Mayoral Cards

Vol. No. 46

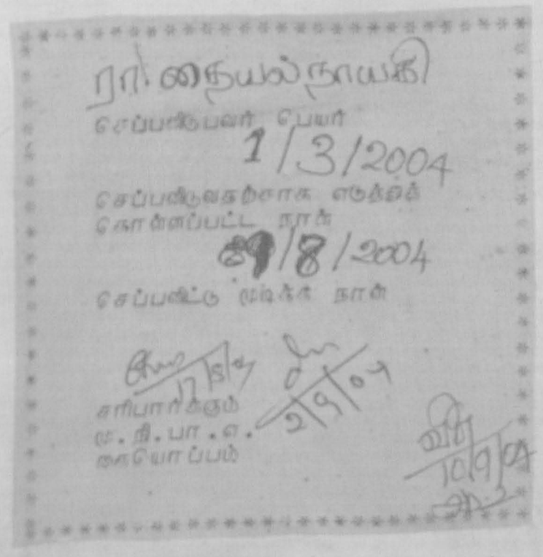
Exp. 1204/1

Vol. I

MAYORS COURT

VOL. NO. 46.

G.NO. 12041.



No 11 1/

Filed 19th January 1788

To the Honble the Mayor

Court of Madraspatna

Humbly Complaining Sheweth unto

Honble Court your Orator Tyjunnall of Madras Inhabitant Trad

for Hussun alias Mogah Sah of Saint Thome Inhabitant Mer

and truly Indebted unto Your Orator in the just Sum of Seven H

Pagodas Current Money of Madras making at the Rate of Eight R

for every Pagoda Two Hundred and Eighty Cents Sterling Money

Great Britain as will more fully and at large appear by Copy

Translation of a Mortgage Bond hereunto annexed for the Inspe

of this Honble Court and which Your Orator prays may be adm

as part of this his Bill of Complaint the Originals whereof he is

Orators Profession and Ready to be produced when Required And your

Orator further Sheweth unto this Honble Court that he hath freq

and in an Amicable and friendly manner Requested payment of the

Sum of Seven hundred Pagodas

But now so it is and May it please this

Honble Court the said Gazumpa Hussun alias Mogah Saib Co

and wilfully Refuse to Pay the same or to give your Orator any Sa

backing the Bungalow. Your Orator by his most Attorney therefore

a general Relief and as this Honble Court shall appear agreeable

Equity and Good Conscience To the End Therefore that the said

Gazumpa Hussun alias Mogah shall may upon his Corporal

full true direct and perfect Answer make to all and singular the

Matters and things herein before Mentioned as fully

Received
19 JAN 1788
Secretary's Office

(7)

Repeats and pardons by entreaties and that his may be Decreed to
Pay unto your Orator the aforesaid Sum of Seven Hundred Pagodas
with all Interest that is now due or shall hereafter become due
thereon and all Costs of Suit.

May it Please this Honble Court to cause the said
Gazanfer Hussain alias Meyah Saib to be Summoned and Appear by
the Sheriff of Fort St. George Town of Madrapatnam and the
District 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 the Premises of 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.

19th January 1781

This Bill was shown to Me on the
days of Adjournment let a Summons
issue thereon returnable next Court
Day.

John Menzies
Mayor

Edward Ellis
Attorney for the Complt

Translation of a Mortgage Bond in the Persian Language dated
Decemr 9th 1779.

I Gazanfer Hussain alias Meyah Saib of Saint Thomé
Inhabitant Whereas the Share of my Wife and the Share of my
Wife's Sister who is the Wife of Sadakatoolah since Deceased are as Sixty
mentioned Viz. The Chanlendra Garden comes to two Cawney of
Land. The Sidapah Garden comes to Two Cawney of Land. Quarter
Share of the large Garden comes to four Cawney of Land. Quarter
are as hereinbefore mentioned

belonging to the former House, Stable Ground and the Ground Rent
which Amounts to Two Cawney of Land according to the Writing of
by Shambarnee The whole whereof Amounts to Ten Cawney of Land
said Garden and Ground since the Decease of Sallatoolah and his W
Descended to Me, I do hereby Mortage the same to Tepperumall and
Received of him the Sum of Seven Hundred Pagodas to Run at Int
at the Rate of One Pagoda & Hundred p. Month, payable in Two
from this Date, Should the said Sum be unpaid and unsatisfied
according to the term, I do hereby empower the said Tepperumall
sue Me in the Mayors Court and Sell the said Garden and
Ground and Retain the Sum due him, should there be an Overplus to
render the same to Me, in Case of a Deficiency I do Oblige to make
same Good. Thus I Have given this Mortgage Bond to Serve as a
Sealed December 9th 1779.

A List of the Trees Viz.

Mango Trees 80 Palmera Trees 50 Cocoanut Trees 30 Several
Blanting Trees Tamborin Trees Ten.

/Signed/ Gazfer Hussain alias
Meyah Saib

Witness
Tombee Chitty
Venadachellum

A true Copy from the Translation per the Persian Interpreter

Edward Ellis
Attorney for the Complt

(4)

Mayors Court at
Madraspatnam

Tuesday the 28th Day of January
Anno Domini 1723

Present

John Meyers Esqure Mayor
James Call and Earnest William Saltzedel
Aldermen

Between Tepperumally of Madras
Inhabitant Complainant and
Gopaulpa Naigue alias Nayak Inhabitant
of Saint Thomas Inhabitant 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 shall pay unto the Complainant the full and just Sum of Seven Hundred Pagodas / Pags 700. . . / 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

Ffiat

Filed 21st November 1723

To the Honble the Mayor
Court at Madraspatna

Humbly Complaining Sheweth unto this Honble Cou
Your Orator Charles Loyd of Madras Inhabitant that William H
also of the same place stands Indebted unto your Orator in the full
just Sum of Five hundred Pagodas Twenty One fanams and Forty
Cash Current Money of Madras, making in Sterling Money of
Great Britain, At the Rate of Eight Shillings for every Pagoda
the Sum of Eighty Pounds and Four Shillings or thereabouts as will
more fully and at Large appear by the Copy of an Account hereunto Ann
for the Inspection of this Honble Court which your Orator prays may
be admitted as part of this your Orators Bill of Complaint and your
Orator further Sheweth unto this Honble Court that he hath frequently
and in a friendly manner Requested the Payment of the said Sum of
Two hundred Pagodas Twenty One fanams and forty Cash.

But now so it is and may it Please this Honble Court
the said William Hewish 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 agreable to Equity and good
Conscience To the End therefore that the said William Hewish
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 Hereupon Repeated
and

and particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Two hundred Pagodas Twenty Cash and forty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of the Suit

May it Please this Honble Court to Grant the Dft Writs of Subpœna to be Issued and Directed to the Sheriff of Fort St George Town of Madraspatnam and the District Peons 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 the Premises 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

25th November 1783

This Bill was Shewn to me
between the days of Appearance
for a Summons if not returnable
Next Court Day

Wm Webb
Mayor

Bopham
Attorney for Complainant

1783 September 9th Mr William Hewish Merchant Dr.
To Dozen of Brandy and 1 Dr. of Madeira
11th 3/4 Dr. of Dr.
12th Jon Lager Brandy 99 Gallons @ 2 Pagodas per gallon
13th 3/4 Dr. of Madeira
17th Do Dr. of Dr.
19th 3/4 Dr. of Dr.
20th Do Dr. of Dr.
30th 1/2 Dozen of Brandy
1/2 Dr. of Dr.

Madras
1st Novbr 1783

	9	22	40
	1	11	20
	82	33	60
		22	40
		11	20
	1	22	40
		11	20
	15	22	40
	2		
Total Pagodas	200		
Fanams		22	
Cash		40	

True Copy

Mayor's Court at Madraspatnam

Tuesday the 3d Day of Febr
Anno Domini 1784

Present

John Menzies Esquire Mayor
Edward Garrow and Philip Stowey
Aldermen

Between Charles Loyd of Madras Inhabitant Complainant and William Hewish 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 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 Two Hundred Pagodas Twenty One fanams and Forty Cash / Pagodas 200. 21. 40. / 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

Mayor

(8)

Filed 29th October 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Barry Connelly of Madras Peltah that Mr Richard
Johnston of Fort Saint George Merchant Hath Indebted unto your Orator in
the full and just Sum of Two hundred and Thirty Seven Pagodas forty one
Fanams and forty Cash Current Money of the Madras reckoning or Sterling
Money of Great Britain at the rate of Eight Shillings for every Pagoda
the Sum of Ninety four Pounds and four Shillings or thereabouts as will more
fully and at large appear by Copy of an Account hereto annexed
for the Inspection of this Honble Court and which your Orator prays
may be admitted as part of this his Bill of Complaint and your Orator
further sheweth unto this Honble Court that he hath frequently and in
an amicable manner requested Payment from the said Mr Richard
Johnston of the said Sum of Two hundred and Thirty Seven Pagodas
forty one Fanams and forty Cash

But now so it is May it please this Honble
Court the said Mr Richard Johnston Combining and confederating with
some or one of your Honors Officers of Justice intending to Defraud
Your Orator of the recovery of his Debt hath for that purpose
shall appear against the Equity and good Conscience of the Case
that the said Mr Richard Johnston may upon his Corporal Oath full
true Direct and perfect Answer make to all and singular the premises
things herein before set forth as fully and perfectly to all intents and

Particularly Interrogated and that he may be Decreed to Pay unto your
Orator the aforesaid Sum of Two Hundred and Thirty Seven Pagodas
forty One Fanams and forty Cash with all such Interest as now is or
hereafter becomes due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
Mr Richard Johnston to be Summoned and Required by the Sheriff
of Fort Saint 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 there and there
to Answer this Your Orators Bill of Complaint and further Stand to
and abide by such Order and Decree therein as to this Honble Court
shall seem Meet

James Johnson
Atty for Compt

29th October 1783 —
This Bill was Shewn to Me in
the Days of Adjournment, let a Summons
issue returnable next Court Day

Wm Webb
Mayor

(10)

Mayor's Court at Madraspatnam } { Tuesday the 3d Day of
Anno Domini 178

Present

John Menzies Esquire Mayor
Edward Garrow and Philip Stowey
Aldermen.

Between Bunay Veeraly of Madras Dubash Complainant and Richard Johnston of Fort Saint George Merchant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complaint and the Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Two hundred and thirty Seven Pagodas forty One fanams and forty Cash / Pag.s 237. 41. 40. / 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

Dr Richard Johnston in Account Current with Bunday Veeraly Dubash

Cr

1769 Sept. 1st By Cash Received in full ... 2 Pag.s
Ditto 9th By Ditto ... 10
Ditto 20th By Ditto ... 10
Ditto 21st By Ditto ... 21
2 39 20

To Balance ... 2 39 20
Rec.d 17 20
237 41 40
Pagodas 277 2 40

Pagodas 277 2 40

By Balance Due Pagodas 277 2 40

Madras 21st September 1773

Errors Excepted

Sept.r 3d 1773 Received Contents Pag.s 237 41 40

for Richard Johnston
Cash Pag.s

(12)

Filed 11th December 1782

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Oratrix Elizabeth Lady of Madras
Widow that Chatachurl Grubadum of the same place Inhabitant
Stands Indebted unto Your Oratrix in the full and just Sum of
Two Hundred and Twenty Nine Pagodas Eleven fanams and Eight
eight Cash Current Money of Madras making in Sterling Money
of Great Britain at the Rate of Eight Shillings for every Pagoda
the Sum Ninety one Pounds and fourteen Shillings or thereabouts as
will more fully and at large appear by Copy of an account Annexed Hereto
annexed for the Inspection of this Honble Court and which Your Oratrix
prays may be Admitted as part of this her Bill of Complaint and Your
Your Oratrix hath frequently and in an Amicable manner Applyed
Payment of the said Sum Two Hundred and Twenty Nine Pagodas
Eleven fanams and Eight cash but the said Chatachurl
Grubadum

Contriving and Intending Wholly and Entirely to Defraud Your Oratrix of the said Sum

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 where herein Repeated and particularly Interrogated
and that he may be decreed to pay unto Your Oratrix the aforesaid
Sum of Two Hundred and Twenty Nine Pagodas Eleven fanams
and Eight Cash with all such Interest as now is or shall Here-
after become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the
said Chatachurl Grubadum 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 Honble Court prefixed
and appointed then and there to Answer this Oratrix'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.

1st December 1782
This Bill was shewn to Me
between the days of Adjournment Let a
Summons issue thereon and Returnable
Next Court Day.

Edwd Gaverow
Mayor

Wm Dubay
Atty Compt

Dated 21st October 1783.

To the Honble the Mayo
Court at Madraspatn

Humbly Complaining Sheweth unto this Hon
Court Your Orator Thomas Barrett of Madras Inhabitant
administrator of all and Singular the Goods Chattels Credits
Rights and Effects of Elizabeth Carty late of the same place
Inhabitant Deceased That Whereas the said Elizabeth
Carty died in her life time in the Month of December which
was in the year of our Lord One Thousand Seven hundred and
Eighty two Exhibit a Bill of Complaint in this Honble Court
against Chalachist Grabadum of Madras Inhabitant for the
Sum of Two hundred and Twenty Nine Pagodas Eleven
fanams and thirty Eight Cash Current Money of Madras on the
Ballance of an Account Current bearing date the Twenty third day
of September in the aforesaid Year of Our Lord One Thousand Seven
hundred and Eighty two whereunto the said Chalachist Grabadum
did on the Twenty first day of January in the year aforesaid appear
before this Honble Court by his Attorney James Johnson before the
Usual Rules could be Served the said Elizabeth Carty departed this
life whereby the above said Action brought by the said Deceased in
her life time against the said Chalachist Grabadum was abated
and now your Orator as Administrator aforesaid became entitled
to have the said Suit Revived against the said Chalachist Grabadum
and to have same benefit thereof and Relief against him as the Deceased
should or might have had against the said Defendant / unless he the
said Defendant can Shew Cause to the Contrary / and the said
Defendant ought to pay Your Orator as Administrator aforesaid

Satisfaction according to the Prayer of the said Bill Recorded in the aforesaid Bill

To the End therefore that the said Defendant may be dd. and that the said Suit may Stand Revived and in the same plight and Condition as the same was at the time of the Death of the said Elizabeth Carty or that the said Chatachist Grubadaun may Shew Cause to the Contrary.

May it Please this Honble Court to grant unto your Orator a Summons to Revive & the Said unto the said Chatachist Grapaudaun thereby Commanding him or a certain day thereon to be Assigned personally to be and Appear before this Honble then and there to Shew Cause why the said Suit should not be Revived and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Hy DuPuy

Mayor's Court at Madraspatnam

Tuesday the 10th Day of Anno Domini

Present

John Menzies Esquire Mayor

William Webb and William Mitchell

Aldermen!

Between Thomas Barrett Administrator to the Estate and Effects of Elizabeth Carty Deceased Complainant and Chatachist Grubadaun 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 Two Hundred and Twenty Nine Pagodas Eleven fanams and thirty eight cash / Pags. 229. 11. 38. / together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

Filed 6th Decembr 1773

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Lewis Arnal of Madraspatnam aforesaid Inha-
bitant That Mootoo Moodelliar Executor de son Tort of Budur Mootoo
Moodelliar Deceased late of the same place Inhabitant stands well and
truly Indebted unto Your Orator in the full and just Sum of Six hundred
and Seventy four Pagodas Twenty four fanams and forty four Cash
Current Money of Madras making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of One hundred
and Ten Pounds and five Shillings or thereabouts as will more fully
and at large Appear by a Copy of an Account Current hereunto annexed
for the Inspection of this Honble Court which Your Orator prays may
be taken and Admitted as part and parcel of this your Orator Bill of
Complaint the Original of which is in Your Orator's possession and ready
to be produced whenever your Orator shall by this Honble Court be
thereunto required. Your Orator further Sheweth unto this Honble Court
that in the Month of May which was in the year of Our Lord One
Thousand Seven hundred and Seventy five Your Orator did and Entered
into the said Budur Mootoo Moodelly Executor the Sum of One
Thousand and Eight hundred Pagodas Current Money of Madras for
Securing the Payment of which he the said Budur Mootoo Moodelly
Deceased gave granted and Executed unto Your Orator a Bond
or Written Obligation bearing

fourth day of the said Month of May which was in the said year of
Lord One Thousand Seven hundred and Seventy five whereun-
whereby he the said Budur Mootoo Moodelly Deceased became
bound unto Your Orator Your Orator's Heirs Executors Administra-
and Assigns in the Penal Sum of three Thousand and Six hund-
Pagodas Current Money of Madras conditioned for the Payment
of the said Sum of One Thousand and Eight Hundred Pagodas
Current Money of Madras on Demand with Interest after the
rate of Nine Pagodas by the Hundred by the year to the Payment
whereof well and truly to be made unto your Orator your Orator's
Heirs Executors Administrators and Assigns he the said Budur
Mootoo Moodelly Deceased did thereby and thereby severally bind
himself his Heirs Executors and Administrators as will more
fully and at large appear by a Copy of the said Bond or Written
Obligation hereunto Annexed for the Inspection of this Honble
Court which Your Orator also prays may also be admitted and
taken as part and Parcel of this Your Orator's Bill of Complaint
the Original of which is in Your Orator's possession and ready to be
produced whenever Your Orator shall by this Honble Court be
thereunto required. Your Orator further Sheweth unto this Honble
Court that the said Budur Mootoo Moodelly did at Sundry
times pay unto Your Orator the several Sums of Money credited
in the Account Current hereunto annexed in part payment
of the said Bond or Obligation and the said Budur Mootoo
Moodelly did some time in the Month of August in this present
Year

Year of Our Lord One Thousand Seven Hundred and Eighty Nine
Depart this Life, and as your Orator is informed and verily believes
Intestate, and soon after the Decease of the said Budun Moodu
Moodelly the said Modoo Moodelly possessed himself of all and
singular the Goods, Chattels, Rights and Credits of the said Budun
Moodu Moodelly Deceased consisting of ready Money Plate Jewels
Linen, Household furniture, Bonds, Notes and other Securities
amounting in the whole to a very considerable Value and which
your Orator respectfully charges were more than sufficient to have
satisfied all the just Debts of the said Budun Moodu Moodelly
Deceased. Your Orator further sheweth unto this Honble Court
that there now remains due unto your Orator from the Estate of
the said Budun Moodu Moodelliar Deceased a Ballance of the
Principal and Interest due upon the said Bond or Obligation
the Sum of Two Hundred and Seventy five Pagodas Seventy four
fanams and forty four Cash Current Money of Madras and the said
Budun Moodu Moodelly Deceased did not during his Life time nor did
any one for him, nor hath the said Modoo Moodelly since the decease
of the said Budun Moodoo Moodelly, nor any one for him paid or
caused to be paid unto your Orator or unto any other Person or persons
for your Orators Use, either the whole or any part of the said Sum
of two Hundred and Seventy five Pagodas seventy four fanams and
forty four Cash Current Money of Madras your Orator further
sheweth unto this Honble Court, that since the Decease of the said
Budun Moodoo Moodelly, your Orator hath frequently in a friendly
and amicable manner applied unto the

your Orators just Demand or otherwise that he would come
full and true discovery of all and Singular the Goods, Chattels
Rights and Credits and other the Estate of the said Budun
Moodelly Deceased and how the same and every part thereof
has been applied and Disposed of by him: And your Orator
well hoped that the said Modoo Moodelly would readily have
complied with such your Orators reasonable request as in all
Right and Justice he ought to have done. But now so it is
May it Please this Honble Court, that the said Modoo Moodelly
refuses to pay Orators just and Equitable demand under the most
frivolous and vexatious pretexts and pretences, or to give your Orator
any manner of Satisfaction in and touching the Premises, he
the said Modu Moodelly sometimes giving out and pretending
that he is not possessed of Assets of the said Budun Moodoo
Moodelly Deceased sufficient to satisfy your Orators Demand
at other times acknowledging to have sufficient Assets of the said
Budun Moodu Moodelly Deceased to satisfy your Orators
demand, but giving out and pretending that there are Accounts
subsisting between your Orator and the Estate of the said Budun
Moodu Moodelly Deceased, upon the Settlement of which a Balance
would appear in favor of the Estate of the said Budun Moodoo
Moodelly Deceased, whereas your Orator expressly charges
that there are no Accounts of any kind or nature whatsoever sub-
sisting between your Orator and the Estate of the said Budun
Moodoo Moodelly Deceased, save and except the Account arising
upon the Bond or Obligation in question, and your Orator
also

also respectfully sheweth that the said Moodoo Moodelly hath possessed himself of property belonging to the Estate of the said Budur Moodoo Moodelly Deceased more than sufficient to satisfy all his Debts and which the said Moodoo Moodelly unjustly detains and Converts to his own Use Wherefore Your Orator prays as Genral Relief such as to this Honble Court shall appear agreable to Equity and Good Conscience. To the End therefore that the said Moodoo Moodelly may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the matters and things herein before set forth and alledged as fully truly perfectly and effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated And more especially that he the Moodoo Moodelly may set forth and discover the time when the said Budur Moodoo Moodelly departed this Life and whether the said Budur Moodoo Moodelly Deceased made any Will or Testament and appointed any Person or persons and whom his Executor or Executors or whether the said Budur Moodoo Moodelly departed this Life Intestate and whether he the said Moodoo Moodelly is the Executor or Administrator of the said Budur Moodoo Moodelly Deceased and whether by the said Moodoo Moodelly by Virtue of his Power as Executor or Administrator or how otherwise and not at any time and when, he possess himself of all and Singular the Goods Chattels Rights Credits and other the Estate

Moodelly

amount, and whether there are any and what Debts of the said Budur Moodoo Moodelly Deceased and to what Amount unsatisfied. And that he the said Moodoo Moodelly may either admit and Acknowledge that he is possessed of a part of the Estate of the said Budur Moodoo Moodelly Deceased sufficient to satisfy your Orators demand or else that he the said Moodoo Moodelly may set forth a full true and perfect Account of all and Singular the Goods Chattels Rights Credits Ready Money Plate Jewels Linen Household furniture Bonds Notes and other Securities and Effects of the said Budur Moodoo Moodelliar Deceased come to his hands Custody or Power or to the hands Custody and Power of any other Person or Persons for his Use and Benefit and how the same and every part thereof hath been paid applied and Disposed of and when and by and to whom and for what and whether the same or any and what part thereof remains undisposed of and in whose hands Custody or power the same is and what is the value thereof. And that he the said Moodoo Moodelly may be Decreed to Pay unto Your Orator the said Sum of Two Hundred and Seventy five Pagodas twenty four fanams and forty four Cash Current Money of Madraß with all Interest that thereon now is or shall or may hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Moodoo Moodelly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districk 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

(24)

Further to stand to and abide by such Order and Decree therein
as to this Honble Court shall Seem Meet.

6th December 1783

This Bill was shewn to Me in the
days of Adjournment bt a Summons
issue returnable next Court Day

Wm Webb
Mayor

Thomas Jones
Attorney for Compt

Dr. Moodoo Modeliar Curator de San Iord of Madras Mandaveli

1775				
May	4th To Cash as p Record of this date		600.	- -
1779				
Octobr	24 To Ditto Rec'd from Mr George Smith		50.	- -
1783				
May	14th To Ditto		5.	- -
			655.	- -
Octr	31st To Interest on the above Sums from the above respective dates to this day as follows			
	On Rupees 1100 for 107 Y. 3M. @ 9 p Cent per annum	Pgs 297.20		
	On Ditto 50 for 88 Y. 7 @ Ditto	39	12. 3.32	
	On Ditto 5 for 5 Y. 11 @ Ditto	39	1. 7.16	1393. 2.48

Deceased in Account Current with Lewis Arnal

1775					
Augt	20th By Cash as p Receipt			100.	
	30th By Ditto	Ditto		15.	
Decr	16 By Ditto	Ditto		12.	2
1776 March	27 By Ditto	Ditto		7.	2
	15 By Ditto	Ditto		200.	"
May	9th By a Note from Mr Taylor of the Court			2.	33
July					
Sept	10 By Cash as p Receipt			10.	"
Decr	3 By Mr Taylor of the Court			12.	30.
1777 April	24 By Firewood			16.	"
June	19th By Jagoo the Dooty as p Receipt	Ditto		30.	-
1778 Febry	11th By Firewood			1.	16.
March	10 By Scavengers Duty	Ditto		22	6.
April	5th By Cash as p	Ditto		60.	- -
	12th By Ditto		Ditto 100 Pds P.	40.	32. "
June	30 By Ditto as p			28.	3. 10.
				15.	- "
aug	27 By Ditto the Rect being lost			30.	23. -
Sept	21 By Ditto as p Receipt			7.	- "
1779 Janry	16th By Ditto as p	Ditto		50.	25. -
Febry	20 By Ditto	Ditto		1.	- "
April	27th By Ditto	Ditto Mr Taylor		32.	23. -
June	18 By Ditto	Ditto		21.	19. "
	By Ditto	Ditto		300.	- "
July	28 By Ditto as p Bond			69.	12. 50.
Novr	1st By Ditto as p Receipt 42 Cs Rice			166.	11. 70.
	10 By Ditto	Ditto		15.	- "
1780 Janry	2 By Ditto	Ditto		22.	10. "
July	11th By Ditto	Ditto		10.	- "
Sept	20th By Ditto	Ditto to be return'd		9.	23. 10.
	By Ditto	Ditto		6.	- "
Novr	12 By Ditto	Ditto		35.	- "
1781 March	19 By Ditto	Ditto 1/2 P. Rice		21.	25. "
June	20 By Ditto			3.	- "
Augt	11 By 250 Firewoods without Receipt			21.	- "
Octr	17 By Cash as p Receipt for Rice	Ditto		2.	25. -
1782 March	28 By 200 Firewoods			16.	25. "
July	9 By Cash upon Mortgage of a Watch Rect			30.	31. 10.
Sept	23 By Ditto as p Receipt			81.	" "
1783 April	17 By Ditto Cass Nina Chilly as p Receipt			250.	- -
May	10 By Ditto as p Bond			200.	- -
June	23rd By Ditto paid Mr Polach	Ditto		300.	" -
Augt	12 By Ditto				

Carried Over Pagodas 2284. 30. 10.

Brought Over Pagodas 3218.39.76

True Copy
Thomas Jones
Attorney for Compt

Pr. Pagodas 3218.39.76

Brought Over Pagodas 2289.3

Interest on the above Sum from the above respective dates to 31st October 1783 as follows.

Our Cash	100..	for 98. 15.	@ 9 p.Ct p.Annum		73. 32. 66.	
	15..	for 98. 1	@ Do.	Do.	11. 1. 16.	
	12.. 25.40	for 91. 15	@ Do.	Do.	8. 39. 22.	
	7. 22.40	for 91. 1.	@ Do.	Do.	5. 6. 26.	
	200.. ..	for 89. 16.	@ Do.	Do.	134. 12. 18.	
	2. 33..	for 87. 22.	@ Do.	Do.	1. 35. 8.	
	10.. ..	for 85. 21.	@ Do.	Do.	6. 17. 76.	
	12. 30..	for 82. 28.	@ Do.	Do.	7. 38. 11.	
	6.. ..	for 78. 7.	@ Do.	Do.	3. 26. 68.	
	30.. ..	for 76. 12.	@ Do.	Do.	17. 7. 78.	
	1. 16.40.	for 68. 27.	@ Do.	Do.	.. 30. 18.	
	22. 11..	for 67. 25.	@ Do.	Do.	11. 9. 15.	
	60.. ..	for 66. 26.	@ Do.	Do.	30. 3. 62.	
	40. 32..	for 66. 19.	@ Do.	Do.	20. 18. 57.	
	28. 3.40.	for 64. 1.	@ Do.	Do.	13. 20. 36.	
	15.. ..	for 62. 11.	@ Do.	Do.	6. 11. 46.	
	30. 23..	for 60. 10.	@ Do.	Do.	13. 30. 40.	
	7.. ..	for 57. 17.	@ Do.	Do.	3. .. 74.	
	50. 21..	for 56. 11.	@ Do.	Do.	26. 16. 47.	
	4.. ..	for 54. 4.	@ Do.	Do.	1. 26. 16.	
	32. 23..	for 52. 17.	@ Do.	Do.	12. 32. 75.	
	21. 19..	for 52. 17	@ Do.	Do.	8. 19. 87.	
	300.. ..	for 51. 3.	@ Do.	Do.	111. 20. 76.	
	69. 13.20.	for 48. ..	@ Do.	Do.	20. 39. 67.	
	166. 11. 76	for 47. 21.	@ Do.	Do.	59. 21. 20.	
	15.. ..	for 45. 29.	@ Do.	Do.	5. 7. 15.	
	22. 10..	for 39. 17.	@ Do.	Do.	6. 25. 1.	
	10.. ..	for 37. 11.	@ Do.	Do.	2. 33. 56.	
	9. 23. 10	for 37. 11	@ Do.	Do.	2. 28. 31.	
	6.. ..	for 35. 19.	@ Do.	Do.	1. 25. 27.	
	35.. ..	for 31. 12.	@ Do.	Do.	3. 10. 12.	
	21. 21..	for 28. 11.	@ Do.	Do.	4. 20. 9.	
	3.. ..	for 26. 20.	@ Do.	Do.	.. 25. 16.	
	21.. ..	for 25. 11.	@ Do.	Do.	3. 35. 67.	
	2. 21..	for 19. 3.	@ Do.	Do.	.. 15. 8.	
	16. 21..	for 16. 32.	@ Do.	Do.	2. 2. 77.	
	50. 31.40	for 13. 8.	@ Do.	Do.	5. 2. 16.	
	81.. ..	for 6. 11.	@ Do.	Do.	3. 38. 79.	
	250.. ..	for 5. 21.	@ Do.	Do.	10. 28. 40.	
	200.. ..	for 4. 8.	@ Do.	Do.	6. 16. 66.	
	200.. ..	for 3. 13.	@ Do.	Do.	5. 19. 76.	683. 27. 22
						2973. 15. 32.
	By Ballance Due to Me					275. 25. 66.

Fort St. George 31st Oct. 1783.

Pr. Pagodas 3218.39.76

Errors Excepted (Signed) Louis Amat

(30)

Cog.ª 3600

Knowall Men by these Presents that I Boodoo Moodo Moodelly of Madras Inhabitant am Held and firmly bound unto Louis Arnaud also of the same place Merchant in the Real Sum of Three Thousand Six Hundred Star Pagodas to the Payment whereof well and truly to be made to the said Louis Arnaud his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seals Dated this Madras the fourth Day of May in the year One Thousand Seven Hundred and Seventy five.

Dat.ª 1800

Whereas the above bound Boodoo Moodo Moodelly Esq.ª borrowed and Received of the above Named Louis Arnaud the full and just Sum of One Thousand Eight Hundred Star Pagodas to bear Interest at the rate of Nine p.ct per Annum Payable on demand.

Now the Condition of this Obligation is such that if the above bound Boodoo Moodo Moodelly his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above mentioned Louis Arnaud his Heirs Executors Administrators or Assigns the full and just Sum of One Thousand Eight 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.

Signed Sealed and delivered
where no Stamp'd Paper is to be had
in the Presence of
Antonio Leal
Geo.s Gray for Geo.s Taylor Clerk

Fibr 16.th December 1783.

The Plea of Yeroorapen One of the Executors named in the last Will and Testament of Boodoo Moodoo Moodelliar Deceased Defendant to the Bill of Complaint of Lewis Arnaud of Madras Inhabitant Complainant and Moodoo Moodelly Defendant

The said Defendant by protestation not confessing or Acknowledging all or any of the Matters or things in and by the said Bill of Complaint Setforth and Alledged to be true For Plea thereunto Saith he is advised that the Complainant seeks for Recovery of the Sum of Two hundred and Seventy five Pagodas Twenty four fanams and forty four Cash from this Defendant as Executor de son Tort of Boodoo Moodo Moodelliar Deceased said to have arisen upon an Account Current annexed to the said Bill of Complaint as being the Ballance of a Pretended Bond given granted and Executed unto the Complainant by the said Boodoo Moodo Moodelly Deceased bearing date the fourth day of May One Thousand Seven Hundred and Seventy five the said Bill also setting forth that the said Boodoo Moodo Moodelliar did some time in the Month of August One Thousand Seven Hundred and Eighty three Depart this life and as the Complainant was informed and believes Intestate And for Plea whereunto the said Defendant saith that the Complainant in and by his said Bill of

Complaint

Complaint doth call this Defendant by the Name of Moodoo Moodeliar
Executor de Son Tort of Boodoo Moodoo Moodeliar Deceased
Whereas this Defendant doth now that his Name is Yeroosappien
and that he this Defendant was always known by the Name of
Yeroosappien and that this Defendant always Signs his Name
Yeroosappien to his Defendants knowledge Remembrance and belief
and for further Ans this Defendant saith that he is not Executor
de Son Tort of Boodoo Moodoo Moodeliar Deceased for that the
Deceased Boodoo Moodoo Moodeliar did not die Intestate
but that previous to his said Decease he did make and Publish
his last Will and Testament duly and Executed on the first Day
of August in the Second Year of our Lord One Thousand Seven
Hundred and Eighty three whereby he the said Deceased
Nominated and Appointed as and for his Executor & his said
Will and Testament this Defendant under the Name of Yeroosappien
as Son and Children known Moodeliar as his Brother did
Last Will and Testament of the said Boodoo Moodoo Moodeliar
Deceased duly Proved and Probate thereof granted and
Defendant under the name of Yeroosappien and the said
Sara Moodelly in the Month of September in the year
of Our Lord One Thousand Seven Hundred and Eighty two
more fully and at large appears by Reference being had to the
Records of this Honble Court which this Defendant
is as fully and ample manner and
Trade and Profit

17

Last Will and Testament whereby this Defendant and the said Cheddambara Moodelly are Nominated joint Executors thereto, Forasmuch this Defendant is not bound in the Law to answer to the said Bill of Complaint under the Name and Character of Moodoo Moodeliar Executor de Son Tort his name being Yeroosappien and not Executor de Son Tort but legally and duely appointed Executor to the Last Will and Testament of the Deceased under the Name of Yeroosappien jointly with Cheddambara Moodaly in which name and under which Character jointly with the said Cheddambara Moodelly he can only be Lawfully called before this Honble Court. The said Defendant therefore craves the Judgment of this Honble Court whether he shall make any other Answer unto the said Bill of Complaint and humbly prays to be hence dismissed with his Cost and Charges in this behalf sustained

Yeroosappien

Mdlly Defendt

(36)

Extract from the Minutes of a Court Held at Town Hall on Tuesday the 10th Day of February Anno Domini 1784

Present

John Menzies Esquire Mayor
William Webb and William Mitchell
Aldermen

Between [illegible]
Inhabitant Complainant and
[illegible]
Defendant

The Defendant Somersetpore Chetty
Bill of Complaint being on the Files and Defendant Chetty
on his Court having had due Examination thereof and Objection
The Plaintiff Counsel thereto and the Defendant Counsel
Court with Costs for Plaintiff and said accordingly Ordered
the Defendant Plea be thrown out with Costs paying the same

Court

Fort St. George 11th February 1782.

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Hon'ble Court your Orator Thomas Ogilvie of Fort Saint George
Merchant that Satagadah Soobbaroy of Madras Inhabitant Mer-
justly and truly Indebted unto your Orator in the full and just
Sum of One Thousand One Hundred and Ninety three Pagodas one
fanam and fourteen Cash Current Money of Madras making
in Sterling Money of Great Britain after the Rate of Eight Shillings
for every Pagoda the Sum of four hundred and Seventy Seven Pounds four
Shillings and upwards being the Ballance of an Account Current arising on
a Bond or Obligation given and Granted unto your Orator by the said
Satagadah Soobbaroy under his hand and Seal bearing date the Twenty
Second day of March in the year of our Lord One Thousand Seven
hundred and Seventy Nine a true Copy whereof and the Copy of
the said Account Current are hereunto Annexed for the inspection of
this Hon'ble Court which your Orator prays may be admitted as
parts of this your Orator's Bill of Complaint the Originals of which
are in your Orator's possession and ready to be produced whenever your
Orator shall by this Hon'ble Court be thereunto required And
Whereas your Orator hath frequently and in an Amicable manner
requested payment from the said Satagadah Subbaroy of the said Sum of
One Thousand one hundred and Ninety three Pagodas one fanam and
fourteen Cash.

But now so it is and May it Please this Hon'ble Court the

(32)

the said Subpoenah Subbaroy absolutely and wholly from thence to stay the same & hear your Orator any manner of Subpoenah touching the Premises in Your Orator before prayed a General Subpoenah such as the Nature of the Case shall appear agreable to Equity and good Conscience to the End therefore that the said Subpoenah Subbaroy may upon his personal Oath fully true direct and perfect Answer make full and Sufficient to 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 severally Repeated and particularly Interrogated and that he may be Ordered to Pay unto your Orator the aforesaid Sum of One Thousand One Hundred and Ninety three Pagodas one fanam and fourteen Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please the Worshipful Court to Grant the said Subpoenah Subbaroy to be summoned and appear by the Sheriff of Fort St. George Peon of Messengers and the District thereof personally to be and appear before the Worshipful Court at a certain time and place to be by this Worshipful Court prefixed and appointed then and there to Answer the premises and to abide by such Order and Decree therein as this Worshipful Court shall seem Meet

Chas. Bromley
Atty Compt

(33)

Know all Men by these Presents that I Subba Royah Muddar of the Company's Jagur held and firmly bound unto Thomas Ogilvie in the Penal Sum of Four Thousand and Sixty Star Pagodas to the Payment whereof well and truly to be made to the said Thomas Ogilvie 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 Twenty Second Day of March in the Year one Thousand Seven hundred and Seventy Nine.

Whereas the above bound Subba Royah hath borrowed and Received of the above named Thomas Ogilvie the full and just Sum of Two Thousand and Thirty Star Pagodas to run at Interest at the rate of Twelve per Cent per Annum payable in Two Months from the date hereof

Now the Condition of this Obligation is such that if the above bound Subba Royah his Heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto Thomas Ogilvie his Heirs Executors Administrators or Assigns the full and just Sum of Two Thousand and thirty 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

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the Presence of

A true Copy
Chas. Bromley
Atty Compt

40

Dr. Salagadah Sobcary in Ac

1779
March 22. To Cash Lent on his Bond at 12 p Cent p Annum

Interest — Dr Ld. 31 January 1782 is 30 1 0
p Cent p Annum

Pagodas

Errors

Excepted

Geo. Ogilvie

Chas Bromley
Atty Compt.

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Current with Thomas Ogilvie Esq.

1779						
July	10.	By Cash received in part	200.	.		
		Interest on Dr. to 31st January 1782 is 30. 20				
		@ 12 p Cent p Annum	61.	12.	261.	12.
	17.	By Cash received in part	99.	.		
		Interest on Dr. is 30. 13	30.	6. 52.	129.	6. 52.
	25.	By Cash received in part	50.	.		
		Interest on Dr. is 30. 5	15.	3.	65.	3.
August	9.	By Cash received in part	50.	.		
		Interest on Dr. is 29. 23	10.	30. 63.	60.	30. 63.
			100.	.		
	2.	By Cash received in part	29.	7. 16.	129.	7. 16.
		Interest on Dr. is 29. 6				
Sept.	18.	By Cash Received in part	99.	.		
		Interest on Dr. is 28. 12	28.	6. 16.	127.	6. 16.
			100.	.		
	22.	By Cash received in part	105.	2. 32.	305.	2. 32.
		Interest on Dr. is 26. 8				
			200.	.		
Dec.	18.	By Cash received in part	50.	28 66.	250.	28. 66.
		Interest on Dr. is 25. 12				
					1532.	20. 66.
1782						
January	31.	By Ballance due			1193.	1. 14.
					Pagodas	27/2522.

George 31st January 1782

Excepted

p/ Signed Tho Ogilvie

Chas Bromley
Atty Compt.

(42)

Dated 2d April 1772

The Answer of Sabajee
Solloway of Madras Inhabitant
Defendant to the Bill of Complaint
of Thomas Ogilvie of Fort St George
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 that may be had or taken to the many Errors uncertainties
and manifest Insufficiencies and Imperfections in the Complainants
said Bill of Complaint contained for Answer thereunto or unto so
much thereof as this Defendant is advised or Material or necessary for
him to make Answer unto He does Answer and say that he
Defendant doth Owe unto the said Complainant
in the Sum of One Thousand One hundred and Thirty Star
Pagodas one fanam and fourteen Cash Current Money of the
as is most unjustly stated and Set forth in the said Complain
ant's said Bill of Complaint and the Account Current thereof
annexed over any other Sum or Sums of Money whatsoever
Defendant being an utter Stranger to the said Complainants
never had any Connections dealings or Concerns whatsoever
him the said Complainant This Defendant further answ
saith that some time in the Month of March which was in
year of Our Lord One Thousand Seven hundred and Seventy
this Defendant being appointed Hamaldar of the Company's
did apply to one Kistnamah Naick for the Sum of Two Thousand
and thirty Star Pagodas which
agreed to Lend

allow him the said Kistnamah Naick Interest at the rate of
Twenty four Pagodas by the Hundred by the year and would grant
him the said Kistnamah Naick a Bond for the Principal Sum
Specifying Interest only at the rate of Twelve Pagodas by the hundred
by the year To which proposal of his the said Kistnamah Naick
this Defendant being at that time in want of Cash assented and
(leaving first paid the said Kistnamah Naick twelve per Cent
in advance) this Defendant gave and Granted to the said Kistnamah
Naick a Bond in the Name of and payable to Thomas Ogilvie in
two Months from the date thereof for the said principal Sum of
Two Thousand and thirty Pagodas bearing Interest after the Rate
of twelve Pagodas by the hundred by the year which said Bond so
given and granted by this Defendant to the said
is the very same Bond, Copy of which is annexed to the said
Complainants Bill of Complaint and under which he the said Complain
ant makes his present Demand upon this Defendant This Defend
ant further Answering saith that some time after the granting of
the said Bond as aforesaid this Defendant did make the several
Payments mentioned in the Credit side of the Account Current
annexed to the said Complainants said Bill of Complaint and
that after the payment of the said several Sums there remained
due to the said Kistnamah Naick from this Defendant a Balance
of Eight hundred Pagodas which this Defendant applies unto his
Highness the Nabob to Discharge this Defendant having been
removed from his said Hamaldarship and one Venkatasawmy appointed
in

Defendant's for the Sum of Two Thousand and some odd Pagodas which said Bond had been delivered to the said James Henry Casamajor Esqure by the said Kistnamah Naick in payment of and in satisfaction for a Debt due to the said James Henry Casamajor Esqure from the said Kistnamah Naick, and the said Narrain Pillah did the said Narrain Pillah did then propose to this Defendant, that if this Defendant would never the said Bond in his the said James Henry Casamajors Name, that he, the said Narrain Pillah, would procure this Defendant twelve Months time to pay the same in, to which this Defendant replied, that he, this Defendant, had paid the whole Amount of the said Bond to the said Kistnamah Naick, and that he, the said Kistnamah Naick, had promised to Deliver up the said Bond to this Defendant, as soon as his, the said Kistnamah Naick's, Papers should arrive from Vellore, and in Order to satisfy the said Narrain Pillah of the truth of this Defendants assertions, this Defendant did carry the said Narrain Pillah to the said Vecra Sawmy, who, in the presence of Several Witnesses, told the said Narrain Pillah, that he, the said Vecra Sawmy, had paid the said Kistnamah Naick the said Sum of Eight hundred Pagodas in Part payment of this Defendants Bond, and that the said Payment was made in Consequence of an Order or Purwah from his Highness the Nabob on the Coventirudum and Uttaroo Malloor Country, which information of the said Vecra Sawmy's so perfectly Satisfied the said Narrain Pillah, that this Defendant had paid the

the whole Amount of the said Bond And the said Simon Ath
more and any Thing more to the Defendant or the Defendants
said Bond, nor did the Defendant Simon any Thing Whatsoever
till the said Instrument filed the said Bill of Complaint
the Fifth Bond —

All which Matters and Things the Defe
ndant is ready and willing to aver maintain and prove as this Hon
ble Court shall direct and humbly prays to be Hence Dis
with his reasonable Costs and Charges in the Same by him
Most wrongfully Sustained

Thomas Scott
Solr for Defendt

Recd 23.d April 1782.

To the Honble the Mayo
Court at Madras Pro.tem

Humbly Complaining Sheweth unto this Honble Court, Your Orator Satagadah Subbaroy of Madras Inhabitant, that some time in the Month of March, which was in the year of Our Lord One Thousand Seven hundred and Seventy Nine, Your Orator being appointed Hamaldar of the Company's Jaghier, applied unto One Kistnamah Naick at that time of Madras aforesaid Inhabitant, for the Loan of the Sum of Two thousand and thirty Star Pagodas, which he the said Kistnamah agreed to lend your Orator, provided that Your Orator would allow him the said Kistnamah Naick Interest after the rate of Twenty four Pagodas by the hundred by the year, and would also grant and execute a Bond for the Principal Sum, specifying Interest after the Rate of Twelve Pagodas by the hundred by the Year, which proposal of the said Kistnamah Naick's your Orator agreed to, and the said Kistnamah Naick did lend unto your Orator the said Sum of Two Thousand and thirty Pagodas, for which Your Orator paid the said Kistnamah Twelve Pagodas by the Hundred for Interest in advance, and gave, granted, and Executed a Bond in the Name of and payable to Thomas Ogilvie in two Months from the date thereof, for the said Sum of Two Thousand and thirty Pagodas, bearing

Interest

Order to the said Kistnamah Naick, who readily accepted the same, and soon after applied to the said Veerasawmy for the payment of the Amount thereof, which the said Veera Sawmy discharged mentioning it to be on your Orators Account, in Conformity to the Directions of his Highness the Nabob to him given for that purpose.

Your Orator further Sheweth unto this Honble Court that soon after the payment of the said Sum of Eight hundred and thirty two Pagodas, which was the Amount of the said Tunkah given by his Highness the Nabob in discharge of Your Orators Balance to the said Kistnamah Naick, your Orator did Several times ask the said Kistnamah Naick, in the presence of Witnesses demand from the said Kistnamah Naick the delivery of the said Bond, so given and Granted by your Orator unto the said Kistnamah Naick as the Amount thereof had been entirely paid by your Orator, which he, the said Kistnamah Naick, promised to do, as soon as his Servants arrived from Vellore, the Bond being at Vellore amongst his the said Kistnamah Naick's other Papers, which assurance of the said Kistnamah Naick perfectly Satisfied Your Orator, as your Orator had at that time an entire Confidence in the Honesty and Integrity of the said Kistnamah Naick.

Your Orator further Sheweth unto this Honble Court, that some time after these transactions between the said Kistnamah Naick and your Orator, the said Kistnamah Naick departed this Life, and soonafter his the said Kistnamah Naicks' Decease, One Narrain Pillah Dubash to James Henry Casamajor Esquire, informed your Orator

Further Sheweth unto this Honble Court that your Orator has
filed his Answer to the said Thomas Ogilvie's said Bill of Compla
and hath Sworne to the Truth thereof and of every part thereof
and hath therein positively Denied to be endebted unto the said
Thomas Ogilvie in the said Sume of One Thousand One
Hundred and Ninety three Pagodas one fanam and fourteen Cash
or in any other Sume or Sums of Money whatsoever and your
Orator hath therein also Stated and Setforth the Several Matters
and Things therein before related, wherefore your Orator chargeth
that he hath a just Claim and full right to have the said
Bond Cancelled and Delivered up to him, because your Orator
hath paid and Discharged the full Amount thereof to the said
Kistnamah Naick to whom your Orator granted the said
Bond, and because the said Thomas Ogilvie has no right or
Interest whatsoever in the said Bond, not having paid any
Consideration whatsoever for the same, and because the said Thomas
Ogilvie has no right or Cause of action whatsoever against your
Orator, Your Orator being a perfect Stranger to the said Thomas
Ogilvie and never having had any Concerns, Connections or
Transactions of any kind or Natures whatsoever with him. your
Orator further Sheweth unto this Honble Court, that he hath
frequently and in an Amicable manner Demanded the Delivery
of the said Bond from the said Thomas Ogilvie.

Has now so it is May it Please this Honble

Court

Last that the said Thomas Ogilvie doth obstinately and wilfully refuse to deliver 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 Thomas Ogilvie may upon his Corporal Oath, full, true, direct and Perfect Answer make, to all and Singular the Matters and things here-in before setforth and alledged, as fully, truly, perfectly and effectually, to all Intents and purposes, as if the same were herein repeated and particularly Interrogated, and more especially that he, the said Thomas Ogilvie, may setforth and Discover how, and by what means, and at what time, he became possessed of the said Bond, and whether he ever paid any and what Consideration and to whom for the same, and whether he has any and what Interest therein at the time of his filing his said Bill of Complaint against your Orator, and whether he knows one Kistnamah Naick, and whether the said Kistnamah Naick ever applied to him at any and what time for permission to take Bonds in his Name, and whether he knows, believes, has heard or been informed of the said Kistnamah Naicks taking a Bond from Your Orator for the Sum of Two Thousand and Sixty Pagodas in his Name, and whether the whole or any and what part of the said Bond was Discharged by your Orator, and that he, the said Thomas Ogilvie, may setforth and Discover how and by what means and at what time he became possessed of the

Account Current Annexed to his said Bill of Complaint, and how and by what means he knew of the Several Sums on the Credit Side of the said Account Current being paid on account of the said Bond, and whether he knows, has heard or been informed by whom and to whom the said Several Sums, so Specified on the Credit Side of the said Account Current, were paid, and that the said Thomas Ogilvie may be Decreed to deliver up the said Bond unto your Orator to be Cancelled and to Pay all Costs of this Suit.

May it Please this Honble Court to Cause the said Kistnamah Naick to be Summoned and Required by the Sheriff of Fort St. George, Town of Madraspatnam, and the Districk 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.

Thomas Jones
Atty for Cross Compltt

Filed 28th May 1782

The Replication of

Thomas Ogilvie of Fort Saint George Merchant to the Answer of Salagadah Subbaroy of Madras Inhabitant

The said 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 Untruths Uncertainties and Imperfections in the Defendants said Answer contained for Replication thereunto says that all and Singular the Matters and things as therein and Setforth in his the said Repliants Bill of Complaint are just true Certain and sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby Alledged and Setforth and that the Answer of the Defendant is very untrue evasive and insufficient And for further Replication the said Repliant says that in pursuance of the Bond or Obligation given in the Name of Salagadah Subbaroy and made payable to the Repliant that the above Defendant does upon the Special Circumstances of the case stand indebted unto the Repliant in the Sum of One Thousand One hundred and Ninety three Pagodas One fanam and fourteen Cash on trust for James Henry Casamajor Esquire the Assignee of the late Kistnamah Naick and Standing so Indebted he the said Defendant ought to Discharge such his said Obligation without recurring to what Right or Interest he the said Repliant had in the said Bond because as the said

Defendant

Defendant Took dismiss it Necessary to give his Obligation in the manner he did, the same became decisive against him as to the payment for the Covenant to Pay the Replicant as the measure of Law the said Defendants agreement, and upon this respective Covenant was the Principal Sum Advanced and lent. The Replicant further says to so much of the answer of the Defendant wherein he says that there only remained due of Eight Hundred Pagodas as a Ballance due on the said Bond that the said Bond, that the Sum is Evidently as Mistaken does not agree with the Ballance of the Account Current as Annexed by him to his Cross Bill of Complaint, the Replicant further says that he has been informed and verily believes that the Circumstance Stated by the Defendant of his applying to Nabob to discharge the said Ballance and of his procuring a Sunnud or Order on the Countandaloun and Chamble Country, and that all and every the Matters and things alleged by the Defendant repelling the Charge as to the void of all foundation, for in the first place the Sunnud given by the Nabob was by him given in Favour of the Interest of James Henry Casamayor Esquire and his Son Sawny gave an Order on the Amildar of Chingleput for the of Six Hundred Star Pagodas and another Order on the Amildar of Oulloondoor for the being

which said Sunnuds or Orders has never been Complied with, owing to the Distracted State of the Country the Originals of which are ready to be produced when required. The Replicant further begs leave to observe, that in no one part of the Defendants Answer, is any one Circumstance identified as to time or place, but a rude and undigested Narrative of some pretended circumstances in order to mislead this Honble Court for the Real State of the Case, the said Replicant has in his Answer to the Cross Bill of Complaint fully Stated and Set forth to the best of his information and belief, and to which the Replicant prays this Honble Court to refer.

All which Matters and things this Replicant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Bill of Complaint he hath already prayed

Chas Bromley
Solr for Repl.

Sitts 24th May 12

The Answer of Thomas Lyon
of Lockhart Esqr Merchant
Defendant to the Cross Bill of Com-
plaint of Ketturnah Naick

The said Defendant now and at all times hereafter
saving and reserving to himself all and all manner of benefit
advantage of Exception to the many Errors and Insufficiencies
in the said Cross Bill of Complaint for Answer thereunto or
so much thereof as this Defendant is advised is Material
to make Answer thereunto He this Defendant Answereth
that according to the Bond or Obligation of the above D
Complainant his the said Complainant was Sent Letter
unto him this Defendant in the Sum of One Thousand
Hundred and Ninety Nine Pagodas one fanam and half
Cash being for the Use of such Person and persons
interested in the said Bond, for this Defendant saith
it is, that he did not but on Advance any Sum of Mo
any Transaction or Dealings with said Cross Complainant
entitled him to an inter right to the said Bond or the
but as the Cross Complainant and Ketturnah Naick
mentioned in the Cross Complaint has Sundry Transa
Dealings for account of Sundry persons as well as for
the said Ketturnah Naick being a Dubash of this
the said Cross Complainant and

Settled and Adjusted the Terms of their Agreement and pointedly
fixed the mode of the Obligation on which the said Ketturnah
Naick could enforce the Cross Complainant, if necessary, to a
performance of his Act and Deed for the due performance of such
his Promise and undertaking, has the said Cross Complainant
bound himself in a Penalty to this Defendant, which this Defendant
is advised, does to all intents and purposes, give this Defendant a
right of Action against the Cross Complainant whenever a cause
of Action arises, as also this Honble Court a Jurisdiction to Decide
on the Matters in question, and whether this Defendant was or
was not Original concerned in the Matters on which the Bond in
Question is founded, a trust is created by the Execution of the Bond,
and this Defendant is both expressly and virtually, as he is advised
a Trustee for the Use of those whom the said Bond or Obligation
may concern, in which the said Cross Complainant Sustains no
injury, for as the Sum must be paid to some person, it may as well
be paid to the Obligee, this Defendant, as to any other person, and in
so doing, the Cross Complainant is well warranted, and this Defend-
ant becomes immediately on the Receipt of Cash, responsible to the
Person, whose real property such Bond is, This Defendant begs
leave to this Honble Court to put the Question, why, and for what
purpose was such Bond so made in the Name of this Defendant
other than to Effect and enforce the payment thereof, and this was
the

Further Answereth and Saith that soon after the Entering into the Bond of the Twenty Second Day of March One Thousand Seven hundred and Seventy Nine, the said Kistnamah Naick Departed this life but before such his Decease as the said Kistnamah Naick Stood indebted unto James Henry Casamayor Esquire the Person mentioned in the Cross Bill of Complaint in a considerable Sum of Money he Mortgaged and made over Sundry Bonds and Obligations as a Security, and by which means as this Defendant is informed the said James Henry Casamayor came into possession of the Bonds in question, This Defendant for further Answer says that as to any thing the Cross Complainant alledges relative to the Balance of Eight hundred and thirty two Pagodas, "and that the Nabob Mao Saw Jaw gave a Sunka "on the Coventundalum and Otra Malore Countries, and Directed "one Veerasawmy to Pay the same unto the said Cross Complain- "ant, and he the said Cross Complainant delivered such Sunka "or Order to the said Kistnamah Naick who accepted the same "and applied to the said Veerasawmy for Payment, and that after "payment of the said Sunka that the said Cross Complainant "did Demand of the said Kistnamah Naick the Delivery of the "said Bond and which the said Kistnamah Naick promised "to do as soon as his Servants Arrival from Vellore, in which "Promise the said Cross Complainant Says he rests Satisfied" In Answer to this part of the Cross Complainants Bill of

Complaint the Rst Defendant has been humbly informed
same is entirely false, for before any Tanka or Cowle
the aforementioned Countries could be obtained the said
-mark Hatch dyed, and was at the time of his Death with
the Negro County and the Tanka as attested by the Co
Complainant, was absent and prevented since the Decease of
said Richard Hatch by the means of the aforementioned
Henry Lemmon and has ask the 28th Day of May 1
time after the Death of the said Richard Hatch the
or Cowle was ever in this Defendants possession and
procured when required and do in every Circumstance
fully the assertions herein alledged by this Defend

All which Matters and things this Def
is ready and willing to aver maintain and prove as this Hon
Court shall direct and most thankfully prays to be hence
Dismissed with his reasonable Costs and Charges in this be
most wrongfully Sustained

18th June 1782
Sworn to in Court
this Day

Chas Bromley
Dpty Reg

Thos Boyton

Chas Bromley
Atty for Dfts

Fort St. 25th June 1782.

The Rejoinder of Sattogadah Subbaroy of Madras Inhabitant Defendant to the Replication of Thomas Ogilvie of Fort Saint George 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 that may be had or taken to the many Errors, uncertainties, and Manifest Insufficiencies and Imperfections, in the Complainants said Replication contained, for Rejoinder thereunto, or unto so much thereof, as this Defendant is advised is or material or necessary for him to Rejoin unto, he does Rejoin and Say, that his Answer to the Replicants Bill of Complaint and all and Singular the matters and things therein Contained, are good, true, Certain and Sufficient in the Law to be Replied unto in such manner and form, as the same are therein and thereby Set forth and alledged, and that the said Replication of the said Complainant is very Uncertain, Evasive, and insufficient. This Defendant doth still absolutely Deny that he doth stand justly and truly Indebted unto the said Complainant in the Sum of One Thousand One hundred and Ninety three Pagodas, one fanam and fourteen Cash as is stated in the said Replicants Replication, the whole of which this Defendant thinks with all deference to the Judgment of this Honble Court, tends to shew that the said Replicant has no right of action

certainly not the said James Henry Casamajors Conduct proves the
contrary, it also proves the truth of that part of this Defendants said
answer (and which this Defendant avers to be the case literally as it
happened) that this Defendant in consequence of his appointment of
Hamuldar, Borrowed the Sum of Two Thousand Pagodas of Kistnamah
Naick to be applid to the purposes of Cultivating the Country at that
time under this Defendants management, as is the invariable Custome
of this Country, and that upon this Defendants removal from the said
Hamuldarship, the Debt contracted by this Defendant on account
of the Country, passed over to this Defendants Successor, who was in
actual possession of the advantages resulting therefrom and therefore
by every Principle of Reason, Equity and Justice responsible for the
Debt Contracted on Account thereof; But to prove this Circumstance
still more pointedly, this Defendant saith, that after the Procurement
of the Sunkah or Order upon Veerasawmy, the very Acceptance of
which, as it entirely changes the Nature of Security, absolutely
releases this Defendant from every Degree of Responsibility, had he
ever ben under any before, which this Defendant by no means admits
a further Step was taken, (which must beyond a doubt remove every
even the Distant appearance of Responsibility from this Defendant,
which was the changing the Nature of the Security a Second time, by
accepting from Veerasawmy distinct from all Responsibility relative
to this Defendant distinct from all Responsibility relative even to the
Nabob two Orders according to the said Replicants own Account, on
two Private persons, the One for Six Hundred, the other for five —

hundred

such case, that this Defendant could not pay the Amount thereof to the said Kyplant, as the Obligee and Holder of the said Bond, without Subjecting himself to be liable to pay it over again to the legal Representative of the said Kistnamah Nauck Deceased, who would obtain Judgment against this Defendant in a Court of Equity on account of this Defendants being aware that the Real property thereof belonged to him, and not to the said Kyplant, who this Defendant well knew, had no Interest whatever therein

For all which Reasons setforth and alledged by this Defendant is ready and willing to aver Maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Answer he hath already prayed

Thomas Jones
Atty for Defendt

Filed 25th June 1789.

The Replication of Sataguadah Subbaroy of Madraß Inhabitant Cross Complainant to the Answer of Thomas Ogilvie of Fort Saint George Merchant Cross Defendant.

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception, that may be had or taken to the many Errors, uncertainties, and Manifest Insufficiencies and Imperfections in the said Cross Defendants Cross Answer contained for Replication thereunto, or unto so much thereof, as this Repliant

is

Replicant on Account thereof. This Replicant further saith that the said Kistnamah Naick after the Receipt of the said Sunkahs or Orders from this Replicant accepted from the said Veerasawmy Drafts or Orders upon Private Persons whereby he the said Kistnamah Naick totally Changed the Nature of the Debt and entirely Forfeited in the Personal Security of the said Veerasawmy independent of all Connections between the said Kistnamah Naick and this Replicant and on that Account it was this Replicant apprehended that the said Veerasawmy would be told this Replicant that he was discharged or given sufficient Security for the Debt to the said Kistnamah Naick in the first Instance — incurred by this Replicant and this Replicant also supposes that the Sunkahs or Orders which the said Cross Defendant says he is now in possession of are those which the said Kistnamah Naick of his own Accord and at his own risk accepted from the said Veerasawmy. This Replicant further saith that the present Transaction so far as relates to the Sunkahs or Orders entirely resembles the Nature of a Bill of Exchange which if not paid at the time limited ought to be returned tho' the Channel receives and immediate Recourse had to the Drawer which if the Drawee does not do but either Detains it in his possession a reasonable time or changes the Nature of the Security by accepting of any other in lieu of it he does it at his own risk all Responsibility on the part of the Drawer immediately Ceases and in case of the Insolvency of the Payor the Drawee is without

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his property, should this Repliant be Decreed to Pay the Amount of the said Bond, as the Drawer of the Sunkah or Order is insolvent. This Repliant trusts upon this ground Solely, he should be entitled to a Decree and a delivery of the Bond to be Cancelled but fortunately for this Repliant, the said Kistnamah Naick went a Step further, he Accepted, as the said Cross Defendant Himself States it, two other Drafts or Sunkahs from the said Veerasawmy for the Amount of that every Draft which he, the said Kistnamah Naick, had upon the said Veerasawmy, thereby according to every principle of Law, entirely releasing this Repliant from every Degree of Responsibility and totally relinquishing every Claim upon this Repliant on Account thereof. And in regard to any other Matter or thing Setforth or Alledged in the said Answer, to which this Repliant hath not particularly Replied, he this Repliant Saith that the same is very uncertain evasive, and insufficient for him to make any other or further Reply thereto.

Wherefore matters and things this Repliant is ready and willing to Aver maintain and prove as this Honble Court shall Direct and Humbly prays as in and by his said Cross Bill of Complaint he hath already prayed.

Thomas Jones

Atty for Cross Complt.

Filed 29th July 1822

The Cross Rejoinder

Of the Cross Defendant

Selagadah Subbaroy

The said Defendant answers and saith that he

saving and denying unto himself all and all manner

and advantage of Exception to the many untrue and

and insufficiencies in the said Cross Replication contained

Rejoinder thereunto saith that he will aver and

and prove his Cross Answer to be good, true and

the Law to be Replied unto in such manner and form

are true and the

Cross Replication is very untrue, uncertain and insufficient

And for further Rejoinder the said Defendant says that

Plaintiff Selagadah Subbaroy is not nor cannot

him Alledges any sum or sums to have Received or

Debentures up to Jan. known the said Cross Plaintiff

any Shops Buildings the full Amount of such

notwithstanding what he has alledged in his Several

as such Persons are totally without any foundation

Extract from his own Showing, fraudulently

Original Account wherein he says that there

of Eight Hundred Pagodas due to the said

and that he Plaintiff

as he the Def

"One Verasawmy appointed in her the Defendants Room and

"that in Consequence of such application the Nabob gave an Order

"or Sunka on the Coverlundaturn and Ultra Malavr Countries,

"Directing the said Verasawmy to Pay unto the said Kistnamah

"Naick the said Sum of Eight hundred Pagodas and that the

"said Kistnamah Naick did accept of the same and that the

"said Verasawmy did pay the Amount thereof to the said

"Kistnamah Naick which he the said Defendant said he would

"prove in due time," The Cross Defendant Says and begs leave

to Remark, that no express time is mentioned when such

application was made to the Nabob, nor the time when such

Sunka or Order was given, the date of such Orders, nor the particulars,

nor when, nor where the said Verasawmy gave the said Kistnamah

Naick, nor wether the said Verasawmy is in possession of this said

Order or Sunka, whereby this Honble Court is left in a Sate of

Uncertainty as to the express time of these Several Transactions, but

the said Cross Defendant begs leave to Remark, that the Original

Defendant Salagadah Subbaroy has been great Stock of the Bond

being at Vellour, though in fact never out of Madras, but he

Dictates Saying one Word, in whose possession the Pretended

Sunkah is, here with the whole of the said Original Defendants

Defence, Whereas by the Cross Replication of the said Original

Defendant, he in his said Replies Says, "that after the said Cross

Defendant Thomas Ogilvie had proceeded to inform this Honble

Court

"Court that the Sunkas or Orders mentioned by the Defend
"Salagadah Subbaroy in his said Answer were given by the
"through the Interest and the immediate instance and
"James Henry Casamajor Esquire on Discharge of the D
"due on the said Bond in Question and thereby thereby
"the said Salagadah Subbaroy from all Responsibility on
"the said Bond." Saw the Cross Defendant says that the
Subbaroy instead of Suppose they his Opinions that are
seen in his Answer that the said Ballance was Discharg
Sunkas or Orders given by the Nabob to Kistnamah Naic
life time although such an Assertion is shown to have
absolute falsity by the said Salagadah Subbaroy himself
his Replication upon another grand Issues from the
his Defence is founded which in Law is a Byarder in
pleading. His Reasons why the said Cross Defendant
reply and Answer the Examination of James Henry Casa
shewing the Sunkahs or Orders, was to shew that the
that the said Salagadah Subbaroy has in his Answer
falsity as to the said Kistnamah Naich having the Sunk
the said Bond saying paying the Ballance there
Kistnamah Naich to whom they Ought among
James Henry Casamajor transacting the said
cannot nor ought not and this Defendant
self of the same

his Defence on the Ballance of the Bond in question being
paid to Kistnamah Naich in his life time, and this is given on
Oath. The said Cross Defendant further says that the said
Salagadah Subbaroy has in his Cross Replication set up
another Plea, "That he in consequence of his Appointment of
"Hamildar he Borrowed the Sum of Two Thousand Pagodas of
"Kistnamah Naich to be applied for the purposes of Cultivating the
"Country at the time under his Management and that upon his
"Removal from the said Hamildarship the Debt Contracted by him
"on Account of the said Country passed over to his Successor being
"Venadawmy and the Orders or Sunkas on him, he Delivered over
"to Kistnamah Naich who accepted the same in Discharge of
"the Bond in question," Sur again as the Cross Defendant says
for the want of dates, as to times when, and where, and the Names
of Persons Concerned, to ascertain the Facts, an uncertainty arises,
The said Cross Defendant further says, that the Cross Replicant has
again in his Cross Replication asserted, "that he Supposes that the
"Sunkas or Orders which the said Cross Defendant says he has now
"in his possession are those which the said Kistnamah Naich of his
"own Accord and at his own Risk accepted from the said Venatawmy"
That this supposition is very absurd, and has no foundation, because
no Sunkas or Orders, were obtained from the Nabob till after the
Death of the said Kistnamah Naich, and that at the instance of
the said James Henry Casamajor, who endeavoured as much as
lay

lay in his power to procure the Money, or a part thereof he
could, and the same remain answerable to the present
Cross Defendant is informed, and as to the Junkas or Orders
Sawmy, they were delivered over to the Defendant by
James Henry, the agent to the said Cross Defendant, and
informed this said Defendant was attending on Government
Application to his Highness the Nabob, and that after the
his Dubash the said Kistnamah Naick, who stood Sec
him very Considerably, the said Cross Defendant finding
he observes the said Satagadah Soobaroy might be prevailed
in his Brief Replication for Defendant than the Cross Defendant
answer, by saying, that as far as the Transaction relates to
or Orders, the same resembles the Nature of a Bill of Exchange
if not paid at the Limitted time ought to be returned back
Charged received, and to have recourse to the Drawer and
in default of so doing all Responsibility rests on the part of
Drawer the said Brief Replication then Suggesting that
Transaction and Meaning to bring the transaction or Bill
as parrallell to the Negotiating of a Bill of Exchange. Which
is not the least of truth, supposing any Credit and Brief
Actually true as the Brief Replicant has alledged in his
Proceedings, which are by no means the case for by Exhibit
first on the Part or Obligation of the Original grants and
Junkas or Orders as Sundays or Gratuitous and
undischarged, and the Letter in a Different
on whom the same is Drawn

Returned to the Nabob, and Satagadah Subbaroy stands Still
Debtor upon his Bond for whatever the Ballance may be thereon,
and from thence is not Discharged until payment shall be
made upon the Junkas or Orders, but as to the Recovery of the
Junkas or Orders, the same do not in the least Debar the Cross
Defendant or the Obligee from having his Recourse against the
Obligor, because such Junkas or Orders were not Received as
in full Discharge of the said Satagadah Subbaroy's Responsibility
as they were not meant nor understood to be Received with
that Idea, but only, to assist in the Recovery of the Money. The
Cross Defendant says, no Receipt or Voucher can be produced, that
these Junkas or Orders were accepted in that light for the said
Junkas or Orders were procured by the means of James Henry
Cafamajor aforementioned, after the Death of Kistnamah Naick,
and with an Intention of facilitating the Payment, and to get
the Bond or Obligation discharged by every means that could be
devised, and if the Money could be got, no doubt Credit would
have been given the said Satagadah Soobaroy for the same,
but all this the said Satagadah Soobaroy hath nothing at
Present to do with, he has recited his Defence on a certain Plea
by him Set forth, "That the said Ballance was paid by Vera-
"Sawmy to Kistnamah Naick and therefore the Bond or
"Obligation ought to be delivered to him," which Plea the Brief
Defendant in his Original Reply Denies, and upon which,
with Submission to this Honble Court, do the merits of this Cause
rest, for as to any other Matter or thing, that may be Alledged

By

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by the said Salagadah Subbaroy in his Lastest Will
were wholly out of the Testator and a Dyster
the said Defendant further Says that he has
that the said James Henry Lafarque did shew
and inform the said Salagadah Subbaroy with
and further Says to the said Salagadah Subbaroy
further time if he would shew the Payment
time from time to time promised to be done
the said Salagadah Subbaroy. The said Defendant
Says, to the said Salagadah Subbaroy offering
Application. That the
Sum or Sums from the said Company for the
that Deft which he had on the said Subbaroy
Defendant Says that in his Deft answer he shewed
and every the Transactions relative to the Sum
were had and done after the Death of the said
and at the instance and consent of the aforesaid
Henry Lafarque and no one else as the said Deft
has been informed and verily believes
All which Matters and things the
ready and Willing to shew Whenever and from
Court shall direct and Most humbly prays as
and Answer the said Cross Bill

Witnesses
Narraine Pillah
Ramah Chitty
Sellasinganah Pillah
Gangadarah Pillah

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Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined in certain Causes now depending and at Issue in the Honble the Mayors Court at Madraspatnam, Wherein Thomas Ogilvie of Fort Saint George Merchant is Original Complainant and Cross Defendant, and Salagadah Subbaroy of Madras Inhabitant, is Original Defendant and Cross Complainant, but since Deceased and Revived in the Name of Augustry Bayatipaity Venkayah and Narrasengaroy as Executors to the last Will of the said Salagadah Subbaroy.

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

Interrogatories To all the Witnesses

1.st Do You know, or Do You not know, the Parties Complainant and the late Defendant in the Title of these Interrogs named, if you, how long have you so known them, or either and which of them Declare.

Ditto. 2.d Look upon the Paper Writing now produced and Shewn to You, at this the time of your Examination, purporting to be a Bond or Obligation from the above said Defendant the late Salagadah Soobaroy to the above said Complainant Thomas Ogilvie, whether or no the said produced Writing was ever and where Signed, Sealed and Delivered, or in any and what manner Executed by

any

any and what Person or Persons in your Sight or Presence

the Presence of any and what Person or Persons as you

for any and what Entry Letter &c. And whether or no you

or Mark Set or Subscribed to the said produced Writing

to the Signing Sealing Delivery or Execution thereof by any

Person or Persons? If yea as you Know or Think or Al

If you can produce those Writings and if when Expedient

Writing or as any and what Name or Names Mark or

any and what Person or Persons Sel and Subscribed to the

Writing or Writings to the Signing Sealing and Delivery

thereof as you know or Believe

or Deed as you know or for any and what Letter &c.

To all the Witness } 3d. Do You know or Do you not know or are you

and what Natural Matter or thing relative to the Deft

Durham Esquire the above said Complainant and the above

Defendant in his Life time having any Dealings

Henry Caparmajor late of Fort St George Esq or Interest

and on what occasion he became so entitled and when

what Person or Persons and whom by Name have he

and said Defendant and the said James Henry Caparmajor

or were concerned in the Dealings and Accounts of the

Writing / Marked A / particularly set forth and Declare

to your knowledge Remembrance and belief

acquainted herewith

To all the Witnesses } 4th ..... Was you, or was you not acquainted with Kistnamah Naick late of Madras and Renter of Nagore in his life time, if yea, how long did you so know him, and when, and where did he Dye? Do you know or Do you not know, whether the said Kistnamah Naick was any ways, and how interested in the said produced Writing / Marked A No. 1 / if yea, did he or did he not make the same over, by some Deed or other Instrument of Assignment as and for a Security for same certain Sum of Money he then stood Indebted unto James Henry Caparmajor Esquire, if yea, Do you know or Do you not know, how and in what manner the said James Henry Caparmajor Settled and Adjusted this Obligation with the said Kistnamah Naick, and whether the said Bond or Obligation in the Name of the said Defendant Sattagadah Soobaroy, is or is not the absolute property of the said James Henry Caparmajor, Setforth and Declare as you know or do believe.

Ditto ..... 5th ..... Do You know or Do you not know of any application made by the said James Henry Caparmajor unto His Highness Wau-Sau-jau, the Nabob of the Carnatic, for certain Junkas or Orders upon certain Districts or Countries for the Payment of such Ballance as might be due on the aforementioned produced Writing or Obligation, if yea, was such application so made before or after the Death of the said Kistnamah Naick, Do you know or Do you not know, whether such Orders were obtained, and upon whom and whether the same so received, was or were denied, accepted, or taken in full Discharge of the said Sattagadah Subbaroy the

above

above said Defendant, and whether the Person or Persons on whom such Orders were given, did or did not Comply with the Tenor of the same, and if not, for what Reason, and the Cause of such non Compliance, particularly Set forth and Declare, and how you became acquainted therewith.—

To Sellasingah Billah } 6th..... Did you or did you not Translate the Original Writing Marked B. N°2 and C. N°3 now produced and Shown to you at this the time of your Examination, if you are the Translator so make into the English Language now also produced, true Translate, or how otherwise Declare.—

To all the Witnesses } 7th..... Look on the several Writings now produced and Shown to you at this the time of your Examination Marked B. N°2 & C. N°3 purporting to be the Original Sunnas with their Joo-tales respecting the Matters in Question, are or are not the same the Identical Sunnas, as procured by the means of the said James Henry Caparmajor, for and on Account of the said Sattagadah Subbaroy, the above said Defendant and Cross Complainant? Do whether the same was or were not procured after the Death of the aforementioned Kistnamah Naick and this at the Desire of the said Sattagadah Subbaroy, the Defendant, and whether such Sunnas or Orders, or are not Discharged, and if not, for what Reason they are not discharged, particularly set forth and Declare, to the best of your Knowledge, Remembrance and belief, and how you became acquainted therewith.—

To all the Witnesses } 8th..... Do You know, or Do you not know of any and what application the said James Henry Caparmajor, made to the said Sattagadah Subbaroy, the above said Defendant in his life time, for to Settle and Adjust the Difference, arising on the said Bond or Obligation of the said Sattagadah Subbaroy, If yea, was not the same done after the Death of the said Kistnamah Naick, and at what time, and where, together with the Several Answers that the said Sattagadah Subbaroy in his life time returned to the said James Henry Caparmajor.—

Last..... Do you know of any other Matter or thing, or have you heard, or can you Set forth, any thing touching the Matters

To all the Witnesses } in Question in this Cause, that may tend to the Benefit or advantage of the Original Complainant and Cross Defendant If yea, Declare the same, as you know, have been informed, or do believe, together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated.—

Chas. Bromley

Att.y Or. Compl.t & Cross Def.t

Know all Men by these Presents that I Subba Royah Annuldary of the Company's Sayer held and firmly bound unto Thomas Ogilvie in the Penal Sum of four Thousand and Sixty Star Pagodas to the payment whereof well and truly to be made to the said Thomas Ogilvie 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 Twenty Second day of March in the year One Thousand Seven Hundred and Seventy Nine.

Whereas the above bound Subba Royah hath borrowed and received of the above named Thomas Ogilvie the full and just Sum of Two Thousand and thirty Star Pagodas to run at Interest at the Rate of Twelve per Cent per Annum Payable in Two Months from the date hereof

Now the Condition of this Obligation is such that if the above bound Subba Royah his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Thomas Ogilvie his Heirs Executors Administrators or Assigns the full and just Sum of Two Thousand and Sixty 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.

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the Presence of

Examined Compared and carefully collated with the Original Bond delivered in the Honble the Mayor's Court at Madraspatnam and attested to be a true Copy. The Original Delivered up by Order of Court of the 15th Day of July 1786.

James Taylor
Regr

Soobaroy's Bond dated 22d March 1779

Exhibit A

This Exhibit Marked A was Shewn to Narrain Pillah Ramah Chitty Tilla Singanah Pillah and Gangasarah Pillah at the respective times of their Examination before Me on the part of the Original Complainant and Cross Defendant wherein Thomas Ogilvie is Original Complainant and Cross Defendant and Sattagadah Subbaroy Original Defendant and Cross Complainant on the 12th 14th and 16th Day of April Anno Domini 1783.

Jos. du Pré Porcher
Excr

Translation of a Purcha given by Verasawmy on Ambalavanah Pillah the Annuldar of Chingleput

That the Sum of Six hundred and one Star Pagodas Borrowed by Sooba Row the late Manager by the means of Cashava Chitty Kistnama Naig Dubash which Sum you will pay by the means of Mr Cavanagh's Dubash out of Collections of the said District of the year 1188 of Phazally or the year of Christ 1779 and Obtain a Receipt which Receipt together with the Letter of Advice you will deliver into the

Treasury of the Company's Factory and take a receipt for it from the Circar.

Dated 22.d of Jemadeal oual 1194 of Hegira or the 30.th of Christ 1780 May the 28.th

Said to be a true Translate from the Original in the Persian Language by Tellinganah

Chas Bromley
atty Compt.

Translation of a Sunka given by Veradauny &c
Arbalavana Pillah the Annuldar of Chingleput dated 28.th May 1780

B. N.o 2

This Exhibit Marked B was shewn to Narrain Pillah Ramah Chitty Tellasingaparah Pillah and Gangarah Pillah at the Respective times of their Examination before Me on the Part of the Original Complainant and Orgl Defendant In a Cause depending in the Mayor's Court at Madraspatnam wherein Thomas Gilbert Original Complainant and Orgl Defendant and Sattagatah Letteroy is Original Defendant & Orgl Defendant on the 12.th 13.th 15.th Day of April Anno Domini 1783.

Jos Gabriel Borcher
Exam.

Translation of a Sunka given by Veradauny on Monday Moodily the Annuldar of Outramallore.

That the Sum of Four Hundred Star Pagodas Remitted by Sooba Row the late Manager by the means of Cashiva Chitty Kistnamah Nayg Debash which Sum you will pay by the

means

Means of Mr Cavanagh's Debash out of Collections of the Said
District of the year 1188 of Chazully or the year of Christ 1779 &
Obtain a Receipt which Receipt together with the Letter of advice
will Deliver into the Treasury of the Company's Sayhar and
take a Receipt for it from the Circar.—

Dated 22d of Jemah ul Coul 1193 of Hegira or the year of
Christ 1779 May the 22d.—

Said to be a true Translate by Tellisinganah from the
Original in the Persian Language—

Cha: Bromley
Mayr Court

Translation of a Tunka given by Varadaumy on Monday
Morilly the Amuldar of Outramalore — Dated 28th May 1779

C. N.o 3

This Exhibit Marked C was Shewn to Narrain Pillah Renter Mr
Tillasinganah Pillah and Gangadarah pillah at the respective time
of their Examination before Me on the Part of the Original Compt.t
and Cross Defendant In a Cause depending in the Mayor
the Mayors Court at Madraspatnam wherein Thomas Ogilvie
Original Complainant and Cross Defendant and Sattagadah
Subbaroy Original Defendant & Cross Complainant on the 12th
& 16th Day of April Anno Domini 1783—

Jos. Dupre Porcher
Exam.r

Mayor's Court at Madraspatnam — Between Thomas Ogilvie of Fort Saint George Merchant Original Complainant and Cross Defendant and Sattagadah Subaroy of Madras Inhabitant Original Defendant and Cross Complainant but since Deceased and Revived in the Name of Rangetty Bayetipaity Vencayah and Narasengary as Executors to the Last Will of the said Sataqadah Subbaroy

On the Part of the Original Compl.t and Cross Defendant—

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

Narrain Pillah Head Dubash Inhabitant of Madras aged 60 Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the 12th Day of April 1783. Signifies at the Office of Mr Thomas Jones who is Attorney for the Original Defendant and Cross Complainant by Dumasing 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 Interrogatories this Deponent Saith that he doth know the Original Complainant and Cross Defendant Thomas Ogilvie in this Cause and that he hath so known him about ten years and that he doth know the Original Defendant and Cross Complainant Salagadah Subbaroy in this Cause

and

and that he shall be Known Even Eleven or Twelve years — and more
saith not to this Interrogatory.

2d. To the Second Interrogatory this Deponent answering upon the
Paper Writing now produced and Shown to him at this the Time
of his Examination purporting to be a Bond or Obligation from
the above said Defendant to the above said Thomas Oglive and
that he did see the said Bond or Obligation Signed Sealed and
Delivered in the Presence and in that of Chinnyanaragoo and
Venaty Royloo whose Names are thereunto affixed as Witness to
the due Execution of the said Bond, that said Bond was so
Executed by the said Defendant for value Received from Kistnamah Naick
which he this Deponent saw paid into his the Defendants hands
that his Name is not Set or Subscribed thereto as a Witness that
the aforementioned Chinnyanaragoo and Venaty Royloo are
the only Witnesses who Subscribes thereto that their said Names
are of the proper Hand Writing of the said Chinnyanaragoo and
Venaty Royloo that they so subscribes their Names as Witness
to the due execution of the Bond in question that the said
Witnesses are not at present at Madras whether they or either of
them are dead or where gone to he this Deponent doth not
know and more saith not to this Interrogatory.

3d. To the third Interrogatory this Deponent saith that he doth
know and can set forth some Material Matter relative to the
Dispute in Question between the above said Complainant and
Defendant wherein James Henry Casamayor late of Fort St

Esquire became concerned and interested that he became so interested
and Concerned by the Bond in question having been Mortgaged
to him the said James Henry Casamayor by Kistnamah Naick
for a Sum of Money owing by them Kistnamah Naick to him
the said James Henry Casamayor — that no Person or Persons
whatever except the Complainant the Defendant and the said
James Henry Casamayor was or were Concerned in Obtaining
and procuring the said produced writing / Marked A / at the
time of your Examination — and more saith not to this Interrogatory.

To the fourth Interrogatory this Deponent saith that he was
acquainted with Kistnamah Naick late of Madras and Renter
of Nagore in his life time that he so knew him above thirty years
that he died at Nagore, to the best of his this Deponents Recollection
in the Month of March in the year of our Lord One Thousand
Seven hundred and Eighty — that the said Kistnamah Naick was
interested and Concerned in the said produced Writing / Marked A
No 1. / and that he became so by having paid the Defendant the
value for it in two different Payments in his this Deponents presence
that the said Kistnamah Naick did make over the said Bond,
in question by a Mortgage to James Henry Casamayor Esq.re as
a Security for a Sum of Money he then stood indebted for to him
the said James Henry Casamayor Esq.r that the said James Henry
Casamayor did Settle and adjust this Obligation with the said
Kistnamah Naick by accepting the same as part payment of
the

the sum of Money for the said Kistnamah Naick stood Indebted unto him James Henry Casamayor that the said Bond or Obligation in the Name of Sabagadah Subbaroy is the absolute property of the said James Henry Casamayor Esquire as for the said Sabagadah Subbaroy acknowledged himself to him this Deponent and more saith not to this Interrogatory.

5th To the fifth Interrogatory this Deponent saith that the said James Henry Casamayor Esq[r] never did apply unto the Right Honble Sir Thomas Rumbold Bart. Governor for Justice or Order to distrain or Imprison for the payment of such Balance as might be due on the aforementioned Accounts further this Deponent saith that was made by the Deponent himself after the Death of Kistnamah Naick that the Right Honble Sir Thomas Rumbold Bart. Governor did comply with the said Defendants requisition and did Grant him the Order of all the Company's Villages to give Justice to the said Defendant on the Amount of his Account and that of Cotamah and Allanahum that the said James Henry Casamayor Esq[r] did not accept of Rowe and Purdas as Securitys in for the said Sabagadah Subbaroy nor did he Warn them that the Persons on whom the Purdas were given did comply any further with said Purdas that Rice non-compliance with which was owing to their Countries being over run and Destroyed by the Enemy.

7th To the Seventh Interrogatory this Deponent on his Oath on the several Writings now produced and shown to him

this the time of his Examination Marked B. N°2. and C. N°3. purporting to be the Original Purchas with their Translates respecting the Matters in Question, saith they are the identical Purchas procured by the Defendant himself for and on his own Account and not by the means of James Henry Casamayor Esquire - that the same were procured after the Death of Kistnamah Naick that they were never complied with for the Reasons before assigned namely the Country on which they were given being over-run and Destroyed by the Enemy - and more Saith not to this Interrogatory.

To the Eighth Interrogatory this Deponent saith, that after the said James Henry Casamayor Esquire saw but little prospect of the Purchas in question being Complied with he ordered him this Deponent to call on the Defendant and Desire him to Settle and Adjust his the said James Henry Casamayors Demand on him, which he this Deponent repeatedly did do without Effect that the Defendant evaded every application he so made by putting him off from Day to Day. that the same was done after the Death of Kistnamah Naick at his the Defendants own House from the Month of October in the Year of our Lord One Thousand Seven Hundred and Eighty to the Month of January following in the year of Our Lord One Thousand Seven Hundred and Eighty one - that he the said Defendant always excused himself by saying he would pay from Month to Month, that he had a Number of Joys which he had sent with his Wife to the Northward that they the said Joys and his Wife were taken by the Enemy - that if the said James Henry Casamayor would have a little more Patience he had Hopes of becoming a Manager of

Coonamah

Samarah as well as all other Villages in possession of the Estate that so soon as that happened to the said Defendant would pay the said James Henry Casamayor that he never of the said Villages nor has he ever paid any part of the Rent of the said James Henry Casamayor and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith that for three years the said James Henry Casamayor commenced a Suit against the said Defendant in the Mayors Court that he the Defendant in consequence made frequent application to him this Deponent to use his Influence with the said James Henry Casamayor to Withdraw the Suit promising in such case to satisfy him the said James Henry Casamayor in three or four Months that he this Deponent after many requisitions to this Effect from the said Defendant did speak to the said James Henry Casamayor but the said James Henry Casamayor positively refused to desist with the said Defendants Request and more saith not to this Interrogatory

Jos.s DuPre Porcher
Exam.r

Mayors Court at Madraspatnam

Between Thomas Ogilvie of Fort Saint George Merchant Original Complainant and Cross Defendant and Satagadah Subbaroy of Madras Inhabitant Original Defendant and Cross Complainant but since Deceased and Revived in the name of Rangestry Bayetipatty Vencayah and Naraeingaroy as Executors to the last Will of said Satagadah Soobaroy

On the Part of the Original Complainant and Cross Defendant

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

Ramah Chilly of Madras Shroff aged 60 years or thereabouts being produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the 16.th Day of April 1763 Signified at the Office of Mr. Thomas Jones who is Attorney for the Original Defendant and Cross Complainant by Dumasing 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

1.st ..... To the first Interrogatory this Deponent saith on looking upon the Paper writing now Shewn to him at this the time of his Examination purporting to be a Bond or Obligation from the abovesaid Defendant the late Satagadah Soobaroy to the above said Complainant Thomas Ogilvie that he did not see said Writing Signed Sealed and Delivered that Kistnamah Naick told him this Deponent that said Writing was Signed Sealed and Delivered and

Properly

Properly executed by Sattagadah Soobaroy to whom he Kistnamah Naick Ordered him this Deponent to Pay and Delivered the same of said Paper Writing being Money borrowed and in consideration which the said Sattagadah Soobaroy the Defendant has given Paper Writing - that his name or mark is not Set or Subscribed thereto as a Witness that he doth know that the Name of Shinnaikaw thereunto Set and Subscribed as one of the Witnesses is the hand Writing of the said Chennavaiah Row that he doth not know whether the Name of Ramiah Taylor thereunto Set as the other is the Proper hand Writing of the said Ramiah Roylor Chennavaiah Row one of the Witnesses abovenamed To this living and that he is now in Madras the other Witness above this Deponent know nothing of - and more saith not to this

To the third Interrogatory this Deponent saith that he know know Material Matter Relative to the Dispute between the abovesaid Complainant and the above said Defendant his life time Trading and Concerning which James Henry late of Fort Saint George Esquire is interested and Concerned so interested and concerned by the Bond or Bonds with the Same having been Mortgaged to him by Kistnamah Naick for a Sum of Money the Kistnamah Naick Now Indebted unto him the Henry Casamayor that Broke the Complainant Defendant James Henry Casamayor Kistnamah Naick was concerned in obtaining and procuring the said produced Writing / Marked A / he became acquainted with the Transaction by Reason the Kistnamah Naick abovenamed

To the fourth Interrogatory this Deponent saith that he was acquainted with Kistnamah Naick late of Madras and Renter of Nagore in his life time and that he so knew him ten or fifteen years, that he died at Nagore in the Month of March in the year of Our Lord One Thousand Seven Hundred and Eighty - that he doth know that the said Kistnamah Naick was interested and Concerned in said produced Writing / Marked A No 1 / that he the said Kistnamah Naick did make over the same unto James Henry Casamayor as a Security for a Ballance of Money he then stood Indebted unto the said James Henry Casamayor that he the said James Henry Casamayor did accept the same from the said Kistnamah Naick as a Security for the Balance owing him as before mentioned and that the said Bond or Obligation in the Name of Sattagadah Soobaroy in the absolute property of the said James Henry Casamayor Esquire - and more saith not to this Interrogatory.

To the fifth Interrogatory this Deponent saith that he doth not know of any application having been made by the said James Henry Casamayor unto his Highness Wallaw Jaw Nabob of the Carnatic for certain Sunnas or Orders on any Districts or Countries for the payment of such Balance as might be due on the aforementioned produced writing or Obligation and more saith not to this Interrogatory.

7th To the Seventh Interrogatory this Deponent saith on looking upon the Several Writings now produced and shown to him at this the time of his Examination marked B No 2 and C No 3 purporting to be the Original Sunnas with their Translats respecting the matter in

on Duition that he doth not know said Writings and that he
saw them before that he doth not know whether said Writings
were procured by the means of James Henry Casamayor for
on Account of said Sattagadah Soobbaroy or by any other means
nor does he know any thing whatever relative to them and
saith not to this Interrogatory.

8th

To the Eighth Interrogatory this Deponent saith that he
doth know of an application having been made by Sella
Pillah by order of the said James Henry Casamayor to
Soobbaroy the above said Defendant on his first arrival to
adjust the Affairs arising on the said Bond or Obligation of the
said Sattagadah Soobbaroy that such application was made
after the Death of Kistnamah Naick in the Month of
may following that Court where particularly he this Deponent
doth not know and that he doth not know what were the
Answers of the said Defendant and more saith not to this
Interrogatory.

To the last Interrogatory this Deponent saith that he
informs that Sellasingapillah had settled with the
Defendant that the said Defendant should indemnify and keep
the said James Henry Casamayor the Sum of One thousand
one hundred and odd Pagodas that during the life time of
Kistnamah Naick part of this Bond or Duition had been
by the said Defendant and that previous to the
Defendant's Settlement

He the said Defendant had paid in further part of the said Bond
Six Hundred Pagodas at two different Payments to James Henry
Casamayor which reduced the Balance due to the said James
Henry Casamayor to the Sum of One Thousand one hundred
and odd Pagodas as before related and more saith not to this
Interrogatory.

Jos. DuPré Porcher
Exam.r

Mayor's Court at Madraspatnam. Between Thomas Ogilvie of
Fort Saint George Merchant Origi-
nal Complainant and Cross Defend-
ant and Sattagada Subbaroy of
Madras Inhabitant Original
Defendant and Cross Complainant
but since Deceased and Revived in
the name of Rangetry Bayeliparty
Vencayah and Narrasingary as
Executors to the Last Will of the Said
Sattagadah Subbaroy.

On the part of the Original Complainant and
Cross Defendant.

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

Sella Singanah Pillah Head Dubash Inhabitant of Madras Aged 37
Years or thereabouts being produced as a Witness in this Cause on the part of the Original
Complainant and Cross Defendant was on the 11th Day of April 1783 Sworn and

the Office of Mr. Thomas Jones who is Attorney for the Original Defendant and Cross Complainant by Desiring 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 Original Complainant and Cross Defendant Thomas Ogilvie in this Cause and that he hath to knowne him about ten years and that he doth also know the Original Defendant and Cross Complainant Sattagadah Subbaroy in this Cause and that he hath to knowne him five or Six years— and more saith not to this Interrogatory.—

2d. To the Second Interrogatory this Deponent Saith upon the Paper Writing now produced and Shown to him at the time of his Examination purporting to be a Bond or Obligation from the above said Defendant the late Satagadah Soubaroy to Thomas Ogilvie the above said Complainant that he doth not know any thing concerning said Paper or produced that he did not see it Executed by any Person or Persons and more saith not to this Interry.—

3d. To the third Interrogatory this Deponent saith that he doth know and can affirm some Material Matter or thing relative to the Dispute in Question Between the said Complainant and Defendant touching and concerning which James

Henry Casamayor late of Fort Saint George Esqr. is concerned and Interested— that he became so interested and Concerned as he this Deponent has heard by the Bond in Dispute having been Mortgaged to him the said James Henry Casamayor by Kistnamah Naick as a part Security for a Sum of Money he Kistnamah Naick stood Indebted to the said James Henry Casamayor— that he doth not know who were concerned in obtaining and procuring the said produced writing / Marked A / and more saith not to this Interrogatory.—

4th. To the fourth Interrogatory this Deponent Saith that he was acquainted with Kistnamah Naick late of Madras & Renter of Nagore during the Life time that he so knew him fifteen years & upwards that he died at Nagore in the Month of March in the year of our Lord one Thousand Seven Hundred and Eighty— and that he doth know that the said Kistnamah Naick was interested and Concerned in the said Produced Writing / Marked A No. 1. / that he the said Kistnama Naick did make the same over by a Mortgage as and for a Security for a certain Sum of Money he then stood Indebted unto James Henry Casamayor— that he doth know how and in what manner the said James Henry Casamayor Settled and adjusted this Obligation with the said Kistnamah Naick that he so adjusted it by accepting said Obligation as a Security for a certain Sum he the said Kistnamah Naick then stood indebted to him— that he doth believe the said Bond or Obligation in the Name of the said Satagadah Soubaroy is the absolute Property of the said James Henry Casamayor— and more saith not to this Interrogatory.—

5th

To the fifth Interrogatory this Deponent Saith that he do know of an application having been made by the said James Henry Casamayor unto his Highness Wallaw jaw Nabob of the Carnatic for certain Sunkas or Orders upon certain Districts or Countries for the payment of such Batana as might be due on the aforementioned produced Writing or Obligation that such application was made after the Death of Kistnamah Naick that his Highness Wallah Jaw Nabob of the Carnatic do Comply with said application and did give Orders or Sunkas upon the Renters of the Outmonlore and Chingleput Districts that such Sunkas or Orders were Received by the said James Henry Casamayor but not deemed by him a full Discharge of the said Satagadah Soubaroy the above said Defendant that the Renters above named did not comply with said Sunkas or Orders that the Cause of such non Compliance was owing to the Invasion of the Enemy as he this Deponent hath heard & been informed and more Saith not to this Interrogatory—

6th

To the Sixth Interrogatory this Deponent Saith or looking on the two Papers Marked B. N°2 & C. N°3 now produced and Shown to him at this the time of his Examination that he do Translate the said Original Writings and the Translate so made into the English Language are also produced and Shown to him at this the time of his Examination are true Translate & more Saith not to this Interrogatory—

7th

To the Seventh Interrogatory this Deponent Saith on looking on the Several Writings now produced and Shown to him at this the time

of his Examination marked B. N°2 & C. N°3 purporting to be the Original Sunkas as produced by the means of the said James Henry Casamayor for and on Account of the said Satagadah Soubaroy the aforesaid Defendant & Cross Complainant that the same were procured after the Death of the aforementioned Kistnamah Naick and this at the desire of Satagadah Soubaroy the Defendant and that such Sunkas or Orders were never Discharged the Cause of which as before mentioned was the Invasion of the Enemy— and more Saith not to this Interrogatory—

To the Eighth Interrogatory this Deponent Saith that he doth not know of any Application the said James Henry Casamayor Esquire made the said Satagadah Soubaroy the above said Defendant in his life time to Settle adjust the Difference arising on the said Bond or Obligation of the said Satagadah Soubaroy— and more Saith not to this Interrogatory—

Js. Du Pré Corcher

Exam.

Mayor's Court at Madraspatnam.

Between Thomas Ogilvie of Fort Saint George Merchant— Original Complainant and Cross Defendant and Satagadah Soubaroy of Madras Inhabitant Original Defendant and Cross Complainant, but since Deceased and Revived in the Name of Rangastry Bayatpatty Vencayah and Narasingarow as Executors

Executors to the Last Will and Testament
of the late Satagarah Sattheny

On the Part of the Original Complainant
and Cross Defendant —

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

Gangadarah Pillah Inhabitant of Pursuwauck Native of Madras aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Original Complainant and Cross Defendant was on the 11th Day of April 1783 Sworn at the Office of Mr Thomas Sowerby in Aldermanbury for the Original Defendant and Cross Complainant by Examining any Interpreter who first Sworn a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz^t —

1st — To the first Interrogatory this Deponent Saith that he well knows the Original Complainant and Cross Defendant Thomas Ogilvie in this Cause, and that he doth know the Original Defendant and Cross Complainant Satagarah Sattheny in this Cause and that he hath so known them for six or seven years — and more Saith not to this Interrogatory —

2d — To the Second Interrogatory this Deponent Saith that he doth know the Paper Writing now produced to him at the time of his Examination purporting to be a Bond or Obligation from the above said Defendant the late Satagarah Sattheny to the above said Complainant Thomas Ogilvie, that he doth not know the Names of the Witnesses thereunto Set and Subscribed, nor does he know any thing whatever relative to the said Paper now

Produced to him — and more Saith not to this Interrogatory —

3d — To the Third Interrogatory this Deponent Saith that he doth know some little Matter relative to the Dispute in Question between the Complainant above named and the Defendant above named, that he doth not know how or in what manner James Henry Casamayor Esquire became intrusted in said Dispute nor does he even know that the said James Henry Casamayor has any Concern in said Dispute, that he doth not know any thing relative to the procuring of the Paper Writing / Marked A / as before Declared — and more Saith not to this Interrogatory —

4th — To the fourth Interrogatory this Deponent Saith that he knew Kistnamah Naick died at Nagore about three years ago — that he doth not know whether the said Kistnamah Naick was any ways Concerned in the Bond in Question / Marked A No 1 / nor doth he know of any Transaction whatever between the said Kistnamah Naick and James Henry Casamayor Esq^r relative to said Bond — that he doth not know whether said Bond is the Property of the said James Henry Casamayor Esquire or not — nor does he know to whom it belongs — and more Saith not to this Interrogatory —

5th — To the fifth Interrogatory this Deponent Saith that he doth not know of the said James Henry Casamayor having made application to His Highness Wallaw Jaw the Nabob of the Carnatic for Sunnas or Orders on any District or

Countries

Countries for the Payment of such Balance as might be due on the aforementioned produced Writing or Obligation, nor can he say any Answer to the Several Questions in this Interrogatory being totally unacquainted with the Subject of them — and more doth not to this Interrogatory —

7th — To the Seventh Interrogatory this Deponent Saith, on looking on the Several Papers now produced to him at this the time of his Examination marked B. № 2. & C. № 3 purporting to be the Original Sunnas with their Translats respecting the Matters in question that he knows nothing of said Papers and has he ever seen them before — and more saith not to this Interrogatory —

8th — To the Eighth Interrogatory this Deponent Saith, that he doth not know of any application from the said James Henry Casamayor to the said Defendant to settle and adjust the difference arising on the said Bond or Obligation of the said Defendant — and more saith not to this Interrogatory —

To the last Interrogatory this Deponent Saith that he doth know of a Matter touching the Matters in Dispute — that he went in Company with the Defendant Salagadah Soobaroy to the House of Narrain Pillah on some business which the said Defendant had with the said Narrain Pillah which after having Settled he this Deponent told Narrain Pillah ask the Defendant whether he meant to pay the Money he owed James Henry Casamayor Esqr

who was in want of it, that the said Defendant in reply told Narrain Pillah, that as soon as he was in Possession of the Aumaldarship of the Company's Jaghier which he expected that he would pay the said James Henry Casamayor that in return Narrain Pillah told him the said Defendant that his getting the above Employ had no connection with his Debt to the said James Henry Casamayor and that he had better settle that Matter first, that the said Defendant to this gave the same Answer, that he would pay when he was made Aumildar that about ten days after the preceding Conversation had passed, Narrain Pillah Desired him this Deponent to go to Salagadah Soobaroy and desire him either to pay his Debt to Mr. Casamayor or come and speak with that Gentleman, that he this Deponent did accordingly do so and was desired by the Defendant to tell Narrain Pillah in return that he was at Present without Money and that he the said Defendant could not call on Mr. Casamayor as he was very busy in getting the Aumuldarship which immediately as got he should pay what he Owed the said James Henry Casamayor that he this Deponent did accordingly deliver this Message to the said Narrain Pillah — and more Saith not to this Interrogatory —

Sworn

Jos. DuPré Corcher

Exam.

Interrogatories to be Administred to such Witnesses as shall be produced, Sworn and Examined on the part and behalf of Sallagadah Seobarow in a certain Cause & Cross Cause now depending and at Issue in the Hon^ble the Mayors Court at Madrapatnam, wherein Thomas Ogilvy of Fort Saint George Merchant is the Original Complainant and Cross Defendant and Salagadah Seobarow of Madras Merchant and Original Defendant and Cross Complainant.

On the Part and Behalf of the Original Defendant and Cross Complainant.

To all the Witnesses } 1st Do You know the Parties Complainants and Defendants named in the Title of these Interrogatories or either and which of them? How long have you to known them or either and which of them? Set forth the particulars at large according to the best of your knowledge remembrance and belief and the truth Declare.

To Narsinga Royer } 2d Do You know, have you heard or been informed of any Matter or thing in any wise relative to the Matters in question in these Causes between the Complainants and Defendants in the Title of these Interrogatories named? If yea, Did the Original Defendant and Cross Complainant Seobarow, at any and what time & times Borrow of one Kistnamah Naick any and what Sum or Sums of Money for any and what particular [illegible]

in what Station and Situation was the said Original Defendant and Cross Complainant at that time? And Did the said Original Defendant and Cross Complainant at any and what time, after such Loan, procure any and what Order or Security from any and what Person upon any and what Person or place for any and what Sum or Sums of Money and deliver the same to the said Kistnamah Naick, and were any and what Payment or payments made to the said Kistnamah Naick, and did the said Kistnamah Naick give any Receipt or Receipts for such Sum or Sums of Money so paid, and after such Payments was there any and what Ballance due from the said Original Defendant and Cross Complainant to the said Kistnamah Naick, and did the said Original Defendant and Cross Complainant take any and what measures for liquidating and Discharging such Ballance, and did the said Kistnamah Naick seem Satisfied with, and express his approbation of such mode of Settlement or not? Set forth the particulars at large according to the best of your knowledge remembrance and belief and the Truth Declare.

Encata Army. } 3d Do you know, have you heard or been informed of any Matter or thing in any wise relating to the Matters in Question in these Causes between the Complainants and Defendants in the Title of these Interrogatories named? If yea, was you at any and what time Gomastah to One Kistnamah Naick, and was you thereby acquainted with his Circumstances

and

and Instructions? If you Did the Original Defendant and Cross Complainant ever at any and what time or times Borrow any and what Sum or Sums of Money for any and what Particular Use or Purpose from the said Hutsumah Nauck and in what Manner was the said Original Defendant and Cross Complainant at the time of such Loan? And did the said Original Defendant and Cross Complainant ever at any and what time make or Cause to be made by any other and what Person or Persons any and what payment or Discharge of such Loan, and after such Payments so made was there any and what Balance Due or Owing of such Loan to the said Hutsumah Nauck? And did the said Hutsumah Nauck at any and what time or times make Demand of such Balance, and did the said Original Defendant and Cross Complainant by any and what means Liquidate and Adjust the whole of the said Balance to the entire Satisfaction of the said Hutsumah Nauck or not? If you did such final Settlement between the said Hutsumah Nauck and the said Original Defendant and Cross Complainant did the said Original Defendant and Cross Complainant ever make any Demand from the said Hutsumah Nauck of any Security that had been given in Consequence of the before mentioned? If yea, was such Requisition of the said Original Defendant and Cross Complainant Complied with or not, or did you ever at any and what time afterwards and how often hear or know of such Requisition being repeated by

or on behalf of the said Original Defendant and Cross Complainant? Setforth the particulars at large according to the best of Your Knowledge, Remembrance and Belief, and the truth Declare.

To Byty Bauty Ven-cajah

11th Do You know, have you heard or been informed of any Matter or thing in any wise relating to the Matters in question in these Causes between the Complainants and Defendants in the Title of these Interrogatories named? If yea was the Original Defendant and Cross Complainant ever and at what time Hamuldar of the Company's Jaghire, and did he, during such his Hamuldarship happy to you for the Loan of Money or any and what Account, and did you, in Consequence of such his application, advance and lend him any and what Sum or Sums of Money, and what Security did you obtain for the Repayment of such Loan? And was or was not the Said Original Defendant and Cross Complainant at any and what time removed from the said Hamuldarship, and did you, in Consequence of such his Removal, press him for the Repayment of the Money you has lent him, and did you see or know of any other and what Person or Persons who pressed him, the said Original Defendant and Cross Complainant, for the Repayment of their respective Debts, and did the said Original Defendant and Cross Complainant by and what means Settle, Liquidate or discharge your Debt, and the Debts of any other and what Person or Persons, and was or were the Person or

Persons

Persons with whom the said Original Defendant and Cross Complainant did so Settle, perfectly satisfied with and willing to acquiesce in such mode of accommodation? Set forth the Particulars at large according to the best of your knowledge Remembrance and Belief and the Truth Declare.

To Rajah Cunduthen and Baudoo Rayen

5th Do You know, have you heard or been informed of any Matter or thing in any wise relating to the Matter in Question in these Causes between the Complainants and Defendants in the Filling these Interrogatories Named? If yea you ever at any time what time Present and where, when the said Original Defendant and Cross Complainant applied to One Kistnamah Naick for the Loan of any and what Sum or Sums of Money? If yea did the said Kistnamah Naick on your Presence, advance and lend any and what Sum or Sums of Money to the said Original Defendant and Cross Complainant, and did the said Kistnamah Naick pass any and what Writing, and how many, and in what Language, and under the same to the said Original Defendant and Cross Complainant to be Executed? and did the said Kistnamah Naick either before or after the Execution of such Writings, explain in your Presence the purport and meaning thereof? If yea, what was the Tenor, purport and meaning thereof? was the said

Original Defendant and Cross Complainant at any and what time Removed from the Shanuldarship of the Company's Jaghire, and was he or was not, immediately after such Removal, much pressed by his Creditors for the Payment of his Debts? If yea, was or was not the said Kistnamah Naick one, who pressed the said Original Defendant and Cross Complainant for the Payment of his Money? If Yea, did the said Original Defendant and Cross Complainant by any and what means Settle the said Kistnamah Naick's Demand, and did the said Kistnamah Naick seem perfectly Satisfied therewith? and did the said Kistnamah Naick abide by the Security given by the said Original Defendant and Cross Complainant for the adjusting his Debt, or did the said Kistnamah Naick change the Name, by accepting any other and what Security upon any and what Person or Place in lieu thereof? And did the said Original Defendant and Cross Complainant at any and what time or times and how often, after such Settlement, Demand a Return of the Securities beforementioned from the said Kistnamah Naick, and did the said Kistnamah Naick Promise or Refuse to deliver the same? Set forth the Particulars at large according to the best of your Knowledge, Remembrance and Belief with the Reasons for such your Belief, and the Truth Declare.

To Baudo Royen

6th Do You Know, have you heard or been informed of any Matter or thing in any wise relating to the Matters in Question

in these Causes between the Complainants and Defendants in the Title of these Interrogatories Named? If Yea, was you, at any and what time and where present, when any, and what Person came to Veerasawmy the Hamaltar who Succeeded the said Original Defendant and Cross Complainant and made any and what Request in any and what Persons Name Relative to a Tank that was in the Name of Shibramah Saick, who was at that time dead? If Yea, Setforth the Particulars of such Conversation with the Conversation and Transactions that ensued in Consequence thereof according to the best of your Knowledge, Remembrance and Belief 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 Say any thing touching the Matters in Question in this Cause, that may tend to the Benefit and advantage of the Original Defendant and Cross Complainant in these Causes, besides what you have been Interrogated unto? If Yea, Declare the same fully and at large, as if you had been particularly Interrogated thereon.

Thomas Jones
Atty for Original Defendt & Cross Complt

Mayor's Court at Madraspatnam. Between Thomas Ogilvie of Fort Saint George Merchant Original Complainant and Cross Defendant and Sattagadah Soobarow of Madras Inhabitant Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Complainant.

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

Narsinga Rayen of Conjeveram but now at Madras Account Writer aged 25 years or thereabouts being produced as a Witness in this Cause, On the part of the Original Defendant and Cross Complainant was on the 16th Day of September 1782 Signified at the Office of Mr. Charles Bromley who is Attorney for the Original Complainant and Cross Defendant by Burnasing 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 not know the Original Complainant and Cross Defendant Thomas Ogilvie in this Cause and that he doth know the Original Defendant and Cross Complainant Sattagadah Soobarow in this Cause, and that he hath so known him Seven years or thereabouts and more saith not to this Interrogatory.

To the Second Interrogatory this Deponent saith, that he doth know of the Matter relating to the Matters in question in these Causes between the Complainant and Defendant in the Title of these Interrogatories named and this Deponent saith that the Original

Original Defendant and Cross Complainant did borrow of Kistnama Naick the Sum of two Thousand and odd Pagodas about four years ago for the Use of the Circar and this Deponent saith that the Original Defendant and Cross Complainant was at that time Amuldar of the Company's Gaghire, and this Deponent saith that a few Days after the Original Defendant and Cross Complainant had received said Loan he gave the said Kistnamah Naick a Tunkah on the Taghire for the Sum of One Thousand and two hundred Pagodas as part Security for the Loan and the said Original Defendant and Cross Complainant delivered the said Tunkah to Kistnamah Naick received the Sum of One Thousand One hundred and Ninety eight Pagodas as part Payment of said Tunkah and this Deponent saith that the said Kistnamah Naick gave four or five Different Receipts for said Sum according as he received the Money and this Deponent saith that after said Payments were made there remained a Balance of One Thousand One Hundred and one Pagodas excluding the Interest due to the said Kistnamah Naick from the Original Defendant and Cross Complainant and this Deponent saith that some time after the said Kistnamah Naick had received the abovementioned part payment the Original Defendant and Cross Complainant was Deprived of his Place of Amuldar by the Nabob and his different Creditors coming upon him for the Money due to them and the Original Defendant and Cross Complainant went to the Nabob

and informed him of the same and the Nabob told the Original Defendant and Cross Complainant to bring an Account of his Debts which the Original Defendant and Cross Complainant accordingly did and the Nabob gave Tunkas for the different amounts of the Original Defendant and Cross Complainants Debts on the Amuldar / One Venah Sawmy Iyangar / whom he had put in the Defendants place and among said Tunkas there was one in favor of Kistnamah Naick for the Balance of said Debt of which the said Kistnamah Naick accepted and was satisfied therewith and the Original Defendant and Cross Complainant asked the said Kistnamah Naick for his Bond and the said Kistnamah Naick said that the Bond was at Vellore and that he would send for it and deliver it to the Original Defendant and Cross Complainant and more saith not to this or the last Interrogatory.

Jos. DuPré Corcher
Exam.

(120)

Filed 21st January 1783.

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble bod
Your Orator Thomas Ogelvie of Fort Saint George Merchant
that on or about the Twelfth day of February in the year of Our
Lord One Thousand Seven hundred and Eighty two your Orator
did profer his Bill of Complaint in this Court against Sellagada
Subbaroy late of Madras Inhabitant but since Dead for to
come to Account and reckoning and to be Relieved touching the
Several Matters and things in the said Bill of Complained of
Your Orator further Sheweth that the said Salagadah Subbaroy
being duly Served with a Proces to appear and Answer the said
Bill he the said Salagadah Subbaroy did appear Accordingly
and on the Second Day of April in the said year One Thousand
Seven hundred and Eighty two did put in his Answer and
therein did deny the Fact as Charged by your Orator in the
said Bill of Complaint your Orator further Sheweth that on
the Twenty third day of the said Month of April the said
Salagadah Subbaroy did file his Cross Bill of Complaint
against your Orator Subbaroyforth the same Matter and Substance
was contained in his Original Answer To this Cross Bill of Complaint
and Original Answer your Orator Sheweth he was induced to Answer
and Reply and the said Salagadah Soobaroy to Rejoin in the Original
Suit and Reply in the Cross Suit and your Orator to Rejoin in the
said Cross Suit all of which now Remains as on Record in this

(121)

Honble Courts Relation being thereunto had may more fully and
at large appear Your Orator further Sheweth that before any
further Proceedings were had in the said Cause the said Salagadah
Subbaroy departed this life and having made his Will and
therein did appoint Raugestry Bayetipaity Vencayah, Agaram
Raugavacharloo and Narasingaroy of Madras Inhabitants to
be his Executors which said Will your Orator Sheweth they
the said Raugestry Bayetipaity Vencayah and Narasingaroy
have duly proved before the Kings Ordinary in this Honble
Court and obtained therefrom a Probate of such said Will
by Virtue whereof the said Raugestry Bayetipaity Vencayah and
Narasingaroy become Entitled to the Personal Estate and Effects
of the said Salagadah Soobaroy Deceased To the End therefore
that the said Procedings so abated may Stand Revived against
the said Raugestry Bayetipaity Vencayah and Narasingaroy
as Executors aforesaid and be in the same Plight State and
Condition as the same were in at the time of the abatement
thereof.

May it Please this Honble Court to grant
unto Your Orator a Summons to Revive under the Seal of
this Honble Court directed to the said Raugestry Bauetipaity
Vencayah and Narasingaroy as Executors aforesaid to be and
appear before this Honble Court at a certain time and place

to

to be Prefect and Approved by this Hon.ble Court and then and there to Answer the Premises and to Shew Cause if they can why the said Suit and Proceedings should not stand and be Revived against them and be on the same Plight and Condition as they were at the time of the Death of the said Salagadah Subbaroy and further to Stand to and abide by such Order and Decree in the Premises as this Hon.ble Court shall Seem Meet.

Chas.t Bromley

Att.y Compl.t & Cros Defend.t

Sclr 17.th February 1788

In the Hon.ble the Mayors Court

Between Thomas Ogilvie of Saint George Merchant Original Complainant and Cros Defendant and Rangetry Bazelpatty Vencayah and Narasingaroy Executors of Sallagadah Subbaroy Deceased of Madras Inhabitants Original Defendants and Cros Complainants.

The Affidavit of Thomas Jones One of the Sergeants of this Hon.ble Court.

The above named Deponent maketh Oath and Saith that he did on the 11.th Day of December and 12.th Day of the same Instant Personally Serve the above named Original Defendants and Cros Complainants with the Copies of an Extract Issuing out of this Hon.ble Court dated the 9.th day of December 1783 wherein and whereby it was Ordered and Directed "Ordered that these Causes do come on to be "Heard on Tuesday next and as there is no Attorney for "the Original Defendants and Cros Complainants It is "Ordered that the Attorney for the Original Complainant and Cros "Defendant do give Notice of Hearing of which Service Affidavit is to be "made a true Extract Signed James Taylor Reg.r"

Thomas Jones

Sworn to in Court
this 17.th February 1788

James Taylor
Reg.r

Mayors Court at Madraspatnam

Tuesday the 17th Day of Febry Anno Domini 1784

Present

John Menzies Esqure Mayor

James Call and Ernest William Fallowfield — Aldermen!

Between Thomas Ogilvie of Fort Saint George Merchant Original Complainant and Cross Defendant and Bayetspauly Venkayah and Nowroojeroy Executors of Sattagada Soobaroy Deceased of Madras Inhabitants Original Defendants and Cross Complainants —

This Cause coming on to be heard and Debated the Day on the Behalf of the Attornies on both sides on Reading the Complainants Bill with Copy of an Account Current annexed The Defendants Answer the Cross Bill with Copy of an Account Current annexed, The Replication, The Cross Answer, The Cross Replication, The Rejoinder the Cross Rejoinder, The Interrogatories and Depositions on the Part of the Original Complainant and Cross

Defendant with three Exhibits Annexed, The Interrogatories and Depositions on the Part of the Original Defendant and Cross Complainant, The Bill of Revivor of Thomas Ogilvie, On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Original Defendants do pay unto the Original Complainant out of the Estate and Effects of Sattagadah Soobaroy Deceased the full and just Sum of One Thousand One hundred and Ninety three Pagodas One fanam and fourteen Cash / Pags. 1193. 1. 14. / together with such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit. And its further Ordered and Decreed that the Cross Complainants Bill do Stand Dismissed with Costs —

Your

Filed 19th August 1783. —

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Tannapah Moodelliar of Madras Inhabitant by his Attorney Domingos Johnson of the same place Inhabitant That Vencata Soobyan also of Madras of the same place Inhabitant Stands Indebted unto your Orator in the full and just Sum of

of Five hundred and Ninety three Pagodas Twenty fanams
Sixty two Cash Current Money of Madras making in Sterling
Money of Great Britain at the Rate of Eight Shillings for any
Pagoda the Sum of Two hundred and thirty Seven Pounds
Eight Shillings as will more fully and at large appear by an
Account and Copy of an Agreement with Power of Attorney
thereunto annexed for the Inspection of this Hon'ble Court
which your Orator prays may be admitted as part of this his
Bill of Complaint the Original Agreement with Power of
Attorney being in your Orator's Attorneys Custody ready
to be produced for the Inspection of this Hon'ble Court if
required And your Orator further sheweth unto this Hon'ble
Court that he hath frequently and more than amicable request
requested Payment from the said Vencata Soobayen of the said
Sum of Five hundred and Ninety three Pagodas Twenty
fanams and Sixty Two Cash

But now so it is May it please this
Hon'ble Court the said Vencata Soobayen 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 Hon'ble Court
shall appear agreeable to Equity and Good Conscience To the
End therefore that the said Vencata Soobayen may upon
his Corporal Oath full true Direct

to all and Singular the Matters and things herein before
Set forth and Alledged as fully truly and Effectually to all
Intents and purposes as if the same were hereagain Repeated
and Particularly Interrogated and that he may be Decreed
to Pay unto your Orator the aforesaid Sum of Five
Hundred and Ninety three Pagodas Twenty fanams and
Sixty two Cash with all such Interest as now is or shall
hereafter become due thereon also all Costs of this Suit.

May it Please this Hon'ble Court to cause
the said Vencata Soobayen to be Summoned and Required
by the Sheriff of Fort Saint George Town of Madraspatnam
and the Districts thereof Personally to be and appear before
this Hon'ble Court at a certain time and place to be by this Hon'ble
Court prefixed and appointed then and there to answer this your
Orator's Bill of Complaint and further to stand to and abide by
such Order and Decree therein as to this Hon'ble Court shall
seem Meet.

James Johnson
Att'y to the Compl't

Dr

Vencata Soobyen in Account

1776 March

3d	To the Amount of Ramah Chentzyan's Bond of this date being Pags 650 due to me which you have undertook to pay in case of a failure by the said Ramah Chentzyan	650
	To Interest on Dr from the 3d March 1776 to the 3d March 1778 at 12 p Cent p Annum being the day the said Ramah Chentzyan was sued in the Mayors Court and who have since absconded	156
	Pagodas	806

Dr

1778 March

3d	To Ballance brought down as p Contra	361	38 22
	To Interest on Dr to this Day @ 12 p Cent p Annum	231	72 40
	Pagodas	593	20 62

Sent St George 3d

B B

Cr

with Sannapah Moodelly

1777 March	20th	By Cash Received in part	200	" "
		By Interest on Dr from 20th March 1777 to 3d March 1778 is 11 Mths & 13 Days @ 12 p Cent	22	33 58
	28	By Cash Received in part from Dr do	200	" "
		By Interest on Dr from 28 March 1777 to 3d March 1778 is 11 Months & 5 Days @ 12 p Cent p Annum	22	12 "
			445	3 58
1778 March	3d	By Ballance	361	38 22
		Pagodas	806	" "

Contra Cr

1783 July	3d	By Ballance Due	593	20 62
		Pagodas	593	20 62

July 1783

Sannapah Moodelly

The Mark X of

a True Copy

James Johnson

atty for Compt

To all People to whom these Presents shall come

Greeting Whereas Venkata Soobayan late of Madras Inhabitant on the Ballance of an Account Current bearing date the third Day of July in the Present year of Our Lord One Thousand Seven hundred and Eighty three stands Indebted to Sannapah Moodelly of the same place Merchant in the Sum of Five hundred and Ninety three Pagodas Twenty fanams and Sixty two Cash Current Money of Madras as in and by the said Account Current may appear Now know Ye that the said Sannapah Moodelly for a Valuable Consideration to him in hand paid by Domingos Johnson 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 Sannapah Moodelly hath assigned and set over and by these Presents doth assign and set over unto the said Domingos Johnson the said Bond and Account Current and the Money or Amount Principal and Interest thereupon due and owing and which may become due thereupon and all his right and Interest of in and to the same and every part thereof and the said Sannapah Moodelly for the Consideration aforesaid hath made constituted and appointed and by these Presents doth make constitute and appoint the said Domingos Johnson his Executors and Administrators his true and Lawful Attorney and Attornies irrevocable for him and in his Name and Names of his Executors and Administrators but for the sole and proper Use and Benefit of the said Domingos Johnson

Executors Administrators and Assigns to Ask require Demand and Receive of the said Venkata Soobayan his Heirs Executors and Administrators the Money due and to become due on the said Ballance of Account Current and on non Payment thereof he the said Domingos Johnson his Executors Administrators to Sue for and Recover the same and on payment thereof to Deliver up the said Bond and Account Current and give sufficient Releises and Discharges therefore and one or more Attorney or Attornies under him to constitute and Appoint and whatsoever the said Domingos Johnson or his Attorney or Attornies under him shall Lawfully do in the Premisses the said Sannapah Moodelly doth hereby allow and affirm and the said Sannapah Moodelly doth Covenant with the said Domingos Johnson that he the said Sannapah Moodelly hath not received nor will receive the said Money due on the said Bond and 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 Lawful Proceedings for the Recovery thereof he the said Sanapah Moodelly saving the said Domingos Johnson harmless of and from any Costs that may happen to him thereby In Witness whereof the said Sanapah Moodelly hath hereunto Set his hand and Seal in Madras aforesaid this Twelveth Day of July in the Year of Our Lord One Thousand Seven hundred and Eighty three

Signed Sealed & Delivered
where no Stampt Paper is to be had
in the Presence of

The Mark of G Sanapah Mdlly (L.S.)

a true Copy James Johnson
Atty. for the Compt.

Teste the 8th of March 1784

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator John Saunry of Madras Merchant that William
Hewish and James Buckley of the same place Inhabitants
Executors to the Last Will and Testament of Daniel Kelly Deced
Stand as Executors aforenamed Indebted unto your Orator in the full
and just Sum of Four hundred and Eighty three Pagodas Twenty
Six fanams and Twenty Cash Current Money of Madras Making
in Sterling Money of Great Britain after the rate of Eight
Shillings for every Pagoda the Sum of One hundred and Ninety three
Pounds and Nine Shillings or thereabouts being the Ballance of an
Account Current between your Orator and the said Daniel Kelly
in his Life time and which since his Decease have been Settled and
adjusted by and between your Orator and the said William Hewish
and James Buckley the Executors of the Estate and Effects of the
said Daniel Kelly and which said Account Current they the said
William Hewish and James Buckley as Executors aforesaid have
Set their Hands and the Ballance thereof is due to your Orator and
which they Promise to pay unto your Orator out of the Produce of
such part of the Estate and Effects of the said Daniel Kelly as
should come to their Hands which your Orator Sheweth have
come to their hands possession and knowledge to a very considerable
Amount And Whereas your Orator hath frequently and
in an amicable manner Requested payment from the said William
Hewish

Hewish and James Buckley as Executors aforesaid of the said Sum of Four Hundred and
Eighty three Pagodas Twenty Six fanams and Twenty Cash — But now so it is
and may it Please this Honble Court the said William Hewish and James Buckley
as Executors aforesaid 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 Genral Relief such as to this Honble Court shall appear agreable to
Equity and good Conscience To the End therefore that the said William Hewish
and James Buckley as Executors aforesaid may upon their and each of their Corporal
Oaths full 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 hereagain Repeated and particularly
Interrogated and that they may be Decreed to pay unto your the aforesaid Sum
of Four Hundred and Eighty three Pagodas Twenty Six fanams and Twenty
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 William Hewish and James Buckley 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 —

Fort St. George 8th March 1784

This Bill was Sworn to & Filed between the Days of Adjournments
& a Summons issue Returnable next Court Day —

Chas Bromley
Att'y Compt.

John Menzies Mayor

Mayors Court at Madraspatnam } { Tuesday the 9th Day of March
Anno Domini 1784

Present

John Menzies Esquire Mayor
William Webb and Robert Ewing
Aldermen

Between

Between John Journey of Madras Merchant Complainant and William Keswick and James Buckley Executors of Daniel Kelly Deceased of the same place Inhabitants Defendants

The Defendant being in Court by their Attorney Mr Stephen Popham 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 out of the Estate and Effects of Daniel Kelly Deceased the full and just Sum of Four hundred and eighty three Star Pagodas Twenty Six Fanams and Twenty Cash / Star Pags 483. 26. 20 / together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Cost of this Suit

Test

Fiat 10th October 1783

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Arudianum Paupiah Brammy of Madras Inhabitant that Cotterell Barrett of the same place Merchant stands Indebted unto your Orator in the full and just Sum of Six Hundred and Twenty eight 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 fifty one Pounds and four Shillings or thereabouts being the Amount Principal of a Mortgage Bond given and Granted unto Your by the said Cotterell Barrett bearing Date the fifteenth day of July in the Present year of Our Lord One Thousand Seven Hundred and Eighty the Copy of which is hereunto Annexed for

for the Inspection of this Honble Court which your Orator prays may be Admitted as part of this his Bill of Complaint the Original whereof is in your Orator's possession and ready to be produced when properly called for And Whereas your Orator hath frequently and in an Amicable manner Requested payment of the said Sum of Six hundred and Twenty Eight Pagodas from the said Cotterell Barrett

But now so it is May it Please this Honble Court the said Cotterell Barrett 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 To the End therefore that the said Cotterell Barrett 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 Interrogated Repeated and particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Six Hundred and Twenty Eight Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Cotterell Barrett to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed there and there to Answer this your Orator's Bill of Complaint and further

Further to Stand to and abide by such Order and Decree thereon as
to this Hon'ble Court Shall seem Meet

2d October 1783

This Bill was Shewn to Me
Between the days of Adjournment
& a Summons ysue returnable
next Court Day.

Wm Webb
Mayor

Wm Du Puy
M.C. Compt.

Know all Men by these Presents that I Cottrell Barrett
of Madras Merchant am held and firmly bound unto Avadanum
Paupiah Bramany of the same place Merchant in the Penal Sum of
One Thousand Two Hundred and fifty Six Pagodas Current Money
of Madras to the Payment whereof well and truly to be made unto the
said Avadanum Paupiah Bramany his heirs Executors Admini-
strators or Assigns I do hereby bind my heirs Executors and Adminis-
trators firmly by these Presents In Witness whereof I have hereunto
Set my Hand and Seal in Madras this Fifteenth Day of July
in the year of Our Lord One Thousand Seven hundred and Eighty
three.

Whereas the above bound Cottrell Barrett hath Borrowed and Received of
the above named Avadanum Paupiah Bramany the full and just Sum of
Six hundred and Twenty eight Pagodas Current Money of Madras to Run at
Interest at the Rate of Twelve per Cent per Annum payable in Thirty Days from
the Date hereof and for Securing the Payment thereof unto the said Avadanum

Paupah Bramany or his certain Attorney his heirs Executors Administrators or Assigns
he the said Cottrell Barrett hath granted Bargained Sold Assigned Transferred
and Set over and by these Presents doth grant Bargain Sell assign Transfer
and Set over unto the said Avadanum Paupiah Bramany his Heirs Executors
Administrators and Assigns a House and Ground containing in length from
East to West on the North side Eighty one feet and a Quarter and on the South side Seventy
eight feet and a half and in Breadth from North to South Forty feet which Premises
are Situate in Pedda Naicks Pettah in Ninapahi Street between the Houses of Pariah
Cesapah Mistry and Casavah Chitty Kistnarah Naicks Ground which House and
Ground was formerly the Property of Colanda Veraperumall pillah Sold by him to
A. F. Frank by him Sold to Me and all my right Title Interest Claim and
Demand whatsoever of in or to the said Premises and every part thereof to have and to
hold the said House and Ground and all and Singular the Premises with the appur-
tenances thereunto belonging unto the said Avadanum Paupiah Bramany his Heirs
Executors Administrators and Assigns from henceforth to him and their own Proper use
and behoof for ever.

Now the Condition of this Obligation is such that if the
above bound Cottrell Barrett his Heirs Executors or Administrators
shall and do well and truly Pay or Cause to be paid unto the
above named Avadanum Paupiah Bramany his Heirs Executors
Administrators and Assigns the full and just Sum of Six hundred
and Twenty eight Pagodas Current Money of Madras at or before the
Expiration of Thirty Days from the Date hereof together with all such
Interest as shall or may become due thereon as aforementioned
then this Obligation to be void and of no effect otherwise to be
and

and remain in full force and Virtue.

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

James Johnson
Notary Publick

Colbrell Barnett

A true Copy
Ls DuPuy
Regt Compt

Mayors Court at Madraspatnam

Tuesday the 9th Day of March
Anno Dominj 1784

Present
John Menzies Esquire Mayor
William Webb and Robert Ewing
Aldermen

Between Avadarum Caupiah
Brammy of Madras Inhabitant
and Colbrell Barnett of the same place Merchant
and Defendant

It Appearing by the Records of this Court that the usual
Rules have given 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 Defend.
and shall pay unto the Complainant the full and just Sum of Six
hundred and Twenty eight Star Pagodas / Star Pags 628. /
together with all such Interest as now is or shall hereafter become due
thereon until full payment is made as also all Costs of this Suit

By Ord

Filed 22d April 1783.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Avadarum Caupiah Brammy of Madras
Inhabitant by his Attorney Dorrungos Johnson of the same place
Inhabitant that Goorumoorty Iyah lately residing in Madras
aforesaid and Ahmed Meyah otherwise Meyah Hamed also lately of
Madras Merchant Standwell and truly Indebted unto Your
Orator in the full and just Sum of Ten Thousand three Rupees
making at the Rate of three Hundred and Seventy five Rupees per One
Hundred Pagodas the Sum of Two Thousand Six Hundred and
Sixty Six Pagodas Twenty eight fanams Current Money of
Madras which at the Rate of Eight Shillings for every Pagoda
Amounts unto One Thousand and Sixty Six Pounds fourteen
Shillings and three Pence Sterling Money of Great Britain or
thereabouts as will more fully and at large appear by Translation of a
Bond or Written Obligation duly Executed and Acknowledged by the
said Goorumoorty Iyah alias by Copy of a Security Bond Granted
or undertaking duly Signed and Executed by the said Ahmed
Meyah otherwise Meyah Hamed in Madras aforesaid and Copy
of a Certain Deed of Assignment and Power of Attorney thereunto
annexed for the Inspection of this Honble Court and which are
prayed by your Orator to be Received Admitted and taken as part
and parcels of this his Bill of Complaint the Originals being in
the possession of your Orators Attorney are ready to be produced
when

when Occasion – and your Orator by his said Attorney further Sheweth unto this Honble Court that Whereas some time in the Month of May which was in the year of our Lord One Thousand Seven Hundred and Eighty Two the said Goorumoorty Syah applied unto the said Avadanum Baupiah Brahmny for the use or loan of Ten Thousand Arcot Rupees upon Interest for four Months – Setting forth and pretending that he expected Signal Vessels with grain and other Articles of Merchandize from Ramnaud Coast and other places from the Southward of Fort Saint George but that he the said Goorumoorty Syah having some pressing Demands upon him from the non payment of which much Disgrace and trouble would arise – he the said Goorumoorty Syah entreated the said Avadanum Baupiah Brahmny to assist him with the said Sum of Ten Thou Arcot Rupees – Your Orator Avadanum Baupiah Brahmny by his said Attorney further Sheweth unto this Honble Court that he was under the foregoing circumstances prevailed upon to Advance and lend unto the said Goorumoorty Syah the said Sum of Ten Thousand Arcot Rupees but considering the Youth and great Risque or hazard which the Property of the said Goorumoorty Syah was subject to Especially the Remittances from the Southward by Sea from which Repayment of his Money was to be made a Bond was agreed to be entered into and given by the said Goorumoorty Syah in the

Nature of a Respondentia Bond with Interest proportioned to the Risque and hazard of the Property from which Payment was expected and assured – Your Orator Avadanum Baupiah Brahmny by his said Attorney further Sheweth unto this Honble Court that he did at the especial instance and Request of the said Goorumoorty Syah and under the fore stated Circumstances lend and Advance unto him the said Goorumoorty Syah the full Sum of Ten Thousand Arcot Rupees or Pagodas Two Thousand Six hundred and Sixty Six Twenty Eight fanams Current Money of Madras taking the said Interest Bond in Nature of a Respondentia Bond as aforesaid – your Orator by his said Attorney further Sheweth unto this Honble Court that soon after he had so advanced and lent his Money in manner as afore is stated he was advised to ask and require from the said Goorumoorty Syah some Security either by Joint Bond or Undertaking of some person of established Credit Resident in Madras – or otherwise as he was uneasy at the Risque which Vessels from the Southward were obliged to run to get into Madras Roads – when your Orator by his said Attorney further Sheweth unto this Honble Court that he the said Goorumoorty Syah proposed Ahomed Meyah otherwise Meyah Homed Merchant also then in Madras – as and for his Security – and with whom your Orator was well satisfied – Your Orator by his said Attorney further Sheweth unto this Honble Court that application was accordingly made unto the said Ahomed Meyah otherwise Meyah Homed who refusing, much

much upon his Established Credit and General Character told your Orator that as a Merchant and man of Substance he would not take into any Engagement to Answer for Responsibility or extraordinary Interest - that by this the said Thomas Meyah otherwise Meyah Hormis Security all Risque and Hazard would be Removed and Averted that if your Orator would Consent to have the Interest reduced to the Common Rate he the said Thomas Meyah otherwise Meyah Hormis would become Security and engage to see the said Ten Thousand Rupees so advanced and lent by your Orator unto the said Goorumoorty Iyah repaid with Interest at the Rate of Twelve per Cent per Annum Thereupon your Orator by his Attorney Humbly unto this Honble Court that he your Orator Avadanum Caspar Bramany delivered over unto and Deposited in the Hands of the Gomastah or Confidential Servant of the said Thomas Meyah otherwise Meyah Hormis the said Original Bond or Written Obligation entered into given and granted by the said Goorumoorty Iyah for the purpose and intent that a fresh Bond might be made out with Interest at the Rate of Twelve per Cent per Annum agreable to the Declared intention of all parties your Orator by his said Attorney further Sheweth unto this Honble Court that soon after he Received and from the said Gomastah of Thomas Meyah otherwise Meyah Hormis the said Bond or Obligation from Goorumoorty Iyah, which in the Presence of many Credible Witnesses was at the instance and Desire of the said Goorumoorthy Iyah altered to bear Interest at and after the rate of Twelve per Cent per Annum after which alteration was made

and done at the instance of and in the Presence of the said Goorumoorty Iyah - he the said Goorumoorty Iyah did deliver the said Bond or Written Obligation as and for his own Act and Deed thereby solemnly acknowledging in the Presence of many Credible Witnesses that he the said Goorumoorty Iyah then stood well and truly Indebted unto your Orator in the full and just Sum of Ten Thousand Arcot Rupees - which he the said Goorumoorty Iyah did in Madraspatnam undertake assure and Promise to Pay unto your Orator with Legal Interest within four Months to be computed from the Twenty first Day of May which was in the Year of Our Lord One Thousand Seven Hundred and Eighty two - Your Orator by his said Attorney further Sheweth unto this Honble Court that matters being thus arranged and Settled to the Satisfaction of the said Parties - the said Thomas Meyah otherwise Meyah Hormis did Guarrantee and assure the said Debt unto your Orator with Legal Interest to be paid unto him within the Declared Space or time of four Months - and he the said Thomas Meyah otherwise Meyah Hormis did accordingly Execute give and Grant a Certain Bond or Obligation under his hand and Seal in Madraspatnam aforesaid as true Translation of which is hereto annexed and before Referred to your Orator by his said Attorney further Sheweth unto this Honble Court that since the said Bond or Written Obligations became due he hath frequently used his best endeavours to Procure Payment of and from the said Goorumoorty Iyah - but your Orator by his said Attorney Sheweth that the said Goorumoorty Iyah have some time past been absent from Madras - and as he your Orator is informed and verily believes is gone

to

To Ramnaud a person out of the Jurisdiction of this Honble Court which departure from this Residency of the said Goorumoorty Iyah was well known unto the said Thomas Meyah otherwise Meyah Homes, and done by the Privity and Consent of the said Thomas Meyah otherwise Meyah Homes long after he has become Security to and assured your Orator of Payment in manner and form as before set forth your Orator by his said Attorney further Sheweth unto this Honble Court that having so advanced and lent his Money to the said Goorumoorty Iyah in his Distress and having been assured certain Payment by the said Thomas Meyah otherwise Meyah Homes he well hoped that the said Goorumoorty Iyah or the said Thomas Meyah otherwise Meyah Homes would have paid the same unto your Orator without Suit as in Conscience and Equity they ought to have done Payment of the said Sum of Ten Thousand Arcot Rupees or Two Thousand Six hundred and Sixty Six Pagodas Twenty eight fanams Current Money of Madras with Lawful Interest Having been frequently and in an amicable manner Requested of and from the said Goorumoorty Iyah and Thomas Meyah otherwise Meyah Homes

But now so it is and may it please this Honble Court that the said Goorumoorty Iyah and Thomas Meyah otherwise Meyah Homes obstinately and wilfully refuse to give your Orator any manner of Satisfaction touching or regarding the Premises but Combining and Confederating to and with divers other Persons as yet to your Orator unknown whose names when

Discovered your Orator by his said Attorney prays may be herein inserted, and that they be made parties hereunto with apt words to charge them how to injure and oppress your Orator and Deprive him of his just Demands all which actings and Doings of the said Goorumoorty Iyah and Thomas Meyah otherwise Meyah Homes are Contrary to Equity and good Conscience and tend to the manifest injury and oppression of your Orator, in tender Consideration whereof and for that Your Orator is remediless in the Premises without the assistance of this Honble Court before whom Matters of this nature are properly Cognizable and Relievable To the end therefore that the said Goorumoorty Iyah and Thomas Meyah otherwise Meyah Homes may respectively full true Direct and perfect Answer make upon their respective Corporal Oaths to all and Singular the Matters and things herein before set forth as fully truly perfectly and Effectually to all Intents and Purposes as if the same were hereagain repeated and they Particularly Interrogated thereunto and more especially that he the said Thomas Meyah otherwise Meyah Homes may set forth and Discover whether he was or was not fully and Clearly Convinced that the said Goorumoorty Iyah Borrowed and Received of and from your Orator the said Sum of Ten Thousand Arcot Rupees or Two Thousand Six Hundred and Sixty Six Pagodas Twenty Eight fanams Current Money of Madras or any other and what Sum on or before the Twenty first Day of May which was in the year of Our Lord One Thousand Seven hundred and Eighty two and whether the said

Goorumoorty Iyah did not depart from the Jurisdiction of this Hon^ble Court before the time of Payment and whether such Departure was well known unto and by the Permission of him the said Ahmed Meyah otherwise Meyah Hamed - and that at such time of the Departure of said Goorumoorty Iyah whether any Money had been paid unto the Orator either as part for Satisfaction of the whole or any part of the said and whether the said Ahmed Meyah otherwise Meyah Hamed has not received any part what Security in part or for the whole the time or before or since he became Guarantee or Security for the Payment of the said Principal Sum of Ten Thousand Arcot Rupees with legal Interest unto your Orator - and whether your Orator or was not prayed and perswaded by the said Ahmed Meyah otherwise Meyah Hamed to reduce or give up the Original agreed upon Interest and accept his Security with common Interest and upon such Reducing the Interest he the said Ahmed Meyah otherwise Meyah Hamed did or did not faithfully and solemnly engage Promise and Undertake to pay unto your Orator the Half his Principal Money and Interest thereupon at a Day by past and whether he the said Ahmed Meyah otherwise Meyah Hamed or any one for him have ever paid or caused to be paid unto your Orator or any one for his use the said Principal Sum of Ten Thousand Rupees with legal Interest or any and what part thereof and your by his said Attorney prays that the said Goorumoorty Iyah and Ahmed Meyah otherwise Meyah Hamed may by a Decree of this Hon^ble Court be compelled to pay the said Sum of Ten Thousand Arcot Rupees

or Two thousand Six hundred and Sixty Six Pagodas Twenty eight fanams Current Money of Madras unto your Orator's Attorney - together with all Interest that is now due or which may hereafter grow due or arise thereupon with all Costs of this Suit - and that Your Orator may have such further and other Relief in the Premises as the Nature of his Case shall require and as to this Hon^ble Court shall seem Meet -

May it Please this Hon^ble Court to Cause the said Goorumoorty Iyha and Ahmed Meyah otherwise Meyah Hamed to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court prefixed and appointed then and there to answer this your 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 -

Edward Ellis

James Johnson

Attorneys for the Compl^t

Translation of a Bond or Obligation dated the 11th of May year called Soobakerodunama Sumpachur Answering to Anno Domini the 21st of May 1782

I Goorumoorty Iyah Dewan or Manager of Maharaja Raj Moda Ramabrya Iyya Rageonauda Sabapaty Mahavary of Ramanadapooram do give this Bond to Auvadanum Paupiah of Madras, that is to say.

On my Urgent Occasion I have Borrowed and Received of the Sum of 10000 Ten Thousand Rupees which Sum I promise to pay you on the Expiration of four Months with such Interest as may become due thereon at the rate of 12 p Cent. Thus I do give this Bond by my Consent Witness Ravoo Achaya and Canacapully Mooduckistnama by their Knowledge Drawn by Sarangapilly Vencataravoo.

Witnesses Signed
Ravoo Achya
Canacapully Mooduckistnama

Signed & Sealed
Goorumoorty Iyah

A true Translation as near as can be from the Tentoo Language by

Soobarayarre
Interpt

a true copy
Edward Ellis

James Johnson
Attornies for the Complainant

Translation of an Agreement dated the 11th of May year called Soobakerodunama Sumbachur Answering to Anno Domini the 21st of May 1782.

I Ahomed Miyah Son of Mahomed Mohra Miyah of Porto Nova do give this Agreement to Avadanum Paupiah of Madras, that is to say.

One Goorumoorty Iyah Dewan or Manager of Sabapaty of Raumanadapooram grant to you an Interest Bond for Ten Thousand Rupees and Received of you for four Months Credit, if he do not Discharge the said Sum in four Months then I promise to pay you the Amount of this Bond with Interest on the said Specified time either I'll pay in Madras or go to Raumanadapooram. Thus I do give this Agreement by my Consent Witness Ravoo Achya and Canacapully Mooduckistnama by their knowledge Drawn by Sarvapally Vencataravoo.

Witnesses Signed
Ravoo Achya
Canapully Mudookistnama

Signed and Sealed
Miyah Hamad

A true Translation as near as can be from the Tentoo Language by

Soobarayan
Interpt

a true copy
Edward Ellis

James Johnson
Attornies for the Complainant

To all People to Whom these Presents shall come Greeting

Whereas Gorrumoorty Iyah late residing at Madras made & Executed a certain Bond or Obligation bearing date the Twenty first Day of May which was in the year of Our Lord One Thousand Seven hundred and Eighty two Stands Indebted unto Avadanum Paupiah Brahmany Madras Inhabitant in the Sum of Ten Thousand Rupees making at the Rate of three Hundred and Seventy five Rupees per one hundred Pagodas the Sum of Two Thousand Six hundred and Sixty six Pagodas and Twenty eight fanams Current Money of Madras as in and by the Translate of the said Bond or Obligation may appear And Whereas Ahamed Meyah Son of Mahomed Meyah late of Madras aforesaid Deceased in his Life time and at the time of his Death was Indebted unto the said Gorrumoorty Iyah in the Sum of Five Thousand Rupees as by one certain Bond or Obligation bearing date the Twenty first Day of May One Thousand Seven hundred and Eighty two under hand and Seal duly Executed by the said Ahamed Meyah may appear And Whereas the said Gorrumoorty Iyah hath by Writing under his hand bearing even date herewith assigned over unto the said Avadanum Paupiah Brahmany the aforementioned Bond for the Sum of Five Thousand Rupees and all Interest due thereon and all his Right Title and Interest to the same and every part thereof with full Power to Demand Sue for Recover and Receive the same and on Payment thereof to Deliver up the said Bond and Security and give sufficient Releases and Discharges for the same as by the Translate of the said last mentioned Bond or Writing may appear Now Know ye that the said Avadanum Paupiah Brahmany for a Valuable Consideration to him in hand paid by Domingo Johnson 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 Avadanum Paupiah Brahmany hath assigned and Set over and by these Presents doth assign and Set over unto the said Domingo Johnson the said Bond or Obligation and

Security Bond and the Money or Amount Principal and Interest thereupon due and owing and which may become due thereupon and all his Right and Interest of in and to the same and every part thereof and the said Avadanum Paupiah Brahmany for the Condition aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Domingo Johnson his Executors and Administrators his true and Lawful Attorney and Attorneys Irrevocable for him and in his Name and Names of his Executors and Administrators but for the Sole and proper Use and benefit of the said Domingo Johnson his Executors Administrators and Assigns to ask require Demand and Receive of the said Gorrumoorty Iyah and Ahamed Meyah their Heirs Executors and Administrators the Money due and to become due on said Bond or Obligation and on non Payment thereof he the said Domingo Johnson his Heirs Executors and Administrators to sue for and Recover the same and on payment thereof to Deliver up the said Bond or Obligation and Security Bond and give sufficient Releases and Discharges therefore and one or more Attorney or Attorneys under him to Constitute and what soever the said Domingo Johnson or his Attorney or Attorneys under him shall Lawfully do in the Premises the said Avadanum Paupiah Brahmany doth hereby allow and affirm and the said Avadanum Paupiah Brahmany doth Covenant with the said Domingo Johnson that he the said Avadanum Paupiah Brahmany hath not Received nor will receive the Money due or to

to become due on the said Bond or Obligation 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 the recovery thereof he the said Domingos Johnson saving the said Avadanum Caupiah Bramany harmless of and from any Cost that may happen to him thereby In Witness whereof the said Avadanum Caupiah Bramany hath hereunto set his hand and Seal in Madras aforesaid this Seventh day of March in the year of Lord One Thousand Seven hundred and Eighty three.—

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

Signed & Sealed by Avadanum Caupiah Bra[illegible]

[illegible]

a true Copy

Edward Ellis

James Johnston

attorney for the Complt

Mayors Court at Madraspatnam } { Tuesday the 9th Day of March Anno Domini 1784.—

Present

John Menzies Esquire Mayor

William Webb and Robert Ewing

Aldermen

Between Avadanum Caupiah Bramany by his Attorney Domingos Johnson of Madras Inhabitant Complainant and Goorumoorty Iyah Cattily residing in Madras and Aboodu Meyah residing in Madras and Aboodu Meyah Komud also Cattily of Nungumbaukum Meyah Komud also Cattily of Madras Merchant Defendants.—

It Appearing by the Records of this Court that the Spaces of Six Months / the time Limitted by his Majestys Charter / is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendants have not made any appearance in Court to Answer the Complainants Bill. This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendants shall pay unto the Complainant the full and just Sum of Two Thousand six hundred and Sixty six Pagodas & Twenty eight fanams / Pags. 2666. 28. / 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.—

Per

Filed 5th July 1781

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator George Brown a Lieutenant Colonel in the Service of
United Company of Merchants of England trading to the East Indies
By his Attorney Alexander Brodie of Madras Merchant Sheweth
that sometime on or about the Month of June which was in the
Year of our Lord One Thousand Seven Hundred and Seventy
Your Orator did enter into a certain Agreement with Annandapillah
of Madras Merchant for the Carrying on a Trade in Partnership
to the Northward of Madras And your Orator Sheweth that in
order thereto he did Advance and pay unto the said Annandapillah
the Sum of Two Thousand Pagodas to Run at Interest at or
after the Rate of twelve per Cent per Annum for and during the
Space or Term of ten Months And your Orator Sheweth that the
Conditions of the said Trade and Partnership were as follows, To Wit
the said Two Thousand Pagodas was to be Employed in part of the
Ship in Trade to the Northward of Madras And that the said Annanda-
pillah was to share and bear one quarter part of all gains Losses
Risks and Loses which might arise in the said Trade as may more
particularly and at large appear by a Copy of a Bond or Obligation
under the Plants Seal of the said Annandapillah Dated at
Madras aforesaid on the Thirteenth Day of June in the
Year of our Lord One Thousand Seven Hundred and Seventy

and by an Endorsement on the back of the said Bond also dated on the
thirteenth day of June in the said year of our Lord both 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 Original
whereof being in your Orators possession and ready to be produced when
required And your Orator Sheweth that having as aforesaid advanced
and paid the said Sum of Two Thousand Pagodas unto the said
Annandapilla in full Confidence and Reliance in the fidelity and
Honesty of him the said Annandapillah that he would employ the
said Sum of Money in trade to the Northward and that your
Orator would thereby have Received not only the Principal Sum
by him Advanced but great profit and gains which he was made to
believe he would by the Assurances of the said Annandapillah make and
get therefrom before or at least by the time of expiration of the said
Bond or Obligation To Wit in ten Months from the Date thereof
But your Orator Sheweth that the said Annandapillah hath never
given him any Account how or in what manner he had employed the
said Sum of two Thousand Pagodas or whether he had ever Employed
the same in the purposes aforesaid or whether he had ever employed
the same at all And your Orator Sheweth that he hath frequently
and in an Amicable manner Requested of the said Annandapillah
to pay him the aforesaid Sum of Two Thousand Pagodas together
with the Interest due thereon or to give him your Orator some
Account how and in what manner the same has been Employed
by him and what is become of your Orators said property

But

But now so it is. May it Please this Honble Court the said Annandapillah not only refuses to pay Him your Orator the said Sum of Two Thousand Pagodas together with any Profit which have or might have accrued thereon, but further hath refused your Orator any Account whatsoever of the Disposal Laying out or Expenditure of the said Sum of Two Thousand Pagodas or any part thereof, altho it appears by the Letter and Condition of the said Bond that the same was made payable in Ten Months from the Date thereof And your Orator Sheweth that under Colour of Frivolous and evasive Pretences the said Annandapillah hath as much as in him lies how to Defraud your Orator of the said Sum of Two Thousand Pagodas and the Interest thereon, pretends that the said Sum was paid for the Purposes of being Employed in Trade for the joint Account of him as also of your Orator altho at times the said Annandapillah doth not Shew or give your Orator any Satisfaction as to the manner how or the place where the Money has been Employed altho' your Orator Charges notwithstanding it was intended that the said Money should be so employed in Trade, yet nevertheless it appears that the said Sum should be Employed is expressly limitted to the Term of Ten Months at or before which time a Return and Account of the manner the same was so employed should have been made and given to your Orator.

Therefore your Orator doth expressly charge that so large time having elapsed beyond the limit of the

that the said Annandapillah is and ought to be bound to pay unto your Orator the aforesaid Sum of Two Thousand Pagodas together with Interest thereon.

To the End therefore that the said Annandapillah may upon his Corporal Oath full true Direct and perfect Answer make to all the Matters herein before Setforth and Alledged and particularly that the said Annandapilla may Declare whether it was or was not the Intention purport and meaning of the said Parties that the said Sum was to be outstanding and employed for and during the Space of Ten Months or how long? and if he should Declare that it was to be outstanding and Employed for a longer time than ten Months? why and for what Reason the Condition of the aforesaid Bond expressed and made the said Sum payable in Ten Months? and that he may declare whether he ever did or did not give any what Account of the Proceeds of the said Sum of Two Thousand Pagodas or any part thereof? or how and in what manner the same had been laid out invested and Expended? And whether your Orator hath or hath not frequently Demanded an Account of what had become of his said Money? and if he did or did not frequently Demand Payment thereof And whether the said Annandapillah at such time or times of Requisition and Demand did ever give or pretend he would give any and what account thereof? And further that the said Annandapilla may Setforth and Declare what is become of his said Money and where and how and with what Person or Persons and at what place or places? where and with whom he particularly Employed the same?

and

and upon what Vessell or Vessells particularly by Name and what
Goods Wares and Merchandize such Vessell or Vessells were parti-
taken and where the same were so taken and by whom and
what place and in what year and Month and day of the
and from what place or places such Vessell or Vessells did so
-larly Sail And who were the Commanders of the said Vessell
Vessells and each and every of them by Name And what is
of such Vessell or Vessells he may be prelim such Goods Wa
Merchandize were taken and lastly that the said Annandy
may be Decreed to Pay unto your Orator the aforesaid Sum of
Thousand Pagodas together with such Interest as now is d
shall hereafter become due thereon and also that he may
all Costs of this Suit by reason that he the said Annandy
hath not within the Ten Months Constituted for the Pay
of the said Bond or at any time since given any acco
what is become of the said Sum of Two Thousand Pagod
advanced and paid for the aforesaid purpose.

May it Please this Honble Court to Grant
said Annandapillah to be Summoned and Required by the
of Fortsaint George Town of Madraspatnam and the District
Personally to be and appear before this Honble Court at a certain
and place to be by this Honble Court prefixed and appointed then and
there to Answer the your Orators Bill of Complaint and further to stand
to and abide by such Orders and Decree therein as to this Honble Court
shall seem Meet

5th July 1723. This Bill was Sworn to me Between the days of
Adjournment Let a Summons issue thereon
returnable next Court Day.

H. Raby

B. Roebuck

Know all Men by these Presents that I Annandapilla am
held and firmly bound unto Major George Brown in the Penal Sum of
Four Thousand Pagodas to the Payment whereof well and truly to be
made to the said Major George Brown his Heirs Executors Administ-
-rators 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 thirteenth
Day of June in the year One Thousand Seven hundred and Seventy
Six.

Whereas the above bound Annandapilla hath Borrowed and received of the above
Named Major George Brown the full and just Sum of Two Thousand Pagodas to Run
at Interest at the Rate of twelve per Cent per Annum.

Now the Condition of this Obligation is such that if the above bound
Annandapillah his Heirs Executors Administrators or Assigns shall
well and truly pay or cause to be paid unto the said Major George
Brown his Heirs Executors Administrators or Assigns the full and
just Sum of Two Thousand Pagodas in ten Months together with
such Interest as shall or may become due thereupon, then this
Obligation to be void and of no effect, Otherwise to Continue in full
force and Virtue.

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

Annandapilla

True Copy H. Duboy
Assistant

The said two Thousand Pagodas to be one joint Partnership or Trade
to the Northward, between Major George Brown & Annandapilla at
gains Charges Risque & Loss that may arise in the said Trade, to be
Reckoned

(160)

Richard one quarter part for account Annandapilla Pattel Esq

St George this 13th June 1776

Witness

Annandapilla

his mark

Pr Du Roy

att Sollt

Filed 6th May 1782

To the Honble the Mayor

Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon

Court Your Orator Archibald Brown Captain in the Service of

United Company of Merchants of England Trading to the East

Resident at Madras Executor named in the Last Will and Testa

George Brown a Lieutenant Colonel in the said Service in his Life

Deceased, That the said Deceased did Exhibit a Bill of Complt

in this Honble Court in his Life time some time on or about the

Day of July which was in the Year of our Lord One Thousd

Hundred and Eighty One and did therein among other things

that some time on or about the year of our Lord One Thousand

Hundred and Seventy Six he entered into Certain Agreement

Annandapillah of Madras Merchant the Defendant abo

for the Leasing on a Trade in Partnership to the Northward of

Madras and that in order thereto he advanced and Paid unto the

said Defendant the Sum of Two Thousand Star Pagodas to Ha

at Interest at the Rate of Twelve per Cent per Annum for and during

some term of Six Months And your Orator Humbly

(80) (161)

the Terms and Conditions of the said Trade and Partnership are in the said Bill particularly setforth, and further that the said Defendant had not given him any Account how and in what manner he had Employed the said Sum of Two Thousand Pagodas or whether he had ever Employed the same on the purposes aforesaid or whether he had ever employed the same at all and the said Bill also setforth that the Deceased had frequently and in an amicable manner Requested of the said Defendant to Pay him the aforesaid Sum of Two Thousand Pagodas together with the Interest Due thereon or to give him some Account how and in what manner the same had been employed by him and what had became of the said Deceased Property But that the said Defendant had refused to Pay the said Sum of Two Thousand Pagodas together with the Profit which had or might have Accrued thereon, or to give him any Satisfaction touching the Premises relating which Matters and things the Deceased did in his said Bill pray a discovery and did pray lastly that the said Defendant might be Decreed to Pay the said Sum of Two Thousand Pagodas together with the Interest that then was or which might thereafter become due thereon and also that he might pay all Costs of Suit by reason that he the said Defendant had not within the Ten Months Conditioned for the Payment of the said Bond or any time since given any Account of what had become of the said Sum of Two Thousand Pagodas advanced and paid for the purposes in the said Bill expressed And the said Deceased did therefore pray that the said Defendant might be Summoned &c.

And

And Your Orator Sheweth that the said Defendant did accordingly appear before this Hon^ble Court and Putts his Plea for the Defendant Answer But before any further or other Proceedings could be had in the above Cause the said George Brown the then Complainant departed this Life whereby Your Orator Sheweth that the said Suit is become and is abated and your Orator further Sheweth that the said George Brown at the time of his Death duly appointed and Declared his last Will and Testament wherein your Orator sole Executor thereof And your Orator Sheweth that he did accordingly take upon himself the Burthen of the said proving and procuring Probate thereof from this Hon^ble Court and your Orator is thereby become entitled to have the Defendant Proceedings Issued against the said Defendant Annandapilla have the same Right Title and Relief against him as the said should or might have had against the said Defendant if the said Defendant can Shewing Cause to the Contrary the Defendant ought to give your Orator Satisfaction according to the prayer of the said Bill and Declared on the aforesaid Bill.

To the End therefore that the said Defendant may be Compelled to do and that the said Suit and proceedings may stand revived and be on the same Right and condition as they were at the time of the Death of the said George Brown or that the said Annandapilla may Shew Cause to the Contrary

May it Please this Hon^ble Court to grant unto Your Orator a Summons to Revive the said Suit and

Annandapilla thereby Commanding him on a certain Day therein to be limitted personally to be and appear before this Hon^ble Court then and there to Shew Cause why the said Suit should not be Revived and further to Stand to and abide by such Order and Direction and Decree as to this Hon^ble Court Shall Seem Meet.

M^y Du Pui
Atty Compl^t

Mayor's Court at Madraspatnam } Tuesday the 16^th Day of March Anno Domini 1756

Present

John Menzies Esquire Mayor

James Call and William Michell

Aldermen

Between Archibald Brown Captain in the Hon^ble Companys Service Sole Executor of Lieutenant Colonel George Brown Deceased Complainant and Annandapilla of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the

the Usual Rules have Time for the Defendant to Answer the Complts
Bill which he has neglected doing. This Court doth therefore
fit to Order and Decree and doth accordingly Order and Decree the
Defendant shall pay unto the Complainant the full and just Sum
Two Thousand Pagodas / Cash 2000 : : / together with all such
Interest as now is or shall hereafter become due thereon until full Pay
is made also all Costs of this Suit

By Cur

Fort St. Geo. 11th June 1779

To the Honble the
Court at Madraspatn

Humbly Complaining Shew unto this Hon
Court your Orators John De Fries John Kaye and Wm
Ewing of Fort St. George Merchants Agents or Attorns for
pounded to Transact Collect in and Settle the affairs and Co
the Society of Madras Insurers that George Smith of the
Merchant Stands Indebted unto the said Society in the full
just Sum of Two Thousand three hundred and fifteen Pagodas
fanams and thirty Cash Current Money of Madras making in
Money of Great Britain at the Rate of Eight Shillings for
Pagoda the Sum of Nine hundred and Twenty Six Pounds and
Shillings or thereabouts as will more fully and at large appear by
account Current hereunto Annexed for the Inspection of this Hon
Court and which your Orators pray may be deemed as part of this
Bill of Complaint and your

Court that they have in the Capacity before mentiond frequently and in
an Amicable manner Requested from the said George Smith of the said
Sum of Two Thousand three Hundred and fifteen Pagodas Nine fanams
and thirty Cash But now so it is may it Please this Honble Court
the said George Smith obstinately and wilfully Refuses to Pay the same
or to give your Orators for and on Account of the said Society any manner
of Satisfaction touching the Premises your Orators therefore pray a
Genral Relief such as to this Honble Court shall appear agreable to
Equity and Good Conscience To the End therefore that the said George
Smith may upon his Corporal Oath full true Direct and perfect
answer make to all and Singular the Matters and things hereinbefore
Setforth and Alledged as fully truly and Effectually to all Intents and
Purposes as if the same were hereagain Repeated and particularly
Interrogated and that he may be Decreed to Pay unto your Orators
for and on Account of the said Society of Madras Insurers the aforesaid
Sum of Two Thousand three hundred and fifteen Pagodas Nine fanams
and Thirty 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
George Smith to be Summoned and Required by the Sheriff of Fort St. George
Court 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 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 thereon as to this Honble Court shall seem Meet

Jno Sykes
Atty Compt

Dr. George Smith Esqr. in Account Current with

1776
Septemr 18th To Premium on Bagl 20000 Insd on the Snow
Vizagapatam from Vizagapatam to Canton
at 3 p Cent
To Interest on Dr. to the 30th Nov. 1778 being
2 Y 16 at 9 p Cent p Annum
Novemr 6th To Prem on Bagl 18000 Insd on the La Marie
Joseph from Cossimbuzar to Canton at 4 p Cent
Interest on Dr. to the 30th Novr 78 being 1 Y 25
at 9 p Cent p Annum
1777
Janry 2d To Prem on Bagl 63000 Insd on Ships and Ships
from Canton to Madras at 3 p Cent
Interest on Dr. to 30th Novr 78 being 1 Y 10
at 9 p Cent p Annum
3d To Prem on Pagodas 15000 Insd on the Snow
from Canton to Madras at 3 p Cent
9 p Cent
15th To Prem on Pagodas 15000 Insd on Ships or
Ships from Manila to Macao @ 3 p Cent
To Dr. on Bagl 30000 Insd on the Snow Elizabeth from
Vizagapatam to Canton @ 6 p Cent
Interest on Dr. to 30th Nov 1778 being 2 Y 15
at 9 p Cent p Annum
1778
April 29th To Prem on Bagl 10000 Insd on the Snow Lady
from Vizagapatam to Macao at 3 p Cent
Interest on Dr. to 30th Nov 1778 being 1 Y 7

Pagodas

Errors Excepted
Geo. Smith

Cr. Society of Madras Insurers

1778
Febry 11th By Cash Received from Mr. Alex. Cuthbert on account
of Mr. George Smith 2000. " "
Interest on Dr. to the 30th Nov. 1778 being 9 mos 11 D. @ 9
p Cent p Annum 163. " 2163. " "
June 1st By the Amount of Return of Prem. on Pagodas 16060
over Insd on Ship or Ships from Manila to
Canton @ 3 p Cent 481.33.10
Interest on Dr. to the 30th Nov. being 5 M. 29 D. @ 9
p Cent p Annum 21.23.30. 503. 12. 70.
2666. 12. 70.
Nov. 30th By Balance due by Mr. Smith 2315. 9. 30.

Pagodas 4961. 21. 20.

George 1st Decemr 1778 Errors Excepted
p John d'Aries
John Balfour
Robt Ewing
Agents or attorneys of the Society of Madras Insurers

Filed 19th October 1779

The Answer of George Lamb
Portland George Merchant [illegible]
to the Bill of Complaint of John
John Bazett and Robert Cuppage
the surviving Partners Merchants and
& Attorneys for Carpenter & Co
in and Settle the affairs and [illegible]
of the Society of Merchants
Complainants

This Defendant now and at all times hereafter
and Reserving to himself all and all manner of benefit and
of Exception to the many Incertainties Insufficiencies and [illegible]
in the said Complainants Bill of Complaint contained for
thereunto or unto so much thereof as this Defendant is advised
ways Material for him to make Answer unto he this Defendant
and Saith that he Denies being Indebted to the said Complainants
the Sum of Two Thousand three hundred and Fifteen Pagodas
fanams and thirty Cash as is unjustly Set forth and Stated by
in their said Bill of Complaint and in the Account thereto
annexed but this Defendant admits to stand Indebted unto the
Complainants in the Sum of Seven hundred and Forty Eight Pagodas
forty fanams and Thirty Cash only as will fully and at large
appear by an account Current hereunto annexed for the Inspection
of this Honble Court to which this Defendant most humbly refers
and prays that the same may be Admitted as part of this his Answer
and which said Sum of Seven hundred and Forty Eight Pagodas
forty fanams and thirty Cash this [illegible]

now ready to Discharge or pay unto the said Complainants and
this Defendant further Saith that he has Sustained great Loss and
Damages in the Goods and Merchandize under the Policy of Assurance
Effected by him with the said Assurance Company on the Fifteenth
Day of September which was in the year of our Lord One Thousand
Seven hundred and Seventy Six Amounting to the Sum of One
Thousand five hundred and Sixty Six Pagodas and Eleven fanams as
will fully and at large appear by a Reference to the said account
Current hereunto annexed – And this Defendant further saith that
notwithstanding he has Sustained the said Loss and Damage on his
said Goods and Merchandize yet the said Complainants have absolutely
refused to allow him this Defendant his said Loss and Damage which
they in Equity and Justice ought to have allowed by giving him Credit
for the same in their Account Current with this Defendant – and
this Defendant saith that he was always ready and willing to prove
to the said Complainants the said Loss and Damage he has
Sustained and will in due time prove the same to the Satisfaction
of this Honble Court and hopes also to Prove that according to Law
and to the General Customs between Merchants and Insurers he
ought under all Circumstances of this Case to be allowed the said Sum
of One Thousand five hundred and Sixty Six Pagodas and Eleven
fanams –

All which Matters and things this Defendant is
ready and willing to aver Maintain and prove as this Honble Court
shall Direct and is also ready and willing to Pay unto the said
Complainants

Compleament the sum Sum of Seven Hundred and forty Eight
Pounds forty Seven and Half Cash whereof the Defend
most humbly prays to be Gran Dismiss with his Costs
Cost and Charges in the behalf most Wrongfully Sustain

Sworn to this 11th October 1779

Before me

George Smith

George Proctor
Mayor

Rophan
Atty for the Defd

Dr. { Messrs. John De Iries John Balfour
Madras Insurers in Acct

1778
June 1 To my Drawn the Society for Damage Sustained on the Loss by Suppostion Capt. Rudd under your Orders of the 25th Inst. per my Letter of this date to their Secretary Mr Charles Brooke as per note following Viz.

Disbursements as p. Mr Samuel Johnsons Account paid by me & Returned to your Secretary £ 340.18.

Damage on 40 ps Longs p. Rudd N° 102
31 Longs N° 3 } 41 3/4

40 ps Longs N° 102 Cost at 45/ £ 90 0 0
31 Longs N° 3 " " 50/ 77 10 0
£ 167 10 0
Deduct 1/3 for Wear & Tear 55 16 8
£ 111 13 4
Estimate at half the first Cost which is more than the Cash we sold it for being 55 16 8
£ 167 10 0

The Proportion of the Loss & Damage paid by the Insurers being the Sum being £ 36.15.6 on the Sum Insured £ 1500 @ 4 p Cent

Dec. 5 To Interest & the £ 7 : 6 : 8 for 7 Months @ 9 p Cent p Annum

Pagodas 7.11.30.

To Ballance Carried to New Account 7.11.30.

Pagodas 15.15.0

Port Saint

Cr.

& Robt Ewing Agents or Attorneys for the Society of } with George Smith

1778
Dec. 1 By Ballance due by Me to Messrs De Iries, Balfour & Ewing as Agents or Attorneys for the Society of Madras Insurers as p their own Account Current of this Date . . . . . 2315. 9. 30.

Pagodas 2315. 9. 30.

George Fort December 1778
Errors Excepted p George Smith
A True Copy
Popham

Fides 13th December 1779

The Amended Replication
of John De Fries John Boyce
and Robert Cawey of Fort St George
Merchants Complainants to the
Answer of George Smith of the same
place Merchant Defendant

These Replicants now and at all times hereafter
saving and reserving unto themselves all and all manner of benefit
and Advantage of Exception to the many Errors Insufficiencies and Imperfections in the said Answer contained
for Replication thereunto say that their Bill of Complaint is true
the said Defendant for and on Account and behalf of the Society
of Madras Insurers and all and Singular the Matters and
things therein contained are good true Certain and sufficient
in the Law to be Answered unto in such manner and form as
the same are therein and thereby set forth and alledged and
the said Answer is very Untrue Evasive and Insufficient in
the Law. And for further Replication to the said Answer these
Replicants say that they do still humbly Insist that the Defend-
ant is justly and truly Indebted unto them the Replicants in
the Sum of Two Thousand three hundred and fifteen Pagodas
Fanams and Cash on the Account and as set forth and mentioned
in the said Bill of Complaint and the Account Annexed thereto
Notwithstanding any thing by the said Defendant alledged to the
Contrary in his said Answer these Replicants for further Reply
to the said Answer say they admit that

of September which was in the year of Our Lord One Thousand Seven
Hundred and Seventy Six the then Committee of the Society of Madras
Insurers did Subscribe a Policy of Insurance of that Date / and not the
fifteenth Day of the said Month of September as the said Defendant
mentions in his said Answer / for the Sum of Twenty Eight Thousand
Pagodas on Account of the Defendant upon Goods by a certain Snow or
Vessell called the Vizagapatam whereof was Master Thomas Walsh bound
from Vizagapatam To Pondichery at two p Cent / although a Coast
built Vessell and then about to Sail against the Monsoon / the said Goods
being Warranted free of Average Loss under 5 p Cent unless General or the
Vessell be Stranded as will appear to this Honble Court by the said Policy
of Insurance which these Replicants pray may be produced by the said
Defendant for the Inspection of this Honble Court and of them these
Replicants These Replicants do further admit as is Setforth in the
said Captains Protest that the said Snow Sailed from Vizagapatam
aforesaid on the fifth Day of the said Month of September that She
met with a bad Weather on the Sixth Day of the said Month of
September and Returned again to Vizagapatam on the Tenth Day of
the same Month after having been at Sea five Days from her Sailing
from Vizagapatam and four days from her meeting with the bad
Weather aforesaid But its observable that the said Commanders
Protest was not made until the Twelfth Day of the said Month of
September as appears by the date thereof These Replicants do further
absolutely Deny that the said Defendant hath any Claim whatsoever
either upon them the said Replicants or the said Society of Madras
Insurers

Insurers on Account or by Virtue of or under the said Policy of Insurance for these Replicants do beg leave to shew unto this Horble Court that on all Cases such as the present where any remark against Insurers for Damage sustained on Goods is absolutely Incumbent on the Assured to take the Earliest opportunity to Establish the same by a Publick Sale of such Goods if possible or if impossible by the Oaths of Creditable Persons who should be Judges of such Damage And that of the Defendant a Merchant of many years Experience he could not be ignorant thereof but nevertheless and although the said Goods were almost immediately landed at Vizagapatam and could either have had Damage ascertained upon Oath by Persons who had first got the Goods manufactured and again got them Packed and Shipped who were the proper Judges of the Injury if any they had sustained or put them under the Insurers direction or have sold the same by Public Outcry and then have Established his Claim (if any really had) in an Indisputable manner And notwithstanding the whole of the said Transaction passed at so small a Port (considering the frequent opportunities there are of Conveyance between Madras and Vizagapatam) as to be a manner under Defendants own Eye, or at least to be under and subject to his Care or Direction and that he the said Defendant knew perfectly well what was and what was not proper proofs and Vouchers to establish his Claim, if any he really had and however a loss yet the said Defendant never took Steps either to these Replicants or the said Society of Madras Insurers or

towards the same nor made any Claim on these Replicants or the said Society until the first Day of June One Thousand Seven Hundred and Seventy Eight as he the said Defendant doth himself Setforth in his said Answer which was near Twenty One Months from the time of the said pretended Loss happening, Nor did the said Defendant even then Produce any sort of Vouchers to establish or make good his Demand, Notwithstanding he the said Defendant doth in his said Answer say that he was always ready and willing to prove to these Replicants the said Loss and Damage which he the said which he the said Defendant pretends he has sustained, with regard to which these Replicants beg leave to observe that it appears very Extraordinary if the said Defendant had been so ready and willing to Prove that he sustained the said Loss and Damage and that the said Society were Answerable for the same, that he never did so notwithstanding the length of time since the said Vessell Sailed from Vizagapatam met with the said bad Weather and returned again to Vizagapatam as aforesaid which, as well as the whole Circumstances of the Case, these Replicants submit to the judgment of this Horble Court they these Replicants at the same time craving leave to inform this Horble Court that instead of the said Defendant producing to these Replicants or the said Society such legal proofs and Vouchers as before mentioned (which alone as they these Replicants have already Shewn could make these Replicants or the said Society liable, and which he the said Defendant could easily and readily have obtained had the said Loss been real and come within the meaning of the said Policy) upon these Replicants

proving

Confing the said Defendant for such Legal and proper [illegible]
he the said Defendant did at last Deliver unto Thos Kyd
a Certificate from a Merchant of Pondichery dated within
a few days of two years from the said Vessells Sailing from
Vizagapatam and meeting with the said Loss which said
Certificate doth not set forth or ascertain the Damage in
question in Consequence of either a Private or Public Sale
upon Oath, nor hath it any sort of Authority whatever
saving only the said French Merchant own Private &
wherefore These Repliants do positively object to the said Sale
sale, or a supposition that the said Defendant may
that as one of the proofs he says he will produce to this Honble
for these Repliants ever, with all due submission to this Hon
Court, that the said Certificate cannot be admitted as proof
Law or Equity nor can it in any wise whatsoever effect
These Repliants said just Demand, these Repliants further
and Shew unto this Honble Court that after the said Goods
washed and repacked they were again Shipped on board the
Vessells for Pondichery without any Ship Survey taken to
the Loss which the said Defendant pretends he has sustained
And also without any application to the said Master to
the Mark from the said Ships Vizagapatam to the said two other
Vessells or either of them or otherwise, so that neither These Repl
nor the said Insurers has any manner of Concern with the
said Goods on Board the said two

the said Policy already mentioned being for Twenty Eight
Thousand Pagodas and free of average Loss under five p Cent for there
was no general Average neither was the Ships Stranded no charge
could be made thereon except it amounted to the Sum of One
Thousand four hundred Pagodas And therefore These Repliants
do further Shew unto this Honble Court that after almost two years
taken to Consider how to State the said Claim and to View the same
in all manner of ways the said Defendant hath at last made out
an account so as just to come within the meaning of the said Policy
by Stating his Loss at one Thousand four hundred and Ninty Eight
Pagodas thirty four fanams and forty Cash, whereas had he not
risen the Amount thereof to One Thousand and four hundred Pagodas
he could not have made any Claim whatsoever on these Repliants
according to the Tenor Intent and meaning of the said Policy
and these Repliants beg the attention of this Honble Court to the
manner in which the said Defendant made his said Claim
amount to the said Sum of One Thousand four hundred and
Ninety Eight Pagodas thirty four fanams and forty Cash, which
he hath done, in the first Instance, by Charging upwards of
twelve p Cent for Rewashing and Repacking the said Goods, and
afterwards at the expiration of near two years as aforesaid by bringing
Conformable to the said French Certificate another round but
Discretional and unwarrantable Charge of Fifty p Cent or one half
the value of the said Goods, whereas had this last Charge been but four
p Cent less he could not have stated his Loss so high as one Thousand

End

and four Hundred Pagodas and therefore could have founded no Claim whatever on these Repliants — And these Repliants further beg leave to Shew unto this Honble Court that the said Goods were entered five days on board the said Snow Vizagapatam and the bad Weather did not commence until the Second Day of the Voyage and that the Goods were not likely to be Damnified by the Sea and that on two days entire the said Goods were liberty to be sent to be remarked and packed, — as therefore these Repliants do say that under these Circumstances and in a Short space of time it is morally impossible that the said Goods being Wet and Musling long Cloth could have sustained a Damage of fifty p Cent besides the said Charge of upwards of Twelve p Cent Washing &c nor do these Repliants believe they could have sustained a Damage of fifteen p Cent exclusive of the said Charges &c but on the contrary do say and believe that if the said Goods being remarked, had arrived at Pondicherry without sustaining further Damage than on the said Snow Vizagapatam and had been put up to Sale they would have produced the same Sales as Probably more than the prime Cost — and therefore these Repliants further Shew unto this Honble Court that the said French Merchants certificate which assertions that the said Defendant has no right to Claim half the Value of the said Goods from the insurers cannot be justified upon any Principle except on the Supposition that the Goods were again greatly Damaged during their second Voyage on this said two [illegible]

at the Risk of the Insurers, these Repliants do further believe and say that any Person who had been as the Defendants agents or Factors at Vizagapatam in the Manufacturing, making up and Shipping the said Goods, and afterwards in Examining and repacking the same, have ever since been, and are now residing at the said or some other Place or places on this Coast of Coromandel, and although no proof but of a Public Sale where such could once have been procured ought to be admitted, yet these Repliants Shew to this Honble Court that unwilling to take advantage of such form, they did by Letter from their Secretary dated the Sixteenth of September last observe to the Defendant of how much greater force a proof of Loss on Oath by Gentlemen well known, would have been, than a Certificate from a Frenchman after a Second Voyage, but this these Repliants observation did not produce any Effect — and these Repliants do further say that the said Goods do appear to have been Consigned to the said French Merchant who has Signed the Certificate aforesaid; but why or for what Reason he should give a Certificate instead of an Account Sale these Repliants are at a loss to Learn, as doubtless at the End of two years the Account Sale could have been made out as well as the Certificate, and although an Account Sale after a first or Second Voyage or at a Distant Port cannot be admitted where the best proof might have been before had, yet it would have had a better appearance than the mere belief of a Certain French Merchant even had the Sale been made at a third or fourth Port, for notwithstanding the said Merchants saying

Saying that he cut some of the said Cloth into Half and quarter and some he made into Short Caps and Drawers, yet the same must have been somewhere Sold, and as sufficient time has elapsed he might as well as otherwise, have sent an Account thereof to the Field of which he might have just such Charge he pais for washing up the said Short Caps & Drawers These Replicants further Shew unto this Horble Court that it is usual and Customary at Coromandel to cut up the Said Cloth for Short Caps and Drawers and then to send the same for Sale to Mauritius, because the Workmanship is paid at much less expence at the former than at the latter place as a considerable Trade is Carried on in those Articles and so and therfore the cutting up the said Cloth into Short Drawers is no proof whatever that the same was in the bad Damaged, and these Replicants further Shew unto this Horble that the said Defendant doth among other things charge Two hundred and Ninety one Pagodas and Nine fanams for Cut the said Damaged Goods, but doth not produce any to account the Packages in which the said Goods were formerly Contained if the same has been fairly Disposed of and Brought to such Amount, as the Replicants have reason to think, would have been being Twenty eight Pagodas thirty four fanams and forty Cash this have reduced the Defendants charge to Six Hundred and four hundred Pagodas so that of whatever

being Shewn how the said Packages were Disposed of but that they believe this Horble Court for Reasons therein before Setforth will think the same unnecessary, as these Replicants do humbly hope and Doubt not but it will Clearly appear to this Horble Court from the whole Circumstances of the Case that the said Defendant has no Claim whatever either on them these Replicants or the said Society of Madras Insurers on by Virtue of the Policy and Matters on Account of which he makes the said Claim, therefore that his Claim and Charges in the said Account Annexed to his said Answer are Illegal and such as he the said Defendant is by no means Intitled to and Consequently that the said Defendants repeatedly refusing to pay these Replicants said just Demand and Defending this Suit on that Principle is illegal and unjustifiable.—

All which Matters and things these Replicants are ready and willing to aver Maintain and prove as this Horble Court shall Direct and most humbly pray as in and by their said Bill of Complaint they have already prayed

Jno Sykes

Attys Replicants

Inter 21st March 1710

The Rejoinder of Geo
Smith to the Replication of
Sir Tho: Sober Baronet and
Robert Cuney of Scotland
Merchant

This Defendant now and at all times hereafter
saving and reserving to himself all and manner of benefit
advantage of Exception to the many untruths Errors uncertain
insufficiencies and imperfections in the said Amended Replica-
tion contained for Rejoinder thereunto Saith That all and singular
Matters and things in this Defendants Answer to the Ori-
ginal Bill of Complaint Sett forth are true Certain and
in the Law to be Rejoined unto in such manner and form
same are therein and thereby alledged and Sett forth and this
said Amended Replication is very untrue Uncertain and in-
sufficient in the Law and for further Rejoinder to the said Amended
Replication this Defendant Saith the Sum of Two Hundred Pa-
to the said Replicants in the sum of Two Hundred Pa-
and fifteen Pagodas Nine fanams and thirty Cash as in
Sett forth and Charged by them the said Replicants in their
Amended Replication and in their Account Current or
any other Sum Sum due and except the Sum of Seven Hundred
and forty eight Pagodas forty fanams and thirty Cash as
by an Account Current Annexed to this Defendant Answer
now of Record in this

Cravs Leave to Refer doth more fully appear and which said last
mentioned Sum of Seven Hundred and forty Eight Pagodas forty
fanams and thirty Cash this Defendant was and still is ready to
pay to the said Replicants and this Defendant for further Rejoinder
Saith he admits that in the Month of September which was in
the year One thousand Seven hundred and Seventy Six the then
Committee of the Society of Madras Insurers did underwrite or
Subscribe a Policy of Insurance for twenty eight Thousand Pagodas on
this Defendants Account upon Goods in a Certain Snow or Vessell called
the Vizagapatam whereof Thomas Walsh was Commander bound from
Vizagapatam to Pondicherry at two per Cent^m This Defendant saith
that Subsequent to his obtaining said Policy of Insurance it appearing
the Adventure to Land safe at Pondicherry from Vizagapatam where-
upon said Snow to under such assurance Set Sail from Vizagapatam
aforesaid on or about the 5^th Day of said Month of September for Said
Intended Port or Roads of Pondicherry but meeting bad Weather and
therefrom not able to Proceed on the intended Voyage was forced back
again to Vizagapatam thro' such Storms of Weather on or about the 10^th of the
said Month whereupon and in Consequence whereof a great part of the
Property of this Defendant on Board and so as aforesaid Insurd received
damage to a Considerable Loss or Amount in manner as by this Defend-
ants Answer and the Account Current thereunto Annexed as also here-
after in this Rejoinder is more particularly Sett forth. And this Defendant
for further Rejoinder Saith that for and notwithstanding any thing in
the

the said Replication pretended to be charged against this Defendant on
account of his not having given any formal Notice of the said Dama
or of his having refused to take the said Goods under the Charge
Berman at Liverpool for the account of the Insurers or of his ob
sold such Damaged Goods at Liverpool this Defendant saith they
the said Charges or any part thereof can be maintained & this
this Defendant under the peculiar Circumstances of the Case for this
saith that being at that time Installed to the said Insurance
considered it sufficient notice on his part to have informed the
divers he has done that the said Snow had met with such
that the Goods were Damaged and that after he had done the
could for the benefit of the Insurers he should inform them
and take Credit for the same in the Account with them
and further saith that to have left them at Liverpool
Warehouse would have subjected them to further Damage
Charges of Warehouse Rent and that the Market then was
insufficient that the said Goods could have brought so
as they did at Pensacola and for which this Defendant
Credit and this Defendant further saith that by having
the manner he hath done respecting the said Goods
this Defendant hath fully stated in his Answer to which
prays leave to refer this Defendant humbly submits to the
-ation of this Honble Court whether he hath not acted
the best of Judgment and most for the benefit

Defendant for further Rejoinder begs leave to observe to this Honble Court
that his Conduct with Respect to the Damaged Goods independant of his good
intentions already explained is justified by a Provisional Clause or power
of management in the Policy of Insurance Viz. "and in case of any loss
"or misfortune it shall be Lawful for the assured their factors Servants
"and assigns to Sue Labour and Travel for in and about the Defence
"Safe guard and Recovery of the said Snow and her Cargo or any part
"thereof without prejudice to this Insurance to the Charges whereof we the
"assurers will Contribute" which Clause this Defendant humbly Conceives
doth Strictly apply to the Conduct of this Defendant respecting the
matters in Question and this Defendant further saith that by the
Words following in the said Insurance Contained Viz. "any use or
"Custom to the contrary notwithstanding" The said Insurers do them-
selves give a Discretionary Latitude to those who Goods are Insured to act in
such manner as to them may Seem Most for the Benefit of those
Concerned notwithstanding such Line of Conduct may not exactly
coincide with the General Laws or Customs of Insurance And this
Defendant further saith that by other Clauses in the said Policy of
Insurance this Defendant is justified in the Line of Conduct he
hath adopted as by the said Policy of Insurance Copy whereof is
hereunto Annexed and prayed by this Defendant to be taken as part
of this his Rejoinder doth appear

All which matters and things the said Defendant

a Ready and Willing to Unify mention and from as the Said
Court Shall Direct and most humbly prays assistance of the
said Arrest In Faith whereof Wee

L Dyham
Attorney for the Defendant

Copy of the Policy of Insurance Vpon the foregoing Bill

In the Name of God Amen Know
all Men by this Present Policy of Insurance that We
an Account of Mons.r De Leede of Pondichery as well in
our Name as for and in the Name and Names of all and
Every other Person or Persons to whom the same doth may or shall
Any Ways Appertain in part or in all doth make Assurance and
Each of us Doth hereby Assure Each of them as well the Master
of the Said Snow called the Vizagapatnam Snow Burthen
about Two hundred Tunns or thereabouts whereof is Master under God for the present Voyage
Thomas Butler or whoever else shall go for Master of the said
Snow or by whatsoever other Name or Names the said Master
Shall be Named or Called Beginning the Adventure
upon the said Goods and Merchandizes from Vizagapatnam to Pondicherry upon the
Said Snow and her Tackle Apparel Ordnance Munition Artillery Boat and
other Furniture also the Goods and Merchandizes from and in the said Snow
to Pondicherry aforesaid and the same to be Safely Delivered from and
out of the Said Snow and her Tackle Apparel Ordnance Munition Artillery Boat and

without Prejudice to this Insurance to the Charges whereof We the
Assurers will Contribute And it is agreed by us the Assurers that this
Writing or Policy of Assurance shall be of as much Force and Effect
as the Surest Writing or Policy of Assurance made in London
And so We the Assurers are Contents and Do Hereby Promise
and bind ourselves our Heirs Executors Goods and Chattels the
Assureds their Executors Administrators and Assigns for the true
Performance of the Premises Confessing ourselves paid the Consid-
ation due unto us for this Assurance at and after the Rate of
Two Pagodas per Cent And promising the the Assured Do
Hereby Covenant Promise and agree and Oblige ourselves our
Heirs Executors Goods and Chattels in Case of the Loss happening
(which God forbid) to Satisfy and pay the Sum of Money by us
to Assure upon the Abatement of Twenty Guineas per Cent
Provided always that We pay the Sum of Money assured at the Expir-
ation of Six Months after proper Notice thereof being given to us the
Assurers otherwise no Abatement whatsoever to be made but to pay
the full Sum any usage Custom or this Contrary notwithstanding
In Witness whereof We the Assurers have Subscribed our
Names in Fort St. George the 11th September 1776

N.B. Fourteen Days are allowed to Land the Property after the Ships Arrival
an Exception is hereby Taken against all Hostilities that may be
committed by any of the European Powers which risk is to be borne
by the Assured and his and their Assigns
Vessell and Freight free of Average under Five per Cent and

General or the Vessell be Stranded Ship Provisions of all Kinds are
Warranted free from Average unless General or Ship be Stranded Salt
Sugar Sugary Raw Wool Rice are Warranted free
Average unless Five per Cent and all other Goods free of Average under
Five per Cent unless General or the Ship be Stranded

N.B. This Policy is on Goods and Merchandize only

J. M. Stone
Andrew Mazendie
Selling & de Tries
} For the Society of Mast. Insurs

Ex.d C B Surry

a true Copy
Popham

Copy of the Indorsement on the Back of the said Policy of Insurance

I hereby Declare this Policy to be on Account of Mrs Smith &
self Madras 11th. September 1776.

Delarche

Dated 11th. September 1776.

Policy of Insurance
On the Vizagapatam
Vizagapatam 11th
Pondicherry

Pags 28000 @ 2 p.c. 560.
Policy 2l.
Pags. 560. 2l.

a true Copy
Popham

Interrogatories to be administered to such Witness as shall be produced Sworn & Examined on the Part and behalf of the Complainants in a certain Cause now depending and at Issue in the Court of the Mayor's Court at Madraspatnam wherein John De Fries John Balfour and Robert Ewing of South George Merchants Agents or Attorneys to or Empowered to Transact Collect or Settle the Affairs and Concerns of the Society of Madras Insurers are Complainants and George South of the same place Merchant is Defendant —

To Mr Charles Bromley 1st Do you know the Parties Complainants and Defendant in the Title of these Interrogatories named or any of them. If Yea how long have you to known them or any and which of them? Declare —

To Ditto 2nd Was You or was you not Secretary to the Society of Madras Insurers in the Title of these Interrogatories mentioned If Yea Do you or do you not know any thing of the Demand of the said Society on the Defendant in this Cause and of any Demand or Claim made by the said Defendant on the said Society now in question in this Cause If yea was you or was you not present at the time the said Matters were Debated or Considered by the Complainants in this Cause on behalf of the said Society on the Seventh Day of September One Thousand Seven Hundred

and Seventy Eight If yea Do or is not the Paper Writing now produced and Shewn to you at this the time of your Examination Marked A a Copy of the proceedings and Resolution of the said Complainants in their Capacities before mentioned with Regard to the said Matters If Yea Was or was not the Letter mentioned in the said proceedings of the said Committee sent to the said Defendant If yea Did or did not the said Defendant give any and what Answer thereto Or did or did not the said Defendant give the said Complainants any and what Satisfaction regarding the Contents thereof or the matters therein mentioned The whole of these Matters according to the best of Your Knowledge Remembrance and Belief fully and particularly Declare —

Ditto 3d 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 Complainants 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

Jno Sykes

Atty for the Compts

Fort St. George

At a Committe — Present — 16th Sept. 1771

John de Jones

John Balfour & Robert Ewing

Read a Letter from Mr George Smith and a Certificate of Mr Delaroche of Tondichary on which Certificate principally Mr Smith founds a Claim of Pags. 1698. 3d. 10. for an Average upon Goods Shipped on the Snow Virgopatam, but as the Committee are of Opinion that Mr Smith does not support the Claim in a Proper and Legal manner they Order the following Letter (which expresses their Sentiments) to be sent him by Mr Brantley and on failure of a Satisfactory Answer within Three Days from the Delivery thereof it is Ordered that Mr Sykes shall file a Bill for the Ballance of Account.

To Mr George Smith

Sir

We reply to your Letter of the 31st Ultimo Sent Directed by the Committee of the late Society of Madras Inhabitants to inform you that their Affairs being Separate and Distinct they do not understand how their Accounts can be blended with the Accounts of any former Society or Company —

We with regard to your Claim for an Average upon the Snow Virgopatam founded on Mr Delaroche's Certificate they apprehend it to be quite Irregular and out of the Common way for they cannot see the force of the Certificate nor even of an Affidavit made

after the Performance of a Second Voyage and at a distant Port

The Committe have an Opinion of Your being too well acquainted with Nature of Business not to know that to support any sort of Claim Properly the Disposal of the Goods on being Damaged and Relanded should have been left at the Option of the Insurers / especially when it was so Particable / or have been put up to Publick Sale or at least the Damage should have been ascertained by the Testimony upon Oath of Persons on the Spot, particularly as it is presumed the Goods were in the hands of Gentlemen who had first made them up and again Rewashed and Repacked them and who must have been better Judges than all others of the Damage Sustained. Wherefore had even this latter Method been adopted / although the Committee think one of the two former absolutely necessary / it might have been matter of Consideration, but as No one proper Step has been taken, Notwithstanding the means were so obvious, the Committee cannot on the Present footing admit of any part of Your Claim, however as they do not wish to avail themselves of want of form if the Demand is just therefore you will procure proper Affidavits from those Gentlemen who had the Goods Rewashed and Repacked such Affidavits may be matter of future Discussion —

But in the mean time as the Committee have frequently applied for the Ballance due by you to them, hitherto to no manner of purpose they hope you will now give them Satisfaction on

that Shall without loss of time as otherwise they have Resolved to Recover the same in a legal way

A true Extract from the Minutes of the Committee of the Madras Insurers

Chas. Bromley
Secry

A

This Paper Writing marked A was Shewn to Charles Bromley at the time of his Examination before Me on the Part of the Compt in a Cause now Depending in the Worble the Mayors Court at Madraspatam wherein John De Ines John Balfour and Robert Craig are Complainants and George Smith is Defendant on the 30th Day of May Anno Domini 1781

Richd Dighton
Exam.

Mayors Court at Madraspatam

Between John De Ines John Balfour and Robert Craig of Scotland Gent. Merchants Agents or Attorneys for & Employed by & Acting for & Intitled in and Intitle the Affairs and Concerns of the Society of Madras Insurers Complainants and Geo. Smith Merchant

On the Part of the Complainants

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

Charles Bromley Attorney in the Worble the Mayors Court aged 42 years thereabouts being produced as a Witness in this Cause on the part of the Complainants on the 30th Day of May 1781 Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Summoning my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent Saith that he doth know the Complainants John de Ines in this Cause and that he hath so known him Seven Nineteen years or thereabouts and that he doth know the Complainant John Balfour in this Cause and that he hath so known him Eight years or thereabouts and that he doth know the Complainant Robert Craig in this Cause and that he hath so known him four Years or thereabouts and that he doth also know the Defendant George Smith in this Cause and that he hath so known him seven sixteen years or thereabouts and more Saith not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he was Secretary to the Society of Madras Insurers to whom the above named Complainants were Agents and this Deponent doth know of the Demand of the said Society on the Defendant in this Cause and also of a Claim made by the said Defendant on the said Society in this Cause and this Deponent Saith he was present at the time said Matters were Discussed or Considered of by the Complainants in this Cause on behalf of the said Society on the 16th September in the year

Year of our Lord One Thousand Seven Hundred and Seventy-Eight and the Exhibit Marked A now produced to this Deponent at the time of his Examination this Deponent saith is a Copy of the Proceedings and Resolution of the said Complainants in their Capacities before mentioned with regard to the said Matter, and this Deponent saith the Letter mentioned in the said Proceedings of the said Complainants was sent to the said Defendant and this Deponent saith he doth not know or take to Heard of any Answer being given by the Defendant to the or any Satisfaction given to the Complainants regarding the Contents thereof and more saith not to this Interrogatory To the last Interrogatory this Deponent saith that Mr Delarche the Person mentioned in the Exhibit marked A was Deputy Intendant in the Engraly Service by being the same thing but neither in part or the whole this Deponent cannot say, but this Deponent did always consider the Defendant only the Agent of the said Mr Delarche in this Business and more saith not to this Interrogatory

Rich[d] Dighton
Exam[d]

Chas Bromley

Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined in a certain Cause now depending and at Issue in the Hon[ble] the Mayors Court at Madraspatnam wherein John De Fries John Balfour and Robert Ewing Attornies and Agents for the Madras Insurers are Complainants and George Smith is the Defendant —

On the Part and behalf of the said Defendant —

To Alexander De Sarche and Henry Du Puy ... these Interrogatories so far as they concern Mr. Alexander De Sarche were Ordered to be Drawn out at the Hearing of the Cause this 2[d] Oct[r] 1781. She being interested in the Event —

James Taylor
Reg[r]

1[st] Do you Know the Parties Complainants and Defendant in the Title of these Interrogatories named or any either and which of them If Yea how long have you so known them any either and which of them Declare —

To Alexander De Sarche ...

2[d] Have You or have you not for some and how many years, and as a Merchant or in what other Capacity lived in Pondicherry If Yea did or did not your dealings in part extend to Places and Persons remote or Distant from Pondicherry occasionally in the usual Course of your Dealings or Business and in the way of Exportation or in some other and what manner, and what kind of Goods Wares or Merchandize did you so or how otherwise Deal in, Had you or had you not in the Course of such your Dealings or in the Course of some other and what Business or how otherwise some and what Dealings with the said George Smith the Defendant named

Named in the title of these Interrogatories and were or were not
such your Dealings with them Considerable and did he or did he
not in the Course thereof make Several or any and what Consign-
ments to you from Madras / where he the said George Smith
lived / of Goods for your management of them And did you or
did you not accordingly receive and for them manage such
Matters respecting such Goods or how otherwise did you act for
them and if you did you or did you not usually either by yourself
your Assistants or Servants examine into such Goods before they
were Reshipped from Pondicherry Declare

To Alexander De Saroche } 3.d Did you or did you not in the year One Thousand Seven
Hundred and Seventy Six Seventy Seven or in what Month of that year
receive a certain Consignment of Some and what part of Goods
from the said Defendant George Smith If Yea did you or
did you not know when such Goods were manufactured and
whereof they were first exported and did you or did you not
likewise know whether they Arrived at Pondicherry in the Ship
on which they were Shipped from such their first Port of Expor-
tation or whether they Arrived in any other and what Vessel and
how long they had Lain on Board such Vessel whereon they
had so Arrived Did or did not the said George Smith give
you some and what information and Orders respecting such
last mentioned Goods and did he or did he not likewise expound
you of their having suffered or received Damage at Sea If yea
Did you or did you not Immediately and on the Landing of
such Goods examine into the Condations they were then in
and did you Credit you not thereupon Peruse and first find

some and what part or quantity had received Damage and had been
actually Damaged and what proportion did such the part so Damaged
bear to the whole of such Goods and do you or do you not know or had
you any Reason thro' information or how otherwise to believe or form
a Judgment whether such Goods had been Damaged on the Vessel
in which they Arrived at Pondicherry or in what other Vessel and
thro' what means or by what Accident were they so Damaged
Did you or did you not in such the Damaged State of such
Goods use your utmost endeavours to render the loss thereon as little
as possible and did you or did you not likewise use ways and means
to ascertain the Value of that part of such Goods as had been so
Damaged and what were those ways and means you so for that
purpose took, and had not such Damage happened would you
taken, or would there be any Occasion to take such ways or means
as you then so took, was or was not some and which part of
such Damaged Cloth cut into half and Quarter Pieces and
was or was not some and what part thereof made into Shirts,
Drawers and Caps If yea why did you prefer such use thereof
to a more Immediate Sale of such Goods so Damaged and do
you or had you any Occasion to follow the like Course with
such of the said Goods as had not been Damaged and if not why
not? whether was it a matter of Choice in yourself or a matter
of Necessity respecting the Damaged State of such Goods that
caused you to cut the same into half and quarter Pieces and
to have the same so made into Shirts, Drawers and Caps.—

Dis

Did You or did you there and do you not now fully believe that in case you had omitted or Omitted such the aforesaid wrongful means by you so used in and Concerning such Damaged Goods and had otherwise sold the same there would have been a Material Difference in the produce thereof and that such difference would actually be an addition to the Loss thereon Before the same with the Reasons of such your belief in this Particular was Now or was there not a just valuation made of such Damaged Goods and of such part as had been so cut up and made into Shark Fraises and Caps and what was the Loss sustained or adjudged to be sustained by Reason of such Damage in Proportion to the first value or Prime Cost of the Goods after deducting the estimate value of what was so Cut and made up as aforesaid and did you or did you not at the same time or when else and how know that those Goods now last mentioned and whereunto you are Specially Interrogated were the said Defendant George Smith insured at Madras or some and what Ships to Pondicherry and from thence back at Seaward from such Accident as in the Court Supposed to the said Goods Declare the same fully as you know have been informed or do believe Declare

To Dr. 4th. Look at the Paper writing now produced and shewn to you the your Examination marked with the Letter & Number A. No 1 and purporting to be a Declaration in the French Language given and Subscribed by you? and is not the same in the Words figures and Language thereof together with

Subscribed all of your own Proper hand Writing and is or is not the same a true Declaration so far as it speaks respecting the said last mentioned Goods to the utmost of your knowledge thereof and of the Concern you so had therein Declare.

To Henry Dupuy } 5th. Look at the two Paper Writings now Produced and Shewn to
This Interrogatory & Deposition thereto thrown out by Order of Court. — James Taylor
You at this the time of your Examination marked A. No 1 and No 2.
is or is not the said Paper Writing marked A. No 2 a true Trans-
lation of the said Paper Writing marked A. No 1. Declare

Rig.

To all 6th. Do You know of any other matter or thing or have you heard or can you set forth any thing touching or Concerning the matters in question in this Cause that may tend to the benefit and advantage of the said Defendant towards and besides what you have been before Interrogated unto If Yea Declare the same fully and at large as if you had been thereunto particularly Interrogated thereon.

J. Popham

Attorney for the Defendant

Je soussigné Certifie et atteste à tous Ceux à qui appartiendra que dans les marchandises que j'ay reçu à Pondichery d'Ewoy de Viragapatam pour Compte de Mr. George Smith et donc je lui ai donné avis dans la Lettre que lui envoyais le Compte de la quantité de cotes étoffes que se sont trouvées sur la dite partie. je les ai bien visité de la façon qué n'a perdu que la moitié du prix contant sur les dites étoffes ayant fait mettre les dites

dites pieces ne valoit en Rouy et general de Guinée et les marchandises contenues en celle que je vous ay envoyé pour vous en la dite qualité ainsy que dit Sieur Delarche et moy avons fait visite et reconnu que lesdites pieces etoient pourries et gatées en plusieurs endroits et ne valoient pas ce que je les ay estimé et vendu publiquement et a l'encan et que je les ay vendu fait voir et exposer en vente publique et a l'encan pour le plus grand profit que j'en ay pu faire et que lesdites pieces etoient pourries et gatées en plusieurs endroits et ne valoient pas ce que je les ay estimé et vendu publiquement et a l'encan et que je les ay vendu fait voir et exposer en vente publique et a l'encan pour le plus grand profit que j'en ay pu faire

Delarche

This Exhibit marked A N°1 was shown to Mr Dalrymple by Henry Bathurst the Deputation bearer of their Commission from on the Part of the Defendant in a Cause now depending in the Honble the Mayors Court at Madraspatnam wherein John De Fries John Balfour & Robert Ewing are Complainants and George Smith is Defendant on the 31st day of March Anno Domini 1781

Richd Bagshaw
Exam.

Hon.ble Mayor's Court Madraspatnam
John De Fries John Balfour
and Robert Ewing
vers
George Smith.
Exhibit A N°1 Bopham Atty for Defr
This Exhibit & the Translate thereon entered in Court the 20th
Octr 1781

Samel Taylor
Regr

Mr Bouchis
Declaration about
the Goods shipped

I Undersigned Certify and attest to all whom it may concern that the Merchandize which I received at Bendicherry consigned from Vizagapatam for the account of Mr George Smith, and of which I informed him at the same time by sending him an account of them among them which I found Damaged I turned them to so good an Account that he only lost half of the Original Price upon the which were Damaged, having divided the Damages pieces in halfs and quarters and of the remaining bad pieces which could not be appropriated to that purpose I Ordered Shirts, Breeches and even caps to be made in Order to apply the whole to some use, instead of which if I had put them up at Publick Sale, they would not from the manner of their appearance have fetched a quarter part of the Original Price, the above Damaged pieces were torn Spoild and Rotten in many places, in faith of which I have given this Present Certificate to be applied by him and be valid according to Law. at Madras this 12th October 1779.—

Delarche

Examined and Compared with the Original and attest the same to be a true Translation from the same in the French Language.—

HJ Dalrymple
Interpreter

Hon.ble Mayor's Court Madraspatnam
John De Fries John Balfour and Robert Ewing
vers
George Smith. — Exhibit A N°2. Bopham, atty Defr

This Exhibit Marked A. № 2 was Shown to Henry DuPay at the time of his Examination before Me on the part of the Defendants a Cause now depending in the Hon.ble the Mayors Court at Madrasspatnam wherein John De Fries John Balfour and Robert Ewing are Complainants and George Smith is Defendant on the 21.st Day of March Anno Domini 1781

Rich.d Deighton
Exam.r

In the Hon.ble the Mayors Court at Madrasspatnam

Between John De Fries John Balfour and Robert Ewing of Fort St George Merchant Agents or Attorneys for Empowered to Transact Collect and manage all the affairs and Causes of the Society of Madras Insurers Complainants and George Smith of the same place Merchant Defendant

Exceptions taken by the abovenamed Complainants to the Interrogatorys Exhibited and the Depositions of Alexander De Larche produced as a Witness on the part of the above named Defendant

The said Complainants Except to the abovementioned Interrogatorys and Depositions of the said Alexander De Larche as he the said Alexander

is Question in the said Cause and therefore Improper to be admitted as a Witness in the said Cause —

Wherefore the said Complainants Except to the said Interrogatorys and Depositions and humbly pray that the same may be Over-Ruled and Set aside with Costs to be paid by the said Defendant —

John Sykes
Atty for the Compl.t

Between John De Fries John Balfour and Robert Ewing Attornies and Agents for the Madras Insurers Complainants and George Smith Defendant —

Mayors Court at Madrasspatnam —
These Depositions thrown out by Order of Court this 20.th Oct.r 1781 at the Hearing of the Cause he being interested in the Event —

James Taylor
Reg.r

On the Part of the Defendant —

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

Alexander De Larche of Madras Merchant aged 60 years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant in this Cause was on the 31.st Day of January 1781 Signified at the Office of Mr. John Sykes who is the Attorney for the Complainants by Burrasseng my Servant who also left from a Note of the Name Title and place of abode of this Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1.st . . . . To the first Interrogatory this Deponent Saith that he doth know the Complainant John De Fries in this Cause and that he hath

to

so known him thirty years or thereabouts but that he doth not know the Complainant Robert Balfour in this Cause and that he doth know the Complainant Robert Ewing in this Cause and that he hath so known him two Months or thereabouts and more saith not to the Interrogatory

2d. To the Second Interrogatory this Deponent saith that he hath lived in Pondicherry in the Capacity of a Merchant and also in the French East India Company's Service these Forty Years past and that the Plaintiffs as a Merchant have resided to Different times in India as well as in Europe and also with Different Parcels of Goods in India and Europe and this Deponent saith that all or most kinds of Wares and Merchandize and in the Course of his Dealings he hath had Dealings with George Smith the Defendant named in these Interrogatories and that he hath received Consignments from said George Smith of different kinds of Merchandize and that he did act for and manage said Consignments received from George Smith of Madras and that he always himself examine such Consignments before they were taken from Pondicherry and that he never trusts the Inspection of any Merchandize or Consignments received by him to his Servants — Afsaith and more saith not to this Interrogatory

3d. To the third Interrogatory this Deponent saith that he did receive in the year of our Lord One thousand seven hundred and Seventy five and to the best of his Remembrance in the Month of October in the said year a Consignment of Long Cloth Chintz and Long Cloth [illegible]

in these Interrogatories named and said Long Cloths were Manufactured and Exported from Vizagapatam and goods were put on board a Vessell at Vizagapatam which in her passage to Madras met with bad Weather which Obliged her to return to said Port of Vizagapatam where the said Goods were Landed and afterwards Reshipped on board another Vessell bound for Madras and said Goods were landed at Madras and Shipped on Board a Different Vessell for Pondicherry, but this Deponent doth not know how long said Goods were on board said Vessell on which they arrived at Pondicherry and the said George Smith named in these Interrogatories did send this Deponent some Information respecting said Goods which was as this Deponent has before set forth and acquainting him at the same time of his apprehending their having been Damaged at Sea, and this Deponent saith that he did immediately on the landing of the said Goods at Pondicherry inspect the same and did thereupon find a great part of said Goods damaged but he doth not at present recollect what proportion the Goods Damaged bore to the whole of said Goods, and this Deponent saith he is certain said Goods could not have received any Damage on board the Vessell which brought them to Pondicherry from Madras, but that he hath reason to believe and is almost certain that said Goods must have been Damaged on board the Vessell they were first Shipped on board of at Vizagapatam by reason of the Bad Weather said Vessell met with and this Deponent saith that he did use his utmost endeavours to recover the loss

lost on such the Damaged State of the Goods as little as possible, and that he did also use means to ascertain the Value of the Goods so Damaged by dividing the Piece of long Cloth in Halves where they could stand of it and if more than half a piece was Damaged this Deponent divided it into Quarters and of the remaining parts which could not be sold in Halves or Quarters this Deponent has made into Short Breaches and even Night Caps and if such damage had not happened this Deponent certainly would not have taken the above means of disposing of said Cloth and he believes if he had not taken the means to dispose of said Cloth that it would not have produced a quarter of the Original Cost and therefore he took those means for the general benefit of the Concerned and this Deponent saith if said Goods had been put up at Outcry or any other method taken to Dispose of said Goods but such as this Deponent took they could not have produced half so much as this Deponent made of them by the means he took and to the Damaged State they were in and this Deponent saith that he hath heard said Goods were shipped from Vizagapatam to Madras and he believes they were entered on the first Upstill on which they were Loaded at Vizagapatam but he doth not know that said Goods were shipped from Madras to Pondicherry and more saith not to this Interrogatory.

11th. To the fourth Interrogatory this Deponent saith on producing and Shewing to him at the time of his Examination a Paper Writing marked A. 5th

in the French Language given and Subscribed by this Deponent, that the same with words figures and Language thereof together with this Deponents Name as it appears thereunto Subscribed is all of his own Proper hand Writing and the same as far as it Speaks respecting the said last mentioned Goods is a true and just Declaration, and more saith not to this or the last Interrogatory.—

Rich.d Dighton
Exam.r

Delarche

Mayors Court at Madraspatnam.
This Deposition Drawn out of Court
this 20th of October 1781.—

James Taylor
Regr.

Between John De Fries John Balfour and Robert Ewing Attorneys and Agents for the Madras Insurers Complainants and George Smith 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 DuPuy One of the Attornies of this Honble the Mayors Court at Madraspatnam Aged 31 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 25th Day of March 1781 Sworn at the Office of Mr John Sykes who is Attorney for the Complainants by Summoning my Servant who also left Sum a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.—

1st. To the first Interrogatory this Deponent saith that he doth know the Complainant John De Fries in this Cause and that he

he hath so known him ten years or thereabouth – and that he doth know the Complainant John Balfour in this Cause and that he hath so known him four years or thereabouth and that he doth know the Complainant Robert Ewing in this Cause and that he hath so known him Eleven years or thereabouth – and more saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith on producing and shewing to him at this the time of his Examination the Papers Writing marked A. N.1 and A. N.2 that the Paper Writing Marked A. N.2 is a true Translation of the Paper Writing marked A. N.1 and more saith not to this or the last Interrogatory

Rich.d Dighton
Exam.t

My Du Pay

Samuel Johnson
Morgan William
John Douglas
Charles Bromley
John Charles Bartholome

Additional Interrogatories

to be Administred to such Witness as shall be produced Sworn and Examined in a certain Cause now depending in the Hon.ble the Mayors Court of Madraspatnam wherein John Dias Inest John Balfour and Robert Ewing are the Complainants and George Smith is the Defendant

Inall the Witnesses 1.st Do you know the Parties to the said Cause or either and which of them and how long have you known them or either and which of them Declare

On the Part and behalf of the said Defendant

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the Title of these Interrogatories named or either and which of them and how long have so known them or either and which of them Declare –

To Samuel Johnson, Morgan Williams and John Douglas

2.d Were you or were you not at Vizagapatam in the Months of August and September or what other Months of the year One Thousand Seven hundred and Seventy Six – If yea Do you know or have you heard or do believe that a certain Snow called the Vizagapatam and whereof Thomas Walsh was Master received on Board four hundred and Sixty Bales of Goods the Property of the Defendant or any other and what quantity of Bales and of what sort were the Goods If yea what do you know have been informed or believe to be their Value was or was not the said Defendant charged Thirty Six Thousand four hundred and Twenty One Pagodas five fanams and Seventy Nine Cash for the same or any other and what Sum – Did or did not the said Snow Vizagapatam Sail from the Roads of Vizagapatam on or about the fifth Day of the said Month of September in Stout and Staunch Condition and fit for Sea and bound for Pondicherry or where else Did or did not the said Snow Return on or about the Tenth Day of the said Month of September after having met with bad Weather and was She or was She not Reported to be very Leaky and to make Water fast – was or was not application made to the Commander of a Vessell called the Revenge and then lying in the Roads of Vizagapatam to assist in taking the Bales out of the said Snow Vizagapatam and in Loading the same on

board

Board the said Vessell either the Revenge and were or was not the same done accordingly Were there or were there not any one of you asked quantity of Bales taken on Shore in order to have them unpack and washed with a view to save them as much as possible from Damage what expence attended the unpacking Washing and repacking the said Bales were or were not the said bales when washed and repacked put on board the said Brig Revenge did or did not the said Expence Amount to Pagodas three Hundred and Eighty and Twenty Eight fanams or to any other and what Sum did you or did you not think it would be most for the Interest of those Concerned in the said Bales that the said Bales so Shipt on Board the Revenge should proceed in Law to Bombay rather than to Remain at or Advance a Sum of the your till the Brig Despatched repaired and fit to Sail Look at the three paper Writings now produced to you at this your time of Examination and Marked respectively with the Letters A B & C and purporting to be Letters from Samuel Johnson to the above named Defendant are or are not the Words Samuel Johnson Set and Subscribed the foot of the said Letters respectively of the Proper Hand Writing of the said Samuel Johnson Declare

Charles Bromley 3d How you or were you not Secretary to a Certain Society of Insurers Established at Madras if you Said or Not the above named Defendant sent Account subscribing with the said Society in the Month of August which was in the year One Thousand Seven Hundred

The Paper Writing Marked D and purporting to be a Letter from you to the said Defendant Is or is not the same of your proper hand Writing If yea, was or was not the same Written by you in your Official Capacity of Secretary to the said Society of Insurers or in any other and what Capacity Look also at the Paper Writing marked E and purporting to be draft of a Letter Written by the said Defendant to you, as Secretary as aforesaid, are you acquainted with his hand Writing Is or is not the said Paper Writing so Marked E of the proper Hand Writing of the said Defendant and does or does not the said Paper Writing Contain the Words and figures and the Exact purport of the Letter sent to You by the said Defendant in Answer to your said Letter Marked D If yea What did the said Vouchers One, two and three contain and what was the Substance of the Declaration of the said Mr. Johnson Declare the same fully and at large as you know have been informed or believe with the Reasons of such your knowledge Information and Belief

John Charles Bartholmo. 4th Look at the Paper Writing marked D and purporting to be the Original Letter of Charles Bromley late Secretary to the Madras Insurance Society Look also at the Paper Writing Marked E and purporting to be the Draft of a Letter Written by the Defendant by way of Answer to the said Letter marked D Are you acquainted with the manner or Character of the Hand Writing of the said Charles Bromley and the Defendant Is or is not the said Letter marked D of

of the Proper hand Writing of the said Charles Bromley and is or is not the said Paper Writing marked E of the said Will of the Defendant did you or did you not live with the Defendant in the Month of August One Thousand Seven hundred and Eighty eight as his Writer and Had you or had you not the management of his Concerns Is or is not the endorsement Written on the said Paper Marked E of your proper hand Writing and Did you or not the Defendant send a Letter of the same Words and figures or to the same purport as the said Paper Writing marked E unto the said Charles Bromley as an answer to his said Letter Marked D Declare.

To all ..... 5th Do you know of any other matter or thing or have you heard or can you set forth any thing touching or concerning the Matters in Question in this Cause that may be to the Benefit and Advantage of the said Defendant Howard and Concerning that you have been before Interrogated unto If you Declare the same fully and at large as if you had been particularly Interrogated.

Popham

Atty for Dfendt

Vizagapatam 10th Septemr 1776.

George Smith Esqr

Dear Sir

This Morning I Received your favor of the 30th Ulto & Commodore Moore to whom I shall be happy to shew every Civility in my power on your Recommendation.

I am sorry to acquaint you that the Vizagapatam, Capt Walsh have returned this Morning here having met with a Violent gale of Wind which carried away her Foremast & Strained her so much that she makes water fast as there has been between 4 & 5 feet of Water in her hold I fear some of the Bales are Damaged, I have ordered her along side the Revenge that such Bales as are in perfect good Order may be put on Board the Revenge and such as are damaged are to be sent on Shore tomorrow I hope to be able to Write you more particularly, but thought it necessary to give you now the best information I could procure of this misfortune.

Mrs Johnson joins me in Compliments to you & Mrs Smith I am, with much Regard,

Dear Sir

Your most Obet humble Servt

Saml Johnson

J. Douglas has Recd your favr & Comr Moore & will take care of Mr Dyotts things the Sum he mentioned was paid him by Mr Barclay & he believes is as the Next Sum due Mr Smith.

Vizagapatam

Samuel Johnson Esqr

Date 10 Sept 76

No. 20

In

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In the Hon^ble the Mayors Court at Madraspatnam—

Between John De Ines, John Balfour and Robert Ewing Complainants and George Smith Defendant

Exhibit A on the Part of the Def^t

Popham

Atty for Def^t

This Exhibit Marked A was shewn to Samuel Johnson Jeff^s Williams and John Douglas at the respective times of their Examin^s before me on the part of the Defendant in a Cause now depending in the Hon^ble the Mayors Court at Madraspatnam wherein John De Ines John Balfour and Robert Ewing are Complainants and Geo^e Smith is Defendant on the 19^th & 31^st Days of March Anno Domini 1771

Richd Dighton

Exam^r

George Smith Esq^r

Vizagapatam 17^th Sept^r 76

Dear Sir

I Wrote you the other night advising the unfortunate which befell the Snow Vizagapatam and Inow send you the Masters Protest, which will Shew you it was fortunate he ever got back.—

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(219)

I have Shipped, for your Acc^t & Risque, on the Revenge, Commodore Moore, 160 Bales, for which I shall send you Bill of Lading tomorrow and Request you will use your best endeavors for having them taken out of the Ship & put on Board another in Madras Road, without their being Landed there — as the Commodore purposes to Sail tomorrow, tho's probable he will be with you almost as soon as this Letter: therefore Hope you will have made the necessary Disposition for reloading these Bales in manner beforementioned.—

The Cloth, which was wet on board the Vizagapatam, is now at wash &, if we had but 3 or 4 days Sun, we could ascertain the Damage; I will send you an Account as soon as possible, hoping that you were insured — however the loss will be inconsiderable.—

Mrs Johnson joins me in Compt^s to Mrs Smith and I am with much Regard,

Dear Sir

Your most Ob^t humble Serv^t

Saml Johnson

The Amt of the 160 Bales C^s & ps Revenge is 36021. 5. 79

Vizagapatam

Samuel Johnson Esqr

Dated 17 } Sept^r 76
Rd 26 }

In the Hon^ble the Mayors Court at Madraspatnam — Between John De Ines John Balfour & Robert Ewing Complainant and George Smith Defendant

Exhibit B on the Part of the Defendant

Popham

Atty for Def^t

this

certain and I shall send you the Account of Damage as soon as in my power.—

I am, with Esteem,
Dear Sir
your most Obt. humble Servt.
Saml. Johnson

Vizagapr.
Samuel Johnson
dated 18. Oct. 28 — Sept. 76

In the Hönble the Mayors Court at Madraspatnam —
Between John De Fries John Balfour and Robert Ewing Com-plainants and George Smith Defendant —

Exhibit C. on the Part of Defendant. —

Bopham
Atty for Defs.

This Exhibit Marked C. was shown to Saml. Johnson Morgan Williams and John Douglas at the respective times of their Examination before me on the Part of the Defendant in a Cause now depending in the Hönble the Mayors Court at Madraspatnam wherein John De Fries John Balfour & Robert Ewing are Complainants and George Smith is Defendant on the 19th and 21st Day of March Anno Domini 1781 —

Richd Dighton
Exam.

This Exhibit Marked B was shown to Samuel Johnson Morgan Williams & John Douglas at the respective times of their Examination before me on the part of the Defendant in a Cause now depending in the Hönble the Mayors Court at Madraspatnam wherein John De Fries John Balfour and Robert Ewing are Complainants and George Smith is Defendant on the 19th & 21st Days of March Anno Domini 1781 —

Richd Dighton
Exam.

George Smith Esqr
Dear Sir

Vizagapatam 18th Sept 1776

I Wish you last Night and now have the Pleasure to inform you I have a set Bill of Lading for four hundred and fifty Bales of Cotton Wagers for your Account and Risque on the Ship Commodore John Howe, bound for Batavia, the Amt. whereof is 42211. 5. 7 — you will please observe that the only difference between this & the Amt of the Invoice of Goods Vizagapatam is 66 Rupees 5 Fanams your Credit for the 450 Bales of Cotton and additional Freight of the 50 Bales to Pondicherry —

Out of the 450 Bales of Vizagapatam Cotton Packages I have much Damages to be Rendered unfit for Sale there are 150 Bales with Salt Water but not Damaged except that they must be rewashed 25 Bales are Stained Red Black & Blue which Stains cannot be taken off in this sort — 12 or 15 are Lost of

Bales Damaged

To Mr Geo. Smith

Sir

I am directed by the Committee of the late United Company of Insurers to apply to you for a particular account of the loss said to be sustained on the Goods & Merchandize Shipped on the Snow Vizagapatam from Vizagapatam to Pondichery. The Committee are now Settling all their Business who beg the favor of Mr Smith to send in his Account in the course of Month.

Fort St. George
17th Augt 1778.

I am Sir
Your very Obt Servt
Chas. Bromly
Secry

17th Augt 1778
Mr Bromly's Letter
Demanding the Account Part. of the
Snow Vizagapatam
In the Honble the Mayor's Court at Madraspatnam
Between John De Fries John Balfour and Robt Ewing
Complainants and George Smith Defendant
Exhibit D on the Part of the Dft
Popham Atty for Dft
This Exhibit Marked D was shown to Charles Bromley and John
Charles Barholomew at the Respective times of their Re-

before me on the Part of the Defendant in a Cause now Depending in the Honble the Mayor's Court at Madraspatnam wherein John De Fries John Balfour and Robert Ewing are Complainants & George Smith is Defendant on the 25th April & 10th July Anno Domini 1781.

Richd Deighton
Exam.

Mr Charles Bromley
Secretary to the Madras Assce Co.

Sir

In Conformity to the Desire of the Gentlemen of Committee of Your Company I now send you for their Consideration my account with the former Company with which they Stand Connected, and also my account with the Present Madras Assurance Co. all which I hope will be found Right and Satisfactory. The Vouchers for my Several Claims on the Companys No. 1, 2 & 3 I have Delivered you a long time ago. Herewith accompanies a Certificate from Mr De Sarche of the quality of the Goods Damaged on the Vizagapatam Snow & Received by Sem & Hector & Elizabeth which will I Hope prove Satisfactory, to which Mr Johnson's Declaration with you is Corroborating.

You will observe that I charge an Interest for my Claims on the first & Second Companies for 3 years which I flatter myself the Committee will not deem unreasonable most of these Claims being of Six to Seven years Standing tho' I have often represented my Loses and Demanded payment of them.

In your Letter of the 30th June you inform me that the

Comrs. are willing to submit my Claims to Arbitration, to which I do agree aware to all Litigation, and moreover being Desirous finally to adjust and Settle the Account, but having a Claim on their Company which I judge my self to be justly entitled to, & from which I cannot recede, I am of opinion it not reasonable to call on me for the Payment of such Ballance as may ows to them, at the time that my Demand on the does far Excede those Ballances, I wish to have this Account finally Settled and then I shall pay or Receive according to the Award which may be given thereupon.

Fort St George
31st August 1773

I am &c

Your Mo Obt Servt

Mr George Smiths Letter to Mr Chas Bromley Acy to the Insurance Compy dated 31st August 1778

In the Honble the Mayors Court at Madraspatnam

Between John De Fries John Balfour and Robert Ewing Complainants and George Smith Defendant

Exhibit E on the Part of the Defendant

Bonham
Atty for the Deft

This Exhibit Marked E was Shown to Charles Bromley & John Charles Barthelona at the respective times of their Examination for & on the part of the Defendant in a Cause now

the Mayors Court at Madraspatnam wherein John De Fries John Balfour and Robert Ewing are Complainants and George Smith is Defendant on the 24th April & 10th July Anno Domini 1781.

Richd Dighton
Exam.

Mayors Court at Madraspatnam

Between John De Fries John Balfour and Robert Ewing Complainants and George Smith Defendant.

On the Part of the Defendant.

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

Samuel Johnson Esq. in the Service of the Honble the United Company of Merchants of England trading to the East Indies aged 41 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the 19th Day of March 1783 Signified at the Office of Mr John Sykes who is Attorney for the Complainants by Burnasing my Servant who also left them a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st. To the first Interrogatory this Deponent Saith he doth know the Complainant John De Fries in this Cause and that he Saith he known him twenty Six Years or thereabouts and he doth know the Complainant John Balfour in this Cause in this Cause and that he hath he known him for some years but he doth not recollect how may and he doth know the Complainant Robert Ewing in the Cause and

that he hath so known them about two or three years — and he doth know the Defendant George Smith in this Cause and that he hath so known him twelve years or thereabouts — and more saith not to this Interrogatory —

2d. To the Second Interrogatory this Deponent saith that he was at Vizagapatam during the Months of August and September in the year of our Lord One thousand seven hundred and seventy-five and he doth know that there were some Bales of Cloth shipped on Board the Snow Vizagapatam whereof Thomas Walsh was Commander for the Defendant in this Interrogatory named but this Deponent saith that he doth not know the Number of said Bales or their value but he believes the management of all the Concerns of the said Ship entirely to Mr. John Douglas in whom a Military was appointed he had perfect confidence and to the best of his recollection the said Vizagapatam did sail from the Road of Vizagapatam some time in the Month of September and in good Condition and that she was soon after in a very leaky Condition and that there was application made to the Commander of the Resource to assist in taking out said Ship and in attending the same but to what Number or what Value he doth not recollect or what Expences attended the same and this Deponent makes no doubt but that every necessary precaution and Care was taken by Mr. John Douglas for the Benefit and Interest of the Owners and this Deponent saith from producing and shewing to him at the time of his Examination the Letter Marked A B & C purporting to be Letters from Saml Johnson to the Commander of the Ship and that the Words Saml Johnson

of the said Letters respectively are of this Deponents own hand Writing — and more saith not to this or the last Interrogatory —

Richd Dighton
Exam.r

Saml Johnson

Mayors Court at Madraspatnam

Between John De Fries John Balfour and Robert Ewing Complainants and George Smith Defendant —

On the Part of the Defendant —

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

Morgan Williams Esq.r in the Service of the Honble the United Company of Merchants of England trading to the East Indies Aged 39 years or thereabouts — being produced as Witness in this Cause on the Part of the Defendant was on the 19.th Day of March 1781 Sworn at the Office of Mr. John Sykes who is Attorney for the Complainants by Burnaby 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 he doth know the Complainant John De Fries in this Cause by sight but he doth not know the Complainant John Balfour in this Cause and he doth know the Complainant Robert Ewing in this Cause and that he hath so known him three Months or thereabouts — and he doth know the Defendant George Smith in this Cause only by having Corresponded with him — and more saith not to this Interrogatory —

2nd

2.d

To the Second Interrogatory this Deponent Saith that he was at Vizagapatam all the year of Our Lord One Thousand Seven Hundred and Seventy Six and this Deponent Saith that he doth know that the Ship Vizagapatam whereof Thomas Walsh was Commander Came to an Anchor before this Deponent Between about Two Hundred and Sixty Eight and Seventy Six Leagues Distant or Southerly from Bengal and Subscribes on Examination for the Defendant in their Interrogatories named by Mess.rs Johnson Turing and Williams, and that Samuel Johnson Esq.r was the Owner or Principal Person in the Concern and of Course can give an exact account of the Number of Bales and their value than this Deponent possibly can but this Deponent believes she did not sail from Vizagapatam about the 5.th of September One Thousand Seven Hundred and Seventy Six in good Condition and fit for Sea and bound for Pondicherry and this Deponent believes she might have returned in about four or five Days after she set Sailes from Vizagapatam as she was only four days about the said Voyage was reported to be exceedingly Leaky and this Deponent from the Account he have believes she was near Sinking and this Deponent Saith that he knows and believes that the Owners of the Revenge was applied to and desired to assist in taking off the Bales and Loading them on Board the Revenge and the same was done but whether the whole or part this Deponent doth not know or what expence attended the same this Deponent doth not Recollect and this Deponent thinks it was more to the Interest of the Concerned to send the Bales to Pondicherry on the Revenge than to keep them at Vizagapatam as it would be the loss of the Interest on the Amount and as the

very bad Repair and it was a great Doubt with this Deponent whether she could have been Repaired to have Sailed from Vizagapatam in the Month of March on Account of the Owners bad Circumstances and this Deponent saith / on Producing and Shewing to him at this the time of his Examination the Papers Writing marked Respectively with the Letters A B & C and purporting to be a Letters from Samuel Johnson to the above named Defendant / that the Words Sam.l Johnson set and Subscribed at the foot of the said Letters are of the proper Hand Writing of the said Samuel Johnson — and more Saith not to this or the last Interrogatory —

Rich.d Dighton — Mr.n Williams

Exam.r

Mayors Court at Madraspatnam —

Between John De Fries John Balfour and Robert Ewing Complainants and George Smith Defendant. —

On the Part of the Defendant.

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

John Douglas of Madras Merchant aged 51 years or thereabouts — being produced as a Witness in this Cause on the part of the Defendant was on the 31.st Day of March 1781. Sworn at the Office of Mr. John Sykes who is Attorney for the Complainants by Examining my Servant who also Left from 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.st

1st To the first Interrogatory this Deponent saith he doth know the Complainant John De Tres in this Cause and that he hath so known him twelve years or thereabouts - and he doth know the Complainants John Balfour and Robert Every in this Cause and that he hath so known them three years or thereabouts - and he doth know the Defendant George Smith in this Cause and that he hath so known him twelve years or thereabouts - and more saith not to this Interrogatory

2d To the second Interrogatory this Deponent saith that he was at Vizagapatam in the Months of August and September in the year of Our Lord One thousand Seven hundred and Seventy six and this Deponent saith that there was loaded on board the Ship Vizagapatam whereof Thomas Walsh was Master four hundred and Sixty Bales of Goods the Property of the Defendant in the Interrogatories named and said Goods Consisted of long Cloth middling and Ordinary and that the said Defendant was Charged thirty Six thousand four hundred and Twenty One Pagodas five fanams and Seventy Nine Cash for said Goods and the said Vizagapatam did Sail from the Roads of Vizagapatam some time on or about the fifth Day of September bound for Pondicherry and this Deponent believes according to the Report of the Captain of said Vessell that She was in Warrick and Most Condition and fit for Sea and said Vessell this Deponent saith did return to Vizagapatam and he believes it was on or about the tenth Day of the Month of September after having met with bad Weather

and she was reported to be very leaky and make Water fast and this Deponent saith there was application made to the Commander of the Vessell called the Revenge then lying in the Roads of Vizagapatam to assist in taking said Bales out of said Snow Vizagapatam and in loading the same on Board the said Vessell called the Revenge and that said Bales were taken on Shore and unpacked and washed with a View to save them as much as possible from Damage but what Number were so taken on Shore this Deponent doth not Recollect and said Bales were repacked and put on board the Revenge and this Deponent believes the Expence attending the same was about three hundred and Eighty Pagodas twenty eight fanams and this Deponent certainly thought it more for the advantage of the Concerned that said Bales should be so kept on Board the Revenge for Pondicherry than to Remain at that advanced Season of the year at Vizagapatam and on Producing and Shewing to this Deponent at this the time of his Examination the Paper Writings Marked respectively with the Letters A B C and purporting to be Letters from the said Samel Johnson to the Defendant named in these Interrogatories this Deponent saith that the words Samel Johnson so subscribed thereto are of the proper hand Writing of the said Samuel Johnson and that the Contents of said three Papers were Written by this Deponent - and more saith not to this or the last Interrogatory -

Richd Deighton

John Douglas

Mayors Court at Madraspatnam Belwear John De Frue John Balfour and Robert Ewing Complainants and George Smith Defendant

On the Part of the Defendant

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

Charles Bromley Attorney in the Kings the Mayors Court aged 33 yrs or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 10th Day of July 1781 Sworn at the Office of Mr Parker Agent who is Attorney for the Complainants by Examining 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 Deponth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant John De Frue in this Cause and that he hath so known him Nineteen years or thereabouts — and he doth know the Complainant John Balfour in this Cause and that he hath so known him Seven years or thereabouts — and he doth know the Complainant Robert Ewing in this Cause and that he hath so known him five years or thereabouts — and he doth also know the Defendant George Smith in this Cause and that he hath so known him Sixteen years or thereabouts — and more saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith that he was Secretary to a Society of Masons Seamen which has since been Dissolved and this Deponent saith that he did [illegible]

some Demands on the said Society and laid his Accounts before them and he believes some time in the year of Our Lord One Thousand Seven hundred and Seventy Eight and this Deponent saith that the Paper Writing marked D now produced and shown to him at this the time of his Examination and purporting to be a Letter from him to the said Defendant is of his own Proper hand Writing and Written by him in his Official Capacity of Secretary to the said Society of Seamen and this Deponent saith on producing to him at this the time of his Examination the Paper Writing Marked E that he is acquainted with the Hand Writing of the said Defendant and that the Paper Writing Marked E is of the hand Writing of the said Defendant and this Deponent saith at present he doth not Recollect whether he ever Receive such a Letter or Answer to the Letter Marked D but in all probability a Copy of it must have been Received but as to the Sum and Substance thereof as to the Vouchers one two & three and the Substance of the Declaration of Mr Johnson this Deponent doth not Recollect as he is not in possession thereof and more saith not to this or the last Interrogatory

Richd Dighton Examr

Chas Bromley

Mayors Court at Madraspatnam Between John De Fries John Balfour and Robert Ewing Compts and George Smith Defendt

On the Part of the Defendant

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

Charles Bromley Attorney in the Kings Mayors Court aged 40 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendt was on the 10th Day of July 1781 Sworn at the Office of Mr Johnson who is Attorney for the Complainants by Desiring my Servant who also Swore him as 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 John De Fries in this Cause and that he hath so known him Nineteen years or thereabouts — and he doth know the Complainant John Balfour in this Cause and that he hath so known him Seven years or thereabouts — and he doth know the Complainant Robert Ewing in this Cause and that he hath so known him five years or thereabouts — and he doth also know the Defendant George Smith in this Cause and that he hath so known him Twelve years or thereabouts — and more saith not to this Interrogatory

3d To the third Interrogatory this Deponent saith that he was Secretary to a Society of Madras Insurers which has since been Dissolved and this Deponent saith [illegible]

some Demands on the said Society and laid his accounts before them and he believes some time in the year of Our Lord One Thousand Seven hundred and Seventy Eight and this Deponent saith that the Paper Writing marked D now produced and shown to him at this the time of his Examination and purporting to be a Letter from him to the said Defendant is of his own Proper hand Writing and Written by him in his Official Capacity of Secretary to the said Society of Insurers and this Deponent saith on producing to him at this the time of his Examination the Paper Writing Marked E that he is acquainted with the Hand Writing of the said Defendant and that the Paper Writing Marked E is of the hand Writing of the said Defendant and this Deponent saith at present he doth not recollect whether he ever Received such a Letter in answer to the Letter Marked D but in all probability a Copy of it must have been Received but as to the Sum and Substance thereof as to the Vouchers one two & three and the substance of the Declaration of Mr Johnson this Deponent doth not Recollect as he is not in possession thereof and more saith not to this or the last Interrogatory

Richd Dighton Exam[r]

Chas Bromley

Mayors Court at Madraspatnam

Between John De Ins—
John Balfour and Robert Ewing
Compltnants and George Smith
Defendant

On the Part of the Defendant—

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

John Charles Bartholomew of Madras Merchant aged 32 years thereabouts being produced as a Witness in this Cause on the Part of the Defendt was on the 24th Day of April 1781 Sworn at the Office of Mr John Taylor who is Attorney for the Compltnants by Examining my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and after wards on the same day being Sworn and Examined Deposeth as followeth—

1st To the first Interrogatory this Deponent saith that he doth know the Compltenants John De Ins John Balfour and Robert Ewing in the Cause and that he hath so known him five years or thereabouts and more saith not to this Interrogatory—

2d To the fourth Interrogatory this Deponent saith that he is acquainted with the Character of hand Writing of the Defendt in these Interrogatorys names and on producing and Shewing to him the Papers writing marked D and E at the time of his Examination this Deponent saith that the Paper Writing Marked D and purporting to be the Original Letter of Charles Bromley late Secretary to the Madras Insurance Society as of the Signature or Form of said Charles Bromley and he verily believes the Contents of the said Letter are of the Hand Writing of

the said Charles Bromley and that the Paper Writing marked E and purporting to be the Draft of a Letter written by the Defendant in these Interrogatories named by way of Answer to said Letter marked D is of the Proper hand Writing of the said Defendant and this Deponent saith he did live with the said Defendant in the Month of August in the year of our Lord One Thousand Seven hundred and Seventy eight as Clerk to the said Defendant and that he had the management of a great part of the said Defendants Concerns in the Mercantile way and that the Endorsement Written on the said Paper Writing Marked E is of this Deponents own proper hand Writing and this Deponent saith the Defendant did send a Letter of the same purport as the said Paper marked E unto the said Charles Bromley as an Answer to the said Charles Bromley's Letter Marked D and more saith not to this Interrogatory—

To the last Interrogatory this Deponent saith that he believes the Loss which the Defendant has claimed in said Insurance he actually hath suffered and more saith not to this Interrogatory—

Richd Deighton
Exam.t

J. C. Bartholomay

In the Name of God Amen George Smith on Account
of Mons. Delarche of Pondichery as well in his own Name as for
and in the Name and Names of all and every other Person or Persons
to whom the same doth, may or shall appertain, in part or all,
doth make Assurance and Causeth him and them, and every of them
to be insured, lost or not lost at and from Vizagapatam to Pondichery
upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery,
Boat, and other furniture, also the Goods and Merchandizes of and in
the good Ship or Vessell called the Vizagapatam Snow Burthen
Tons, or thereabouts, whereof is master under
God, for this Present Voyage Thomas Welch or whosoever else shall
go for Master in the said Snow or by whatsoever other Name or
Names the said Snow or the Master thereof is or shall be named
or called, Beginning the adventure upon the said Body
Goods and Merchandizes whatsoever from and immediately follow-
ing the Loading thereof on Board the said Snow and so
continue and endure until the said Snow with all her Tackle
Apparel, Ordnance Munition, Artillery, Boat and other Furniture
also her Goods and Merchandizes shall be arrived at Pondichery
aforesaid and the same be safely Returned from on Board
of her. And it shall be Lawful for the said Snow in this
Voyage to proceed and sail to, and touch and stay at, Ports and
Places whatsoever for necessary Refreshments or Repairs without
prejudice to this Insurance. The said Snow and the Goods and
Merchandizes laden thereon for so much as concerns the
Assured, are and shall be valued and

at Twenty Eight Thousand Star Pagodas / Pas 28000 / touching
the adventures and Perils which we the Assurers are contented to bear,
and do take upon us in this Voyage, they are of the Seas, Men of
War, Fire, Enemies, Pirates, Rovers, Thieves, Jettizons, Letters of
Mart and Counter Mart, Surprisals, Takings at Sea, Arrests,
Restraints and Detainments of all Kings, Princes and People, of what
Nation, Condition or Quality soever, Barratry of the Master and
Mariners, and of all other Perils, Losses and Misfortunes, that have or
shall come to the hurt, Detriment or Damage of the said Snow
and Her Cargo or any part thereof. And in case of any Loss or
Misfortune, it shall be Lawful for the Assureds, their Factors, Servants
and Assigns, to sue, labour and travel for, in and about the Defence,
Safeguard and Recovery of the said Snow and Her Cargo, or any part
thereof, without Prejudice to this Insurance, to the Charges whereof
We the Assurers will Contribute. And it is agreed by us the Assurers
that this Writinger Policy of Insurance made in London. And so We
the Assurers are Contented and do Hereby Promise and bind ourselves
our Heirs, Executors, Goods and Chattels, to the Assureds, their Executors,
Administrators and Assigns, for the true Performance of the Premises.
Confessing ourselves paid the Consideration due unto us for this
Assurance at and after the Rate of Two Pagodas per Cent. And
further We the Assurers Do Hereby Covenant, Promise and
Agree and Oblige ourselves, Our Heirs, Executors, Goods and Chattels in
Case of the Loss happening (which God forbid) to Satisfy and pay
the Sum of Money, by us so Assured upon the Abatement of Two
per Cent and no more, Provided always that we pay the
Money

Money to apears at the Expiration of Months after proper Notice thereof being given to the Apurers Thereof no abatement whatever to be made but to Pay the full Sum, any use or Custom to the Contrary notwithstanding. In Witness whereof We the Apurers have Subscribed Our Names in Fort St. George 19th September 1776.

N.B. Fourteen Days are allowed to land the Property after the Ships Arrival.

An Exception is hereby Declared against any Hostilities that may be Committed by any of the European Powers, which risk is to be born by the Apurers their Heirs or their Assigns.

Vessell and freight free from Average under Five per Cent. but General or the Vessell be Stranded.

Ships Provisions of all kinds are Warranted free from average unless General, or the Ships be Stranded. Salt, Sugar, Jaggry, Rice and Seed are Warranted free from Average under Ten per Cent. and all other Goods free of Average under five per Cent and all other free of Average under Three per Cent, unless General or the Ship be Stranded.

N.B. This Policy is on Goods & Merchandize only.

A Hone
Andrew Mayendie
Belling & de Fries
} For the Society of Mad. Insurers

Ex.d 6. B. Secy

I hereby declare this Policy to be on Account of Mr. [illegible] & Co.y Madras 18th September 1776

Dated 18th Septemr 1776 Policy of Insurance
On the Expectation Expectation to Coromandel
Capt. [illegible] 360.
Polly

Mayors Court at Madraspatnam } { Saturday the 20th Day of October Anno Domini 1781.

Present

Mr. William Webb next Senior Alderman
Thomas Cooper and Robert Hughes Aldermen

Between John De Fries John Balfour and Robert Ewing Fort Saint George Merchants agents or Attorneys for the Society of Madras Insurers Complainants and George Smith of the same place Merchant 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 an Account Current Annexed, the Defendants Answer with an Account Current Annexed, the Amended Replication, the Rejoinder with Copy of a Policy of Insurance Annexed, the Interrogatories on the part of the Complainants with an Exhibit Marked A Annexed, One Deposition taken thereunto, the Interrogatories on the part of the Defendant with Exhibit Marked A A Annexed. Exceptions of the Complainants to the Interrogatories to and the Deposition of Alexander Dearsley. On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon the Court are

of Opinion that the Exceptions are good and sufficient — It is therefore Ordered that the Interrogatories to and the Depositions of Alexander DeLarche and Henry DeRoy as also the Exhibit marked A. with a Translate A. N.º 2 be thrown out with Costs to be paid by the Defendant — Additional Interrogatories and Depositions on the part of the Defendant with five Exhibits annexed — One Exhibit on the part of the Complainants — This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainants the full and Just Sum of Five Thousand three Hundred and fifteen Pagodas Nine fanams and thirty Cash / Pags. 2315. 9. 30. / together with all such Interest as now is or shall hereafter become due thereon until Payment is made also all Costs of this Suit

J Cur

Court of Appeals
at
Madras Fort Saint George } ss

Thurs the 15th March Anno Domini 1781

Between George Smith of St Saint George Merchant Appellant and John De Fries John Balfour and Robert Ewing of the same place Merchants agents or Attorneys for the Society of Madras Insurers Respondents —

This Cause coming on this Day 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 20th of October Anno Domini 1781 together with the Deposition of Alexander De Larche adjudged both in the Honble the Mayors Court and in this Court to be exceptionable and not proper to be admitted in Evidence upon due Consideration had of the Matters severally contained in the said Appeal and Answer and the Several Exhibits of the said Mayors Court together with the said Decree of the said Court 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 Decree of the Honble the Mayors Court Dated the 20th Day of October Anno Domini 1781 do Stand affirmed and that the Appellants Petition be hence Dismissed with Costs —

J Cur
Chas Freeman
Ch.

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Filed 17th February 1784

To the Honble the Mayors

Court at Madraspatnam

Humbly Complaining Sheweth unto the Honble Court your Orator William Fox of Madras Inhabitant that Thomas Witham also of the same place Inhabitant stands Indebted unto your Orator in the full and just Sum of Seventy three Pagodas and Twelve fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty Nine Pounds Six Shillings and two Pence or thereabouts as will more fully at large appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which prayed by your Orator to be taken as part of this his Bill of Complaint the Original whereof is in your Orator's Custody and ready to be produced to this Honble Court when required and your Orator further Sheweth unto this Honble Court that he hath often and in a friendly manner requested payment of the said Sum of Seventy three Pagodas and Twelve fanams

But now so it is and may it please this Honble Court the said Thomas Witham obstinately and wilfully refuses pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator prays a General Relief and as to this Honble Court shall appear agreeable to Equity and good Conscience To the end therefore that the said Thomas Witham may upon his Corporal Oath full true

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Answer make to all and Singular the Matters and things herein before Setforth and Allidged, as fully, truly and Effectually, to all intents and purposes as if the same were hereagain repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Seventy three Pagodas and Twelve fanams with all such Interest as now is or shall hereafter become due thereon also Costs of the Suit.

May it Please this Honble Court to Cause the said Thomas Witham 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.

Popham

Atty for the Compt

Cr

1783		Pags.	Fs.
Decr.	24th By 13 Jean Chetty Slaves @ 20 Pags p Jean	260	
	11 Jean Bandy & 1 Girl @ 15 Pags p Jean	170	
	Ballance due	73	12

Laus Deo

Pagodas 503 12

Madras 18th August 1780

Errors excepted

Thomas Feltham

Dr Thomas Feltham in Account Current with Naragery Vencatahistnarma Naick

		Pags.	Fs.
1783			
Decr.	To account for Sundry Goods Delivered as		
	per Assignment	70	
	To Ballance of Account Current Pags	12	23
	To 1 Gold Chain wt	2	32
	To 1 Pair Gold Bracelets wt	1	32
	To 1 Pair Gold Ear Rings wt	1	32
	To 1 Gold Ring wt		16

Seven Your Orator went and Stopt the funeral of the Corps of the said Naragery Vencatakistnama Naick when the said Paucala Vencata Sawmy did promise and undertake to and with your Orator to pay and Discharge the said Debt due by his Father unto your Orator which your Orator expressly charges to be sufficient according to the Laws and Customs of the Indian Natives to Vnder him the said Paucala Vencata Sawmy Responsible unto your Orator for the said Debt in the said manner as the said Naragery Vencata Kistnama Naick was or could be in his life time and your Orator further Sheweth that the said Paucala Vencata Sawmy is answerable to and become Indebted unto Your Orator for the said Sum because Paucala Vencata Sawmy Is now Possess himself of all the Estate both Real and Personal of or belonging to the said Naragery Vencata Kistnama Naick Deceased in his life time and whereas your Orator hath frequently and in an Amicable manner Requested payment from the said Paucala Vencata Sawmy of the said Sum of One Hundred and thirty two Pagodas Nine fanams and fifty four Cash

But now so it is May it Please this Honble Court the said Paucala Vencata Sawmy obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises under Colour of diverse frivolous and Evasive pretences

Whereas your Orator doth expressly Charge that he the said Paucala Vencata Sawmy ought to pay the said Sum of One Hundred and thirty two Pagodas nine fanams and fifty four Cash unto your Orator by reason of the Solemn Obligation or Promise made by

the said Paucala Vencata Sawmy at the funeral of his said father the Deceased which promise are always held saved and binding among the Indian Natives and sufficient to Vnder the Party so promising Responsible for the Debt of the Deceased and further your Orator chargeth that the said Paucala Vencata Sawmy is moreover become Responsible for the said Debt because he has Possessed himself of all the Estate both Real and personal of or belonging to the said Deceased 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 Paucala Vencata Sawmy may upon his Corporal Oath full 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 One Hundred and thirty two Pagodas Nine fanams and fifty four 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 Paucala Vencata Sawmy 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

Further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

August 27th 1780.

This Bill was sworn to the between the Days of Adjournment as a Summons ffiat returnable next Court Day.

Edwd Jno Hollond
Mayor

H Z DuRuz
Atty Compt

Dr { Pauda Ducata Sawny Son and Heir of Sarg Devi } Cr
Late of Chunar with Madrapatam

1769							
Dec.	31	By Cash Received in part			100.	.	.
1771		By 10 Cwight Shawls			20.	.	.
		By Cash			80.	.	.
Nov.	16	By 25 Yards of Gold Tape			24.	7.	20.
		By 66 Do of Silver Do			33.	.	.
		By 19 Dozen of Gold Buttons			9.	6.	60.
		By Cash			30.	.	.
1776	9	By Interest the following sums from Date			216.	11.	50.
April	25	By Interest the following sums from Date to this Day at 9 per Annum					
		On Pay'd 120. for 7 Yrs 11 Ms 15 Ds	15.	17.	6.		
		116. 11. 5d. 6 . 9	62.	32.	5d.		
		30. . 1. 2. 19	5.	17.	11d.		
						153.	33. 1.
		By Balance				116.	11. 5d.
						10.	4. 2.
					Pagodas	516.	32. 8d.
		By Balance Due					132. 9. 5d.
					Pagodas	132.	9. 5d.

Errors excepted
Fort Saint George 30th April 1780. E.E.

To all People to whom these Presents shall come Greeting

Whereas Pancala Vencata Sawmy in and by an Account Current bearing date the Eleventh day of April in the Present year of Our Lord One Thousand Seven Hundred and Eighty Nands Indebted unto Madrapachom Audy Narrain Chitty in the Sum of One Hundred and Fifty two Pagodas Nine fanams and forty four Cash Current Money of Madras Now Know Ye that the said Madrapachom Audy Narrain Chitty for a Valuable consideration to him in hand paid by Narcejus Rodrigues of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Madrapachom Audy Narrain Chitty doth hereby acknowledge he the said Madrapachom Audy Narrain Chitty Hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Narcejus Rodrigues the said Account Current and the Money or Amount Principal and Interest thereupon due and Owing and which may become due thereon and all his right Interest of in and to the same and every part thereof and he the said Madrapachom Audy Narrain Chitty for the Consideration aforesaid hath made Constituted and appointed and by these Presents doth make Constitute and Appoint the said Narcejus Rodrigues his Executors and Administrators his true and Lawfull Attorney and Attorneys Irrevocable for him and his Name and in the Name and Names of his Executors and Administrators but for his Sole and proper use and benefit of the said Narcejus Rodrigues his Executors Administrators

and Assigns of the said Pancala Vencata Sawmy his Heirs Executors and Administrators the Money due or to become due on the said Account Current and on non payment thereof he the said Narcejus Rodrigues his Heirs Executors and Administrators to sue for and Recover the same and on payment thereof to Deliver up the said Account Current and give sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him to Constitute and substitute the said Narcejus Rodrigues or his Attorney or Attornies under him shall Lawfully do in the Premises the said Madarapachom Audy Narrain Chitty doth hereby allow and affirm and the said Madarapachom Audy Narrain Chitty doth Covenant with the said Narcejus Rodrigues that he the said Madrapachom Audy Narrain Chitty hath not Received nor will Receive the said Money due or to becorne 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 Lawful proceedings for the Recovery thereof he the said Narcejus Rodrigues, saving the said Madrapachom Audy Narrain Chitty harmless of and from any Costs that may happen to him thereby

In Witness whereof the said Madrapachom Audy Narrain Chitty hath hereunto set his Hand and Seal in Madras this Tenth day of August in this present year of Our Lord One Thousand Seven hundred and Eighty

Audy Narrain Chitty (L.S.)

Signed Sealed and delivered where no Stamps Paper is to be had in the presence of

Gopaulia Narrain Chitty

Free Copy

W Dudley

all Compl

Mayor's Court at Madraspatnam } Tuesday the 30th Day of March Anno Domini

Present

John Menzies Esquire Mayor
Edward Garrow and Robert Ewing
Aldermen

Between Madrapatnam Cuddy Narrain Chitty by his Attorney Narcejus Rodrigues of Madras Inhabitant Appellant and Paucala Venkata Sawroy and Paucala Venkata Sawroy Son and Heir of Narayen Reshumma Hauck Deceased Defendant

It Appearing by the Records of this Court that the Usual Writs have issued for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Hundred and Fifty two Pagodas Nine fanams and fifty four Cash Pags 152.9.54 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

pCur

Court of Appeals at Madraspatnam } Thursday the 5th August Anno Domini 1784

Between Paucala Venkata Sawroy of Madras Inhabitant Appellant and Madrapachum Cuddy Narrain Chitty by his Attorney Narcejus Rodrigues 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 30th Day of March Anno Domini 1784 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 aforesaid Decree of the Honble the Mayors Court do Stand affirmed and that the Appellants Petition be Hence Dismissed with Costs

pCur

Chas Freeman Clk

Filed 17th February 1781

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Moolall Chitty of Madras Inhabitant by his Attorney
Mathias Talley of Fort Saint George Inhabitant that Poncallah
Veeragava Naick of the same place Inhabitant Stands well and
truly Indebted unto Your Orator in the just Sum of Twenty eight
Pagodas and Twenty five fanams Current Money of Madras
at the Rate of Eight Shillings for every Pagoda the Sum of Eleven Pounds
Nine Shillings & Fourpence Sterling Money of Great Britain
will more fully and at large appear by the Copies of an Account bond
and an Assignment hereunto Annexed for the Inspection of the
Honble Court and which your Orator prays may be admitted as
of this his Bill of Complaint the Original whereof 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 Twenty eight Pagodas and Twenty five fanams
from the said Poncallah Veeragava Naick

But now so it is and may it Please the
Honble Court the said Poncallah Veeragava Naick Obstinately
and Wilfully refuses to pay the same or to give your Orator any
Satisfaction touching the Premises your Orator by his said Attorney
therefore prays a general Relief such as to this Honble Court shall
appear agreeable to Equity and good Conscience To the End
therefore

Therefore that the said Poncallah Veeragava Naick may upon his
Corporal Oath full true Direct and Perfect Answer make to all and
Singular the Matters and things herein before Set forth and alledged
as fully truly and effectually to all Intents and purposes as if the same
were here again Repeated and particularly interrogated and that he
may be Decreed to pay unto your Orator the aforesaid Sum of Twenty
Eight Pagodas and Twenty five fanams with all Interest that is now
due or shall hereafter become due thereon and all Costs of this Suit
May it Please this Honble Court to cause the said
Poncallah Veeragava 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
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 Honble Court shall seem Meet

Peter Walker
Attorney for Complaint

Dr. Poncallah Veragava Naick in account Current with Mootall Chitty

1783 Oct.	To Balance as per Bond	A. 29.	6		1783 Oct.	By Cash Account in part	5. 12.
	To Interest on Pags. 28 from 1st Nov. 1782 to 31st Oct. 1783 at 2 per Cent.	29.	22	4½		By Interest on Pags. 28 from 1st Nov. 1782 to 31st Oct. 1783 at 2 per Cent.	5. 12.
	To Interest on Pags. 28 from 31st Oct. 1783 to 30th June 1784 at 2 per Cent.	28.	30	3½		By Balance as per Bond	28. 22. 4½
					1784 June	By Balance as per Account Current	2. 14. 4½
		Pags.	33	33.			Pags. 33. 33.

Port St. George 30th June 1784

E. E. & Co.

Errors excepted

Poncallah Veragava Naick of Madras Inhabitant stands

To all People to whom These Presents shall come Greeting—

Whereas Poncallah Veragava Naick of Madras Inhabitant stands justly and truly Indebted unto me Mootall Chitty in the full and just Sum of Twenty eight Pagodas and Twenty five fanams Current Money of Madras with Interest from first November One Thousand seven hundred and Eighty two as will more fully appear by Copy of an account Current hereunto annexed and Signed By Me the said Mootall Chitty—

Now Know Ye that I the said Mootall Chitty for a Valuable Consideration to Me in hand paid by Mathew Talley of Fort Saint George Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof is hereby acknowledged Have assigned and set over and by these Presents Do assign and set over unto the said Mathew Talley the said Debt and Interest so due and Owing as aforesaid and all and every Right and Interest in and to the same and every part thereof And for the Consideration aforesaid I the said Mootall Chitty Have made Constituted and appointed and by these Presents Do make Constitute and Appoint the said Mathew Talley his Executors and Administrators my true and Lawful Attorney and Attornies irrevocable for me and in my Name and in the Name and Names of my Executors and Administrators but for the Sole and proper use and benefit of the said Mathew Talley his Executors Administrators and Assigns to ask require Demand and Receive of the said Poncallah Veragava Naick his Heirs Executors and Administrators the Money so due as aforesaid and all Interest due and to grow due thereon And on non payment thereof

thereof he the said Mathua Talby his Heirs Executors and Administrators to sue for and Recover the same and on payment thereof to Give and give such Receipts and Discharge for the same as may be necessary or one or more Attorney or Attorneys under him to Constitute and whatever the said Mathua Talby or his Attorney or Attorneys under him shall Lawfully do in the Premises I the said Moolall Chitty do hereby Covenant with the said Mathua Talby that I the said Moolall Chitty have not Received nor will Receive the said Money due or to become due on the said Account Current or any part thereof neither shall nor will Release or Discharge the same or any part thereof but will own and allow of all Lawfull procedings for the Recovery thereof he the said Mathua Talby saving Me the said Moolall Chitty harmless of and from all Costs that may happen to me thereby In Witness whereof I the said Moolall Chitty have hereunto set my Hand this Fifteenth Day of February in the year of Our Lord One Thousand Seven Hundred and Eighty four.—

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

Mayors Court at Madraspatnam } { Tuesday the 30th Day of March Anno Domini 1784.—

Present

John Menzies Esquire Mayor
Edward Garrow and Robert Ewing
Aldermen

Between Moolall Chitty by his Attorney Mathua Talby of Fort Saint George Inhabitant Defendant and Concallah Veragavah Naick of Madras 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 Twenty eight Pagodas and Twenty five fanams / Pags 28. 25. / 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.—

J Cur

Filed 9th November 1782.

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Paul Benfield by his Attorney John Lewin of Madras
Esquire that Mathew Horne and Charles Edward Jones Merchants
unto your Orator in the full and just Sum of Twenty Six Thousand
five hundred and Seventy three Pagodas and fourteen fanams lawful
Money of Madras making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the Sum of Ten Thousand
Six hundred and Twenty Nine Pounds Six Shillings and Eight Pence
as by a Certain Bond Agreement and Account Current hereunto annexed
for the Inspection of this Honble Court may more fully appear to which
Originals whereof respectively an in your Orators Possession and ready
to be Produced if required And Whereas your Orator hath frequently
and in a friendly Manner requested the Payment of the said Sum of
Twenty Six Thousand five hundred and Seventy three Pagodas and
fourteen fanams

But now so it is and May it Please this Honble
Court the said Mathew Horne and Charles Edward Jones obstinately
and wilfully refuse to pay the same or to give your Orator any manner
of Satisfaction touching the Premises your Orator prays a General
Relief such as to this Honble Court shall appear agreable to Equity
and good Conscience To the End therefore that the said Mathew
Horne and Charles Edward Jones may upon their Answer thereto upon
Oath full true direct

the Matters and Things herein before Setforth and alledged as fully truly and
effectually to all intents and purposes as if the same were hereagain repeated
and particularly Interrogated and that they may be Decreed to pay
unto your Orator the aforesaid Sum of Twenty Six Thousand five
Hundred and Seventy three Pagodas and fourteen fanams with all such
Interest as now is or shall hereafter become due thereon also all Costs of
the Suit And that the said Mathew Horne and Charles Edward Jones
may be severally bound by the Decree of this Court each in the whole
Amount thereof

May it Please this Honble Court to Cause the said
Mathew Horne and Charles Edward Jones 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.

9th November 1782

This Bill was shewn to Me
between the days of Adjournment let
a Summons issue Returnable next
Court Day

Edw. Garrow
Mayor

Popham
Atty for Compt.

Know all Men by these Presents that We Mathew Horne Charles Edward Jones and Comaroo Moodeliar are held and firmly bound unto Paul Benfield in the Penal Sum of Sixty thousand Star Pagodas the payment whereof well and truly to be made to the said Paul Benfield his Heirs Executors Administrators or Assigns We do hereby bind ourselves our Heirs Executors and Administrators jointly by these Presents In Witness whereof We have hereunto set our Hands and Seals at St. George this twenty ninth Day of November in the year One Thousand Seven Hundred and Seventy Seven.

Whereas the above bound Mathew Horne, Charles Edward Jones and Comaroo Moodeliar have jointly borrowed and received of the above Paul Benfield the full and just Sum of thirty thousand Star Pagodas payable in three Years the first two years to bear no Interest and the third year to Run at Ten per Cent per Annum

Now the Condition of this Obligation is such, that if the above bound Mathew Horne Charles Edward Jones and Comaroo Moodeliar their Heirs, Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Paul Benfield his Heirs Executors Administrators or Assigns the full and just Sum of thirty thousand Star Pagodas above set forth 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 when no Stamp'd paper is to be had in the Country.

Mathew Horne

C E Jones

Geo. Maule

Cauveripatnam

I acknowledge that Comaroo Moodeliar hath cleared off and acquitted this Bond of one third of it's Amount being his part thereof and the same hath been included in his Account of Settlement of this Date, so that I have no further Claim for such one third part - Madras the fifteenth of April 1778.

Paul Benfield

Registered upon the Records of the Honble the Mayors Court at Madraspatnam this 9th Day of January 1781.

James Taylor

Regr.

Whereas Mathew Horne Charles Edward Jones and Comaroo Moodeliar in and by One Bond or Written Obligation bearing date at Fort St. George on the Twenty ninth day of November which was in the year of Our Lord One Thousand Seven hundred and Seventy Seven became jointly bound to Paul Benfield Esquire in the Penal Sum of Sixty thousand Pagodas Current Money of Madras Conditioned for the Payment of thirty Thousand Pagodas and Interest at a Day long since past as by the said Bond and Condition thereof may appear And Whereas there now remain due to the said Paul Benfield Esquire two thirds of the Principal Sum of the said Bond with the Interest arising thereupon one third part with Interest of the said one

third Part having been paid and Discharged by the said Comrs Now

Now Know all Men by these Presents that the said Paul Benfield Esquire for and in Consideration of the said Principal Sum of Four Thousand Pagodas with the Interest due thereupon to him in hand paid by John Turing Esquire of Fort Saint George the Receipt whereof the said Paul Benfield doth hereby acknowledge He the said Paul Benfield hath assigned and set over unto the said John Turing the said recited Bond or Obligation and the Monies thereupon due and owing and all his right and Interest thereof in and to the same and the said Paul Benfield for the Consideration aforesaid hath Ordained Constituted and Appointed and by these Presents doth Ordain Constitute and appoint the said John Turing his Executors Administrators his true and lawful Attorney and Attorneys irrevocable for him and in his Name and in the name and Names of his Executors Administrators but for the sole and proper use and Benefit of the said John Turing his Executors Administrators and assigns to ask demand and receive of the said Obligors or Parties in and to the said recited Bond and either of them their and either of their Executors and Administrators the Monies due on the said Bond or non payment thereof they and either of them their and either of Hers Executors and Administrators to sue for recover and have the same and on payment thereof to deliver up and Cancel the said Bond and give sufficient Releases and Discharges thereof and for the Attorney or Attorneys under him to Constitute and substitute

or Assigns shall Lawfully do in the Premises the said Paul Benfield doth hereby allow and Confirm. He or they saving the said Paul Benfield free and harmless from any Costs that may happen thereby and the said Paul Benfield doth Covenant with the said John Turing that he hath not received nor will receive the said Monies so due on the said Bond from the aforementioned Obligors or Parties in and to the said Bond or either of them or any part thereof being two thirds of the Principal Sum of the said Bond with the Interest arising thereupon as is before set forth neither shall or will Discharge the same or any part thereof but will own and allow of all lawful Proceedings for the Recovery thereof and the said Paul Benfield doth further Covenant with the said John Turing that there have not been any Accounts dealings or Transactions which can or ought in Law to stop the Payment of the said Monies so due from them the said Obligors or Parties in and to the said Bond or either of them to the said Paul Benfield under and by Virtue of the said Bond or Obligation so hereby assigned unto the said John Turing — In Witness whereof the said Paul Benfield Esquire hath hereunto set his hand and affixed his Seal at Fort Saint George this twenty fourth day of October One Thousand Seven Hundred and Eighty two

Signed Sealed & delivered where no Stampt Paper is to be had in the Presence of us

W. James

R. Turing

Paul Benfield (L.S.)

Mayors Court and Charles Edward Jones

Paul Benfield

Pagodas 13276.28.

Interest

Costs

Pagodas 13276.28.

Mayors Court at Madraspatnam

Tuesday the 3.d Day of August Anno Domini 1784.

Present

John Menzies Esquire Mayor

William Webb and George Savage

Aldermen

Between Paul Benfield by his Attorney John Taverner of Madras Esquire Complainant and Mathew Horne and Charles Edward Jones Defendants.

It Appearing by the Records of this Court that the space of Six Months / the time limitted by His Majestys Charter / is Elapsed since the Return of the Warrant of Sequestration issued against the Defendants Charles Edward Jones's Effects and that the Defendant Charles Edward Jones 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 Charles Edward Jones do pay unto the Complainant the full and just Sum of Thirteen thousand two hundred and Eighty Six Pagodas and twenty eight fanams — / Pags. 13276. 28. — / 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.

Our

Fobr 23d Octobr 1783

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaineng Sheweth unto this Honble
Your Orator Bourgiaudum Commaree Sauvy of Madras
Inhabitant Whereas your Orator in full faith and confidence
that Protection for himself Family and Property which every
Individual is Entitled unto under a British Government
Constantly resided within some of the Towns Forts Fact
Places immediately Subordinate to the Government for the
-ing unto the Honble United English East India Compy
the Presidency of Fort Saint George and within the Jurisdic
of this Honble Court during his whole life He Accordi
been Encouraged to Settle and Trade within the Gover
of the said English East India Company from a Just
Protection for themselves their Families and Property
all times Strictly Conforming themselves to the Sev
Regulations prescribed by the British Legislature a
way thing Demeaning themselves as good and Loy
Subjects of being useful in their Stations and also
themselves Entitles unto the like Administration
Justice with other Inhabitants resident within
Government or Presidency of Fort Saint Geo

Arbitrary Violence or Oppressions or for Security of their Property
required the interfence of Government on their behalf - your -
Orator further Sheweth unto this Honble Court that from the
Employment or Service which he your Orator was engaged in
as a Head Dubash it became necessary for him during the Year
of our Lord One Thousand Seven Hundred and Eighty Two - as
well as before that time to reside at Trichinopoly a Garrison
or Place within the Jurisdiction of this Honble Court and
Subordinate unto or under the Government of the Presidency of
Fort Saint George aforesaid belonging to the United Company
of Merchants of England trading to the East Indies - at which
Place your Orator with the greatest part of his Family lives
in good Credit and Repute in the highest Confidence with
and Estimation of the Europeans who Resides there as well as
Natives of the Country endeavouring to the utmost of his Power
to acquit himself Honestly and Properly in every matter -
Concern or Transaction wherein he was Employed your
Orator further Sheweth unto this Honble Court that notwith-
-standing such his Endeavours to Deserve a good Name and
the General Esteem and Reputation he had so acquired were
Matters of Publick Notoriety and universally known and
allowed by all Ranks and Degrees of People within the said
Garrison or Place of Trichinopoly as well as throughout the
Districts

District of the Unit & Presidency of Fort Saint George aforesd

Orator Sheweth unto this Hble Court that Eccles Nixon

Colonel in the Servi[illegible] United Merchants of

[illegible] and who during the year of

One Thousand Seven Hundred & Eighty two was the Co-

manding Officer at Trichinopoly aforesd Her said

a Garrison or Place Subject unto or under the Presidency of Fort Saint

George as aforesaid and He the said Eccles Nixon being a Person

whom the Premises were well knowen touching and regarding your

Orator as aforesaid yet He the said Eccles Nixon being an Evil disposed

Person and one of wicked intentions towards your Orator and not

regarding the Laws of Great Britain - but with premeditated Mal-

contriving and wrongfully and Maliciously adviseing and intending

to oppress injure and ruin your Orator amongst his Friends and

East People or Indian Natives in Particular and whole Settlement

in General He the said Eccles Nixon did for that purpose

Combine and Confederate himself to and with Divers other ill

disposed Persons - and did wickedly and injuriously with malice

aforethought Conspire against your Orator with a Wicked Det-

mination to Ruin and disgrace your Orator the better to Effect

which Evil and unjust purposes He the said Eccles Nixon did

assume and take upon himself the Authority Power and right

of calling your Orator to Accounts for Money Transactions and

Negociations pretended to be had and done or Effect thereon

Your

Your Orator and one Henry Norris a Person then and now in the

Civil Service of the Honble United Company of Merchants of England

trading to the East Indies and under their Presidency of Fort Saint-

George aforesaid by whom and at whose instance your Orator was -

Cruelly Treated and Wrongfully Illegally Unlawfully and Wickedly

imprisoned in a Dark Loathsome Nauseous and unwholesome -

Dungeon loaded with fetters from which Prison or place of Durgs

your Orator Sheweth unto this Honble Court He was on the first

Day of April which was in the year of our Lord One Thousand

Seven Hundred and Eighty two, and in the Twenty first year of

the Reign of our Present Sovereign Lord George the Third the now

King by force and Arms against the Peace of our said Lord the King

and in open Contempt and Violation of the Laws of this Realm -

brought before the said Eccles Nixon at Trichinopoly aforesaid the

same being a Garrison or Place Subordinate to and under the Govern-

ment of Fort Saint George aforesaid and a Place where the Juris-

diction of this Honble Court when and where your Orator standing in

the Presence of the said Eccles Nixon on the first Day of April which was

in the year of our Lord One Thousand Seven Hundred and Eighty Two

He the said Eccles Nixon impiously and Haughtily asked or Demanded

of your Orator if he your Orator had not executed or given a Bond or

Written Obligation to the said Henry Norris for five Thousand Pagodas

to which Question your Orator Sheweth unto this Honble Court He

Your Orator [illegible] Lord the now

the first Day of April in the year of Christ One Thousand Seven
Hundred and Eighty two and in the Twenty first year of the
Reign of our Sovereign Lord the now King at Tritchinopoly
aforesaid a Place within the Jurisdiction of this Honble Court
Subordinate to the Presidency of Fort Saint George aforesaid
Your Orator was by Order and direction of the said Eccles Nixon
tied up and fasted with Cords to a Tree and then and there
by force and Arms against the Peace of our said Sovereign
The King his Crown and Dignity and in open Violation
Contempt of the Laws of England now in full force the said
Eccles Nixon did upon the Body of your Orator a most
violent and bloody assault cause to be made by Arabbies
illegally Cruelly and Oppressively and in open Contempt and
Publick defiance of the Laws of England now in full force
Virtue Ordering and Causing your Orator to receive from
the Hands of the Garrison Drummers People immediate
Subject to and under the Control and Command of the
Eccles Nixon One Hundred Lashes Stripes weight
on the bare or naked Back last on with all force and
as Each Stroke should be Said to have a Hand and
knife of Steel to be drawn from off the Back and Body of
Cattle from which lasting wounding misery and ill
of your Orator the Life of your Orator was Despaired of
[illegible] yet nevertheless in Not regarding the Cruelty of the

Sheweth unto this Honble Court that He the said Eccles Nixon being
moved and incited thereunto by Malice aforethought and Contriving
his Evil intentions towards your Orator vowing inevitable Destruction
and Ruin to your Orator if he your Orator would not pay his Bond
or Written Obligation for Five Thousand Pagodas which had been
Extorted and Obtained from him your Orator by Duress and hard
imprisonment as afore is Stated and Shewn – He the said Eccles Nixon
Continuing his evil intentions towards your Orator did on the same day
year and at the place aforesaid to Wit on the first Day of April in the
year of Christ One Thousand Seven Hundred and Eighty two in the
Twenty first year of the Reign of our Sovereign Lord the now King at
the Garrison of Tritchinopoly aforesaid a Place Subordinate to and –
immediately under the Control and Government of the Presidency
of Fort Saint George the whole whereof are parts and Parcels of the
British Settlement on the Coast of Coromandel belonging to the –
United Company of Merchants of England trading to the East –
Indies and under the expluence Protection and Governments of the
British Legislature then and there with force and Arms He the
said Eccles Nixon did illegally imprison your Orator and him
so in Prison the Detained for a long Space of time to Wit for the
Space of Sixteen days and Nights from thence next following
in a Noisome Damp Loathsome Dungeon allowing your –
Orator no other Food but a Small portion of Congee Pattarce
in Twenty four Hours and that without Salt or other seasoning
for

King and Considering himself Subject and Amenable to the British
Laws and no other answers that He your Orator had by force of Duress
and hard treatment Subscribed a Bond or Written Obligation to
Mr Henry Norris for a Sum of Money but for which Bond or Said
Obligation He your Orator never Received any valuable Consideration
or had any one for him or for his Use in any manner whatever
but that the said Bond or Written Obligation had been obtained from
him your Orator against his free will and Consent under the
Pains of imprisonment and threats of Punishment worse than Death
itself that to Preserve his Life He your Orator Submitted to the
Imposition Signed the Bond or Written Obligation in hopes that by
of procuring his Enlargement and of Course an Opportunity to
seek Redress from the Laws of his Country whereupon your Orator
Sheweth unto this Honble Court that He the said Eccles Nixon ordered
your Orator to be Silent and would hear him your Orator no
further but declared in the most Violent and angry manner and
with the most Opprobrious and Menacing Expressions that your Orator
was a Villain and for Denying or Refusing to Pay his Bond or Note
Obligation should be flogged whereupon Your Orator Sheweth unto
this Honble Court that at Tutchingsoly aforesaid a place within
the Jurisdiction of this Honble Court and immediately Subordinate
to and under the Presidency of Fort Saint George aforesaid the whole
being parts of the British Garrisons or Settlements on the Coast
Coromandel belonging to the United Company of Merchants of
England

England trading to the East Indies and under the influence Protec-
tion and Government of the British Legislature He the said Eccles
Nixon did on the said first Day of April which was in the year of Christ
One thousand Seven Hundred and Eighty Two and in the Seventy first
year of the Reign of Our Sovereign Lord the now King of his Premeditated
Malice and evil Intentions towards your Orator and in contempt and
open violation of the Laws of England under which your Orator claimed
Protection He the said Eccles Nixon Ordered your Orator to be taken
out from the House of him the said Eccles Nixon by force and Arms
and to be Tied up to a Tree there to Receive upon his Naked Back
One Hundred Stripes or Lashes from the Hands of the Garrison Drum-
mers to be Reckoned by a Serjeant Bloomar in the same manner as
a Culprit deserter or other Offender Convicted of some Heinous Offence
before a Court Martial to which from his Situation he had made
himself Subject your Orator Sheweth unto this Honble Court
that he was by no means Subject to the Orders of the said Eccles Nixon
in any Respect whatever but always Considered himself a free
Subject under the Protection of the British Laws yet nevertheless
your Orator Sheweth that from the Evil intentions and the Violent
Illegal and Arbitrary Proceedings of the said Eccles Nixon and his
Confederates He your Orator without any Charge against him or
Cause of any kind whatever was so inhumanly cruelly and unjustly
treated your Orator further Sheweth unto this Honble Court that
on the Day and year aforesaid and at the Place aforesaid to Wit on the

for ans during the whole Space and time of Seaven Days and Nights aforesaid during all which time your Orator Sheweth unto this Hon^ble Court that he was so imprisoned Held and Detained without any reasonable Cause and against His will Oppressively unjustly and Illegally in Open Contempt and Violation of the Laws of Great Britain now in full force nor was any Charge or Crime alledged against your Orator whereby or wherefrom cause might Arise or be said to and against your Orator to deserve such Hard and Severe treatment Your Orator expressly Charge that the whole Assault wounding violence and Durish was by the said Eccles Nixon oppressively and unjustly done inflicted and Committed upon and against your Orator to the great hazard of his Life and after Ruin of his Reputation and Ruin of his fortune Contrary to the Law Custom of Great Britain as well as other Wrongs which to your were done and Committed by him the said Eccles Nixon at the of Fritchenopoly aforesaid a Place within the Jurisdiction of this Court Subordinate to the Presidency of Fort St. George aforesaid of his Premeditate malice and Evil mind towards your Orator your Orator hath suffered inexpressible hardships and is brought To Ruin and Disgrace and hath suffered and sustained Damage and Loss injury to the full Amount of Thirty Thousand Pagodas Current Money of Madras or Twelve Thousand Pounds Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda and thereupon he brings this Suit &c

Orator further Shew unto this Hon^ble Court that all the forgoing wrongs Assault Violences woundings imprisonments Matters and things being done and Committed in manner and form as before is Stated and Shewn by the said Eccles Nixon. He the said Eccles Nixon must well Know in his Conscience that the Wrongs and Injuries so done by him unto your Orator are very great and have made to Hazard and endanger his your Orator's Life as well as to bring your Orator to Ruin Disgrace and Poverty - yet nevertheless the said Eccles Nixon tendering his Evil intentions towards your Orator hath not tendered unto or offered to make any manner of Satisfaction touching or regarding the Premises to your Orator for the Violences and injuries so by him done and Committed in manner and form as before is Stated as in all right and Justice he ought to have done.

But now so it is May it Please this Hon^ble Court that the said Colonel Eccles Nixon obstinately and Wilfully refuses to Pay the same or to give your Orator any Manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Hon^ble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Eccles Nixon may upon his Corporal Oath full true direct and Perfect answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly Perfectly and Efficiently to all intents

intirh and purpose as if the same were Herein again Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the said Sum of Thirty Thousand Pagodas or Ten Thousand Pounds Sterling Money of Great Britain with Costs of this Suit.

May it Please this Honble Court to Grant the said Eccles Nixon to be Summoned and Required by the Sheriff of Fort Saint 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 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.

This Bill was Shown to Me
between the Days of Adjournment
of a Summons Returnable next
Court Day given thereupon.

Wm Webb
Mayor

Edward Ellis

Thomas Jones
Attorney for Compt

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In the Honble the Mayors Court at Madraspatnam

Tuesday 28th October 1783.

Between Parapaukum Comara Sawmy of Madras Inhabitant Commorant plaintiff and Eccles Nixon a Colonel in the Military Service of the Honble United Company of Merchants of England trading to the East Indies at the Presidency of Fort Saint George Defendant.

The Affidavit of the above Named Complainant.

This Deponent maketh Oath and Saith that he well understands the English Language that he hath carefully Read over the Bill of Complaint by him and at his Instance or Suit Exhibited and filed in this Honble Court on the Twenty third Day of this present Month of October in the year of Our Lord One Thousand Seven hundred and Eighty three and in the Twenty third year of the Reign of Our Sovereign Lord the now King and this Deponent on his Oath Saith that he perfectly understand the same and every part thereof and doth Solemnly upon his Oath Declare that the Charges and Matters therein Charged Exhibited and Stated are true in every Respect and Particular.

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

Soobarayam

Edward Ellis

Thomas Jones
Attorney for Compt

Filed the 28th October 1783.—

To

Messrs Edward Ellis
&
Thomas Jones — } Attornies at Law

I Parupauham Comaroo Savvoy of Madras —
Inhabitant Do hereby authorize and require you to file and
Exhibit a Special Bill of Complaint in the Hoble the Mayors
Court at Madraspatnam, at my Suit or Instance against Eccles
Nixon a Collonel in the Military Service of the Honble Company
of Merchants of England trading to the East Indies, In Order
to bring him to Answer for Certain Wrongs Violences and Injuries
By him done Committed and Offered against me to my great
Disgrace and Ruin — Hereby Requiring you and each of you to
use and pursue all Lawful ways and means for promoting and
bringing the said Suit to Issue for which purpose and
purpose I do hereby in my Place and Stead put and depute you and
each of you, and for your so doing this Shall be to you and each of you
a good and Sufficient Warrant given under my Hand and Seal
in Madras this Twenty first Day of October in the year of Christ One
Thousand Seven hundred and Eighty three — and in the Twenty third
year of the Reign of our Sovereign Lord the King —

Witness
Charles Preyere
John Bayne

P. Comaroo Savvoy (L.S.)

Fides 15th December 1773

The Plea and Answer of Sir Thomas Rumbold Baronet Governor and President of Fort Saint George and Council and the Hon.ble the United Company of Merchants of England trading to the East Indies to the Bill of Complaint of Sampath Comarau Sawroy of the Madrespatan Inhabitant.

This Defendant by Protestation not confessing or acknowledging all or any of the Matters and things in and by the said Bill of Complaint exhibited Charged alledged and Set forth as to which Action or Ground of Complaint against this Defendant he is advised in manner and form as the same are therein Exhibited Charged Alledged and Set forth against him Saith that he is advised the same is irregular and insufficient and Contains not any sufficient reasonable Cause wherefore he shall this Defendant or ought to be before this Honble Court touching or regarding the same but that there is sufficient Cause for Standing thereunto wherefore the Defendant doth Plead in Law thereunto and to all the Matters Suggestions matters and things therein Exhibited Charged alledged and Set forth and Saith that it appears of the Complainants own shewing that the ordinary Scope and end of the Complainants Bill of Complaint is to seek redress for certain pretended Injuries Charged to have been done to the Complainant at Tritchinopoly and Charged to have been so done by this Defendant as Commander of

Officer of the said Garrison at Tritchinopoly and to get Judgment against this Defendant for the Sum of Thirty Thousand Pagodas the Pretended Damages charged by the Complainant to have been by him suffered by force of the Premises – This Defendant therefore doth Plead to the said Bill of Complaint and for Plea saith that Tritchinopoly is a Fort or Garrison in the Carnatic and the property of his Highness Wauw Law Jaw &c.a &c.a Nabob of the Carnatic and never has been nor is it now in any wise belonging or appurtaining to the said Honble United English East India Company nor have the Colours of the said Honble Company ever been hoisted in the said Garrison or Fort of Tritchinopoly or any other Colours except those of the said Highness Wauw Law Jaw &c.a Nabob of the Carnatic ever since the time that his said Highness Wauw Law Jaw the Nabob of the Carnatic was first invested with the Rights property and Dominion in and over the said Garrison or Fort of Tritchinopoly And this Defendant Saith that the said Honble Company have not otherwise interfered respecting the same save and except by Collecting the Revenue of the Countries under an Assignment thereof from his said Highness the Nabob and by sending a sufficient force with a proper Commanding Officer to Defend the said Fort or Garrison of Tritchinopoly and which hath been done at the Instance of his said Highness Wauw Law jaw &c.a in Order to Protect the same from the Invasion of

of any Enemy to the said Honble Company or his said Highness Wawlawjaw with whom the said Honble Company are in Amity and in Mutual Alliance and this Defendant saith that under and by Virtue of the Premises the said Fort or Garrison of Tritchinopoly is Situate Lyeing without and out of the Jurisdiction of this Honble Court nor is this Honble Court Competent to hold Plea of or take Cognizance of any Acts or things done or suffered done within the Walls of the said Fort or Garrison of Tritchinopoly for which Reason and also as it appears that the Acts things Charged to have been done by this Defendant as in the Charges as being done in his Military Capacity of Commanding Officer of the said Fort or Garrison of Tritchinopoly this Defendant saith he is Answerable for his Conduct only to a Military Court to be held & Inquired of at the instance of the said Government or the Superior Officer who had invested this Defendant with the Command of the said Fort or Garrison of Tritchinopoly and all the Several Powers and Authorities incident thereto according to the Several Charters Acts of Parliament Articles of War Special Commission from His Majesty and Orders from the said Honble United English East India Company for which cause made and provided and under and by Virtue whereof this Defendant was legally invested with the said Several Powers

and Authorities all which Several Powers and Authorities as well as the Political Situation of the Country and the Station of this Defendant that here would be duly weighed and Considered before such Military Tribunal and the said Military Tribunal would also duly weigh and Consider all and every the Laws Customs Immunities and Previledges exercised by the Commanding Officers of Garrisons or Forts within the Dominions and under the Government of his said Highness the Nabob and distant from all Courts of British Criminal or Civil Judicature under and Subject to all which Considerations and in such Military Tribunal and not elsewhere the Conduct of this Defendant if Reprehensible ought to be investigated and adjudged and therefore this Defendant most humbly Demands Judgment of this Honble Court of this Honble Court will hold Plea upon and enforce this Defendant to Answer the said Bill of Complaint exhibited as and for the Cause aforesaid and this Defendant in no wise waving or Departing from his said Plea but wholly relying and insisting thereon for further Plea unto the whole of the said Bill or unto so much thereof as this Defendant hath not before Pleaded unto doth Plead in Justification of his Character as to such part of his Conduct of which Notice is taken in the said Bill of Complaint and wherein this Defendant

Defendant did of himself Personally interpose or whereon any Act or things were done by the immediate and Direct Order of the Defendant and for Plea this Defendant saith that at the Instance and Request of Henry Norris Esquire Lieutenant of the said Fort or Garrison of Sutchenspoly and at that time Receiver or Collector of Revenue for the time being on the part of the Honble Company to whom the said Revenue had been Assigned by his said Highness the Nabob This Defendant did some time in the Month of February which was in the said year of our Lord One Thousand Seven Hundred and Eighty two as this Defendant can recollect attends at the House of the said Henry Norris Situate in the said Fort or Garrison of Sutchenspoly on the forenoon of that day where were then present Robert Andrews the Revd Service David Simpson Surgeon and James Stuart Hall Lieutenant in the Military Service of the said Honble Company besides the said Henry Norris and Divers of the Principal Inhabitants then Resident in or belonging to the said Fort or Garrison of Sutchenspoly and also the said Complainant and this Defendant saith that a certain Paper Writing which had been before produced for the Inspection of this Defendant believes of the Persons then present was presented to this Defendant for his Attestation thereto the said Paper

Writing having been previously Signed by the Complainant as his free act and Deed and Witnessed by the said Robert Andrews David Simpson and James Stuart Hall as also by the said Inhabitants or Several of them which they can fully prove and the said Henry Norris Requested of this Defendant to Sign the same as a Subscribing Witness thereto whereupon this Defendant interrogated the Complainant as to the said Paper Writing and Especially asked the Complainant if he had Read and fully understood the Contents thereof and if they were agreeable to his Will and if he had Signed his own Accord or whether he had been Compelled thereto by any threats or Duress to all which the Complainant Declared that he had Read over and fully understood the said Paper Writing and that he had freely Consented thereto and this Defendant Declares that the Complainant said it was of his own hand Writing and this Defendant thereupon Signed his Name as Witness thereto in the Presence of the Complainant of the said Henry Norris Robert Andrews David Simpson James Stuart Hall and the said Several Inhabitants and Every Senior in Rank in the said Garrison or Fort of Sutchenpoly this Defendant and Signed his Name at the top of the List of the Subscribing Witnesses as may appear by a Copy of the said Paper Writing hereunto Annexed and prayed by this Defendant to be taken as part of this his Plea which Copy this Defendant saith is taken from an Exhibit Annexed to

to another Bill of Complaint of the Complainant filed in this
Court against this Defendant and the said Henry Norris and the
Exhibit is by the said Bill set forth to be a Copy from the
Original Paper Writing under the hand of the Complainant and
party executing the same and under the Hands of this Defen
and the said other Persons as Witnesses to the Execution thereof
this Defendant saith that some time after this Defendant had
interrogated the Complainant as aforesaid and had in consi
of his Answer as above set forth exhibited the said Paper Writ
this Defendant was informed that the Complainant had
he did not Sign it of his free will but that the said Sig
had been extorted from him by force Stripes and Menaces
upon this Defendant being desirous of the contrary and fully
recollecting the cautious Conduct he had taken in the Pre
and fully believing and hoping at the time the said Paper
been so signed as aforesaid that an end was likely to be
put to all the Preceding Disputes and Differences which had
a long time Subsisted between the said Henry Norris and the C
plainant in all which as this Defendant has been informed by
said Henry Norris he the said Henry Norris has been grossly
Deceived and Defrauded by the Complainant and Conscious
the mischievous public Consequences which might ensue from
the Litigious Spirit of the Complainant so strongly manifested

thus publickly Disavowing his own Solemn Act deliberately entred
into by himself of his own free will and at his own particular
Solicitation Sanctioned by the Concurring attestation of all
the European and many of the Principal Native Inhabitants
of the Fort or Garrison of Tritchinopoly this Defendant Resolved
to make the Complainant account for a Conduct so unreasonable
in itself and tending so strongly to level all Distinction in
his own favor at the most Critical Period of Publick affairs which
this Country ever Experienced and therefore this Defendant sent
for the Complainant and asked him if he had not Declared
in his Presence and in the Presence of the Persons above Described
that the said Paper writing was of his own free will and this
Defendant at the same time asked him if the Report was true of his having
dared to disavow his own Voluntary act and whether it was the-
same Act to which he had caused this Defendant to set his name
as a Subscribing Witness whereupon the Complainant said that
he had been Confined and punished by Stripes and otherwise and
had been threatened with more Confinement and more Stripes by
the said Henry Norris and persons acting in the name and on
the Account of the said Henry Norris if he would not acknowledge
the said Paper Writing and that he therefore had Acknowledged it
whereupon this Defendant saith that he Reprimanded the Complain-
and in Severe Terms for daring to insult this Defendant in so
glaring

glaring a manner and expressed his intention of having the Complt
punished at which instant the said Henry Norris who had for
time for a long Years Upon stated Several acts of Dishonesty &
Misconduct in the Complainant and had apparently taken
injure in his future Reputation and Peace of Mind by the
dulent Miscreant and atrocious Act and Machinations
Complainant about this Defendant to Punish the Insol
the Complainant whereupon this Defendant was induced to
that the Complainant Receive punishment by the Drummers
the Main Guard which was accordingly inflicted and the
Defendant saith that the said Fort or Garrison of Trichinopoly
a Frontier Garrison and bordering on the Country then in the
possession of Hyder Ally who was at that time in open War and
carrying on Hostilities against the Forces of His Britannick Majesty
and against the forces and possessions of the said Nabob as also of the
said Honble United English East India Company whose Com
manding Officer this Defendant at that time was as well
and over the said Fort or Garrison of Trichinopoly as over all
every the Troops acting on the South part of the Carnatic then
commonly called the Southern Troops and this Defendant saith
that at the very time when this Defendant is charged with pre
dated Malice and Evil Intentions against the Complainant
with whom this Defendant never had any dealing or

whatever he had Received and been in possession of the said Extensive
Command as aforesaid as being a Person Capable of so important a trust
and had as such received Special Powers and Authorities from the
Right Honble the President and Select Committee of Fort Saint
George as the Representatives of the said Honble Company and from
Lieutenant General Sir Eyre Coote Knight of the Bath and Com
mander in Chief of His Majesty and the said Honble Company
forces in India to Act in general for the best towards Promoting the
Public Service in the field or Garrison And this Defendant saith
that in the Critical Situation of Public affairs at that time and
with the Commissions Powers and Authorities which had been
vested in this Defendant it would have been of very Dangerous
Consequences for this Defendant to have submitted to the Insult
above set forth without punishing the same in an Examplary
manner especially as the Transaction had happened in the
Presence of and been known to all the Principal Persons, Natives
as well as Europeans then Residing in or belonging to the said Fort
or Garrison of Trichinopoly and this Defendant humbly submit
teth that under all the Circumstances aforesaid this Defendant
did not inflict a greater punishment than the Insult merited
and his Station justified the more so as it hath been in all
Occasions Customary and is in a certain Degree incident to
the

the genral duty of the Commanding Officer of a Garrison
from all Courts of Civil Judicature to Exercise the Authority
Station for the Redress of wrongs and the Punishment of
against the Civil Rules of Society and more particularly
the time of Actual War and Invasion when on a
Garrison the discretion of the Commanding Officer is the only
which is or can be in force and when the least delay in
Justice or the least Violation on a Commanding Officer
power to inflict punishments for offences against the Rule
might weaken his Authority and be attended with the
Ruinous Consequences to the State and more especially
it was evident in the case in Question that the Principle
actuated this Defendants Conduct was Completely Pure
to Himself and impartial towards the said Henry Norris
Complainant and that the ultimate view of this Defendant
maintain Peace and Harmony within his Garrison
him the better to Combat the Host of Foes which threatened
from without and therefore and for as much as the Complainant
been Charged by the said Henry Norris with various false
Offences and this Defendant has been informed that the said
ration to Signed by the Complainant and Brought by this
Defendant and the Hon Persons as aforesaid had been entitled
Acknowledgement of the Wrongs and injurys done to the said Mr

Norris as well as leading to a Termination of all Disputes between
them this Defendant Considered that the Complainant in having pretend-
ed to Deny an Act done with so much form and in so guarded a
manner was guilty of a fresh fraud against the said Henry Norris as
well as an Insult to the Station of this Defendant and therefore this
Defendant most humbly Demands Judgment of this Honble Court in
favor of this Defendant and whether this Honble Court will inforce
this Defendant to Answer to the said Bill Exhibited as and for the
Cause aforesaid and if this Defendant shall by Order of this Honble
Court be Compelled to make any other Answer to the said Bill of
Complaint then and not otherwise this Defendant having saved and
reserved to himself both now and at all times hereafter all advantage
of Exception to the uncertainty insufficiency and irregularity of the said
Bill of Complaint and not waiving or Departing from his said
Plea but relying thereon as a full Justification of his Conduct in
the Premises by way of Refuting upon his most Solemn afseveration
the Charges Contained in the Residue of the Complainants Bill
and to Shew their injurious falsehood as far as Concerneth this
Defendant he this Defendant denies all Combination and
Conspiracy and Denies also being Evil disposed or having any
wicked intention towards the Complainant or that he had any
Premeditated malice against him or that he Contrived to Ruin or
Injure him and this Defendant saith that as to any part of the

Conduct

Conduct of the said Henry Nowes towards the Complainant his
Servant this Defendant never presumes to enlarge upon
to the Assistance Charged or insinuates to have been given
this Defendant to the said Henry Nowes by assuring him
This Defendant has Orders to supply the Regiments or Det
for the time being with such Troops as he deems requ
and the Defendant did grant to the said Henry Nowes
for the Protection of what the Defendant understood to be
Property And this Defendant most Solemnly Saith
Said always understood that the Complainant had Def
and otherwise ill use the said Henry Nowes and his
and Solemnly Averreth that his only Motive and
Conduct towards the Complainant was to support the
necessary Dignity of his Station and to Retrench as far
him Lay and according to the Customs in like case
regiments as were Commanded within the Garrison where
Defendant Commanded and this Defendant totally Dis
disavow the inhumanity and Cruelty with which the Co
plainant hath Charged him for this Defendant saith
informed by the Serjeant who attended at the Punishment of
Complainant that his Back scarce appeared to have been
after the flogging had been over so that the Charge of Blood

Pieces of Flesh being drawn from the Back and body of the Complain-
ant at every Stroke is a base falsehood and this Defendant further saith
that the Place of Confinement to which the Complainant was Ordered
for Fifteen Days by this Defendant was a Clean well Conditioned Bomb-
proof Room having two large Windows and a Door to the Eastward
Capable at all times to admit fresh Air and not a Nauseous Damp
or unwholesome Dungeon and that Instead of a Small portion of
Congee Water once in Twenty four hours without Salt or other Nour-
ishment this Defendant Ordered that the Centinel who was at the
Door would permit his food to be sent to him twice every Day nor
had this Defendant during the whole of his Conduct to the Complain-
ant or to any other Person under his Command ever manifested a
cruel Arbitrary or oppressive Disposition, on the Contrary this Defend-
ant Saith that he hath on all occasions where in Command behaved
himself with becoming moderation Humanity and Protection to
all Persons of what Religion or Station soever under his Command
and this Defendant Saith that he could adduce ample Testimony
of his having at very great trouble and some Expence to himself
Settled many Petty Disputes and Compromised many differences
among the People under his Command as well as among the Natives
of the Country some of whom for dishonesty or a Religious Conduct
were often Confined or Punished in such a Moderate manner as
has been Practised from time Immemorial by the Different
Commanding

Commanding Officers of Sutchenopoly and this Defendant
that on all Occasions he hath ever been as Anxious to Guard
their Care and welfare as to Execute the immediate Duties of
Military Station never having had it in Contemplation
in return for a Conduct Honorable in the immediate Duties
of his Military Duty and moderate upright Conciliatory
Disinterestedness in all that Detail which Relates to the Settlement
differences and establishing of good fellowship and Concord
the Garrison the Flame should ever have been called in
before this Honble Court at the Instance of a man whose
Defendant has been informed has been are enormous offences against
Laws of God and the Rules of Civil Society and who as this Defendant
believes had no other view in this Iniquitous attack than to screen
himself from those Criminal Accusations which lies Committed
him with and of which he knows this Defendant has Cause to
from from what came to his Knowledge during this Defendant
Command at Sutchenopoly and lastly this Defendant doth
Solemnly declare that in all his Conduct towards the Complainant
he never was actuated by any Personal Pique any Spirit of
Persecution any attachment to the said Henry Norris or any
to himself but that he acted towards the Complainant purely from
Principles of Justice and regard to the Duties of his Station the
of which with proper Dignity he owed to that Government and

those Superiors who had been Pleased to nominate him to so exalted
a Command in so Critical a juncture of Publick Affairs.—

All which Matters and things this Defendant Submits as
a Compleat Vindication of his Conduct in all his Intercourse with the
Complainant from the beginning of the World to the Day of the Date—
hereof and therefore prays to be hence Dismissed with his Reasonable—
Costs and Charges in that behalf most Wrongfully and without Cause
Sustained.—

Fort St. George 13th December 1783 — Eccles Nixon

Sworn before me this Day

Edwd Ino Holland — Popham

Mr — Attorney for Defendt

To Whomsoever it may Concern—

I Hereby Declare that I have Willingly and wilfully
defrauded my late Master Henry Norris in divers Accounts and—
Concerns greatly to his prejudice all which frauds have been justly
proved upon me by my own Conception the Amount being Star Pagodas
Five Thousand I do of my own free Will and Consent agree to pay the—
aforementioned Sum to Mr Henry Norris and Sincerely hope he will
forgive me for having Acted so unfaithfully and unjustly towards him

Witness my hand in Sutchenopoly this Tenth Day of February
in the year One Thousand Seven Hundred and Eighty two In the

The Power of Undermentioned Writers

(Signed) Cornara Sawmy

Eccles. Nixon
C. Andrews
D. Simpson
C. Stuart Hall
} Writers

Sambayadan
Venkatayadan
Ramasawmy
Rangayan
Gorrayan
Rangayan
Mannecan
Moochega Goverdon
Canagaraby
Moolaguddy

Mahomet Hanif
Comaguddy Rungasawmy
Ramanaden
Venkatachellum
Cavelliyayan
Sevegunarayan
Gopaulee Gopaul Nath
Saune Sandrapully
Sellvada Moodr
Badunaiyagar

True Copy

Popham

Fides 21st February 1784

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto this
Court your Orator Andrew Kerr of Madras Mariner that
Your Orator being at Bapum in the Kingdom of Pegue on the
in the Month of March One Thousand Seven hundred and
Eighty three he did lend and pay unto Nine Mahomed
that place Merchant the Sum of Three hundred and Sixty
Pagodas payable in Twenty one Days after the arrival
said Nine Mahomed Sloop called the Ally Master
Coast of Choromandal as may more fully and at large
by Copy of a Promissory Note or Obligation signed
by him the said Nine Mahomed on the day and Date aforesaid
Bapum aforesaid whereby the said Sloop and her Cargo
unto your Orator hereunto annexed for the Inspection of
Court which your Orator prays may be Admitted as part of
Bill of Complaint But your Orator sheweth that the said
Mahomed did not come from the said Place of Bapum
but left the Charge and management of the said Sloop
Malim now at Madras with Directions to take and receive
Sloop and deliver her Cargo at sundry the following Ports
Coast of Choromandel aforesaid to the following Persons
Belling and John De Jues at Madras to Cause Sloop

Stephenson at Tanquebar or to Alim Said at Pulicat all
of whom had Directions to receive the Amount of the said Sum of
Three hundred and Sixty One Pagodas from the said Seragedeen
Malim in payment and Discharge of the said Mortgage promissory
Note or Obligation from him the said Nine Mahomed which he
the said Seragedeen Malim had Orders and Directions to pay
and Discharge from the Produce of the said Cargo from the said
Nine Mahomed But your Orator Sheweth that the said
Seragedeen Malim instead of going to Madras Tranquebar or
Pulicat the aforesaid places he was Directed and instructed to go
did fraudulently deviate from the said places of his Destination
and went to Vistnapatam where he sold the said Cargo and
ment afterwards upon a Trading Voyage with a Cargo of Timber
to Madras which he sold there without addressing himself to
Thomas Belling and John De Jues or either of them and did
after the Return of the said Sloop to Vistnapatam send her on
his own Account and Risk again to Madras with another Cargo
of Timber, when after the said Cargo was Landed the said Sloop
was on or about the Month of October last past lost in the Road
of Madras or near about that during all this time and at any
of the said times he the said Seragedeen Malim did not address
himself to the said Thomas Belling or John De Jues or
either

either of them but did conceal himself in Orda as your Orat
believes to avoid payment the Amount of the said Mortgage Bond
Note or Obligation so that the same still remains unpaid and
undischarged by the means of said Seragun Mallim. Who
he had addressed himself to either of the said Parsees to
whom he was in the before manner Consigned your Orator
have Received his Money from the produce of the said Ca
or of the said Sloop in case the Cargo had been unsold
Your Orator Sheweth that the said Seragdin Mallim al
ledges that he hath now in hands the Sum of Five
Pagodas or thereabouts as the proceeds or Money for the
the said Sloop and Cargo - but Your Orator Sheweth th
hath frequently Demanded payment of the said Sum
Hundred and Sixty One Pagodas from the said Seragd
which making in Sterling Money of Great Britain
rate of Eight Shillings for every Pagoda the Sum of Cr
and forty four Pounds and Eight Shillings -

But now so it is May it Please this Hon
the said Seragdin Mallim Obstinately and wilfully
pay the same or to give your Orator any manner of
touching the Premises your Orator therefore prays a
Relief such as to this Honble Court shall appear agreeable

1st

503

Equity and good Conscience To the End therefore that the said
Seragdin Mallim may upon his Corporal Oath full 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
herein again Repeated and particularly Interrogated and that he
may be Decreed to Pay unto your Orator the aforesaid Sum of
three hundred and Sixty One Pagodas together with such
Interest as shall may become due thereon also all Costs of this
Suit -

May it Please this Honble Court to Cause the
said Seragdin Mallim to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madrass patnam and the
Districts thereof Personally to be and appear before this Honble
Court at a Certain time and place to be by this Honble Court prefixed
and appointed then and there to Answer this your 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 -

H. Dupuy
Atty Complt

23d February 1784
This Bill was shewn to me Between the Days
of Adjournment the Complainant having made
Oath to the justnss of his Demand and that he
hath Reason to believe the Defendant will depart
from the Jurisdiction of this Court on hearing this
Bill is filed against him let a Summons returnable
immediately and a Warrant of arrest issue -

John Menzies - Mayor

Baptism 1st March 1783.

Seventy one Days after the safe Arrival of Sloop Mly Ann on the Coast of Coromandel I promise to pay to Captain Ann Hurst her Attorneys or Order the Sum of three Hundred and Sixty one Pags/361/ the above said Sloop and Cargo Mortgaged for the Sum as Witness my hand, Given two of the same Tenor and Date the one Accomplished the other to be Void

Pags 361

True Copy

H.J. DuPuy
Mly Compt.

Mayors Court at Madraspatnam

Tuesday the 6th Day of
Anno Domini 1784.

Present

John Menzies Esqure Mayor
James Call and George Savage
Aldermen

Between Ann Hurst of Madras Mariner Complainant and Soobien of the same place Defendant

It Appearing by the Records of this Court that the usual Rules have been given 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 One Pagodas/Pags.361/ together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Cost of this Suit.

By Court

Filed 13th July 1779.

To the Honble the Mayors Court at Madraspatnam

Between Korahally Shamiah of Madras Merchant by his Attorney John Wallis of the same place Inhabitant Complainant and Avalorce Visavanadah Mastivadoo of Madras aforesaid Merchant Defendant

The Humble Petition of Appayengar Narrayengar and Chinnyoopayangar Merashydaors and Inheritors of Cathirvade a Village of or belonging to the District of the Tyasore Country

Humbly Shew

That Your Petitioners were and are in right of their Ancestors and Predecessors the Lawful and Hereditate Merashydaors and Inhabitors of the said Village, which they and their said Ancestors and

and Pettapoly have Enjoyed the Mirashys and Inheritance
Immemorial to this Present day. tho' your Petitioners
acknowledge that the Defendant did some time in the year
Lord One thousand Seven hundred and Seventy make a
right to the said Village, but Declined pursuing his Said
until some time in the year of our Lord One thousand
Hundred and Seventy three when a variance happen
Your Petitioners and the Commonalty Inhabitants of
Village and who have in Order to oppose your Petitioners
above Controversy are to gain their End, prevailed on
and who being then Sales to the Son of one Hundy Roy Ch
and Manager of the Honble Company's Sayher, to Head and
United the said Village and the said Commonalty by the
and Influence of the Defendant, and in Confederation and
your Petitioners frequent Interruptions and put off your
Petitioners Mirashys and right of Inheritance of the said
according to their full right and pretensions thereof which
Complaints to the said Hundy Roy, who Submitted the Def
to the Decision of Four Persons as Arbitrators, and two Per
Umpires and your Petitioners and the Defendant did Shak
time enter into a Penally Bond to Stand to and abide by
Determination the said Arbitrators and Umpires might
thereon, and the said Arbitrators and Umpires having accor
Met for no less than fifteen or Sixteen days at Sepha

and Examined the said Parties with all their Vouchers and Evidences
Exhibited before them and just at a time when the said Arbitrators and
Umpires were about to give their Award which the Defendant appre-
hending would be totally against him he absconded or Concealed
himself and the said Arbitrators finding that he did not make his
appearance for many Days afterwards, altho' they the said arbitrators
and Umpires jointly with your Petitioners continually waited for him,
the Defendant all that time and then went and Reported the same
to the said Hundy Roy, who immediately Ordered your Petitioners to be
put and did accordingly put your Petitioners in the quiet and Peace-
able Possession and Enjoyments of your Petitioners Mirashys and
Inheritance of the above Village and your Petitioners have Continued
to be in quiet Possession and Enjoyments thereof to this present time
of which the said Arbitrators and Umpires are ready to Testify
and your Petitioners further Shew unto this Honble that the
Complainant did on or about the Sixteenth day of November
which was in the year of our Lord One Thousand Seven hundred
and Seventy Eight Exhibit a Bill of Complaint in this Honble
Court against the said Defendant for the Sum of One Thousand
Seven hundred and fifty eight Pagodas twenty three fanams and
Eight Cash partly said to arrise on the Mortgage of two Villages
the one now in Dispute and the other called Devarambackcum,
and some time after obtained a Decree thereon which he the
said

said Defendant not having satisfied the Honble Court upon the
grant a Warrant of Execution against the Effects of the said Defen
by virtue whereof the Sheriff as Judge or Superior over
the Maurahys and Inhabitants of the said Village called
the Sole and absolute Property of your Petitioners as fully
were one Brick Wall House and Ground Situate Lying and
the said Village also the Sole and absolute Property of your
and which said Premises your Petitioners have humbly
doubt not that it will be out of the Complainants power
make good to the Contrary either by his the Defendants
Enjoyed the same by the Exclusive of the Inhabitants of the
-ing Villages and from the Village Concerning Accounts, expe
Records of the Durbar, as is generally the Practice and Cust
such or the like Cases, and more especially and particularly
the Inhabitants of any Disputed Village are Intitled and
is against the Inhabitants and Maurahydars of such Village, or
the Case with the present Disputed One.

Your Petitioners therefore most humbly Implore
and assistance of this Honble Court in the aforegoing Premises
May Pray that the Seizure may be Superseded and the Sole
Sheriff taken off the said Premises, and that the Cost the
Damages and expences Occasioned by the said unjust Seizu
Awarded to your Petitioners. And your Petitioners as in

Fides 26th October 1779.

Between Honakally Shamiah of
Madras Merchant by his Attorney John
Wallis of the same place Inhabitant
Complainant, And Avalore Veshavanadah
Sastrelo also of Madras Merchant Defendant

The Answer of the said Honakally Shamiah by his
attorney John Wallis to the Petition of Appayengar, Narrag
-engar and Chinnyeppayangar.

This Respondent admits that he did on the Seventeenth
Day of November in the year One Thousand Seven Hundred and Seventy
Eight Exhibit a Bill of Complaint in this Honble Court against the
above named Avalore Veshavanada Shastrelloo for the Sum of One
Thousand Seven Hundred and fifty Eight Pagodas Twenty three
Fanams and Eight Cash Current Money of Madras and that thereupon
upon a Summons did issue, and being returned Served the said
Defendant did on the first day of December in the same year One
Thousand Seven Hundred and Seventy Eight appear in this
Honble Court and acknowledged the justness of this Respondents
Demand and that thereupon this Honble Court did grant a
Decree which said Decree the said Defendant not having
satisfied, this Honble Court were pleased, at the instance of the
Respondent to Order a Warrant of Execution to be issued against
the Effects of the said Defendant which Warrant of Execution
was Directed to the Sheriff of the Court of Madraspatnam,
and

and the said Respondent further saith that the Sheriff of the
Sheriff sayes the Cauthavadoo Village the Property of the
Vishavanadah Sastriles sheriff is mortgaged to the Respon-
respectfully and at large appear by a reference to the City
of the Original Mortgage in the Malabar language hereof
for the inspection of this Honble Court and which this Re-
prays may be Admitted as part of this his Answer which
were signed for one Month and Eighteen Days and after
Mr Henry DuPay the Attorny for the Petitioners did
Sheriff for not selling the said Premises aforesaid the
of his interest in the said Premises which was delayed for upwards of three Month
days but neither what pretence the said Respondent cannot
said Respondent further saith that the Sheriff did on the
of July in the Present year of Our Lord One Thousand Seven
and Seventy Nine again Advertize the said Premises to be
the Twelfth of the said Month of July
ments whereof were fixed on the Several Gates of Fort St
whereupon on the same Day the said Mortgage Premises
by Publick Outcry to Gopaul Nauck Dubash to Gabriel
Esquire and Sreevengadum Mandelliar who appears to be
Bidders for the Sum of Four hundred and Ten Star Pagodas
any hinderance or molestation of the Petitioners or any one
whatsoever. The said Respondent further says that on the

being the thirteenth of the said Month of July the Petitioners did file their
Petition in this Honble Court alledging that they were and are in right
of their Ancestors and Predecessors the Lawful and Legitimate Inheritors
of the said Villages, which they and their said Ancestors and Predecessors
as the Petitioners say and alledge have enjoyed the Inheritance from time
immemorial to which assertion of the Petitioners this Respondent will
prove to the Contrary by producing an Agreement made by Channyvash-
angar one of the Petitioners named in the said Petition and by him granted
unto the said Defendant Avalore Vishavanadah Shastriles wherein
he Declares for himself and others a true Translation whereof from the
Original in the Malabars is hereto annexed for the inspection of this
Honble Court and which this Respondent prays may be Admitted as a
further part of this his Answer and the Original under the Hand
Writing of the said Channyvashangar ready to be produced when Required.
The said Respondent further says that he doubth not to prove not only
by the above agreement but also by another agreement granted unto the
said Defendant Avalore Vishavanadah Sastriles by the Inhabitants
of the said Cauthavadoo Village a true Translation whereof from the
Original in the Malabars is also hereunto Annexed for the inspection
of this Honble Court and the Original ready to be produced when
required which Translate this Respondent prays may be admitted
as a further part of this his Answer. The said Respondent adduth
that the Difference between the Petitioners and the said Defendant
Avalore

Avalore Cothinavadah Shastrelos concerning that Enterprise
right of Property in the said Cauthawadoo Village were laid
by the Person mentioned by the Petitioners in their Petition
mutted the Difference to the Decision of Arbitrators whereupon
did enter into a Penalty Bond to Stand to and abide by such
Determination the said Arbitrators might make known to
that the said Defendant never absconded or Concealed himself
contrary this Respondent is informed and truly believes that
award was granted in favor of the said Defendant the said
and the Arbitrators chosen on their part absented from the
without Signing the said Award in Order to defeat the
final Decision of their Disputes a True Translation
Award on the Malabars as made by all the Arbitrators
by two of the Arbitrators chosen by the said Randy Roy
the said Defendant is hereunto Annexed for the inspection
Honble Court and which this Respondent prays may be
as a further part of this his Answer the said Respondent
says that as the Petitioners have put him to the proof of
the said Avalore Vishavanadah Shastrelos pretended
Premises in question he humbly hopes that from the
Exhibit hereunto Annexed that the said Avalore Vishav
Shastrelos right to the Premises are undoubted and keep
the Sale of the same as made by the Sheriff is good and
All which matters and things this Respondent is
willing to verify maintain and

as this Honble Court shall direct and humbly prays that the said
Petition of the said Appayengar Narnayengar and Chinnyvasengar
may be Dismissed with Costs.

Chas Bromley
Atty Respondt

10th May 1778.

I Avalore Vishavanada Shastrelos Do give this Mortgage Bond
to Ranahally Shamiah that is to say, On an Urgent Occasion
I have Mortgaged to you my two Villages and the Property belonging
to the same one of which said Villages situated at Irepasore Peroom-
pauhamakanoom Country called Cauthawadoo and the other
Village at Carjavaroom Sinnermoganoom Country called Devar-
ambaham upon which said two Villages I have Borrowed and
Received of you the Sum of Seven Hundred and Eighty Star Pagodas
which Sum is payable on demand with Interest at the Rate of
Twelve p Cent p Annum Thus I have given this Mortgage
Bond with my Consent Witness Govoorden Veneaye and Cansoopatty
Vencayah by their Knowledge Drawn and Signed by Me.

Vishavanada Shastrelos

Witnesses (Signed)
Veneaje
Cansoopatty Vencayah

A True Translation as near as can be taken from the Original
Malabar Language by Soobarayah Sworn Court Interpreter

Chas Bromley

Translation of an Agrument dated the 10th August 1774.

I Chinnyyasingar Son of Cumarasamedaran Inhabitant and my relations of Cuttuvaloo alias Shuramapooram Village in the District of Tiruppauoor Country do give this Agrument to Mooppulla Vishawanadah Shastrilee the Owner of the said Village That is to say

The People of Cummaver East being at your Village by sent for our Grand Father named Anantayyangangar he House and gave it to him to Reside in a long with them and whilst he lived at the said Village your Father in Law Mooppulla Sargeer Saustreer came to the said Village granted to us in Writing some part of the Said out of the Village as a Donation and some as he sold, and also gave the Agruments from us which you heard and sent for me Veeravanadayar Son of the said Sargeer Saustry and also follows in the presence of four Creditable Persons as Wit that in the forma here your Mother sde Grand father Donation of the said Village of Cauduvadoo with Mo Water as usual Custom to your Father and Granted a Dul Deed with the Original Title Deeds of the said Cumma right the said Sargeeswarbrugar has to sell or give as Dona Lands of his Share and what right we have to Purchase from him upon producing the said Title Deeds to the sai Witnesses which they perused and sending for whatever p

the both parties had and Perused and they Declared that the said Village &c. was granted as a Donation to the said Mooppulla Veeravanadasastreyar's Father therefore that you have Sole right and Title to the same but we shall have no right or Title either to receive as a Donation or to Sell, and you are Owners for the same therefore we have delivered to you the Dutt Agrument that was in our profession Thus we grant this Agrument by our Consent Drawn by Sawmy Son of Mooliapilla Notary of the Village, By the Consent of Tiruvalacharear Signed by —

Chinnyyasingar & his Relations —

Witnesses (Signed)

Naurnapah Naick

A True Translation as near as can be taken from the Original Malabar Language by Soobrayah Sworn Court Interpreter. —

Chas Bromley
Atty Respondt

Translation of an Agrument dated the 10th of August 1774 —

We Naurnapah Naick, Carey Naurnapah Naick Sashiah Son of Seyapah Naick Venkatiah, Moorthnaryacar, Serumalien Sanna Cundapen Seyapoo Naick and Sangarow, of Cummava East of Cauthavadoo Village Do give this Agrument to Veeravanda Saustree the Owner of the said Village That is to say after you come to the Village as owner We promised to cultivate the

the Land which you Shewed to us and Ordain what they shall allow, We will not mind any Person that pervents our Lease your Rents and which we agree and Cultivate the Lands care of we Lease any Profits arises and do any thing without Knowledge then we bind ourselves to pay a fine of Surla Pagoda to the Circar and also to deliver over all the Corn that we shall and be Culpable. Thus we do give this Agreement.

The Mark ✠ of Soppen
Nauenapah Naid
Moonabnaigar
Curiapen
Vencalarayed
Narrapah Naid
Formalar

A True Translation as nearly as can be taken from the Original Malabar Language by Soobarayah Sworn Interpreter.

Chas. Brooke
Mly Reposd

Translation of an Award given by Narasanna Coulatter Inhabitant Palamatoor in the District of Saulavakam Country Gopaulakishnama Saustree of Avalore in the District of Cauvalandalam Country Wood Arun Vencalacharyar and Caralapauham Annancharyar Dated the of August 1776.

Whereas a Dispute arose between Moopanda Vencata Sastreyar

Sastreyar the Owner of Caudurwoodoo Village and Sriwasengar — Appayangar, Nauranair &c. who were came to live in the same — Village, in Regard to the Inhabitants of Agraharam of the said Cauder- wadoo Village and they Complained to the Circar, the Circar was — pleased to order us the said four Persons to Examine the Deeds of the said Parties and Decide the same, whereupon We the said four — Arbitrators obtained a Penalty Bond from both parties to abide by our Determination and we Examined the Declarations Deeds &c. of both Parties and also examined them thoroughly face to face —

It appeared to us that the said Appayangar &c. have no Title Deeds but they enjoyed the said Cauthirwadoo Village but it further appeared that the said Village in Question was given as a Donation by one Comarasinna Batava Davannokoraya to Moopalore — Vallapoo Somiaciar, who is a Relation on the Mother side to the said Moopaloo Vishavanada Shastrelo, and the Original Bond of Donation &c. Deeds were again given as a Donation by Moopaloo Vishavanda Shastrelo one of the Relations of the said Moopaloo Vallapoo Somiaciar to his Son in Law named Moopaloo Venca- tachalar Saustreyar at Carjeevaram the Donation Bond of which was produced to us —

Further it appeared that the said Opponent party the said Appayangar &c. Returned the Donation Bond and Bill of Sale to the said Moopaloo Vishavanda Shastrelo which was Granted to them moreover to the said Moopaloo Vishavanada Shastrelo by

by his Father in Law named Mogiatta Vethavanda Saubeto
the said Mogiatta Vethavanda Saubeto has an Agreement
by the said Appapangar Sir Therefore We Declare that the said
Vethavanda Shanbeto being a Grand Son of the said Mogiatta
Vethavanda Saustra is Intitled to the Inhabitants of the
said Cauthawadoo Village and that the said Appapangar has
no right or Title to the said Cauthawadoo Village.

(Signed)

Cawasanna Caulasty
of Calavarlloo in the District of Saudavanthara Caul
Gopaul Kistnamah Saustry of Arabor Caul

A True Translation as near as can be taken from the
Original Malabar Language by Soobaroyah Sworn Ind.
Interpreter.

Chas Brumley
Mayr Rspondt

Interrogatories to be administered
to such Witnesses as shall be produced
and Examined on a certain Petition
and Answer between Appapangar Mogiatta
and Chinnayapayangar and Mogiatta
Shamiah by his Attorney John Walli
a Suit now Depending in the Hon
the Mayors Court at Madrafsatam
wherein the said Honorably Sheweth

by his Attorney John Wallis in Com-
plainant and Avaloor Vethavanadah
Saustrelo Defendant.—
On the Part and behalf of the Petitioners

So all the Witnesses } 1st Do You know or do you not know the Parties Complainant and Defendant as also the Petitioners in the Title of these Interrogatories Named If yea how long have you so known them or either and which of them Declare.—

Veerapillah Chengarra Naick Venga ma Naick Yelly Chilly } 2d Did you hear or have you been Informed either by your Ancestors and whom that the Ancestors of the Petitioners in the matter in Question ever did Enjoy the Mierashys Inheritance and other Properties of the Village called Cathiravadoo in Dispute or not If yea, which of the said Ancestors did so enjoy the same Declare, Do you know or do you not know if the Petitioners or who else did enjoy the same Property after the Decease of their Ancestors Did you hear that the Ancestors of the Defendant have any Property in the said Village or not and Do you know if the Defendant ever did enjoy or have any Property in the said Village or not Declare.—

Ragava Reddy Cannaparah Reddy Cundapah } 3d Are you or are you not the Inhabitants of the Neighbouring Villages to the Village of Cathiravadoo in Dispute and of what Village by name are you Inhabitant If yea Do you or do you not know whether the Petitioners did enjoy the said Mierashys Inheritance and other properties of the Village called Cathiravadoo or not and which of them, or who else did enjoy them did you hear or do you otherwise know that the Defendant or

or his Ancestors or other any which of them have enjoyed
Enjoy the Property in Dispute of the said Village called
Declare.—

Verapilla
Chingamah
Naick Lingama
Naick Telly
Chilly

6.th Do you know have you Heard or have you ever been
and by whom that the Defendant in the Suits of these Interr
names and what other person or persons are now named
the Village called Cathavaroo If you Did So or Heard the
the duties of the Commanare of the aforesaid Village or other
whom Did the Commanare and the Defendant jointly
the Property of the Petitioners or not Did or did not
or who else by Name Competare to one Hundary the
of Tagpur County at that time or to whom did the
order the Petitioners and the Defendant to go to Mediation
not and how Answer If you Heard or were not the said
Mediators chosen and did they or did they not agree
an Award in favor of the Petitioners and before the
did the Defendant refuse to go to the Mediation or not
did not the Mediators wait some time for the Defe
and if you why and for what Cause Accused and
they so wait for the Defendant Do you know how
or have Informed that the said Mediator did agree
said Shanmuga of their arbitrium and Determination
If you Heard or did the said Hundary order the Petitioners
enjoy all their Property or not and how Answer Do

Petitioners enjoy and procef the same ever since such Order or not
Do you know have you Heard or been informed that the Mediators

Verapillah
Callattapila

gave any Award in favor of the Defendant or not Declare.—
5.th Are you or are you not the Conceopty of the Village called Cathar-
vaboo in Dispute or of what Village are you Conceopty Do you know
of the Petitioners did enjoy the Meerashys Inheritance and other
properties in dispute of that Village or if not who else by name did
enjoy the same Did you see or find the Accounts of the said
Village Wrote by your Ancestors or by whom, whether the Ancestors
of the Defendant or Ancestors of the Petitioners have enjoyed the above
property in the said Village and which of them by Name, do you
know any thing of the Defendants having any Property in the
said Village or of any one else having any Property therein and
who so had such property Declare.—

Shaunevasha
Iyengar

6.th Did you or did you not draw or Wrote and give any Agrument
or Deed to the Defendant in the Suits of these Interrogatories named
If yea Look at the Cadjan Writing marked A now produced
and Shewn to you at this the time your Examination and purporting
to be an Agreement from you in favor of the Defendant whether it
is the Proper hand Writing of you or not so Signed under the Agre-
ment did you Sign your Name or not Or do you know any thing
of such Agrument Declare.—

This Interrogatory was read
and by Order of Court is to be
Written at the Close of the Cause &c
Ja.s Taylor

Verapilla
Telly Chilly

7.th Do you know the Hand Writing of Chinnayasagingar one of the
Petitioners in this Cause did you ever see him Write or Sign his name to

to any Letter or to any Account or otherwise. If you look the
Cadjan Writing Marked A now produced and Shewn to you at
this the time of your Examination and purporting to be an Agree-
ment from Chinnyasyengar One of the Petitioners in this
in favor of the Defendant and is the Name fist and last
Sheets of the Proper hand Writing of the said Chinnyasy
or not Declare.—

Cundapah
Venkatanah
Trumelah } 8.th Did you or did you not draw or Write and give any Agreement
Defendant in the Title of these Interrogatories named of you the
Cadjan Writing Marked B now produced and Shewn to you at the
time of your Examination and purporting to be an agreement for
you in favor of the Defendant whether is the proper hand Writ
you so Signed under the Agreement or not did you Sign your
Sheets or not and do you know any thing of such Agreement

To all the
Witnesses } Q.r Do you know of any other Matter or thing or have you let
any you Set forth any thing touching the Matter in Dispute
cause that may tend to the Benefit or Advantage of the Petitioners
If you Declare the same as you know have been Informed
believe together with the Reasons of such your belief at fully &
You had been thereunto Particularly Interrogated

J Bowan
Atty for Petrs

Mayors Court at Madraspatnam.— Between Appayengar Narnayengar
and Chinnyasyengar and Konahally
Shamiah by his Attorney John
Wallis in a Suit now depending in
the Honble the Mayors Court at
Madraspatnam wherein the said
Konally Shamiah by his Attorney
John Wallis is Complainant and
Avaloor Vishwanada Shasterloo
Defendant.—
On the Part of the Petitioners.—

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

Veerapilla of Cathiwaddoo but at Present of Madras Coneoply Ages 35 years or there-
abouts being produced as a Witness in this Affair on the Part of the Petitioners was on the
29.th Day of March 1780 Signified at the Office of Mr. Charles Bromley whose Attorney
for the Respondent by Cundapah 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.—
1.st

To the first Interrogatory this Deponent Saith that he doth
know the Complainant Konahally Shamiah in this Cause, and
that he hath so known him two or three years but that he does not
know the Defendant Avaloor Vishwanada Shasterloo in this Cause
but he doth know the Petitioners Appayengar Narnayengar and
Chinnyasyengar in this Affair, and that he Saith to known them
twenty five years or thereabouts and more Saith not to this
Interrogatory.—

2nd

To the Second Interrogatory this Deponent Saith that he hath heard and informed by his Ancestors that the Ancestors of the Petitioners in the Matter in Question did enjoy the Monaihy Inheritance and other Properties of the Village called Cathiravedoo in Dispute and that the Ancestors of all the Petitioners did enjoy the same and that this Deponent doth know that the Petitioners enjoy the same properly after the Decease of their Ancestors this Deponent never heard that the Ancestors of the Defendant any property in the said Village or that the Defendant did enjoy any Property in the said Village - and more Saith not to this Interrogatories.

4th

To the Four Interrogatory this Deponent Saith that he doth being Conceptly and knowing the Accounts of the said Village Defendant in the Title of these Interrogatorys are that the said Village called Cathiravedoo and that he did to end the said desire of the Commavars of the aforesaid Village, and that the and the Defendant did jointly Stop the Property of the Petitioners and that the Petitioners did Complain to one Rundaroy the of the Jaffna Country at that time and that the Rundaroy the Petitioners and the Defendant to go to Mediation and the said Mediation were chosen and they did agree to give an Award favor of the Petitioners and that the Defendant did refuse the Mediators and that the Mediators did wait some time the Defendant and the Reason that they couldn't stay so

said Defendant was to acquaint him that they intended giving an Award in favor of the said Petitioners and also that it might be given in the Presence of both Parties, and that this Defendant doth know that the Mediators did acquaint the said Rundaroy of their intention and Determination and that the said Rundaroy did Order the Petitioners to enjoy all their Property, and that the said Petitioners did enjoy and possess the same ever since such Order and that this Deponent doth know that the Mediators gave no Award in favor of the Defendant - and more saith not to this Interrogatory.

To the fifth Interrogatory this Deponent Saith that he is Conceptly of the Village called Cathiravedoo in Dispute and that this Deponent doth know that the Petitioners did enjoy the Monaihys Inheritance and other Properties in Dispute of that Village, and that this Deponent did see the Accounts of the said Village where by his Ancestors and that the Ancestors of the Petitioners have Enjoyed the Property in the said Village, and that this Deponent does not know any thing of the Defendant having any Property in the said Village - and more saith not to this Interrogatory.

To the Seventh Interrogatory this Deponent Saith that he doth know the hand Writing of Chinnyoasayengar One of the Petitioners in this Cause and that this Deponent has seen him sign his Name both to Letters and Accounts and that the name Subscribed to the Cadjan Writing Marked A now produced and

Sum

Shown him at this the time of his Examination and purpose
to an Agreement from Chinnyasangar one of the Petitioners
Cause in favor of the Defendant is not of the proper hand Writ
the said Chinnyasangar and more saith not to this
To the last Interrogatory this Deponent saith that he
Madras about four Months ago when the said Complainant
this Deponent to be a Witness in this Cause on his behalf
promised if he would to give him some Maunium or five
Land in the Village of Catheravaro and more saith not to
Interrogatory

Q.t

T Welch
Exam.r

Mayor's Court at Madraspatnam

Between Appayengar &
engar and Chinnyappengar
Honnakally Shamiah by
Attorney John Walls and
now Depending in the Mayor
Mayor's Court at Madraspat
wherein the said Honakally
ah by his Attorney John W
is Complainant and Shaba
nada Shastrelu Defendt

On the Part of the Petitioners

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

163

Chengamiah Naick of Catheravaro Inhabitant ages 38 years or thereabouts
being produced as a Witness in this affair on the part of the Petitioners was on the 13.th
Day of March 1780 Signified at the Office of Mr Charles Bromley who is Attorney
for the Respondents by Cundapah 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.

1.st To the first Interrogatory this Deponent saith that he doth
know the Complainant Honahally Shamiah in this Cause and
that he hath so known him five or Six years and that he doth
also known the Defendant Avaloor Vinanada Shastrelu in this
Cause and that he hath so known him about Six years, and
that he doth likewise know the Petitioners Appayengar Narnay-
engar and Chinnyappengar in this Affairs and that he hath
so known them Twenty five years or thereabouts — and more
saith not to this Interrogatory —

To the Second Interrogatory this Deponent saith that he has heard
and been Informed both by his Father and others that the Ancestors of
the Petitioners in the Matter in Question did enjoy the Merashys
Inheritance and other Properties of the Village called Catheravaro in
dispute, and that the Ancestors belonging to the Petitioners did so enjoy
the same, and that this Deponent doth know that the Petitioners did
enjoy the same Property after the Decease of their Ancestors and
that this Deponent never heard that the Ancestors of the Defendant
had any property in the said Village and that this Deponent doth
know that the Defendant never did enjoy or has any Property in
the

L.t

the said Village — and more saith not to this Interrogatory

To the fourth Interrogatory this Deponent saith that he knows the Defendant in the Title of this Interrogatory mentioned but the Village called Cathiwaddy, and that he doth know the same by being an Inhabitant of the said Village that he did attend the same by the desire of the Commonalty of the aforesaid Village and that the Commonalty and the Defendant did jointly stop the Property of the Petitioners and that the Petitioners did complain to and Humbarry the Amildar of Singhoor Country at that time and that the Humbarry to the Petitioners and the Defendant to go to Mediation and the Mediators where chosen and that they did agree to give an Award in favor of the Petitioners, and that the Defendant did refuse to the Mediators and that the Mediators did wait some days for the Defendant and the Reason that they so waited for him was and was because they wanted to give an Award in the Presence of both Parties, and that this Deponent doth know that the Mediators did acquaint the said Humbarry of their intended Determination and that the said Humbarry did Order the Petitioners to enjoy all their Property and that the said Petitioners did enjoy and injoy the same ever since such Order — and that this Deponent doth know that the Mediators never did give any Award in favor the Defendant — and more saith not to this Interrogatory

q.t

To the last Interrogatory this Deponent saith, that since the Commencement of this Suit the Defendant in the Letter sent both to this Deponent and one [illegible]

Desire them to give their Evidence in his the Defendants behalf and more saith not to this Interrogatory —

Welch
Exam.r

Mayor's Court at Madraspatnam — Between Appayengar Narrayengar and Chinnayoopyangar and Monally Shamiah by his Attorney John Wallis in a Suit now Depending in the Honble the Mayor's Court at Madraspatnam wherein the said Monahally Shamiah by his Attorney John Wallis is Complainant and Avalore Veshvanadah Shastrellu Defendant. —

On the Part of the Petitioners

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

Vengama Naick of Cathiwaddy Inhabitant aged 60 years or thereabouts being Produced as a Witness in this affair on the part of the Petitioners was on the 13.th Day of March 1780 Signified at the Office of Mr. Charles Bromley who is attorney for the Respondent by Cundapah 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. —

1.st To the First Interrogatory this Deponent saith, that he does not know the Complainant Monahally Shamiah in this Cause, that he

he doth know the Defendant Arabur Cumarasa Shastricul
Caule and that he hath so known him Six years or thereabouts
that he doth also know the Petitioners Appagungar Narrayen
and Chiangoopyangar in this Affairs and that he hath so known
them forty five years or thereabouts ... and more saith not to the
Interrogatory

2d. To the Second Interrogatory this Deponent saith, that he
heard and been informed both by his Ancestors and other Persons
belonging to the said Village that the Ancestors of the Petitioners
the Matter in Question did enjoy the Mirasshys, Inheritance or
other Properties of the Village called Cattenwatoo in Dispute
that the Ancestors belonging to all the Petitioners did so enjoy the
same, and that this Deponent doth know that the Petitioners
enjoy the same Property after the Decease of their Ancestors and
this Deponent never heard that the Ancestors of the Defendant
any property in the said Village, and that this Deponent doth
know that the Defendant never did enjoy or had any profits
the said Village ... and more saith not to this Interrogatory

4th. To the fourth Interrogatory this Deponent saith, that he doth
knows that the Defendant in the Suit of these Interrogatories
did rent the Village called Cattenwatoo and that this Deponent
know the same by being an Inhabitant of the said Village and
he did so rent the same by the Power of the Commanaar of the
aforesaid Village and that the Commanaar and the Defendant
did jointly enjoy the Property of the Petitioners, and that the said

Petitioners did Complain to one Kundaroy the Amuldar
of the Jaghire Country at that time, and that the Kundaroy did
Order the Petitioners and the Defendant to go to Mediators and
that the said Mediators were chosen and that they did agree to give
an Award in favor of the Petitioners and that the Defendant did
agree to go to the Mediators and that the Mediators did wait some
time for the Defendant and the Reason that they so waited for the
Defendant was to acquaint the said Defendant that he had
no Right to any Property in the said Village and to give an Award
in the Presence of both parties, and that this Deponent doth know
that the Mediators did acquaint the said Defendant of their
intentions and Determination and that the said Kundaroy did
Order the Petitioners to Enjoy all their Property and that the said
Petitioners did enjoy and possess the same ever since such
order - and that this Deponent doth know that the Mediators
never did give any Award in favor of the Defendant - and more
saith not to this Interrogatory -

To the last Interrogatory this Deponent saith that since the
Commencement of this Said the Defendant sent to this Deponent
and offered to give him five or ten Pagodas if he would give his
Evidence on his the said Defendants behalf and more saith not
to this Interrogatory -

J. Welch
Exam.

The — Mark
of Venguma Naick

Mayor's Court at Madraspatnam Between Appagoopy Nayer and Chinnyahpyngar and Ronaly Shamiah by his attorney John Wallis Plaintiffs

and Avalore Vishwanada Defendant

On the part of the Plaintiffs

Deposition of Witness taken in this Cause before the Commissioner in this Court as followeth

Yelly Chitty of Cathawadee but at Present of Madras Merchant of years or thereabouts being produced as a Witness in this affair on the part of the Plaintiffs was on the 29th Day of March 1750 Sworn at the Office of Mr Charles Stevens who is Attorney for the Respondent by Curiapah my Servant who also Wrote down the Name Title and place of Abode of the said Deponent and after the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent Saith that he doth know the Complainant Ronally Shamiah in this Cause and that he hath so known him for Seven or Eight years and upwards and that he doth know the Defendant Avalore Vishwanada Shastah and that he hath so known him for Seven or Eight years and upwards and that he doth know the Petitioners in this affair and that he hath known them Thirty years and upwards — and more saith to this Interrogatory

2nd To the Second Interrogatory this Deponent Saith that he hath heard and been informed by his Ancestors that the Ancestors of the Petitioners in the Matter in Question did enjoy the Share of

Inheritance and other Properties of the Village called Cathawadee in Dispute, and that the Ancestors of the Petitioners did enjoy the same and that this Deponent doth know that the Petitioners did Enjoy the same properly after the Decease of their Ancestors, but this Deponent never heard that the Ancestors of the Defendant had any property in the said Village or that the Defendant did ever enjoy any Property in the said Village — and more saith not to this Interrogatory —

3rd To the fourth Interrogatory this Deponent saith, that he doth know by being an Inhabitant of the said Village that the Defendant in the Title of these Interrogatories did rent the said Village called Cathawadee and that he did so rent the same by the desire of the Commanvars of the aforesaid Village, and that the Commanvars and the Defendant did jointly stop the Property of the Petitioners and that the Kundayroy the Amaldar of the Jaghire Country at that time and that the Kundayroy did Order the Petitioners and the Defendant to go to Mediators and that the said Mediators were chosen and they did agree to give an Award in favor of the Petitioners and that the Defendant did refuse to go to the Mediators and that the Mediators did wait some time for the Defendant and the Reason that they so waited for the Defendant as they might give an Award in Presence of both Parties, and that this Deponent doth know that the Mediators did acquaint the said Kundayroy of their intention and Determination and that the said Kundayroy did Order the Petitioners to enjoy

Enjoy all their Property and that the said Petitioners always
possess the same ever since such Order and that the Dft
doth know that the Mediators gave no Award in favr of
Defendant and more saith not to this Interrogatory

To the Seventh Interrogatory this Deponent saith he does
know the Hand Writing of Chinnyasayengar Cmg the Petitions
in this Cause and that this Deponent has seen him write his
Name to Accounts and that the Name set and subscribed to
Calyan Writing Marked A now produced and shewn
at this the time of his Examination are purporting the
Agreement from Chinnyasayengar Cmg the Petitioners
in the favr of the Defendant is not of the proper hand Writing
said Chinnyasayengar and more saith not to this Interr

T Welch
Examr

Mayors Court at Madraspatam

Between Appayengar
engar and Chinnyasayengar
Ramahally Shamah
John Walls and
the Honble the Mayor
at Madraspatam whose
Ramahally Shamah
John Walls and Complainants
Avatoor Vishwanada Shastr
Defendant

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

Ragava Reddy of Chumbadu Inhabitant age 40 years or thereabouts being
produced as a Witness in this affair on the part of the Petitioners was on the 13th Day of
March 1780 Signified at the Office of Mr Charles Bromley who is the Attorney for the
Respondent by Cundapah my Servant who also left Him a Note of the Name
Petitioners 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 does
not know the Complainants Ramahally Shamah in this Cause
but he doth know the Defendant Avatoor Vishwanada Shastrelu
in this Cause and that he hath so known him for five years or thereabouts
and that he doth also know the Petitioners Appayengar Narrainger
and Chinnyasayengar in this affair and that he hath so known them
about thirty years and more saith not to this Interrogatory

To the third Interrogatory this Deponent saith that he is an Inhabit-
ant of the Neighbouring Village to the Village of Cathiravador in Dispute
and by Name Chumbadu and that this Deponent doth know that
the Petitioners did enjoy the said Mirasiya Inheritance and other perquisites
called Mauniam or free Gift Lands of the Village called Cathiravador
and that this Deponent did never hear that the Defendant or his
Ancestors have enjoyed or ever did enjoy the Property in Dispute of the
said Village called Cathiravador and more saith not to this or the
last Interrogatory

T Welch
Examr

his
Ragava Reddy
mark

Mayors Court at Madraspatnam

Between Appayengar and Chinnayyapayengar and Honakally Shamiah by his Attorney John Wallis in a Suit now depending in the Mayors Court at Madraspatnam wherein the said Honakally Shamiah by his Attorney John Wallis is Complainant and Avalsor Veshwanada Shastelu Defendant

On the Part of the Petitioners

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

Cannapah Reddy of Chumbadu Inhabitant Ages 60 years a Witness produced as a Witness in this Affair on the Part of the Petitioners was on the 13th Day of March 1780 Signifies at the Office of Mr Charles Bromley Attorney for the Respondent by Cundapah my Servant who also Left Notice of the Name Title and Place of abode of the said Deponent and aforesaid day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent Saith that he does not know the Complainant Honakally Shamiah nor the Defendant Avalsor Veshwanada Shastelu in this Cause but he doth know the Petitioners Appayengar Narrayengar and Chinnayyapayengar in this Affair and that he hath so known fifty years or thereabouth and more Saith not to this Interrogatory

3rd To the Third Interrogatory this Deponent Saith that he is Inhabitant of the Neighbouring Village to the Village of Chumbadu in Dispute and by Name Chumbadu and that he Deponent doth know that the Petitioners did enjoy the said Manneah

Inheritance and other Properties of the Village called Cathawadoy and this Deponent never did hear that the Defendant or his Ancestors have enjoyed or ever did enjoy the Property in Dispute of the said Village called Cathawadoo and more Saith not to this or the last Interrogatory

J Welch
Ecam.

The ⅄ Mark of
Cannapah Reddy

Mayors Court at Madraspatnam

Between Appayengar Narrayengar and Chinnayyapayengar and Honakally Shamiah by his Attorney John Wallis in a Suit now depending in the Mayors Court at Madraspatnam wherein the said Honakally Shamiah by his Attorney John Wallis is Complainant and Avalsor Veshwanada Shastelu Defendant

On the Part of the Petitioners

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

Cundapah of Chumbadoo but at Present of Madras Inhabitant ages 35 Years or thereabouth being produced as a Witness in this Affair on the Part of the Petitioners was on the 13th Day of April 1780 Signifies at the Office of Mr Charles Bromley who is Attorney for the Respondent by Cundapah my Servant who also Left Notice of the Name Title and Place of abode of the said Deponent and

and afterwards on the same Day being Sworn and Examined Deposith as
followeth.—

1st To the first Interrogatory this Deponent Saith that he does
not know the Complainant Honakully Shamiah in this
but he doth know the Defendant Avalor Vishwanadah
in this Cause, and that he hath so known him two years or
and that he doth also know the Petitioners Appayengar Nara-
-yengar and Chinnyaghyengar in this Affair and that he
so known them twenty years and upwards. and more but
not to the Interrogatory.—

3rd To the third Interrogatory this Deponent Saith that he
is Inhabitant of the Neighbouring Village to the Village
in Dispute and by name Chumbadar and that he doth
that all the Petitioners as did enjoy the said Honakly
lands and other Properties of the Village called Cattawad
that this Deponent never did hear or know that the Def
or his Ancestors ever did enjoy the Property in Dispute
said Village called Cattawadee. and more saith not
the last Interrogatory.—

J Welch
Examr

Mayor's Court at Madraspatnam.—

Between Appayengar Narnayengar and Chinny-
-vappayengar and Honahally-
Shamiah by his Attorney John
Wallis in a Suit now depending
in the Hon^ble the Mayor's Court
at Madraspatnam wherein
the said Honally Shamiah by
his Attorney John Wallis is
Complainant and Avalor
Vishwanadah is Defendant.—
On the Part of the Petitioners.—

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

Pallatta pillah of Cattawadee but at Present of Madras Conicoply—
aged 50 Years or thereabouts being produced as a Witness in this Affair on the part
of the Petitioners was on the 13th Day of March 1738 Signifies at the Office of Mr
Charles Brownley who is Attorney for the Respondent by Curagrah my Servant
who also Gave 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 Deposith as—
followeth.—

1st To the first Interrogatory this Deponent Saith that he does
not know the Complainant Honally Shamiah in this Cause,
but he doth know the Defendant Avalor Vishwanada Saith to be
in this Cause, and that he hath so known him two years or
thereabouts. and that he doth also know the Petitioners Appayengar
Narnayengar

Nanagregar and Ebinegegegan in this Affair ought
hath to know there thirty five years or thereabouts
not to this Interrogatory —

5.th To the fifth Interrogatory this Deponent saith that he
Company of the village called Gathwaton in Dispute and
this Deponent doth know that the Petitioners in this Affair
the Mandan Indians and other persons in dispute in the
Village and that this Deponent and the Ancestors of the
Village made by the Ancestors and that the Ancestors of the
have enjoyed the above Property in the said Village and that
Deponent does not know any thing of the Defendants having
this Interrogatory —

9.th To the last Interrogatory this Deponent saith that about
Months ago a Brother of the said Defendants came to this
and offered to give him some Tobacco or such gift and
would give such Evidence in the Matters in Dispute as
the Defendants Cause would tell him — and more doth
to this Interrogatory —

Welch
Cause

UTSPWOTLN

Mayor's Court at Madraspatnam. Between Appayengar Narrayengar and Chinnywasyengar and Konakally Shamiah by his Attorney John Wallis in a Suit now depending in the Honble the Mayor's Court at Madraspatnam wherein the said Konakally Shamiah by his Attorney John Wallis is Com-plainant and Avaloor Vishwanda Shastrelu Defendant.—

On the Part of the Petitioners.—

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

Cundapah of Cathewadoo but at Present of Madras Inhabitant aged 33 years or thereabouts being produced as a Witness in this Affair on the part of the Petitioners was on the 31st Day of March 1720 Signified at Office of Mr Charles Bromley who is Attorney for the Respondent by Cundapah my Servant who also left him a Note of the Name Title and places 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 Konakally Shamiah in this Cause, but he doth know the Defendant Avaloor Vishwanda Shastrelu in this Cause, and that he hath to known him Six years or thereabouts—and that he doth also know the Petitioners Appayengar Narrayengar and Chinnywasyengar in this affair, and that he hath to known them Twenty years or thereabouts—and more doth not to this Interrogatory.—

J.

344

To the Eighth Interrogatory this Deponent doth believe not draw or Write and give any Agreement to the Defendant the Tells of these Interrogatories Named and that he the Curnapah Signed under the Agreement on the Paper Mark'd D now produced and Shewn to him at the time of his Examination and purporting to be an Agreement from Deponent in favor of the Defendant is not of this Deponents proper hand Writing and that this Deponent did not the Name thereto nor does not know any thing of such and more saith not to this or the last Interrogatory

T Welch
Exam.t

The — Mark
of Curnapah

Mayors Court at Madraspatnam

Between Appajeygar and Chinnyyajeygar and Shamiah by his Attorney John Pl in a Cast now Depending in the Mayors Court at Madraspatnam wherein the said Honahally Sha by his Attorney John Wallis is Plaintiff and Arnadar Vishwanada Shastrelu Defendant

On the Part of the Plaintiffs

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

172

345

Venkatanaick of Cathivadoo but at Present of Madras Inhabitant aged 30 Years or thereabouts being Produced as a Witness in this Affair on the Part of the Plaintiffs was on the 13th Day of April 1780 Signified at the Office of Mr Charles Bromley who is Attorney for the Respondent by Curnapah 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 does not know the Complainant Honahally Shamiah in this Cause but he doth know the Defendant Arabor Vishwanada Shastrelu in this Cause and that he hath so known him five or Six years and that he doth also know the Plaintiffs Appajeygar Mannagoygar and Chinnyyajeygar in this Affair and that he hath so known them Twenty years or thereabouts - and more saith not to this Interrogatory.

To the Eighth Interrogatory this Deponent Saith that he did not draw or Write and give any Agreement to the Defendant in the Tells of these Interrogatories named and that the Name Venkata Naick Signed under the Tarjan Writing marked B now produced and Shewn to him at this the time of his Examination and purporting to Exam Agreement from this Deponent in favor of the Defendants not of this Deponents hand Writing neither does he know any thing of such Agreement - and more Saith not to this or the last Interrogatory.

T Welch
Exam.t

Mayors Court at Madraspatnam

Between Appayengar and Chinnyposte Iengar Konahally Shamiah by his attorney John Wallis now depending in the Mayors Court at Madraspatnam wherein the said Konahally Shamiah by his attorney John Wallis is Complainant and Malor Vishwanad Shastelue Defendant

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

Iremilian of Cathawaden but at Present of Madras Inhabitant aged 40 or thereabouth being produced as a Witness in the affair on the Part of the Petitioners on the 13th Day of April 1780 Signifies at the Office of Mr Charles Brooke is attorney for the Respondent by Cumpah my Servant who also Speaks the Name Tells and Place of abode of the said Deponent and afterwards on the Day being Sworn and Examined Deposeth as followeth —

1st To the First Interrogatory this Deponent Saith that he knows the Complainant Konahally Shamiah in this Cause he doth know the Defendant Malor Vishwanadah Shastelue in this Cause and that he hath so known them for Six years and doth also know the Petitioners Appayengar Nainagengar and Chinnyengar in this affair and that he hath so known them for three years and more Saith not to this or the last Interrogatory —

To the Eighth Interrogatory this Deponent Saith that he did not Draw or Write and give any Agreement to the Defendant in the Title of these Interrogatorys named and that the Name Iremilian Signed under the Cadjan Writing Marked B now produced and Shewn to them at this the time of his Examination and purporting to be an Agreement from this Deponent in favor of the Defendant is not of this Deponents hand Writing neither does he know any thing of such agreement — and more Saith not to this or the last Interrogatory —

J. Welch Examr

To Vencatachery
Vencatachellapullah
and Shashapulla

Additional Interrogatories to be administred to such Witnesses as shall be produced Sworn and Examined in a certain Petition and answer between Appa Iyengar Nana Iyengar and Chinnyposte Iengar and Konah ally Shamiah by his Attorney John Wallis in a Suit now depending in the Honble the Mayors Court at Madras patnam wherein the said Konahally Shamiah by his attorney John Wallis is Complainant and Malor Vishwanade Shastelue Defendant

On the part and behalf of the Petitioners —

1st

To all the Witnesses } 1st Do you know or do you not know the Parties Complainants Defendants & the Petitioners in the Title of this Interrogatory If you know or have you the Means to know them or either and which of them Declare

To Ditto 2d Did you know Parsanna Calastry Sastry of Poland in the District of Salavakum Country and also Gopaul Krishnama Sastry of Avalore Village in the Pleadings in this Cause named If you know or have you the Means to know them, Was you acquainted with the manner of the Hand Writing of the said Parsanna Calastry Sastry and Gopaul Krishnama Sastry did you ever see them write or Sign their Name to any Letter or as Witness to any Deed or otherwise Did you ever receive any Letter from them or either of them or have you seen Letters wrote by them to any Person or Persons whom If you know at the Cadjan Writing marked C now produced and Shown to you at this the time of your Examination and purporting to be an Award Drawn and given by the said Parsanna Calastry Sastry and Gopaul Krishnamah Sastry in favour of Defendant in the Title of these Interrogatories named and to be Signed by the said Parsanna Calastry Sastry and Gopaul Krishnama Sastry as Arbitrators or Mediators and are the Names of such Arbitrators or Mediators of the Proper Hand Writing of such Arbitrators or Mediators respectively Set forth the Contents at large according to the best of your knowledge remembrance belief and according to the Truth Declare the same as you for

have been Informed or do believe together with the Reasons of such your belief.

To all the Witnesses } 3d Do you know of any other Matters or things or Have you heard or can you Set forth any thing touching the matter in Question in this Cause that may tend to the Benefit or Advantage of the Petitioners 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.

Popham
Atty for Pets

Mayor's Court at Madraspatnam.

Between Appa Iyengar Narna Iyengar and Chinnyoopa Iyengar and Honahally Shamiah by his Attorney John Wallis in a Suit now depending in the Hon'ble the Mayor's Court at Madraspatnam wherein the said Honahally Shamiah by his Attorney John Wallis is Complainant and Arabor Sewanada Shasterlu Defendant

On the part of the Petitioners.

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

Vencatacherry of Daumarapaukum but at Present of Madras Inhabitant aged

ages 35 years or thereabouts being produced as a Witness in this Affair on the
part of the Petitioners was on the 27th Day of April 1780 Signifies at the Office of
Mr Charles Brumley who is Attorney for the Respondent by Cuttapah my Servant
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 is well
Canavanna Catastry Sastry of Palamcottah in the District
Salavankum Country and also Gopaul Kistnamah Sastry
Avalore Village in the Pleadings of this Cause named
and so known the former twenty one years and the latter
years or thereabouts and that this Deponent was acquainted
the manner of the hand Writing of the said Canavanna Catastry
and Gopaul Kistnama Sastry and that this Deponent be-
lieves both or Sign their Names as Witnesses to Bonds and
Deeds this Deponent has also a Book in his possession that
the said Canavanna Catastry Sastry this Deponent never
receive any Letters from them but has seen many Letters
by the said Canavanna Catastry Sastry to his friends and
at Daumerapauham, and also in a Letter written by the
said Gopaul Kistnamah Sastry to one Batchaver Sastry
that the Names Canavanna Catastry Sastry and Gopaul
Kistnamah Sastry set or Subscribed to the Cadjan Writing

Mark

Marked C now produced and Shewn to him at this the time
of his Examination and purporting to be an Award Drawn
and given by the said Canavanna Catastry Sastry and Gopaul
Kistnama Sastry in favor of the Defendant in the Title of these Interroga-
tories named and said to be Signed by the said Canavanna Catastry
and Gopaul Kistnama Sastry as Arbitrators or Mediators are not
of the proper Hand Writing of such Arbitrators or Mediators -
and more Saith not to this or the last Interrogatory.

Sworn before me

J Welch
Examr

Mayor's Court at Madraspatnam

Between Appa Iyengar Narra
Iyengar and Chunyappa Iyengar and
Honnahally Shamiah by his Attorney
John Walles in a Suit now depending
in the Hon'ble the Mayor's Court at
Madraspatnam wherein the said
Honnahally Shamiah by his Attorney
John Walles is Complainant and
Avalore Venkanada Shanbaga Defendant.

On the Part of the Petitioners

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

Venkatachellapullah of Madras Cincophy aged 30 years or thereabouts
being produced as a Witness in this Affair on the part of the Petitioners was on
the 27th Day of April 1780 Signifies at the Office of Mr Charles Brumley who
is Attorney for the Respondent by Cuttapah my Servant who also left him a
Note

Note of the Name Title and place of abode of the said Deponent as given on the same being sworn and Examined Deponth as followeth —

1st — To the first Interrogatory this Deponent saith that he does know the Complainant nor the Defendant in this Cause but knows that Vitheram Appa Iyengar Narna Iyengar and Chinny Iyengar in this affair, and that he hath so known them for Eighteen years and more saith not to this Interrogatory

2nd — To the Second Interrogatory this Deponent saith that he knows Narana Chetty Sastry of Calastrallore in the Pollam Calastrum Country and also Gopaul Krishnama Sastry of Villoge in the Pleadings in this Cause named and that he knows them these Seven years and that this Deponent acquainted with the Manner of the Hand Writing of the said Chetty Sastry and Gopaul Krishnama Sastry and that he seen them Write or Sign their Names to Letters and other Writings to Bills &c and that this Deponent has received from them and also seen Letters Wrote by them to others and that the Names Narana Chetty Sastry and Gopaul Krishnama Sastry set or subscribed to the Copies Writings now produced and Shewn to him at this the time of his Examination and purporting to be an Award Decree given by the said Narana Chetty Sastry and Gopaul Krishnamah Sastry in favor of the Defendant in the Suit therein depending named and said to be signed by the said Narana Chetty Sastry and Gopaul Krishnamah Sastry

as Arbitrators or Mediators are not of the proper Hand Writing of such Arbitrators or Mediators — and more saith not to this or the last Interrogatory.

Welch
Exam.r

Mayors Court at Madraspatnam.

Between Appa Iyengar Narana Iyengar and Chinny Appa Iyengar and Honahally Shamiah by his Attorney John Wallis in a Suit now Depending in the Hon.ble the Mayors Court at Madraspatnam wherein the said Honahally Shamiah by his attorney John Wallis is Complainant and Avaloor Vishwanada Shastroloo Defendant.

On the part of the Petitioners

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

Shashapilla of Madras Conicaply aged 28 years or thereabouts being produced as a Witness in this affair on the part of the Petitioners was on the 26.th Day of April 1730 Segnified at the Office of Mr Charles Bromley who is attorney for the Respondent by Cundapah my Servant who also Left him a Note of the Name Title and place of abode of the said Deponent as followeth —

1st — To the first Interrogatory this Deponent saith that he does not know the Complainant Honahally Shamiah in this Cause nor the Defendant Avaloor Vishwanada Sastroloo in this Cause but he doth know the Petitioners Appa Iyengar Narana Iyengar and

and Chinnyyoshe Iyengar on this Affair, and that he did
known them twelve years or thereabouts and more saith not to
this Interrogatory —

2d.

To the Second Interrogatory this Deponent saith that he
did know Varaparra Calastry Sastry of Palamcottah in the
Districts of Salamcham County and also Gopaul Krishnama
Avalcor Village in the Pleadings of this Cause named, and that he
did so know them five or twelve years, and that this Deponent is
acquainted with the manner of the Hand Writing of the said
Calastry Sastry and Gopaul Krishnamah Sastry and that he
them Write and Sign their Names to Letters and as Witness to
and that this Deponent has received Letters from them and
seen Letters wrote by them to his Brother, and that the said
Calastry Sastry and Gopaul Krishnama Sastry did or subscribed
Cadjan Writing Marked C now produced and shown to him
time of his Examination and purporting to be an Award Deed
given by the said Varaparra Calastry Sastry and Gopaul Krishna
Sastry in favor of the Defendant in the Suits of these Interro
Named and said to be Signed by the said Varaparra Calastry
and Gopaul Krishnamah Sastry as Arbitrators or Mediators
not of the Proper hand Writing of such Arbitrators or Mediators
and more saith not to this or the last Interrogatory

Sworn

D. Welch
Exam.

Interrogatories to be Administered
to such Witnesses as shall be produced Sworn
and Examined in a certain Matter now
before this Honble Court wherein Appay-
angar Narnayengar and Chinnyoshe-
angar are Petitioners and Honahally
Shamiah by his Attorney John Wallis
is Respondent In the Cause of the said
Honahally Shamiah by his Attorney
John Wallis vers Avalcor Veshvanadah
Shastrulu.

Witnesses
Dashoo Naick
Kistnamah Naick
Ramah Naick
Ayapoo Naick
Rangapah Naick
Upalcor Veshvanadum
and
Venkatachellum

To all the Witnesses

On the Part and behalf of the Respondent

1st Do you know or Do you not know the Parties Petitioners and Respondent and also Avalcor Veshvanada Shastrulu in the Pleadings named if Yea how long have you so known them or either and which of them Declare —

Dashoo Naick, Kistnamah Naick, Ramah Naick, Ayapoo Naick, and Rangapa Naick Dilto

2d Do you know or Do you not know whether the said Avalcor Veshvanadah Shastrulu is or is not the Right Owner of a Village called Vauthuvadoo and whether he did or did not enjoy the benefit and profit arising therefrom or how otherwise Declare and Set forth to the Best of Your knowledge remembrance and belief and how you became acquainted therewith.

3d Look on the Cadjan Writing now produced and shown to you at this the time of your Examination whether the same was or was not drawn out by one Sawmy Pillah the Notary or Conceptly of the said Village and whether the same was so Drawn or not at the request of Chinnyoshayengar One of the Petitioners in this Matter and whether the said Chinnyosha-yanger did or did not in your Presence deliver the said Cadjan unto the

the said Vishwanadah Shastrel and whether he did or did not
leave of delivering the same Declare that neither he or any
Parson had any right of Property in the said Village but the
said Vishwanadah Shastrel or whom etc by Name and how
were thereof particularly Setforth and Declare to the best of
knowledge Remembrance and belief

Upaloor Vishwa Nadum &c. 4. Do You know or Do you not know whether your
Father named Vishwanadah died or died not in his Life time
what Right Grant unto Vishwanadah Shastrel who resided
at Chelleburn a Village called Vishwanadapooram and whether he did
not deliver unto him the Original Title Deed thereof if
to the best of your knowledge Remembrance and belief

Upaloor Vishwa Nadum and Vencatash ellum. 5. Do you know or Do you not know whether the
between the Petitioners and Vishwanadah Shastrel concerning
before Mundy now and whether he did or did not submit to
Difference to the Decision of Arbitrators and whether the said
did or did not grant their Award for the same and whether
Petitioners and the Arbitrators known on their part did or
absconds from the place without Signing the said Award or
to defeat of Expedite the final Decision of their Disputes
Setforth and Declare to the best of your knowledge Remembrance
and belief and how you became acquainted therewith

Seall the Witnesses last 6. Do You know of any other Matter or thing or
heard or can you Setforth any thing touching the Matters

in this Cause that may tend to the benefit or Advantage of the
Respondent If you Declare and Setforth the same and each and
every particular Relative thereto as you know have been informed
or do believe with the Reasons of such your said knowledge Informa-
tion and belief as fully as if you had been thereunto particularly
Interrogated

Chas. Brawley
Atty Respdt

Translation of an Agreement dated the 10th August 1778

I Chinnya vasingar Son of Cannasamooderam Acharyar and
my Relations of Candrawaadoo alias Sheeranapooram Village in the District
of Tirupassoore Country do give this Agreement to Moopanda Vesavanadah
Shastrel the owner of the said Village Viz to say

The People of Commavar Cast living at your Village they
sent for our Grand Father named Anantajayungangar Built a House
and gave it him to Reside in a long with them accordingly whilst he
lived at the said Village your Father in Law named Upaloor Sanjeeva
Sastrel came to the said Village and granted to us in Writing some
part of the Lands out of the said Village as a Donation and some as
he Sold, and also received the Agreements from us which you heard and
Sent for Me, and Vesavanadayar Son of the said Sanjeeva Sastrel
and asked as follow in the Presence of four Credetable Persons as mediators
That on the former time your Mother in Law Grand Father gave as a
Donation of the said Village of Sevenmahs with Money and Waters as
used

annual Custom to grant Sunnuds & Pandaw Pottahs to Cuppeal Tella Pooty of the said Pannam, and what Right the said Ap[illegible] has to sell or give as Donation the Land of the Shanb what right we have to purchase the same from him or the said Tella Pooty to the said Mirasdars which they produ sending for what other proof the both parties had and produ they declare that the said Village &c was granted as a Dona said Mayandra Vinnanadah Sastriyar to the Bramins the sole right and Title to the same but we shall have no right Title either to Receive as a Donation or by purchase Deed or to sell and you are Comeas for the same therefore we have you the Deed agreement that was in our Possession Sent grant the agreement by our consent Drawn by Sattay Markapulle Notary of the said Village—

Witness

(Signed) By the Consent of Sevenatchariar

Naunapah Naick (Signed) Chinnavayangar [illegible]

A true Translation as near as can be taken from the Original Malabar Language by Soobraya Sworn Court [illegible]

Char Brownlow
Atty Respondt

Mayors Court at Madraspatnam

Between Apayangar Narnayangar and Chinnoopayangar and Konahally Shamiah by his attorney John Wallis in a Suit now depending in the Worshipfull the Mayors Court at Madraspatnam wherein the said Hon. Konahally Shamiah by his attorney John Wallis is Complainant and Avalor Vennanda Shastarlue is Defendant—

On the Part of the Respondent—

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

Ramah Naick of Cudypolliam Inhabitant aged 31 years or thereabouts being produced as a Witness on the Part of the Respondent was on the 30th Day of November 1770 Sworn at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Venayagam my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

To the first Interrogatory this Deponent saith that he doth know the Petitioners Apayangar Narnayangar and Chinnoopayangar in this Cause and that he hath so known them Eight years or thereabouts and that he doth know the Respondent Konahally Shamiah in this Cause and that he hath so known him Ten years or thereabouts and that he doth also know the Defendant Avalor Vennanadah Shastirlue in this Cause and that he hath so known him Ten years or thereabouts and more saith not to this Interrogatory—

To the Second Interrogatory this Deponent saith that he is an Inhabitant of a Neighbouring Village to Cauthiwaddoo and that he hath always resided Most from the Inhabitants of Cauthiwaddoo and that Avalor Vennanadah Shastirlue is the Head Sowcar of the Village called Cauthiwaddoo and that he the said

Recvd the Bought and Boght among thereon and over and
Interrogatory

3.d

To the 3rd Interrogatory this Deponent saith upon producing the
Cadjan Writing Marked A at the time of his Examination
saw was drawn out by Sawmy Pillah Conceptor of said Village
request of Chinnoopayangar one of the Petitioners in this Matter
said Chinnoopayangar did in this Deponents presence deliver
Cadjan to Viswanadah Shanbrloo and at the same time Declare
weather himself or any other Person had any Claim or use
but that said Viswanadah Shanbrloo was the right Owner
more saith not to this or the last Interrogatory

Rich^d Cuppidge
Exam^r

Mayors Court at Madraspatnam

Between Apayangar
gar and Chinnoopayan
gar and Cumaty Shanmah by
Monahally Shanmah by
John Watts his Attorney
in the Cause the Mayor &
Madraspatnam whereof he
Monally Shanmah by his Att^y
John Watts is Complainants
Anabor Viswanadah Shanbrloo
Defendant

On the Part of the Respondent

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

Appayan Nauck of Egmoreburry Inhabitant aged 29 years

Produced as a Witness in this Cause on the Part of the Respondent was on the 30th Day of November 1780 Signified at the Office of Mr Stephen Popham who is Attorney for the Petitioners by Venayagam my Servant who also left Summons 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 Petitioners Appayangar Narrayangar and Chinnoopayangar in this Cause and that he hath so known them Ten years or thereabout and that he doth know the Respondent Monahally Shanmah in this Cause and that he hath so known them four years or thereabout and that he doth know the Defendant Anabor Viswanadah Shanbrloo in this Cause and that he hath so known him ten years or thereabout and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that Anabor Viswanadah Shanbrloo is the right owner of the Village called Cauthiwaboo and that he did enjoy the Boughts and Profits arising thereon and this Deponent saith, that he is an Inhabitant of Neighbouring Village to Cauthiwaboo, and more saith not to this Interrogatory

To the third Interrogatory this Deponent saith upon producing and shewing him the Cadjan Writing Marked A at the time of his Examination, that the same was Drawn out by Sawmy Pillah Conceptor of the said Village at the Request of Chinnoopayangar one of the Petitioners in this Matter, and the said Cadjan was delivered by Chinnoopayangar in this Deponents presence to said Anabor Viswanadah Shanbrloo and the time of Delivering the same Chinnoopayangar did Declare that he or himself or any other Person

Person had any right or Claim on said Village to the Interr
Shasterloo was the right owner thereof and ever soldt as to her
Interrogatory

Richd Dighton
Exam.

Mayors Court at Madraspatnam

Delwen appayangar &c
and Chinnyapayangar and Ronnaly
-mah by his Attorney John Wallis
now depending in the Court the
at Madraspatnam wherein
ally Shamiah by his Attorney
is Complainant and Doctor
Shasterloo is Defendant

On the Part of the Respondt

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

Vencatachellum of Tyrabmongadum Inhabitant aged 38 years
being Produced as a Witness on the Part of the Respondt and
Day of November 1710 Appears at the Office of Mr Stephen Popham and
for the Petitioners by Vencatapuren my Servant who also Left him a Note of the
Title and place of abode of the said Deponent and afterwards on the same day
Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent Saith that he doth
the Petitioners Appayangar Narrayanapar and Chinnyapayangar
the Affair and that he Hath so known them

and that he doth know the Respondent Ronally Shamiah in this
Cause and that he hath so known him Seven years or thereabouts
and that he doth also know the Defendant Avalor Viranadah
Shasterloo in this Cause and that he hath so known him fifteen
Years or thereabouts And more saith not to this Interrogatory
To the fifth Interrogatory this Deponent saith that the Differance between
the Petitioners and Viranadah Shasterloo concerning their Pretensions to
the Rights of Property in said Village Cauthauraloo now lies before Hunty-
ray and that he did Submit the said Difference to the Decision of Arbitrators
and the Arbitrators did grant their award for the same and the said Petitioners
and Arbitrators chosen on their part did absconse from the Place without signing
said Award on purpose to Defeat the proceedings of the Decision of their Disputes and
this Deponent was present at the time of the said Awards being given
and more saith not to this or the last Interrogatory

Richd Dighton
Exam.

Mayors Court at Madraspatnam

Delwen Appayangar Narayanpar
and Chinnyapayangar and Ronnahally
Shamiah by his Attorney John Wallis in
a Suit now depending in the Hon'ble the
Mayors Court at Madraspatnam wherein
the said Ronahally Shamiah by his
Attorney John Wallis is Complainant
and Doctor Viranadah Shasterloo is

On the Part of the Respondt

Depositions of Witnesses taken in this Cause by an Order
Examiner in this Court as followeth —

Rangapah Nauck of Mongelam Inhabitant aged 28 years be-
being produced as a Witness on the Cause on the Part of the Respondt on the
Day of November 1782 appears at the Office of Mr Stephen Popham
Attorney for the Petitioners by Languagum my Servant who also speaks
the Narrie Tellie and Place of abode of the said Deponent and after
same Day being Sworn and Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he
the Petitioner Appayagar Narrayangar and Chinnyopayangar
saith so know him for ten years or Remember and that he saith
Respondt Monahally Shamiah in this Cause and that he
so known him for ten years or Remember and that he saith
the Deponent Avalar Vithoonadah Shastelu in the
that he hath so known him ten years or Remember and
saith not to this Interrogatory —

2d — To the Second Interrogatory this Deponent saith that
Vithoonadah Shastelu is the Right owner of the Village called
Avalar and that he did enjoy the Benefit and profit arising
and this Deponent saith that he has been present at the
Avalar Vithoonadah Shastelu when the Village brought
have made Report and grave in the Village Accounts to
Vithoonadah Shastelu and More saith not to this Interrog

3d — To the third Interrogatory this Deponent saith upon

and Shewing the Cadjan Writing marked A at the time of his
Examination that the same was Drawn out by One Sawmy Pillah the
Conceptor of the said Village and at the Request of Chinnyopayan One of
the Petitioners in this Matter and the said Chinnyopayangar did
in this Deponents Presence deliver said Cadjan unto the said Avalar
Vithoonadah Shastelu and at the same time Declare that neither
himself or any other Person had any right or Claim to said Village
but that Avalar Vithoonadah Shastelu was the right Owner thereof
and more saith not to this or the last Interrogatory

Rich.d Dighton

Exam.r

In the Hon.ble the Mayors } Between Monahally Shamiah
Court at Madraspatnam } by his Attorney John Wallis and Avalar
Dec.r 5th March 1783. Vithoonada Shastelu

In the Petition of Appayangar Narrayang and Chinnyopayangar —

Exceptions to the Depositions of Shrinivasah
Iyengar One of the Petitioners by name Chinnyopayangar taken on the
part of the above said Petitioners —

Because that the above said Chinnyopayangar,
whose real Name is Shrinivasha Iyengar, is a party Interested in the
Event of the above said Petition, by being One of the Petitioners above named and

ant of course is incompetent to give his Deposition

For which reason the above said Honorable Shamiah by his Attorney John Walles does Except and humbly prays this Honble Court to set aside said Deposition with Cost

Chas Brumley
Atty Respondt

In the Honble the Mayors Court at Madraspatam

Fryday April 27th 1781

Between Honahally Shamiah by his Attorney John Walles Avatore Venuda Shanbaloo

In the Petition of Appayangar Narrayangar and Chinnyapayangar

The Answer of the said Petitioners to the Exceptions of the said Honahally Shamiah to the Deposition of Chinnyapayangar one of the said Petitioners

Say that notwithstanding the said Chinnyapayangar is one of the Petitioners they never did or humbly conceive that on

the said Petition the Deposition to Exception to ought not to have been impeached as the same in the said Exception is

Because had such Deposition been subject to such Exception as is now offered the Opposite party or his Attorney having timely Notice ought more properly to have objected to the Examination of the said Chinnyapayangar then after being Sentenced thereon to have excepted to his Deposition so taken under such Examination whereof due Notice has been so given the said Petitioners therefore humbly pray that the said Exception be Over ruled with Cost

Bonham
Atty for Petrs

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of September Anno Domino 1781

Present

Mr James Call Senior Alderman

William Webb and Robert Hughes Aldermen

Honahally Shamiah by his Attorney John Walles
vers
Avatore Vepevanadah Sashaloo

Petition of Appayangar Narrayangar and Chinnyapayangar read. Answer with four Exhibits annexed read. Exceptions of the Respondent to the Deposition of Shrinivasayengar read. The Petitioners answer thereto read. The Exception and Answer coming on to be Argued and Determined this Day and the Court having had due Consideration thereon are of opinion that the Exception is good and this Honble Court Orders that the Interrogatories and Deposition of Shrinivasha Iyengar be thrown out with Cost to be paid by the Petitioners. Interrogatories on the part of the Petitioners read

Two

(363)

Under Signatures taken Remarks Exd.
Additional Interrogatories on the part of the Petitioner &c
Their Depositions taken Remarks Exd.
Interrogatories on the part of the Respondent with an Exhibit and
Four Depositions taken Remarks Exd. The Witnesses X'd & Cross
for Examination

The Matter in Dispute between the
Appayengar Narrayengar and Chinnayengar and the Respondent
Shamiah by the Attorny John Wallis coming on to be Argued
ed this Day in the Presence of the Attorneys on both sides
Petitioners Petition The Respondents Answer with four Exhibits
the Interrogatories and Depositions on the part of the Petitioner &
gatories and Depositions on the part of the Respondent One Exhibit
Arguments made use of by the Attorneys and on due Consideration
this Court doth think fit to Order and doth accordingly Order
Petitioners Petition be dismissed Exceptions with Costs to be paid by
Petitioner

183

(369)

Court of Appeals
at
Madraspatnam } ff

Thurs the 1st April Anno
Domini 1784

Between Appayangar Narrayangar
and Chinnayoss Ayangar Appellant
and Konhally Shamiah by his Attorny
John Wallis Respondent

This Cause Coming on this Day to be heard and Debated before this
Court by the Attorneys on both sides upon hearing the Petition of appeal
and Answer and the Several Exhibits of the Honble the Mayors Court
together with the Order of the said Court given in this Cause on Tuesday
the 25th Day of September Anno Domini 1781 and upon due Consider-
ation had of the Matters therein severally contained and of the Plead-
ings and Arguments used by the Attorneys on both sides This Court doth
think fit to Order and Decree and doth accordingly Order and Decree
that the Order of the Honble the Mayors Court dated the 25th Day of September
Anno Domini 1781 be reversed with Costs

per Chas Stuart
Regr

Ju 25.th March 711

To the Honble the Mayor
Court at Madrasspatnam

Humbly Complaining Shew unto Your
Court your Orator John Hunter David Fell and James Scott
the Elder of Bombay Merchants by their Attorney Mess.rs
Thomas Pelling and John Dr. Frey of Fort St. George Merch.ts
That Whereas your Orators did on the Fifteenth Day of April in the
year of our Lord One Thousand Seven Hundred and Seventy
Advance and Lent unto Andrew Kerr late of the Ship Savage Com-
mander Seven Thousand Rupees to be Respondentia on the said Ship Savage from
the said Port of Bombay unto Madras and from thence to any
Port or Place within the English East India Company's Limits
the Eastward of the Cape of Good Hope at the Rate of Twenty five
p.r Cent per Annum as will more fully appear by a Copy of the
said Respondentia Bond under the Hand and Seal of the said
Kerr bearing date the said Fifteenth Day of April in the
Year of our Lord One Thousand Seven Hundred and
Seventy Annexed for the Inspection of this Honble Court
Orators further shew that the said Ship Savage did proceed to Sea
and that some time after the said Ship Bengal Castle in the
Kingdom of Bengall the said Andrew Kerr did by Letter advise
to your Orators under date the Twenty eighth day of November in the
year of Our Lord One Thousand Seven Hundred and Seventy four
Declare your Orators Risk upon the Ship Savage and Freight for

same on Board of the Ship Alexander David Scott Commander then
lying at Calcutta bound to Bombay at which place your Orators Shew the
said Ship Alexander Arrived safe: Your Orators further Shew that on Receipt
of the said Letter of the said Andrew Kerr your Orators did go before a Notary
Publick Residing at Bombay and Declared in his Presence their Assent to
the Transferring the said Respondentia Risk on Board the said Ship
Alexander, which Declaration as also an Extract of a Letter from the said
Andrew Kerr respecting the Transfer of the Respondentia were made a
Notarial Instrument in all its forms requisite to the making of the same
a Copy of which is Ready annexed for the Inspection of this Honble
Court: Your Orators further Shew that upon the Arrival of the said Ship
Alexander at Bombay Your Orators did apply to the Commander David Scott
for Payment but was put off by some Pretence or other from time to time by the said
Scott. Your Orators further Shew that some time after the said Andrew Kerr
advised your Orators of his having Transferred your Orators Property as
aforementioned but how soon after your Orators cannot tell the said Ship
Savage in his Passage from Calcutta to Madras was Lost by foundering at
Sea with most of her Crew as also the said Andrew Kerr her Commander
who was Lost: Your Orators further Shew that the said Andrew Kerr did
leave a Will and thereon did appoint Antonio De Souza Executor thereof
who did duly prove the same in this Honble Court and obtained a Probate
and under which he the said Antonio de Souza did act as Executor to the
said Andrew Kerr to whom your Orators did apply for the Payment of
the Principal Premium and Interest due on the said Respondentia
Bond so made and entered into by the said Andrew Kerr in his life time
to

to your Orator: your Orator Shew that the appear by the annexed Certificate entered for the Inspection of this Honble Court the Sum of Thousand three hundred and thirty Six Star Pagodas Twenty Seven and Fifteen Cash which at the rate of Eight Shillings for every Pagoda making in Sterling Money of Great Britain is the Sum of Thousand five hundred and thirty five Pounds Two Shillings and Seven Cash Whereas your Orator Can by no means nor is able to Sue any of them Wherefore the said Messrs De Castro Thomas Pettigrew Executors of the said Antonio de Souza as the Executor to the said Testament of the said Andrew Shaw to settle and adjust the said Account and also to pay your Orator what Ballance shall appear due thereon

But now forasmuch as Most Gracious Lord the said Antonio de Souza obstinately and wilfully refuse to do any manner of Satisfaction touching the premises pretending to have no Legal Claim or Title of the said Andrew Shaw to any part of the said Defendants Bond hence they refuse to deliver up the said Bond originally Executed notwithstanding the Trouble and Charge the said Andrew Shaw and the Declaration made by your Orator of the Premises to such Effect your Orator therefore May well rely on the Justice of this Honble Court shall appear agreable to Equity and Good Conscience to Grant Relief in the Premises In Consideration whereof and for that the said Antonio de Souza may upon his best Oath a full true Direct and perfect Answer make to all and singular the Matters and things herein before set forth and alledged as fully and perfectly to all Intents and purposes as if the same were herein

and particularly Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of Six Thousand three hundred and Thirty Six Pagodas Twenty Seven fanams and Fifteen Cash together 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 Antonio De Souza to be Summoned and Required by the Sheriff of Fort St 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 Honble Court prefixed and appointed then and there to answer this your Orator's Bill of Complaint and further to Stand to and abide such Order and Direction herein as to this Honble Court shall seem Meet

Chas Bromley
Atty Compt

Know all Men by these Presents that I Andrew Shaw of Bombay am held and firmly bound unto Hunter, Fell & Sveson in the Penal Sum of Thirty thousand Rupees Current Money of Bombay to the true and lawful Payment whereof I do firmly bind myself my Heirs Executors Administrators and Assigns firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal this fifteenth Day of April and in the year One Thousand Seven Hundred and Twenty four

Whereas the above bound Andrew Shaw hath taken up and received of the aforesaid Hunter, Fell and Sveson the full and just Sum of Fifteen Thousand Rupees Current Money which Sum is to Run at Respondentia on the Ship Savage whereof Andrew Shaw now is Master

or Commander from this Port or Road of Bombay unto Madras and from thence Port or Place within the Limpanys Limits to the Eastward of the Cape of Good Hope the rate of Twenty four per Cent per Annum and so longer Coverdon the Voyage Premium or Consideration of which the usual Regnes of the Seas Risks Perils &c to be on account of the said Hunter Fell and Swinton and in case the said Ship or Vessel return to the Port of Bombay before the Expiration of Twelve Months from the day shall be sent on any other Voyage before the Term of Twelve Months is expired &c and may be sought for the Purpose as to do and the Risque shall be Continued part of the Twelve in the same full and ample manner as above expressed and said Vessel shall return again to the Port of Bombay when the Risque is to be the Term of Twelve Months is expired and not otherwise, and for the further of the said Hunter Fell and Swinton the said Andrew Kerr doth hereby bind and agree for himself his Heirs Executors Administrators or Assigns unto the said Hunter Fell & Swinton his part of the Vessel Boats and Merchandize taken or to be taken on the Ship Savage which are Hers and Not with their Goodwill Tackle Apparel and Furniture and are to be Deemed to other Use or Purpose whatsoever till Payment of this Bond is made with the Premium that may become due thereon

Now the Condition of the Obligation is such that if the above bound Andrew Kerr shall well and truly pay or cause to be paid unto the said Hunter Fell and Swinton their Exrs Executors Administrators or Assigns the full Amount of this Bond and the Premium due thereon at the rate of the Term aforementioned, or on the first Arrival of the said Ship or Vessel the expiration of Twelve Months from her first Sailing or in case of the said Ship Vessel Goods &c such an Average as by custom shall become due on the Savage then the Obligation to be void and of no Effect otherwise to Remain in full force and Virtue

Signed Sealed and Delivered in the Presence of us

Wm Brown
Servt to Mr Swinton

(signed) Andrew Kerr

(signed) Andrew Kerr

Witness to the a true Copy of the

On the Twenty Eight Day of March in the year of Our Lord One Thousand Seven Hundred and Seventy five before me James Sodd Notary Publick duly Sworn and Admitted Dwelling on Bombay Personally Appeared David Fell and Stephen Swinton Sworn and produced a Letter bearing date Calcutta 28th November 1774 which they Declare to be an Original one Receaved from Andrew Kerr Commander of the Ship Savage a true Extract whereof is as follows "It very uncertain when the "Savage will return to Bombay, therefore I request you will grant me "Liberty to Transfer your Respondentia over on the Ship Alexander who "will be at Bombay by the time your Bond Becomes due, which Captain "Scott will take up" In consequence of the said Request David Fell and Stephen Swinton in behalf of themselves and Company Declares they do Alexander in the Presence of Me Notary and Banian Servants Damaljee Witnesses requesting I would Certify the same which I do by these Presents and have hereunto set my Hand and Notarial Seal in Testimony thereof

In Testimonium Veritatis
James Sodd Notary Publick (Seal)

a True Copy

Pat. Bromley
Not. Publ.

Dr The Estate of the late Andrew Kerr

To Cash Paid Mr Hamilton Hall's Account			
Ditto Paid Mr Hall's Account			
Ditto Paid Mr Hall's Account			
Ditto Paid Mr

Owners of the Ship Alexander David Scott Commander Which
what is called an Extract of the said Andrew Karri said Letter and also
what is called a Copy of a Notarial Instrument Annexed to the said Bill
appears that he only Expects the said Complainants will grant him
to Transfer their Respondentia over the Ship Alexander He does not
say he has Transferred the same or Declares the Risk of the Ship or
he can't do so This Defendant further saith that the said Complain
ought for any thing he knows or Inquiry the said Letter Extract
Bathick and Notarial Act sent to the Transferring the said Respd
Risk on Board the Ship Alexander But this Defendant says that
that it does not by the said Bill of Complaint appear that the said C
and either made the said Declaration known to the said Andrew
gave him the said Andrew Karr any Answer to his said Letter or
appears to this Defendant to have been any Contract as the said
said Risk if made at all was to be made by the said Andrew Karr
Transfer of the property or Risque to the said Andrew Karr but
Savage it therefore appears to this Defendant that such Re
was absolutely made by the said Andrew Karr the said Compl
respect to demands on the Savage This Defendant further
very doubt that the said Complainants ought to pay any thing to
on the Arrival of the Ship Alexander at Bombay 1795 to the said
David Scott for Payment But it does not appear that they the said
plainants has any Authority so to do for the said Complainants
mention the Receipt of any respondentia Bond of the said Scott
any Letter Paper or Instrument whatever Shewing that the said
was actually Transferred and that the said David Scott thereby
self liable to the Payment of the Amount of the Premium of the
why does not they the said Complainants

Refuse Payment But instead thereof they say they were put off by some
pretence or other of the said David Scott without giving the least reason why
the said David Scott, without giving the least reason why the said David
Scott put them off or did not pay the same or setting forth the Answer or
reason which the said David Scott gave for putting off or not paying the same
This Defendant Admits the said Ship Savage was lost on her passage
from Bengal to Madras having as this Defendant has been informed
left the Pilot on the Eleventh Day of April in the year of our Lord
One thousand Seven hundred and Seventy five This Defendant admits that
the said Andrew Karr did leave a Will and thereof did appoint him this
Defendant his Executor thereof and this Defendant did Exhibit the said
Will of the said Andrew Karr in this Honble Court and Obtained Probate
thereof under which this Defendant Admits he did Act as Executor of the
said Will of the said Andrew Karr and this Defendant did on Convenience
Calcutta Bengal for and Other Places desiring them to inform this Defendant of all the Particulars
they might know regarding the affairs of the Estate of the said Deceased and
Mr. Farquhar of Calcutta in the Kingdom of Bengal Merchant who was
the said Deceased's Attorney there in his Letter in Answer to this Defendant
said Application dated "Calcutta 28 Sept. 1775." Writes this Defendant
as follows that is to say —

"I send you four Karri Account with one and Copies of the
"last Letters I Received from Them and of those I Wrote them — the 3d Copies
"of the Bills mentioned in my Letters are now on the Ship Pelican, also the
"Bonds and Letter to one Letter to one Mr. [illegible] with
"A Respondentia Bond on the Ship [illegible] for Sum 7000

"A Respondentia Bond on the Rock from Ricks CS 1000
"A Bills on the Savage from Hall & Co 900
"A Bills on Bills from 978 900

"The two last are void by the Sale of the Ship, and the
"former become due Sabalt recover the Amount and pay over to
"Ballance of CS 1763 B to due one The tab Surplus of the
"Estate for his Earnings from the 1st of October last for all are to
"the Sale of the Ship on April at the rate of 900 Rs p Annum
"Shall Account for at Bruns Seamen give any further
"these Matters"

The Defendant further Answering Saith that from
Letter it appears to
on Board of the said Ship Savage as much Cash, and
Money at Bombay from different Gentlemen, and the Defend
that the Cash of the Money which he Borrows at Bombay
Savage at Bombay from the said Complainants consisted
of the Savage, for it does not appear anywhere, nor by
which this Defendant has been able to get, that he
was ever Exchange from the Savage to the Alexander
Letter which the said Complainants mention to have wrote
said Andrew Kerr - In which said Letter the said Andrew
saying that he either has or wanted Transfer or Exchang
Cash but only requesting the said Complainants would
liberty so to do, as it was very Uncertain when the Savage
return to Bombay. It follows of Course as this Defendant answers
as the said Complainants has received the said Letter and not

Notarial Instrument they should have drawn the said Andrew Kerr
thereof, and on the Arrival of the Alexander at Bombay they should
have Demanded of the said David Scott the Amount of their Respon-
dentia Bond on the Savage, and on his Refusing to pay it have entered
a Protest in due form and Declared their Cargoe off the Alexander,
Or that it was still on the Savage, or that it was over on the Arrival
of the Alexander. But nothing of these Steps appears to have Ever
taken by the said Bill of Complaint - Nor does it by any means appear
that the said Complainants have in the least taken the necessary measures
to Shew that their Cargoe was Transferd from the Savage and that
the same was Over on the Arrival of the Alexander at Bombay, for the
Declaration which they say they made before a Notary Publick on
the Receipt of the said Andrew Kerr Letter of the Twenty eighth of
November One Thousand Seven Hundred and Seventy four, which appears
to be the only Declaration made by them on the said Occasion, does by no
means prove that the said Cargoe was Transferd. Nor does it appear
that ever the said Andrew Kerr was made acquainted with the
Declaration which the said Complainants made assenting to the
said Transfer which the said Andrew Kerr mentions, But Sup-
posing he had been made acquainted therewith it could have been
of no Consequence unless the said Cargoe was actually Transferd
For altho' the said Andrew Kerr applies by Letter to the said
Complainants for Leave to Transfer the said Cargoe yet he might
not have an Opportunity of doing so, and it appears to this
Defendant both from the said John Forgusson's Letter and
from the Nature of the Case as it is now Circumstanced that the

the said Andrew Kerr has not an Opportunity of Swearing
Signing and all any Natural to suppose he did not as he
Eighteen thousand Rupees Signed on the Savage as appears by the
Seizure Letter Was being the Case and the Savage being
Responderentia Bonds became Void the Insurance can have no
Claim for the Amount thereof consequently the said Complt
Claim and Action are as this Defendant conceives unjust
and begs leave to observe further that supposing the said Seizure
had actually been made from the Savage to the Mercantile
Defendant conceives the same could not affect the Estate of the
Andrew Kerr because of the said Seizure had been made
to the proper of the said Andrew Kerr the said Bond Seizure
and for the Account of the said Andrew Kerr the said Bond Seizure
Jones as appears by the Extract of the said Andrew Kerr
in the said Notarial Instrument to which the said Complt
agrees as doth also appear by the said Notarial Instrument
Defendant doth therefore Conceive if any Immediate
Defendant as Executor of the said Will of the said Andrew
How the said Seizure was made or not, and does not
either Case that the Estate of the said Andrew Kerr is
for the Amount of the Complainants Demand or any part

All which Matters and things this Defendant
Ready and Willing to Aver maintain and prove as this Hon
shall Direct and humbly prays to be hence Dismissed with
Honorable Costs and Charges in this behalf most wrongfully

Sworn to before me

Andrew Ker

Antonio de Souza

Dated 31st March 1772

The Replication of John
Hunter, David Bell and James Innes
of the Island of Bombay Merchants by
their Attorneys Moses De Castro, Thomas
Bellingan and John De Faria of Fort St.
George Merchants to the Answer of
Antonio de Souza of Fort Saint George
Merchant Executor of the last Will and
Testament of Andrew Kerr late Commander
of the Ship Savage Deceased

The said Replicants now and at all times
hereafter saving and reserving unto themselves all and all manner
of benefit and advantage of Exception to many untruths Errors
Uncertainties Insufficiencies and Imperfections in the
contained for Replication thereunto say, that their Bill of Com-
plaint exhibited in this Honble Court against the said Defendant
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 alleged and that the said Answer of the said Defendant
is very evasive Cauvard and Insufficient in the Law and for
further Replication the said Replicants say that the said Defendant as
Executor above mentioned hath justly and truly Indebted unto them
in the Sum of Six Thousand three hundred and Sixty Six
Pagodas Twenty Seven Fanams and four Cashes as by them in their
Bill of Complaint And further the said Replicants say that what they
have asserted in their said Bill of Complaint is just and true but they
have

Leave to observe that the reference made by the Defendant to the
that it appears that the said Deceased Andrew Kerr only signed
the Replicant would grant him Liberty to Transfer his Effects
over on the Ship Alexander in Reply thereto the said Replicant
That the Request of the said Deceased Andrew Kerr to them was
are true and the Declaration by the said Replicant made before
Publick was and is agreeable to the usage and Custom of Merchants
that the Letter wrote dated the Twenty fourth of November One
Seven Hundred and Seventy four was as full an Authority for
to Advert of the Transfer from on Board of the Ship Savage to
Alexander as if the said Andrew Kerr had been on the Spot
at the time of the Declaration made. The said Replicant further
that it was impossible for them to Notify to the said Andrew the
Declaration because they only received the Letter in March or
Month the Declaration was made and the Ship Savage left
April following being then on the Voyage from Calcutta to
under the Command of the said Andrew Kerr. The said Replicant
Say the making of a Publick Declaration before a Notary Public
and by him Registred is a Notoriety sufficient on which
the said Replicant Argue was to them known for the said Andrew
has Transferred Property from on Board of the said Ship Savage
that of the Ship Alexander then Replicant cannot say any
but that the Replicant verily believe the said Andrew Kerr had
or no Property on Board of the Ship Savage at the time of the

Departure from Calcutta for Madras as she was under a new Freightment
by Messrs Jourdan, Ferguson, Scott and some others, and it appears from
the Answer of the Defendant that the said Andrew Kerr had no Occasion
for any Money for his own use or for the use of the said Ship Savage
because he the said Andrew Kerr lent to the said Daniel Scott and the
said John Ferguson the Sum of Nine Thousand Rupees each at
Respondentia on the said Ship Savage but what concerns the said
Andrew Kerr might have on the said Ship Alexander the said Replicant can-
not say, but as the said Ship Alexander was bound from Calcutta to Bombay
it is evident that appeared to be the best mode of remittance for the said
Andrew Kerr who well knew that his Ship was bound on another Voyage
than that to Bombay, the said Andrew Kerr being the best judge of his own
affairs suited his own convenience in the Remittance and therefore
reason appears by the Defendant that the Transfer of the said Replicants
Risk if made at all was to be made by the said Andrew Kerr by a Transfer
of the Property the said Andrew Kerr had on board of the Ship Savage
it therefore appeared to the said Defendant that until the said Transfer
was absolutely made by the said Andrew Kerr the said Replicants Risk
continued which kind of Reasoning the said Replicants say is Vague
and Unmercantile because as the said Andrew Kerr has little or no
Property on Board the said Ship Savage and having Declared
of the Replicants Risk from on Board of the said Ship Savage it was
left to the option of the Replicants whether the same should run at
Respondentia on the Ship Alexander or Commence at Land Interest
until the said Replicants should be paid first it not to be supposed in
con

Case the said Andrew Kerr has not any part of this Respondents
the Ship Savage he would continue it at a Premium without any
to himself. The said Replicants further say that having deliver
to him Respondentia Bond duly Charged to the Ship Alexa
sufficient Authority to call upon David Scott the Commander
Alexander for Payment of the said Bond or Transfer and also
value of the said Andrew Kerr Seller of the Twenty Eighth
One Thousand Seven Hundred and Seventy four who says that
Ship Alexander will be at Bombay by the time the Replicants
bearer due which Captain Scott will take up, what Orders
Kerr might have given to the said David Scott the said Repli
cannot tell but as to entering into any Transaction of the said
as it did not suit the convenience of the said Replicants to
not think of it now would they chuse to do it but that both
Replicants not Proceeding, the said David Scott does not
materially the Demand on the said Andrew Kerr Esqr
Defendant, but on the Contrary it appears to the Repli
Defendant as Executor aforementioned to seek and enquire of
Scott into this Transaction. The said Replicants further say
Letter quoted by the Defendant in his Answer it appears that
Kerr did not know what to do with his Money in Case
applies it to Respondentia lent by him on his own Account
Ship Savage, whereon has Monies Outstanding at Respondentia
Bills of Exchange all of which must have arose and accumulated
for the said Andrew Kerr first taking the Command at Bombay
then no Money or Effects to make good his Engagements in the Voyage

Ship Savage on her first outset at Bombay but what arose from the
Cash borrowed of the said Replicants for that purpose. The said Replicants
further says that the said Andrew Kerr did with the said Ship Savage
trade from place to place for and on Account of the Concern in Company
but on her Arrival at Calcutta in the year One Thousand Seven
Hundred and Seventy four she was taken up on freight by the said Messrs
Fourdaine Ferguson and Scott &co so that the said Andrew Kerr had
no property in the Cargoe but his Pay and Privilege which induced
him to lend the said Freighters his Money at Respondentia the Risk
that the said Andrew Kerr the said Replicants say Insured on the Ship
Savage he took upon himself, having Declared the said Replicants
Risk off as heretofore, but as in Reply to that part of the Defendants Answer
wherein he says that it does not appear any where now by any Account
which he has been able to get that the said Risk was ever Exchanged from
the said Ship Savage to the Ship Alexander pursuant to the Letter
Received from the said Andrew Kerr in Reply thereto, the said Replicants
say that the said Andrew Kerr having so Wrote to them and not
having Countermanded the same, that it appears Evidently that the said Andrew Kerr
meant and intended it should be final and Determined as to himself and that the
said Replicants should have no Risk on Board of the said Ship Savage and in
order to put out of dispute on which Ship the said Replicants Risk was to
run they immediately made the aforementioned Publick Declaration of their
acceptance of the said Andrew Kerrs desire and request and which Declaration
was made some time before the Sailing of the said Ship Savage the Declaration
being made in March and the last of the Ships on April following. The said
Replicants

Replicants further say that there was no Occasion for any of the Parties to make any remarks on by the Defendant in his Answer, even if the Replicants Shewed the Declaration by them made to the said Scott and made the Demand but the Replicants say that they frequently applied to the said Captain Andrew Harr Letter to whom it ought to appertain the said Andrew Harr was to be The said Replicants further say that they do insist that the Declaration by them made before the Notary Publick as within is the proper and Requisite by the said Andrew Harr and whether the said any Declaration or not shall be Required so by the said Scott made Discharge the said Replicants from any suit or Lawsuit which is clear and Evident by the said Andrew Harr Executor Respondentia in his own Name. The said Replicants further say that does not in any part of Mr Peter Ferguson's Letter as for of the Case, appear that the said Andrew Harr had an Opportunity Transferring the Risk from on Board of the said Ship Savage to the Ship Alexander but that this assertion of the Defendant is without foundation for by a Memorandum made by the Letter of the said Harr, it will appear from the date to be on November One thousand hundred and seventy four from Calcutta and the Ship Savage on her present Voyage from Calcutta till March One thousand hundred and seventy four, so that there was full time and Opportunity Transfer the Risk. The said Replicants further say that by the said the said Andrew Harr he was desirous of paying off the said Bond within the Space of twelve Months to save any further

and the said Letter implies further that the said Andrew Harr had lent his Money at the same Rate of Premium as thinking he might Enjoy the Premium sum which he otherways would have paid. The said Replicants further say to so much of the Answer wherein the Defendant say "That supposing "the said Transfer had actually been made from the Savage to the "Alexander he the said Defendant conceives the same would not affect the "Estate of the said Andrew Harr because if the said Transfer had been "made agreable to the Proposal the said David Scott and not the said "Andrew Harr would be Answerable." In Reply thereto the said Replicants beg Leave to Observe, that altho' they agreed to Transfer, Requested they the Replicants did not Confine themselves to the said David Scott to Pay, or to the Owners of the Ship Alexander as Risk the said Concerned in the said Ship Alexander Refusing to pay or take up the said Respondentia Bond does not invalidate the Claim the said Replicants Favour the Defendant as Executor to the said Andrew Harr. The said Replicants further say that it is not their Business to enquire in what manner and after what more, the said Andrew Harr and the said David Scott effected their Business but must beg leave to observe that had the said Ship Alexander been lost it is to be presumed they then Replicants should have been made acquainted with all the Particulars of the said Transfer. The said Replicants lastly say that they have been informed that the Ship Savage was at Calcutta in November One Thousand seven

Seven hundred and Seventy four Sails from thence to Messrs Neal and returned back to Calcutta and soon after Sailed from thence bound on a Voyage to Mocha unfortunately was Lost at Sea so that Had the said Andrew any intentions of allowing his Executor on the Transfer Ship Account he certainly would have made some mention thereof or Publickly which has never been done

All which Matters and things this Defendant is ready to aver maintain and prove as this Honble Court shall direct and most Humbly pray as in and by their said Bill of Complaint already prayed

Chas Brooke
Atty for Defdt

Fort the 8th June 1774

The Rejoinder of Fort St George Ireland Esqr Will and Testament of Andrew Hare late Commander of the Ship Lucy for the Plaintiffs Relief and Answer of Robert Gill and James Sowe of Bombay by their Attorney Mess Pt Cobb Pelling and John De Fries of Fort Merchants

This Defendant now and at all times hereafter saving and to himself all and all manner of benefit and advantage of Exception to the many untruths Errors Uncertainties and Insufficiencies

the said Replicants said Replication Contained for Rejoinder thereunto Saith that his Answer to the said Replicants Bill of Complaint exhibited in this Honble Court against this Defendant and all and Singular the Matters and things therein Contained are good true Certain and Sufficient in the Law to be Replied unto in such manner and form as the same are therein and thereby Set forth and alledged and that the said Replication is very untrue Evasive and Insufficient in the Law, and for further Rejoinder to the said Replication this Defendant Saith that he absolutely Denies that he as Executor aforementioned doth Stand justly and truly Indebted unto the said Replicants in the Sum of Six Thousand three hundred and thirty Six Pagodas Twenty Seven fanams and five Cash as Set forth in the said Replication and this Defendant begs leave to observe that the said Replicants in their said Bill of Complaint and the said Account thereunto Annexed mention Fifteen Cash instead of five Cash. This Defendant further Saith that he doth by no means admit that what the said Replicants have Asserted in their said Bill of Complaint particularly as far as tends to Charge the Estate of the said Andrew Hare or this Defendant as his Executor with being Indebted unto them the said Replicants in the forementioned Sum is just and true as the said Replicants Suppose This Defendant doth still humbly insists that the Inference made by him this Defendant in his said Answer or his Observation relative to what is called the said Andrew Hare's Letter is just and true, for it appears by what is called an Extract of the said Letter that he the said Andrew Hare did only Request the Replicants would grant him Liberty to Transfer their Responsibility on the Merchants —

To

from the Ship Savage to the Admiral on the Coast of Malabar
and Kanara Surat and Suratt Bombay Metapha respectively
Certify the same which I do by these Presents and have hereunto
my Hand and Notarial Seal on Testimony thereof

In Testimonium Veritatis

James Todd Notary Public

a true Copy

B

Know all Men by this Present that I Andrew Kerr of
Bombay am held and firmly Bound unto Hunter Fell
in the Penal Sum of Thirty Thousand Rupees Current Money
to the true and Lawful Payment whereof I do Hereby
my Heirs Executors Administrators and Assigns firmly by
these Presents whereof I have hereunto set my hand and Seal
day of April and in the year One Thousand Seven Hundred and
four

Whereas the above bounden Andrew Kerr hath taken up and Received of
Hunter Fell and Iveson the full and just Sum of Fifteen Thousand Rupees
Money, which Sum is to run at Respondentia on the Ship Savage, whereof
is now Master or Commander, from this Port or Road of Bombay unto Mocha
thence to any Port or Place within the Compass limit to the Cabes of
Good Hope, at the Rate of Twenty four per Cent per Annum, and of Longitude
Principal and Premium, in Consideration of which the said Sum of the Sea
Enemies, Fire, Pirates &c to be on Account of the said Hunter Fell & Iveson over
and Ship or Vessell shall return to the Port of Bombay before the Expiration

Months from this date, and shall be sent on any other Voyage, before the Term of
Twelve Months is expired it shall and may be Lawful for the Borrower so to do, and the
Risque shall be Continued on the part of the Lender in the same full and ample
manner as above expressed until the said Vessel shall return again to the Port of Bombay
when the Risque is to Cease if the Term of Twelve Months is expired and not otherwise, and for
the further Security of the said Hunter Fell and Iveson the said Andrew Kerr doth hereby
Consent and Agree for himself his Heirs Executors, Administrators or Assigns to Mortgage and
Assign over to the said Hunter Fell and Iveson his part of the several Wares and Merchan-
dize Laden or to be Laden on the said Ship Savage, which said Wares and Merchandize
with their produce are thus Mortgaged and Assigned over and are to be Diverted to other use
or purpose whatever till payment of this Bond is made with the Premium that may
due thereon.

Now the Condition of this Obligation is such, that if the above bound Andrew
Kerr shall well and truly pay or Cause to be paid unto the said Hunter Fell
and Iveson, their Heirs, Executors Administrators or Assigns the full Amount
of this Bond and the Premium due thereon, at the Expiration of the Term
abovementioned, or on the first Arrival of the said Vessel after the Expiration
of Twelve Months from her first Sailing, or in case of the Loss of the said
Vessel (which God forbid) such an Average as by Custome shall become
due on the Savage, then this Obligation to be void and of no Effect other-
wise to Remain in full force and Virtue.

Signed Sealed and delivered
(where no Stamps prefar is to be had)
in the Presence of us

(Signed) Wm Browne
Simão da Fonseca

(Signed) Andrew Kerr

(Signed) Andrew Kerr

Notorial Writings Regard Hunter Fell & Iveson Merchants the
Exhibd
Etats of Andrew Kerr for Respondentia on the Savage

Exhibited on the part of the Complainant in the Cause where
Hunter Fell & Iveson by their Attorneys Messrs De Castro & Cuthbert
plaintiffs are Antonio de Souza Ector of Andrew Harr Deceased

Dear Sir Calcutta 28 Sept 1775

I have been duly favord with yours of the 3d Inst
and heartily thank you for the friendly assistance intended me
Capt Drake I am happy to observe you are well and
and have been you labord and the Satisfaction you must
from reflecting on the many young friends you have
in the World will ensure that pleasing tranquility which alone
to be found in Retirement.

I send you Poor Harrs Account with one set of
Bills I Received from him and of Poor Brooks here, the 3d set
Bills mentioned in my Letter are now in my possession
allowed to me by his Letter to me, Viz

Mr Bent on the Hunter from Capt Gordon
1 P on the Barrack from Hicks 6 0
a P on the Savage from D Scott Mr
a Bon Do from me

The two last are sent by the Ship
two former bears date I shall Receive their Amount and
Currency 6 Rs 3763. 13. 6 due me. The late Troubles
the Cable for the Privilege from the 1st of October last for
the life of the Ship on April at the rate of 3000 Mr
shall Account for

At Present I cannot give any further light into these Matters

I am with Sincere Regard

Dear Sir

your much Obliged St.

John Ferguson

Antonio De Souza Esqr.

Calcutta John Ferguson Dated 28.th Sept.r } 1775
Recd. 19.th Oct.r

J Tappy

John Hunter David Fell & James Iveson by their Attorneys Messrs de
Castro Thomas Billing & John De Fries
and
Antonio de Souza Ector of Andrew Harr Deceased
Exhibited on the part of the Defendant — Sykes

Mayors Court at } Saturday the 6.th Day of July Anno
Madrasapatnam } Domini 1782.

Present

Edward Garrow Esquire Mayor
James Call. Edward John Holland.
William Webb. Thomas Cooper
Edward Frowd and William Oram
Aldermen

Between John Hunter David Fell
and James Iveson of the Island of Bombay
Merchants by their Attorneys Messrs De
Castro Thomas Billing and John De Fries
of Fort St. George aforesaid Merchants Com-
plainants and Antonio De Souza of Fort
St. Geo. Merchant Executor of Andrew Harr
Deceased Defendant

This Cause coming on to be heard
Debated this Day in the Presence of the Attorneys on both sides on Reading
the Complainants Bill with the Exhibits and an Account thereof the
Defendants Answer the Replication the Rejoinder One Exhibit on Part
of the Complainant One Exhibit on the part of the Defendant On
Hearing the Pleadings made use of by the Attorneys and
Consideration had thereon This Court doth think fit to Order and
Decree and doth accordingly Order and Decree that the Defendants
pay unto the Complainants out of the Estate and Effects of the
Deceased the Sum of Two Thousand Five Hundred and
Two Pagodas Twenty Seven Fanams and fifteen Cash Star
Pags 2502.27.15 together with all such Interest as now is or shall hereafter
Due thereon until full payment is made and that the said

per Cur

Courts of Appeals
at
Madraspatnam } Thursday the 1st May
Anno Domini 1788.

Between Antonio De Souza of
George Merchant Executor of the Last Will
Testament of Andrew Ramsay late Commander
Ship Lounge Appellant and John Mac
Fall and James Swan of the Island of
Ceylon Merchants Respondents.

Pelling and John De Friss of Fort St. George
aforesaid Merchants Respondents.

This Cause coming on this Day to be heard and Debated
before this Court by the Attorneys 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 6th Day of July Anno Domini 1782 and upon due
Consideration had of the Matters therein severally contained and of the
Pleadings and Arguments used by the Attorneys on both sides This Court
doth think fit to Order and Decree and doth accordingly Order and
Decree that the Decree of the Honble the Mayors Court dated the 6th
day of July Anno Domini 1782 be Reversed with Costs.

per Cur
Chas Truman
Sct.

Filed the 12th April 1788.

To the Honble the Mayors
Court at Madraspatnam

Humbly complaining Sheweth unto this Honble Court your
Orator Samuel Read of Madras Inhabitant that Thomas Witham of the
same place Inhabitant stands Indebted unto your Orator in the full and
just Sum of Thirty five Star Pagodas and Forty One fanams current
Money of Madras making in Sterling Money of Great Britain at
the Rate of Eight Shillings for every Pagoda the Sum of Eleven Pounds
and four Shillings or thereabouts as will more fully and at large appear
by

by the Copy of a Promissory Note of Hand herewith Annexed for the Sum
of this Honble Court and which is prayed by your Orator to be taken as part of
this his Bill of Complaint the Original whereof is in your Orators Custody
and ready to be Produced to this Honble Court when required and your Orator
further Sheweth unto this Honble Court that he hath frequently applied to
in a friendly manner, Requested the Payment of the said Sum of Thirty two
Pagodas and forty Cru: fanams.—

Forasmuch as it is and may it please this Honble
Court the said Thomas Welham obstinately and wilfully refuses
same or to give your Orator any manner of Satisfaction herein
Premises and Confederating with the said
shall appear agreable to equity and good Conscience to the end
that the said Thomas Welham may upon his Corporal Oath
Direct and perfect Answer make full and Sincere to the
things herein before set forth and alledged as fully truly and
to all Intents and purposes of the same were Severally
particularly Interrogated and that he may be Decreed to pay
Orator the aforesaid Sum of Thirty two Star Pagodas and forty
with all such Interest as now is or shall hereafter become
also all Costs of this Suit.

May it please this Honble Court to Grant
Writ of Subpœna issued and Directed to the Sheriff of Madras
Thomas Welham and the Sheriff Return thereof
Honble Court at a certain time and place to be by this Honble
and further Order

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.

12th April 1784
This Bill was shewn to me between
the Days of Adjournment by a Summons
upon Returnable next Court Day.—

John Menzies
Mayor

Six Days after date I Promise To Pay to Mr. Read or Order the
Sum of Thirty two Pagodas and forty Cru: fanams for value Rect by

Pay. 32.40.

Tho: Welham

Madras
Feby 21st 1784

A True Copy

Popham

Mayor's Court at
Madraspatnam

Tuesday the 13th Day of April
Anno Domini 1784

Present
John Menzies Esquire Mayor
Edward John Holland and William
Webb Aldermen

Between Lawrence Reed of Madras Inhabitant
Complainant and Thomas Welham of the same place
Defendant

The

The Defendant by their Counsel and Attorney

the pretended Complainants Bill of Complaint This Court doth hold

just to Order and Decree and doth accordingly Order and Decree that the

Defendant shall pay unto the Complainant the full and just Sum of

Pagodas and Twenty one fanams / Pags 32 21 / together with

Interest as reason shall require the same and the Defendant

is to make also all Costs of this Suit

Pleu

To the Honble the Mayors Court at Madrass

the 22. August 1759

Humbly Complaining and Informing

and Causeth it to be made known unto this Honble Court

Hagah Abdulcauder of Madrass Merchant who as well for

on the part and behalf of the United Company of Merchants

trading to the East Indies Sheweth Informing this Honble

him is underclare that David Haliburton at present

of the said Honble English East India Company at

upon the Twenty fifth Day of January last past at the

Fort Saint George Seven Hundred and Eighty two at Leaden

Illegally Corruptly and Contrary to the Statute in that

pretended Cause accept and take as a Gift Donation

Haliburton using his Influence to procure obtain or get a Sunnd for Engaging

Bollam in the Name of and for the said Vansittartpraidas which said Sum of

Five Hundred Star Pagodas your Orator Sheweth unto and Informeth

this Honble Court was so Illegally and Corruptly accepted and Received

by the said David Haliburton contrary to and in open Violation of a

certain Statute or Act of Parliament made in the thirteenth year of the Reign of

our Sovereign Lord George the third Chapter the Sixty third Entitles "An Act

"for Establishing certain Regulations for the better management of the affairs of

"the East India Company as well in India as in Europe" In which Act

amongst other Regulations Matters and things it is in the Twenty fourth Clause

declared Enacted and Ordained in manner and form following that is to say

"And be it further Enacted by the Authority aforesaid that from and after the first

"day of August One Thousand Seven Hundred and Seventy four no person

"holding or exercising any Civil or Military Office under the United

"said United Company in the East Indies shall accept receive or take Directly

"or indirectly by himself or any other Person or Persons on his behalf or for his

"use or benefit of and from any of the Indian Princes or Powers or their

"Ministers or Agents or any of the Natives of India any Present Gift Donation

"Gratuity or Reward Pecuniary or otherwise upon any Account or on any

"pretence whatsoever or any Promise or Engagement for any Present Gift

"Donation Gratuity or Reward And if any Person holding or Exercising

"any such Civil or Military Office shall be guilty of any such Offence

"and shall be thereof legally Convicted on such Supreme Court at Calcutta

"or in the Mayors Court in any other of the said Company's Settlements

"where such Offence shall have been Committed every such Person so

"Convicted shall forfeit double the Value of such Present Gift Donation

"Gratuity or Reward so taken and received One Moiety of which forfeiture

"shall

"shall be to the said Company and the other Majty to him or them
"shall informer Prosecute for the same And also shall and may be
"to England by Order of the Governor and Council of the Presidency
"Settlement where the Offender shall be Convicted untill such time as he
"shall give sufficient Security to Answer him or themselves within two
"Months after such Conviction." Your Orator further Sheweth and
Informeth this Honble Court that the said David Halliburton
Corruptly and Contrary to the said Statute hath Received and
Sum of Two Hundred Star Pagodas as a reward Gratuity Gift
or Reward in manner and form as afore is Stated to your Orators
and Contempt of the said Law And your Orator expressly charges
said Offences to have been Committed and done by the said David
Halliburton within the Jurisdiction of this Honble Court and during the
time he the said David Halliburton was an the Civil Service
of the said Honble English East India Company Whereupon
much as the said Offences so done and Committed by the said David
Halliburton are expressly against the said Statute and your Orators
and Contempt of the said Law, and have a manifest tendency
Subvert and set at Naught the Law And not withstanding your Orator
doth by virtue and under the Authority of the said Act of Parliament expressly
Charge the said David Halliburton with having done and Committed the
said Offences in manner and form as before is Stated and Set forth, and within the
Jurisdiction of this Honble Court as aforesaid Therefore to your Orator
bring this his Action upon the said Statute as well for and on behalf of
himself as on the part and behalf of the said United Company of Merchants of
England trading to the East Indies

said David Halliburton may be Decreed to pay double the Value and Amount of
the said Sum of Two Hundred Star Pagodas so Corruptly and Illegally
Accepted taken and Received by him the said David Halliburton Contrary
to the express intent and meaning of the Legislature in and by the said Act of
Parliament Ordained and Established making one Thousand Star Pagodas
Current Money of Madras or four hundred Pounds Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda One Moiety or Half
part whereof to be paid unto your Orator the other Moiety or Half part to
the said United Company of Merchants of England trading to the East
Indies according to the Directions in the said Act of Parliament contained
Your Orator also prays a Genral Relief in all and singular the Premises
and that the said David Halliburton may be Decreed to pay all Costs of
this Suit.

May it Please this Honble Court to cause the said David
Halliburton 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 Honble
Court prefixed and Appointed then and there to answer this your Orators
Information and Bill of Complaint and further to stand to and abide by
such Order and Decree therein as to this Honble Court shall seem

Edward Ellis

Thos Jones
Atty for Informt & Complt.

This Bill was Shown to Me
in the stays of Adjournment Leta
Summons ffree returnable the next
Court Day —

Edwd Garrow
Mayor

"shall be to the said Company and the other Master to him or them who
"shall inform or Prosecute for the same And also shall and may be sued
"in England by Order of the Governor and Council of the Presidency or
"Settlement where the Offender shall be Convicted untill such person or persons
"shall give sufficient Security to Remove him or themselves as the Court
"Months after such Conviction" Your Orator further Sheweth and
Informeth this Honble Court that the said David Halliburton
Corruptly and Contrary to the said Statute hath Received and accepted the said
Sum of Five Hundred Star Pagodas and found Bondsmen for the
or Reward in manner and form as afore it Stands in your Orators
and Contempt of the said Law And your Orator especially Charges the
said Offences to have been Committed and done by the said David
Halliburton within the Jurisdiction of this Honble Court and during the
time he the said David Halliburton was in the Court Service or Employ
of the said Honble English East India Company Wherefore as
much as the said Offences so done and Committed by the said David
Halliburton are expressly against the said Statute and in Derogation
and Contempt of the said Law and have a manifest Tendency to
Subvert and set at Naught the Law And is not exempted to be
doth by virtue and under the Authority of the said Act of Parliament expressly
Charge the said David Halliburton with having done and Committed the
said Offences in manner and form as before is Stated and Set forth and against the
Jurisdiction of this Honble Court as aforesaid Therefore to your Orator doth
bring this his Action upon the said Statute as well for and on behalf of
himself as on the part and behalf of the said United Company of Merchants of
England trading to the East

said David Halliburton may be Decreed to pay double the Value and Amount of
the said Sums of Five Hundred Star Pagodas so Corruptly and Illegally
Accepted Taken and Received by him the said David Halliburton Contrary
to the express intent and meaning of the Legislature in and by the said Act of
Parliament Ordained and Established making one Thousand Star Pagodas
Current Money of Madras or four hundred Pounds Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda One Moiety or half
part thereof to be paid into your Orators the said
the said United Company of Merchants of England trading to the
Indies according to the Direction of the said Act of Parliament And
your Orator also prays a General Relief in all and Singular the Premises
and that the said David Halliburton may be Decreed to pay all Costs of
this Suit

May it Please this Honble Court to Cause the said David
Halliburton to be Summoned to appear 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 Honble
Court prefixed and Appointed then and there to answer this your Orators
Information and Bill of Complaint and further to Stand to and abide by
such Order and Decree therein as to this Honble Court shall seem

Edward Ellis

Thomas Jones
Atty for Informt & Compt

Mest.
This Bill was Shewn to Me
in the days of Michaelmas Sitts
Summons issue returnable the next
Court Day.
Edwd Garrow
Major

408

In the Hon^ble the Mayors Court at Madraspatnam

Fris 23^d August 1782

Between Khajah Abdulcauder for himself and the Rest & Company of English Merchant trading to the East Indies Complainant and Sujeemand and Paul Hubberton in the East Service of the said Company at Fort Saint George Defendant

The Affidavit of the above named Complainant Sujeemand

The above named Khajah Abdulcauder Complainant and Sujeemand maketh Oath & Sayeth and saith that Paul Hubberton in the East Service of the Honble English East Indies Company at Fort Saint George aforesaid upon the twenty fifth Day of last past and in this present year of our Lord One Thousand Seven hundred and Eighty two at Madraspatnam aforesaid Received and Took of and from Cozy Isac Vackil & Vandesprant the full Sum of Two Hundred Star Pagodas as a Present Gift Donation or Reward in manner and form as in the said Bill is Shewn in and by a certain Information or Bill of Complaint filed in the Hon^ble the Mayors Court at Madraspatnam this twenty third day of August One thousand Seven hundred and Eighty two

Sworn to before Me this 23^d Day of August 1782 to be a true Information from the Persian

Edw^d Farrow
Interpr

Edw^d Ellis

Thomas Jervis
Att^y for Sujeeman Abdulcauder

A true Translation from Original Persian Language

Hucumchram

Fileo 1st October 1787

The Answer of Dame Haliburton Defendt to the Bill of Complaint and Information of Kaagah Ubeitaohd Complainant and Informt

This Defendant now and at all times hereafter saving and reserving unto Herself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint and Information contained for Answer thereunto or unto so much thereof as is material for her to make Answer unto this Defendant Answereth and Saith that She doth not to have in her own Person or by any one for her in Trust or otherwise Received Accepted or taken on the Twenty fifth day of January last past or at any other time whatsoever as a Gift Donation Present or Reward of and from Coonay Venkatel Soocar Venkatapaundo or of or from any other Person whomsoever the Sum of five Hundred Star Pagodas or any other Sum of Money whatsoever in the Bonnie and Assurance Charged in the Complainants and Informts said Bill of Complaint and Information or for any other Matter whatsoever

And this Defendant saith that all and every the Matters and Suggestions in the said Bill of Complaint and Information are and Setforth are in every Respect false Groundless and Malicious

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 her Reasonable Costs and Charges in this behalf most Wrongfully Sustained

Sworn

Fileo 22d October 1787

The Replication of Kharagah Ubeitaohd for himself and the Honble United English East India Company to the Answer of Dame Haliburton of Fort Saint George Defendant

This Replicant now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many untruths Errors uncertainties insufficiencies and imperfections in the said Answer contained for Replication thereunto says that he will for himself and the said Honble the English East India Company aver justify maintain and prove his Information and 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 Answered unto in such manner and form as the same are therein and thereby Charged setforth and Alledged and that the said Answer of the said Defendant is very Evasive untrue and insufficient in the Law and for further Replication unto the Defendants said Answer he the Replicant saith that he will in due time prove that the said Sum of five Hundred Pagodas was paid unto the said Defendant in Fort Saint George in manner and form as Charged and setforth in the Information and Bill of Complaint of this Replicant on the Twenty fifth Day of January last past and in this present year of our Lord One Thousand Seven Hundred and Eighty Six and that the said Sum of Five Hundred Pagodas was by him the said Defendant so Corruptly and Illegally Accepted taken and Received under the assurances or Promises stated in the said Bill and Information now before this Honble Court Contrary to the Intent and express meaning of the said Statutes Acts of Parliament under which the

This Replicant hath brought his information and Bill of Complaint against the said Defendant and in open Violation and Defiance of the Law in manner and form as is setforth Exhibited and Charged in and by this Replicants said Information and Bill of Complaint.

All which Matters and things this Replicant as well for himself as for the said Honble United English East India Company is Ready and Willing to aver maintain and prove as this Honble Court shall direct and therefore prays as in and by his said Information and Bill of Complaint he hath already Prayed

Edward Ellis

Thomas Jones

Attornies for the Replicant

Filed 15th November 1787

The Rejoinder of David Haliburton to the Replication Khajah Abdallah

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 Uncertainties and Insufficiencies of the said Replication for Rejoinder saith that this Defendant said Answer is true Certain and sufficient in the Law to be Replied unto and saith as in and by his said Answer he hath already said and doth and will aver and maintain all and every thing and things therein to be true and Certain in such manner as therein is alleged and Expressed and this Defendant also saith that the said Replication of the said Complainant is Uncertain and Insufficient in the Law to be Rejoined to

by this Defendant for Divers defects and Imperfections as therein Contained and this Defendant again Denies to stand Indebted unto the said Complainant in manner as the same is Charged in the said Bill of Complaint and for further Rejoinder this Defendant doth Routinely deny that he ever by Self or anyone for him Received any Money from Convey Love or from anyone for him.

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.

Bosham

Attorney for Defendant

Witnesses Names

Khaddeus Agapery Calendar

Sacrages Veranah

Romerove

Bawburove

Upparah

Savan

Mulloo Kistnah

John Bailey

Shahe Kamer Jamidar

Kangaparah Havildar

Interrogatories to be Administred to such Witness as shall be produced Sworn and Examined in a certain Cause or Information now depending and at Issue in the Honble the Mayors Court at Madras pleading wherein Khajah Abdallah is for himself and the Honble United Company of English Merchants Trading to the East Indies Complainant and Informant and David Haliburton in the Civil Service of the said Company at Fort Saint George is Defendant

On the Part and behalf of the said Complainant and Informant and the said Honble English East India Company Informant

Interrogatory

1st To all the Witnesses } Do You know or do you not know the Parties to this Cause Informant and Defendant in this Cause or Information and in the Title of this Interrogatories

Interrogatories named or either and which of them — If you how long have you to known them or either of them and which of them particularly sett forth and Declare to the best of your knowledge Remembrance and belief —

2nd Do you Know or do you not know or have you ever heard or been informed of any Sum or Sums of Money being paid or given unto Dawd Rabbeth for the Defendants in this Cause and on the Bills of these Interrogatories named by Cowry Row Cahail Bhoreah patraider Zemindar or Rajah of Calleby — If you at what time for what Consideration or Particular purpose was such Sum or Sums of Money given or paid how much was the Money where was the same paid and under what pretence or Promise was the same accepted for Received the whole of these Matters sett forth and the truth Declare to the best of your knowledge Remembrance and belief

3d Have you heard or do you know of any Complaint being made by and what particular Person or Persons by Cowry Row Cahail Bhoreah Zemindar or Rajah of Calleby against the said Dawd Rabbeth the Defendant in this Cause for Recovery any and what Sum or Sums of Money for any and what particular purpose or Purpose — If you at what time when and to whom and under what pretences or Suggestions was such Complaint made, was the said Cowry Row required or invited to make such Complaint by any and what particular Person or Persons, or was such Complaint free himself of his own free will and Accord — the truth Declare —

4 Did you ever hear have you been informed or do you know of any Force or forcible means being used or Threats or menaces against the said Cowry Row If you when where under what pretences and for what Purpose by what particular Person or Persons were such Threats or menaces so made use of the truth Declare —

5th Have you or have you not frequently seen Cowry Row Cahail Bhoreah Zemindar Rajah of Calleby attend

Uppaiah Savian Mullu Kistnah

Nabob Amear Ul Omrah Bahauder If you for what purpose or upon what business was he the said Cowry Row Guards or under any Restraint at such times when he waited upon the said Romrove or at any other and what time If you by whose Orders or under what Charge or pretence the whole of these Matters sett forth and the truth Declare to the best of your knowledge Remembrance and belief

6th Have you or have you not seen Cowry Row frequently attend at the Circar or Durbar of his Highness the Nabob Amear Ul Omrah Bahauder If you for what Business under what pretence or for what purpose was the said Cowry Row at such times of attendance or at any other time Guarded by Cloons or Seapoys or was he under any Restraint or were any forcible means made use of against him by any and what Person or Persons at what time and under what pretence the whole of these Matters sett forth and the truth Declare

Look at the Paper Writing now shown to you at this the time of your Examination Marked A is the true Letter in English of your proper hand Writing If you is the same a true and exact translation from the Persian Language the truth Declare —

Look at the Paper Writings now Exhibited and Shown to you at this the time of your Examination Marked respectively with the Letters AB & C Do you know or do you not know the Character and whose Writing they are or any of them and which of them — If you by whom or what person were they Wrote for what purpose by whose Orders or under what Pretence at what time, and where was the Person or Persons who Wrote them or either of them under Restraint or any Guard If you by whose Orders and for what Purpose the truth Declare to the best of your Knowledge Remembrance and belief

are

Romrove Bawburove Uppaiah Savian Mullu Kistna Shake Hussun Jamidar Rungaprah Havildar

Romrove Bawburove Uppaiah Savian Mullu Kistna

Romrove Bawburove Uppaiah Savian Mullu Kistna Shake Hamer Jamidar Rungaprah Havildar

Romrove Bawburove

Uppaiah Savian Mullu Kistna

Savagee Veranah Romrove Bawburove Uppaiah Mullu Kistnah

Savagee Veranah Romrove Bawburove Uppaiah Savian Mullu Kistna Shake Hamer Jamidar Rungaprah Havildar

Savagee Veranah Romrove Bawburove Uppaiah Savian Mullu Kistnah

n Bally

Qr.
Thaddeus
Agapeery
Calendar

Are you well acquainted with and well versed in the Persian Choradevan
Language can you read and Write the same, If you, look at the Papers Writing
now produced and Shewn to you at this the Time of your Examination Marked
with the Letters B and C have you carefully perused and Translated the same,
and are the Translates thereof Severally Correct true and Literal Translates
from the Originals in the Persian Language according to the best of your
Knowledge Skill and Judgment Wherein did you Affix the same and is
your Name thereunto Set and Subscribed of your Own Hand Writing
Set forth the Particulars at large according to the best of your knowledge
remembrance and belief and the truth Declare.

Last Interrog
10.
To all the
Wittnesses

Do You know of any other Matter or thing Cause you
Set forth any thing touching the Matter in question in this Cause that may
tend to the Benefit or Advantage of the Complainant and Informant
If you Declare the same as you know have Heard or do believe together
with your Reasons such your belief as fully Clearly and Explicitly as you
can have Answer to the Interrogatories

Edward Ellis

Thomas Sorrell
Attys for the Compt & Informt

A

Edward Ellis
Thomas Sorrell
Attys for Compt & Informt

This Paper Wrote out by
Coneary Vencaten Ramah

(B)

(A)

This Exhibit Marked A was Shewn to Conare Row at the time of his Examination
before me on the part of the Complainant and Informant in a Cause depending
in the Hon.ble the Mayors Court at Madraspatnam wherein Khajah
Ubdilvahud is Complt & Informant and David Haliburton Defendant
on the 30.th Day of Nov.r Anno Domini 1782.

Rich.d Dighton
Exam.r

This Exhibit Marked A was Shewn to John Battly, Ram Row, Baubalow
Jacoian and Matta Kistna at the respective times of their Examination before me
on the p.t of the Compl.t and Informant in a Cause depending in the Hon.ble
the Mayors Court at Madraspatnam wherein Khajah Ubdilvahid is Compl.t
and Informant and David Haliburton is Defendant on the 23.d 26.th and 27.th
Day of Dec.r 1782 & 3.d January 1783 — Jos.h Du Pré Porcher
Exam.r

Translate as near as can be of the Declaration said to have been Executed by
Conary Row the Vakeel of the Rauja Bahader from Persian Language.

I do hereby declare Before account of the affairs of Begonnar Caula
paid unto Mr Haliburton the Sum of Two hundred Star Pagodas in the
North Moorish called Sujee of the year Ogey 1196 equal to the Month
January of the year 1779 by the hands of Veerarinah the Vakeel of the Tom-
marah Naiend and the said Conary Row Vakeel of the Rauja Damurla
Vencatapah Naiend Bauhder

Signed by
Conary Row the Vakeel of the Rauja Bahader

Above Translate as near as can be
by Thaddeus Aga Perry Calendar

B

Edward Ellis

Thomas Jones
Attys for Compll & Informant

This Exhibit Marked B was Shewn to Ram Jow Baetee the Same
Mulla Kistna and Shabeer Agapey Calinder at the respective time of the
Examination before me on the 8th of the Compll & Informant on Oath against
in the Mayors Court at Masulipatam wherein Rangiah Chetteah
is Complainant and Informant and Daniel Halliburton is Defendant on the
23d 26th & 27th Day of Decr 1782 and 11th Day of January 1783

Jas Du Pre Porcher
Esqr

This Exhibit Marked B was Shewn to Coman Jow at the time of his Exam
ination before me in the Suit of the Compll on a Bond depending in the Mayors
Court at Masulipatam wherein Rangiah Chetteah is Compll
Informant and Daniel Halliburton is Defendant on the 26th Nov. 1782

Jas Du Pre Porcher
Esqr

I Concere Jow Vachel to Rayah Vencatapraiah Chetteah &c
Hereby represent that yesterday the 6th of Shabaun 1196 or 18th July 1782 at the
Hour of 11 of the Clock in the forenoon I spoke with Mr Ellis one of the Attorneys
of the Mayors Court to whom I gave a Written Complaint against Mr Hali-
burton concerning the Sum of Five hundred Pagodas Receivd by him by the hands
of Veerana, Vakeel to Timmanaidoo and myself. Mr Haliburton on hearing this
sent a Person in the Evening to call me, but I concealed myself at almost midnight
Mr Haliburton again sent four of his People who carried me to him by force at
his own House, where he desired me to give him a Written Certificate that I had
not paid him a Single Dauem or Perram on Account of Vencatapraiah and that I
had not preferred any Complaint to the abovementioned Attorney. I refused to give any
such Certificate, where he became very angry and threatened that if I did not he would
shut me up in a Room and put me to great trouble. I was therefor Obliged to Write and
give him a Certificate agreable to his Desire. But do hereby Certify and Declare
that the said Certificate was not given by my own free will and Accord.

This is a true Representation in Witness whereof I have hereunto Set my
Name this 7th day of Shabaun 1196 Hegery or the 19th Day of July 1782.

(Signed) Concereow

A true Translation
John Bailey

C

Edward Ellis

Thomas Jones

All^{ps} for Compl^t & Inform^t

This Exhibit Marked C was Shown to Cawn Row at the time of his Examination before me on the part of the Compl^t in a Cause depending in the Hon^ble the Mayors Court at Madraspatnam wherein Khajah Abdul Vahid is Complainant and Informant and David Haliburton Defendant on the 30^th Day of Novem^r Anno Domini 1782

Rich^d Brighton
Exam^r

This Exhibit Marked C was Shown to Ramalow Iaman Mallie Rulia and Thaddeus Agapany Calendar at the respective times of their Examination before me on the part of the Compl^t and Inform^t in a Cause depending in the Hon^ble the Mayors Court at Madraspatnam wherein Khajah Abdul vahid is Complainant and Inform^t and David Haliburton is Defend^t on the 23^rd 26^th and 27^th Day of Dec^r 1782 and 11^th Day of Jan^y 1783

Rich^d Brighton
Exam^r

Translate as near as can be of a Memorandum not Signed

It is Hereby Declared that on 10^th of the Moorish Month Safar in the year of Cyry 1196 equal to 26 January 1782 gave unto Mr Haliburton the Sum of Five Hundred Pagodas on the Presence of Colan Mahomed on Account of the Affair of Enjavar Canda, excepting a Silk, were Cancel of the Attachment of the Vakeel from the Confinement of Tennent Nort gave unto Town Major the Sum of Two Hundred and fifty Pagodas Ramah Billah Dabash one Hundred Pagodas

A true Translate as near as can be

J Thaddeus Aga Barry Calendar

Mayors Court at Madraspatnam. Between Khajah Abdulvahid for himself and the Honble United Company of Merchants of England trading to the East Indies Complainant and Informant and David Haliburton in the Civil Service of the said Company at Fort Saint George Defendant

On the part of the Complainant and Informant and the said Honble English East India Company.

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

Thaddeus Agapany Calendar of Madras Merchant aged 73 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and Informant and the said Honble English East India Company was on the 11^th Day of January 1783 Sworn and Signifies at the Office of Mr Stephen Popham who is Attorney for the Defendant by Bernardy my Servant who also gives 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^st To the first Interrogatory this Deponent saith that he doth know the Complainant and Informant Khajah Abdulvahid in this Cause and that he hath so known him five years or thereabouts and that he doth not know the Defendant David Haliburton in this Cause personally but he hath heard of him and more saith not to this Interrogatory

To the Ninth Interrogatory this Deponent saith that he is acquainted with the Persian Character that he can read the Persian Characters tolerably well and understands the Language tolerably well but that he cannot Write the same, and this Deponent saith on Producing and Shewing

Shewing to him at this the time of his Examination the Paper Writing Marked respectively with the Letters B & C that he hath carefully perused the same and that he does not Translate the Paper Marked with the Letter B this Deponent saith hath the Word Pinatchi more than there is in the Original Persian Paper as it ought to be for which he became very angry and said that if I did not he would Shut me up and this Deponent saith that the Paper marked with the Letter C is a true and just Translation from the Original Persian Language and Translated by this Deponent according to the best of his Skill and Judgment therein except in the Calculation of the Jeffurna between the Moorish Month and the English Month and this Deponent saith that there is a mistake of one Day and he believes it ought to be the Twenty fifth of January in the young Cara Lord One thousand Seven Hundred and Eighty two or the Twenty sixth of January One thousand Seven Hundred and Eighty two but he cannot exactly say not calculate it particularly and this Deponent saith that he did write the same as a true Translation and that the Name Shaboo Aga Bagher hereto subscribed is of this Deponents own proper hand Writing and more saith not to this or the last Interrogatory

Rich.d Dighton
Clerk

Shaboo Aga Bagr Calender

Mayor's Court at Madraspatnam.

Between Khajah Abdulwahab for himself and the Honble United Company of English Merchants trading to the East Indies Complainant and Informant and David Haliburton in the Civil Service of the said Company at Fort Saint George Defendant.

On the part of the Complainant and Informant and the said Honble English East India Company.

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

Sacragee Venarah of Catastre Vackeel to Khajah Damerla Coomar Timmanah Naiyadoo Bahadur but now at Madras Aged 25 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant and Informant and the said Honble English East India Company was on the 21st Day of December 1782. Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith that he doth not know the Complainant and Informant Khajah Abdulwahab in this Cause and that he doth know the Defendant David Haliburton in this Cause and that he hath so known him One Year and upwards and more saith not to this Interrogatory.

2nd To the second Interrogatory this Deponent saith that he doth know of no Sum of Money being given by Cavey Venkatel to Vencataramaiah Regale of Catastre to the Defendant in these Interrogatories named, and this Deponent saith and saw was given to the Defendant either on the Twenty fifth or Twenty Sixth Day of the Month

Month of January last past and this Deponent saith said Sum was
given on a Friday on the said Month of January last past between Ten
and three o'Clock on said Day and this Deponent saith that he went to
Company with Conery Row to the Defendants House on the Fort where
that said Conery Row in this Deponents presence gave the sum of Two
Hundred Pagodas to the Defendant in the Title of this Interrogatories
named and the Defendant accepted of the same and this Deponent
saith the purpose for which said Sum was given to the Defendant was
that the Defendant should procure a Summons for Ingurum Pillay in
favor of Conery Row and this Deponents Masters which the Defendant
promised to speak to the Governor about and get – and more saith not
to this Interrogatory –

To the third Interrogatory this Deponent saith that he Narrain Sum
manaiken a few days after said Sum was paid stood for Conery Row several
times and ask him for said Summons and Conery Row at first promised but at
and at last Conery Row said he could not get said Summons from Mr Hubbard
upon which Summanaiken said Conery Row must either get the Summons
or the Money from Mr Hubberton and the said Conery Row desired Sum
manaiken to send to Mr Hubberton for the Summons or the Money upon
which Summanaiken said he had nothing to do with Mr Hubberton
and that Conery Row should either get the Summons or pay the Money
upon which Conery Row should either get the Summons or pay the Money
upon which Conery Row said he would Complain to the Mayors Court
or to the Rabob against the Defendant and endeavour to get Redress and
more saith not to this Interrogatory –

3d

To the Sixth Interrogatory this Deponent saith that he hath frequently
seen Conery Row attend at the Durbar of his Highness Omrah Omrah
Bahauder and he hears he attended at said Durbar to make a Complaint
against the Defendant and this Deponent saith that said Conery Row was
not guarded by any Peons or Seapoys or any Restraint or force whatever
made use of by any Person towards said Conery Row at the times he saw
Conery Row attending at said Durbar – and more saith not to this or the
last Interrogatory –

Jos. DuPré Porcher
Exam.

Mayors Court at Madraspatnam Between Ramajah Ubdavahil for
himself and the Honble Unites Company
of Merchants of England trading to the
East Indies Complainant and Informant
and Davis Halliburton in the Civil
Service of the said Company at Fort St
George Defendant –

On the part of the Complainant and Informant
and the said Honble English East India Company.

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

Ramrove of Madras Persian Writer aged 30 years or thereabouts Duly produced as a
Witness on the part of the Complainant and Informant and the said Honble English East
India Company was on the 23d Day of December 1783 Sworn at the Office of Mr Stephen
Lupham who is Attorney for the Defendant by Burnaway my Servant who also left him
a Note of the Name Title and place of abode of the said Defendant as aforesaid 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 and Informant Rhagah Ullatakie in this Cause, and that he hath so known him five or six years - and that he doth know the Defendant David Haliburton in this Cause and that he hath so known him for years or thereabouts - and more saith not to this Interrogatory -

2d To the Second Interrogatory this Deponent saith that Conry Row Vakeel to Venkatapanaikee Zemindar or Rajah of Calastra came to him and informed him that he and Saccaya Cannah had given Mr Little for the Sum of five hundred Pagodas to procure a Summs for Sugnar Bollaru in favor of their Master and this Deponent saith that the said Conry Row told him said Money was given in the Month of January in the year of our Lord One thousand Seven hundred and Eighty five and that the said David Haliburton had accepted of the said Sum and had promised to procure a Summs for Sugnar Bollaru - and more saith not to this Interrogatory -

3d To the third Interrogatory this Deponent saith, that the said Conry Row Vakeel to the Calastra Rajah came to his House and told him so and said that he had given the said David Haliburton said Sum of five hundred Pagodas for the purpose of procuring said Summs and that the said David Haliburton had not procured said Summs and that Timmanah has told him that he should be Answerable for said Sum of Money or get the said Summs and this Deponent saith that the last time the said Conry Row came to him was on the Seventh of July one Thousand Seven Hundred and Eighty five and that this Deponent is to speak to the Nabob and Request the Nabob and

ul Omrah Behauder to get the Money or the Summs from Mr Haliburton of which this Deponent informed the Nabob Omer ul Omrah Behauder and the Nabob Omer ul Omrah Behauder said he would have nothing to do with it as it was not proper for him to desire another Person to grant a Summs for his Country for which he only has a right to grant a Summs for which this Deponent informed the said Conry Row upon which the said Conry Row desired this Deponent to speak to the Nabob to get his Money and this Deponent saith that the said Conry Row gave him a Persian Paper Writing wherein he sets forth his Complaint against the Defendant on the Twelveth of July in the year of Our Lord One Thousand Seven hundred and Eighty five in which he shewed to the Nabob Omer ul Omrah Behauder and the said Nabob said he would have nothing to do with it - and that the said Conry Row has bitter Complain to the Honble Mayors Court and this Deponent saith after the above has passed on the Eighteenth of July Mr Ellis came to the Nabob Omer ul Omrahs House where Conry Row and this Deponent are somewhat Eight were sitting in the Hall when and while Mr Ellis was paying the said Conry Row asked this Deponent who he was and this Deponent told him it was Mr Ellis an Attorney belonging to the Honble the Mayors Court and the said Conry Row asked this Deponent if he should make his Complaint against the said Mr Haliburton to Mr Ellis and this Deponent bid him very well you may Complain to him and when Mr Ellis was returning he desired this Deponent to speak to Mr Ellis about said Complaint and this Deponent desire Mootoo Kistnah to Interpret to Mr Ellis what Conry Row has to say and Mootoo Kistnah told Mr Ellis the Matter of Complaint and the said Conry Row gave Mr Ellis a Persian Paper which Mr

Mr Ellis desires might be translated and Hoolee Kistnah got it Trans-
lated and gave it to Mr Ellis and Mr Ellis asked Conry Row brought Hoolee
Kistnah as Interpreter of the Contents were true upon which Mr Ellis went
away and said he would Write to Mr Hathurton and this Deponent
saith that such Complaint against the Defendant as made by Conry Row
was entirely of his own free will and Consent and that he begged of this Deponent
to speak to the Nabob and Mr Ellis and left down at the Deponents feet
while he was asking him to speak to the Nabob and Mr Ellis and was told
not to this Interrogatory.

D.r

To the fourth Interrogatory this Deponent saith that on the Seventeenth
of July in the Morning the said Conry Row came to him and told him that
the Defendant had sent four Peons to his House the Evening before and that
Carries him to the Defendants House in the Fort and when he came there
the Defendant told him that he must give him a paper in his own hand writing
setting forth that he had never paid any Money to him the Defendant and
that the Defendant had not promised him a Sunnud for Augrave Pollam nor
that he has not employed Mr Ellis to Write to this Deponent about any sum
of Money which he said he at first refused to give upon which the Defend-
ant told the said Conry Row that he would flog him and lock him up in a
room and keep him in his House which he the Defendant did till Eleven o'Clock
at Night upon which the said Conry Row said he was frightned and towards
to give the said Defendant such a paper Writing which he did accordingly
and the said Conry Row also mentioned in said Paper that he had no
and he the said Conry Row is answerable for any Money to pay to Mr Hathurton and this
Deponent saith that the Said

Omeer Ul Omrah of this Matter as he was afraid some of the Defendants
People might come and take him away again and request the Nabob Omeer
Ul Omrah Behauder would send some of his People with him to his House
that he might send Word immediately to the Nabob Jaffer of the Defendants
People came again and this Deponent told the said Conry Row to go to the
Durbar and he would follow him as soon as he had washed his Head and this
Deponent saith that when he came to the Durbar about ten o'Clock of
the said Morning he found the said Conry Row waiting there upon which
this Deponent informed the Nabob of what had passed and the Nabob
ordered this Deponent to send a Hircar with the said Conry Row, and this
Deponent saith that while the said Conry Row was waiting at the Durbar
he Wrote a Paper setting forth the Particulars of what had passed between
himself and the said Defendant for the Evening before, and at about two
o'Clock on the said Day the said Conry Row wanted to go
for the Hircar and this Deponent Ordered one to go along with him and he
said Conry Row went home along with said Hircar and this Deponent saith
that on the Twenty first of July last past at Eight o'Clock in the Morning
the said Hircar came to him and told him that the Defendant Mr
Halliburton had come to the said Conry Row's House in a Palinquin and
record into the House and pulled Conry Row out by force by the Hand
without giving him time to put on his Turban and had put
Conry Row into his Palinquin and Covered it over with the Bulkha
and Ordered the Palinquin Boys to carry him to the Fort and while
Conry Row was setting in the Palinquin some of the Sowars brought
his Turban to him and this Deponent saith that he Ordered said
Hircar

Hircar to go and inform the Nabob of the same — and more saith
not to this Interrogatory —

6th. To the Sixth Interrogatory this Deponent saith that he hath
frequently saw Cowry Row attend at the Durbars his Highness
Omar Ul Omrah Bahaudar and he heard he attended at said
Durbar to make a Complaint against the Defendant and this Depo-
-nent saith that said Cowry Row was not guarded by any Peon or by
or any Restraint or force whatever made use of by any Person touch
said Cowry Row at the times he saw Cowry Row attending at
said Durbar — and more saith not to this Interrogatory —

7th. To the Eighth Interrogatory this Deponent saith on producing and
Shewing to him at this the time of his Examination the Paper Writing
Marked with the Letter A B and C respectively that he doth know
that said Paper were Written by Cowry Row and this Deponent saith that
Cowry Row gave him the Paper Marked A on the Eighteenth day of July
that this Deponent might give it to Mr Ellis for the purpose of
recovering his Money from the Defendant and this Deponent saith
that the Paper Marked B was given to him on the Nineteenth day of July
by Cowry Row to give to Mr Ellis for the said Purpose of Recovering
the Defendant and this Deponent saith that the Paper marked C
was written by Cowry Row at this Deponents House by Cowry Row
and that all said Papers were Written by the said Cowry Row for
the Purposes before set forth and what they were Written entirely with
his own free will and Consent and that he was not coerced or forced by
any

any one to Write said Papers and that it was entirely of his own
accord that he gave said Papers and that he requests this Deponent
particularly to assist him in the Recovery of Recovering the Money
from the Defendant — and more saith not to this or the last
Interrogatory —

Jos.s DuPré Corcher
Exam.r

Mayor's Court at Madraspatam

Between Khagah Abdoolah for
himself and the Honble Uncle Company
of English Merchants Trading to the East
Indies Complainant and Informant
and Dame Haliburton on the part
Servt of the said Company at Fort Saint
George Defendant —

On the Part of the Complainant and Informant
and the said Honble English East India Company

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

Bawbrove of Madras Keeper of Accounts aged 36 years or thereabouts,
being Produced as a Witness in this Cause on the Part of the Complainant and
Informant and the said Honble English East India Company was on the
21st Day of December 1782 Sworn at the Office of Mr Stephen Popham
who is Attorney for the Defendant by Examiner my Servant who also
Gives 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,
viz.

1st To the first Interrogatory this Deponent saith that he
saith

doth know the Complainant and Informant Khoyah Abdul-
vahut in this Cause, and that he hath so known him ten years or
thereabouts - and that he doth know the Defendant David Hali-
burton in this Cause, and that he hath so known him about six
years - and more doth not to this Interrogatory -

2nd. To the Second Interrogatory this Deponent saith that he has not to
any Sum or Sums of Money paid unto David Haliburton the said
Defendant but that he knows Cowry Naw Lucked to Veeraby Chetty
Rajah of Calastry on the Ninth July last past 600 Rupees Sicca
to the Nabob Omrah Ul Omrah Bahadur at his own House where he
this Deponent then was, that he had given the Defendant David
Haliburton the Sum of five hundred Rupees for the express purpose
of procuring a Summons for Ingwar Pollam on account of his Master
the said Rajah of Calastry and that he has neither performed his agree-
ment nor Would he return the said Sum he therefore came to Request
that he Cowry Naw would Speak to his Master Omrah Ul Omrah to
Interest himself with the Defendant the said David Haliburton
and endeavour to get from him the said Sum of Money before or get him
the Promised Summons for Ingwar Pollam - and more saith not to
this Interrogatory -

3rd. To the third Interrogatory this Deponent saith that he has
Cowry Naw Corypilam to Cham Naw as before particularly set forth -
that he never has ever heard from the said Cham Naw or had
any intercourse whatever and his said Corypilam was made with
all the smallest appearance of force, but entirely with his own free
will