53

Record No 53

Pleadings in the mayor's Court

Series V

11248

25,000—4-5-12.

Block 7

Rack No.

Shelf No.

Serial No. 53

General No. 12048

Vol. 53

Orl. 12048

471

with

No B

12th May 1787

1787					
July	29	Estimate for the following [illegible] found			
	20	By Bills of Extra	Rs. 300	"	"
		By Bills of Stores			
	24	By ditto — ditto	17[illegible]		
		By 1st One Anchor	300	"	
		By one ditto	405	"	"
		By Ballance due to me	1499	10	7
			Rupees	10180	8 "

For mas[illegible] Fres[illegible]

humbly prays to

Costs and Charges [illegible]

[illegible]ained

Fort Saint George

8th December 1787

P. Spencer
Atty Defdt.

C. Fenwick

Sworn to before me

Jas Call

Mayor

		...s as per ...			
		...	35	"	"
		...mums ... included in the Contract ...ng Sa Rupees 101. 14. " ...	320	15	"
		Sicca Ru...	10		"
1787 Decr	1st	To Ballance of Cr side being Sa Rupes 1499. 10. 7. Exchange at 346. Sa Rps ₱ % Pagodas ...	433	20	"
		To Interest on ditto from 20th July to this day being 4 ms and 11 ds at 12 per Ct per annum ...	18	41	50
		Pagodas			
		Fort ...			
		Errors ...			

with

No B

12th May 1787

1787 July	29	... found			
	20	By Bills of Extras ...	R. 300	"	"
		By Bills of Stores ...			
	24	By ditto — ditto ...	17		"
		By One Anchor ...	300	"	"
		By One ditto ...	405	"	"
		By Ballance due to me ...	1499	10	7
		Sicca Rupees	10180	8	"
1787 Decr	1st	By Ballance due ...	452		
		Pagodas	452	16	50

C. Fenwick

A true Copy

J. Spencer
Atty Defdt

[illegible] ...cess Galley

...ner to perform a Voyage to Ma[illegible]s, as appeared on a
taken on Board May the 12th 1787

A new Rudder with mettle Gudgeons and Pintles
New Sheathing for the Bends to the Copper
New Bower and Top mast Caps
Tot mast Cross Trees to be Repaired
Decks and Topsides to be Caulked fore and aft
New Catt Heads
Four new Paulls and a Stop Hoop for Capstern also the Partners
to be Repaired.
A New Cross Piece for the Bitts
One New Cabress.
The Knees of the Head to be taken off
A new Quarter Piece, also the Stern and quarter Gallerys to be
Repaired some of the Chain Plates to be Shifted with other trifling
Repairs.

Signed { J. Dickson
W. Ayres
Ray. Taylor
Gilles Avery
Shipwright

I do agree on Behalf of the Nabob of the Carnatic to give 3800
Sicca Rupees for the above wanted Repairs.

Calcutta May 12th 1787.

(Signed) C. Fenn[illegible]

A true Copy

P. Spen[illegible]
Atty [illegible]

(17[illegible])

No. F

12th May 1787.

An Estimate for the following Goods as found
Board the Ship Success Galley ... R. 300.

The Ship to be Hauled on shore and the Iron
and Replaced with Metal ones.
A new Rudder Completely filled with Metal Pintles, 4 in No.
New Sheathing from the Bends to the Copper.
Fore and Main Caps new.
Tot mast ditto ditto
Decks and Topsides Caulked for and aft
New Catt Heads
2 New Paulls and Stop Hoops to Capstand
A new Cross Piece for the Main Bitts
Partners of the Capstand Repaired
A New Caboose
The Knees of the Head taken off
One New Quarter piece
Stern and Quarter Gallerys to be Repaired
4 Chain Plates to be Shifted
Any small Repairs which may appear the Workmanship
is not to be Charged.

The above Repairs to be Completed for
Sicca Rupees 3800.

Signed Giles Avery

A true Copy

P. Spencer
Atty Dep[illegible]

(763)

Sir

Rather to pe[illegible] received the Note and am Exceeding Obliged to you taken on [illegible] Assure you Sir at present [illegible] of ag[illegible] Assistance to me.

A new [illegible]

N

I am Sir

Your very Obedient Servant

16th June 1787

Signed Giles Avery

To C. Fenwick Esquire

the other Side is a Receipt

Calcutta June 16th 1787

[illegible] Partners

Received from Cuthbert Fenwick Esquire the Sum of Sicca Rupees One Thousand Eight Hundred and Seventy one and Nine Annas on Account.

S. R. 1871. 9. "

Signed Giles Avery

A true Copy

P. Spencer

Atty Defdt.

D

Calcutta June 18th 1787

Received from C. Fenwick Esquire the Sum of Sicca Rupees One Thousand on account with him.

S. Rs 1000. "

Signed Giles Avery

Accepted Payable Tuesday the 18th of June 1787.

Signed C. Fenwick

A true Copy

P. Spencer

Atty Defdt.

(764)

E

Calcutta July 7th 1787

C. Fenwick Esqr.

Bought of Giles Avery

One Anchor per Agreement ..... S. R. 300. " "

E. E. Contents Received

Signed Giles Avery

A true Copy

P. Spencer

Atty Defdt.

F

The Success Galley and Owners ..... Dr.

To an Anchor W.g 15 lb at 25 peices ..... 375. " "

Stocking ditto ..... 30. " "

S. Rs 405. " "

E. E. Calcutta July 20th 1787. Received Payment

Signed G. Avery

A true Copy

P. Spencer

Atty Defdt.

G

Received form Captain Fenwick a Check on the General Bank for Sicca Rupees Eight Hundred and twenty four, and a Draft on Messrs Turnbull and Co. for Sicca Rupees One Thousand Six Hundred and Ninety One, Amounting to Sicca Rupees One Thousand Six hundred and Ninety five in part Payment for Repairs done the Ship Success Gally.

24th July 1787.

Signed Giles Avery

A true Copy

P. Spencer

Atty Defdt.

(1765)

Calcutta July 30th 1787

Received from Chas. Fenwick Esqr. by the Hands of Mr. William Listie the Sum of Sicca Rupees three hundred and Eighty five on Acct.

S. Rs. 385. " "

Signed } Jno. Martin for G. Avery

A true Copy

P. Spencer
atty. Defdt.

Filed 11th Decr. 1787

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honorable Court your Orator Cuthbert Fenwick late Commander of the Ship Success Galley, that Giles Avery stands justly and truely indebted unto your Orator in the full and just Sum of Four Hundred and Fifty two Pagodas Sixteen fanams and Fifty Cash current Money of Madras making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Eighty Pounds Eighteen Shillings and Sixpence or thereabouts as does more particularly and at large appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be admitted as part

(1766)

Filed the 25th

part of this his Bill of Complaint the Original being in the possession of your orator's Attorney and ready to be produced before this Honble Court 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 Four Hundred and Fifty two Pagodas Sixteen fanams and Fifty Cash from the said Giles Avery.

But now so it is may it Please this Honble Court that the said Giles Avery Obstinately and wilfully refuse to pay the same or to give your Orator any manner of Satisfaction touching the premises your Orator therefore prays a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Giles Avery may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Maters and things hereinbefore set forth and alledged as fully truely and effectually to all Intents and purposes as if the same were here again repeated and particularly interrogated and that he may be decreed to pay unto your Orator the afore said Sum of Four Hundred and Fifty two Pagodas Sixteen fanams and Fifty Cash together with all such Interest as now is or shall hereafter become due thereupon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Giles Avery 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 perfixed and Appointed then and thereto 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

1786
1787

Dr. Gilles Avery in account Current with Cuthbert Sennick

B

1787 July	24	To Amount of Money paid you as per your Receipt	3856	9 "
	25	To Bill of Cables	405	" "
		To Bills of Stores	1106	2 5
	26	To Ditto &c. &c.	113	14 "
		To Ditto &c.	350	" "
		To Ditto &c.	105	" "
		To Balance due to the Bank	1449	10 7
			1180	8 "
			453	16 5
			453	16 5

1787 July 24 By Agreement Contract ... Sa Rupees 1180 8 "
25 By Bills of Cables ... 320 15 "
By Bills of Stores ... 25 " "
26 By Ditto &c. ... 35 " "
By One Anchor ... 20 12 "
By One Ditto ... 25 " "
By Balance due to me ... 320 15 "
1180 8 "

1787 Dec. 1 By Balance due ... 453 16 5

Pagodas 453 16 5

Errors Excepted per Pagodas 453 16 5
Fort St. George December 1st 1787.
for Gilles Avery
P. Spencer
acty Est Compt

Filed the 25th March 1788:

1760

The Replication of Giles Avery of Fort William in the Province of Bengal Ship Carpenter by his attorney Charles Baker of Fort Saint George Esquire Complainant and Cuthbert Sennick late Commander of the ship Success Galley Defendant.

This Repliant saving unto himself all and all manner of Advantage of Exception to the manifold Insufficiencies of the said answer for Replication thereunto saith that he positively denies that he owes or is indebted to the said Defendt in the sum of Four hundred and Fifty two Pagodas Sixteen fanams and fifty Cash or in any such Sum or any sum of Money whatsoever and this Repliant saith he admits the said Defendant called upon three Persons to survey the said Ship the Success Galley jointly with him and this Repliant and after the Survey was made thereof such paper as setforth by the Defendant and marked with the Letter A was signed and this Repliant admits he did enter into such written Contract or agreement with the said Defendant as setforth by him the said Defendant and marked with the Letter B and in Consequence and pursuance of such his contract he did repair the said Ship in a good Staunch and workmanlike manner agreeable to the Survey that had been so made That he never neglected to perform any part of the Contract or in any manner whatsoever departed from it and Doth aver that he shall be able to fully prove the same by the Evidence of the most Respectable Persons and therefore Humbly insists that the said Defendant has no Right nor is he entitled to

he hath done by the Account Current annexed to the said Answer with a Sum of Sicca Rupees one thousand two hundred and Sixty Six for non performance of a part of the said Contract in not new Sheathing the Ship from the Gripes to the Bends or of a further Sum of Sicca Rupees Four hundred for Non performance of making a Cat Head the same having been duely made and positively denies that he has in any Extra Bill for Articles mentioned in the Contract charged the said Defendant with the sum of Sicca Rupees two Thousand and Seventy two or that there was any difficiency of Topmasts Caps to the amount of twenty five Sicca Rupees or a Mizen Cap of Thirty five Sicca Rupees or that the Blacksmiths Bills to the amount of Sicca Rupees three Hundred and twenty and fifteen annas charged were included in the Contract that if he the said Defendant had conceived that this Repliant had not performed his Contract it was very easy for him to have compelled him so to have done or recovered Damages for a Non performance thereof by bringing an Action in the Supreme Court of Judicature in Calcutta but that in truth and in fact the said Defendant never objected that the said Contract was not fully compleatly performed and Agreeable to the Terms or at any time even suggested that there was any breach thereof in any instance although he had full length of time so to have done intill he was about to sail when as this Repliant supposes as a pretended justification for his Conduct in not paying this Repliant he got the said officers of the Ship to send up a protest to Calcutta as alludes to in his the said Defendants

answer

Answer to this Repliant positively saith there was no reason or just foundation for his so doing as he will fully prove That this Repliant is advised and verily believes that it was quite optional in him whether he chose or in his affidavit annexed to his Bill to state or allude to the Contract that the Practice of all Courts of Justice where the English Law prevails Is to swear to the Debt generally which this Repliant did and at the trial of the Cause to prove the Person Indebted and the Consideration of the Debt and this Repliant hath no doubt he will be able prove to the Satisfaction of this Honble Court the whole of his Case This Repliant further saith that so far from any Objection being made relative to this Repliant not having fulfilled his contract That the Defendant after the said Repairs were done employed this Repliant to furnish the Stores and do all the further necessary Repairs that the said Ship wanted and which were not included in the said survey and of Course not in the Contract so as aforesaid entered into by this Repliant the particulars of which work done and materials found appear by the Schedule annexed to the this Repliants Bill of Complaint and this Repliant hath also annexed a true Copy of his account to this his Replication the truth and justice of which he will be able to Prove That in the said account he has given Credit for the Sum of One Thousand Eight Hundred and Seventy one Rupees nine annas and one Thousand. agreeable to the Receipts mentioned in the said Defendants answer and Marked C & D That with Receipt to the anchors this Repliant says he is astonished at the said Defendant in charging him this Repliant with the Sum of Sicca Rupees four hundred and sixty for an Anchor not delivered

1771

to which this Repliant saith the truth and the fact and which he is able to prove is That Repliant never delivered but one anchor to the said Defendant that the said Anchor was worth as per Weight four hundred and five Siccas Rupees but as the said Defendant had given this Repliant the Cospawring of the Ship he this Repliant let the said Defendant at his Request have the same at and for the price of Sum Sicca Rupees three hundred which was the only Sum he received for the same and for which the Bill and Receipt marked Letter E was given by this Repliant That a few days after he had received the said Sum The said Defendant Requested this Repliant to send him a Receipt for the Sum of four hundred and five Sicca Rupees the real worth of the Anchor in Order that he the said Defendant might shew the same to the said Nabob and charge him that Sum for the said Anchor and that accordingly he this Repliant did send the said Receipt marked /F/ and dated July twentieth one thousand seven hundred and Eighty seven in addition to his former Receipt marked /E/ and this Repliant in making up the said account did gave Credit for the said Sum of Sicca Rupees four hundred and five as per the Account annexed all which this Repliant is also able to prove — That with regard to the Receipt (G) refered to by the said Defendant in his said answer this Repliant saith he only received the Sum of Sicca Rupees One Thousand Six hundred and fifteen in stead of the sum of Sicca Rupees One thousand Six hundred and ninety five as Charged by the said Receipt upon the face of which there appears to be a mistake The Draft upon the General Bank was for Sicca Rupees Eight hundred and twenty four and the Draft of Messrs. Turnbull and Co. as appears from the draft itself for Sicca Rupees Seven hundred and ninety

1772

Makes a Difference of Seventy Six Rupees over Charged in the said Receipt against this Repliant That this Repliant is advised it is the peculiar province of Courts of Equity to relieve against fraud or mistake and where it appears from proof self Evident That a party has not received so much as he may have given Receipts for Equity will not suffer such Receipts to be conclusive against him and therefore this Repliant submits he is not to be charged with the Money for which the Receipt /G/ purports to be given but with the Sum actually received and all Submits he is not to be charged with the two Receipts /E and F/ having never received but one Sum on account of the Anchor and also Submits that the the said Defendant did take away Receipts for the whole Amount of this Repliants demands yet that not having paid this Repliant the full amount he the said Defendant is not to be discharged at the he has the said Receipts That if the said Defendant or his attorney had carefully perused the affidavit of this Repliant they would have found the falsety of what the Defendant has Sworn in reply there to where he says "There is a difference of Sicca Rupees Six hundred and fifty seven between the Amount of the Receipts in the hand writing of the said Repliant and setforth by the Defendant and the Sum admitted to be received by this Repliant in his affidavit For this Repliant saith that altho' the Amount of the said Receipts is five thousand six hundred and fifty Rupees Nine annas as stated by Defendant /Yet the Amount for which this Repliant gave Credit to the said Defendant was five thousand three hundred and Eighty four Rupees Nine Annas as by Reference to the said affidavit clearly appears first by Omitting him

for four Thousand Nine hundred and Ninety Nine
annas and afterwards with the Sum of three hu[illegible]d which he
ty five Rupees Received after the said Defendan[illegible] anchor to the
which said Sum of three Hundred and Eight[illegible] per Weight
is the very Sum for which the Receipt Exhibi[illegible] Defendant
ved by the said Defendant was given and therefore th[illegible] Repliant
not be but an apparent difference of Sicca Rupees Tur[illegible]nd
and Seventy One between the Amount of the said Receipt as
the Sum Acknowledged to be Received against which the 11 and
Sum of Sicca Rupees three Hundred Receipt E charged as[illegible]
said Defendant in his Account against this Repliant [illegible]st Recpt
Repliant insists to be set off which makes a Sum of [illegible]
Nine Rupees more than the said Receipts to amount to wh[illegible]
being added to the Sum of Seventy Six Overcharged in said
Receipt (G) is Sicca Rupees One hundred and five the very
difference between the two Receipts (E and F) and which
this Repliant had agreed to lose on account of the Anchor
having given Credit for the Sums of Sicca Rupees four hundred
and five as before set forth. All which matters and things
he will aver justify maintain and prove as this Honble
Court shall Award and Prays as in and by his said bill
he already Prayed.

Cha.s Baker
Atty for the Repliant

1774

B

1771						
1100.						
405.						
171.						
100.						
385.						
2361.						

[illegible] Account [illegible]

To Repairs done for the Lucy's Galley	380	0	0	1771 June 16	By Cash	1	0
as per Survey Agreement					By [illegible]	18	0
To 8 Months Victualling as Ditto	284	13	5		By [illegible]	20	0
To Stores not included in the Contract	110	2	5	July 24	By [illegible]	15	0
To [illegible]	173	14	0		By [illegible]	5	0
Anchor	105	0	0				
Repairs of Boat	36	13	0				
	824	12	10.5				
Cash paid Mr. [illegible] Hamilton and Forbes	550	0	0				
for Provisions as agreed Upon Tenders	50	0	0				
	243	4	0				
Balle due	324	5	5				

Cha.s Baker
Atty for Repliant
above Guy

Cha.s Baker
Atty for Repliant

1775

Filed 25th March 1788

The Cross Ans... ...ees Nine
...n and Eight
...avery by his Attorney C... Calcutta
Madras to the Cross Bi... Rupees
of Cuthbert Fenwick ...refore ...rdu-
plaine Cross Complainan... ...ees Secondly

This Cross Defendant by his ... Rejoinder
now and at all times hereafter saving and reserving ... Mod.
self all and all manner of Benefit and advantage of ... Exc.
to the many Untruths Errors Uncertainties Insuffic... to an.
Imperfections in the said Cross Bill of Complaint ... said
for Answer thereunto or unto so much thereof as ... by the
Defendant is Advised doth Materially Concern ... this
Answer unto he this Cross Defendant Answereth ... Twenty
that he positively denies that he was or is indebted ... the
said Cross Complainant in the Sum of Four Thousa... four
fifty two Pagodas Sixteen fanams and fifty Cash or in... Sum of Money whatsoever That he admits the said Cross Complainant having called upon Three People to take a... of the said Ship the Success Galley together with this Cross Defendant that after such Survey was made such Papers as exhibited by the said Cross Complainant with his Answer to the Original Bill of Complaint Marked A was Sign... This Cross Defendant admits that he did enter into a written Agreement or Contract with the said Cross Complainant as setforth and Annexed to the said Cross Comp... Answer to the Bill filed by this Cross Defend...

1776

And in pursuance of which this Cross Defendant did Repair the said Ship the Success in a good Substantial and workman like manner And that every Particular of the said Agreement was attended to and in no one respect was the same Violated or departed from as he this Cross Defendant doubts not he shall be able to prove to this Honble Court and therefore saith and humbly insists that the said Cross Complainant hath no grounds to Charge this Cross Defendant in the manner he hath done in and by the Account Current Annexed to his Cross Bill of Complaint to wit with a Sum of Sicca Rupees One thousand Two hundred and Sixty Six for non performance of that part of the aforesaid Contract which relates to new Sheathing the said Ship Success Galley from the Copper to the Bends nor in the further Sum of Sicca Rupees four hundred for not making a Cat head the same having been duly made and positively and pointedly denies having Charged in any Extra Bill for Articles mentioned in the Contract Amounting to Sicca Rupees Two thousand and Seventy two or that there was any Deficiency of Top Masts Capes to the amount of Twenty five Sicca Rupees or a Mizen Cap of thirty five Sicca Rupees or that the Sum of Three hundred and Twenty Sicca Rupees fifteen Annas as part of the Black Smiths Bills was included or ever meant or intended so to be in the said Contract This Cross Defendant saith that if he this Cross Defendant had been so deficient in the performance of his Contract it is the more extraordinary that the said Cross Complainant should not have discovered the same before and have taken measures to Compell the Cross Defendant to have Completed it but so far from that the said Cross Complainant never Objected to any

the said Contract being unfurnished or incompleat & Suggested any Disaprobation relative to the same until he was about to Sail when at this Cross Defendant Supposes he prevailed upon his Officers to send up the Protest adverted to in the answer of the said Cross Complainant to this Cross Defendant Original Bill of Compl=aint The absurdity and futility of which this Cross Defendant saith will appear to this Honble Court upon the perusal of four Chits to whiros are written to this Cross Defendant by the Cross Complainant a few days previous to the Cross Complainants Depar=ture from Calcutta the last of which is written upon the back of and in Answer to a Letter from this Cross Defendant Requesting Payment of all his Bills as well relating to his Extra Charges as on Account of the said Contract as by Copies of the said Letters hereunto Annexed Marked A. B C and D will fully appear and which this Cross Defendant prays may be taken as part of this his Answer the originals being in his aforesaid attorneys = Possession and ready to be Produced when called for this Cross De=fendant therefore hopes that the Repeated Promises of Payment made by the said Cross Complainant to this Cross Defendant of his Money and without any Objection or demur whatsoever = made to the said Cross Defendants Bills will be sufficient equal=ly to do away the Pretended Demand set up by the Cross Com=plainant in and by his Cross Bill and also to establish the justness of the Demand for Payment whiros this Cross Defendant was compelled to file his original Bill against the said Cross Complainant This Cross Defendant by his said attorney further answering saith he is at a Loss how sufficiently to express his Astonishment at the said Cross Complainants charging him

for

for an Anchor as paid for and never Received as he Could not have conceived it Possible for the particular Circumstance relating there to have been out of the Recollection of the said Cross Complainant This Cross Defendant saith that true it is that only one Anchor was ever delivered the Value whereof was according to the weight four hundred and five Sicca Rupees but in Consideration of the said Cross Complainant having given this Cross Defendant the Job of Repairing the said Ship the Success he this Cross Defendant only Charged the Sum of three hundred Sicca Rupees being the Price the said Anchor Stood him in and for which the Bill and Receipt Annexed to the said Cross Complain=nants Answer to this Cross Defendant Originall Bill of Com=plaint Marked with the Letter E was given by this Cross Defendant That Shortly after he had Received the said Sum he the said Cross Complainant Requested this Cross Defendant to make out and send him a Bill and Receipt for the Sum of Sicca Rupees Four Hundred and five the real Value of the anchor in Order that the said Cross Complainant might Shew the same to the Nabob of Arcot and so enable him to Charge the said Nabob with that Sum which this Cross Defendant conceives of the real Price and worth of the said anchor and it being his Intention to benefit the said Cross Defendant only by relin=quishing his own Profit thereon Did not hesitate to do a Copy of which Bill and Receipt is the Exhibit F annexed to the said Cross Complainants Original Answer and the Return now made this Cross Defendant by the said Cross Complainant is an attempt to Charge him with the Sum of four hundred and Five Sicca Rupees which he Pretends was for a Second

1779

Anchor designed and intended to be but never delivered and on the same Pretence the said Cross Complainant by including the two Receipts for three Hundred Sicca Rupees and four hundred and five Sicca Rupees although they both relate to one and the same Anchor in the Manner above set forth hath Charged this Cross Defendant with the Sum of Four thousand Six hundred and fifty Six Sicca Rupees Nine Annas for Money Paid as he calls it in his this Cross Defendants Receipts whereas the fact is that this Cross Defendant hath only Received the Sum of Four thousand three hundred and Eighty four Sicca Rupees Nine Annas as will appear by a Copy of his account Current Annexed to his Replication filed in the Original Suit commenced by this Cross Defendant against the said Cross Complainant which said Replication and account Current this Cross Defendant prays may be taken as part of this his Cross Answer and that he may be allowed every Benefit thereof.

All which Matters and things this Cross Defendant is ready and willing to verify maintain and Prove as this Honble Court shall direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained.

Chas. Baker
Atty for the Cross Defendant

Sworn before me
this 25th day of March
1788

Jas. Call
Senr. Alderman

Chas. Baker
Atty for Giles Avery

1780

A

To Captn Lisle

Sir

Send me a Receipt for the Two hundred Sent from the Success for the Snow Sophia and a Receipt for the Cash advanced Yesterday I wish you will off for I am told they Intend to move for an Execution against Ship and Cargo to Monday on account of Douglas it will be Night before they can do it if they must with no Impediments

G C Fenwick

Tell avery he shall have his money on Tuesday morning

22d July Sunday 10 O Clock

A true Copy

Chas. Baker
Atty for Cross Defendant

B

Mr. Avery Send your Cicar now as I have just received some Cash tell him Bring a Receipt for One Thousand Sicca Rupees and Send him again to Morrow with a Receipt for the rest Pray send a Caulker on Board to Caulk the Ports in between Decks

One Clock

G C Fenwick

Received 24th July 1787

A true Copy

Chas. Baker
Atty for Cross Defendant

1781

C

Sir

My Sircar Informs me that you have Ordered my Bills to be paid at two o Clock When my Sircar came / yours told him he could not be paid to day I hope you will be Good Enough to Give him further Orders as Every person to Whom I am Indebted a Rupee is bearing me to Pieces & I know Not What to do, for through your Promising me I have prom[illegible] others

I am Sir

Your most Obd.nt Servt.

24th July 1787

Giles Avery

A true Copy

Chas. Baker

Atty for Cross Defendant

Jr Sir

D

Mr Lisle who is now with me will Bring Your Money

C F

A true Copy

Chas. Baker

Atty for Cross Defendt.

1782

Filed the 6th May 1788.

The Rejoinder of Cuthbert Fenwick late Commander of the Ship Success Galley Defendant to the Replication of Giles Avery of Fort William in the Province of Bengal Carpenter by his Attorney Charles Baker of Fort Saint George Esquire Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the Many Uncertainties and Insufficiences of the said Replication for Rejoinder thereunto saith that this Defendants answer is true certain and Sufficient in the Law to be replied unto and says and insists as in and by his said answer he has Already said and doth and will aver and Maintain all and every the thing and things therein contained to be true and Certain as in such Manner as the same is and are therein contained and Alledged and that the Replication of the Complainant is very uncertain in the Law to be rejoined unto by this Defendant for divers defects and imperfections therein contained and this Defendant for further Rejoinder saith

That he does absolutely deny that he is indebted to the said Complainant in the Sum of Star Pagodas Nine Hundred and Ninety seven and Twenty Seven fanams or

in

in any Other Sum or Sums of Money whatsoever - and this Defendant does insist that on the Contrary the said Complainant Stand justly and truely indebted to this Defendant in the full and just Sum of Star Pagodas Four Hundred and fifty two Sixteen fanams and fifty Cash as will fully and at large appear by this Defendants Answer and the Account Current thereunto Annexed as well as by the Cross Bill filed by this Defendant in this Cause to which the Defendant prays leave to refer - and this Defendant for further Rejoinder says and insists -

That the Survey of the said Ship the Success Galley being now Admitted by the Complainant tho not Noticed in his Original Bill of Complaint as well as the Contract made by him to this Defendant to put her in Compleat Repair for the Price or Sum of Sicca Rupees Three Thousand and Eight hundred - The whole Matter in Dispute and which is Submitted to this Honble Court is whether the said Complainant did perform his Contract equally to the terms and Intention thereof or not and whether he was not Charged this Defendant with Many different Articles to a very large amount which were Meant and intended to be included in the Repairs undertaken to be Supplied by such Contract - and this Defendant doth again say and insist that the Complainant did not perform his Contract Agreeably to the Terms and Intention thereof - and that he has charged this Defendant with many different Articles to a Very large Amount which were Meant and intended to be included in the Repairs undertaken to be supplied by such Contract and this Defendant for further Rejoinder says and insists that he will in due time fully prove to the Satisfaction of this Honble Court by the Evidence of Several

different People equally as respectable as any the Complainant can produce - That the Complainant did not perform that part of his Contract which expressly Stipulates that the said Ship the Success Galley Should be New Sheathed from her Copper to her Bends and that such deficiency is fairly and reasonably worth and May be justly and equitably Valued at the sum of Sicca Rupees One Thousand two Hundred and Sixty Six as Stated in the Account Current Annexed to this Defendants Answer and this Defendant also insists - that the said Contract Stated that a New Cat Head as well as Top Mast and Mizen Caps were to be Made and provided for the said Ship by the Complainant with the Complainant did not perform and that thereby there arose another Deficiency to be made good and Accounted for by the Complainant to this Defendant of the Sum of Sicca Rupees Four Hundred for such Cat Heads Sicca Rupees Twenty five for a Top Mast Cap and Thirty five Rupees for a Mizen Cap being the Value of such Articles respectively contracted to be provided and not provided by the Complainant and which said Several Sums of Sicca Rupees Four Hundred Twenty five annas and Thirty five Pice Must be made good and Accounted for by the Complainant to this Defendant and this Defendant for further Rejoinder says and insists that the said Complainant has absolutely Charged this Defendant with the Sum of Sicca Rupees Two Thousand and Seventy two Articles Mentioned in the Contract and to be included therein and Three Hundred and Twenty Sicca Rupees and fifteen Annas for Black smiths work which Should also be included

included in the Contract and which said two Several Sums of Money of Two Thousand and Seventy two Sicca Rupees and Three Hundred and fifty Sicca Rupees and fifteen Annas must also be both Accounted for by the said Complainant to this Defendant and the same being carried to the Debit of the said Account Current there remains justly due and Owing from the Complainant to this Defendant the Sum of One Thousand four Hundred and Ninety Nine Sicca Rupees five Annas and Seven Pice as is Stated in the Defendants Answer and the Account thereunto Annexed and at the Current Exchange and with the Interest added to it Amounted at the date of the said Account to the sums of Star Pagodas Four Hundred and fifty two Sixteen fanams and fifty Cash Current Money of Madras which with the Interest thereon this Defendant insists is justly due and Owing from the Complainant to this Defendant - and this Defendant for further Rejoinder says that he Admits that had he been of the same litigious and vexatious Disposition as the Complainant he might have brought an Action Against the Defendant in the Supreme Court of Judicature at Calcutta and no doubt would have recovered Considerable Damages for the non Performance of the Contract by the Complainant but tho he is ready to Admit his Disinclination to Law yet he can by no Means allow that such his Natural pacific Disposition should be Made a Handle to deprive him of his Natural Rights when he is Reluctantly forced into a Litigation by the litigious Spirit of Another - and this Defend.t for

for further Rejoinder says that it is unfair as well as unjust and highly Reflecting upon the good Name of innocent and honest Men to intimate as the Complainant does that either he this Defendant could have procured his Officers, or that they could be so void of Integrity as to comply with such an improper Requisition as to have drawn up and attested the Protest from the improper Motives Suggested by the Complainant and this Defendant insists that such Suggestions are Absolutely untrue and without the Smallest Foundation whatever, and that they had no Other Motive for so doing but the Manifest Deficiencies in the Repairs of the said Ship - and this Defendant for further Rejoinder says that he can by no Means allow it was quite Optional in him in so solemn a Proceeding as an Application to this Honble Court for Redress to State only a part of his Story instead of the whole this Defendant has ever had that Reverence for this Honble Court as to suppose it to be the duty of every Suitor to State fully and candidly every particular of the Case in which he seeks Relief and the Contract for Repairing the Ship was so Material a part of the transaction between the Complainant and Defendant that he cannot think it ought to have been omitted but at any rate it may be said that if it is Optional the Complainant has made use of that Option and wished to Suppress the Contract as no doubt he knew it would make very much Against him - and this Defendant for further Rejoinder says that the Plea of the Complainant that the Defendant Ordered Other Stores from him and that therefore the Complainant Must have performed his Contract with is a Strange vague and uncertain way of proving he did

did for it is not said that this Defendant had them examined into such Repairs and the fact Really was that he had not — and this Defendant for further Rejoinder says that Notwithstanding any thing by the Complainant alledged to the Contrary and his Pretence that he did not receive the Amount of both the Receipts for the Sums of Three Hundred Sicca Rupees and Four Hundred and five Sicca Rupees for two Anchors but that it Three Hundred Sicca Rupees only Yet this Defendant says and insists that he certainly did receive both the said Sums and as he never received but one Anchor he is warranted in debiting his Account with the Amount of one of them which he has done in the Account Annexed to this Defendants Answer — and this Defendant for further Rejoinder says and insists that he by no Means admits that there was any difference Mistake in the Amount of the Receipt Marked G. being the Sum of Sicca Rupees One Thousand Six Hundred and Ninety five and the Sum of Money paid and whatever may be Alledged by the Complainant of the Interference of Courts of Equity in such cases Yet this Defendant Says that such Receipts so given by the said Complainant upon receiving the said Money and so long acquiesced in and Confirmed by Subsequent Receipts Must be final and Conclusive and Absolutely for the Complainant even if there had been a Mistake of Twenty five Sicca Rupees of the Relief he prays — and this Defendant denies any Intention of Making use of any Receipt whatever but such as he has Actually paid the Amount for and his Answer and Prof Bill has shewn the Complainants

Complainants wishes to insinuate the Contrary — and this Defendant for further Rejoinder says and insists that notwithstanding any thing Alledged by the Complainant to the Contrary that there is palpably and Manifestly a difference of Sicca Rupees Six Hundred and fifty Seven between the Sum given Credit for by the Complainant in his Affidavit and the Sum actually received & that therefore such Affidavit is erroneous — and lastly this Defendant says and insists that as he has clearly evinced that instead of this Defendant being indebted to the Complainant he is indebted to this Defendant in a Considerable sum of Money his taking out a Warrant of Arrest Against this Defendants Person and Commencing a Suit against him at Calcutta and also a Suit in the Court of Admiralty there, to detain his Ship at the time when this Defendant was about to depart in hopes no doubt that the Defendant Might be induced to pay him the sum Claimed rather than be detained — is a Most cruel and wanton Instance of the litigious Disposition of the Complainant and can be only equalled by the Complainants present Attempt to Charge him with the Amount of these two unrighteous Suits and his arresting him here for the Amount the same were instituted for a debt that Did not exist and no Proceedings were ever had upon them.

All which Matters and things this Defendant is Ready and willing to verify Maintain and prove as this Honble Court shall Direct and humbly prays as in and by his said Answer he hath already prayed.

Chas. Inglis
Solr for the Defd.

1789

Filed 6th May 1788

The Cross Replication of Cuthbert Fenwick late Commander of the Ship Success Galley Replicant to the Cross Answer of Giles Avery of Fort William in the Province of Bengal Carpenter by his Attorney Charles Baker of Fort Saint George Esquire Defendant

This Cross Replicant Now and at all times Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the Many Evasions Errors Incertainties Insufficiences and Imperfections in the said cross Answer Contained for Replication thereunto saith and insists that the Cross Defendant is justly and truely indebted to this Cross Replicant in the Sum of Four Hundred and fifty two Star Pagodas Sixteen fanams and Sixty Cash as is stated in the Bill of Complaint and the Account Current thereunto Annexed and the Cross Replicant for further Replication saith that the Cross Defendant having Omitted the Survey made of the Ship the Success Galley as well as the Contract intered into by the Cross Defendant to put her in compleate Repair for the price or Sum of Sicca Rupees Three Hundred and Eight Hundred the only Matter in dispute between this Cross Replicant and this Cross Defendant and which is humbly Submitted to the Investigation and Enquiry of this Honble Court is whether the said Cross Defendant did really and truely perform his part of the Contract Agreeably to the terms and intention thereof

on

1790

on whether he has not evidently failed therein – And Secondly whether he has not Charged this Replicant with Many different Articles to a very large Amount which were Meant and intended to be included in the Repairs provided for by such Contract and this Cross Replicant says and humbly insists that the Cross Defendant did not perform his Contract Agreeably to the terms and intentions thereof and further that he has actually charged the Cross Replicant with Many different Articles to a very large Amount which were Meant and intended to be included in the Repairs undertaken to be supplied by such Contract – And this Cross Replicant for further Replication says and insists that he will in due time fully prove to the Satisfaction of this Honble Court by the Evidence of Several different People equally as respectable as any the Cross Defendant can produce That the Cross Defendant did not perform that part of his Contract which expressly Stipulates that the said Ship the Success Galley Should be New Sheathed from her Copper to her Bends and that such Deficiency is fairly and reasonably worth and May be justly and equitably Valued at the Sum of Sicca Rupees One Thousand two Hundred & Sixty Six as Stated in the Account Current annexed to this Defendants Answer and this Defendant also insists that the said Contract Stated that new Cat Heads as well as Top Mast and Mizen Caps were to be Made and provided for the said Ship by the Complainant which the Complainant did not perform and that thereby there arose another Deficiency to be made good and accounted for by the Cross Defendant to the Cross Replicant of the Sum of Four Hundred Sicca Rupees for such Cat Heads Sicca Rupees Twenty five for a Top

Mast

Mast Cap and Thirty five Rupees for a Mizen Cap being the
Value of such Articles respectively contracted to be provided and
not provided by the Cross Defendant and which said Several
Sums of Sicca Rupees Four Hundred Twenty five annas and
Thirty five Bice Twenty five Rupees, and Thirty five Rupees,
Must be Made good and Accounted for by the Cross Defendant
to the Cross Replication and this Cross Repliant for further Cross
Replication says and insists that the said Cross Defendant has
Absolutely charged this Cross Repliant with the Sum of Sicca Rupees
Two Thousand and Seventy two for Articles Mentioned in the
Contract and to be included therein and Three Hundred and
Twenty Sicca Rupees and fifteen Annas for Black Smiths work
which Should also be included in the Contract and which said
two Several Sums of Money of Two Thousand and Seventy two
Sicca Rupees and Three Hundred and fifty Sicca Rupees and
fifteen Annas Must also be both accounted for by the said
Cross Defendant to this Cross Repliant and the same being
carried to the debit of the said Account Current there remains
justly due and Owing from the Cross Defendant to this Cross
Repliant the Sum of One Thousand Four Hundred and
Ninety Nine Sicca Rupees Ten Annas and Seven Bice as is
Stated in the Cross Defendants Answer and the Account
thereunto Annexed and the Current Exchange and with the
Interest Added to it amounted at the date of the said Account
to the Sum of Star Pagodas Four Hundred and fifty two
Sixteen fanams and fifty Cash Current Money of Madras which
with the Interest thereon this Cross Defendant insists is
Justly due and Owing from the Cross Defendant to the Cross
Repliant

Repliant and this Cross Repliant for further Replication says that he
Admits that had he heard of the same litigious and vexatious Dis-
position as the Cross Defendant he Might have brought an action
Against the Cross Defendant in the Supreme Court of Judicature
at Calcutta and no doubt would have Recovered Considerable Dama-
ges for the Performance of the Contract by the Cross Defendant but
tho' he is Ready to Admit his Disinclination to Law yet he
can by no Means allow that such his Nature pacific Disposition
should be made a Handle to do away his Natural Right when
here Constructively forced into a Litigation by the litigious Spirit
of Another — And this Cross Repliant for further Replication
Says that it is unfair as well as unjust and highly Effecting
upon the good Name of innocent and honest Men to intimate
as the Cross Defendant does that either he this Cross Repliant could
have procured his office or that they could be so void of Integrity
as to Comply with such an improper Requisition as to have drawn
up and Attested the Protest from the improper Motives Suggested
by the Cross Defendant and this Cross Repliant insists that such
Suggestions are Absolutely untrue and without the Smallest
Foundation whatever and that they had no Other Motive for
so doing but the Manifest Deficiences in the Repairs of the said
Ship and this Cross Repliant for further Replication saith that
Notwithstanding any thing by the Cross Defendant alledged
to the contrary and his pretended plea of not having Received
the Amount of both the Receipts for the Several Sums of three
Hundred Rupees, and Four Hundred and five Rupees, for two
anchors but only one of them that his to say that of Three
Rupees, only yet this Cross Repliant Says and insists that he

certainly

certainly did receive both the said Sums of Money and as he never had but one Anchor he is warranted in debiting his Account in the Manner he has done — and this Cross Repliant for further Replication saith that it is equally groundless and evasive for the Cross Defendant to allege that this Cross Repliant has erroneously charged the Sum of Five Thousand Six hundred and fifty Six Sicca Rupees, instead of Five Thousand three Hundred and Eighty four Sicca Rupees, as he will in due time fully prove to the Satisfaction of this Honble Court that the Cross Defendant did lastly and actually receive the full Sum of Five Thousand Six Hundred and fifty six Sicca Rupees, and lastly this Cross Repliant for further Replication Says that the Several Chits annexed to the Cross Defendants Answer, are Obviously dated at Calcutta at a time when this Cross Repliant has not examined into the State of the Repairs of the Vessel and had not discovered those Deficiencies which so glaringly appeared afterwards and to ascertain which aswell for the Safety of the Employers as from Motives of Integrity he was under the Necessity of Making the Protest above referred to, and this Cross Repliant further saith that those very Chits on which the Cross Defendant Seems so Much to rely do not in fact prove any thing but that the Cross Defendant Applied to this Cross Repliant for Money and that this Cross Repliant answered he would send some, and this Cross Repliant does readily admit that the Cross Defendant did frequently apply to him for Money and that he did frequently send him some —

All which Matters and things this

this Cross Repliant is Ready and willing to averr Maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Cross Bill of Complaint he hath already prayed.

Chas Inglis
Atty for the Cross Repl.

Filed the 24th June 1788.

The Cross General Rejoinder

of Giles Avery by his Attorney Charles Baker of Fort Saint George Esquire Cross Defendant and Cuthbert Tunwick late Commander of the Ship Success Galley Cross Complainant

This Defendant now and at all times hereafter saving and reserving to himself all and all Manner of benefit and advantage to the Many Errors uncertainties and insufficiencies in the Cross Complainants Replication Contained Rejoinder thereunto saith that he will ever maintain and prove all and singular the Matters and things Contained in this Cross Defendants answer to be good Certain true 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 Cross Replication is very untrue Erroneous and insufficient for this Cross Defendant to make any further or other answer thereunto Except what he hath before in his Cross answer set forth.

All which matters and things this Defendant

is ready and willing to aver maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Cross Answer he hath already prayed.

Chas. Baker
Cattly for Cross Defendant

Interrogatories to be administred to Witnesses to be produced Sworn and Examined in a certain Cause and Cross Cause depending in the Honble the Mayors Court at Madrasspatnam wherein Giles Avery by his attorney Charles Baker of Fort Saint George Esquire is Original Complainant and Cross Defendant and Cuthbert Fenwick Late Commander of the Ship Success Galley Original Defendant and Cross Complainant

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

1st ..... Interrogatory Do you know the Parties of Complainant and Defendant in the Title of these Interrogatories Named or any and which of them and howlong have you so known them and any and which of them respectively Declare the Truth and your Knowledge herein.

2d ..... Interrogatory Did you or did you not ever Live with the Complainant Giles Avery in the Capacity of Foreman Assistant Book keeper or in any other and what Capacity. If yea Did you

you so live with him in the Month of May One Thousand Seven hundred and Eighty Seven or at what other time and howlong did you live with him Declare the truth of the Several Matters enquired after by this Interrogatory.

3d ..... Interrogatories Do you know or do you not know or have you any and what Reason to believe that there was at any and what time any and what Survey made or taken of the Ship or Vessel the Success Galley and the State and Condition of the said Ship or Vessell and any time or times and when by any Person or Persons and whom by Name and by whose Order and directions and for what Reason and on what Occasion was such Survey made? If yea In what State or Condition was the said Ship or Vessel found reported or declared to be in and was such Survey a compleat or partial one and what Advice or Opinion did such Surveyor or Surveyors or any and which of them give with respect to the said Ship or Vessel Success Galley Did they or did they not advise that She might to be repaired thoroughly or in part and why and for what Reasons and to whom by Name and when was such Advice given? was any and what Calculation or Estimate made by any person or persons and whom by Name and when of the Expence and Charges of repairing of the said Ship or Vessel or not? if yea? what Sum or Sums of Money did such Person or Persons and who by Name Calculate or Estimate such Expences would Amount to or cost as you know or belive and do you know or do you not know of any Agreement made or entered into between the Complainant and the Defendant relating to the repairing of the said Ship Agreeable to such or any part or estimate of Repairs necessary to be done? If yea? Set forth the Nature Purport and Effect of such

such Agreement and where and where such Agreement was made and entered into and have or hath the Complainant and Defendant respectively or either and which of them performed the said Agreement or not or have they in any and what manner refused to Perform the same in any and what respect Declare the truth at Large According to be best of your knowledge remembrance and belief

4th . . . . Interrogatory Do you or do you not know whether any and what Repairs or improvements were ever and when made by the Complainant or at his Expence upon or to the said Ship or Vessel Success Galley not included in the Estimate or survey mentioned in the foregoing Interrogatory or not If yea Set forth what Repairs were so done and the Nature and particulars of such Repairs and Improvements and why the same was done and by whose Order and directions and whether the same were necessary and proper repairs - Do you or Do you not know whether the Defendant Cuthbert Fenwick or any person or Persons by his Order or on his Account during the time the said Ship or Vessel Success Galley was repairing or Altering was or was at any time present or did view or see the said Repairs or Alterations making or carrying on If yea - did the said Cuthbert Fenwick or such Person or Persons at any such time or times to your Knowledge Declare his or their dislike or disapprobation of the said Repairs or alterations or forbid the Workmen or other Person or Persons from going on therewith or with any part of the said repairs or alterations or did the said Cuthbert Fenwick or the said Person or Persons by his behaviour at such time or times seem satisfyed therewith or to Acquiesce therein

Declare

Declare all you know have heard and do believe touching the Matters enquired of you by the said Interrogatory together with your reasons for the same

5. . . . Interrogatory Look upon the Paper or Papers now Produced to you at the time of this your Examination Marked with the Letter A. B. C. & D. Purporting to be Copies of Accounts or Bills for work done Goods Sold and monies Laid out and Expended in the Repairs Alterations and Improvements on the Ship Success Galley in these interrogatories mentioned In whose hand writing are such Copies of Account or Accounts Bill or Bills and whose hand writing are the Original Entries in the Book of Account kept and belonging to the Complainant of whose hand writing is or any such Copy or Copies of such Accounts or Bills now Produced to you Marked with the said Letter A. B. C. & D. are the same true and faithfull Copy or Copies of such Account or Accounts Bill or Bills so kept in the Complainants Books and are the Charges therein just and fair have you compared the same with such Book or Books of Account Did or did not the Complainant ever deliver similar Copy or Copies to the Defendant Cuthbert Fenwick or to any person or Persons on his behalf or in his Account with any Receipt or Receipts Signed thereto by the Complainant or by any Person or Persons on his account and set forth all you know Concerning the said Bill or Bills Account or Accounts Receipt or Receipts and every matter and thing enquired after by this Interrogatory fully and particularly

6. . . . Interrogatory Did the Complainant or did he not at any time or times in the Year One Thousand Seven hundred

Hundred and Eighty Seven furnish any Store or Stores for the said Ship Success Galley and to what Amount was or was not any Bill of the particulars of such Stores and the Prices of the same delivered to the said Defendant Cuthbert Tenwick or any Person or Persons on his Account or on his behalf Did the said Defendant ever make any and what Objection to the said Complainants demands contained in such Bill or Bills or declare himself satisfied therewith Look upon the Paper now Produced to you Marked with the Letters E F & G is the same a true Copy of such Bills delivered and of whose hand writing is the same – are the prices in such Bills just and fair prices Declare the truth and all that Concerns the several Matters and things inquired after by this Interrogatory.

7th. . . . Interrogatory Whether or not is the Defendant indebted to the Complainant for work done and Performed and for Goods sold and Delivered If yea in what Sum or Sums of Money and upon what Account or Accounts is he indebted to the Complainant and how and by what means do you know the same – Declare all you know particularly Concerning the Matters Mentioned in this Interrogatory.

8th. . . . Interrogatory Do you know whether or was you Present at any time and when and where any Sum or Sums of Money was or were paid by or by the Order or on Account of the said Defendant Cuthbert Tenwick to any Person or Persons for or on Account of the said Complainant Giles Avery or not If yea what Sum or Sums of Money was or were so paid and to whom and upon what Occasions Declare all you know Concerning the Matters

Matters inquired after by this Interrogatory –

9th. . . . Interrogatory Do you or do you not know of any Anchor or Anchors being furnished or delivered by the Complainant to the Defendant or by his Order to any Person or Persons on his Account for the said Ship or Vessel Success Galley If yea where and at what time and how many Anchor or Anchors were so delivered and at what price or prices were the same to be sold or Charged to the said Defendant was the same ever paid for and what was paid for the same – what Person or Persons received such Anchor or Anchors Declare all you know concerning the Matters inquired after by this interrogatory –

10th. . . . Interrogatory Did or did not the said Complainant at any and what times Commence or Prosecute any Action or Suit in any Court of Law or Equity or in the Admiralty Court for Recovery of any Debt or Demand If yea when and in what Court or Courts were such Action or Suit Commenced and what Proceedings were had or carried on in such Suits or any of them and what did the Expence or Cost of such Suit or Suits in any and which of them Amount unto and by whom were the same or ought the same to be defrayed and paid Declare all you know Concerning the Matters enquired after by this Interrog.

11th. . . . Interrogatory Do you know of any other matter or thing or have you heard or can you say any thing touching the Matters in question in this Case that may tend to the benefit and advantage of the Complainant in this Cause besides what you have

have been interrogated unto. Declare the same fully and at Large as if you had been particularly interrogated thereto.—

Chas. Baker
Attly for Orig.l Compt.
and Cross Defendant

A

The Success Galley and Owners

To Giles Avery . . . . . Dr.

Exhibited to the Witnesses by us J. F. Atkinson S. Hamilton

To Amt. of Sundry repairs of the Ship as Contract & agreement with Captn. Dixon . . . . . 3800 — " — "

E. E. Calcutta July 29th 1787
Contents Receivd.
(Copy)

Giles Avery

B

The Success Galley and Owners for Sundry Extra repairs

To Giles Avery . . . . . Dr.

Exhibited to the Witnesses by us J. F. Atkinson S. Hamilton

Carpenter Mestrys	155 @ 10 pr. Md.	51	10 8
Carpenters	780 @ 6 pr. Do.	156	— " — "
Bromedar Mestrys	68 @ 10 pr. Do.	22	10 8
Bromedars	650 @ 6 pr. Do.	130	— " — "
Cooleys	855 @ 6 pr. Do.	171	— " — "
Dingeys	85 @ 8 ans per md.	42	8 — "
Nails of Sorts	12 — 10 sir @ 20 /	245	— " — "
Oil	4 — 5 @ 5 4 pr.	21	10 8
Sarrangoose	36 — @ 5 pr.	4	6 — "
Gull gull	37 @ 4 pr.	148	— " — "
Sheet Lead for bottom	2 25 @ 10 pr.	41	14 — "
Sheet Copper	3 4 12 @ 56 pr.	173	9 7
Burning Reads	400 6 dles @ 3 pr. 100	12	— " — "
3 by 12 In: teak plank for Channels & Backstay stools	76 fs. @ 8 ans for	38	— " — "
ditto for bulk head	32 fs. @ Do.	16	— " — "
Shinbin for Gabreys	49 fs. @ 1¼ pr.	61	4 — "

Sessoo Knees	2 @ 7 pr.	14	— " — "
3 by 12 In: teak plank for Bottom	190 fs. @ 8 ans	95	— " — "
Sundry timber for Cleats	6 — @ 20 pr. Corge	3	— " — "
Commer plank for a rail forwd.	26 fs. @ 4 ans	6	8 — "
teak timber for House holes	18 fs. @ 8 ans	9	— " — "
Jacknees for Channel	5 @ 5 /	29	— " — "
Copper Nails	6 md. 7 sr. @ 65 pr. md.	401	6 — "
Jarrel plank	1½ Corge @ 14 pr.	21	— " — "
Sheathing boards	5 Corge @ 16 pr.	80	— " — "
To Amt. of Blacksmiths work as pr. bill accompg.		422	12 5
		2413	5 — "
Commission 20 pr. Cent		282	8 — "
Sheet Copper Supply.d by Owner Vizt. 127 Sheets Wt 17 Md. 35 Sear Razn. Md. Sa. Rs. 1001 — my Commission for Workmanship 20 pr. Cent		200	— " — "
	Sa. Rupees	2895	13 — "

E. E. Calcutta July 20th 1787
Contents Receivd. pr.
(a Copy)

Giles Avery

C

1787 The Success Galley and Owners for Smiths work

To Giles Avery . . . . . Dr.

Exhibited to the Witnesses by us J. F. Atkinson Sol. Hamilton

June 3	To 8 bolts	14 Sr. 4 @ 25	8	14 6
7	" 4 Do.	2 12 @ Do.	1	11 6
8	" 1 Chain plate Repaired	16 — 7 @ 14 /	5	12 1
	" 1 New Link	7 @ 28 pr. md.	4	14 5
	" 1 Chain plate	34 4 @ 28 /	23	15 7
9	" 1 Do. Do.	33 4 @ Do.	23	4 5
	" 1 bolt	8 8 @ 25	5	5 —
	" 5 Do.	7 6 @ Do.	4	10 —
12	" 4 Do.	2 12 @ Do.	1	11 6

D

	" 7 bolt	22" 14 @ 25/	14"	4"	9"
13"	" 1 Do Repaid	4" @ 12" 8/	1"	4"	—
	" 18 New bolts	1" 136 @ 25/	33"	3"	9"
	" 1 Chain bolts	5" 8 @ Do	3"	7"	"
	" 1 plate	10" 5 @ 28/	7"	3"	6"
24"	" 14 bolts	30" 12 @ 25"	19"	3"	6"
	" Mounting a bill & a New Clapper		30"	"	—
	" 1 Link for Chain plate	7" 14 @ 28/	5"	8	3"
30"	" 1 pin for Sheave	1" 11 @ 30/	1"	4"	3"
	" 1 Do Repaired	2" 12 @ 15/	1"	"	6"
	" 2 brass Cogs	2" 3 @ 80/	4"	6"	—
July 4"	" 2 Chain plates Repaird	32" @ 14/	11"	3"	3"
	" 3 Eye bolts	19" @ 28/	13"	4"	9"
	" 4 horse Shoe hinges	24" 8 @ Do	37"	2"	5"
7"	" 2 bolts	5" @ 25/	3"	2"	—
11"	" One new head & Screws	2" 1" 8 @ 30/	61"	13"	—
16"	" 2 Brass Cogs	3" 3 @ 80/	6"	6"	—
18"	" 5 Do Do	7" 10 @ Do	15"	4"	—
	Lead funnel for Quarter Gallery	25 @ 20/	12"	8"	1"
	" 2 Several hooks	12" 15 @ 28/	19"	"	11"
	" 21 Rivets	@ 1an/	1"	15"	—
	" 4 pins	4" 7 @ 28/	3"	1"	9"
	" 2 Brass Cogs	2" 2 @ 80/	4"	4"	—
	" 6 Rivets		"	6	"
	" 1 Yoak Repaird		32"	"	—
	" 6 tackles hooks	12" 2 @ 28/	8"	7"	9"
	" 6 pins for top Gallant Masts	1" 7 @ 28/	1"	"	1"
	" 2 New Keys for a beaureau Lock		2"	"	—
		Sa Rupees	422"	12"	5"

E: E: Calcutta July 20th 1787

Contents Receivd p

Giles Avery

(a Copy)

D

The Success Galley and Owners for the Repairs of 2 Boats

To Giles Avery ..... Dr

Caulkers	75 @ 4:11/	11"	11"	"
Dammer	20 Sear @ 4:8/	2"	4"	"
Oil	20 Sear @ 5/	2"	8"	"
Mussals	100	"	10"	"
Oakum	20 Sear @ 4:8/	"	2"	4"
Nails of Sorts	15 Sear	"	7"	8"
	Sa Rupees	31"	13"	"

E: E: Calcutta July 25th 1787

Received Payment

(a Copy)

Giles Avery

E

The Success Galley and Owners for Sundry Stores Supplyd

July 20th 1787

To Giles Avery ..... Dr

Exhibited to the Witnesses by us J. F. Atkinson Sm Hamilton	Europe tarr	2 barrells @ 14/	28"	"	"
	brad Nails	250	2"	8"	"
	pump Nails	2550 @ 3 p 7000	8"	14"	9"
	for trussel tree & Cross trees Nuo	@	50"	"	"
	Log Lines	1	1"	4"	—
	Europ Hauser for foreslay Cut	1" 3" 19" @ 22/	42"	3"	8"
	Do of 6 Int	11" 2" 14" @ Do	255"	12"	"
	Spun yarn	1" " @ 18/	18"	"	—
	bolt Needles	6 @ 2 1/8 Dozn	1"	4"	"

(1805)

In the Supreme Court of Judicature at Fort William in Bengal

Plea Side

Giles Avery
v.
Cuthbert Fenwick } 3d Term 1787

	Att Mr. Avery when he produced me an acct. Curt. with a Balce. thereon Agt. Deft to a Considerable Amt. and Requesting that I wd Demand amount	2 – 8
	Fee of Demand	3 –
	Att Lett when he Infd. me that Deft. was on board his own ship going to Madras and desiring that I would Issue a Writ of Copias Agt. him immedy	2 – 8
Exhibited to the Witnesses by us J. T. Atkinson Sol: Hamilton	Warrant to proceed	2 – –
	Instrons for Declaration	2 – 8
	Drawd. Same fo. 11	7 – –
	Engrossd. fair Copy to file	5 – 8
	Att to file Same	1 – –
	Pd. filing & Docketing	2 – 8
	Att Instrons for Affict.	2 – 8
8	Drawd. Same fo. 3	3 – –
8	Engrossd. fair Copy to file	1 – 8
1 –	Att to get Same Signed & Appd. a time to Swear	2 – 8
	Att for Cert of Declr. filed and paid	2 – –
	Att at time appd. affidt. sworn	2 – 8
	Paid Oath & attce.	2 – –
	Att for Order	1 – –
	Paid for Same and presenting	2 – –
	Att to file affidt.	1 – –
	Pd. filing Same and Entering Ordered	1 – 6
	Att for Writ	1 – –
	Paid for Same and Return	4 – –
	Atts Sealer and paid Seal	2 – –
	Att Sheriff with writ	1 – –
	Att Officer Requesting Instrons to Execute Write	2 – 8
	Att Cett for those Instrons	2 – 8

(1806)

	Att Officer which Same	2 – 8
	Att Cett next day desiring to know if Writ Executed	2 – 8
	Att to Search Same and Paid	1 – 8
	Att Cett Infd. him that Officer not yet returned	2 – 8
	Att Officer who retd. Infd. me that it was altogether impossible to arrest Doffon board his own Ship	2 – 8
	Att Cett Infd. him thereof and Recd. Instrons to offer the Officer a hand some reward in Case he Succeeded on a Second trial	2 – 8
	Att Officer Infd. him thereof when he consented to make a Second trial	2 – 8
	Att the Sheriff Desiring that an Armd. force might be sent to inforce the Execution of the writ when he refused	1 – –
2 8	Infd. Cett thereof	2 – 8
	Att Officer who refd. Saying that there was no possibetity of Executing the Writ	2 – 8
	Att & Cett Infd. him thereof and advising present action to be Discontinued and afresh one to be Commenced in the admirally side of the Court and to attach the Vessel withd. delay	2 – 8
	Att to Search Executed and Pd.	1 – 8
	Pd. Execut. returning and officers Charges & Boathin	8 – –
	Att to See Writ returned and Pd.	2 – –
	Att Porthy to discontinue	1 – –
	Pd. him Entering Discontinuance	1 – 6
2 – 8	Infd. Cett that present actn. Discontinued	2 – 8
	Att Master and Paid taxing	6 – –
7	Term ffee	3 – –
	Sicca Rupees	111 – 62
		7
	Allowed	104 – 12

Palm Irons	6		1 8 —
White paint	25 Sear @ 2 8/		62 8 —
Wood Oil	15 Sear @ 10 pr md		3 12 —
White Lead	20 Sear @ 20 pr md		10 — —
Lent seed Oil	6½ Gallons @ 4 8/		29 4 —
Cleats	4		1 — —
Europe Rope 3 Coils wt Cut	1 2 2 @ 22/		33 6 4
Black Varnis	¾ Cask @ 32/		24 — —
17 In Sessoo blocks with Europe Sheaves	2 @ 4 ans/		8 8 —
Scupper Nails	2500 @ 3 pr 1000		7 8 —
Coir Rope 6 Coils	8 md 31 @ 10/		87 12 —
Europe White Rope 1 Coil cwt	3 2 22 @ 25		91 1 2
Europe top Gallant Masts	2 in No @ 120/		240 — —
Europe blocks			
Single blocks 7 In 5 in No			
" 8 In 1 "			
" 11 In 1 "			
" 12 In 1 "			
" 13 In 1 "			
" 17 In 1 "	135 In @ 4 ans/		33 12 —
Europe pins			
5 In 6			
6 In 5			
8 In 1			
5½ In 1			
4½ In 1			
2½ In 1	20 @ 4 pr Dozen		6 11 —
Cash paid Workmen for Working Extra hours on Ships bottom			9 4 6
Thimbles	14 Sear @ 30/		10 8 —
2½ In Europe Rope 1 Coil wt Cut	1 @ 22/		22 — —
12 In Deadeys	1 @ 2/		1 8 —
Europe Sheaves 5 In 2 in No			
6 In 7 "			
7½ In 1 "			
6½ In 1 "			
3½ In 1 "			
10 In 2 "	114½ In @ 2 ans/		14 5 —
		Sa Rs	1106 2 5

(a Copy) E E Received Payment

G. Avery

F

The Success Galley and Owners — Dr

July 24th 1787

Upper pump boxes	4 @ 3 Sa Rs pr		12 — —
Lower do	1		2 — —
Dep sea Lead	1 wt 7 Sear @ 20 per md		3 8 —
pump Nails	6000 @ 3⅛ pr 1000		21 — —
pump Leather	13 Sear 12 Chill @ 3 pr Sear		39 10 —
hooks and thimbles	25 Sear @ 30 pr md		18 12 —
Quarter Minute Glass	1		2 — —
Scupper Nails	3500 @ 3/		10 8 —
Nails of Sorts	12 Sear @ 20/		6 — —
White paint	1 Keg		28 — —
Lent seed Oil 4½ Gall	@ 5/		22 8 —
Bennacle Lamp	1		6 — —
Loss	4		2 — —
		Sa Rs	173 14 —

Exhibited to the Witnesses by us J. T. Hamilton

E. E. and Contents receiv.

(a Copy) Pr G. Avery

G

Success Galley and Owners — Dr

To an Anchor Cut 15 @ 25		375 — —
Stocking do @ 2 pr cwt		30 — —
	Sa Rs	405 — —

Exhibited to the Witnesses by us J. T. Atkinson Sol Hamilton

E. E. Calcutta July 20th 1787

Received payment

G. Avery

(a Copy)

I do hereby Certify that I have taxed the within Bill of Costs Between Attorney and Client and have allowed the Sum of Sicca Rupees & One hundred four and Twelve Annas.—

Dated this Third day of August 1787.—

Entd.
Rs.

Jno. Hyde

In the Supreme Court of Judicature at Fort William in Bengal
Admiralty Side

Giles Avery
v.
Cuthbert Fenwick } 3. Term 1787

	Att Clt. receiving Instrons for Libal (avery Long attce)	7 — " — "
3 — 8	Drawd. and Engrosd. General Proxy No 1	4 — " — "
	Att to get Same Signed	3 — 8 — "
	Att to file Same & Pd.	1 — 12 — "
	Drawd. Libel for 14 No 2	8 — 14 — "
	Engrosd. fair Copy to Register	8 — 14 — "
	Att Perusing Same to Clt Previous to filing to see that each Proposition covered part of the Debt	3 — 8 — "
	Att to Register Libel	1 — " — "
	Paid Registering Same	5 — 4 — "
	Att Clts Instrons for Petition & Affidt.	3 — 8 — "
	Drawd. Same fo. 5. No 3	3 — 2 — "
	Engrosd. fair Copy to file & Swear	3 — 2 — "
	Att Clt to get Same Signed & appd. a time to Present Petition & Swear Affidt.	3 — 8 — "
10	Att for Certt. of Libel filed & Paid	2 — 14 — "

	Att at time appd. Affidt. Sworn	3 — 8 — "
2 — 8	Pd. oath and attce.	3 — 8 — "
	Att for Order for Attachmt.	1 — " — "
8	Pd. Drawd. and Registering Same	1 — 4 — "
	Do. act Speed Extra Our	" 8 — "
	Proctors fee thereon	1 — 8
	Att to Register Petrs. Affidt. & Regus Certt.	1 — " — "
10	Pd. Regue Same	2 — 14
	Att for Attachment	1 — " — "
	Paid for Same	3 — " — "
	Att Sealer & paid Seal	2 — " — "
	Att Sheriff with attachmt.	1 — " — "
	Att Office requestd. Instrons to Execute Same	3 — 8 — "
	Att Clt for those Instrons when he promised to Att Officer himself	3 — 8
	Att Officer Infod. him thereof	3 — 8
	Att Clt some time after infoa. me that it was impossible to Execute the Writ	3 — 8
	Att to Search Same and paid	1 — 8
	Pd. Executd. and Return	3 — " — "
	Att to Search Same Retd. & paid	2 — " — "
	Att Clt Some time after confering on the business when we agreed that Bills and Papers Should be sent Round to Madras after him to be recovered there	3 — 8 — "
	Drawd. Affidt. Authenticating the account &c. fo. 5	3 — 2 — "
	Engrosd. fair Copy to Swear	3 — 2 — "
	Att to get Same Signed and Appointing a time to Swear	3 — 8 — "
	Att at time appd. Same Sworn	3 — 8
8	Pd. Oath attce.	3 — 8

Writ Statement of Cll Case to my Correspondent at Madras and requesting his aid to recover the Inclosed Acct.s fol 5	3—8
Engrds. Copy for to sen	3—2
Att Post Office and Paid Double Postage	4—10
Infd. Lett that Same done	3—8
Att Master and Pd. taxing	6—
Term ffee	3—
8—4 Sicca Rupees	146—12
Allowed	138—8

I do hereby Certify that I have taxed the foregoing Bill of Costs between Proctor and Client and have allowed the Sum of Sicca Rupees One hundred thirty Eight and Eight Annas Dated this Third day of August 1787.

Enl.d
Rd.

Jn.r Hyde

Exhibit H

At the Execution of a Commission issuing out of the Mayors Court at Madraspatnam for Examination of Witnesses in a Cause there depending between Giles Avery of Fort William in the Province of Bengal by Charles Baker of Fort Saint George Esquire one of the attornies of that Court Original Complainant and Cross Defendant and Cuthbert Fenwick Commander of the Ship Success Galley Original Defendant and Cross Complainant Et E Contra the Several Papers hereunto Annex't were produced and Shown to John Martin and by him deposed unto at the time of his Examination to

the fourth Interrogatory on the part of the Complainant Giles Avery the first day of August One thousand Seven hundred and Eighty Eight.

J. F. Atkinson

Before us

Sol: Hamilton

Receiv.d on Bord the Success Galley one Coil of Coir 4 Inch 18th July.

Will Lift

Success Gally July 1787 — Receiv.d on Board 10 Indead Eyes 4 five Inch 6 Europe Pins four and five In Six in Number.

J. Comfoot

Success Gally July 16th 1787 Receiv.d on Board one Lead funnel Wt. 25 Sear Eight Chittue for 2 Gallery.

J. Comfoot

Success Gally July 13th 1787 Receiv.d on Board Lentius Oil two Gallons One Quart.

J. Comfoot

Success Gally July 16th 1787 Receiv.d on Board Europe Blocks Vizt. 8 In. 1 Seven Inch 5 in Number.

J. Comfoot

Success Gally July 5th 1787 Receiv.d on Board Europe Rellim 1 Coil Wt. 2 Tons Copper Nails is One Maund five Sears Sheet Copper wt. two Maund twenty five Sear.

J. Comfoot

Success Galley June 23d 1787 Receivd on Board bolt Needles 6 Palm Irons 6 —

H Homfoot

Success Galley July 15th 1787 Receivd on Board Sissoo blocks with Europe Sheaves two of 17 In. —

H Homfoot

Success Galley June 15th 1787 Receivd on Board Sheet Copper Wt 19 Sear 12 Chettas —

H Homfoot

Success Galley June 23d 1787 Receivd on Board one Bowl Europe Tare —

H Homfoot

Success Galley June 19th 1787 Receivd on Board one Keg white Paint —

H Homfoot

Success Galley July 17th 1787 Receivd on Board an Anchor —

H Homfoot

Success Galley July 11th 1787 Receivd on Board Europe Rattene 1 Coil Wt 2 Qrs and Eighteen Pound Wt

H Homfoot

Success Galley July 16th 1787 Receivd on Board pump Nails two thousand five hundred fifty

H Homfoot

Success Galley July 16th 1787 Receivd on Board Europe Sheaves of 6½ In 4 of 6 Inch 4 —

H Homfoot

Success Galley June 29th 1787 Receivd on Board wood Oil Wt fifteen Sear —

H Homfoot

Success Galley July 3d 1787 Receivd on Board with Lead twenty Sear lintseed Oil One Jam —

H Homfoot

Success Galley July 3d 1787 Receivd on Board Supper Nails One Hundred —

H Homfoot

Employed Mr Aving Aniho Boat four Days Ship Success Galley July 3d 1787 —

H Homfoot

Success Galley June 14th 1787 Receivd on Board twelve Sear Copper Nails —

H Homfoot

Success Galley June 15th 1787 Receivd on Board Copper Nails Wt 1 Maund five Sear bazr weight —

H Homfoot

Success Galley June 17th 1787 Receivd on Board Copper Nails Wt one md Thirty Sear —

H Homfoot

Success Galley June 16th 1787 Receivd on Board Copper Nails Wt one md Thirty five Sear —

H Homfoot

Success Galley July 14th 1787 Receivd on Board Black Varnish 3/4 cs a Cask —

H Homfoot

Receivd from Mr Avery Europe Rope 2½ In 1 Coil wt Cwt 1 — afor the Success Galley —

Calcutta 20th July 1787

Will List

Ship Success Galley July 19th 1787 Received on Board one Coil of 3 Inch Europe whit Rope.—

Walker

July 19th Receivd on Board the Success Galley two Coils of Coiar 3½ & two Coils 2½.—

J Comfoot

Ship Success Galley Widnesday July 18 Receivd on board 12 Sur of white paint from Mr Averys.—

J Comfoot

Ship Success Galley July 17 1787 – Received on Board four Quarter Blocks (double) have recd your receipt or account of what you have Sent on boads I will be or shov in the morning and we will Compare notes and Settle the Matter – Satisfactory I belive.—

Your Obt

J Comfoot

Depositions of Witnesses produced Sworn and Examined on Friday the Firest Saturday the Second and Tuesday the fifth days of August in the Twenty Eighth year of Reign of King George the Third and in the Year of Our Lord One thousand Seven Hundred and Eighty Eight at the House of William Dunkin at Fort William in Bengal Esquire by Virtue of a Commission Issuing out of the Mayors Court at Madras

Madras Patnam to Us John Thomas Atkinson and Solomon Hamilton and to another directed for the Examination of Witnesses in a Cause there depending Bettween Giles Avery of Fort William in the Province of Bengal Ship Carpinter by his Attorney Charles Baker of Fort Saint George Esquire one of the attornies of the same Court Orginal Complainant and Cross Defendant and Cuthbert Fenwick Commander of the Ship Success Galley Original Defendant and Cross Complainant Et E Contra We the acting Commissioners Under the said Commission and also the Clerk by us Employed in taking Writing Transcribing and Ingrossing the said Depositions having first duly taken the oaths annext to the said Commission according to the Tenor and Effect thereof and as thereby directed on the part and behalf of Giles Avery the Original Complainant and Cross Defendant.

John Martin of Fort William in Bengal aged Thirty Years and upwards a Witness produced Sworn and Examined on the part and behalf of Giles Avery the Original Complainant and Cross Defendant Deposeth and Saith as follows.

To

To the First Interrogatory this Deponent Saith that he knows the Parties Complainant and Defendant in the Title of these Interrogatories Named and that he hath known Giles Avery the Original Complainant and Cros Defendant upwards of four Years and Cuthbert Fenwick the Original Defendant and Cros Complainant about Fourteen Months?.—

To the Second Interrogatory this Deponent Saith that he hath lived with Giles Avery the Original Complainant and Cros Defendant Since the Month of June One thousand Seven hundred and Eighty five as Book Keeper and Managar of his business and Concerns and lived with him in the Month of May One thousand Seven hundred and Eighty Seven and now lives with hime in that Capacity.—

To the Third Interrogatory this Deponent Saith that he doth recollect a Survey being made in the Month of May One thousand Seven hundred and Eighty Seven of the State and Condition of the Ship or Sipell Called the Succes Galley and verily believes that such Survey was made by James Dickson, William Ayres Esq. Taylor and Giles Avery and that such Survey was made in Onsequence of the said Ship or Sipell being unfit for Sea in the State and Condition She was in at the time such Survey was made— Saith that when such Survey was made the said Surveyors reported the said Ship or Sipell to want the following Repairs, To wit, A new Rudder with mettle Gudgions and Pintles, new sheathing from the bends to the Copper, new bower and Top Mast Caps, Top Mast Cros trees to be repaired, Deck and Top sides to be Caulked for and aft, new Cat heads, Two new Baulks

Baulks, and a Stop hoop for Capstern also the partners to be repaired, a new Cros piece for the bitts one New Cabriefs the Knee of the head to be taken off, a new quarter piece also the Stern & Quarter Gallerys to be repaired, some of the Chain Plates Shifted with other trifling repairs That such repairs as is Stated was Estimated by the Surveyors before Named at the sum of three thousand Eight hundred Sicca Rupees and that in consequence of such Surveyors Opinion the said Giles Avery the Complainant did undertake to make such Repairs for the said Defendant Cuthbert Fenwick at and for the price of Sum of three thousand Eight Hundred Sicca Rupees and the said Cuthbert Fenwick did agree to give the Sum of Three thousand Eight hundred Sicca Rupees for such Repairs and that such agreement was so entered into upon the same day that such Survey was made Saith that in pursuance of such agreement being so made the said Giles Avery did undertake the repairing of the said Sipell agreeable to such Survey and verily believes such Repairs were made and intirely Compleated by the said Giles Avery in a Workmanlike manner and as a reason for this Deponents believing the same was done and Compleated in a Workmanlike manner is that the said Cuthbert Fenwick Seemed to be very well Satisfyed and promised payment of the said Sum of Sicca Rupees three Thousand Eight hundred for the same and never to the Knowledge of this Deponent made any Complaint that the said Giles Avery had not Repaired the same agreeable to such Survey and Agreement.—

To the Fourth Interrogatory this Deponent saith he hath heard and believes that there were other Repairs done and

materials

materials found / not included in the Survey made or in the Contract entered into between the said Giles Avery and the said Cuthbert Fenwick an Account the said Ship or Vessell Success Galley by the Order and Directions of the said Cuthbert Fenwick Saith the Officers on board the said Ship or Vessell acknowledged by their receipts now produced and Shewn to this Deponent at the time of his Examination marked with the Letter **H**. the receipt of the Several Stores and Materials therein Contained all of which Stores and Materials were furnished by the said Giles Avery exclusive of the aforesaid Contract and Survey and totally independant thereof Saith the said Cuthbert Fenwick and the Officers of the said Ship or Vessell Success Galley some or one of them were constantly on board overseeing the Repairs and alterations making and Carrying on — Saith that the said Cuthbert Fenwick nor any of his Officers to the knowledge of this Deponent nor does this Deponent believe they or either of them did ever make any Complainant or Complainants or express any dislike or disapprobation of the said Repairs or alterations or forbid the workmen or other person or persons from going on therewith or with any parts of the said Person or Persons by his or their behaviours at such time or times shew they were displeased with the Conduct of the said Giles Avery or his workmen but on the Contrary seemed very well Satisfied at the mode and manner in which the Repairing and Outfitting of the said Ship or Vessell was Carried on and with the Stores and Materials found.

To the Fifth Interrogatory this Deponent Saith he has looked upon the Papers produced to him marked with the

the Letters **A**. **B**. C. and **D**. purporting to be Copies of accounts or Bills for work done Goods Sold and Monies laid out and Expended in the Repairs alterations and Improvements on the Ship Success Galley mentioned in the Interrogatories to which this Deponent is examined, — Saith he cannot tell in whose hand Writing such Copies of Accounts are, — but that he has Compared the same with the Original Bill Book kept under his this Deponents Order direction and Inspection and finds them to be true and faithfull Copies of the Entries made in such Original Bill Book save and except a charge in Exhibit **B**. of two hundred and Eighty two Sicca Rupees and Eight Annas as a Commission of Twenty per Cent on two Thousand four hundred and thirteen Sicca Rupees and and five Annas and which Charge of Commission in the Entry of the said Originals Books of Accounts is Charged, and as this Deponent believes ought to be charged four hundred and Eighty two Sicca Rupees and Eight annas and this Deponent Supposes and believes that the same being Charged the Sum of two Hundred & Eighty two Sicca Rupees and Eight annas in the said Exhibit **B**. must have arisen from a mistake in making out the Original Bills or of the Copying Clerk — Saith such Entrys in the Bill Book are in the hand Writing of William Thomas a Clerk kept under this Deponent and who entered the same from the Original accounts drawn out by this Deponent and which Original Accounts were delivered to the said Defendant with the Complainants receipts thereto in Expectation of receiving payment thereof from the Defendant Cuthbert Fenwick — Saith the Charges in said Exhibits **A**. **B**. **C**. and **D** are Just true and faithfull Charges and are the same Charges as would be made

made to any other person who should employ the said Giles Avery to do the like business – Saith the said Exhibit A. B. C. and D. are as this Deponent verily believes Just and true Copies of the said Original Account which were so delivered to the said Cuthbert Fenwick – Saith the said Cuthbert Fenwick acknowledged the receipt of the said Accounts and frequently promised payment thereof to the said Giles Avery but that he instead of paying the same kept the said Bills so signed and carried them away to Madras without paying the same

To the Sixth Interrogatory this Deponent saith that the Complainant Giles Avery did in the Year One thousand Seven hundred and Eighty Seven furnish Certain Stores for the said Ship Success Galley – Saith there were Bills of the Particulars of such Stores so furnished and the prices of the same made out and delivered to the said Defendant Cuthbert Fenwick Signed by the said Giles Avery – Saith the said Defendant Cuthbert Fenwick never did make any Objection to the Demands of the said Giles Avery Contained in such Bills but on the Contrary declared himself perfectly Satisfied therewith and promised Payment thereof – Saith he does not know of whose hand Writing the said Exhibits E. F. and G. are but he believes them to be true Copies of the Originals Bills so delivered and Saith that the prices in such Exhibits E. F. and G. and Just fair and reasonable prices, but Saith that the Anchor and Anchor Stock Charged in the Exhibit G. four hundred and five Sicca Rupees altho' well worth that Sum was Sold and delivered to the said Defendant Cuthbert Fenwick for three Hundred Sicca Rupees and that a Bill was made out and Signed by the Complainant at Three Hundred Sicca Rupees which was the price paid

Paid by the said Defendant Cuthbert Fenwick, and says that the said Bill of which Exhibit C. is a true Copy was made out by the Complainant Giles Avery at the particular request of the said Defendant Cuthbert Fenwick after the Bill Charging Three hundred Sicca Rupees for the said Anchor and Stock had been delivered from a Conviction of the said Defendant Cuthbert Fenwick that the same was well worth four Hundred and five Sicca Rupees and to enable him to Charge the same at that price in his the said Cuthbert Fenwick's Accounts and Saith that the said Cuthbert Fenwick promised to deliver back the said Bill and Receipt for Three Hundred Sicca Rupees to the Complainant

To the Seventh Interrogatory this Deponent saith the said Defendant Cuthbert Fenwick is Justly and truly indebted to the said Complainant Giles Avery for Work done and performed and for Goods Sold and Delivered – Saith that there is a Balance Justly due and Owing to the said Complainant for such Work and Goods of Sicca Rupees three Thousand four hundred and Seventy one, five Annas and five pice in as much as the Several Bills now Exhibited to this Deponent and Marked with the Letters A. B. D. E. F. and G. and two Bills of Law Charges & Subjoined to the said Exhibits and which Bills for Law Charges have been paid by the Complainant / the amount of Exhibit C. being included in Exhibit B / and after Correcting the Error in Exhibit B. by adding to the Sum of two hundred Sicca Rupees as a Charge on Commission and also Correcting an Error in Exhibit G. by deducting therefrom an over Charge of One Hundred and five Sicca Rupees Amounts to a Sum of Eight Thousand Nine hundred and fifty Sicca Rupees fourteen

Annas and five pice and that the several payments made and Sums for which the said Defendant Cuthbert Fenwick is intitled to Credit from the Complainant Giles Avery amount to a Sum of five thousand two hundred and Seventy Nine Sicca Rupees and Nine Annas and no more. —

To the Eighth Interrogatory this Deponent Saith he has heard and believe that a payment of Sicca Rupees One thousand Eight Hundred and Seventy One, and Nine Annas was made by the Defendant Cuthbert Fenwick to the Complainant Giles Avery by an acceptance of Mr. Bondfield's on or about the Sixteenth day of June One thousand Seven hundred and Eighty Seven and this Deponent saith that he this Deponent received from the said Defendant Cuthbert Fenwick on behalf of the said Complainant Giles Avery the following Sums, One thousand Sicca Rupees on or about the Eighteenth day of the said Month of June and a Draft on Mr. Turnbull for Sicca Rupees Seven hundred and Ninetyone and a Check on the General Bank for Eight Hundred and Twenty four Sicca Rupees and by another Draft or Accepted Draft of Mr. Turnbulls for three Hundred and Eighty five Sicca Rupees and for an Anchor and Anchor Stock three hundred Sicca Rupees and by the Value of old Copper of the Defendants received by the Complainant the Sum of one hundred and Eight Sicca Rupees which is the whole Amount of the Money paid by the Defendant Cuthbert Fenwick to the Complainant Giles Avery to the Knowledge or belief of this Deponent.

To the Ninth Interrogatory this Deponent Saith that he does know that one Anchor was furnished and Delivered by the

the Complainant to the Defendant Cuthbert Fenwick and that the same was delivered to the said Defendant or to his Officers and people on board the said Ship or Vessell the Success Galley and that the price at which the same was sold and which was paid by the said Defendant to the Complainant for the same was Sicca Rupees three hundred and no more and this Deponent know not of any other Anchor being Sold and Delivered by the said Complainant to the Defendant and Saith that he is Certain that there was not any more than one Anchor Sold and Delivered by the Complainant to the Defendant Notwithstanding that the Defendant obtained two Bills and Receipts from the Complainant in the manner and for the reasons Set forth by this Deponent in his Answer to the Sixth Interrogatory and which two Bills this Deponent believes the said Defendant Still hath in his possession.

To the Tenth Interrogatory this Deponent Saith that the Complainant some time in the latter End of July did Commence and prosecute an Action in the Supreme Court of Judicature at Fort William in Bengal against the said Defendant for Recovery of the Ballance due by him to the Complainant and that he obtained therein a Writ of Capias to Arrest and hold the Defdt. to Bail in the said Action but which Writ of Capias could not be Executed by reason of the Defendants keeping on board the said Ship Success Galley and refusing to permit the Sheriffs Officers or people to board the said Ship whereupon this Deponent saith that another Action was brought by the Complainant Against the Defendant in the Admiralty side of the said Supreme Court and an Attachment granted to Seize the said Ship Success

Galley

Galley to Answer the Complainants demands but saith that the Defendant proceeded to Sea with the said Ship before the Sheriff was Able to Execute and inforce Obidience to such attachment and this Deponent believes that the two Bills of Costs Subjoined to the aforementioned Exhibits Contain a true account of the proceedings which were had in such actions and Suits and Saith that the Several Accounts of the said Bills of Costs Sicca Rupees One Hundred and four and twelve annas and Sicca Rupees One hundred and thirty Eight and Eight annas were paid by the said Complainant for such proceedings and which Costs this Deponent thinks and belives the Defendant is bound to defray and repay to the Complainant.

To the Last Interrogatory this Deponent Saith that he doth not know or at present recollect any other Matter Cause or thing that may tend to the benifit or advantage of the Original Complainant and Cross Defendant.

Sworn and Examined by us J. T. Atkinson Sol. Hamilton

Jno. Martin

John Cooper of Fort William in Bengal Ship Carpinter Aged Twenty Seven Years or thereabouts a Witness produced Sworn and Examined on the part and behalf of the Original Complainant and Cross Defendant Giles Avery Deposeth and Saith as follows.

To the First Interrogatory this Deponent Saith that he knows Giles avery the Complainant & Cross Defendant and hath known him upwards of five Years and that he knows Cuthbert Fenwick the Defendant and Cross Complainant and hath known him for fourteen or fifteen Calander Months last part.

To the Second Interrogatory this Deponent Saith that he did not even live with the Complainant Giles Avery in the Capacity of Assistant Book keeper but Saith that he hath lived with the said Giles Avery as foreman and Assistant in his Trade and business of a Ship Carpenter for upwards of five Years last past, and that this Deponent so lived with him in the Month of May One Thousand Seven hundred and Eighty Seven and yet lives him in the same Capacity.

To the Third Interrogatory this Deponent Saith That he doth know that a Survay was made and taken of the Ship or Vessell Called the Success Galley and of the State and Condition of the said Ship or Vessell on or about the twelfth day of May One Thousand Seven hundred and Eighty Seven by a Mr. Dickson, Mr. Ayres Mr. Taylor and the said Giles Avery by the Order and directions of the said Cuther Fenwick in Order as this Deponent Verily belives to ascertain whether it was safe for the said Cuthbert Fenwick to proceed to Sea with the said Vessell in the State and Condition she then was And this Deponent Saith that upon such Survey which this Deponent doth not belive was a Compleat but rather a partial Survey so as to from a Judgment whether the said Ship wanted any and what repairs or Stores to enable her to proceed on a Voyage to Madras in Safety and upon which Survey Deponent Saith that the said Surveyors advised and gave it as their opinion to the said Cuthber Fenwick that the said Ship then Required a New Rudder with Mettle Gudge ons and Pintles, new Sheathing from the bends to the Copper, new bower and Top Mast Caps, Top Mast Cross Trees to be repaired, Dick and Top Sides to be Caulked fore and aft, new Cat heads Two new Pauls and a Stop hoop for Capstern also the partners to be Repaired, a New Cross piece for the Betts, one New Cabress, The Knee of the head to be taken off, a

new

New quarter piece also the Stern and quarter Galleries to be Repaired Main Plates to be Shifted and some other trifling repairs the Expences of which repairs they the said Surveyors Estimated at three thousand Eight hundred Secca Rupees and which Sum this Deponent saith the said Cuthbert Fenwick on the said Twelfth day of May one thousand Seven hundred and Eighty Seven at Calcutta agreed and promised to pay to the said Giles Avery for making such Repairs if he would undertake to do the same and that the said Giles Avery did thereupon accordingly agree and undertake to make such repairs for that Sum of Money and this Deponent saith that the said Giles Avery did well and faithfully and in a Workmanlike manner perform his said Agreement but this Deponent Saith that the said Cuthbert Fenwick did not perform his part of the said agreement he having Sailed in the said Ship or Vessell from and out of Calcutta without Satisfying and paying the said Giles Avery for the same.

To the Fourth Interrogatory this Deponent Saith that Several repairs and improvements were made by the Complainant & Giles Avery to the Success Galley not included in the Estimate or Survey mentioned in the foregoing Interrogatory and Saith that the Extra repairs were ordered to be made by the said Cuthbert Fenwick who promised to pay for the same and that such Extra repairs Consisted in Shifting off the damaged Copper from her bottom laying on Gulgull and putting on new Copper and repairing and Pidding Stem and repairing the doubling of the bottom and timber for the Cleats, repairing the Cabbins and Lockers in the Cabbens repairing the bulk head forward, repairing the Chainwells a new rail forward, repairing the front of the quarter Deck repairing one of the quarter Galleries

for the better Accomodation of a female passenger Dubbing off Oakum under the Deck and Saith the said Extra repairs were necessary and proper and that Mr. Fenwick came often on board during the time this Extra work was doing and approved thereof and Never declared any disapprobation of the said Extra Repairs or forbide the workmen from going on therewith all which this Deponent Will know with as it was this Deponent that Superintended the doing of the Repairs directed by the Surveyors as aforesaid as well as the Extra Repairs.

To the Fifth Interrogatory this Deponent Saith that he hath Lookt upon the Papers markt with the Letters A.B.C. and D. purporting to be Copies of Accounts or bills for work done Goods Sold and Monies laid out and Expended in the Repairs and improvements on the Ship Success Galley in these Interrogatories mentioned but that he doth not know of whose hand Writing such Copies are but Saith that the Original Entries in the Books of Account kept and belonging to the Complainant are of the proper hand Writing of William Thomas who is imployed as a Clerk or writer under John Martin who is book keeper and assistant to the Complainant and Says that he hath Compared the said Copies now produced to him markt A.B.C. and D. with the Complainants said Books and finds they are true and faithfull Copies of the Entries made in such Books save in the Charge of two hundred and Eighty two Secca Rupees and Eight Annas as Commission in Exhibit B. which is Charged in the Complainants said Books Secca Rupees four hundred and Eighty two and Eight annas and which Secca Rupees four hundred and Eighty two and Eight Annas this Deponent says is the proper Charge and that he supposes the Charging Secca Rupees two hundred and Eighty two and Eight annas

in

in the said Exhibit must be a mistake of the person who made out the Bills from the said books or who Copied the same and Deponent Saith that he hath Examined the Several Charges in the said Exhibits A. B. C. and D and that he verily believes the same are Just and fair Charges This Deponent hath heard and verily believes that the Original accounts of which the said Exhibits A. B. C. and D. are Copies were delivered by Giles Avery the Complainant to the Defendant Cuthbert Senwick with receipts of the Complainant Giles Avery thereto and that the said Cuthbert Senwick detained kept and took away the said Bills so Signed by the said Giles Avery without Satisfying and paying the said Giles Avery the Amount thereof

To the Sixth Interrogatory this Deponent Saith that the Complainant did in the Year One Thousand Seven hundred and Eighty Seven furnish the Several Stores mentioned in the Exhibits now produced at the time of this Deponents Examination marked with the Letters E. F. and G for the said Ship Success Galley and that Bills were delivered by the Complainant to the said Defendant for such Stores to the same Amount as the said Exhibits E. F. and G which Exhibits this Deponent believes are true Copies of the said Original Bills as delivered but this Deponent knows not of whose hand Writing the said Exhibits E. F. and G are and this Deponent Saith that the prices in the said Several Exhibits E. F. and G are Just and reasonable prices but this Deponent hath heard and believes that the anchor and Anchor Stock Charged in Exhibit G. Sicca Rupees four hundred and five which will worth that Sum was delivered to the said Defendant for three hundred Sicca Rupees by Agreement and that a Bill was

was made out and signed by the Complainant for the same at three hundred Sicca Rupees and delivered to the Defendant and this Deponent believes that the said Bill of which Exhibit G. is a true Copy was made out by the Complainant at the particular request of the said Defendant after the Bill Charging three hundred Sicca Rupees for the same Anchor and Stock had been delivered?

To the Seventh Interrogatory this Deponent Saith that the Defendant is indebted to the Complainant for work done and performed and for Goods sold and Delivered and that there is now Justly due and owing from the Defendant to the Complainant for such work and goods a Ballance of three thousand four hundred and Seventy One Sicca Rupees five Annas and five pice and which Ballance this Deponent Saith Arises and is due in the following Manner to wit

By the Amount of the aforesaid Exhibit A		3800.	" "
By the Amount of Exhibit B. (in which Exhibit C. is included)	2895. 13.		
And a Mistake in the Charge of Commission in the Exhibit	200. "	3095.	13. "
By Amount of Exhibit D		31.	13. "
By Amount of Exhibit E		106.	2. 5.
By Amount of Exhibit F		173.	14. "
By Amount of Exhibit G	405. " "		
Deduct Over Charge	105. " "	300.	" "
By Amount of two Bills of Law charges paid by the Complainant Subjoined to Exhibit G		243.	4. "
Amounting in all to Sicca Rs.		8750.	14. 5.

Out of which this Deponent Saith that the said Defendant hath paid and is intitled to credit from the Complainant for the following Sums to wit

To a payment in aw Acceptance of Mr. Binfields to Compl[t] in or about the 16th day of June 1787	1871. 9.
To another payment on or about the 18th of the same Month	1000. -
To amount of a draft on Mr. Turnbull	791. -
To amount Cash for an Anchor	300. -
To amount of a Chuk on the General Bank	724. -
By Value of Old Copper	106. -
To an Acceptance of Mr. Turnbulls	385. -
Making a Sum of S[a] Rs.	5271. 5. 5.
and Leaving the said Ballance S[a] Rs.	3471. 5. 5.

and as a reason for this Deponents knowledge herein this Deponent saith that he knows of all the work Done and goods Sold and Delivered by the Complainant to the Defendant and that he hath often seen the Original books of the said Complainant wherein are entered the accounts between the Complainant and Defendant respecting the same work and Goods in which Credit is given to the said Defendant as before Set forth?

To the Eighth Interrogatory this Deponent Saith that he was present when the aforementioned Accaptance of Mr. Turnbulls for Secca Rupees three hundred and Eighty five was given to the aforesaid John Martin Book keeper to the said Giles Avery on account of the Defendant but this Deponent was not present at the making of any other payment by the Defendant Cuthbert Ienwick or by any person on his behalf of the Complainant Giles Avery or to any person on the Complainants behalf

To the Ninth Interrogatory this Deponent saith that he knows of one Anchor being furnished and delivered by the Complaint[t] to

to the Defendant by order of the said Defendant for the Ship Success Galley at the price of three hundred Secca Rupees and that the same was delivered on board the said Ship to Mr. Cornfoot an Officer of the said Ship some time in the Month of June or July One thousand Seven hundred and Eighty Seven but this Deponent knows not of the delivery of any other anchor or Anchors by the Complainants to the Defendant.

To the Tenth Interrogatory this Deponent saith that he heard and verily believes that the Complainant did Commence and prosecute two Suits in the Admiralty and Pla side of the Supreme Court of Judicature at Fort William Bengal and that such proceedings were had therein as is Set forth in the Bills Subjoined to the aforementioned Exhibits A. B. C. D. E. F. and G. and that the Cost of the proceedings in the Admiralty Side of the said Court Amounted to Secca Rupees one hundred and thirty Eight Annas and the proceedings on the Plea Side Amounted to Secca Rupees One hundred and four and twelve Annas and this Deponent Saith that the same were paid by the Complainant but believes the Defendant ought to repay the Amount thereof to the Complainant Giles Avery.

To the Last Interrogatory this Deponent saith that he doth not know or at present recollect any other matter cause or thing that may tend to the benefit or advantage of the Original Complainant and Cross Defendant

Sworn and Examined by us.
J. F. Atkinson
Sol: Hamilton

John Cooper

Adam Turnbull of Fort William in Bengal Merchant aged Thirty Years and upwards a Witness produced Sworn and Examined on the part and behalf of Giles Avery the Original Complainant and Cross Defendant deposeth and saith as follows

To the First Interrogatory this Deponent Saith that he knows the Complainant Giles Avery and has so known him for four Years last past and he also knows the Defendant Cuthbert Fenwick and has so known him for twelve Years last past

To the Second Interrogatory this Deponent knows the nothing nor Can he Depose

To the Third Interrogatory this Deponent Saith he Never heard from the Defendant Cuthbert Fenwick that he the said Cuthbert Fenwick had entered into a Contract with the Complainant Giles Avery for repairing the Ship or Vessell Success Galley, and recollects the said Defendant Cuthbert Fenwick told him this Deponent he thought the Contract he had entered into with the said Complainant Giles Avery relative to such repairing of the said Ship or Vessell was a very Advantageous Contract for him the said Cuthbert Fenwick and that he the said Complainant Giles Avery had undertaken the repairing of the said Ship or Vessell upon very reasonable Terms - and to this Interrogatory further this Deponent deposes not

To the Fourth Interrogatory this Deponent deposes not

To the Fifth Interrogatory this Deponent Saith that he has looked upon the Exhibits **A. B. C.** and **D.** produced to him at this the time of his Examination that he does not know of whose hand Writing the same are nor can he further depose to

this Interrogatory

To the Sixth Interrogatory this Deponent Saith he has looked upon the Exhibits **E. F.** and **G.** now produced to him at the time of this his Examination but to this Interrogatory this Deponent cannot further depose

To the Seventh Interrogatory - this Deponent Saith he cannot depose

To the Eighth Interrogatory, this Deponent Saith that on the thirteenth day of August One thousand Seven hundred and Eighty Seven he paid a Draft drawn by the said Defendant Cuthbert Fenwick on this Deponent in favor of the Complainant Giles Avery for the Sum of three Hundred and Eighty five Sicca Rupees and on the twelfth of September in the same year this Deponent paid one other Draft drawn by the said Defendant Cuthbert Fenwick on this Deponent and his Partner Patrick Mackintire for the sum of Sicca Rupees Seven hundred and Ninety One making in the whole the Sum of One thousand one hundred and Seventy six Sicca Rupees and saith he knows not of any other payments having been made or can he further depose to this Interrogatory

To the Ninth Interrogatory this Deponent saith he cannot depose

To the Tenth Interrogatory this Deponent saith he hath heard and believes there were proceedings had in the Supreme Court of Judicature of Fort William in Bengal by the Complainant Giles Avery against the Defendant Cuthbert Fenwick Shortly before or about the time of the Sealing of the said Defendant Cuthbert Fenwick from Calcutta but further Deposeth Not

Sworn and Examined by us J. F. Atkinson Sol: Hamilton

Adam Turnbull

Witnesses Names
John Comfoot
Thomas Walker

Interrogatories to be administered to Witnesses to be produced Sworne and examined in a certain Cause depending in the Hontble the Mayors Court at Madraspatnam Between Giles Avery by his attorney Charles Baker Complainant and Charles Fenwick Defendant
On the part and behalf of the Defendant

To all the Witnesses } Do you know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either or which of them how long have you known them, or either or which of them Respectively? Declare the Truth and your knowledge herein.

To John Comfoot and Thomas Walker First Interrogatory } Were you or were you not Officer on board the Success Galley when She lay in the River of Bengal in the Month of May last, or at any other and what time? If yea were there any Repairs made and had upon the said Ship and by whom were the same Made? Declare.

To the same Second Interrogatory } Were you present and on board the said Ship at the time the said Repairs were making and did You see them Making? If Yea set forth in the most particular full and ample Manner of what Nature the said Repairs were, and particularly set forth was the said Ship or was She not new Sheathed from the Copper up to the Bends.

To the same 3d How long have you been Seafaring Men and are you well

Acquainted with the Management and Care of Ships and Vessell? If Yea Set forth and declare According to the best of your knowledge skill and Judgment? Were the Repairs so made and done upon the said Ship the Success Galley, or were they not made and done in a Strong, serviceable and workmanlike Manner, or in any other and what Manner? Declare.

To the same 4th Did you or did you not at any and what time complain of the Insufficiency of all the said Repairs or any and what part of them, to whom did you so complain, and any and what Answer or excuse was made, and by whom? Set forth all you know fully circumstantially.

To the same 5. Did You or did you not protest against the Complainant in the Title of these Interrogatories Named? If Yea set forth what were the Reasons induced you thereto.

To the same 6th Do you or do you not know of any Contract at any time and when made and entered into by the Parties Interrogatories Named? If Yea, set forth all you know, or have been credibly informed & believe concerning the same together with the Reasons for such your belief.

To all the Witnesses } Do you know of any other Matter or thing touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Defendant in this Cause besides what you have been Interrogated unto? Declared the same fully and at large as if you had been particularly interrogated therein.

Edward Ellis
Sullain Spencer
att. Defendt

Mayors Court at Madraspatnam

Between Giles Avery by his Attorney Charles Baker Complainant and Cuthbert Fenwick 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 Cornfoot an Inhabitant of Madras Aged twenty four Years or there abouts being produced as a Witness in this Cause On the Part of the Defendant was on the Eleventh Day of October One thousand Seven hundred and eighty Seven Signified at the Office of Mr. Charles Baker who is Attorney for the Complainant by one of my Servants who also left there a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and Examined Deposeth as followeth

1st ... To the first Interrogatory this Deponent saith he does know Giles Avery by his Attorney Charles Baker Complainant in the title of these Interrogatories named and has so known him the said Giles Avery these two Years or thereabouts - This Deponent further saith he does know Cuthbert Fenwick the Defendant in the title of these Interrogatories Named and has so known him the said Cuthbert Fenwick about four or five Months or thereabouts - this Deponent saith he was not on Affirs on board the Succefs Galley when she lay in the River of Bengal in the Month of May last, but this Deponent saith he was sick on the Sixteenth day of June last this Deponent saith there were some Repairs made on the said Ship Succefs Galley and that

that they the said Repairs were made by one Giles Avery the Complainant in the title of these Interrogatories named, this Deponent saith the said Giles Avery was the Companys Carpinter - and further this Deponent saith not to this first Interrogatory.

2d ... To the Second Interrogatory this Deponent saith he was on board the said Ship Succefs Galley during most part of the time that the said Repairs were making this Deponent saith that to the best of his Opinion he thought some part of the said Repairs very deficient in the workmanship this Deponent saith the said Ship Succefs Galley was not Sheathed from the Copper in the Manner he this Deponent understands the term sheathing, but that the said Ship Succefs Galley, was doubled from the Copper about one third towards the Bends - as well as this Deponent can recollect - and further this Deponent saith not to this Second Interrogatory.

3d ... To the third Interrogatory this Deponent saith he has been a Seafaring man about Seven Years and that he conceives himself to be well Acquainted with the Management and Care of Ships and Vefsells - this Deponent saith that to the best of his Knowledge Skill and Judgment the Repairs in general so made and done upon the said Ship Succefs Galley, were not made and done in a strong Serviceable and workmanlike manner this Deponent saith the Cat heads fore and main Cats, this Deponent thinks if they were at this present time to be examined and surveyed by a man of the said profession as the said Giles Avery they would be condemned further this Deponent saith not to this third Interrog.

4th ..... To the fourth Interrogatory this Deponent saith that he did in the Year of Our Lord One thousand Seven hundred and eighty Six complain of the Insufficiency of a part of the said Repairs this Deponent saith the Complained of the doublings not being complete according to the Contract this Deponent saith he Complained to Giles Avery and his Assistant of the main Caps and of the two top Gallant masts not fitting, this Deponent saith he received no Satisfactory answer and further this Deponent saith not to this fourth Interrogatory.

5th ..... To the fifth Interrogatory this Deponent Saith he did protest against the said Complainant in the title of these Interrogatories Named this Deponent saith his reasons for so protesting well on account of the workmanship of the said Repairs made on the Success Galley but the said Giles Avery being so bad and incomplete according to the Contract and further he this Deponent saith not to this fifth Interrogatory.

6th ..... To the Sixth Interry this Deponent saith he does recollect and knows of a Contract being in the Month of May last entered into by the Parties Compl. and Defendant in the title of these Interrogatories Named this Deponent saith the purport of the said Contract to the best of this Deponents Recollection was that the said Ship Success Galley was to be hauled on Shore to have a new rudder made composition metal Gudjeons and pintels new Cat heads new Top Masts and lower Caps the head knees to be taken off top sids and dick corked fore and aft and interlined specifying any other little repairs that might be wanted the

Workmanship

Workmanship of them not to be charged. and further this Deponent saith not to this Sixth Interrogatory.

To the last Interrogatory this Deponent saith he does think that the workmanship in the repairs of the said Ship Success Galley done at Calcutta by the said Giles Avery are in general badly done this Deponent saith it is customary that whoever repairs a Ship should give the Owners or Commander of the said Ship credit for all old Stores that go on Shore the old rudder of the said Ship Success Galley with all its Iron work, the old Tanks Chain Plates, and Old Copper ore not deducted in the Bill made out against Captain Fenwick in the Charge of repairs done to the said Ship Success Galley by the said Giles Avery this Deponent further saith there was no new mizen Cap made to the said Ship this Deponent saith that he does not know of any other matter or thing touching the Matters in Question in this Cause that may tend to the benit or Advantage of the Defendant in the title of this Interrogatories Named and further this Deponent saith not to this or the last Interrogatory.

T. Chase Ex.

John Cornfoot

Mayor's Court at Madraspatnam } Between Giles Avery by his Attorney Charles Baker Complainant, and Cuthbert Fenwick

Tenwick Defendant

On the Part of the Defendt.

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

Thomas Walker an Inhabitant of Calcutta Aged 28 Years or thereabouts being produced as a Witness in this Cause One the part of the Defendant was on the tenth Day of Octr. One thousand Seven hundred and eighty Seven Sworn & Examined at the Office of Mr. Charles Baker who is Atty for the Complainant by one of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st. . . . To the first Interrogatory this Deponent saith he does know Giles Avery by his Attorney Charles Baker Complainant in the title of these Interrogatories Named and has so known him the said Giles Avery four Years or thereabouts this Deponent further saith he does know Cuthbert Tenwick the Defendant in the title of these Interrogatories Named this Deponent saith he was not an Officer on board the Success Galley where she lay in the River of Bengal in the Month of May last but this Deponent saith he was such on the Sixteenth day of June last this Deponent saith there were some Repairs made on the said Ship Success Galley and that they the said Repairs were made by one Giles Avery the Complainant in the title of these Interrogatories Named this Deponent saith the said Giles Avery was the Companys Carpenter and further this Deponent saith not to this first Interrogatory.

2.

2. . . . . To the Second Interrogatory this Deponent saith he was on board the said Ship Success Galley during most part of the time that the said Repairs were making this Deponent saith that to the best of his Opinion he thought some part of the said Repairs very deficient in their Workmanship this Deponent saith the said Ship Success Galley was not Sheathed from the Copper in the manner he this Deponent understands the term sheathing but that the said Ship Success Galley was doubled from the Copper about one third towards the Bends as well as this Deponent can recollect and further this Deponent saith not to this Second Interrogatory.

3. . . . To the Third Interrogatory this Deponent saith he has been a Seafaring man about fifteen Years and that he conceives himself to be well acquainted with the Management and Care of Ships and Vessels this Deponent saith that to the best of his Knowledge Skill and Judgement the Repairs so made and done upon the said Ship Success Galley were not made and done in a Strong Serviceable and workman like manner this Deponent saith the Cathead fore and main Cats this Deponent thinks if they were at this present time to be examined and surveyed by a man of the same profession as the said Giles Avery they would be condemned this Deponent saith that the said Giles Avery did tell this Deponent when he this Deponent was at Calcutta that he would on the Success Galley returning to Calcutta give Capt. Tenwick the Defendant in the title of

these

these Interrogatories Named Nine Cat heads for nothing - and further this Deponent saith not to this third Interrogatory.

4th To the fourth Interrogatory this Deponent Saith that he did in the latter end of the Month of last June, that is in the Year of our Lord One thousand Seven hundred and Eighty Six complain of the Insufficient of a part of the said Repairs, this Deponent saith he Complained of the Cat Heads Caps and afore top mast Cogs tree. this Deponent saith he Complained to Giles Avery and his Apestant this Deponent saith for same time he Received no sort or kind of Answer to such Complainant at others. that of Capt.n Tenwick to wit the said Cuthbert Tenwick the Defendant in the title of these Interrogatories Named made any Complaint that they the said Giles Avery and his Apeistant would alter it and further this Deponent Saith not to this fourth Interrogatory.

5th To the fifth Interrogatory this Deponent saith he did protest against the said Complainant in the title of these Interrogatories Named this Deponent saith his Reasons for so protesting were on Account of the workmanship of the said Repairs made on the Success Galley by the said Giles Avery being so bad. and further he this Deponent saith not to this fifth Interrog.y

6th To the Sixth Interrogatory this Deponent saith he does Recollect and know of a Contract being in the Month of May last intered into by the Parties Compt.t and Defendant in the title of these Interrogatories Named - this Deponent Saith the purport

purport of the said Contract to the best of this Deponents Recollection was that the said Ship Success Galley was to be habled on Shore to have a New Rudder made composition metal & Gudgeons and pintels - New Cat heads new Top Masts and lower Caps the head knees to be taken off top sides and dick corked for and aft and inter lined specifying any other little Repairs that might be wanted the workmanship of them not to be charged - and further this Deponent saith not to this Sixth Interrogatory.

To the last Interrogatory this Deponent Saith he does think that the workmanship in the Repairs of the said Ship Success Galley done at Calcutta by the said Giles Avery are in general badly done - this Deponent saith it is customary that whoever Repairs a Ship should Give the Owners or Commander of the Said Ship credit for all old Stores that go on Shore the old Rudder of the said Ship Success Galley with all its Iron work, the old Tanks, Chain Plates and old Copper are not deducted in the Bill made out against Captain Tenwick in the Charge of the Repairs done to the said Ship Success Galley by the said Giles Avery - this Deponent saith that he does not know of any other matter or things touching the Matters in question in this Cause that may tend to the benefit or advantage of the Defendant in the title of these Interrogatories Named - & this Deponent saith not to this or the last Interrogatory.

T. Chase Esq.r

L. Walker

(1845)

Mayor's Court at Madraspatnam } { Tuesday the 9th day of December Anno Domini 1788

Present

Edward Garrow Esquire Mayor

James Call – Vincentio Corbett

Andrew Ross – and Aldermen

Between Giles Avery of Fort William in the Province of Bengal Ship Carpenter by his Attorney Charles Baker of Fort Saint George Esquire one of the Attornies of this Honble Court Complainant and Cuthbert Fenwick Commander of the ship Success Galley Defendant

These Cause Coming on to be Heard and Debated this day in the presence of the Attorneys on both sides on reading the Original Complainants Bill with Copies of Several Exhibits Annexed, Affidavit of the Original Complainant, The Original Defendants Answer with Copy of an Account Current and Eight Exhibits Marked A.B.C.D.E.F.G and H Annexed, The Cross Complainants Bill with Copy of an Account Current Annexed, The Replication, The Cross Defendants Answer with Copies of

(1846)

Four Several Exhibits Annexed Marked A B C & D. The Rejoinder The Cross Replication The Cross General Rejoinder, The Interrogatories and Depositions on the part of the Original Complainant and Cross Defendant with Exhibits A B C D E F & G Twenty Nine Receipts together with a Commission Annexed, The Interrogatories and Depositions on the part of the Original Defendant and Cross Complainant. On Hearing the Pleadings and Arguments made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Original Defendant do pay unto the Original Complainant the full and Just Sum of Nine Hundred and Ninety Seven Pagodas and Twenty Nine fanams (Pagodas 997 29. ") together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made and Treble Costs of Suit and it is further Ordered and Decree that the Cross Bill do stand Dismissed with Treble Costs of Suit.

Cur

(1847)

Filed the 12th February 1788 in Court

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Henry Meriadec of Madras Esquire, that Nathaniel Edward Kindersly Administrator of all and Singular the Goods Chattels and Effects belonging to Dawsonne Drake late of Fort Saint George Esquire Deceased, Unadministered by Nathaniel Barlow Deceased, Stands Indebted unto Your Orator as Administrator as aforesaid, the full & just Sum of Four Thousand Seven hundred and fifty Seven Pagodas Thirty Seven fanams and thirty One Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand Nine Hundred and three Pounds Six Shillings and Six pence or thereabouts, as will more fully and at large appear by Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court 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, Your Orator Sheweth that Nathaniel Barlow late of Fort St. George Esquire Deceased as Administrator of the Estate and

(1848)

Effects of Dawsonne Drake, alias of Madras Esquire Deceased did stand indebted unto Your Orator on the first Day of December One Thousand Seven hundred and Seventy five, in the Sum of Seven Thousand Six Hundred and thirty Six Star Pagodas Twenty Six fanams and Seventy five Cash, in Consideration whereof the said Nathaniel Barlow did on the said first day of December, in the said Year give and grant unto Your Orator, a certain Bond or Obligation for the penal Sum of Fifteen Thousand two Hundred and Seventy three Pagodas, eleven fanams and Seventy Cash, to Run at Interest at the Rate of twelve per Cent per Annum, and payable on or before the first day of December, next after the said date, which was the first day of December One Thousand Seven hundred and Sixty Six. And Your Orator Sheweth that the said Nathaniel Barlow did for securing the Payment of the said Sum of Seven Thousand Six hundred and thirty Six Pagodas, twenty Six fanams and Seventy five Cash, with Interest as aforesaid at the Expiration of twelve Calander Months, from the date thereof, on the said first day of December in the Year aforesaid execute a certain Assignment of three new Consolidated Bonds of His Highness the Nabob of the Carnatick bearing date the twenty Sixth day of November One Thousand Seven hundred and Seventy Seven to the Amount of the penal Sum of Thirty Thousand Star Pagodas marked N 11. N 12. & N 13. as the same may appear upon Reference of the said Deed of Assignment

had and Your Orator Shweth, that the said Nathaniel Barlow
did also at the same time, and by the same Deed or instrument
of Assignment, assign Over unto Your Orator a Certain Bond or
Obligation from George Moubray of Fort Saint George Esqr. to James Thom-
-son, who by assignment made the same Over to Messrs. Williams and Jackson
the Attorneys for the said Nathaniel Barlow for the Sum of One Thousand +
Pagodas and Interest and the said Nathaniel Barlow did also as a fur-
-ther Security for the Payment of the said Debt unto Your Orator, at or +
within the time and limit aforesaid, assign over unto Your Orator a Cer-
-tain Debt and Demand due and Owing unto the said Estate of the
said Dawsonne Drake by the President and Council of Fort St. George
supposing to amount to about two Thousand and five Hundred Pago-
-das being a Claim which the said Dawsonne Drake had upon the
said President and Council as a Compensation for their having taken
down certain Houses the Property of the said Dawsonne Drake Situa-
-ted near Hog hill, And Your Orator Sheweth that the said Nathaniel
Barlow did at the same time deposit with Your Orator all the said
Several Securities saving and except that Relating to the Claim upon
the President and Council on Account of the aforesaid Houses at
Hogh ill of which Your Orator never had possession. And Your Ora-
-tor Sheweth that the said Nathaniel Barlow did also covenant and
agree to by the said presents, to pay unto Your Orator all Costs Charges or
Expenses which might attend the Recovery of the Several Sums of
Money so assigned for the purposes aforesaid: and the said Natha-
-niel Barlow did also Nominate and appoint Your Orator thereby
as his Attorney irrevocable for the purposes of Procuring the same
And Your Orator Sheweth that it was also provided by the said Deed

of Assignment, that if the said Nathaniel Barlow, His Executors, or
Administrators should pay or cause to be paid unto Your Orator his
Executors Administrators or Assigns the afore said Sum of Seven +
Thousand Six hundred and thirty Six Pagodas twenty Six fanams
and Seventy five Cash with such Interest as should or might became
due thereon out of the Assets belonging to the Estate of the said Daw-
-sonne Drake, on or before the expiration of twelve Calander Months,
then the said Assignment should be void and of no Effect, and the
said Bonds of the said Nabob or such of them as might not have
been discharged to be returned to the said Nathaniel Barlow his
Executors or administrators But in case the said Sum of Seven
Thousand, Six hundred and thirty Six Pagodas, twenty Six +
fanams and Seventy five Cash, should not be discharged on or
before such limitted time of Payment, He the said Nathaniel
Barlow as Administrator as aforesaid did thereby give unto, and
your Orator is by the Assignment and power or attorney given, full
liberty to transfer and sell over such Consolidated Bonds at any time
to any person or persons as your Orator might think fit, Your Orator
nevertheless Reserving to himself his Heirs Executors administrators
and Assigns the Right of Action he or they may think necessary to bring
against the said Nathaniel Barlow as administrator to compel him
to pay the Amount of the said Sum of Seven Thousand Six hun-
-dred and thirty Six Pagodas twenty Six fanams and Seventy +
five Cash, for the particulars of which said Bond or Obligation
and Assignment and Letters of attorney, Your Orator prays to +
refer to Copies thereof Annexed to this his Bill of Complaint and
that the same may be Admitted as part thereof the Originals +
whereof being in Your Orators possession and Ready to be produced

When required, and your Orator Sheweth, that the said Nathaniel Barlow did not pay or cause to be paid in his life the said Sum of Seven Thousand Six Hundred and thirty Six Pagodas twenty Six fanams and Seventy five Cash with the Interest due thereon out of the Assets of the said Dawsonne Drake's Estate or otherwise, at or before the expiration of twelve Calander Months from the said first day of December One Thousand Seven Hundred and Seventy five, the day of the date of the said Bond or Obligation and of the said assignment and Letter of Atty altho' frequently called upon so to do, at the dwelling House of, and in the person of his Atty or Agent late, John Menzies Esqr now Sir John Menzies Baronet. And your Orator Sheweth that there is now Justly due and owing upon the said Bond or Obligation and upon the said Assignment & power of Atty the aforesaid Sum of Four thousand Seven hundred and fifty Seven Pags thirty Seven fanams & thirty One Cash being the Balance of your Orators account before refered to & hereunto annexed.

And whereas your Orator hath also frequently & amicably demanded payment of the said Sum of Four thousand Seven hundred and fifty Seven Pagodas thirty Seven fanams & thirty One Cash from the said Nathaniel Edward Kindersely as Administrators of the Estate & Effects of the said Dawsonne Drake Unadministered by the said Nathaniel Barlow in his life time, and hath tendered, upon payment thereof to deliver up & reassign the said three new Consolidated Bonds, before in part recited & the several Sums of Money thereon due and Owing together with the several Interest & Securities he holds under the within assignment and power of Atty from the said Nathaniel Barlow

But now so it is May it Please this Honble Court the said Nathaniel Edward Kindersely Obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premisses your Orator therefore prays a General relief such as to this Honble Court shall appear agreeable to

Equity and Good Conscience To the End therefore that the said Nathaniel Edward Kindersly 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 truely and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that the said Nathaniel Edwd Kindersely as administrator as aforesaid may be Decreed to pay unto your Orator the aforesaid Sum of Four Thousand Seven hundred and fifty Seven Pagodas thirty Seven fanams, and thirty One Cash together with such Interest as now is or shall hereafter become due thereon also all Costs of this Suit and all and Severally the Costs Charges or Expences which have attended and may attend the Recovery or Receipt of the assigned Specialties and Effects before recited out of the assits belonging to the Estate of the said Dawsonne Drake Deceased.

May it Please this Honble Court to Cause the said Nathaniel Edward Kindersely to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and thereto answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein also this Honble Court shall seem Meet

Hy Die Puy
Atty Complainant

1853

Dr. The Estate of Dawsonne Drake in Account with Major Henry Alexander

1854 Cr.

1785 Decemr.	1st.	To Ballance due to me this day for which a Bond was granted by Nathaniel Barlow with mortgage of 3 Nabobs new Consolidated Bonds Payable in One Year with Interest of 12 ℘ Ct. ℘ Annum	7636.	26.	75.
1788 Feby.	10th.	To Interest on the above Sum of this day is 2. 2. 9 ys. ms. ds. @ 12 ℘ Cent ℘ Annum	2008	19.	12.
		To Cash paid A Montgomery Campbell for Registering the Bonds Amounting to Pags. 23,565. at 1. ℘ Mil	23.	25.	32.
		To Do. Commission for the Agents in London on one Years interest for 1413. 32. 32. at 1 ℘ Ct. is 14. 6. 13			
		To do. To the Secretarys office Bill drawn on Masulipatam by the Honble Govr. & Council for 205 P. 1. " "			
		To do. Sold by the Bill @ 2 ℘ Cent discount to Mr. Latore 4. 2. 20	19.	8.	33
1787 Octr.	25th.	To do. Paid Messrs. Edward Garrow Webb and Landon @ One ℘ Ct. for one Year, being their fees for Settling the Accounts of the Nabobs Creditors	14.	5.	40.
			9701.	40.	32.
		To Cash Paid Henry DuPuy Attorney at Law for drawing out Account Between me and the former Administrator, furnishing and making demanding of Same upon Mr. Menzies his Attorney, and also upon the Present Administrator Nathaniel Edward Kindersley Administrator of the Estate and Effects of Dawsonne Drake Unadministered by Mr. Barlow, frequently demanded from Nathaniel Barlow and also from Nathaniel Edward Kindersly	25.	"	"
		Pagodas	9726.	40.	32.

Madras 10th Feby.
E. E.

1785 Decr.	1st.	By Cash Received in part for a Bill of Exchange drawn by John Menzies on Calcutta for Ps. 1000 negotiated by Messrs. Pelling and de Fries 2½ ℘ Cent discount	975.	"	"
1786 Marh.	16th.	By do. Received from George Maubray	1146.	18.	"
April	1st.	By do. Received from the Companys Treasury a Divident on 3 Nabobs Consolidated Bonds	176	6.	44.
May	20th.	By Ditto ditto ditto	412.	3.	76.
July	30.	By Ditto ditto ditto	412.	3.	76.
1787 June	5th.	By Ditto ditto ditto	706.	24.	16.
Decr.	25.	By Ditto ditto ditto	352.	43.	8.
			4181.	9.	60.
1788 Feby.	10th.	By Interest on the above Sums from their Respective dates To this day @ 12 ℘ Ct. ℘ annum			

				ys.	ms.	ds.	℘s.	℘s.	C.
On Ps.	975.	"	" for	2.	2.	9.	256.	19.	10.
	1146.	18.	" "	1.	10.	24.	261.	17.	4.
	176	6	44. "	1.	10.	9.	39.	12.	48.
	412.	3.	76. "	1.	8.	20.	85.	7.	24.
	412.	3.	76 "	1.	6.	10.	75.	24.	55.
	706.	24.	16. "	"	8.	5.	57.	31.	46.
	352.	43.	8. "	"	3.	15.	12.	15.	74

	787.	38.	21.
	4969.	3.	1.
By Balance	4757.	37.	31.
Pagodas	9726.	40.	32.

1788
Henry Alexander
true Copy.
Hy. Du Puy
attly. Compt.

(1855)

Know all Men by these Presents that I Nathaniel Barlow
15273. 11. 70. of Fort Saint George Esquire Administrator to the Estate and Effects
70636. 26. 75 of Dawsonne Drake late of the same Place Esquire Deceased am
held and firmly bound unto Henry Alexander of the same Place Esqr.
a Bond Creditor of the said Dawsonne Drake in the Penal Sum of
Fifteen Thousand two Hundred and Seventy three Star Pagodas —
Eleven fanams and Seventy Cash to the Payment whereof well
and truly to be made to the said Henry Alexander his Heirs Execu-
-tors, Administrators, or Assigns I do hereby bind myself my heirs
Executors and Administrators firmly by these Presents In Wit-
-ness whereof I have hereunto set my Hand and Seal in Fort St.
George this First Day of December in the Year One Thousand Seven
Hundred and Eighty five.

Whereas the above bound Nathaniel Barlow as Administrator above
mentioned hath borrowed and received of the above Named Henry Alexander the
full and just Sum of Seven Thousand Six Hundred and thirty Six Star Pagodas
twenty Six fanams and seventy five Cash to run at Interest at the rate of
twelve per Cent per Annum Payable on or before the First Day of December
next which will be in the Year of Our Lord One Thousand Seven hundred &
Eighty Six for Securing the Payment whereof the said Nathaniel Barlow as
Administrator hath Executed an Assignment of Certain Bonds and Securi-
-ties bearing even Date herewith.

Now the Condition of this Obligation is such, that if the
above bound Nathaniel Barlow as Administrator aforesaid his
Heirs Executors Administrators or Assigns, shall well and truly
Pay or cause to be paid unto the above said Henry Alexander his
Heirs

(1856)

Heirs, Executors, Administrators or Assigns the full and Just Sum of Seven
thousand Six Hundred and thirty Six Star Pagodas, twenty Six, fanams
and Seventy five Cash out of the Assets late the property of the above
said Dawsonne Drake or from the Securities assigned over by the said
Nathaniel Barlow as Administrator as before mentioned 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
which Obligation together with the Assignment and remaining Parts
of the Securities therein mentioned shall be given up properly cancel-
-led to the said Nathaniel Barlow as Administrator his heirs Executors
Administrators or Assigns upon the Payment of the Principal and
Interest as aforesaid According to the true Intent and meaning hereof

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

Nathl. Barlow (L.S.)
Admor.

Chas. Bromley
Edward Ellis

1785 December 1st. Received of Messrs. Pelling & De Freis on a Bill of Exchange —
drawn by Mr. John Menzies on Calcutta for
Pags. 1000 — Recd — Pags. 975 — which
Nathaniel Barlow abovement. assented to —

Henry Alexander

16th March 1786 Received of Mr. George Moubray Pr. 1146 — 18 on account of the Estate
of Dawsonne Drake Deceased

Henry Alexander

1st April 1786	Received on the Nabobs three Bonds to Mr. Drake					Pr. 174.	98.	44
20th May	Received on the	Do.	Do.	Do.	Do.	411.	49.	76.
30th July	Received on the	Do.	Do.	Do.	Do.	411.	49.	76.
1787 5th June	Received on	Do.	Do.	Do.	Do.	706.	24.	16.
25th October	Received on	Do.	Do.	Do.	Do.	352.	43.	8.

True Copy —

Knox

Henry Dudley
Atty Compt.

Know all Men by these Presents that Whereas Nathanie-
-el Barlow of Fort Saint George Esquire as Administrator to the Estate
and Effects of Dawsonne Drake late of the same place Esquire stands
justly and truely Indebted unto Henry Alexander of the same place
Esqr. in the sum of Seven Thousand Six Hundred and thirty Six
Star Pagodas twenty Six fanams and Seventy five Cash as the Ba-
-lance of an Account Current made up and Settled on a Bond of the
said Dawsonne Drake in his life time made and given unto the
said Henry Alexander for the Principal Sum of thirty Seven Thou-
-sand and five hundred Star Pagodas bearing date the First day of
February in the Year of our Lord One Thousand Seven Hundred and
Seventy Seven — And for Securing the Payment of the said Sum of
Seven Thousand Six Hundred and thirty Six Star Pagodas
twenty Six fanams and Seventy five Cash with Intarest for the
same after the Rate of twelve per Cent per Annum — at the Expiration
of twelve Calander Months He the said Nathaniel Barlow as
Administrator aforementioned hath Deposited with the said Henry
Alexander three New Consolidated Bonds from His Highness Wa-
-law Jaw Vizr. Nabob of the Carnatick bearing date the twenty Sixth
Day of November One Thousand Seven Hundred and Seventy Seven
being of the Consolidated Bonds of the said Year One Thousand
Seven Hundred and Seventy Seven to the Amount of the Penal Sum
of Thirty thousand Star Pagodas as follows, that is to say one
Bond Number Eleven for Five thousand Star Pagodas, another
Bond Number Twelve for Five thousand Star Pagodas, another
Bond Numbr thirteen for Five thousand Star Pagodas, which
he the said Nathaniel Barlow as Administrator
aforesaid

aforesaid has so done in order that the said Henry Alexander may
Receive the Dividend thereof or whatever Sum or Sums of Money
May be paid on Account thereof for or towards the Discharge of
the said Nathaniel Barlow's said Debt as Administrator aforesaid
to the said Henry Alexander, and when the said Debt to the said
Henry Alexander shall be fully paid within the aforementioned
time of twelve Months, that then the said Henry Alexander is
to Surrender up the said Bonds of the said Nabob to the said
Nathaniel Barlow his Executors Administrators and Assigns and
as a further Security he the said Nathaniel Barlow as Administra-
-tor aforesaid has deposited with the said Henry Alexander One
Bond or Obligation from George Maubray of Fort Saint George
Esquire to James Johnson who by Assignment made the same over
to Messrs. Williams and Jackson the Attornies for the said Natha-
-niel Barlow for One Thousand Star Pagodas and Intarest
And Whereas Dawsonne Drake in his life time was
possessed of certain Houses and Ground Situated near Hog
Hill in the Black Town of Madras and which since his
Decease, Have been by the President and Council of Fort St.
George Pulled down to Encrease the Esplanade to the Fort
and Whereas certain Conditions were Stipulated and Settled
by and between the said President and Council and the
Attornies of the Administrator Nathaniel Barlow, and which
to this the day of the Date hereof Remains to be paid for
supposing to be about Two Thousand and Five Hundred
Star Pagodas, He the said Nathaniel Barlow as Admr

aforementioned

aforementioned does hereby as a further Security assign transfer and make over such the Claim of him the said Nathaniel Barlow as Administrator aforesaid unto the said Henry Alexander his Executors Administrators and Assigns with full Power and Authority to Settle and adjust such Claim and the Amount thereof to receive from the said President and Council whensoever the amount thereof shall be published to be paid Now Know ye that the said Nathaniel Barlow as Administrator to the Estate and Effects of the said Dawsonne Drake Deceased for and in Consideration of the said Sum of Seven Thousand Six Hundred and thirty Six Star Pagodas twenty Six fanams and seventy five Cash so due and owing by him as Administrator above mentioned unto the said Henry Alexander as aforesaid He the said Nathaniel Barlow as Administrator aforesaid Hath assigned transferred and Set over and by these Presents Doth assign transfer and Setover unto the said Henry Alexander his Executors Administrators and Assigns all the said three Several Bonds from the said Nabob and the Money thereupon Respectively due and owing, and which shall or may become due thereon and all his the said Nathaniel Barlows Right Title and Interest as Administrator aforementioned of in and to the same and every part thereof to Hold the same and every part thereof unto the said Henry Alexander his Executors Administrators and Assigns for ever Under the Proviso hereinaforementioned, and also that he the said Henry Alexander his Executors Administrators or Assigns shall pay and apply the Money which he or they may receive from time to time by Virtue or on Account of all or any of the said Bonds or

Obligations of the said Nabob in or towards the Discharge of the said Sum of Seven Thousand Six Hundred and thirty Six Star Pagodas twenty six fanams and Seventy five Cash, and the Interest which may grow due thereon, together with any Costs Charges or Expences which may attend the Recovery or Receipt of the same And the said Nathaniel Barlow as Administrator aforesaid for the Purpose aforesaid Hath made Constituted and Appointed and by these Presents Doth make Constitute and appoint the said Henry Alexander his Executors Administrators and Assigns his true certain and Lawfull Attorney and Attornies Irrevokable and doth give and Grant unto him and them full Power and Authority in his the said Nathaniel Barlow's Name as Administrator and in the Name or Names of his Executors or Administrators But to the only Proper Use & behoof of the said Henry Alexander his Executors and Administrators to ask Demand, Sue for Recover, and Receive the Amount Principal and Interest of the said Several and Respective Bonds from the said Nabob together with what shall or may be come due thereon Respectively and upon every or any part thereof and upon Receipt of the same or any Part thereof Acquittances or other Discharges to make and give and Generally for the said Nathaniel Barlow as Administrator aforesaid and in his Name and in the Name and Names of his Executors or Administrators to make do & Perform, and Execute all and every such further and other acts matters and things touching or concerning the Premises as to him the said Henry Alexander his Executors or Administrators shall Seem Requisite and that as fully and Effectually as the said Nathaniel Barlow as Administrator aforesaid

(1861)

Might do if he was Personally present, He the said Nathaniel Barlow as Administrator aforesaid hereby Covenanting that he his Executors and Administrators shall and will Ratify and Confirm all and whatsoever the said Henry Alexander his Executors or Administrators shall Lawfully do or Came to be done in or about the Premises by Virtue of these Presents, and further that the said Nathaniel Barlow his Executors and Administrators shall and will at all times hereafter at the request of the said Henry Alexander his Executors Administrators or Assigns make do Execute, and Perform all such further and other Acts and things as shall be reasonably required for the better and more Effectually enabling him, and them to recover and Receive the Money due and to become due on the said Respective Bonds of the said Nabob According to the true Intent and meaning of these Presents Provided always that if the said Nathaniel Barlow his Executors or Administrators shall well and Truely Pay or Cause to be paid as Administrator aforesaid unto the said Henry Alexander his Executors Administrators or Assigns the said full and Just Sum of Seven Thousand Six Hundred and thirty Six Star Pagodas Twenty Six fanams and Seventy five Cash with such Interest as shall or may become due thereon out of the Assets to belonging to the Estate of the said Dawsonne Drake on or before the Expiration of the said twelve Calender Months then and from thenceforth these Presents shall be Void and of no Effect, and the said Bonds of the said Nabob such of them as may not have been Discharged shall be Returned to the said Nathaniel Barlow his Executors or Administrators but in Case the said Sum of Seven Thousand Six Hundred and thirty Six Star Pagodas twenty Six fanams and [illegible] five Cash shall not be Discharged on or before such limitted time Payment, he the said Nathaniel Barlow as Administrator aforesaid does hereby give full liberty to the said Henry Alexander and his Executors Administrators and Assigns to Transfer and Setover such Consolidated Bonds at any time to any Person or Persons as he the said Henry Alexander may think Proper — Save nevertheless that notwithstanding any thing herein before Setforth and Expressed, that in Case of the facture of Payment of the said Nathaniel Barlow or his Executors and Administrators out of the said Dawsonne Drake Assets within the limitted time aforementioned, the said Henry Alexander is not hereby Debarred from Prosecuting the said Nathaniel Barlow as Administrators aforesaid in any of the Courts of Records either in the East Indies or in Great Britain the said Henry Alexander hereby Reserving to himself his Heirs Executors Administrators and Assigns the Right of Action he or they may think necessary to bring against the said Nathaniel Barlow as Administrator Compell him to Pay the amount of the said Sum of Seven Thousand Six Hundred and thirty Six Star Pagodas Twenty Six fanams and Seventy five Cash with Interest — In Witness whereof the said Nathaniel Barlow as Administrator hath hereunto Set his Hand and Seal in Fort Saint George aforesaid this First day of December in this Present year of Our Lord One Thousand Seven Hundred and Eighty five —

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

Chas. Bromley
Edward Ellis

Nathl. Barlow
Admor. (L.S.)

True Copy

Hy. Dw. Dies
attg. Compt.

1861/13

Filed 13th May 1788

The Answer of Nathaniel Edward Kindersly of Fort Saint George Esquire administrator of all and Singular the Goods Chattels & Effects belonging to Dawsonne Drake Deceased Heradministered by Nathaniel Barlow Deceased Defendant to the Bill of Complaint of Henry Alexander of Madras Esquire Complainant

This Defendant as Administrator as aforesaid. now and all times hereafter Saving and Reserving to himself all and all manner of Benefit of Exception to the Many Errors Uncertainties and Imperfection in the said Bill of Complaint for Answer thereunto or unto somuch thereof as he is Advised to be Material and Necessary for him to make Answer unto he this Defendant Answereth and saith that it is but within these very few Months that he hath taken upon himself the task and Burthen of an Administrator by which he is entitled to act in and Concerning the Affairs of the said late Dawsonne Drake Esquire Deceased that Previous to his having so done he was totally ignorant of every Transaction Relative to the said Estate but that he hath since endeavoured to Acquire a Competent Knowledge thereof in Order that he might be enabled to discharge his Duty with Satisfaction to himself and Justice to all those who have any Demands upon him and as from the Insight he hath already had into the affairs of the said Estate he hath Reason to believe that there has been Agreat Waste and Abuse thereof owing in agreat Measure to the Want of atte and proper Management during the late Administration This D Defendant as well to prevent his being invested in any Censure w may be hereafter conveyed by those who Except ultimately to be benef ted by the said Estate as to avoid all Responsibility in case any Sta Should be pursued by them in Consequence of the Measures adopted in several Instances Relating there-to and he were to Conceive there thinks it incumbent upon him to with hold his acquiescence in th same until he has had an Opportunity of Stating his Reasons for so doing and of being Satisfied that the Law will deem him Warrante ted in a compleiance therewith This Defendant having Premi ed this much begs leave to proceed in Stating to this Honble Court the Origin of the Demand now made by the said Complainant on this Defendant as Administrator as aforesaid and to endeavour to Shew the mode by which the Sum now sued for by the said Complainant still appears in his favor having done which this Defendant hopes to have discharged the Duty of the Station in which he now Appears before this Honble Court and is ready & willing at all times to abide by such Order and Decree as they Shall be pleased to direct in And Concerning the Premises

Sometime in the year of Our Lord One thousand Seven Hundred and Seventy Seven as this Defendant hath been informed and believes it was that the said Dawsonne Drake Esquire Deceased borrowed of the said Complainant being then in India the Sum of Thirty Seven Thou

Five Hundred Pagodas which was to be paid in England by the said Dawsonne Drake who granted his Bond for the same payable at the House of Sir George Bocock in London at the Rate of Interest of Five per Cent untill the said Bond was fully Satisfied This Defendant further saith that the Interest appears to have been regularly discharged at the Rate aforesaid untill the Year One Thousand Seven hundred and Eighty at which time the News of the Death of the said Dawsonne Drake having Reached England the before said Sir George Bocock having Demands himself upon the said Dawsonne Drake did not Chuse to pay any further sum of Money on his Account the Circumstance of the Death of the said Dawsonne Drake thus Occasioning a Delay to the said Complainant in the Receipt of this Interest which he Acknowledges to have Regularly Done to that Period Rendered it Requisite for the said Complainant to quite England and as he Pretended at a monstrous Risk and Expence to come out to India to Obtain the Payment of the Money due to him by the said Dawsonne Drake's Estate and as an adequate Compensation for the Trouble and Expence the said Complainant asserts he had been at in so doing it appears that upon his Arrival he made a Demand of an allowance of Interest on his aforesaid Debt at the Rate of Twelve per Cent from the time the said Complainant had Received his last Years Interest from Sir George Bocock although the Term specified for the Payment of the said Bond was not expired and which this Defendt saith it further appears was acceded to in the Part of the said late Administrator whereby in the Space of four Years to wit from the

the first day of February One Thousand Seven Hundred and Eighty two Years before the said Bond became due to the first day of February One Thousand Seven Hundred and Eighty four an additional Sum on the Score of Interest Amounting to Eighteen Thousand was incurred as will appear by the Records of this Honble Court in an account Current Annexed to a Bill of Complaint filed by the said Complainant against the said late Administrator on the Subject of his Demand on the Estate of the said Dawsonne Drake Deceased by which said account Current a Balance on the said first day of February One Thousand Seven hundred and Eighty four appears to have been in favor of the said Complainant Amounting to Fourteen Thousand Six Hundred and Eighty five Pagodas This Defendant further Sheweth that at the During the said four Years there Appears to have been more than the full Principal Sum of Thirty Seven Thousand and five hundred Star Pagodas paid to the said Complainant exclusive of an allowance for Interest from the Different Periods that the Several Payments are Specified to have been made which would at the Original Rate of Interest of Five per Cent have reduced the Balance in favor of the said Complainant to a very few Thousand not exceeding Four or Five Thousand Pagodas or thereabouts Still This Defendant begs leave to Remark that a Charge of Interest on the aforesaid Balance of Four Thousand Six Hundred and Eighty five Pagodas Arising it self by Interest only is made in a Subsequent Account Current brought down to the

Twenty

Twenty Second day of March One thousand Seven hundred and Eighty five when there again appears a Balance in favor of the said Complainant of Pagodas Six thousand four hundred and fourteen thirty two fanams and Eleven Cash This Defendant further answering saith that even the last Abovementioned Balance of Six Thousand four Hundred and fourteen Pagodas Thirty two fanams and Eleven Cash is after receiving an addition of about Six Hundred and Eighty Nine Pagodas on Account of Costs Again Permitted to carry Interest from the fifteenth day of April in the said year One thousand Seven hundred and Eighty five as will appear by a calculation on the Amount of the Bond granted by the said late Administrator to the said Complainant bearing Date the first December One thousand Seven Hundred and Eighty five for the Sum of Seven thousand Six hundred and thirty six Pagodas Twenty Six fanams & Twenty five Cash and on which Bond it is that the said Complainant has Instituted his Present Suit against this Defendt as Administrator as aforesaid for the Balance he asserts to be still due thereon but which this Defendant did not think it proper for him to comply with the Payment of without previously setting forth and Submitting to this Honble Court the Several Circumstances herein contained for by two Statements which this Defendant hath hereunto annexed of the Debit and Credit between the said Complainant and the Estate of the said Dawsonne Drake for the Commencement of the Concern between them

them at Simple Interest One whereof being computed at the Rate of Interest of Five per Cent it will appear that there is a Balance in favor of the Estate amounting to Eleven Thousand two Hundred and One Pagodas Two fanams and Twenty Eight Cash and the other being computed at the Rate of Interest of Twelve per Cent per Annum there will still appear a Balance in favor of the said Estate Amounting to Pagodas Four Thousand Seven hundred and two Pagodas thirty one fanams thirty two Cash instead of any Balance being at Present due to the said Complainant on which Account it is that this Defendant has been induced to State the whole of the several Matters herein contained and also by not looking upon the said Complainant to have been upon any Pretence whatsoever entitled to the allowance of Interest at the Rate of Twelve per Cent before the time Specified for the Payment of the said Bond had elapsed if at all Neither that he can be justified in the several Charges of Compound Interest upon the former Balances in Manner and form herein Shewn and Setforth That with respect to the Loss or Damage or to make use of his own Words the monstrous Risk and Expence which could have accrued to the said Complainant from being Obliged to remove to India as he asserts he was and for which he pretends to have been entitled to some Compensation this Defendant saith it was incumbent on him to have made the same appear in some Shape and to have Shewn how and in what Manner such Loss or Damage Arose it being very well Known

Known that the said Complainant was in no line of Business and therefore that his coming out could not on that Score be a Matter of Loss or Inconvinience to him and likewise that he had other Concerns in India to a very Considerable Amount and that as to the Expences incurred by the Voyage out and back again and Loss of time if any could be allowed to one wholly without Employ it would have been much better for the Estate to have been Charged with an Estimate fairly made thereof than to have required to make good the same at the rate and after the Manner it appears to have been by the increase of the rate of Simple Interest when there could not have been the smallest Claim to it the Bond Not being due and by the Allowance of the doubly compounded Interest Never the less this Defendant saith if upon being in Possession of the Facts herein before Stated and altho as appears by the two Statements hereunto Annexed there could in reality be a Balance due to this Defendant as Administrator as aforesaid this Hon'ble Court shall be of Opinion that this Defendant is compelled to abide by the acts of the former Administrator and to pay the Sum of Money for which he is now sued he is very ready and willing so to do as he hath before [illegible] as far as the Law and the Funds in his Hands will admit and Authorize his doing

Lastly this Defendant saith although there are Among the Debits of the Account Current with the said Estate

Estate Annexed to the Bill of Complaint beforementioned to have been filed by the said Complainant and now on the Records of this Hon'ble Court Some few Items which might be deemed Objectionable from there not Appearing any Vouchers for the same they having been already passed and allowed of in account he does not chuse now to call the same in question or to do more than just Mention that also from the Books of the said Dawsonne Drake deceased a sum of two Hundred and five Pag.s Appears to have been at one time paid by the said Deceased to the Servants of the said Complainant which no Credit is given for but this Defendant saith that in the Account Current Annexed to this Complainants present Bill of Complaint there evedently appears an Omission of a Credit to the Estate for a Nabob's Dividend which took place on the Twenteeth day of December One Thousand Seven hundred and Eighty Six Amounting to Four hundred and Twelve Pagodas Three fanams and Seventy Six Cash which said Dividend was paid in part by Bills on Masulipatam and part in Cash

All which Matters and things this Defendant is Ready and willing to verify Maintain and Prove as this Hon'ble Court shall direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained.

Chas. Baker
Cdy for Defend.t

Nath. E. Kindersley
Adm.r to D. Drake's Estate

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

(1871)

Dr. Major Henry Alexander in Account Current with the Estate of Dawsonne Drake Esqr. Deceased Compecting the Interest at the rate of 5 per Cent per Annum (1872) Cr.

1780 Jany	31st	To Cash paid your Servant as p your Order	205.	"	"
Febry	1st	To Cash paid by Sir Geo Pocock 3 Years Interest £ 2250	5625.	"	"
1783 Feby	27th	To Cash paid Messrs Pelling & DeFries a Dividend of 25 p Ct.	9375.	"	"
July	31st	To Amount of Mr. Storys Bond Transferred	4776.	23.	62.
Septr.	20th	To a Sett of Bills on Mr Willm. Johnston	10250.	"	"
	27th	To Cash paid	4200.	"	"
Octr.	16th	To Cash paid	669.	"	"
Novr.	10th	To Amount of the House Sold at the Lez	8000.	"	"
		To Cash paid	200.	"	"
1785 March	22d	To Cash paid by Mr. DeSouza	10650.	22.	40.
Septr.	5th	To Cash paid by Mr. Peter Walker	1388.	23.	"
Decr.	1st	To a Sett of Bill on Bengall for Ars. 3900	975.	"	"
1786 March	16th	To Cash paid by Mr. Moubray	1147.	6.	"
April	1st	To Amount of 3/4 p Ct. Dividend paid by the Company on Acct. of the Nabobs New Consolidated Fund	176.	6.	44
May	20th	To Do. of 1 3/4 Do. Do.	412.	3.	76.
July	13th	To Do. of 1 3/4 Do. Do.	412.	3.	76
Decr.	20th	To Do. of 1 3/4 Do. Do.	412.	3.	76.
1787 June	5th	To Do. of 3 Do. Do.	706.	24.	16.
Octr.	25th	To Do. of 1 1/2 Do. Do.	353.	1.	8.
			59933.	34.	78.
1788 Febry	10th	To Intt. on the following Sums from their respective dates to this day at 5 p Ct. p Annum			

on Bs. 205.	"	"	for 8.	10.		82.	11.	77.
9375.	"	"	4.	11.	13.	2321.	25.	65.
4776.	23.	62.	4.	6.	10.	1081.	15.	15
10250.	"	"	4.	4.	20.	2249.	12.	67.
4200.	"	"	4.	4.	13.	917.	24.	40.
669.	"	"	4.	3.	24.	144.	16.	39.
8200.	"	"	4.	3.	"	1742.	21.	"
10650.	22.	40.	2.	10.	18.	1535.	19.	"

Carried Over 10074. 20. 63. 59933. 34. 78.

1777 Feby	1st	By Amount of the Deceased Bond Payable in 5 Years bearing Intt. @ 5 p Ct. p annum	37500.	"	"
1779 March	1st	By Captn. Wood House. House Rent due to you	130.	"	"
1780 March	18th	By Do. Do. Do.	90.	"	"
1785 April	15th	By Amount of Law Chas. of the Honble Mayors Court	342.	32.	"
	"	By Do. not belonging to the Honble Mayors Court	346.	18.	"
1788 Febry	10th	By Amount of Fees for Regt. the Nabobs Bond	23.	25.	32.
		By Amount of Agents Commission	19.	8.	33.
		By Amount of Commission for the Committee	14.	5.	40.
			38466.	5.	25.
		By Intt. on the following Sums from their Respective dates to this day @ 5 p Ct. p annum			

on Bs. 37500.	"	"	for 11.	9.		20671.	36.	60.
130.	"	"	for 8.	11.	9.	58.	5.	6.
90.	"	"	7.	10.	22.	35.	22.	4.
689.	10.	"	2.	9.	25.	97.	6.	46.

20862. 28. 36.

Carried Over 59328. 33. 61.

1788								
Febry	10th	To Amount Brought Over Pagodas					59933.	34. 78.
		To Int.t Brought Over				10074.	20. 63.	
		on D.o 1388.	23.	" for 2.	5. 5.	168.	34. 30.	
			975.	" "	2. 2. 9.	106.	35. 35.	
			1147.	6. "	1. 10 24.	108.	41. 8.	
			176.	6. 44.	1. 10. 9.	16.	15. 36.	
			412.	3. 76.	1. 8. 20.	35.	20. 32.	
			412.	3. 76.	1. 6. 27.	32.	19. "	
			412.	3. 76.	1. 1. 20.	23.	19. 44.	
			706.	24. 16.	8. 5.	24.	1. 65.	
			353.	1. 8.	3. 15.	5.	6. 18.	
							10596.	1. 11.
		Pag.t					70529.	36. 9.

1788				
Febry	10th	By Amount Brought Over Pagodas	59328.	33. 61.
		" By Balance	11201.	2. 28.
		Pag.t	70529.	36. 9.

Cha.s Baker
Atty for Defend.t

1875

Dr. Major Alexander in Account Current with the Estate of Dawsonne Drake Esqr. Deceased Compeeting the Interest at the Rate of 12 ℘ Ct. ℘ Annum

1780 Jany.	31st	To Cash paid your Servant agreeable to your Order	205.	"	"
Febry.	1st	To Do. paid by Sir Geo Pocock 3 Years Interest on £ 15000 @ 5 ℘ Ct. ℘ annum is £ 2250 @ 8/ ℘ a Pagoda	5625.	"	"
1783 Febry.	27th	To D paid Messrs. Pelling & De Fries a Dividend of 25 ℘ Ct.	9375.	"	"
July	31st	To Cash paid by Transfering Mr. Stroys Bond	4776.	23.	62.
Septr.	20th	To Cash paid by a Sett of Bills on Mr. Willm. Johnston	10250.	"	"
	27th	To Cash paid	4200.	"	"
Octr.	16th	To Do. Do.	669.	"	"
Novr.	10th	To Do. paid by Sale of a House at the Luz	8000.	"	"
	"	To Do. paid	200.	"	"
1785 March	22d	To Do. paid by Mr. De Souza	10650.	22.	40.
Septr.	5th	To Do. paid by Mr. Walker	1388.	23.	"
Decr.	1st	To Do. paid by a Bill on Bengal for a Rs. 3900	975.	"	"
1786 March	16th	To Do. paid by Mr. Moubray	1147.	6.	"
April	1st	To Do. paid by the Nabobs Dividend of 3/4 ℘ Ct.	176.	6.	44
May	20th	To Do. Do. Do. 1 3/4 Do.	412.	3.	76.
July	13th	To Do. Do. Do. 1 3/4 Do.	412.	3.	76.
Decr.	20th	To Do. Do. Do. 1 3/4 Do.	412.	3.	76
1787 June	5th	To Do. Do. Do. 3. Do.	706.	24.	16.
Octr.	25th	To Do. Do. Do. 1 1/2 Do.	353.	1.	8.
1788 Febry.	10th	To Intt. on the following Sums from their respective dates to this day @ 12 ℘ Ct. ℘ annum	59933.	34.	78.

on Ps. 205.	"	"	for 8. Ys.	" ms.	" Ds.	197.	20.	24.
9375.	"	"	4.	11.	13.	5571.	36.	60.
4776.	23.	62.	4.	6.	10.	2595.	11.	20.
10250.	"	"	4.	4.	20.	5398.	14.	"
4200.	"	"	4.	4.	13.	2202.	8.	32.
669.	"	"	4.	3.	24.	346.	22.	60.
8200.	"	"	4.	3.	"	4182.	"	"
10650.	22.	40.	2.	10.	18.	3685.	3.	47.
1388.	23.	"	2.	5.	5.	404.	41.	56.
975.	"	"	2.	2.	9.	256.	17.	68.
1147.	6.	"	1.	10.	24.	261.	23.	3.
Carried Over						25101.	31.	50.

59933. 34. 78.

1876

Cr.

1777 Febry.	1st	By Amount of the Deceaseds Bond Payable in 5 Years bearing Intt. @ 5 ℘ Ct. ℘ Annum	37500.	"	"
1779 March	1st	By Captn. Woodhouse House Rent due to You	130.	"	"
1780 March	18th	By Do. Do.	90.	"	"
	"	By Amot. of Intt. on Ps. 37500 from 1 Febry 1777 To 1 Febry 1780 is 3 Years @ 5 ℘ Ct. ℘ annum being the Sum recd. by You in England as ℘ Contra	5625.	"	"
April	15th	By Amount of Law Charges of the Honble Mayors Court	342.	32.	"
	"	By D not belonging to the Honble Mayors Court Charges	346.	18.	"
1788 Febry.	10th	By Intt. on the following Sums @ 12 ℘ Ct. ℘ Annum			

on Ps. 37500.	"	"	for 8. Ys.	" ms.	" Ds.	36112.	21.	"
130.	"	"	8.	11.	9.	139.	20.	47.
90.	"	"	7.	10.	22.	85.	10.	73.
689.	8.	"	2.	9.	25.	233.	7.	20.

	36570.	17.	60.
By Amount of Fees for Regt the Nabobs Bond	23.	25.	32.
By Do. Commission on Do.	19.	8.	33.
By Do. Do. for the Committee	14.	5.	40.
Carried Over Pags.	80661.	23.	5.

1877

1788 Febry	10th	To Amount Brought Over		59933. 34. 78	
		To Intt. Brought Over	25101. 31. 50.		
		176. 6. 44. for 1. 10. 9. (Yr. mo. Dr.)	39. 11. 70.		
		412. 3. 76. 1. 8. 20.	85. 6. 77.		
		412. 3. 76. 1. 6. 27.	77. 37. 16.		
		412. 3. 76. 1. 1. 20.	56. 13. 26.		
		706. 24. 16. " 8. 5.	57. 29. 44.		
		353. 1. 8. 3. 15.	12. 14. 76.	25430. 19. 39.	
		Pagodas		85364. 12. 37.	

1878

1788 Febry	10th	By Amount Brought Over Pagodas	80661. 23. 5.	
	"	By Balance due to the Estate	4702. 31. 32.	
		Pagodas	85364. 12. 37.	

Chas. Baker
Atty for Defendt.

Filed the 2d. June 1788

Replication

of Henry Alexander of Madras Esquire Complainant to the answer of Nathaniel Edward Kindersly of Fort Saint George Esquire Administrator of all and Singular the Goods Chattles and Effects belonging to Dawsonne Drake Deceased Unadministered by Nathaniel Barlow Deceased Defendant

This Repliant saving to himself all advantage of Exception to the Defendants said Answer for Replication thereunto saith that all and every the Matters and things in and by his said Bill of Complaint already said he will Justify maintain and prove to be good certain and Sufficient in the Law to be Answered unto in such manner as the same are therein set forth and declared and that the Answer of the said Defendant is very untrue and insufficient in the Law to be by this Repliant Replied unto for divers Manifest Imperfections & uncertainties therein Contained the benefit of Exception whereunto being now and at all times saved unto this Repliant, And this Repliant saith that it is true what he hath set forth and Charged in his Bill of Complaint, that the Defendant as Administrator as aforesaid doth stand Justly and truely indebted unto this Repliant in the full and Just Sum of Four thousand Seven hundred and fifty Seven Pagodas thirty Seven Fanams

and thirty One Cash, Except the Sum of Four Hundred and Twelve Pagodas three Fanams and Seventy Six Cash, being the Amount of a Dividend on three new Consolidated Bonds with this Repliant as Security for the debt, owing him by the Estate of the Deceased Received by this Repliant on the fifteenth day of December One Thousand Seven hundred and Eighty Six, and by mistake not inserted in the Account annexed to this Repliants Bill, and the Interest on the said Sum of Four hundred and Twelve Pagodas Three Fanams and Seventy Six Cash from the said Fifteenth day of December One Thousand Seven hundred and Eighty Six, to the Tenth day of February One Thousand Seven Hundred and Eighty Eight, amounting to the Sum of Four hundred and Sixty Nine Pagodas, three Fanams and Fifty Six Cash, which being deducted from the Balance of this Repliants said Account makes the Debt owing unto him by the Defendant as Administrator as aforesaid, Amount to Four thousand Two hundred and Eighty Eight Pagodas Thirty three Fanams and Fifty five Cash, which this Defendant saith, it was the duty of the said Defendant, in faithfull discharged of his Trust, to have paid unto this Repliant, and to have taken upon the Mortgaged Securities, remaining in his this Repliants hands which would be more Advantageous and beneficial to the Estate, than by opposing the said Just demand, upon Grounds which have no Manner of Relation to or Concern with the present Suit and Action, which this Repliant saith is very

clear

clear and simple and Cannot admit of any legal Objection and this Repliant saith that it Appears by the Defendants own shewing that this Repliants demand doth arise upon sundry accounts stated between him and the former Nathaniel Barlow and the sundry Attornies and Representatives employed by him, in the Managemnt of the Estate of the said Dawsonne Drake Deceased, and this Repliant saith that the Defendant never did object to the demand that he this Repliant made on him during his this Repliants stay at Madras but did express a desire of Paying the same, and a Concern that it was at that time out of his power so to do, for want of Assetts, and there being some Judgment Creditors of the said Estate then unsatisfied in their demands. And this Repliant further saith, that upon such different Settlements of Accounts, Interest must and does in Course accumulate, that the same did not arise from a backwardness in him to Receive the full amount of the Debt owing to him by the Estate of the Deceased, which this Repliant was always willing to Receive. And this Repliant therefore saith that the Defendant hath set forth the Several matters Contained in his Answer, Relative to this Repliants Accounts, without paying that due Attention to them, which they deserved, and this Repliant cannot therefor allow that the same has been done, or that the said Answer is, any way calculated towards the charge of the Defendants duty as Administrator of the said Estate, but merely to answer the purposes of litigiousness and Vexation. And this Repliant Saith, that the Defendants

Narrative

Narrative doth Contain Matters which are by no means necessarily inserted, by way of Answer, because, they are foreign to, and wide out of the question of the charge made on him by this this Repliant, and particularly that part thereof wherein the Defendt hath ludicrously set forth, the Circumstances which hindered Necessary this Repliants Returne to India, and the Compensation he demanded on that Account from the former Administrator, and all that, in a manner, as if expressed by same words in the said Bill, altho no such Circumstances nor any such words are therein set forth. Therefore the said Answer doth thereby tend Rather to Misrepresent Facts than to illustrate them upon, fair grounds of objection, which only it was the duty of the Defendant to have done, and have observed in his answer to this Repliants Bill.

And this Repliant doth deny that he made a demand of twelve per Cent as a Compensation for his having been Obliged to Return to India to Recover his Money from the Administrator, but he demanded the same as a Just and legal Right, & whereto the Administrator did Agree and Consent to, after the same having been Referred to, and the Opinions of Men of knowledge and experience had thereon and whose Opinions were grounded on what had been done by others under like Circumstances of failure in Agreements, entered into in India to be performed in England. And this Repliant saith that it is by no means Regular and proper that the Defendant should dispute or object to Accounts so just in themselves and which have been so Repeatedly acknowledged

Acknowledged to be so, by the Administrator and by his Attornies and Agents upon full Conviction of the same being so, and after they had the advice and Opinions of Gentlemen of the Profession, and after sundry Law proceedings had been had thereupon; and in Order more fully to shew which this Repliant saith that some time in March One Thousand Seven Hundred and Eighty five, he this Repliant came to an agreement and settlement thereupon with John Menzies Esquire now Sir John Menzies Baronet, and Mr. Peter Walker Attornies to Nathaniel Bailow Deceased Administrator of the Estate of the said Dawsonne Drake, for the purpose of finally closing all demands against the said Estate by this Repliant, whereby this Repliant did then agree to take an Assignment from the aforesaid Administrator of a Debt due by Antonio De Souza as absolute, which was before only Conditional, amounting to the Sum of Eight thousand Nine hundred and thirty two Pags. Twenty one fanams and Seventy Cash, and to allow Interest thereon, so far back as the fifteenth day of august One thousand Seven hundred and Eighty three, which this Repliant did at a great Risk because at the time of such Agreement and settlement, there was an appeal and Cross appeal before his Majesty in Council, touching the Right of demand of the said sum by the said Administrator from the said Antonio de Souza, And further, that Interest of twelve per Cent per Annum should be allowed on the Balance that might Appear due on such Settlement of Accounts, and that Security should be given for the Payment of such Balance, as may more particularly and at large

large appear by Copy of a Memorandum of such Settlement, under the Eighteenth day of the said Month of March One Thousand Seven hundred and Eighty five aforesaid, mutually signed by the said John Menzies and Peter Walker hereunto Annexed for the inspection of this Honble Court which this Repliant prays may be Admitted as part of this his Replication, the Original whereof being in this Repliants possession and Ready to be produced when properly called for. And this Repliant further sheweth, that some difficulties did thereafter Notwithstanding arise between the said John Menzies and Peter Walker as Attornies to the said Administrator touching the performence of the said settlement of Accounts as aforesaid Relateing to the delivery of the Securities engaged to be lodged for the Payment the Balance of the said Account as aforesaid. But on the fifteenth of the Month of April following they came to another Settlement and the Charges incurred upon the aforesaid disputes were agreed disputes were agreed by the said John Menzies and Peter Walker as Attornies to the said Administrator to be added in the said Account and the same were agreed by Charles Bromley late an Attorney of this Honble Court, to be added in the Account Current between this Repliant and the Estate of the said Dawsonne Drake, and were accordingly added in the said Account Current Amounting to the several Sums of Three Hundred and forty two Pagodas and thirty two fanams, and Three hundred and forty Six

Pagodas

Pagodas and Eighteen fanams Making to gether the Sum of Six Hundred and Eighteen Nine Pagodas and ten fanams, whereupon this Repliant had not any interest, further than to pay the Amount thereof to the said Charles Bromly, whenever he should Receive the Amount of the sum due upon the said Settlement of Accounts on the fifteenth day of April aforesaid which Amounted to the Sum of Seven Thousand One Hundred and three Pagodas forty fanams and Eleven Cash, But the said John Menzies and Peter Walker not paying the same, he did on or About the seventh day of July following file a Bill of Complaint Against them in this Hon'ble Court, Whereby they had a fair opportunity of disputing the same if not Justly due and owing but this Repliant saith that a further and final Settlement did thereafter take place between the said John Menzies and Peter Walker, and the said Nathaniel Barlow the Administrator as aforesaid, whereby it was agreed that the said Bill of Complaint and all proceedings thereupon should be withdrawn, and that the said Nathaniel Barlow should give unto this Repliant the Bond and Assignment Copies whereof are annexed unto this Repliants Bill of Complaint, and in Performance whereof, this Repliant did accordingly withdraw his said Bill of Complaint, and the said Nathaniel Barlow did on the first day of December in the said Year of Our Lord, give and grant the said Bond or Obligation and the Assignment of the Securities therein mentioned, and this Repliant saith that he hath no Accounts, than that for the Balance of which said Bond was given, except that Account resulting therefrom, the

the Balance whereof is the Sum of Four Thousand two hundred and Eighty Eight Pagodas thirty three fanams and Fifty Two Cash.

And this Repliant further saith that the Charge of Six Hundred and Eighty Nine Pagodas and Ten fanams for Attornies Fees admitted and passed in Account between this Repliant and the said John Menzies and Peter Walker in April One Thousand Seven Hundred and Eighty five, together with Interest and other Charges made up to the day of the date of the said Nathaniel Barlows Bond to this Repliant, did amount to the Sum of Seven Hundred and Forty Pagodas and thirty Nine fanams and for which said Sum this Repliant saith he hath been held responsible by the Executors of the said Charles Bromley, to whom this Repliant did pay on that Account the Sum of three hundred and Seventy Seven Pagodas, Twelve fanams and Sixty Five Cash in part of the said principal Sum of Seven Hundred and Forty Pagodas and Thirty Nine fanams the proportion the said Charles Bromley had in the said Bond of Seven Thousand Six hundred and Thirty Six Pagodas Twenty Six fanams and Seventy five Cash, and Consequently is Responsible for Interest on the said proportion in order more fully to shew which this Repliant prays to annex hereunto Copy of a Receipt for the said Sum of Three hundred and Seventy Seven Pagodas Twelve fanams and Sixty five Cash from Elizabeth Bromley Executrix of the said Charles Bromley.

And this this Repliant in Order more fully to shew

Shew the nature of his transactions and the accounts thereupon, which prove the Estate to be the Debtor of this Repliant in the Sum of Money for which the Bond in Question was given by the said Administrator Nathaniel Barlow, prays to annex a Copy thereof hereunto, and this Repliant not having any other accounts with the said Estate thant what ever therein Contained, and that upon which his present Suit is founded, he denies all further Sums of Money to be Just, which the Defendant would now bring to account. — And this Repliant saith that he was always wil=ling to have given the Defendant any explanation he might Require relating to his transactions with the administrator of the Deceased, and with his attornies and agents also but the Defdt never did during this Repliants being in India express any such desire, but on the Contrary, was perfectly satisfied with the Just=ness of this Repliants demand, which if the Defendant had done, this Repliant might have been more guarded, and have left instructions accordingly with his Attornies, But this Repliant Saith that notwithstanding the Defendant hath discovered such a desire, to involve and Render intricate the account between him and the Estate, and to pass Reflections thereon which are neither Mercantile nor professional, this Repliant doubts not that the same will be adjudged very insufficient to affect in any degree his Right of demand on the Estate of the said deceased, But that this Honble Court will be pleased to order and Decree the Defendant to pay him this

this Repliant the aforesaid Sum of Four Thousand two hundred and Eighty Eight Pagodas Thirty three fanams and Fifty Five Cash with Interest and Costs. —

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

H. J. Du Puy
atty Repliant

Copy of an Agreement between the Repliant and the attornies of N. Barlow administrator of the Deceased Dawsonne Drake. —

Fort Saint George 18 March 1785

In Order finally to Close all Demands against the Estate of Dawsonne Drake by Henry Alexander. —

It is Proposed and Acceded to by the Parties hereto, that the debt due to the Estate from Mr. De Souza be accepted by Major Alexander absolutely and fully as Cash — all Accounts to be made out and adjusted with Interest at the Rate of 12 per Cent per annum, and whatever Ballance may be found due to Major Alexander to be Secured by Mortgage of a Bond of George Moubray for principal and Interest amounting to 1200 Pags. a Claim on the Company amounting to 2500 Pags. Mr. Sykes Bond for Pags. 6888. and a Sett of Bill on Bengall for Pags. 2000. redeemable in three Months by the Attornies of Nathaniel Barlow the Administrator of the Estate of Dawsonne Drake Esqr. Deceased. —

Witness
Chas. Bromley
Edward Ellis

John Menzies
Peter Walker
attornies to Nathl. Barlow
admor. to D. Drake Deceased
Henry Alexander

true Copy
H. J. Du Puy
atty Repl.

(1889)

Dr. Nathaniel Barlow Administrator to the Estate and Effects of Dawsonne Drake deceased in Account Current with Henry Alexander

(1890) Cr.

1780 Feby.	1st.	To the amount Principal of the Deceaseds Bond under date the 1st. February 1777 payable in England in 5 Years with an Interest of 5 per Cent per annum	37500.	"	"
		To Interest from the 1st. February 1780 to the 1st. Feby. 1784 @ 12 per Cent per Annum as Settled and Adjusted by your Attornies Messrs. Johnson and Walker	18000.	"	"
		Pagodas	55500.	"	"
1784 Febry.	1st.	To Balance Brought down	14685.	"	18.
		To Interest on Pagd. 14.685. 18 from 1st. Febry. 1784 to the 22 March 1785 is 1 Year 1 Mo. & 21 Dt. @ 12 ₱ Cent ₱ Annum	2011.	30.	33.
		Earr. Over Pagodas	16696.	30.	51.

1783 Febry.	27.	By Cash Received from your Attornies Messrs. Wasey and Johnson by my Attornies Messrs. DeCastro Pelling and DeFries a Dividend of 25 ₱ Cent on the principal of the Deceaseds Bond to me	9375.	"	"
July	9th.	By the amount Bill of Exchange for 4000 Sa. Rs. drawn by Major Lewis Smith on Major Palmer payable at Sight A Rs. 4296. 4. 8. @ 400 ₱ % Pagodas	1074.	3.	"
	31.	By a Transfer of Messrs. Johnson and Walker as your attornies of a Bond of Doctor Robert Storey	4776.	23.	62.
Septr.	20th.	By the amount Bill of Exchange drawn by your Attornies Messrs. Johnson and Walker on William Johnson at Calcutta for A. Rs. 41000 @ 400 Rs. ₱ % Pa. at 14 days sight	10250.	"	"
	27th.	By the amount purchase of a Quantity of Silver Fillagree	4200.	"	"
Octr.	16th.	By the amount purchase of another Quantity of Do.	669.	"	"
Novr.	10.	By the amount purchase of the House and Grounds at the Luz from Messrs. Johnson and Walker being the property of the late Dawsonne Drake for	8000.	"	"
		By Cash Received of Messrs. Johnson and Walker your Attornies	200.	"	"
1784 Febry.	1st.	By Interest on the following Sums @ 12 ₱ Cent ₱ Annum			

On Pas.	9375.	"	"	11.	4.	1043.	27.	"			
	1074.	3.	"	6.	22.	72.	11.	20.			
	4776.	23.	62.	6.	1.	288.	6.	60.			
	10250.	"	"	4.	11.	447.	21.	"			
	4200.	"	"	4.	4.	173.	21.	48.			
	669.	"	"	3.	15.	23.	14.	78.			
	8000.	"	"	2.	21.	216.	"	"			
	200.	"	"	2.	21.	5.	14.	34.	2270.	9.	"
		By Ballance							14685.	"	18.
		Pagodas							55500.	"	"

By Mortgage Deed of Antonio DeSouza to Dawsonne Drake Esqr. and by the Attornies to the Administrator assigned over to Henry Alexander and which he agreed to Receive Unconditionally in part payment of his demand on the Estate of Dawsonne Drake and for which a Suit has been instituted in the Mayors Court and a Decree Obtained in favour of Same. 8932. 21. 70.

Earr. Over Pagodas 8932. 21. 70.

1784		Brought Over Pagodas	16696	30	51
Febry	1st	To Cash Received by the Deceased in his Life time for House Rent which is Administrator has not brought to acct. as ℘ Mr. Drakes Receipt under date 1st March 1779 ... 130 " "			
		To Interest from the 1st March 1779 to the 22d March 1785 is 6 Ys & 22 ds @ 12 ℘ Cent ℘ Annum ... 94 20 "	224	20	"
		To the Amount of House Rent Received by the Deceased in his Life time as ℘ his Draft on Lieutenant Harcourt Wood House and paid by Captain Nathaniel Bacon which is not brought to Account dated 18th March 1780 ... 90 " "			
		To Interest from the 18th March 1780 to the 22d March 1785 is 5 Ys & 4 ds @ 12 ℘ Cent ℘ Annum ... 54 4 "	144	4	"
		Pagodas	17065	18	51

Fort Saint
March

1785 March	22d	To Ballance Brought down	6414	32	11
April	15th	To amount Bill of Fees left in the possession of Messrs. Menzies & Walker as Atty to the Admor to which no objection has been Made	342	32	"
		To amount Bill of Fees for Business not Belonging to the Hon'ble the Mayors Court	346	18	"
		St Pagodas	7103	40	11

Fort Saint
E. E.

1785 April	15th	To Ballance Brought down	7103	40	11
Novemr	30th	To Interest for 7 Ms and 15 ds from 15th April to this day @ 12 ℘ Cent ℘ Annum	532	28	64
		Pagodas	7636	26	75

Fort St George

		Brought Over Pagodas	8932	21	70
		By Interest on Pagt 8932. 21. 70. from the 15th Augt 1783 to the 22d March 1785 is 1 Yr 7 Ms & 7 ds @ 12 ℘ Cent	1718	"	50
1785 March	22d	By Ballance	6414	32	11
		Pagodas	17065	18	51

George 22d
1785 E. E.

1785 April	15th	By Ballance due	7103	40	11
		St Pagodas	7103	40	11

George June 1785

1785 Novem	30	By Ballance due	7636	26	75
		Pagodas	7636	26	75

30th Novr 1785
E. E. ℘

H. Alexander
true Copy

Hy Dic Puy
atty Compt

(1893)

Madras 4th December 1787

Received of Major Henry Alexander the Sum of three Hundred and Seventy Seven Pagodas Twelve fanams and Sixty five Cash being in part of the Principal Sum of 740. Pag.s 39. fan.s the late Mr. Bromley's share which is encluded in Mr. Barlow's Bond to Major Alexander Dated the first of December 1785. for the principal Sum of 7636 Pag.s 26. 75. bearing Interest at 12 ℘ Cent ℘ Annum.

(Signed) Eliz: Bromley
Ext.r to the late Mr. Bromley

true Copy

Hy Du Puy
att.y Compl.t

Pag.s 377. 12. 65.

Filed the 19th Aug.t 1788

Rejoinder Nathaniel Edward Kindersley of Fort Saint George Esq.r Administrator of all and Singular the goods Chattels and Effects of Dawsonne Drake Deceased unadministered Nathaniel Barlow Deceased Defendant to the Replication of Henry Alexander of Madras Esquire Complainant

The said Defendant as Administrator as aforesaid now and at all times hereafter saving and reserving to himself all and all manner of Benefit and Advantage of Exception to the Many Errors Uncertainties and Insufficiencies in

(1894)

the Complainant said Replication Contained for Rejoinder thereunto saith that having already in his answer to the said Repliants Bill of Complaint Stated every thing in as full a manner as he was capable of doing and having also assigned the Reasons which he thought rendered it incumbent upon him so to do he hath nothing further to say or to trouble this Hon.ble Court with relative to the Demand made by the said Repliant This Hon.ble Court this Defendant saith is already Acquainted with the Motives which operated with this Defendant in mentioning the Matter contained in his said Answer and however the said Repliant may think proper to attribute the same to a Spirit of Litigation he trusts that from the Situation in which he stands with regard to the Many Claimants there are to the Property of the said Dawsonne Drake and under the Conviction he bears in his Own mind of the Various abuses committed against the Estate that this Hon.ble Court will Consider him perfectly warranted in the part he has Acted and in which this Defendant most Solemnly declares he has not been in the Slightest Decree actuated by any Malevolence or Ill will towards the said Repliant whatsoever but only to justify himself This Defendant Admits that he did not object to the Demand when first made by the said Repliant and therefore he was the more surprized to find that the said Repliant had filed a Bill in this Hon.ble Court against him as Administrator to the Estate and Effects of the said Dawsonne Drake after the

Assurances

Assurances given by this Defendant that he would Discharge the Demand of the said Repliant as well as every other after some Judgement Creditors were Satisfied and whom this Defendant saith he repeatedly represented to the said Repliant he was under a Necessity by Law to pay first — But this Defendant saith Notwithstanding the Many Representions both by him and his Attorney at Law made to the said Repliant Respecting the Impossibility of his the said Repliants debt being paid before Judgment Creditors the said Repliant continually importuned this Defendant to satisfy his the said Repliants Demand prior to any other urging with all his Eloquence such reasons as he thought would be sufficient to induce this Defendant to comply there with and this Defendant hath every Reason to suppose and firmly believes that it was his non Compliance therewith which alone provoked the said Repliant to file his said Bill of Complaint the doing which this Defendant saith was his frequent Threat upon this Defendants refusing to pay him his Money first altho he this Defendant as frequently remonstrated against it upon the Grounds of the hardship it would be upon the Estate of the said Dawsonne Drake of which such very Large Sums had already been expended in Law Proceedings and Likewise Observing to the said Repliant how Little it would tend to Promote the Discharge of his Demand in the way he seemed desirous to Effect it Notwithstanding which this Defendant saith the said Repliant persisted in

Filing his said Bill and now attempts to Charge this Defendant with Litigiousness for putting in the Answer he has therein — This Defendant further saith that with Respect to the said Promise of Payment which the said Repliant Asserts this Defendant made it cannot be supposed to have been this Defendants Intention to have paid any but just Debts that previous to the filing of the Bill by the said Repliant this Defendant was not acquainted with the Particulars of Nature of the said Repliants Demand and that in the Mention made of it at different times by the said Repliant to this Defendant the Bond was the only thing taken Notice of Course this Defendant saith he made the same Promises of discharging it as he did to every other demand he deemed just and uncontrovertible and upon the Grounds of its being so he should have in all probability paid it had not the said Repliant by taking the unnecessary Step of filing a Bill furnished him with the Means of investigating the said Demand and reduced him to the Necessity of setting forth at Large the Various matters and things contained in his Answer and which this Defendant humbly insists in the Situation his Affairs became a Matter of Necessity and so he hopes this Honble Court will be of Opinion.

This Defendant saith it was not his Intention to have troubled this Honble Court in this his Rejoinder with more than the few Words Requisite to have brought this Cause to an Issue had he not been impelled by the Charge of Litigation and Vexation brought against him by the Defendant to inter-

into this Vendication of himself and he humbly hopes that if a Spirit of Strife and Contention is at all evident this Honble Court will be of Opinion that same has Originated with the said Complainant by unnecessarily filing his Bill of Complaint against this Defendant and not with this Defendant by answering the same in the Manner he has done.

All which matters and things This Defendant is ready and willing to verify maintain and prove as this Honble Court shall direct and most humbly Prays as in and by his said answer he hath already prayed.

Cha. Baker
Atty for Defendt

Interrogatories to be administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause Depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein Henry Alexander of Madras Esquire is Complainant and Nathaniel Edward Kindersly Administrator of the Estate and Effects of Dawsonne Drake Late of Fort Saint George Esquire Deceased Unadministered by Nathaniel Barlow Deceased is Defendant

On the Part and behalf of the Defendant

1st Interrogatory Do you know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and which of them how long have you so known them or either of them and which of them.

2d Interrogatory Were you or were you not Previous to the Commencement of the Present Suit Spoken or applied to by the above Named Complainant respecting the

Payment of his Demand upon the Estate of the said Dawsonne Drake do you or do you not recollect what passed at the time of such application If yea relate the whole of what passed at the time of such application to the best of your Recollection and Belief

3. Interrogatory Lastly do you know of any other Matter or thing or have you heard or can you say any thing touching the Matter in Question in this Cause that may tend to the Benefit or Advantage of the said Defendt If yea Declare the same as you know of

Chas. Baker
Atty for Deft.

Mayor's Court at Madraspatnam

Between Henry Alexander of Madras Esquire Complainant and Nathaniel Edward Kindersley administrator of the Estate and Effects of Dawsonne Drake Late of Fort Saint George Esquire Deceased Unadministered by Nathaniel Barlow Deceased Defendant

On the Part of the Defendant

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

Charles Baker Attorney to the Hon'ble Mayor's Court Aged about twenty Seven Years being produced as a Witness in this Cause on the Part of the Defendant was on the first day of December One Thousand Seven hundred and Eighty Eight Signified at the Office of Mr. Henry Du Puy who is Attorney for the Complainant by one of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Henry Alexander in this Cause, and that he hath so known him about four Years and that he doth know the Defendant Nathaniel Edward Kindersley in this Cause, and that he hath so known him

three years or thereabouts - and more he saith not to this first
Interrogatory.

2. ..... To the Second Interrogatory this Deponent Saith, that he was spoken to previous to the commencement of the present suit by the said Compl.t respecting the payment of the said Complainants Demand upon the Estate of the said Dawsonne Drake. This Deponent further saith, that the said Compl.t expressed great Solicitude to obtain payment of his said demand prior to a judgment debt which then remained unsatisfied, and which he urged this Deponent to do his endeavours to effect notwithstanding this Deponent observed the impropriety of the Request made by the said Complainant, and how impossible it was for him to suggest a thing of the kind to the said Defendant - reminding him the said Complainant, that from the Nature of his own demand, which was only on bond, that the beforementioned judgment debt had in Law a preference. This Deponent saith that the said Complainant finding that he was not likely to obtain payment of his aforesaid demand in the way he wished, expressed his determination of commencing the present suit against the said Defendant as administrator to the Estate of the said Dawsonne Drake, which this Deponent endeavoured to dissuade him from doing, adding that from what this Deponent had heard the said Defendant say, he had Reason to believe that the said Complainants demand would be Satisfied, when all preferable claims were answered: and Observing that if the said Compl.t took such a step, it might

Might instead of accelerating the payment thereof, be the means of Retarding it - and more he saith not to this Second Interrogatory.

To the last Interrogatory this Deponent saith, that the said Complainant did call at this Deponents apartements several times, always expressing his wish to have his aforesaid demand Satisfied in the manner mentioned by this Deponent in his Deposition to the second Interrogatory - and this Deponent saith, that from the conversations he had at different times with the Defendant, at the time the suit in question was instituted, he has every reason to believe and is firmly persuaded, that the said Defendant in putting in the Answer he has done to the said Complainants Bill, and in stating the several matters therein contained, was actuated by no other motive than to comply with what he thought was incumbent upon him in the Capacity of an administrator in which he acted, in consequence of the Bill being filed against him by the said Complainant - And that the Conduct of the said Defendant respecting the aforesaid suit has been in no one instance such as can with justice come under the imputation of being termed litigious or vexatious. - and more saith not to this last Interrogatory.

Joseph Sharpe
Ex.

Chas. Baker

Mayor's Court at Madraspatnam } Saturday the 13 day of December Anno Domini 1788

Present

Edward Garrow Esquire Mayor

Sir John Menzies Baronet Robert Ewing and Andrew Ross Aldermen

Between Henry Alexander of Madras Esquire Complainant and Nathaniel Edward Kindersly Administrator of Dawsonne Drake late of Fort Saint George Esq. Deceased Unadministered by Nathaniel Barlow Deceased 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 Copys of Three Exhibits Annexed, The Defendants Answer with Copys of Two Exhibits Annexed, The Replication with Copys of Three Exhibits annexed, The Rejoinder, The Interrogatories and Deposition on the part of the Complainant On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly

Order

Order and Decree that the Defendant shall pay unto the Complainant out of the Estate and Effects of Dawsonne Drake Deceased the full and Just Sum of Four Thousand Seven Hundred and Fifty Seven Pagodas Thirty Seven Fanams and Thirty One Cash (Pagodas 4757. 37. 31.) deducting therefrom the Sum of Four Hundred and Twelve Pagodas Three fanams and Seventy Six Cash (Pagodas 412. 3. 76.) being the Amount of a Dividend on Three New Consolidated Bonds which the Complainant has omitted giving the Defendant Credit for together with all such Interest as now is or shall hereafter become due thereon untill full payment is made from the 15th day of December 1786 to the 10th February 1788 Making Four Hundred and Sixty Nine Pagodas Three Fanams and Fifty Six Cash (Pagodas 469. 3. 56.) which will make the Sum of Four Thousand and Eighty Eight Pagodas Thirty Three fanams and Fifty Cash (Pagodas 4288. 33. 55.) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made and it is further Ordered and Decree that each party do pay their own Costs.

Cur

Filed 6th Octr 1788

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court your Orator Samuel Chaplin of Fort Saint
George Merchant that Simon Da Silva of Madras India Inhabt
Stands justly and truely indebted unto your Orator in the full
and just Sum of Forty Eight Star Pagodas Thirty Nine fa-
nams and One Cash Current Money of Madras making in
Sterling Money of Great Britain at the rate of Eight Shillings
for every Pagoda the Sum of Nineteen Pounds and Twenty
Shillings or thereabouts as does more particularly and at
large Appear by the Opy of an Account Current 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 of which is in Your Orators
Possession and Ready to be produced to this Honble Court when
required and Your Orator further Sheweth unto this Honble
Court that he hath frequently and in an Amicable Man-
ner requested payment of the said Sum of Forty Eight Star
Pagodas Thirty Nine fanams and One Cash from the
said Simon De Silva

But now so it is May it please this
Honble Court the said Simon De Silva Obstinately and

Wilfully refuses to pay the same or to give Your Orator any Manner of Satis-
faction touching the premises your Orator therefore prays all General Relief
such as to this Honble Court shall appear agreeable to Equity and
Good Conscience to the End therefore that the said Simon de Silva
may upon his Corporal Oath full true Direct and perfect answer
Make to all and Singular the Matters and things herein before
Set forth and alledged as fully truely and Effectually to all intents
and purposes as if the same were hereagain Recited and Particu-
cularly Interrogated and that he may be Decreed to pay unto
Your Orator the aforesaid Sum of Forty Eight Star Pagodas Thirty
Nine fanams and One Cash with all such Interest as now is or
shall hereafter may become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the
said Simon De Silva 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 ap-
pointed and Appointed then and there to Answer this Your Orators
Bill of Complaint and further to Stand to and by such Order &
Decree therein as to this Honble Court shall seem Meet

Fort Saint George 6th Octr 1788
This Bill was Shewn to me in the
Days of Adjournment the Summons
issue and returnable Next Court day

Edwd Garron
Mayor

Chas Inglis
Atty for the Compt

(1907)

D.r Simon De Silva in Account Current with Samuel Chaplin

1787 June	23	To Amount of your Note of hand of this date	22.	29.	1788 Sept.r 30.th	By Ballance	48.	39. 1.
1788 April	30.th	To Amount of a Bill as for particular	21.	30.	49.			
1788 Sept.r	30.th	To Interest on the above Sums to their respective dates at 12 P.r Cent P annum						
		On Pag.s 22. 29. 1. 3. 7. 3. 21. 23.						
		Ditto 21. 30. 49. 5. " 1. 4. 9.	4.	25.	32.			
			48.	39.	1.			

S. Pagodas 48. 39. 1.

Fort S.t George
30.th Sept.r 1788
E. E. J.

Samuel Chaplin

Abrue Copy
Cha.s Ingles
Atty for the Compl.t

(1908)

Mayors Court at Madraspatnam

Tuesday the 16.th day of December Anno Domini 1788

Present

Edward Garron Esquire Mayor

William Webb and Josias Du Pré Porcher

Aldermen

Between Samuel Chaplin of Fort Saint George Merchant Complainant and Simon De Silva 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 Forty Eight Pagodas Thirty Nine Fanams and One Cash (Pagodas 48. 39. 1.) together with all such Interest as Now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Heer

Filed 27th April 1787

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaineing Sheweth unto this Honble Court your Orator Sarguis Apays of Madras Mer=chant that Shake Abdool Rozack of the same place Merchant Stands justly and truly indebted unto Your Orator in the full and Just Sum of One hundred and thirty Six Pagodas Cur=rent Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the sum of Fifty four Pounds and Eight Shillings as will more fully and at large Appear by Quis of a Bond or Obligation and an Account Current hereunto annexed for the Inspection of this Honble Court and 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 Shake Abdool Rozack of the said Sum of One hundred and Thirty Six Pagodas.

But Now so it is May it Please this Honble Court the said Shake Abdool Rozack Obstinantely 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

Court shall appear agreable to Equity and good Conscience

To the End therefore that the said Shake Abdool Rozack may upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and alledged as fully truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particu=larly Interrogated And that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and thirty six 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 Shake Abdool Rozack to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam & 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 thereon as to this Honble Court shall seem Meet

This April 1787

This Bill was shewn to me in the days of Adjournment of the Complainants having Sworn to the Justness of his Demand and that he the said Complainant hath Reason to believe that the Defendant will Abscond from the Presidency on hearing that a Bill is filed against him let a Summons issue immediately and a Warrant of Arrest issue thereon

Ja.s Call
Mayor

Jas. Baker
Atty for Compl.t

Know all Men by these Presents that I Shake Abdool Rozack of Madras Merchant am held and firmly bound unto Mr. Sarquis Assays also of the same place Merchant in the Penal Sum of Two hundred Star Pagodas Current Money of Madras to the Payment whereof well and truely to be made to the said Sarquis Assays his heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my hand and Seal in Madras this Twenty second day of July in the Year of Our Lord One thousand Seven hundred and Eighty three

Whereas the above bound Shake abdool Rozack hath Borrowed and received of the above named Sarquis Assays the full and Just Sum of One hundred Star Pagodas to run at Interest after the rate of Twelve per Cent ℘ Annum Payable in Two Months from the Date hereof

Now the Condition of this Obligation is such that if the above bound Shake Abdool Rozack his Heirs Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto the said Sarquis Assays the full and Just Sum of One Hundred Star Pagodas in Two Months from the Day of the Date hereof as aforesaid together with such Interest as shall or may become due thereon then this Obligation to be void and of no Effects otherwise to remain in full force and Virtue

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

John Maddx

A true Copy

Chas. Baker

Dr. Shake Abdool Rozack in Account Current with Sarquis Assays Cr.

1783 July	22	To the Amount of your Bond or Obligation of this Date payable with Interest in two Months for	100	"	1786 July	22	By Balance due	136 " "
1786 July	22	To Interest on Do. to this Day being 3 Years at 12 ℘ Cent ℘ Annum	36	"				
		Pagodas	136	"			Pagodas	136 " "

Fort St. George 22 July 1786

C. C. ℘ The Mark + of Sarquis Assays

A true Copy

Chas. Baker

(1913)

Filed 27th April 1787

In the Honble the Mayors Court at Madraspatnam

Between Sarguis Asays of Madras Merchant is Complainant and Shake Abbool Rezacks of the same place Merchant Defendant

Sarguis Asays the above Named Complainant Maketh Oath and Saith that Shake Abdool Rezack the above Named Defendant is justly and truely indebted unto this Depment in the full and Just Sum of One hundred and thirty Six Pagodas Current Money of Madras and that he this Depment hath Reason to believe that the above Defendant will Abscond from the Presidency on hearing that a Bills filed against him

Sworn at Fort S.t George before me this 27th day of April 1787

The + mark of Sarguis Asays

Jn.o Call
Mayor

(1914)

Filed 26th June 1787

The Answer of Shake Abdool Rezacks of Madras Merchant Defendant to the Bill of Complaint of Sarguis Asays of the same Place Merchant Complainant

This Defendan now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the Many Errors, Uncertainties, Mistakes Insufficiencies and Imperfections in the said Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as he this Defendant is advised is material or necessary for him to make answer unto, he Answereth and saith, that he admits that in the Year One Thousand Seven Hundred and Eighty three, having Occasion for a Sum of Money, he applied to the Complainant for the Loan of One Hundred Pagodas, who agreed to lend the Same, and this Defendant duly executed a Bond or Obligation to the Complainant for the said Sum, on or about the Twenty Second Day of July which was in the said Year One Thousand Seven Hundred and Eighty three, and delivered the same to the said Complainant who promised to send the said Sum of One Hundred Pagodas in the Evening of the same Day, but to the great Astonishment of this Defendant after sending and waiting for the Money for Five or Six Days, the Complainant declared he had not any ready Money but that he would give Liquor in lieu and to the Value of One Hundred Pagodas, accordingly he sent a Measure of Claret to this

Defendant, and the same appearing to be good, this Defendant took Twenty five Dozen of Claret at Four Pagodas for every Dozen, on account of the said Bond the Complainant agreeing and positively undertaking that the whole of the said Claret should be equally good with the Muster; on the succeeding day this Defendant contracted with a Merchant and sold the whole of the said Claret to him, but when the said Wine came to be opened and tried, the Merchant immediately returned the whole to this Defendant as sour and unsaleable, this Defendant highly incensed at the truely dishonest Conduct of the Complainant, went to him and desired him to receive all the Wine back again, it not being merchantable, and return the Bond of this Defendt. to this the Complainant flatly objected, and several high Words passed on the Occasion; this Defendant finding it impossible to prevail upon the Complainant to take back his sour Wine, took the same and deposited it in the House of Thadeus Agapeery Callander an Armenian Merchant since Deceased, and preferred a Complaint to Robert Barclay Esquire, Deceased, then acting Justice of the Peace, who sent Talliars to apprehend the Complainant, who absconded at that time, but soon after went to the said Thadeus Agapeery Calender, and told him he would take back his Wine and give up the Bond of this Defendant, but this he omitted to do, at last he however went again to the said Thadeus

Thadeus Agapeery Callender and desired him to convert all the Claret into Vinegar, it was even too bad to convert into Vinegar, the whole of it was destroyed, the empty Bottles sold, and the price of them paid unto the Hands of the Complainant in the presence of the said Thadeus Agapeery Calander, shortly afterwards this Defendant was obliged to go up the Country upon Business, and did not hear any more of the Complainant, till the Year One Thousand Seven Hundred and Eighty Six, when he delivered the said Bond of this Defendant to Mr. Peter Walker One of the Attornies of this Horble Court, who wrote thereupon to this Defendant, and desired him to discharge the same, this Defendant waited upon the said Mr. Peter Walker and so fully explained and so apparently satisfied him respecting the whole of the Transaction, that no further Notice was taken of the same by the said Mr. Peter Walker. This Defendant under all these Circumstances which he will in due time prove prays the Judgment of this Horble Court, whether he is in any Manner bound to pay, or whether the Compt. can have any Right of Action for the said Bond, and most humbly prays the said Bill may be dismissed as Litigious with exemplary Costs.

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

D. Spencer
Atty Defendt.

(1917)

Filed 7th August 1787

The General Replication
of Sarques Ajaay of Madras Inhabitant
to the answer of Shaik abdool Rozack
of the same place Inhabitant

The said Repliant Now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception to the Many Errors, Untruths, Uncertainties and Imperfections in the Defendants said Answer Contained for Replication thereunto saith that all and every the Matter and things and by his said Bill of Complaint are good true Certain and Sufficient in the law to be answered unto in such Manner as the same are therein and thereby Set forth and alledged and that the said answer of the said Defendant is very untrue evasive and Insufficient in the Law for this Repliant to make any further or other Replication thereunto and this Repliant also saith again by his said Bill he hath already said does and will aver Maintain all and every thing and things to be true and Certain in such Manner and form as they & every of them therein alledged and Set forth.

All which Matters and things this Repliant is ready and willing to aver maintain and prove as this Honble Court shall direct & Most Humbly prays as in & by his said Bill of Complaint he hath already prayed

Chas. Baker
Compls. Atty

(1918)

Filed the 4th August 1787

The General Rejoinder of Shaik Abdul Rozack of Madras Inhabitant Defendant to the General Replication of Sarques Ajaays of the same Place Inhabitant Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors uncertainties untruths insufficiencies and Imperfections in the Complainants said General Replication Contained for Rejoinder thereunto saith that he will ever Maintain and prove all and Singular the Matters and things contained in this Defendants Answer to be good Certain true and Sufficient in the Law to be Rejoined 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 for this Defendant to make any further or other Answer thereunto Except what he hath before in this answer Set forth.

All which Matters and things this Defendant is ready and willing to verify maintain and prove as this Honble Court shall direct and most Humbly prays as in and by his said Answer he hath already prayed.

D. Spencer
Atty D.ts

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Non Depending and at issue in the Honble the Mayor's Court at Madraspatnam wherein Sarquis Assays is Complainant and Shake Abdul Rozack is Defendant.

John Maddox
Cooty Sawmy
&
Thomas Cornett

On the Part and behalf of the said Complainant

To all the Witnesses 1st Interrogatory Do you know or Do you not know the Parties Complainant and Defendant in the Title of these Interrogatories Named? if yea how long have you so known them or either and which of them Declare

John Maddox & Cooty Sawmy } 2^d Interrogatory Look on the Paper Writing now Produced and shewn to you at this the time of your Examination was the same signed Sealed and Delivered in you Presence and by whom? Were you a Witness to the Signing, Sealing and delivery of such Bond or not? Is your Name Subscribed as a Witness to the same of your own Proper hand writing or not? Declare all that you know or verily belive concerning the same.

Thomas Cornett 3^d Interrogatory Do you know of any and what Promise or offer that was at any time or times and when where and how often made by the Defendant Shake Abdul Rozack or by any Person or Persons and whom by Name by his order or direction or for or on his behalf to the Complainant Sarquis Assays

Assays to Pay off Satisfy and discharge any and what Sum or Sums of Money? If yea did the said Complainant Accept of, or refuse or Reject such offer or Promise or what did he say or Pretend or insist upon at the time or times of such offer or Promise? Declare all that you know or have been Credibly informed and belive Concerning the Matters inquired after in this Interrogatory with the reasons and Circumstances which induce your belief.

To all the Witnesses Interrogatory Do you know of any other Matter or thing or have you heard or can you Setforth any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Complainant besides what you have been before interrogated if Yea Declare the same fully and at large as if you had been thereunto Particularly Interrogated.

Chas Baker
Att^y for Compl^t

Know All Men by these Presents that I Shake Abdul Rozack of Madras Merchant am held and firmly bound unto Mr Sarquis Assays also of the same Place Merchant in the Penal Sum of Two Hundred Star Pagodas Current Money of Madras to the payment whereof well and truely to be made to the said Sarquis Assays his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors

Pag^s 200.

Executors and Administrators firmly by these Presents In Witness
whereof I have hereunto Set my Hand and Seal in Madras
this Twenty Second Day of July in the Year of our Lord One
thousand Seven Hundred and Eighty three.

WHEREAS the above bound Shake Abdul Rozack hath Borrowed
and Received of the above Named Sarquies Ysays the full and
just Sum of One Hundred Star Pagodas to him at Interest
after 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 Shake Abdul Rozack his Heirs, Executors, Administrators
or Assigns shall well and truely pay or Cause to be paid unto the said
Sarquies Ysays the full and just Sum of One Hundred Star Pagodas
in two Months from the Day of the Date hereof as aforesaid together
with such Interest as shall or may become due thereon then this Obli-
gation to be void and of no Effect otherwise to remain in full force
and virtue.

Signed Sealed and Delivered
where no Stamped Paper is to be had
in the presence of
John Maddox

This Exhibit was Shown to Coty Sawmy at the time of his Examination
before me on the Part of the Complainant In a Cause depending In the
Hon'ble the Mayor's Court at Madraspatnam wherein the said Sarquies
Ysays is Complainant and Shake Abdul Rozack is Defendant on the
15th Day of April Anno Domini 1788

Joseph Shawe
Cr.

Mayor's Court at
Madraspatnam

Between Sarquies Ysays Complai-
nant and Shak Abdul Rozackes
Defendant

On the Part of the Complainant

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

Coty Sawmy a Slacker an Inhabitant of the Black Town of Madras
in the East Indies Aged forty Years or thereabouts being produced as a
Witness in this Cause On the Part of the Complainant was on the fifteenth
Day of April One thousand Seven hundred and Eighty Eight Signified
at the Office of Mr Pallion Spencer who is Attorney for the Defendant by
one of my Servants who also left him a Note of the Name Title and Place
of Abode of the said Defendant and Afterwards on the same Day
being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory he this Deponent saith that he does
know Sarquies Ysays the Complainant and has so known
him fifteen Years or thereabouts this Deponent saith that
he does know Shake Abdul Rozackes the Defendant and
has so known him four Years or thereabouts and more he
this Deponent saith not to this first Interrogatory.

2d To the Second Interrogatory he this Deponent saith that he has
looked at the Paper Exhibit now produced and shown to him
at this the time of his Examination and this Deponent saith
that it was Signed Sealed and delivered in his this Deponents
presence

Presence. this Deponent saith he was a Witness to the Signing
sealing, and delivery of such Bond — and what his this Depo-
=nents Name is set and subscribed as a Witness to the same:
and that the said Name Coty Savony set and subscribed
thereto is of his this Deponents own proper hand writing —
— and more this Deponent saith not to this Second Interry —
To the last Interrogatory he this said Deponent saith that
he does not know of any other matter or thing nor has he
this said Deponent heard of any other matter or thing:
nor can he this said Deponent set forth any other matter or
thing nor can he this Deponent depose any other matter or
thing touching the Matters in Question in this Cause that
can any way tend to the Benefit or be of the least advantage
of the Compt. in the title of this Interrys Named — and
more he this said Deponent saith not this last Interry

J. Chase
Ex.

Additional 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
Honble the Mayors Court at Madraspatnam
wherein Sarguis Asays is Complainant
and Shake Abdul Rozack is Defendant —
On the Part and behalf of the said
Complainant

Zackaria Colack
Abraham Angel

To all Witnesses .. 1st Interrogatory Do you know or Do you not
know the Parties Complainant and Defendant in the Title of
these Interrogatories Named. if yea how long have you so known
them or either and which of them Declare: —

Ditto .. 2d Interrogatory Did or did not the above Named Defndt.
in Your Presence Acknowledge the Justness of the Present
Demand Made against him on Bond by the above Named
Complainant if yea when and where was such Acknowledge
=ment Made —

Ditto .. 3d Interrogatory Did not the said Defendant to your
knowledge and in Your Presence Promise to Pay or Settle or
discharge the Amount of the said Bond: If yea do you or do
you not know or recollect in what Manner such Promise
of Paying or discharging the same was Made —

4th Interrogatory Lastly Do you know of any other
Matter or thing or have you heard or can you set forth any
thing

thing touching the Matters in question in this Cause that may tend to the benefit and advantage of the Complainant besides what you have been before interrogated if you Declare the same fully and at large as if you had been thereunto Particularly Interrogated.

Chas. Baker
Allg. for Compt.

Mayor's Court at Madraspatnam

Between Sarquis Assays Complainant and Shake Abdul Rozack Defendant
On the Part of the Complainant

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

Zacharia Polack Merchant of Madras, Aged thirty two years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Seventh Day of November One thousand Seven Hundred and Eighty Eight Signified at the office of Mr. Pullein Spencer woh is attorney for the Defendant by one of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant and hath so known him Six Years or thereabouts

thereabouts — but that he hath only a very slight knowledge of the Defendant — and more he saith not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith that the above named Defendant One day the latter end of October last proposed in his presence to wait upon him at five o'Clock in the evening of the same day and adjust the business by discharging part of the bond in Cash — and for the Ballance to give a fresh bond — and more he saith not to this Second Interry.

3d ..... To the third Interrogatory this Deponent saith that the whole of the present transaction was interpreted to him from the Moorish Tongue — and by which he understood the Defendant did promise to pay the Amount of the said bond — and more he saith not to this third Interrogatory.

To the last Interrogatory this Deponent saith that he doth not know of any thing more that tends to the benefit of the Complainant — and more saith not to this last Interrogatory.

Joseph Shawe
Exr.

Z. Polack

Mayor's Court at Madraspatnam

Between Sarquis Assays Complainant and Shake Abdul Rozack Defendant
On the Part of the Complainant

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

Abraham Angel Merchant of Madras Aged forty Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Seventh Day of November One Thousand Seven hundred and Eighty Eight Signified at the Office of Mr. Pullicat Spencer who is attorney for the Defendant by One of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same day being Sworn and Examined Deposeth as followeth.—

1 ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Sarguis Ajaya in this Cause, and that he hath so known him about twelve Years—and that he doth know the Defendant Shake Abdul Rajack in this Cause, and that he hath so known him about Seven or Eight Years—and more he saith not to this first Interry.—

2 ..... To the Second Interrogatory this Deponent saith that the above Named Defendant in his presence when at Mr. Polacki Shop did Acknowledge the justness of the present demand made against him on bond by the above Named Complainant and promised to discharge the same by paying Thirty Pagodas in Cash—and by giving a fresh bond for the residue—at the same time offering to be come responsible to Mr Baker for the Court Charges—and more he saith not to this Second Interry.

Interrogatory.—

3 ..... To the third Interrogatory this Deponent Saith that the Defendant did Acknowledge in his presence to discharge the Amount of the said bond—and appointed one evening towards the close of the Month of October last to attend at this Deponent's House for the purpose of finally settling the Matter in Question—and more saith not to this Third Interrogatory.—

To the last Interrogatory this Deponent Saith that the Defendant after having agreed to settle the business of the bond at this House—requested that they should adjourn to the House of Mr. Polacki—and there settle the Account of the bond at the same time purposing to this Deponent that if he could accommodate matters in such a manner that only the principal of the bond should be paid he the Defendant would make this Deponent a present of a piece of Cloth—urging that he was poor and unable to pay any Interest when this Deponent observed that every justice would be done him—and more saith not to the last Interrogatory.—

Joseph Shawe
Ex.r

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in a certain Cause Now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Sarquis Assays is Complainant and Shake Abdul Rozack Defendant.

On the part and be half of the Defendant

First Interrogatory To all the Witnesses } 1st. Do you know the Parties Complainant and Defendant in the Title of this Interrogatories Named or either or which of them, how long have you know them or either or which of them respectively Declare the Truth and your Knowledge herein.

To Asshur Mahomed Shaick Chared and Rangapah Naindoo } 2d. Do you or do you not know of any Bond having been given by the Defendant to the Complainant if yea for what sum of Money was the same given did the Complainant advance the Sum of Money mentioned in the said Bond in Cash when was the same advanced was it or was it not advanced at the time the said Defendant executed the said Bond or at some or any and what time after Declare.

To the Same Second Interrogatory } 3d. Do you or do you not know of some or any and what Quantity of Wine having been given by the Complainant to the Defendant if yea of what Quality was the same was it or was it

it not Sound good and Merchantable, and what became of the same. Declare fully.

To the Same Third Interrogatory } 4th. Do you know have heard or belive there were any Money or other Dealings between the Complainant and Defendant do you or do you not know if the Defendant did at some or any and what time demand a Bond to be delivered to him by the Complainant if yea what Bond did he demand why and for what reason did he so demand the Same and did or did not the Complainant return the same or promise to return it Declare the whole as you know have heard or do belive fully with the reasons for such your knowledge and Belief.

Last Interrogatory. Do you know of any other Matters or Things touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Defendant in this Cause besides what you have been Interrogated unto Declare the same fully and at large as if you had been particularly Interrogated thereon.

P. Spencer
Atty Defendt.

Mayors Court at

Madraspatnam

Between Sarquis Assays

Complainant and Shaick Abdul

Rezack Defendant

On the Part of the Defendant

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

Ashur Mahomed Inhabitant of Madras Aged fifty Years or thereabouts - being produced as a Witness in this Cause on the Part of the Defendant was on the first Day of November One Thousand Seven hundred and Eighty Eight Signified at the Office of Mr. Charles Baker who is attorney for the Complainant by on of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Sarquis Assays in this Cause and that he hath so known him about five or Six Years - and that he doth know the Defendant Shaick Abdul Rezack in this Cause and that he hath so known him Eight years or thereabouts - and more he saith not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith that he doth know of any Bond having been given by the Defendant to the Complainant - and more he saith not to this Second Interrogatory.

3d ..... To the third Interrogatory this Deponent saith that he remembers Wine to the Value of One hundred Pagodas having been given by the Complainant to the Defendant - but cannot specify the quantity - but that the Wine was of every bad quality and was therefore thrown away by the Defendant - and more he saith not to this third Interrogatory.

4th ..... To the fourth Interrogatory this Deponent saith that he doth not know of any Money or other dealings between the Complainant and Defendant nor does he know of the Defendant did at any time demand a bond to be delivered to him by the Complainant - and more he saith not to this fourth Interrogatory.

To the last Interrogatory this Deponent saith that he doth not know of any thing more that tends to the benefit of the Defendant - and more saith not to this last Interrogatory.

Joseph Shawe
Exd.

Ashur Mahomed
his ⊙ Mark

Mayor's Court at
Madraspatnam

Between Sarquis Assays Complainant and Shake Abdul Rozack Defendant

On the Part of the Defendant

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

Shaik Chared, Peon, Inhabitant of Madras Aged about forty Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the third day of Novr. One thousand Seven hundred and Eighty Eight Signified at the Office of Mr. Charles Baker who is Attorney for the Complt. by one of my Servants who also left him a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st. . . . To the first Interrogatory this Deponent saith that he doth know the Complainant Sarquis Assays in this Cause and that he hath so known him Seven or eight Years and that he doth know the Defendant Shaick Abdul Rozack in this Cause and that he hath so known him ten Years or thereabouts and more he saith not to this first Interrogatory.

2d. . . . To the Second Interrogatory this Deponent saith that he doth know of a Bond having been given by the Defendant to the Complainant for the Sum of One hundred Pagodas, but that no Cash was advanced this Deponent saith that Claret to the amount in question was delivered to the Defendant about Six Months after the execution of the Bond and more he saith not to this Second Interrogatory.

3d. . . . To the third Interrogatory this Deponent saith that he doth not recollect the quantity of Wine delivered to the Defendant but will remembers it amounted to Pagodas One hundred and that it was not sound on Merchantable and that it was redelivered to the Complainant and more he saith not to this third Interrogatory.

4th. . . . To the fourth Interrogatory this Deponent saith that he doth not know of any Money or other dealings between the Complainant and Defendant but remembers that the Defendt. did demand a Bond to be redelivered to him by the Complainant and that it was the Bond for Pagodas One hundred already mentioned and his reason for making that demand was in consequence of the Wine being bad. This Deponent further saith that the Complainant did not return the Bond and more he saith not to this fourth Interrogatory.

To the last Interrogatory this Deponent saith that he doth not know of any thing more that tends to the benefit of the Defendant and more saith not to this last Interry.

Joseph Shawe
Exr.

his Shaick Chared Mark

Mayor's Court at
Madraspatnam

Between Sarquis Assays Complainant and Shaick Abdul Rozack Defendant

On the Part of the Defendant

Depositions

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

Rungapah Naindoo of Madras Dubash Aged forty three years or thereabouts - being produced as a Witness in this Cause On the Part of the Defendant was on the first Day of Nov.r One thousand Seven hundred and Eighty Eight Signified at the Office of Mr. Charles Baker who is Attorney for the Complainant by One of My Servants who also left him a note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Sarquis Assays in this Cause and that he hath so known him ten Years or thereabouts - and that he doth know the Defendant Shaick Abdul Rozack in this Cause and that he hath so known him fifteen Years or thereabouts and more saith not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith that he doth know of a Bond having been given by the Defendant to the Complainant to the Amounts of One hundred Pagodas - This Deponent saith that the Money mentioned in the bond was not advanced in Cash but for Claret - and that the same was delivered to the Defendant five or Six days after the execution of the Bond - and more saith not to this Second Interrogatory.

3d ..... To the third Interrogatory this Deponent Saith that he doth not know the quantity of Wine delivered to the Defendant by the Complainant - but says it amounted to Pagodas One hundred and further saith that it was bad and unmerchantable and of consequence redelivered to the Complainant - and more saith not to this third Interrogatory.

4th ..... To the fourth Interrogatory this Deponent saith that he does not know of any Money or other dealings between the Complainant and Defendant nor does he know if the Defendant did at any time demand a bond to be redelivered to him by the Complainant and more he saith not to this fourth Interrogatory.

To the last Interrogatory this Deponent saith that the Defendant some time ago prefered a Complaint against the Complainant to Mr. Barcley relative to the bond in question - but the Complainant at that time made his escape from the hands of Justice - and more saith not to this last Interrogatory.

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam } { Friday the 19th of December Anno Domini 1788.

Present

Edward Garrow Esquire Mayor
Vincentio Corbett - Josias Du Pré Porcher
and Andrew Ross — Aldermen

Between Sarquis Assays of Madras Merchant Complainant and Shake Abdul Rozack of the same place Defendant

This Cause Coming on to be Heard and Debated this day in the presence of the Attorneys on both

both Sides on reading the Complainants Bill with Copies of a Bond or Obligation and an Account Current Annexed The Defendants Answer, The General Replication The General Rejoinder, The Interrogatories and Depositions on the part of the Complainant with one Exhibit Annexed The Interrogatories and Depositions on the Part of the Defendant On Hearing the Pleadings made Use of the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Thirty Six Pagodas (Pagodas 136. " ") together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 13th December 1786

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Thomas Monte DeCastro of Madras Inhabitant that Edward Pelling of the same Place Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of One hundred and fifty four Pagodas and thirty two fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Sixty one Pounds and Eighteen Shillings as will more fully

fully and at Large appear by Copys of a Bond or Obligation and an Account Current 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 and your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable Manner Requested Payment from the said Edward Pelling of the said Sum of One hundred and fifty four Pagodas & thirty two fanams.

But now so it is May it Please this Honble Court the said Edward Pelling Obstinately and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said Edward Pelling 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 truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Dureed to pay unto your Orator the aforesaid Sum of One hundred and fifty four Pagodas and thirty two fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Edward Pelling to be Summoned and required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts

Districts thereof Personally to be and appear before the Honble Court at a certain time and place to be by this Honble Court prefixed and and appointed then and thereto Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Sum meet

This 13th December 1786

This Bill was shewn to me in the days of Adjournment and the Complainants having Sworn to the Justness of his Demand and that he the said Compl^t hath reason to belive that the Defend^t will abscond from the Jurisdiction of this Honble Court on hearing that a Bill's filed against him Let a Summon issue immediately and a Warrant of Arrest issue thereon.

Chas. Baker
Compl^t. atty

Robt Ewing
Mayor

Pag^s 300 ..
150

Know all Men by these Presents that I Edward Pelling of Madras Inhabitant am held and firmly Bound unto Mr Thomas Monte de Castro of the same place Inhabitant in the Penal Sum of Three hundred Star Pagodas Current Money of Madras to the Payment whereof well and truely to be made unto the said Thomas Monte de Castro his Heirs Executors administrators

Administrators or Assigns I do hereby bind my self my heirs Executors administrators firmly by these Presents In Witness whereof I have hereunto Set My Hand and Seal in Madras this First day of September in the Year One thousand Seven Hundred and Eighty Six.

Whereas the above bound Edward Pelling hath borrowed and received of the Above Named Thomas Monte de Castro the full and just Sum of One Hundred and fifty Star Pagodas to run at Interest at the rate of Twelve (12) per Cent per annum Payable on Demand.

Now the Condition of this Obligation is such that if the above bound Edward Pelling his Heir Executors administrators or Assigns shall well and truly pay or cause to be paid unto Thomas Monte DeCastro his Heirs Executors administrators or Assigns the full and Just Sum of One Hundred and fifty Star Pagodas as together with such Interest as shall or may be come due thereupon then this Obligation to be Voide and of no Effect Otherwise to continue in full force and Virtue.

Signed Sealed and Delivered Whereno Stamp'd paper is to be had in the Presence of

Edward Pelling (L.S.)

A true Copy

Chas. Baker

(1941)

Dr. — Edward Pelling in Account Current with Thomas Monte de Castro — Cr.

1786 Sept. 1st	To the Amount of your Bond bearing dated this day	150 "	1786 Decr. 8th	By Ballance due	154 32 "
Decr. 8th	Interest on Do. to this day is 3 m. 8 d. @ 12 p Cent p Annum	4 32 "			
	Pag.	154 32 "		Pag.	154 32 "

Fort St. George 8th Decr. 1786
E. C.

Thos. M. D'Castro
Attrue Opy.
Cath. Baker

(1942)

Filed 13th December 1786

In the Honble the Mayor's Court at Madraspatnam

Between Thomas Monte De Castro of Madras Inhabitant Complainant and Edward Pelling of the same place Inhabitant Defendt.

Thomas Monte De Castro the above Named Complainant Maketh Oath and Saith that Edward Pelling the above Named Defendant is justly and truely indebted unto this Deponent in the full and just Sum of One hundred and fifty four Pagodas and thirty two fanams Current Money of Madras and that he this Deponent hath reason to belive that the above Defendant will abscond from the Jurisdiction of this Honble Court on hearing that a Bill filed against him.

Sworn before me at Fort Saint George this 13th day of December 1786

Thos. M. D'Castro

Robt. Ewing
Mayor

1943

Filed the 10th April 1787

The General Answer of Edwd. Pelling of Madras Inhabitant Defendant to the Bill of Complaint of Thomas Monte de Castro of the same place Inhabitant Complainant

This Defendant now and at all times hereafter saving and Reserving to himself all and all Manner of benefit and Advantage of Exception to the Errors Incertainties Insufficiencies and Imperfections the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern to make Answer unto he this Defendant Answereth and saith that he Obsolutely denies to stand Indebted unto the said Complainant in Manner as the same is Charged in the said Bill of Complaint

All which Matters and things this Defendant is ready and willing to Verify Maintain and prove as this Hon'ble Court shall direct and humbly prays to be hence Dismissed with his reasonable Costs and Charges in his behalf most wrongfully Sustained

Sworn to before me this 10th April 1787

Edward Pelling

Jas Call
Mayor

E. Walker
Defts. Atty

1944

Filed the 11th May 1787

The General Replication of Thomas Monte de Castro of Madras Inhabitant Complainant to the General Answer of Edward Pelling of the same Place Inhabitant Defendant

This Repliant now and at all times hereafter saving and Reserving to himself all Advantages of Exception to Defendants said General answer for Replication thereunto saith that all and every the Matters and things in and by his said Bill of Complaint already said will Justify maintain and Prove to be good certain and Sufficient in the Law to be answered unto in such manner and form as the same are therein or thereby setforth and Declared and that the General Answer of the said Defendant is untrue and Insufficient in the Law to be by this Repliant Replied unto for Divers manifest Imperfections and Incertainties therein Contained

All which Matters and things this Repliant is ready and willing to aver maintain and prove as this Hon'ble Court shall direct and most humbly prays as in and by his Bill of Complaint he hath already prayd

Chas. Baker
Atty for Compl.

Interrogatories to be administered to such Witnesses as shall be produced sworn and Examined in a Certain Cause Depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Thomas Monte DeCastro of Madras Inhabitant Complainant and Edward Pelling of the same place Inhabitant On the part and behalf of the Complainant

Vencata Kistnamah
Kistnamah
Shashachellum
&
Mahomed Saib ba lefa

To all Witnesses 1st Interrogatory Do you know the Parties Complainant and Defendant in the Title of this Interrogatories Named or their and which of them how long have you so known them or either of them or either and which of them Declare.

Vencata Kistnamah
&
Kistnamah } 2. Interrogatory Look at the Paper writing now Produced and Shewen you at the time of your Examination Marked with the Letter A Purporting to be a Bond or writing Obligation from the Defendant to the Complainant in the Title of this Interrogatories Named was the same Signed Sealed and delivered in your Presence and by whom ~ Is your Name Subscribed as Witnesses to the same ~ Declare all that you know or verily belive concerning the Same

Shashachellum &
Mahomed Saib Cafifa } 3. Interrogatory Do you or do you not know whether the Defendant in this Cause went to the Complainant after the Commencement of the Present Suit If yea ? to what purpose did he so go and what Promise or offer was made by him

him the said Defendant in regard to the Money due by the said Defendant to the said Complainant and did or did not the said Defendant pass or give any Note or Agreement relative thereto.

4th Interrogatory Lastly Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matter in Question in this Cause that may tend to the benefit or Advantage of the Complainant - If yea Declared the same as you know of

Chas. Baker
Atty for Compt.

Know all Men by these presents that I Edward Pelling of Madras Inhabitant am held and firmly Bound unto Mr. Thomas Monte DeCastro of the same place Inhabitant in the Penal Sum of Three Hundred Star Pagodas Current Money of Madras to the payment whereof well and truly to be made unto the said Thomas Monte de Castro his heirs Executors, administrators, or Assigns, I do hereby bind my self my heirs Executors, administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Madras this First day of September in the Year One thousand Seven hundred and Eighty Six.

Whereas the above bound Edward Pelling hath borrowed and received of the above Named Thomas Monte DeCastro the full and Just Sum of One Hundred and Fifty Star Pagodas to run at Interest at the rate of Twelve (12) per Cent. annum Payable on Demand.

Now

Now the Condition of this Obligation is such, that if the above bound Edward Pelling his heirs Executors, Administrators, or Assigns, shall well and truly pay or Cause to be paid unto the Thomas Monte De Castro his heirs, Executors, Administrators, or Assigns, the full and Just Sum of One Hundred and Fifty 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

Edward Pelling (L.S.)

This Exhibit Marked A was shewn to Vencata Kisnanah and Kistnamah at the respective times of their Examination before me on the Part of the Complainant in a Cause Depending in the Honble the Mayor's Court at Madraspatnam wherein the said Thomas Monte de Castro is Complainant and Edward Pelling is Defendant was on the 4th August and 22d Day of July anno Domini 1788.

Joseph Shaw
Esr

Mayor's Court at Madraspatnam } Between Thomas Monte de Castro of Madras Inhabitant Complainant and Edward Pelling of the same Place Inhabitant Defendant

on

On the Part of the Complainant

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

Vencata Kisnanah an Inhabitant of Madras aged twenty Seven Years or thereabouts being produced as a Witness in this Cause on the Part of the Compl.t was on the Eleventh day of Augt One thousand Seven hundred and Eighty Eight Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he does know Thomas Monte de Castro the Complainant and has so known him the said Complainant ten years or thereabouts this Deponent saith that he does not know Edward Pelling the Defendant - and more this Deponent saith not to this first Interrogatory.

2d ..... To the second Interrogatory this Deponent saith that the exhibit marked A now Shewen to him at this his Examination purporting to be a Bond granted by the Defendant to the Complainant was signed Sealed and delivered in his presence and that his this Deponent Name'd is set & subscribed thereto as a Witness to the same and more this Deponent saith not to this Second Interry.

To the last Interrogatory this Deponent saith he does not know of any thing more that can tend to the benefit of the Compl.t

T. Chase
Esq.

Mayors Court at Madraspatnam } Between Thomas Monte de Castro of Madras Inhabitant Complt. and Edward Pelling of the same place Inhabitant

On the Part of the Complainant

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

Kistnamah an Inhabitant of Madras Aged twenty five years or thereabouts being produced as a Witness in this Cause On the Part of the Complt. was on the twenty Second Day of July One thousand Seven hundred and Eighty Eight Sworn and Examined Deposeth as followeth.

1st. To the first Interrogatory this Deponent saith that he does know Thomas Monte DeCastro the Complainant and has so known him the said Complt. five or Six Years or thereabouts this Deponent saith that he does not know Edward Pelling the Defendant and more saith not to this first Interrogatory.

2d. To the Second Interry this Deponent saith he has looked on the Paper Exhibit Marked with the Letter A now shewn to him at this the time of his examination and he says that the said Paper being a Bond granted by the Defendant to the Complt. was not Signed sealed and Delivered in his presence by the Defendant but that he told this Depont. he granted it to the Complt. and that he this Deponent saith

thereupon set and Subscribed his Name as a Witness thereto this Deponent Saith that Vincata Kistnamah was the other subscribing Witness to the said Bond and more this Deponent saith not to this Second Interry.

To the last Interry this Deponent saith he does not know of any other Matter or thing nor can he this Depont. setforth nor has he heard of any other matter or thing that can tend to the benefit or advantage of the Complt. and more saith not to this last Interrogatory.

T. Chase
Ex.

Mayors Court at Madraspatnam } Between Thomas Monte de Castro of Madras Inhabitant Complainant and Edward Pelling of the same place Inhabitant

On the part of the Complainant

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

Shashachellum an Inhabitant of Madras Aged twenty Eight Years or thereabouts being produced as a Witness in this Cause On the part of the Complainant was on the Nineteenth Day of July One thousand Seven hundred and Eighty Eight Sworn & Examined Deposeth as followeth.

1st.

1st ..... To the first Interrogatory this Deponent saith that he does know Thomas Monte DeCastro the Complainant and has so known him the said Complainant Seven or Eight Years — and this Deponent Saith that he does not know Edward Pelling the Defendant — and more saith not to this first Interrogatory.

3d ..... To the third Interrogatory this Deponent saith the Defendant went to the Complainant at the Commencement of this Suit for the purpose of solicting him to give him a Respites of One Month for the payment of the expiration of which time the Defendant promised to discharge the debt and the Defendant gave the Complainant in this Deponents presence an agreement to that effect which this Deponent put his Name to as a Witness thereto by the request of the Defendant — and more this Deponent Saith not to this third Interrogatory.

To the last Interrogatory this Deponent saith he does not know of any other Matter or thing nor can he this Deponent setforth nor has he heard of any other Matter or thing that can tend to the benefit or advantage of the Complainant — and more saith not to this last Interrogatory.

T. Chase
Ex.

Filed 14th Oct. 1788.

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

Thomas Monte de Castro of Madras Inhabitant Complainant and Edward Pelling of the same Place Inhabitant Defendant

The Affidavit of Thomas Jones one of the Serjiants of this Hon'ble Court Maketh Oath and saith that he did on the 26th day of September last leave at the Dwelling House of the Defendant a true Copy of an Extract from the Minutes of this Hon'ble Court hereunto annexed which passed on the 16th day of the aforesaid Month.

Sworn to in Court
14th Oct. 1788.

Thomas Jones

James Taylor
Reg.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of September Anno Domini 1788

Present
Edward Gabron Esquire Mayor
William Webb and Andrew Ross — Aldermen
Thomas Monte de Castro
vers
Edward Pelling

The attorney for the Complainant prays that the Defendant may by next Court Day appoint another attorney in the room of Mr. Pullein Spencer who has Declined acting Order accordingly.

A true Extract — James Taylor
Reg.

A true Copy — Chas. Baker
Atty for Compt.

Extract from the Minutes of the Court Held at the Town Hall on
Tuesday the 11th Day of October Anno Domini 1788.

Present

Edward Garrow Esquire Mayor
William Webb and Vincentio Corbett
Aldermen.

Thomas Monte de Castro
Edward Welsh Telling

Affidavit of Thomas Jones of Service of Rule for the Defendant to appoint another Attorney Sworn to in Court and filed this day — The Attorney for the Complainant prays that the Defendant may Appoint another Attorney by Next Court Day and in default thereof that Publication may pass in this Cause — Ordered accordingly.

A true Extract
G. Taylor
Dept. Regr.

Filed 28th Oct. 1788

In the Honble the Mayor's
Court at Madraspatnam

Between Thomas Monte de Castro
of Madras Inhabitant Complainant
and Edward Telling of the same place
Inhabitant Defendant

Thomas Jones one of the Serjeants of this Honble Court Maketh Oath and Saith that he did on the Twenty Seventh Day of October last Personally Serve the above Named Defendant with a true Copy of an within Mentioned Extract from the Minutes of this Honble Court which passed on the fourteenth Day of the aforesaid Month.

Thomas Jones

Sworn to in Court
this 28th Oct. 1788
James Taylor
Regr.

Mayor's Court at
Madraspatnam

Friday the 19th day of December
Anno Domini 1788

Present

Edward Garrow Esquire Mayor
Vincentio Corbett Isaias DuPre Porcher
and Andrew Ross Aldermen.

Between Thomas Monte de Castro of Madras Inhabitant Complainant and Edward Telling of the same place Inhabitant Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the attorney for the Complainant / the attorney for the Defendant having declined acting / on reading the Affidavit of Thomas Jones of Service of Notice to apoint another Attorney The Complainants Bill with Copies of a Bond or Obligation and an account Current Annexed. The Affidavit The Defendants General Answer The General Replication The Interrogatories and Depositions on the Part of the Complainant with One Exhibit Marked A annexed On Hearing the Pleadings made Use of by the Attorney for the Complainant and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree

Decree that the Defendant shall pay unto the Complainant the Sum of One Hundred and Fifty four Pagodas and thirty two Fanams Pagodas 154. 32. / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Your

Filed 21st. Novr. 1788

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Somboo Peddah Rishnamah Chitty of Madras Inhabitant that Naudamoney Iyangar and Combaconam Maradapa Chitty also of Madras Inhabitant stand Indebted unto your Orator in the full and just Sum of Two hundred and forty Star Pagodas four fanams and fifty Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Ninety Six Pounds and Nine pence or thereabouts as will more fully and at large appear by the Copies of the translations of a Bond and Agreement as also of an Account Current hereunto annexed for the Inspection of this Honble Court and which are prayed by your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in your Orator's possession and ready to be produced to this Honble Court when required and Your Orator further Sheweth unto this Honble Court that he hath

hath frequently and in a friendly manner requested the payment of the said Sum of Two Hundred and forty Pagodas four fanams and fifty Cash.

But now so it is and May it please this Honble Court the said Naudamoony Iyangar and Combaconam Maradapah Chitty Obstinantly 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 agreeable to Equity and good Conscience To the End therefore that the said Naudamoony Iyangar and Combaconam Maradapah Chitty may upon their Corporal Oaths full true direct and perfect answer make to all and Singular the Matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and that they may be Decreed to pay unto your Orator the aforesaid Sum of Two hundred and forty Pagodas, four fanams and fifty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it please this Honble Court to Cause the said Naudamoony Iyangar and Combaconam Maradapa Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof personally to be and Appear before this 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

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

21st November 1788

This Bill was shewn to me between the days of Adjournment Let a Summons Issue Returnable by Next Court Day

Edwd Garrow
Mayor

J. Popham
attorney for Complt.

Translation of a Bond dated 18th Chittra of Kielaca year Answering to Anno Domini 28th April 1788.

I Naudamooney Iyangar of Streerungum do give this Bond to Sunkoo pedda Kistnamah Chitty that is to say.

In Consideration of my Urgent occasion I have this day borrowed and received of you the Sum of 300 three hundred Star Pagodas Current Money of Madras which Sum I promise to repay you on or before the 18th aumy or 28th June next with all such Interest as shall or may become due thereon at the Rate of 12 per Cent pr annum Indefault of which you are hereby empowered to recover your principal and Interest by prosecuting me in the Honble the Mayor's Court Witnesses Taudy pullie Aroonauchilleah and Caranum Vencatachellum for this three hundred Pagodas.

Witnesses Signed
Taudy Pullie Aroonauchilleah
Caranum Vencatachellum

Signed
Naudamooney Iyangar

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

A true Copy
J. Popham

Translation of an Agreement of a Bail or Security dated 18th Chittra of Kielaca year Answering to Anno Domini 28th April 1788.

I Coombacoanum Madarapa Chitty do give this Agreement of Bail or Security to Soonkoo pedda Kistnamah Chitty that is to Say.

As Naudamooney Iyangar of Streerungum having this day borrowed and received of you the Sum of 300 Three hundred Pagodas on his Interest Bond I do hereby engage to redeem the said Bond by discharging the Principal and Interest on the Second Day of the Experation of the Term mentioned in the bond in Case of the failure of the Payment thereof by him. Indefault of which you are hereby empowered to prosecute me in the Honble the Mayor's Court and recover the said 300 Pagodas and its Interest — thus I have given you this agreement of Bail or Security with my free will and Consent Witnesses Taudy Pully Aroonauchilleah and Bauskarola Vencatauchella Chitty by their Knowledge drawn by Gundavady Sashauchellum.

Signed Maradapen

For this three hundred Pagodas and its Interest Bail Signed
Maradapin

Witnesses Signed
Thaudy Pullu amachellum
Bauskara Vencatauchellum

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

A true Copy
J. Popham

1959

Dr. Naudamooney Iyengar and Coombacoanam Maradapa Chitty in Acct. Court with Soonkoo Peddas Kistnamah Chitty

1788 April 28th	To the amount of your Bond and agreement of this date payable in 2 Months			1788 July 10th	By Cash received in part	75	"
1788 Octr. 23	To Interest on Do. to this Day being 5 mo. 26 Dt. @ 12 ℘ Cent ℘ annum	300	"	1788 Octr. 23	By Interest on Do. to this Day being 3 mo. 14 Dt. @ 12 ℘ Cent ℘ annum	2	20 46
		17	25 16		By Balance Due	77	20 46
						240	4 50
	Pagodas	317	25 16		Pagodas	317	25 16

Madras 23d Octr. 1788
Errors Excepted ℘

Abrec Copy

Bopham

Monday 22nd

1960

Mayor's Court at Madraspatnam } { Tuesday the 2nd Day of December Anno Domini 1788.

Present

Edward Garrow Esquire Mayor

William Webb — George Savage

Andrew Ross — Aldermen

Between Soonkoo Pedda Kistnamah Chitty of Madras Inhabitant Complainant and Naudamooney Iyengar and Combacoanam Maradapa Chitty also of Madras Inhabitant Defendant

The Defendant Naudamoney Iyengar being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order & Decree and doth accordingly Order and Decree that the Defendant Naudomoney Iyengar shall pay unto the Complainant the full and Just Sum of Two hundred and Forty Pagodas Four fanams and Fifty Cash (Pagodas 240. 4. 50.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

℘ Cur

1961

Filed 22 July 1788

In the Honble the Mayor's Court at Madraspatnam

Between Sadringapatnam Venaigum Moodelliar of Madras Inhabitant Complainant and Terooplicane Mootiah of the same place Inhabitant Defendant

The humble Petition of Tyapah Moodelliar of Madras Merchant.

Sheweth

That the above Named Sadringapatnam Venaigum having prefered his Bill of Complaint in this Honble Court against the above said Defendant for a Certain Sum of Money and against whom the said Complainant did Obtain a Decree in the said Court, and in Order to enforce an Obidience to the same a Warrant of Execution did issue against the Effects of the said Defendant by Virtue whereof the Sheriff of the said Town of Madraspatnam, did Seize on Sundry Effects among which a House and Ground Situated at Pedda Naiks Pettah in Charovara Pillar Pagoda Street between the House of Yellavempatre Reddy and Malapermalls Ground Containing in Length from East to West Sixty four Feet and in Breadth from North to South at the East End Forty two feet, and at the West End Forty One feet and which Premises your Pet^r Sheweth were Mortgaged and Assigned over by the said Defendant as a Security to your Pet^r for the Sum of three Hundred and Seventy Seven Pagodas and One fanam which your Petitioner

Did

196

Did advance and lend unto him the said Defendant the Particulars of which Loan and of the said Mortgage Premises, your Pet^r Sheweth is fully Selforth and discribed in the Original Mortgage Deed now in your Petitioner's possession and ready to be produced when required — A true Copy whereof is hereunto annexed for the Inspection of this Honble Court and to which your Pet^r humbly prays a Referrence — your Petitioner further Sheweth that no part of the said Principal Sum of three Hundred and Seventy Seven Pagodas and One fanam or any part thereof or any part of the said Interest has been paid since the day of the date of the said Mortgage Deed but that the same does now remain justly due and owing to your Petitioner.

Your Petitioner therefore most humbly prays this Honble Court to Order and Direct the Sheriff of the Town of Madraspatnam either to pay off the full Amount of your Petitioner's Mortgage or to take of the Seal of his Office from the Aforementioned premisses and be restrained from Selling the Same and that the said Premises do remain and be Secured to your Pet^r as to your Pet^r of right belongs pursuant to his Mortgage and that the said Complainant do pay the Costs of this your Petitioners Application — And your Petitioner as in duty Bound.

Shall Ever Pray

Stuart Hall
Att^y Pet^r

Know all Men by these presents that I Triplecane Mootiah Modaly of Madras Inhabitant am held and firmly bound unto Umarumbado Tayapah Modaliar of the same place in the penal Sum of Seven hundred and fifty four Current Pagodas and two fanams to the payment whereof well and truly to

be made to the said Tayapah Modaliar his Heirs Executors Administrators or Assigns I do hereby bind my self my Heirs Executors and Administrators firmly by these presents and incase of failure of payment of the said Sum or any part thereof or touching any difference or dispute that may arise thereupon I do hereby Consent and agree Irrevocable to submit the same to the Decision of the Mayor's Court of Madraspatnam and finally to abide by such award Judgment or Decree as they shall make in the premises

In Witness whereof I have hereunto set my hand and Seal in Fort Saint George this Eight day of January One thousand Seven hundred and Eighty Eight.

Whereas the above bound Treplicane Mootiah Modaly hath borrowed and received of the above Named Tayapah Modaliar the full and just Sum of three hundred and Seventy Seven Current Pagodas and one fanams to run at Interest at the rate of Twelve per Cent per Annum payable in three Months from the Date hereof and for Securing the payment thereof I have hereby Mortgaged Transfered and set over and by these presents doth Mortgage Transfer and set over unto the said Tayapah Modaliar a Bill of Sale of my House and Ground Situated at Pedda Naick's Pitta in Charovara Pilliar Pagoda Street between the Houses of Yellavumpatoe Reddy and Malapermalls Ground Containing in length from East to West Sixty four feet and in Breadth from North to South at the East end Forty two feet and at the West end Forty One feet and in default of payment at the expiration of three Months I the said Mootiah Modaly do hereby give and Grant unto the said Tayapah Modaliar full power and authority to sell or dispose of the said House and Ground and of the disposal of the said premises if they should sell for a less Sum than the amount of the principal and Interest of my Bond to him that I will pay him the difference and incase of they should sell for more your are to pay me the difference

Now the Condition of this Obligation is such that if the above bound Triplecane Mootiah Modaly his Heirs Executors

Executors Administrators or Assigns shall well and truely pay or Cause to be paid unto the aforesaid Tayapah Modaliar his Heirs Executors and Administrators the full and Just Sum of Three hundred and Seventy Seven Current Pagodas and One fanam together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to continue in full force and Virtue.

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

(Signed)

A true Copy

Stuart Hall
Atty Compt.

N. 4534

L.S.

Know all Men by these presents that I Manavaurum Condapah Brother and Heir to Chinnatomby deceased (as appear by the Evidence of Nundeampaukum Armogum and Yalavumpatoe Ninapah) for and in Consideration of the Sum of One hundred and Seventy Pagodas to me in Hand paid by Triplican Mootiah have Bargained and Sold and do hereby Bargain and Sell unto the said Triplican Mootiah a House and Ground Containing in length from the East to West Sixty four feet & in Breadth from North to South at the East end Forty two feet and the west end Forty One feet which Premises are Situated at Pedda Naick's Pettah in Charuvacaurah Pilliar Pagoda Street Between the House of Yellavumpatoe Reddy and Malla Permaul's Ground To have and to Hold the said House and Ground and every part thereof with all the appurtenances now belonging to the same unto the abovenamed Triplicane Mootiah

Ex.

Mootiah his Heirs and Assigns for ever In Witness whereof I have hereunto set my Hand in the presence of Collatyapah for Town Conicoply Paria Eyah — and the said Yalavumpatoe Ninea-pah the former of whom has explained to me the above writing in the Malabar Language in Fort Saint George this 3. Day of February One thousand Seven hundred and Seventy two —

Witnesses
Signed

(Signed)

Callatyapah for Town Conicoply
Pariah Eyah

(Signed)
John Smith } Justice —
Rich^d. Brickenden }

Yalavumpatoe Nineapah

Nundeyumpaukum Armogum

A true Copy

Registered in Fort S^t. George
this 29th day of February 1772
(Signed)

Stuart Hall
Att^y Pet^r

C. E. Stracey
Reg^r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 23. day of September Anno Domini 1788 —

Present

Edward Garrow Esquire Mayor
James Call — Andrew Ross
and
Robert Milford — Aldermen

Sadrengapatnam Venaigum Moodelliar
vers
Terooplicane Mootteah

M^r. James Stuart Hall attorney for Tayapah Moodelliar appears and produces to the Court a Certificate from the Register Setting forth that the Usual Rules have issued for the Respondent to answer the Petition of Tayapah Moodalliar which he has Neglected doing He therefore prays that the Sheriffs Seals may be taken off the Sequestered Premisses in dispute and that the Respondent do pay all Costs attending the Seizure — Ordered Accordingly —

A true Extract

Filed 30th Sept. 1788.

To the Honble the Mayor's Court at Madraspatnam

In the Cause of Hanamontha Naig Gomastah to the House of Davy Buckingee Causie Doss by his attorney James West — Complainant —

vers

Mahomed Hussein Tawker Cawn and Abbedullah Cawn Sons and Heirs to the late Motifer Cawn Deceased — Defendant

The Humble Petition of the above named Defendants

Sheweth

That the Complainant having filed a Bill against your Petrs upon Grounds which appeared insufficient either in form or Substance your Petrs Demored thereto and the Complainant joined in Demored and on the hearing the Merits thereof on Tuesday last the 23. Instant this Honble Court were pleased to know out the Demorrer & to Order your Petrs to answer —

By which Order your Petrs conceive themselves aggrieved and therefore pray leave to appeal therefrom to the Honble the Court of Appeals and hope this Honble Court will not Consider that the present Case comes within the description of Appeals lodged from Motives of Litigation or with a view to obstruct and delay Justice as meant to be barred by the Order of this Honble Court of the 2d Day of this Instant Septr —

J. Popham } attors
P. Spencer } Petrs

Filed 20th Decr 1788

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of George Chalmer of Madrass Gentn

Sheweth

That your Petitioner In the early part of his Life made the propession of the Law his study, and anxious to re assume a Line which he was induced to relinquish by the Operation of many Causes. —

Most Humbly Prays that permission may be granted him to Practice as an Attorney in this Honble Court. — Which indulgence If He is so fortunate to obtain will impress him with every Sentiment of gratitude, And being well known to many Gentlemen in this Settlement, He humbly trusts that his manner of Conducting business, will be such as to merit The approbation and Countenance of this Honble Court — And as in duty bound

Your Petitioner will Ever Pray

George Chalmer

Fort St. George
August 22d 1788

Filed 2. Sept. 1788

The Honble the Mayor's Court at Madraspatnam

The Humble Petition of James Stuart Hall one of the Attornies of this Honble Court

Sheweth

That your Petitioner since his admission into this Honble Court has met with frequent checks and impedements

impediments owing to his not having been appointed a Notary Public and anxious to discharge the duties of his Profession with that dispatch requisite to give Satisfaction and ensure success, —

humbly Prays —

That this Honble Court will be pleased to grant him their Permission to practise as a Notary Public —

And your Petitioner as in Duty Bound

Shall ever Pray

Stuart Hall

To the Honble the Mayor's Court at Madraspatnam

Sheweth

The Humble Petition of Thomas Chase —

That whereas your Petr. hath to the best of his ability faithfully served in the Office of Examiner for above One year and now finding his private business so much increased as to interfere with the duties of the Examiners department he requests Permission of this Honble Court to resign that Office, and on Complying therewith your Petr. as in duty bound will ever Pray —

Fort St George
10th Oct. 1788

Thomas Chase

To the Honble the Mayor's Court at Madraspatnam

The Petition of Daniel Ince

Sheweth

That your Petitioner being given to understand a Vacancy will shortly happen in the Office of Examiner to your Honble Court by the Resignation of Mr. Thomas Chase your Petr. begs leave to solicit your Sanction for his succession thereto

Your Petitioner wishes to state to the Honble Court that the Practise of many years has given him a Proficiency in the Gentoo Language, universally understood by the Natives, in a great degree sufficient to supersede the customary necessity of an intermediate Natives, as Interpreter, which Circumstance inspires a Hope, that it will meet a favorable Consideration to the End of obtaining the Object of his Petitions —

Your Petitioner will only further presume to state that in a fortunate Event, your Honble Court may rely on his utmost Zeal and Assiduity towards a faithful Discharge of a Trust, so important to the Interest and welfare of those whom it may more immediately concern; And

Your Petitioner
as in Duty bound
Shall ever Pray

Fort St George
12th Oct. 1788

To the Honble the Mayor's Court at Madraspatnam

The humble Petition of Joseph Shawe

Sheweth

That as your Petitioner is informed that Mr. Chase Examiner to this Honble Court has requested permission to vacate that department, your Petitioner begs leave

have to Solicit this Honble Court to succeed him in that Office and he flatters himself with the Knowledge he possesses of the business from having acted some Months for Mr. Spalding and his intention to adhere to the duties required that should his application meet with your consent, his future conduct will merit your approbation - and your Petitioner as in duty bound will ever pray.

Joseph Shawe

Fort St. George 15th. Oct. 1788.

To the Honble the Mayor's Court of Madraspatnam

The Petition of William Jones

Sheweth

That your Petitioner being informed that Mr. Thomas Chase is about to resign the Office of Examiner to your Honble Court your Petitioner is induced to Solicit your appointment of him thereto and as the two Emplogments your Petitioner holds in the Service of the Honble Company require but a small Portion of his Time it will be in his power to devote the greatest part of it to the Duties of the Examiners Office in the due discharge of the functions of which he hopes to acquit himself to the satisfaction of the Honble Court should he be fortunate enough to succeed in his present application.

And your Petitioner as in duty bound shall ever Pray

Fort St. George
8th. Oct. 1788

William Jones

Filed 20th. Dec. 1788.

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Charles Baker one of the attornies of the said Court.

Sheweth

That Matters so peculiarly interesting to your Petitioner as to render his presence in England for a short period indispensably necessary having obliged him to form the Design of repairing thither by an early Opportunity but which without the Permission of this Honble Court he is rendered incapable of carrying into Execution Your Petitioner is induced to solicit this Indulgence thereof and to request a leave of absence for the Space of two Years that he may be enabled to accomplish the same And as in Duty bound.

Your Petitioner will ever pray

Fort St. George
20th. Dec. 1788.

Chas. Baker