MAYOR COURT PLEADING
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did then answer that he had no Orders or provision for payment thereof wherefore the said Notary did on day aforesaid protest against the said Dawsonne Drake and Robert Kelly for all Costs Damages and Interest already suffered and to be suffered for want of payment of the said principal Money and Interest due on the said Bond, as may more fully and at large appear by Copies of the Original Bond and Protest hereunto annexed for the Inspection of this Hon:ble which Your Orator prays may be admitted as part of this his Bill of Complaint the Original whereof are in Your Orators Attorney poſseſsion ready to be produced when properly called for? – And Your Orator Sheweth that the said three Triplicate Bonds and each of them And the Interest thereupon due and owing and every part of the principal and Interest thereof are so now remain unpaid and discharged. —

And Your Orator sheweth that the said Dawsonne Drake nor the said Robert Kelly not having paid the said Bond According to the Condition thereof nor any part of the said Condition in any part performed Your Orator hath a seperate Right of Action against the Administrator of the said Dawsonne Dracke as also against the said Robert Kelly and Your Orator further sheweth that the said Dawsonne Drake having died in Fort Saint George And his Goods and Chattels Administered there, Your Orator is justly entitled to have Indian Interest upon the Principal Sum of two Thousand Pounds Sterling from the day of the date of the protest aforesaid To Wit at and after the Rate of Interest of twelve per Cent per Annum from the twenty

Sixth —

sixth day of May One thousand Seven hundred and Eighty One, the day of the date thereof upon the Equity of the Case, as a Compensation for Your Orator being compelled to revert to the place of the Original Covenent between Your Orator and the said Obligors, by reason of their having failed to fulfill and discharge the same in London according to the Conditions upon which the said Money was lent to be repaid: and also upon the legal Ground of the said Bond or obligation, That the said Dawsonne Drake is indebted and ought to pay unto Your Orator the full penal Sum of Ten Thousand Pagodas or Four Thousand Pounds Sterling Pounds being the penalty in which the said Dawsonne Drake did bind himself his Heirs Executors and Administrators; And Your Orator also Sheweth that it is the Custom of Fort Saint George to settle and pay the Debts of persons defaulting in their Covenants to pay money in the City of London upon return of such Covenants to India, to allow and pay thereon Indian Interest or Twelve per Cent per Annum, And Your Orator Sheweth that the Estate of Dawsonne Drake ought particularly to pay and allow Indian Interest upon the said Debt atleast from the Day of the Date of the Protest for non Payment thereof because the Debt was contracted in India, and no part of the Condition to pay the same in London was performed, and the said Dawsonne Drake had the use of the said Money in India in his life time and his Administrators since his Death without either he or them, or either of them having made any provision to pay the same in London; And Your Orator Sheweth that he did frequently by his said Attorney and otherwise demand payment thereof accordingly from the Original Administrator Nathaniel Barlow in his life time and hath also demanded payment of the said Sum of Nine thousand eight hundred and Seventy Seven Pagodas forty three Fanams and Seventy Cash from the present Administrator Since his Death —

But now so it is May it Please this Honble Court the said Nathaniel Edward Kindersely Obstinately and willfully refuse 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 Nathaniel Edward Kindersely 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 again repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid sum of Nine thousand Eight Hundred and Seventy seven Pagodas forty three 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 Nathaniel Edward Kindersely to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts

thereof

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.

16th February 1788 —

Thy Dickins
atty Complt

This Bill was Shewn time Between the days of Adjournment let a Summons issue thereon returnable next Court day —

Edwd Jno Hollond
Mayor

Dr. The Estate of Dawsonne Drake Deceased in Accoun Curren with The Honble Edward Monckton Esqr — Cr

			£	S.	D.	P.	F.	C.
1777 Decr	31st	To the Amount Principal of the said Deceased and Robert Kelly's Bond to me of this date payable jointly or Seperately	2000	"	"			
1781 May	26th	To Interest ond. to this day is yr. mo. ds. 3. 4–26 @ 5 ℔ Cent	340	11	1			
		£	2340	11	1			
		Exchange @ 8 Shellings for 1 Pagd. from £2340–11–1 is				5851	13	70
1788 Feby	12th	To Interest on Ps. 5000 from 26th May 1781 the day that the same was protested in London and returned to India under Protest of the said Date to this Day is yr. mo. ds. 6: 8: 16. @ 12 ℔ Cent ℔ annm.				4026	30	–
		Sr. Pagodas				9877	43	70

	£	S.	D.	P.	F.	C.
By Balance				9877	43	70
Sr. Pagodas				9877	43	70

Madras 12th Feby 1788.

E E ℔ John Turing

atty to the Honble Edward Monckton

true Copy H. J. Dupuis

atty Compt.

On the Twenty sixth day of May 1781. at the request of The Honorable Edward Monckton of Upper Grosvenor Street in the Country of Middlesix. I Benjamin Hammatt Notary Publick Dwelling in London duly Admitted and Sworn Exhibited the Original Bond under the hands and Seals of Dawsonne Drake and Robert Kelly hereunto annexed to Robert Knox Esquire of this City Merchant to whose House the same is made Payable and Demanded Payment of the Principal Sum of Two Thousand Pounds Sterling for which the said Bond was given and Interest due thereon from the date of the said Bond, who answered that he had no orders or Provision for Payment thereof Whereupon I the said Notary at the request aforesaid have and do hereby Solemnly Protest against the said Dawsonne Drake and Robert Kelly the Obligors in the said Original Bond Named and discribed, and all others Concerned for all Costs Damages and Interest already suffered and to be Suffered for want of Payment of the said Principal money and Interest due on the said Bond

Thus Done and Protested in London aforesaid in the presence of Mathew Brown and James Gale Witnesses

L. S.

In Præmissorum fidem
Benj: Hammatt. Not. Pub.

Exd. 1x 520

true Copy
Hy Du Pré
attorney

Know all Men by these Presents that We Dawsonne Drake of Fort St George and Robert Kelly Captain in the East India Companys Service of Fort St George are Jointly and Severally held and firmly bound unto Edward Monckton of the same place in the Penal Sum of Ten Thousand Pagodas or Four Thousand Pounds Sterling of England to the Payment whereof well and truely to be made to the said Edward Monckton his heirs Executors Administrators, or assigns. We do hereby Jointly and Severally bind Ourseles Our heirs Executors and Administrators firmly by these Presents In Witness whereof We have set Our Hands and Seals in Fort St George this Thirty first of December in the of Our Lord One thousand Seven hundred and Seventy Seven to three Bonds of the same tenor dated the One being accomplished the other two to be Void —

Whereas the above Dawsonne Drake and Robert Kelly Have Jointly Borrowed and Received of the above Named Edward Monckton the full and Just Sum of Five Thousand Pagodas Current of Madras to run at Interest at the rate of Five Pounds Sterling per annum for every hundred Pounds Sterling reckoning each Pagoda to be Eight Shillings untill the Sum of Two Thousand Pounds Sterling shall be paid unto the said Edward Monckton his Heirs Executors Administrators or assigns —

Now the Condition of this Obligation is such that if the above bound Dawsonne Drake and Robert Kelly or either of them their heirs Executors Administrators or assigns shall well and truely pay or Cause to be paid unto the said Edward Monckton his Heirs Executors Administrators or assigns in London at the House of Robert Knox there Merchant the full and just Sum of Two Thousand Pounds Sterling within the Space of three years from the date hereof and in each Year the Interest of Five Pound Sterling per Annum Commencing from the date hereof on every hundred Pounds remaining unpaid untill the whole is discharged with the Interest as herein before Stepulated than this Obligation tobe Void But Contrary wise to stand and remain in full Force and Virtue Having Signed and Sealed Three Bonds of this tenor and date, the one Complished the other Two to remain Void.

Signed Sealed and Delivered
when no Stamp'd Paper tobe had
inthe Presence of
James Johnson

Dawsonne Drake L.S

Robt Kelly L.S

true Copy
Wy Dupuy

Filed 13th May 1788.

The answer of Nathaniel Edward Kindersley of Fort Saint George Esquire in the Civil Service of the Honorable Company Administrator with the Will Annexed of all and Singular the Goods Chattles Credits and Effects of Dawsanne Drake Deceased Defendant to the Bill of Complaint of the Honble Edward Monckton of upper Grosvenor Street in the City of London by his Attorney John Turing late one of the Member of the Council of the Honble United Company of Merchants of England Trading to the East Indies also of Fort Saint George Esquire Complainant

This Defendant as Administrator as aforesaid 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 Untruths Uncertainties and Imperfections in the Complainants said Bill of Complaint contained for answer thereunto or unto so much thereof as he this Defendant is advised doth Materially Concern him to make Answer unto he this Defendant answereth and saith that he doth not pretend to deny that the said Dawsonne Drake might in his life time have granted the Triplicate Bond or Obligations mentioned in the said Complainants Bill of Complaint Jointly with the said Lieutenant Colonel Robert Kelly for the sum therein mentioned and which said Sum together with the Interest thereon at the rate expressed in the Copy of the said Bond Annexed to the said Complainants Bill of Complaint this Defendant is ready and willing to satisfy when he is provided with the Means for so doing but this Defendant Saith that it is only within these very few Months that he hath Procured Letters of Administration to the Estate and Effects of the said Dawsonne Drake Deceased and interred upon the duties of his Station as Administrator since which he hath indeavoured to acquire a Knowledge of arrange the various Concerns of the said Estate many whereof are very extensive and Complicated and in order the more effectually to accomplish the same he this Defendant did Cause and advertizement to be inserted in the Madras Courier to the purport of requesting all Persons who were indebted to the Estate of the said Dawsonne Drake to pay the amount thereof as well as all those who had Demands thereon to send to Send in an account thereof to him as administrator as aforesaid This Defendant further Saith that although the securities for money belonging to the said Estate are to a very Considerable Amount that they have been so largely distributed in the way of colleteral Securities Amongst those who have claims upon the said Estate of the said Dawsonne Drake that it hath not been in his Power to collect much money from the few which now only remains in his hands This Defendant further saith that Notwithstanding he is ready to pay the Amount of the said Bond and the Interest thereon as for as the law and the Funds in hand will admit and authorize his doing that with respect to the said Complainants claiming or Pretending to claim Indian Interest for the amount of the said Bond he Conceives this Hon^ble Court may not deem him entitled thereto neither does he see how a Protest for non Payment of a Bond can be at all requisite or neceſsary or with what Propriety or reason its being made can in any shape alter procure more advantageous Terms for the Payment of the sum of Money for which the said Bond is granted than those specified in and by the Conditions thereof that in the Case of a Bill of Exchange it becomes neceſsary to enter a Protest in case of Failure of Payment thereof because the Custom of Merchants hath rendered it requisite and the Validity of the same might be indangered was the Form of so doing not Complied with but this Defendant saith the law or Custom of Merchants hath no Connections or interference with the granting a Bond which is a solemn legal Contract

entered

entered into under certain Conditions and Penalties contained and expreſsed therein that it Concerns not the said Complainants what Benefit or advantage hath accrued to the said Defendant by the supposed Employment of his Money in India where Twelve ℘ Cent is allowed any more that it would have done had he employed it in the Country where it would not have yeilded as much Profit as he this Defendant is bound to pay him the said Complainant for the loan thereof that five ℘ Cent is the expreſs rate of Interest mentioned in the Bond the amount whereof is to be paid in London and that if any Forfeiture or loſs is incurred by a Breach of the Condition of the said Bond it is the Penalty therein mentioned that the Terms on which the said Bond is specified to be given ought not be altered and that inforceing the Payment of Interest at the rate of Twelve ℘ Cent would be creating a Condition which the Bond itself does not expreſs and that the said Complainant in accepting of Payment of the said Bond on the Terms therein Specified is concluded thereby and the only Redreſs or Compensation he hath reserved to himself in case of Failure thereof is the aforesaid Penalty that the alternative of five ℘ Cent in London or in case of Failure thereof Twelve ℘ Cent in India is not expreſsed or implied in the said Bond and further that the said Bond by being made payable in England is accepted and to be looked upon as an Europe Debt and therefore that the said Complainant cannot be entitled to more Redreſs here than he would have upon a proceſs obtained there This Defendant further saith that the Condition for the said Bond to be Paid in London might have been at the expreſs desire and for the sole Accommodation of the said Edward Monckton from his Intention of quitting this Country before the said Bond was meant to be payable and that its being so made payable in England in Compliance with the Request of the said Edward Monckton may have been the reason of its having remained so long undischarg

ged

from the said Defendant not being able to provide the same Funds There he perhaps might with ease have done in India This Defendant however to shew how little the said Dawsonne Drake was Benefited by the said sum in his life time further Answering Saith that altho he the said Dawsonne Drake did by granting the said Bond Jointly and Severally with the said Robert Kelly rendered himself liable for the amount thereof that he been informed and firmly believes that the said Dawsonne Drake had no further Concerns therein than as being a Security for the said Robert Kelly merely from motives of Freindship on whose Account the said Bond was given he the said Robert Kelly become indebted to the said Edward Monckton for the Purchase of a House which he the said Robert Kelly the time of Purchasing therefore that the use of the said Complainants money which he pretends the said Dawsonne Drake had in his life time and his Administrators since his Death and in which Circumstance the said Complainant now attempts in some measure to rest his Pretentions for the additional Interest of Twelve ℘ Cent upon is an aſsertion entirely founded in Error and that the fact above aſserted with respect to the money for which the said Bond was granted being advenced by this Defendant Solely on Account of the said Robert Kelly was and is well known to Meſsieurs Alexander Cuthbert and Antonio De Souza formerly the attornies of the said Complainant and the more fully to convince this Honble Court thereof this Defendant prays leave to annex hereto Copies of three Letters two whereof are written by the Colonel Robert Kelly and the other by the said Dawsonne Drake to him the said Robert Kelly and which this Defendant prays may be taken as Part of this his answer This Defendant further Saith that altho the said Complainant pretends to make claim of Indian Interest in Consequence of the Failure of Payment on the Part of the said Dawsonne Drake and to be entitled to a separate Right of Action against this Defendant on that account this Defendant humbly Conceives that to have supported the same it would have been encumbent on the said Complainant to have shewn the Injury loſs or Damage Sustained by him as Grounds for supporting his said separate Right of Action but that this Defendant Saith the said Complainant hath not attempted to do well knowing that the rate of Interest expreſsed in the said Bond is the utmost allowed of in the Country wherein he the Complainant is Settled and resides and that in all Probability the adventage he will derive from the loan of his money at that rate when paid which this Defendant Saith he hath reason to hope there will be Aſsets Sufficient to do will be greater than he could have turned it to had it been laid out in the english Funds or on any landed or other Security This Defendant therefore hopes from the Matters above Stated that this Honble Court Should they think fit to grant a Decree in favor of the above named Complainant will be pleased so to do at the rate of Interest only expreſsed and set forth in the said Bond as the Utmost the said Complainant can be intitled unto.—

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 this Reasonable Costs and Charges in this behalf most wrongfully Sustained —

Sworn to before me at
Fort Saint George this
13th day of May 1788
Edw.d Garrow
Mayor

Cuth.t Baker
Atty for Defend.t
Nath.l E. Kindesley
admor to D. Drake Estate

from the said Defendant not being able to provide the same Funds There he perhaps might with ease have done in India This Defendant however to shew hon little the said Dawsonne Drake was Benifited by the said sum in his life time further Answering Saith that altho he the said Dawsonne Drake did by granting the said Bond Jointly and Severally with the said Robert Kelly rendered himself liable for the amount thereof that he been informed and firmly believes that the said Dawsonne Drake had no further Concerns therein than as being a Security for the said Robert Kelly merely from motives of Freindship on whose account the said Bond was given he the said Robert Kelly become indebted to the said Edward Monckton for the Purchase of a House which he the said Robert Kelly the time of Purchasing therefore that the use of the said Complainants money which he pretends the said Dawsonne Drake had in his life time and his Administrators since his Death and on which Circumstance the said Complainant now attempts in some measure to rest his Pretentions for the additional Interest of Twelve p Cent upon is an aſsertion entirely founded in Error and that the fact above aſserted with respect to the money for which the said Bond was granted being advenced by this Defendant Solely on account of the said Robert Kelly was and is well known to Meſsieurs Alexander Cuthbert and Antonio De Souza formerly the attornies of the said Complainant and the more fully to convince this Honble Court thereof this Defendant prays leave to annex hereto Copies of three Letters two whereof are written by the Colonel Robert Kelly and the other by the said Dawsonne Drake to him the said Robert Kelly and which this Defendant prays may be taken as Part of this his answer This Defendant further Saith that altho the said Complainant pretends to make claim of Indian Interest in Consequence of the Failure of Payment on the Part of the said Dawsonne Drake and to be entitled to a separate Right of Action against this Defendant on that account this Defendant humbly Conceives that to have supported the same it would have been encumbent on the said Complainant to have shewn the Injury loſs or Damage sustained by him as for Grounds for supporting his said separate Right of Action but that this Defendant Saith the said Complainant hath not attempted to do well knowing that the rate of Interest expreſsed in the said Bond is the utmost allowed of in the Country wherein he the Complainant is settled and resides and that in all Probability the adventage he will derive from the loan of his money at that rate when paid which this Defendant Saith he hath reason to hope there will be Aſsets Sufficient to do will be greater than he could have turned it to had it been laid out in the english Funds or on any landed or other Security This Defendant therefore hopes from the Matters above Stated that this Honble Court should they think fit to grant a Decree in favor of the above named Complainant will be pleased so to do at the rate of Interest only expreſsed and setforth in the said Bond as the Utmost the said Complainant can be intitled unto.—

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 this Reasonable Costs and Charges in this behalf most wrongfully Sustained—

Sworn to before me at
Fort Saint George this
13th day of May 1788
Edwd Garrow
Mayor

Chas Baker
Atty for Defendt
Nathl E. Kindersley
admor to D. Drake Estate

Major Kelly

Dear Sir

The Contents of a Letter which I have this Moment received Copy whereof I transmit to you herewith, have astonished me greatly as their appears great Cause of Complaint on the Part of Mr. Monckton who has behaved in a Manner that the treatment he has met with does not merit as the treatment he has met with does not meret as the buſineſs is entirely your own I trust you will for your own Credit — and Mr. Monckton's satisfaction take immediate and Effectual Manner not only to Comply with the Present Requisitions of his Attornies, but also to fulfill payment of the Bond when due and that you will communicate to me the mode in which you intend to give Mr. Monckton and his Attornies this Satisfaction —

I remain
Dear Sir
your Ob.t Serv.t
Daw.d Drake

Ellembore House
at Night.
24th March 1780 —

A true Copy
Cha.s Baker
atty for Deft.

Fort St. George 12th Octbr. 80 —

Dear Sir

Being still confined to my room with the dregs of a Rheumatic fever I cannot do myself the honor of waiting on you — I therefore send you the accompanying letter, a duplicate of which I have received and answered in the best manner times & circumstances will permit. — Be aſsured Sir, that were it only on Your account, I will with the most unremitting delligence, seek for means to clear you of an Obligation which no other than friendly motives could have had any share in, on your part. — This I shall ever retain a gratefull sense of — And remain,

Dear Sir
Your most Obliged hu.d Serv.t
Rob.t Kelly

Dawsonne Drake Esq.r

A true Copy
Cha.s Baker
Atty for Deft.

(Copy) To Alex.r Cuthbert &
Antonio De Souza Esq.rs

Gentlemen

In answer to your favor of Yesterday, I can only aſsure you that when Hyder Ally entered the Carnatick, I was taking measures for selling of the House and Ground I had of Mr. Monckton, in order to discharge the Bond you mention. For on your first Notice I had tried every other mode I could think of to raise that sum, but to no effect. — I need not tell you Gentlemen of atter impoſsibility of selling a Garden House at this time but I will aſsure you that it is my Interest as well as inclination to loſe no time in discharging my Bond with Mr. Monckton; that I will use every poſsible endeavour to raise Money for that purpose as soon as the time will premit me. And that I have wrote that Gentlemen to this Effect, a few days ago —

I am Gentlemen
&c &c

A true Copy
Cha.s Baker
atty for Deft.

Filed the 24th June 1788

The Replication of the Honble
Edward Monckton by his Attorney
John Turing late one of the Member
of the Council at Fort Saint George
Esquire Complainant to the Answer of Nathaniel Edward
Kindersly of Fort Saint George
Esquire Administrator of the
Estate of Dawsonne Drake late
of Fort Saint George Esquire Deceased Unadministered by Nathaniel Barlow late of Fort Saint
George Esquire Deceased Defendt.

This Replicant saving to himself all advantage 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 or thereby setforth and declared, and that the Answer of the said Defendant is very untrue and insufficient in the Law to be by this Replicant Replied unto for divers manifest Imperfections and uncertainties therein Contained the benefit of Exception whereunto being now and at all times saved unto this Replicant And this Replicant saith that the Defendant stands justly and truely indebted unto him in the Sum of Nine Thousand Eight hundred and Seventy seven Pagodas. forty three Fanams and seventy Cash, as is charged and setforth by him in his Bill of Complaint and in the Exhibits thereunto annexed — And this Replicant ſaith he admits a Bond, as the Defendant has defined it, to be, a solemn legal Contract entered into under certain Conditions and penalties contained and expreſsed therein, and this Replicant in Reply to what the Defendant in his Answer hath setforth "that it doth not concern this Replicant what benefit or adventage hath accrued to the Deceased or to his Estate since his decease, by the supposed employment of his this Replicants money in India, where twelve per Cent per Annum is allowed, any more than it would have done, had it been employed in the Country where it would not have yielded so much, because he the said Administrator is bound to pay this Replicant for the Loan of the said money at five per Cent per Annum, as the expreſs rate of Interest mentioned in the said Bond, the Amount whereof is to be paid in London" This Replicant saith that this Charge of twelve per Cent per Annum upon the Deceased's Bond from the day of the Protest thereof, To wit on the twenty Sixth day of May which was in the Year of our Lord One Thousand Seven hundred and Eighty one was not grounded on any Supposition of the Deceased or the Defendant making any adventage by not paying the same in London, according to the terms and Conditions thereof, but because the said Deceased Dawsonne Drake had not in his life time or his Executors and Administrators since his Death, nor the said Robert Kelly nor any one for them, paid the same according to the terms and Conditions thereof, fully expressed, nor any part of the principal or Interest thereof, at the House of Robert Knox Esqr. nor by any other person or persons. And this Replicant saith that the said Bond or Obligation so being unpaid in whole and in part on the thirty first day of December One thousand seven hundred and Eighty, the day on which the same did become due and ought to have been fully paid off and discharged, this Replicant did on the said twenty Sixth day of May following, cause the same to be Protested as aforesaid, for the purpose of giving every proof and satisfaction to the Representatives of the Estate of the said Dawsonne Drake, that no part of the Condition of the said Bond or Obligation has been performed, but that the whole of the Money thereon and every part thereof was and is still due and owing, and in Order fully to shew, that this Replicant was thereby obliged to send back the said Bond or obligation for payment at Fort Saint George, the place where the same was granted and executed, and this Replicant saith that it is upon the Evidence grounded on the said Protest, of demand having been made and payment of the said Bond having been refused by the person who was nominated by the said Obligors to pay the same in London on their behalf. That this Replicant hath founded his Claim of Indian Interest, from the day of the date of the said Protest, and upon the special Circumstances of the Case, because it was from that day that he was first compelled to return the said Bond or Obligation to India, at the place where the Original Contract and Covenant took place, and was in consequence compelled to relinquish every Right and

possibility

possibility of payment in London, by reason of the default of the Obligors or any one on their behalf performing the Condition of the said Bond or Obligation in London, which can no longer be considered as a Deed to be performed and fulfilled in London, because the term of payment there is long since expired. And this Replicant saith, that if the said Bond be Considered by the Defendant as a Deed to be performed in London, and not in Fort Saint George the Defendant ought to have pleaded or Demurred to this Replicants Action upon that Ground. But this Replicant is advised that no Plea or Demurrer could lay against an action upon the said Bond in this Honble Court, after that the said Bond had become due and was returned to India in default of payment in London, which this Replicant saith was on the day that the same was protested in order to be returned to India. And this Replicant therefore saith, that having such Right of Action upon the said Bond in this Honble Court under all the aforegoing Circumstances, he hath a Right to the Interest allowed by this Honble Court from the time that such Right of Action did accrue therein, and this Replicant saith that altho he might have been more regular in having grounded his action on the penal sum of the said Bond or Obligation than by the Charge of Indian Interest from the day of the date of the said Protest, Yet this Replicant saith that his not having asked all what he was intitled to, ought not to prejudice him in the Obtaining of what he has demanded.

And as to any other matter or thing contained and set forth by the Defendant in his said Answer whereto

this

All which matters and things this Repliant is ready and willing to aver maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Bill he hath already Prayed —

Hy. DuPuy
Atty Replt.

Filed the 11th
Octr 1795.

The Rejoinder of Nathaniel Edward Kindersley administrator of the Estate and Effects of Dawsonne Drake deceased unadministered by Nathaniel Barlow also late deceased Defendant to the Replication of the Honble Edward Monckton by his attorney John Turing late one of the members of the Council of Fort Saint George 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 untruths Insufficiencies and Imperfections in the Repliants said Replication contained for Rejoinder thereunto saith that his answer

-ed unto in manner and form as the same are therein and thereby set forth and alledged and that the Repliants said Replication is very evasive and insufficient in the Law to be by this Defendant rejoined unto and this Defendant for further Rejoinder says that he denies as in and by his said Answer he had already denied being indebted unto the Repliant in the sum sued for as the same is charged in and by his said Bill of Complaint in asmuch as the Repliant has made up the account Current to his said Bill annexed partly by an interest of twelve per Cent — whereas it appears by the Condition of the Bond upon which he has commenced his action that the same bears an interest of five per Cent and no more and therefore the Repliant in requiring a greater sum than he had fully Consented to receive at the time of Executing the said Bond has displayed a spirit of wanton litigation and acted contrary to equity and good Conscience and further this Defendant says that he has in his said Answer confessed every matter and thing sufficient for this Honble Court to judge and determine; that is this Defendant has confessed the execution of the said Bond by his said Intestate and submitted the question of Interest to this Honble Court which is all the Repliant could require from this Defendant and this Defendant says he is advised that it is laid down in the Books that if a Deed be confessed by an Answer and referred to, there ought to be no Replication but to proceed thereon to a hearing upon Bill and Answer and therefore this Defendant says that the Repliant ought not to have replied to this Defendant said answer but have set down the Cause for hearing upon Bill and answer and that having replied the same is Contrary to the course of His Majesty's Honble Court of Chancery and consequently to that of this Honble Court and therefore is vexatious and oppressive this Defendant thereupon prays the benefit arising therefrom and this Defendant says that protesting a Bond for nonpayment is absurd and contrary to the Custom usally observed in like cases where a Bound is not paid on its becoming due and — further this Defendant says that the said protest even had the same been regular and necessary never could have aperated so as change the Original Covenates entered into by this Defendants said Intestate and consented to, and approved of by the Complainant and this Defendant says that the law is not more in his favor than Equity for the Defendant says that in England five per Cent is the highest rate of Interest allowed by act of parliaments which rate of Interest is secured by the said Bond, and which this Defendant as administrator as aforesaid is ready and willing to pay when he shall have collected in assets sufficient for that purpose and therefore and thereupon and for the several Reasons hereinbefore setforth this Defendant says that the Repliant is entitled to the Interest of five per Cent per Annum and no more —

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this honble Court shall be pleased to direct and humbly prays as in and by his said Answer he has already prayed —

J Stuart Hall } Atts
John Hamelton } for Defts

Mayors Court at
Madraspatnam

Friday the 20th Day of April
Anno Domini 1792 —

Present
Andrew Ross Esquire Mayor
James Call and John Mitford
Aldermen

Between The Honble Edward Monckton of Upper Grosvenor Street on the City of London by his Attorney John Turing late one of the Members of the Council of the Honble United Company of Merchants of England trading to the East Indies at Fort Saint George Esqr. Complt. and Nathaniel Edward Kindersely also of Fort Saint George in the Civil Service of the said Honble United Company Administrator with the Will annexed of all and Singular the Goods Chattels Credits and Effects of Dawsonne Drake also late of Fort Saint George Esquire Deceased, Unadministered by Nathaniel Barlow late of Fort Saint George Senior Merchant in the said Service of the said Honble United Company Defendant.

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both Sides on Reading the

Complainants' Bill with Copies of three Exhibits Annexed, The Defendants Answer with Copies of three Letters Annexed, The Replication, The Rejoinder, On Hearing the Pleadings made Use of by the Attornies and on due Consideration and thereon This Court doth think fit to Order and Decree doth Accordingly Order and Decree that the Defendant do pay unto the Complainant out of the Estate and Effects of Dawsonne Drake Deceased the full and Just Sum of Five Thousand Pagodas (Pagodas 5000 together with Interest thereon at the rate of Five ꝑ Cent ꝑ Annum to the Twenty Sixth day of May One Thousand Seven hundred and Eighty One being the day on which the Condition of the Bond was Protested against for non performance, and from that Period at the rate of Eight ꝑ Cent untill full payment is made and it is further Ordered Decreed that each Party to pay their own Costs. —

HCW

Filed 24th April 1792

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator David Young now at Amboor or elsewhere within the Jurisdiction of this Honble Court that whereas Stephen Popham of Madras one of the Attornies of this Honble Court and Charles Loyd of the same place Merchant being indebted to your Orator in the sum of Five hundred Pagodas current money of Madras in order to secure the repayment thereof with Interest at the rate of twelve per Cent per Annum did in and by one Bond or Writing Obligatory duly executed by the said Stephen Popham and Charles Loyd and bearing date the twenty seventh day of June which was
in

in the Year of our Lord One Thousand seven hundred and ninety One acknowledge themselves to be jointly and severally held and firmly bound, unto Your Orator in the penal sum of One Thousand Star Pagodas with Condition thereunder written that if the said Stephen Popham and Charles Loyd or either of them should well and truly pay or cause to be paid unto your Orator the full and just sum of Five hundred Pagodas in nine months from the date of the said Bond with all such Interest as might be due thereon then the said Obligation to be void and of no effect otherwise to continue in full force and Virtue as by the said Bond or Obligation in the poſseſsion of Your Orators Attorney at Law and ready to be produced when required relation being thereunto had doth and will more fully and at large appear. —

And the said Stephen Popham and Charles Loyd in order more effectually to secure the payment of the said money did by their certain Warrant of Attorney bearing even date with the said Bond authorise and empower any one of the Attornies of this Honble Court to appear for them the said Stephen Popham and Charles Loyd at the Suit or instance of your Orator and to confeſs Judgment and allow a Decree to paſs and Execution thereupon to iſsue immediately in due form of Law and with full effect untill payment of Debt Interest and Costs of suit were made And your Orator further sheweth that there is now due Principal and Interest on the said Bond or Obligation the sum of Five hundred and forty six Pagodas, Twenty two Fanams and Forty Cash current money of Madras making in Sterling money of Great Britain at the rate of eight shillings for every
Pagoda

Pagoda the sum of Two hundred and eighteen Pounds twelve Shillings or thereabouts which sum Your Orator hath frequently and in an amicable manner demanded payment of

But now so it is may it please this Honble Court the said Stephen Popham and Charles Loyd obstinately and wilfully refuse to pay the same or to give Your Orator any manner of satisfaction touching the premises, Your Orator therefore prays a general relief such as to this Honble Court shall appear agreeable to Equity and good conscience To the end therefore that the said Stephen Popham and Charles Loyd may upon their 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 they may be decreed to pay unto Your Orator the aforesaid sum of Five hundred and Forty six Pagodas Twenty two Fanames and Forty Cash with all such Interest as shall or may become due thereupon also all Costs of this suit

May it please this Honble Court to Cause the said Stephen Popham and Charles Loyd to be summoned and required by the sheriff of Fort Saint George Town of Madrasipatnam 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

as to this Honble Court shall seem Meet

Fort St. George April 20th. 1792

G Chalmer
Atty. for Compt.

This Bill was shewn to me in the days of adjournment Let a summon issue returnable next Court day

Andrew Ross
Mayor

Filed 24th. April 1792

To Mr. John White One of the Attornies of the Honble the Mayor's Court at Madraspatnam or to any Other of the Attornies in the said Court

These are to authorize you the attorney above named or any Other Attorney of the Honble the Mayor's Court at Madraspatnam at any Court to be held after the Twenty Seventh of March Next ensuing and which Shall be in the Year of Our Lord One Thousand Seven hundred and Ninety two, to appear for us Stephen Popham and Charles Loyd of Madras Inhabitants Our heirs Executors and Administrators, or either as the Case may require at the Suit or Instant of David Young also of Madras Inhabitant his heirs, Executors, Administrators or Assigns, or any or either of them as the case may or Shall require or any Bond or written Obligation bearing even date herewith for the Penal Sum of One Thousand Star Pagodas Current Money of Madras for Securing the Certain Payment of Five Hundred Star Pagodas with Interest at the rate of Twelve p Cent p Annum Payable in nine Months from the day of the date hereof, And for us and in Our Names or in the Name or Names of Our Heirs Executors or Administrators to Confeſs Judgement and Suffer a Decree to paſs against Our person and Other Effects in default of payment of any part of the said Principal and Interest Meant and intended to be Secured by the said Bond or Written Obligation for the full Amount of the said Principal Sum of Five Hundred Star Pagodas with all Interest and Costs of Suit, and forthwith to Cause the said — Decree or Judgment of the said Hon^ble the Mayor's Court at Madraspatnam to be thereupon Entered Up of Record and Suffer Execution thereupon to Iſsue immediately in due form of Law and with full Effect untill Payment of Debt, Interest and Costs of Suit are Made. —

And for Your so doing this Shall be to You or to either of you a full and Sufficient Warrant — In Witneſs Whereof We have hereunto Set Our Hands and affixed our Seals in Fort Saint George this Twenty Seventh day of June One Thousand Seven hundred and Ninety One —

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

S Popham (L.S)
Chas. Loyd (L.S)

G Chalmer
Not: Pub.

J. D'Monte

Mayors Court at Madraspatnam
Tuesday the 24th Day of April
Anno Domini 1792.

Present

Andrew Roſs Esquire Mayor
William Webb and Josias DuPré Porcher
Aldermen

Between David Young now at Amboor or elsewere wither the Jurisdiction of this Hon^ble Court Complainant and Stephen Popham of Madras one of the Attornies of this Hon^ble Court and Charles Loyd of the same place Merchant Defendants —

The Defendants by their Attorney Mr. John Wilkenson 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 Defendants do pay unto the Complainant the full and Just Sum of Five hundred and Forty Six Pagodas Twenty Two fanams and Forty Cash (Pagodas 546: 22: 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.

Filed the 7. Sept. 1790

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Maumbalam Raumaunaidoo of Madras Inhabitant that Dandy Vencatasawmy of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Three Hundred and Sixty Seven Pagodas and Six fanams Current Money of Madras making in Sterling money of **Great Brittain** at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Forty Six Pounds Seventeen Shillings and one Pence or thereabouts as will more fully and at large appear by Copy of an account Currant and Copy of the Translation of a Mortgage Bond given and granted unto Your Orator by the said Dandy Vencatasawmy bearing date the Eight day of June which was in the Year of Our Lord One Thousand seven hundred and Eighty Eight Payable on or before the Tenth day of October next from the date thereof with Interest at the Rate of Twelve per Cent per annum hereunto annexed for the Inspection of this Honble Court both which Your Orators Prays may 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 for and your Orator, sheweth that it is further Covinated and Agreed by the said Dandy Vencatasawmy 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

Covinant

Covenant of the said Dandy Vencatasawmy Your Orator is at full liberty to Commence an Action and Sue for the Payment of his aforesaid Debt in this Honble Court according to the meaning Spirit and Construction of His late Majestys Charter now in force Respecting the Prosecution of Suits between he Natives of madras in the Honble the Mayor Court **And Whereas** Your Orator hath frequently and in an amicable manner Requested payment of the said Sum of Three hundred and Thirty Seven Pagodas and Six Fanams from the said Dandy Vencatasawmy —

But now so it is May it Please this Honble Court the said Dandy Vencatasawmy Obstinately and 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 agreeable to Equity and good Conscience To the End therefore that the said Dandy Vencatasawmy may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before settforth 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 Three hundred and Sixty Seven Pagodas and Six Fanams 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 Dandy Vencatasawmy 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.

Fort St. George 1 Sept. 1790

Hy Du Pary
atty Compt.

This Bill was shewn to me
between the days of Adjournment
Let a summons issue Returnable
Next Court Day

Wm. Corbett
Mayor

Dr. {Dandy Vencatasawmy in Account Current with Maumbalam Raumaunaidoo} Cr.

1788 June	8th	To the Amount Principal of your Mortgage Bond borne of this date	290	..	..	By Balance Due	367	6	-
1790 Augt	27th	To Interest ontd from 8th June 1788 to this day is 2 yrs 2 mo 19 ds @ 12 p Cent p Annum	77	6	..				
		Pags	367	6	..	Pags	367	6	-

Madras 27th August 1790

E: E:

True Copy
Hy Du Pary
atty Compt.

Translation of a Mortgage Bond dated 28th Vyausy or 8th June 1788

I Dandy Vencatasawmy do give this Mortgage Bond to Raugastree Maumbalam Raumaunaidoo That is to say

I have mortgaged to you the Choultry bill of sale of Connoory Shellamootoo and the bill of Sale of my Ground together with 20 Candys of Turmarick and borrowed and Received of you the sum of (290) Two hundred and Ninety Star Pagodas Current money of Madras which sum I do hereby engage to repay you on or before the 30th Paratausy or 10th Octr. with all such Interest as sall or may become due thereon at the rate of 12 p Cent p Annum In default of which you are hereby empowered to recover it by prosecuting me in the Court Thus I have given this Mortgage Bond with my free will and Consent Witnesses Sadarangapatnam Narraina Moodeliar and Sandy Chengleroya Moodeliar by their Knowledge Drawn and

Witnesses Signed
Narrainan
Chengleroyan

Signed by
Vencatasawmy

A True Translation as near as Can
be from the Gentoo Language
Rangaraudom
Intepreter

True Copy
Hy Du Pary
atty Compt.

Mayors Court at
Madraspatnam

Tuesday the 24th day of April
Anno Domini 1792 –
Present
Andrew Ross Esquire Mayors
William Webb and Josias DuPre Porcher
Aldermen

Between Maumbalam Raumaunaidoo of Madras Inhabitant Complainant and Dandy Vencasawmy 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 Three hundred and Sixty Seven Pagodas and Six Fanams (Pagodas 367 – 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.

Filed 10th March 1792

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

Humbly Complaining Sheweth your Suppliant and daily Oratrix Margaret Bracey Executrix of John Gill late of Madras deceased That Cashavoy of Madras Conicopoly stands justly and truly indebted unto Your Oratrix in the full and just sum of Twenty Six Star Pagodas and thirty two fanams including interest for goods Sold and delivered him by the said John Gill in his life time as will more fully appear from inspection of the Copy of an account hereunto annexed and to which Your Oratrix craves leave to refer the original being in the hands of your Oratrix's Attorney at Law ready to be produced and proved when required, making into British Sterling Money at the rate of Eight Shillings for every Pagoda a sum of Ten Pounds Thirteen Shillings and Eight Pence or thereabouts And your Oratrix Sheweth that she hath often and in an amicable manner as Executrix aforesaid applied to the said Cashavoy for payment of the said Sum of Twenty Six Pagodas and thirty two fanams –

But now so it is may it please this Hon'ble Court the said Cashavoy obstinately and wilfully refuses to pay the same or to give Your Oratrix any manner of satisfaction touching the premises Your Oratrix therefore prays a General Relief such as to this Hon'ble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Cashavoy 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 –

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 Twenty Six Pagodas and thirty two Fanams with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit.

May it Please this Hon^ble Court to cause the said Cashavoy to be Summoned and required by the Sherriff 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 this your Oratrixes Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Hon^ble Court shall seem Meet.

This 10th Day of March 1792

John Wilkenson
atty for Compl^t.

This Bill was Shewn to me in the days of adjournment let a Summons Issue returnable next Court day

Andrew Ross
Mayor

D^r. Cashavoy Conicoply to the Estate of the late John Gill

1790		Pag^s	F^s
July 12th	To 22 Sticks of Trincomallay Wood sold you at the rate of One Pagoda per Stick for ready money	22	–
	To Int. on this Sum for 19th Inst. 26th Days at 12 p C^t is	4	32
		26	32

Errors Excepted the 8th March 92

(Signed) Marg^t. Bracey
Exerx of the late Jn^o. Gill.

A true Copy

J. Wilkenson
Atty for Compl^t.

Mayor's Court at Madraspatnam

Tuesday the 24th Day of April
Anno Domini 1792

Present

Andrew Ross Esquire Mayor
William Webb and Josias DuPre Porcher
Aldermen

Between Margaret Bracey Executrix of John Gill late of Madras Deceased Complainant and Cashavay of Madras Conicoply Defend^t.

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 Twenty Six Pagodas and Thirty two Fanams (Pagodas 26.. 32.. –) 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 8th March 1792

To the Honble the Mayor's
Court at Madraspatnam.

Humbly Complaining Sheweth unto the said Court your Suppliant and Daily Orator Pauliam Yagapah Chitty of Madras Inhabitant That on or about the fourteenth day of February in the present Year of Christ One Thousand Seven hundred and Ninety two William Moore of the same place Inhabitant and a Person Subject to the Jurisdiction of this Honble Court having represented to your Orator that he could furnish him with Six Bales of French Broad Cloth on the Eighteenth or Nineteenth day of the same Month of February at a Price then fixed agreable to and Equal in Value with Certain Musters of Cloth then and at that time produced to your Orator provided Your Orator would in the mean time and untill the said Eighteenth or Nineteenth day of February advance him the said William Moore a Sum of Money on Account of the purchase of the same of Six Hundred Star Pagodas with which proposal of the said William Moore Your Orator being content Sheweth that he did forthwith pay to the said William Moore the said Sum of Six hundred Pagodas and did receive for the same his the said William Moore the said Sum of Six hundred Pagodas and did receive for the same his the said William Moore's Receipt in the Words and figures following to wit "Received from Paulam Yagapah Chitty the "Sum of Six hundred Star Pagodas on account of Six Bales of "French Broad Cloth that I promise to deliver in the Roads "of Madras on the 18th or Nineteenth Instant, agreeable to the musters "musters Madras 14th Feby 92 Wm Moore" the original Receipt of which the foregoing is a true Copy being in your Orator's hands ready to be produced and proved when this Honble Court shall require. And your Orator sheweth that the said William Moore did not on the said Eighteenth or Nineteenth day of February deliver or Offer to deliver to Your Orator the Goods Specified in his said Receipt nor hath at any time since such period Offered to deliver the same or any part of the same though by your Orator thereto frequently and after required by means whereof Your Orator is greatly injured and damnified in no less than a gain on Trade of Twenty five per Cent with a foreign Market and for which and upwards he had actually and as a Merchant Contracted. And Your Orator sheweth that he hath frequently and in an amicable manner requested of the said William Moore to furnish him with the Cloths contracted for or in lieu of the same his said Principal Sum of Six hundred Pagodas and the mercantile Interest he Your Orator can prove he could have made by such Cloths if duly furnished agreable to the said herein before specified contract making a Sum of Seven hundred and fifty Pagodas or Sterling Money at the Rate of Eight Shillings for every Pagoda the sum of three hundred Pounds.

But now so it is may it please this Honble Court that the said William Moore combining and Confederating to and with divers other Persons at present unknown to Your Orator whose Names when discovered Your Orator prays may be herein inserted and they made parties hereto with apt words to charge them endeavouring to wrong and injure your Orator in the Premises he the said William Moore peremptorily refuses to perform his said Agreement and deliver to Your Orator the said Broad Cloths pursuant to the true intent and meaning of the said agreement To the End therefore that the said William Moore and his Confederates when discovered may upon their Corporal oaths true direct and perfect Answer make to all and Singular the matters aforesaid and that as fully and particularly as if the same were here again repeated and Interrogated; and More particularly that the said William Moore may setforth and discover whether he did not enter into such Memorandum or Agreement as herein before is stated and setforth or any other and what Memorandum or Agreement and whether Your Orator hath not specifically called upon him to perform the said Agreement and whether he hath not refused so to do and why and for what reason and whether he does not know that Your Orator had contracted with Your Orator if by him duly observed and that he may account with Your Orator for the same, and that Your Orator may have such further and other Relief in all and Singular the Premises as to this Hon^ble Court shall seem Meet

May it please this Hon^ble Court to cause the said William Moore to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof personally to be and appear before this Hon^ble Court at a certain time and Place to be by this Hon^ble Court prefixed and appointed then and there to answer this Your Orators Bill of Complaint and further to stand to and abide by such order and Decree therein as to this Hon^ble Court shall seem Meet

John Wilkenson
atty for Comp^t

This 8^th Day of March 1792
This Bill was shewn to me in the day of adjournment
let a Summons Issue returnable next Court day.

Andrew Ross
Mayor

Mayor's Court at
Madraspatnam

Tuesday the 24^th Day of April
Anno Domini 1792

Present
Andrew Ross Esquire Mayor
William Webb and Josias DuPré Porcher
Aldermen

Between Pauliam
Yagapah Chitty of Madras
Inhabitant Complainant and
William Moore 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 Six Hundred Star Pagodas (Star Pag^s 600.-.-.) 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 17th April 1792.

In the Honble the Mayor's Court at Madraspatnam

In the Affair of the Petition of Sunkoo Peddah Kistnamah Chitty in the Cause of Thomas Chase Complainant agst Sunkoo Ramah alias Chinnah Sawmy— Defendant.

The above named Sunkoo Ramiah Alias Chinna Sawmy maketh Oath and saith that some time in the Year of Christ One thousand seven hundred and Seventy Seven certain Agreements were drawn and Executed Between Sunkoo Pedda Kistnamah Chitty, Sheshachlum Vencatashellum and this Deponent of the One part and Sooncoo Chinnah Kistnamah Chitty of the other part and this Deponent saith that one Part thereof was in the possession of the said Soonkoo Pedda Kistnamah Chitty and the other part in the possession of the said Soonkoo Chinnah Kistnamah Chitty and this Deponent further saith that one which was in the possession of Sunkoo Chinna Kistnamah Chitty was delivered into this Honble Court with the Translation thereof Signed by Soobaroyan the then Court Interpretor in a certain Matter of Petition then depending before this Honble Court Wherein Butchoo Tomboo Chitty and others were Petitioners and John Pater Respondent and this Deponent further saith that after the said matter was Settled the said Original Agreement and the Translation thereof were taken from this Honble Court by the said Sunkoo Peddah Kistnamah Chitty and are now or ought to be in his possession Custody or Power— And this Deponent lastly saith that the said Sookoo Chinnah Kistnamah Chitty hath tho' this Deponent asked the said Sunkoo Pedda Kistnamah Chitty for the said Original Agreement and the said Translation thereof Signed by the said Soobaroyen which the said Soonkoo Peddah Kistnamah Chitty hath promised to deliver but he has not to this day fulfilled his Promise

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

Popham
Atty for Respt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th Day of April Anno Domini 1792—

Present

Andrew Roſs Esquire Mayor
William Webb and Josias DuPré Porcher
Aldermen

Thomas Chase

~~Vs~~

Sunkoo Ramah alias Chinna Sawmy

Extracts from the Minutes of this Court of the 10th & 17th— Instant Read—

Affidavit of Sunkoo Ramah Alias Chinnah Sawmy filed last Court day Read

The Court having taken the same into Consideration are of Opinion that the Affidavit is insufficient, it is therefore Ordered that the Exhibit Annexed to the Respondents Answer be expunged therefrom, and that the Respondent do pay the Costs attending the Motion — The Attorney for the Respondent prays that he may be Allowed One Week to amend his Answer — Ordered Accordingly—

Filed the 17th Jany 1792.

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

Between Edward Costford by his Attorney Edward John Holland, Quintin Crawford by his Attorney George Moubray, John Turing, Henry Crawford, Josias DuPre Porcher, Peter Bodkin, by his attornies James Amos, and Lawrence Bowdoin, Agavilli Satur, Codunda Rama Chitty, Brother and Heir of Ragava Chitty by his Attorney Mootal Chitty, Stree Runga Rajah Pillah by his Attorney Mootal Chitty, Felix Victor Amalric Surviving Partner of Jaques Christophe Gauzebat, and Felix Victor Amalric by his Attorney Rillieit Plantamour by his Attorney Jean Duvals and sons and Company, and Isabella Milne, by his Attorneys Willm Petrie and Charles Binny Complainants— Edward Jourdan Executor of Francis Jourdan Deceased Defendant.

The Humble Petition of the above named Complainants

Sheweth

That your Petitioners Filed a Bill of Complaint in this Hon'ble Court on the Sixteenth day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight against Edward Jourdan Executor of Francis Jourdan Deceased for the Amount of their respective Claims as stated in their