afternoon of each day. One House and Ground and a Large [illegible] with two Braming Houses, three Boutiques, a [illegible] Tank and Well, planted with coconuts and numerous [illegible] trees Viz. On Thursday the 5th a House and Ground situated at

"at Triwattyvaram Pettah with the south street of the Church
"between the Houses of Vythapilley and Sadaviah Mudelliar,
"measuring in length from North to South 85 feet and in
"breadth from East to West 37 feet or thereabouts on Today
"the 6th. a large Garden with two Bearing Topiques, Three Bear-
"ing Topiques a large Tank and Well planted with Cocoanuts and
"numerous other Trees situated at Longambaccum South-
"ward to Col. Capperes Garden measuring four Cawneys and
"two and a half Grounds or thereabouts, 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 time and place of sale, a plan of which
"may be seen at the Deputy Sheriffs Office in Suncars
"-mahs Street China Bazar W. Cockell Sheriff." and
your Petitioner Sheweth unto this Honble Court that the said
Garden Ground and Premises therein were at and before
the time of such Seizure by the said Sheriff mortgaged to
your Petitioner by a Certain mortgage Bond or writtin In-
-strument duly Executed by the said Defendant Veiam Ve
-jeapah Naick and bearing date the Eighteenth January
one Thousand Seven hundred and Ninety for securing
unto Your Petitioner the repayment of the Sum of four
hundred and Eighty four Pagodas and an half together
with Interest for the same at the rate of Twelve per Cent
per Annum in the space of one Year from the day of the Date
of the said Bond and in default whereof the said Defendant
did by his said Bond authorize and Empower Your Petitioner
to sue him in this Honble Court for the recovery thereof.

Your Petitioner sheweth that the reason why
he is not in possession of the Bill of Sale of the said Premis-
-es in Mortgage to him is because the Defendant himself had not
the same, for your Petitioner sheweth that such Ground and Pre-
-mises was given to the said Defendant by his Highness the
Nabob Wussaud Ameer dutul omrah as a free gift, to perform some
charitable acts and which Ground and Premises the Defendant Held
in possession and Enjoyed the same for a space of Fifteen Years
and upwards without any let, molestation or hinderance which
your Petitioner will in due time prove by many respectable
People in Madras and therefore Your Petitioner lent and ad-
-vanced the said Defendant the said Principal Sum of four
hundred and Eighty four Pagodas and an half on the Premi-
-ses aforesaid as will more fully and at large appear by the
Copy Translate of the said mortgage Bond hereunto annexed
for the Inspection of this Honble Court which Your Petitioner
begs leave to refer and prays the same may be taken as part of
this his Petitioner the Original whereof is in Your Petitioners
possession and ready to be produced and proved when Required.

All which matters and things Your Petitioner
is ready and willing to aver maintain and prove as this Honble
Court shall direct and therefore prays this Honble Court that the
Sheriff may be restrained from Selling such Garden Ground
and Premises in Mortgage to Your Petitioner or in the Event of
Selling the same that he may be directed to pay or hold over to
the use of Your Petitioner the amount Principal and Interest
of this Mortgage being as per an Account made up thereon to
this Day and hereunto annexed a Sum of Six hundred and twelve
Pagodas and forty Fanams.

And Your Petitioner shall Ever Pray.

John Wilkenson
Atty for Petitioner

Translation of a Mortgage Bond, Dated 8th Thye of Soumeya Year answering to Anno Domini 18th January 1790.

I Caudiam Vejeapa Naicken of Teruvetasuvaram Paty do give this mortgage Bond of Choultry and Garden to Enoogula Veradaraujuloo Naicker of Madras that is to say —

In Consequence of my urgent Occasion I have mortgaged to you my Garden Situated in the limitts or Boundary of Tanumpaly North to the Garden of Casava Moodaliar West to the Lane leading to the Garden of Mr Voughn East to the road together with three Caunies of Ground in the said Garden within the Boundary of Varasalore Jagire of Vandavash given me as I am to perform Charitable act by the Nabob Hasarat Amdutal Amrah which said three Caunies and also the Choaltry and House the materials and Tank as well as the Trees in the said Garden I have mortgaged and borrowed and received of you the sum of (484½) Four hundred and Eighty four and half Star Pagodas which Sum I do hereby engage to repay you in the space of One Year with 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 prosecute in the Honble the mayors Court and recover your Principal and Interest by disposing the Property which was mortgaged to you Witnesses Nootala Paty Narasimma Naicker & Colatore Teagapa Moodaliar by their knowledge this Mortgage Bond was drawn by Vencataraugavon —

Witnesses Signed
Narasimman
Colatore Teagapen

(Signed) Cadiam Vejiana
A true Translation as near as can be from the Malaber Language —
(Signed) Ranganaudom
Interpreter

A true Copy
John Wilkenson
Attyy for Petitioner

Dr Cadiam Vejeapah Naicker in account with Enoogula Veradaraujuloo Naicker Cr

1790 Jany	18th	To the Amount of your Mortgage Bond of this date	484	22	40	1792 April	2d	By Balance due	612	40
1792 April	2d	To Interest ond. from January 18th to this day being 2 Years 2 Months & 15 Days at 12 ℘ Cent ℘ Annum	128	17	40					
		Pagodas	612	40	—			Pagodas	612	40

Madras 2d April 1792
EE ℘ (signes)
A true Copy
John Wilkinson
Attyy for Petitioner

Filed 3d April 1792

To the Honble the Mayors Court at Madraspatnam

Between Joseph Garrow and Benjamin Torian Complainant
and
Cadiam Vejeapah Naick Defendant

The Humble Petition of Coloontaul Veerausaumy Naicker of Madras Inhabitant —

Sheweth

That the above named Complainants did some time an or about the Eighteenth day of May which was in the Year One Thousand Seven hundred and Ninety one Exhibit their Bill of Complaint in this Honble Court against —

against the said Defendant Cadiam Vejeapah Naick to re-
-cover a Sum of Seven hundred and Twenty one Pagodas
therteen fanams and Sixty three Cash alledged by reason of
the matters and things in their said Bill. Your Petitioner
Sheweth that upon such Bill being filed against the De-
fendant to wit on the said Eighteenth Day of May one Thou-
-sand Seven hundred and Ninety one a Summons did Issue
and was served upon the Defendant as Your Petitioner
believes to appear and answer the Complaint of the said
Joseph Garrow and Benjamin Torian. That a Warrant
afterwards Issued thereon and was afterwards returned
in this Hon'ble Court on the Twenty Sixth day of July en-
-dorsed by the Sherriff that the Defendant was not to be
found. That upon such return the Attorney of the Complai-
-nants did pray that a Warrant of Sequestration directed to
the Sheriff of Madraspatnam and the Districts thereof
might Issue against the Goods and Chettles of the said
Defendant. And Your Petitioner Sheweth that a War-
-rant of Sequestration did accordingly Issue on the said
Twenty Sixth day of July whereupon the said Sheriff
either of his own accord or by direction of the Complainants
or some one at their Instance or otherwise did Seize on a
certain House and Premises situated at Trevattyswaran
Pettah between the Houses of yada Ellapillay and Sadaseva
Moodelliar the Property of the said Defendant. And Your
Petitioner Sheweth that after the Seizure of the said
House and Premises by the Sheriff as aforesaid the said
Warrant of Sequestration was returned to this Hon'ble Court
on the Ninth day of August following, and that a Decree
was in due course granted in favor of the said Complainants

on or about the fourteenth day of February last. And that on or about
the Twenty Eighth day of the same Month Execution did Issue
when the Sheriff returned the aforesaid House and Ground as part
of the Goods Chattles and Estate of the said Defendant and hath
accordingly advertised the same with other Property for sall in
the Madras Courier in the words following "Fort St. George 24th
"March 1792." Joseph Garrow and Benjamin Torin vers Co-
"dam Vizeapah Naick" Public Notice is hereby given that on
"Thursday the 5th and Friday the 6th of April next will be sold by
"Public Outcry on the Premises, between the Hours of 4 and 6 in
"the afternoon of each Day. One House and Ground and a Large
"Garden with two Braming Houses, three Boutiques a large
"Tank and Well, planted with Coconuts and Numerous other
"Trees Viz. One Thursday the 5th a House and Ground situated
"at Trevattyswaram Pettah on the south street of the Church,
"between the Houses of Yellapillay and Sadasevah Moodelliar,
"measuring in length from North to South 85 feet and in-
"breadth from East to West 37 feet or thereabouts. One Friday
"the 5th a large Tank and Well planted with Coconuts and numer-
"rous other Trees situated at Lungambaeekum Southward
"to Col. Cappers Garden measuring four Cauneys and two
"and a half Grounds or thereabouts, being the Property of the above
"named Defendant and Seized by order of the Honble the Ma-
"yors Court. The Conditions of Sale will be mentioned at the
"time and place of Sale. a plan of which may be seen at the
"Deputy Sheriffs office in Suncaramahs Street China Bazar,
"W. Cockell Sheriff" And Your Petitioner sheweth he is a Mort-
-gage Creditor of the said Defendant for the said House and
"is in possession of the Bill of Sale of the said House a true Cony
of a Translation of which as also of the Defendants Mortgage
Deed thereon are hereunto annexed for the inspection of this
Hon'ble

Honble Court to which Your Petitioner craves to refer and pray the same may be taken as parts of this his Petition. And Your Petitioner sheweth that the Ground on which the said House is built was not sold together with the House by Dausey Mylee in the Bill of Sale named to the Defendant in this Cause the Ground being the Property of the Church of Trevelasuwara saumiar Pattay and such Bill of Sale being intended to pass no other right save that of an Old Mud House built thereon by the Sellor as must be evident from the price fixed on it to wit Thirty two Pagodas. And Your Petitioner to shew how he comes to be a Creditor for so large a Sum as Three hundred Pagodas begs to represent that after the Defendant had so purchased the Old House aforesaid and the right of Occupying the same he pulled it down in part and made such new Building in its stead as rendered it valuable to the amount and upwards which this Petitioner lent thereon in Mortgage

All Which Matters and things Your Petitioner is ready and willing to prove and maintain as this Honble Court shall direct and therefore prays this Honble Court that the Sheriff may be restrained from Selling such House in mortgage to Your Petitioner or in the event of Selling the same that he may be directed to pay or hold over to the use of Your Petitioner the amount Principal and Interest of his Mortgage being as per an Account Current made up thereon to this day and hereunto annexed a Sum of Four hundred Eleven Pagodas & thirty fanams

And Your Petitioner shall Ever Pray

John Wilkenson - Atty for Petr

Translation of a Bond dated 1st Thye of Plava Year or 10th January 1782 -

I Dausy Mylee of Treuvetasuvran Petay do give this Bond to Coodatore Cadiam Vejeapah Naiker 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 (32) Thirty two Star Pagodas Current Money of Madras for which Sum I have finally sold to you my House, and in case any Let or molestation should happen to this I am responsible to get it clear This I have given you this Bill of Sale of House with my free will and consent Witnesses Sadago paula Naicker & Rangavier by their knowledge Nadrayan's own hand writing -

Marked Mylee

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

(Signed) Ranganaudom
Interpreter

A true Copy
John Wilkenson
Atty for Petr

Translation of a Mortgage Bond Dated 21st February 1789 -

I Coodatore Cadiam Vejeapal Naicker of Trevetasuwarasaumiaur Paty do give this Mortgage Bond of the Materials of House to Coloontaul Veerasaumy Naicker of Madras that is to say -

In consequence of my urgent Occasion I have Mortgaged to You the materials of my House Situated at Trevelasuvarasaumeear Patty Between the Houses of Yada Ellapillay and Sadausewa Moodeliar together with the Bill of Sale of House which I purchased from Dausy Mylee on -

on the 10th January 1782 and borrowed and received of you the sum of /300/ three hundred Star Pagodas which Sum I do hereby engage to repay you on or before the 30th September with all such Interest as shall or may become due thereon at the rate of 12 p Cent p annum — Indefault of which you are hereby empowered to prosecute in the Honble the Mayors Court and recover your Principal and Interest together with the Charges attending thereto by disposing the Premises Thus I have given you this Mortgage Bond of the Materials of house without any fear with and consent Witnesses Myla Mootia Moodeliar & Streplicarry Ramasapah Moodeliar by their Knowledge this Mortgage Bond was drawn by Vanteyaur Interpriar

Witnesses /Signed/
Myla Mootiah
Ramasapan

/Signed/ Cadiam Vejeapa
Above translation as near as can be from the Malabar Language —
/Signed/ Ranganaudan
Interpreter

Above Copy
John Wilkenson
Atty for Petr

D.r Cadiam Vejeapah Naicker in Account with Cloontaul Veerasawmy Naicker Cr.

1789 Febry 21st	To the Amount of your Mortgage Bond of this date	300 —		1792 Apl 2d	By Balance due	411.30 —	
1792 Apl 2d	To Interest ond from Febry 21st to this day being 3 years 1 mth 10 days at 12 p Cent p Annum	111.30 —					
	Pagodas	411.30 —			Pagodas	411.30 —	

Madras 2d April 1792

E. E. /signed/ Veeraswamy

Above Copy
John Wilkenson
Atty for Petr

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 10th Day of April Anno Domini 1792

Present
Andrew Ross Esquire Mayor
James Call and Benjamin Roebuck
Aldermen
Joseph Gerrow and Benjamin Torin
vice
Codeam Vizeapah Naik

The Attorney for the Respondent prays that the Petition filed on behalf of Salegramam Bonnapillah may stand dismissed as it appears from the two Several Mortgage Bonds true Copies of the Translations whereof are said to be annexed to the said Petition that the Mortgaged Property is Situated at Cuddalore and Pondicherry and the premises Seized under Sequestration and Sale aforesaid at Trivetaypaum Pettah and Choultry Plain to which Mr George Palmer Attorney for the Petitioner objects and produces to the Court the Original Mortgage Bond with a Translation thereof and acquaints the Court that a mistake has been Committed by his Clerk in Copying the Mortgage Bond Marked N.2 annexed to the Petitioners Petition which mistake he now prays he may be allowed to Verify by inserting the Words "of my Garden at Tonampeta together with a Bill of Sale" in the Copy of the Mortgage Bond Marked N.2. annexed to the said Petition and in support of his Motion prays Leave to file his own Affidavit Sworn to in Court Read and filed The Court having taken the same into Consideration it is Ordered that the Attorney for the Petitioner be permitted to Amend his Petition by inserting the Words prayed for and that he do pay the Costs attending the Motion — The Mayor dissents to the Resolution of the Court as to the Costs being of Opinion that each party should pay his own Costs —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th Day of April Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck

Aldermen

Joseph Gerrow and Benjamin Joron

over

Codeam Vizeapah Naik

The Attorney for the Respondent acquaints the Court that as the Petition now stands he has no objection to the prayer of the Petition being granted — and that the Sheriff's Seals be taken off the Sequestered Premises — The Attorney for the Petitioner prays that the Respondent may be Ordered to pay the Costs attending the Petition — Ordered Accordingly and that the Sheriffs Seals be taken off the Sequestered Premises — The Attorney for the Respondent consents to so much of the prayer of the Petition Errogalah Verdarajalos Naicker's Petition as relates to the Seals being taken off the Premises being granted but objects to the payment of Costs as the Premises have been Seized upwards of Six Months and no Notice or Petition filed during that time — The Attorney for the Respondent prays that the Petitioner do pay the Costs attending the Petition — The Court having taken the same into Consideration it is Ordered that the Respondent do pay the Costs attending the Petition & that the Sheriff's Seals be taken off the Premises —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th Day of April Anno Domini 1792

Present

Andrew Ross Esquire Mayor

James Call and Benjamin Roebuck

Aldermen

Joseph Garrow and Benjamin Joron

over

Cadiam Vejeapah Naik

The Attorney for the Respondent consents to so much of the prayer of the Petitioner Columtaula Veerasawmy Naicker's Petition as relates to the Seals being taken off the Premises being granted but objects to the payment of Costs as the Premises have been Seized upwards of Six Months and no Notice or Petition filed during that time — The Attorney for the Respondent prays that the Petitioner may pay the Costs attending the Petition — The Court having taken the same into Consideration it is Ordered that the Respondent do pay the Costs attending the Petition & that the Sheriff's Seals be taken off the Premises —

952

Filed 16th September 1791

To the Honble the Mayors
Court at Madrasspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Covy Iwa Cosa Moodeliar of
Madras Inhabitant that Mauvy Arnauchellum of the same
Place Inhabitant stands Justly and truely indebted unto Your
Orator in the full and Just Sum of Six hundred and Twelve 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 Forty four Pounds and
Sixteen Shillings or thereabouts as will more fully and at large
appear by the Copy of an Agreement with a Covenant to sue
for and recover the same in this Honble Court and an Account
Current hereunto Annexed for the Inspection of this Honble
Court to which Your Orator begs leave to Refer and prays
the same may be taken as part of this his Bill of Compliant
the Originals whereof are in Your Orator Possession and Ready
to be produced when Required and Your Orator further Sheweth
unto this Honble Court that he hath frequently and in an amic-
-able manner Requested payment from the said Mauvy
Arnauchellum of the said Sum of Six hundred and twelve Star
Pagodas Current Money of Madras

But now so it is may it please this
Honble Court the said Mauvy Arnauchellum Obstinately
and wilfully Refuseth to pay the same or to give Your Orator
any Manner of Satisfaction touching the Premisses Your
Orator therefore prays a General Relief such as to this Honble
Court shall appear Agreable to Equity and good Conscience
To the End therefor that the said Mauvy Arnauchellum