Vol-46

Gal-12 Oct

Dated 4th October 1774.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Henry Norris of Madras Inhabitant that
William Wynch Esquire who was formerly Paymaster of Trichino-
poly finding that your Orator was likely to succeed him in his
said Office of Paymaster did apply to your Orator to take upon
himself the Outstanding Concerns of the said William Wynch
to which your Orator consented upon this express Provision
that the said William Wynch would lodge in the hands of
your Orator sufficient Effects or other Securities to indemnify
your Orator for any engagements which he might enter into
on the part of the said William Wynch, And your Orator
further Sheweth that sometime in the Month of June which
was in the year of our Lord One Thousand Seven Hundred
and Seventy Seven the said William Wynch being about
to Depart for Europe and your Orator being appointed
to Succeed to the Paymastership of Trichinopoly the said
William Wynch strongly Solicited your Orator to take upon
himself a Concern which the said William Wynch had in
the Country of Trichinopoly with his Highness Omdat
Ul Omrah Bahauder to which your Orator Consented
Provided the said William Wynch sufficiently indemnifyed
your Orator for the same And your Orator further Sheweth

That

that the said William Wynch proposed unto your Orator to procure
a Bond from his said Highness for the Sum of Twelve Thousand
Star Pagodas payable to your Orator in Six Months from the
Date of the said Bond which Bond bears Date the Twenty
day of June which was in the year of our Lord One Thousand
Hundred and Seventy Seven and that your Orator was to Cancel
one Bond in Lieu thereof for the Payment of the said Sum of Twelve
Thousand Star Pagodas to Run at Interest of Eleven per Cent per
Annum, And to be Payable in Eighteen Months from the Date
thereof. And your Orator further Sheweth that the said William Wynch
undertook to procure from the Ammeer a Delivery of Paddy or Rice
for Six Thousand Star Pagodas being one Half of the said Sum of Twelve
Thousand Star Pagodas and did also give an Order to Messrs
Edward James, George Wynch and John Wynch their Agents and
Attorneys to the said William Wynch to Deliver to your
Orator a Proportion of such Money as they the said Messrs
receive from the Ammeer on Account of the said William Wynch
Six Thousand Pagodas bore to the whole Amount of the Sum
the said Ammeer to the said William Wynch being Twelve
Pagodas Nineteen Thousand One Hundred and forty four
fanams and one Half, and Star Twenty Seven Thousand
Hundred and Seventy Six. And your Orator further Shews
that the said William Wynch did assure your Orator he had
Funds at that time Paddy belonging to the Ammeer in the Ware
and of the value of Forty Thousand Star Pagodas out of the Sum
abo

wherefore and of the Money to be Delivered by the said Answerer to
your Orator did Conclude he should be fully indemnified in case
he should Signe the said Bond for Twelve Thousand Pagodas unto
your Orator wherefore and because your Orator was minded and
Desirous to Shew any Friendship unto the said William Wynch
your Orator did agree to Signe a Bond unto the said William
Wynch bearing date the said Twenty first Day of June One
Thousand Seven Hundred and Seventy Star Pagodas Conditioned
for Payment unto the said William Wynch of the Sum of Twelve
Thousand Star Pagodas in Eighteen Months from the date
of the said Bond or Obligation and with Interest at the Rate
of Eleven Per Cent as by the Copy thereof Annexed to the said
Bill of Complaint and this Cross Bill Reference being had to
either Copy may appear and which said Copy hereunto Annexed
Marked A is prayed to be taken as part of this his Bill of
Complaint. And your Orator further Sheweth that the said
William Wynch informed your Orator that he had Settled the
said Affair with his Highness the Answerer for Deliver of
Paddy to the Amount of Six Thousand Pagodas being the
Amount of One Half of the said Bond and that your Orator
was to Obtain a Letter from his said Highness which he said
would Contain the said Order on the Manager of the
Trichinopoly Country for delivery unto your Orator of the said

Quantity

Quantity of Paddy to the Value of the said Sum of Six Thousand Star Pagodas as which said Letter was Addressed To Ryman Alley Esqr the then Manager of the said Country of Toychenopoly and which said Letter your Orator did accordingly deliver but to his great Surprize the said Manager informed your Orator that the said Letter contained only a Request from His said Highness Anwer ul Omrah to the said Ryman Alley Esqr to behave with respect and Attention to Your Orator but not the least mention respecting the said Paddy And your Orator further Sheweth that the said William Wynch had by this time sailed from Madras in his way to Europe which Prevented your Orator from Remonstrating to him thereon; but your Orator did address a Letter to William Light Esquire then of Madras and Attorney to your Orator who did Write and applied to the said Thos Majendie and John Wynch as Attorneys of the said William Wynch. And your Orator further Sheweth that the said William Wynch did for the Securing unto your Orator the Payment of the Remaining Six Thousand Pagodas did give your Orator an Order on his said Attornies as for Payment of a proportion of all such Money as might be received on the said as Six Thousand Pagodas bore to the whole Amount of the said which were Nineteen Thousand One Hundred and forty four Pagodas Six fanams and a half and Twenty Seven Thousand three Hundred and Seventy Six Star Pagodas as by the Copy of the said

said Letter or Order Marked B, hereunto Annexed may
appear, And your Orator Sheweth that Complaining in the said
Letter or Order of the said Swinnerton Rigman Ally Cawn for
the Value of Six Thousand Pagodas and in the Order of the said
William Wynch for the Remaining Six Thousand Pagodas your
Orator did Execute the said Bond a Copy whereof is Annexed
to the said Bill of Complaint and this Orator's Bill of Complaint
but your Orator Sheweth that he hath been informed by
James Taylor Esquire who is intimately Connected with the
said Andrew Majendie one of the Late Attorneys of the said
William Wynch that there never could have been in the said
Country in the Hands of the said William Wynch or his
Attornies a Quantity of Paddy equal to the Value of Twenty
Thousand Pagodas estimating the same at the Rate of Eight
Fanams for every Collum which at Present will not sell for
more than three fanams for every Collum. And your Orator
further Sheweth that he hath frequently applied to the said
Swinnerton Mc Conrah for the Payment of his said Bond of Twelve
Thousand Pagodas but he has not been able to get Payment thereof
or of any part thereof or to Receive any manner of Satisfaction
whatever, nor has he Received any Paddy from the said Answer or
from the said Rigman Ally Cawn nor from any other Person
on Account of the said William Wynch nor has he Received from
the

the said Attorneys of the said William Wynch any money on Account
or in part Payment of the said Conditional Order for the Proportionable
Share of Six Thousand Pagodas altho' they have been applied to for that
Purpose by your Orator and altho' they have sold part of the said
Paddy of Ameer ul Omrah and have received Money from him or
from the Sale of Deposits made by him on Account of the said
William Wynch as your Orator hopes to Prove to the Satisfaction
of this Court, Wherefore and because your Orator did Execute the
said Bond in full Confidence that the said Several assurances of the
said William Wynch could have been made good your Orator
Charges that he hath full right to have the said Bond vol
-ored unto him on Condition that he shall assign the said Bond of the
said Ameer ul Omrah unto the said William Wynch or to his
Attorney first, Because your Orator hath never received any valuable
Consideration for granting the same Secondly Because the Promise
your Orator has been Deceived and imposed upon throughout the
whole of the Transactions. And thirdly Because the very Letter
or Order of the said William Wynch on his said Attorney the
Copy whereof is hereunto Annexed doth expressly State that the
Bond of the said Ameer with the said Promise of Paddy by the
said Ameer for the Amount of half the said Bond and the said
Conditional Order for the Amount of the other half were the only
Consideration Received by your Orator notwithstanding which the
said

said William Wynch by his said Attorney hath filed his Bill in this Honble Court against your Orator for the Recovery of the sum of Twelve Thousand Pagodas appearing to be due by the Tenor of the said Bond, to which your Orator hath this Day put in his Answer and hath Sworn to the truth thereof and of every part thereof and hath therein Stated the Several matters and things herein before Setforth for the truth Whereof the said William Wynch is well informed as are also his said Attorneys And your Orator Sheweth that he hath frequently and in an Amicable manner Demanded of the said William Wynch by his said Attorneys the Delivery of the said Bond, and hath offered to assign unto the said William Wynch or to his said Attorneys for his account the said Bond of the said Ameer Ul Omrah Bahader.

But now so it is May it Please this Honble Court the said Attorneys obstinately and Wilfully refuses to deliver up unto your Orator the said Bond or to give any manner of Satisfaction respecting the Premises therefore your Orator prays a general Relief such as may appear unto this Honble Court to be agreeable to Equity and Good Conscience To the End therefore that the said William Wynch by himself and by his said Attorneys in manner as to this Court may appear most fit may upon their Several Corporal Oaths true Direct and Perfect Answer make to all and Singular the Matters and

things

Things herein before set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were herein again Repeated and Particularly Interrogated and that he and they may be Decreed to Deliver unto your Orator his your Orators said Bond for the said Sum of twelve Thousand Pagodas he your Orator agreeing unto the said William Wynch or his Attorneys for the delivery up the said Bond of the said Omer Ul Omrah for the Sum of Twelve Thousand Pagodas in such a manner as this Honble Court shall Direct and appoint And that your William Wynch or his Attorneys may be Decreed to pay all Costs of Suit.—

May it Please this Honble Court to Cause the said William Wynch and his said Attorneys the said Sons Mazindie and George Wynch to be Summoned and Appear by the Sheriff of Fort Saint George Towne of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certaine time to be and appear for this Honble Court prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as this Honble Court shall seem Meet.—

Ino Sykes

Bonham

Att.ys for Cmplt.

15th October 1779.—
This Bill was Shewn to me
between the Dayrolls Appearance
let a Summons Issue thereon
Returnable the 5th of October Next.—

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Knowall Men by these Presents that I Henry Norris of Fort St. George are held and firmly bound unto Mr. William Wynch of the same place in the Penal Sum of Twenty four Thousand Star Pagodas for the Payment whereof well and truly to be made to the said William Wynch his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort St. George the Twenty first of June in the year One Thousand Seven Hundred and Seventy Seven

Whereas the above bound Henry Norris hath borrowed and received of the above named William Wynch the full and just Sum of Twelve Thousand Star Pagodas /12000/ to Run at Interest at the Rate of Eleven p Cent p Annum payable in 18 Months from the date hereof

Now the Condition of this Obligation is such that if the above bound Henry Norris his Heirs Executors Administrators or Assigns shall well and truly Pay or cause to be paid unto Mr. William Wynch his Heirs Executors Administrators or Assigns the full and just Sum of Twelve Thousand Star Pagodas /12000/ together with such Interest as may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Vertue.

Henry Norris (L.S.)

Signed Sealed and Delivered where no Stampt Paper is to be had / A True Copy
in the Presence of
Andrew Majendie &
Veerabadraw

Jno Sykes
Bosham

H.J. DuRey
Alty Compt.

(498)

B

Copy of a Paper from Mr. Wm Wynch to his Attorneys

Gentlemen!

Having lent Mr. Henry Norris the Sum of 12,000 Pags by a Bond made in his Name from Omeer Ul Omrah dated June 1777. and having obtained from the Omeer a promise that he will deliver Mr. Norris Paddy as a Security for half the Amount of the said Bond - I do hereby desire you to pay him a Pagoda of all such Money as may be Received on my Account from Omeer as 6000 Pagodas bears to the whole Amount of my Bond being Porto Novo Pagodas 19,111 - 6½ and Stars 27,336

I am Gentlemen
Your most Obedient Servt
William Wynch

Fort St. George
2nd July 1777.

To Messrs Majendie
James
G. Wynch
& F. Wynch,

We do hereby promise to Comply with the Orders on the otherside. -

Fort St. George
4th July 1777

Andrew Majendie
John Wynch

Fyfe

Feb 28th February 1780

The Replication of William Wynch by his Attorney Andrew Stagenden and George Wynch to the Answer of Henry Norris

The said Replicant by his said Attorney saveing to himself all advantage of Exception to the Defendants said Answer for Replication thereunto saith that all and every the Matters and things in and by his said Bill of Complaint already said he will justify maintain and prove to be Good certain and sufficient in the Law to be Answered unto in such manner as the same are therein or thereby set forth and Declared and that the Answer of the said Defendant is untrue and Insufficient in the Law to be by this Replicant Replied unto divers manifest Imperfections and Uncertainties therein contained the Benefit of Exception whereunto being now and at all times saved to this Replicant And this Replicant saith that he will Maintain that the said Defendant doth justly and truly Stand Indebted unto him in the Sum of Fourteen thousand one Hundred and Twenty Six Pagodas and Twenty Eight fanams by Virtue of the Bond Annexed unto his said Bill of Complaint which is not Denied by the Defendant to have been Voluntarily given to and Bona fide obtained by this Replicant, and this Replicant denies that he ought in Justice or Equity to deliver up unto the said Defendant the said Bond before the Defendant has fully Compleated

and

and Performed the Condition therein contained, nor hath the
Defendant Shewn any legal or Equitable Cause why this Replicant
ought so to do. And this Replicant doth also Deny that he applied
to the Defendant in the manner by him Setforth to take upon
himself the Outstanding Concerns of This Replicant or that the
Defendant consented thereto upon the express provision that this
Replicant should lodge in the Defendants hands Sufficient
deposits to indemnify him the said Defendant from any engage-
ments which he the said Defendant might enter into on the part
of this Replicant, nor is any such an undertaking Shewn by the
Defendant to exist on the part of this Replicant. This Replicant
doth admit that some time in the Month of June which was
in the year of our Lord One Thousand Seven Hundred and Seventy
Seven he was about to depart from this Place for Europe and
that the Defendant was Appointed to succeed him this Replicant
in the Paymastership of Trichinopoly but the said Replicant
Attornies do not admit nor do they believe that the said Replicant
did Strongly Solicit the Defendant to take upon himself a Concern
which this Replicant had in the Trichinopoly Country and
Hughes Aumeer Ul Omrah Bekaudor or that the Defendant
consented thereto upon Consideration This Replicant would
indemnify him for the same, but this Replicants Attornies
Attornies do rather believe that if any Solicitations were
made in Respect of the Succession of the said Defendant to the
Paymastership of Trichinopoly or the taking upon himself

any

any Outstanding Concerns this Repliant might have had at that time, that such Solicitations were made on the part of the Defendant or if not at any rate the said Transactions were mutual and agreed to by the Defendant with a View of gaining an Advantage thereby; And this Repliant doth admit that he did procure a Bond from his said Highness for the Sum of Twelve Thousand Star Pagodas payable to him the said Defendant in Six Months from the date of the said Bond dated the Twenty first day of June in the said year of our Lord One Thousand Seven hundred and Seventy Seven, in consideration whereof the Defendant consented to and did Execute one Bond for the Payment of the like Sum of Twelve Thousand Pagodas and Interest at the Rate of Eleven per Cent per Annum Payable in eighteen Months from the date thereof which said Bond is the one in question, And this Repliant Denies that he made or entered into any undertakings with the Defendant to Procure from the said Ameer Ul Omrah a Delivery of Paddy as Securety for Six Thousand Pagodas so as to bind him to any consequences in case of the said Paddy not being Delivered, but this Repliant doth admit that he did give an Order to the said Andrew Mayerdie Edward Jones, George Wynch and John Wynch then Acting as Attornies to this Repliant to pay to him a Proportion of all such Money as might be Received on his Account from the Ameers as Six Thousand Pagodas bears to the whole Amount

of

of his Bond being Porto Novo Pagodas Nineteen Thousand One Hundred and forty four, Six fanams and a Half, and Star Twenty Seven Thousand three Hundred and Seventy Six, Copy of which Order and the acceptance thereof by his said Attorney are Annexed unto the Defendants said Answer, And this Repliant doth Deny that he did Convey unto the said Defendant that he had in his hands at the said time Paddy belonging to the Answer to the Amount and of the Value of Forty thousand Star Pagodas or that the Defendant was influenced by any such Circumstance to Sign the said Bond and the said Assertion is refuted by its own evident absurdity, for if this Repliant had in his Possession so large a Security he would most undoubtedly have Converted the same to Discharge of his own Debt upon the said Answer and not have left the same to him to be Recovered by his Attorneys, This Repliant doth also Deny that the said Defendant did Execute the said Bond for any motives of Friendship towards this Repliant. And this Repliant saith there is no Clause or Provision in the said Letter which is subsequent to the Date of the said Bond which can in the most Strained Construction of the Law afford any Excuse for the Defendant not paying and Discharging the same according to the Conditions therein Contained, And this Repliant saith that without the Act and Default of this Repliant informing from the said Defendant

that he had settled the said affairs with his Highness the Answer
for the delivery of the Paddy to the Amount of five Thousand
Pagodas is very unintelligible and does not shew how such
Settlement of affairs regards this Repliant or whether the same
was an Obligation upon this Repliant or a Voluntary act to serve
the Defendant, who saith that in consequence of such Arrange-
ment he obtained a Letter from the Nabob, this Repliant in
the same manner doth absolutely Deny any manner of
Arrangement with the said Defendant as any Duty or Obliga-
tion upon him or which he on his part was Compellable to
Procure or Compleat as part and Parcel of the Transaction of
obtaining the said Bond of Twelve Thousand Pagodas in
the Name of the Defendant from the said Answer or as a
Consideration of the Bond by the Defendant to him given and
this Repliant saith that if the Defendant did not Receive the
said Sum of Six Thousand Pagodas from the said Answer the
Defendant on that account hath no just Reason to hold him
this Repliant answerable for the same this Repliant not
having given any Promise in Writing or otherwise to that
purpose or Intent, for the utmost Limits of the said Letter
do only extend to marks of Goodwill towards the said Defend-
ant and not to any Condition obligatory upon him for the
Payment and making good the said Sum of Six Thousand
Pagodas in case of any Defaults of the said Answer to perform
the Promise this Repliant had obtained from him to
Deliver him Paddy as a Security for half the Amount of the
said

said Bond, meaning the Bond by the said Defendant
given to Shew which it will be necessary to Consider the Plea
the said promise so obtained, and whether the same was
or not which Circumstance hath not been Discovered by
Defendant nor hath the Defendant Shewn any Objec
whatever which Legally or Reasonably can bind him to
Performance of the said Promise, which if the said Pl
had expected should have appeared as an absolute and
in this Replication he would undoubtedly have Demand
thing Demonstrative of his right to make such Claim
him as a Resource for his Disappointment by the Sale
such had been his Real expectations were in Lieu o
of the said Transaction, the Defendant would have ap
insisted upon the Circumstance being some inser
in a Transaction of so much importance either by
the same in the Original Bond from the said Def
have had an Additional instrument expressive of
-ress or obligation to Deliver Paddy to the Arrow
or Lastly that he would have covered himself by
-ledgement from this Replicant to Stand between him
of the said Jabobin the Performance of the Promise
But this Replicant saith that he absolutely and
execution and Delivery of the Bond in Demand
-ant to this Replicant and no such Promises exhibiting
and unconvertable Agreements of the Sentiments

of the Parties at the final Closure of the said Transaction, and of the Defendants Conscious obligation to Pay the said Bond when the same should become due and that all he expected from this Replicant or his Attorneys was the Performance they had taken upon themselves on his behalf and their acceptance of the said Order is a full proof that the Defendants expectation from this Replicant extended no further — This Replicant admits the Order alluded by the Defendant by this Replicant to his said Attorneys given for the Payment of Six thousand Pagodas in the manner by this Replicant before admitted, with which said Order this Replicants Attornies have ever been ready and willing to Comply, and would have paid the Defendant his Proportion out of this Replicants Demand upon the said Aumeer Ul Comrah if he or they had received the same or any part thereof which they absolutely Deny to have done — And this Replicant saith until they have received the said Amounts or any part of the said Debt from him the said Aumeer, the Defendant cannot Consistent with Justice and Reason make any objection to the Payment of his said Bond and then only as to such Amount thereof as the Proportion of such Receipt is equivalent with the sum of Six thousand Pagodas to the Sum of Porto Novo Pagodas Nineteen Thousand One Hundred and forty four, Six and half, and Star Pagodas twenty Seven Thousand three hundred

Hundred and Seventy Six, and this Repliant saith it is no
arguments in favor of the Defendants that he has Demand
Payment and Satisfaction from this Repliants said Attorney
nor from the said Aumeer ul Omrah as in the one Instance
they could not, and in the other they were not bound to give
any.— This Repliant further saith that the Defendant may
Conjecture and flatter himself with what ideal Views he has
to entertain from the Hopes of Profet and Advantage from
the said Transaction but denies he was any way the Cause of
his Pretended Disappointments or that he is any way lia
to be called to an Account for the same— This Repliant
also that his Attornies have received any Produce from
Sale of any Paddy on Account of any Transaction
the Repliants demand but Acknowledges that there
been some Paddy in the Trichenghoty Country
by Agents who were by this Repliant and his Attor
thought to be trust worthy to the Amount of Eleven
or three Thousand Pagodas the Collection of which
appropriated by them as an Adequate to their Fund
and Expences and the said Persons being out of Bo
of this Honble Court they have not been able to
to an Account for the same, out of which said Collec
Repliant nor his said Attornies have received any
And this Repliant saith that of the said Defendants

of any part of the said Sabey Leaving Been Receives by
Sure or Sis said Attorneys et Bekoned the said Defendant to
Declare how much or what part thereof that the Quantity
might not be left to the Elucidation of uncertain Sure to Tempt
the Defendant or Sis Agents to Grove whatever quantity they
should or may find Convenient to Support so false an Assertion
And this Replicant doth absolutely Deny that the said Bond was
executed and delivered upon the Pretended Assurances by Sure
alledged to have been by this Replicant given And this Replicant
doth insist that the Defendant is not only Equitably but Legally
Indebted to Sim in the Sum Sued for upon the said Bond nor
Hath the Defendant any right nor can he shew any to Counte-
-rance or Legalize his prayer of having his said Bond Redelivor-
-ed upon the Assignment of the said Bond by him accepted as a
Consideration therof from the said Omer el Omrah, notwith
-standing the puerile and equivocal Reasons by him Numeri-
-cally given in answer to the first of which this Replicant saith,
that it appears by the Acknowledgment in the said Bond
expressed that a Valuable and Legal Consideration hath been
given and Received for granting the said Bond as well as by the
acceptance of the Amers Bond and the acceptance of the
Order upon this Replicants Memoirs - In answer to the Second
Reason this Replicant saith that he Denies that any Counter
Security was given by him by which he was absolutely or
unconditionally bound but that the same Depending upon

Events

Events out of his Power to Counteract or enforce he was not bound
by any engagement which could bind him to the Performance of
Defendants expectation as he must have been well aware from all
the Circumstances of things at that time evidently Exhibited
-quently the Defendant hath not been Deceived by the Replicant
throughout or in any part of the said Transaction. And to the
third Argument this Replicant saith that the same is no Cause
Reason to the many before given by the Defendant to Exhibit
objections to the Discharge of his Bond upon any Equity
Law or Justice, the same being Grounded upon no other
than the Answers Promise and the Conditional undertaking
this Replicants Attorneys with respect to the first But as the
Replicant saith it is Evident from the express Words of the
Letter that the Promise from the Answer is nothing more
a Preparatory introduction to the said Order to gain upon the
Attorney, and not meant to be Obligatory upon the Defendant
nor his said Attorneys— nor can any Obligation arise
-ing be implied or Construed therefrom— And as to the
the Defendant was Satisfied with the Wording of the Answer
by not insisting upon any Promise from the Replicant
to make good the default of the said Answer and if the
Defendant at that time did not expect nor Require that the
said Attorneys should undertake or engage to Perform more
they had in their Power and it is clear from the said Letter
-tance that no more was intended by them for the Defendant

wonly Comprised on the Latter part of the said Letter and is Limitted
entirely To the Payment of the Six Thousand Pagodas in such Sums
and Proportions as the same bore to the other Sums owing by the
said Deamon, there is no Order respecting the said Promise nor any
Provisions made for a default of the said Promise, Wherefore there can
be implied or be supposed to exist. And this Repliant doth Say
said Attornies not having Received any Sums of Money from the
Deamon on Account of the Sums mentioned in the said Order that
Repliant is not bound to pay the said Sum of Six Thousand Pagodas
nor hath the Defendant any Demand upon them or them untill
such time as he or they have Received any thing on that Account and
then only of such Sums as the Amount of Six Thousand Pagodas
bears to the said Sums of Nineteen Thousand One Hundred and
forty four, Six and a half Porto Novo Pagodas and Twenty Seven
Thousand three Hundred and Seventy Six Star Pagodas and as no
Salvo or Provision is made in the said Order with Regard to time
it is no legal objection that the Money not having been paid or
Received on that Account should Retard the Demand of the said
Bond from the said Defendant, and his due payment thereof to
this Repliant, for by the Defendant executing the said Bond
payable in an absolute Determined Period without any Salvo for
intermediate events the said Bond should be Discharged, and this
Repliant or his Attornies on his behalf Remain Responsible for the
performance of their undertaking To pay them the said Sum of Six
Thousand Pagodas at such time or times as he or they may be
enables

enabled by the Receipt of Money from the said Answer to pay
the same or such part thereof as may be due to him upon a
proportion of such Receipts as Six Thousand Pagodas is to the
aforesaid Sums owing This Repliant by the said Answer For
all which Reasons This Repliants Attorneys were right in suing
the Defendant for the Amount Principal & and Interest due
upon the said Bond upon his Refusal to Pay the same which
was very unjust and unreasonable And this Repliant saith
That the Prayer of the Defendant for This Repliant to Deliver
up the said Bond and to Receive the said Answers Bonds as
a Satisfaction for the same is still more so this Repliant
therefore prays that upon a due Consideration of the Circum-
stances of the Case before this Honble Court that they will be
Pleased to order and Decree the Defendant to Pay the Amount
Sued for with 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
and by his said Bill of Complaint he hath already Prayd

H. Dubay

Atty Repliant

Filed 28th February 1780

The Cross Answer William Wyrick
by his Attorney George Wyrick Esqr
Resident Attorney at Madras to the
Cross Bill of Henry Norris

The said Defendant by his said Attorney now and at all
times hereafter saving and reserving unto himself all and all manner
of benefit and advantage of Exception to the many errors
Incertainties Insufficiencies and imperfections in the said Cross Bill
of Complaint for Answer thereunto or unto so much thereof as he is
advised doth materially Concern him to make Answer unto and
this Defendant by his Attorney Answereth and saith that he
acknowledges that he was formerly Paymaster of Pulicatpooly
and that upon his being about to relinquish the said place that he
Cross Complainant was likely to succeed him Wherein but the
said Defendants Attorney doth not know of any Particular appli-
cation being made to the Cross Complainant to take upon him-
self his Outstanding Concerns or that the said Cross Complainant
Consented thereto upon the express provisions that this Defendant would
lodge in the hands of him the said Cross Complainant sufficient
Deposit or any Securities to indemnify him for any engagements
which he the said Cross Complainant might enter into on the
part of him this Defendant nor is this Defendants said Attorney
informed of any engagements entered into by the Cross Complainant
on the Part of the Defendant or any Transaction between the Cross
Complainant and the Defendant saving and Except the Bond in
question and dispute before this Honble Court for the Principal sum

&c

of Pagodas Twelve Thousand— This Defendants said Attorney sent that the Defendant was about to depart for Europe some time in the Month of June which was in the year of our Lord One Thousand Seven Hundred and Seventy Seven And that the Cross Complainant was appointed to Succeed him in the Payment Ship of Trichinopoly but this Defendants said Attorney doth not admit nor doth he believe that the said Defendant did Strongly Solicit the Cross Complainant to take upon himself a Concern which he this Defendant had in the Trichinopoly Country with his Highness Anwer Ul Omrah Bahadur or that the Cross Complainant did Consent thereto upon the Security of this Defendant sufficiently to indemnify him for the same, this Defendants said Attorney is not sufficiently informed whether the Bond granted him by the Cross Complainant was in Consideration of such Concern or whether the Bond without the Anwer by this Defendant had any Connection with such Pretended Concern as every matter which this Defendants said Attorney is informed of is Comprised in the Order given to him and the Defendants other Attornies whereby it appears that the said Bond from the Cross Complainant to this Defendant given was on Consideration of one procured by this Defendant in the Name of the Cross Complainant payable in Six Months a Term which antecedes the Payment of his Bond the Space of One full Year— This Defendants said

said Attorney doth Deny undertaking on behalf of this Defendant to procure from the Answerer delivery of Pagodas Security for the Thousand Pagodas but admits that he this Defendant gave an Order to Andrew Majendie, Edward James, George Wyrick and John Wyrick there Acting as Attorneys to this Defendant to pay to the Cross Complainant a proportion of such Money as they they. said Attornies might receive from the Answerer on Accounts of this said Defendant as Two Thousand Pagodas bare to the whole Amount of the Bonds of the said Answerer to this Defendant being Porto Novo Pagodas Nineteen Thousand One Hundred and forty four, Six and half and Star Pagodas Twenty Seven Thousand three hundred and Seventy Six, this Defendants said Attorney knows of no assurance having been made to the Cross Complainant by this Defendant that he had in his Hands at that time Paddy belonging to the Answerer to the Amount and of the Value of Forty Thousand Pagodas out of the Produce whereof and of the Paddy to be delivered by the said Answer to him he the said Cross Complainant saith he concludes he should be fully indemnified in case he Should Signe the said Bond for Twelve Thousand Pagodas in Answer thereto this Defendant saith that the said assertions and Conclusions appear very Erroneous and absurd for if there was no risk wherefore should the Cross Defendant take the Cross Complainants Bond - This Defendant saith not admit there was any Friendship on the Part of the said Cross Complainant

which

which this Defendants Attorney is well convinced there was not in the whole or any part of the said Transaction, but that the Cross Complainant was influenced therein by Motives of Interest and the hopes of keeping so large a Sum as Twelve Thousand Pagodas in his Possession - This Defendants said Attorney further saith he cannot well Answer the Vague expression made use of by the Cross Complainants Solicitor that this Defendant informed him the said Cross Complainant that he had settled the said affair with his Highness the Ameer for delivery of Paddy to the Amount of Six Thousand Pagodas, which does not in the least tend to Strengthen the Cross Complainants Pretensions of this Defendant being Answerable for such delivery - And this Defendants said Attorney saith that he doth not know of any undertaking Obligatory upon this Defendant for him to obtain a Letter from the said Highness which was to contain the said Order on the Manager of the Tuckmoply Country for delivery unto from the said Cross Complainant of the said quantity of Paddy To the Value of the said Sum of Six Thousand Star Pagodas nor any undertaking to be Responsible for the effect of the Delivery of the said Paddy - but all what this Defendants Attorney knows Respecting the delivery of Paddy unto the Cross Complainant by the said Answer is Contained in the Letter or Order of the said Defendant unto his said Attorney under the date of the Second day of July One Thousand Seven Hundred and Seventy three In the former part of which this Defendant informs

his

his said Attorneys of his having lent the Cross Complainant the Sum of Twelve Thousand Pagodas by a Bond made in his Name by the Answer the Answer dated Twenty first June One Thousand Seven Hundred and Seventy Seven, the Subsequent Part of this — having obtained a Promise from him to deliver Paddy doth not mark any Obligation on this Defendant to obtain the same or that he is held thereby responsible for the performance of the said Promise — In the latter part and which is the only essential part of the said Letter the former clearly is evidently extended to be Made with no other design than as a preparatory introduction thereto — This Defendant saith that of his said Attorneys had received any Money on account of his said Debt from the said Answer they would most undoubtedly have complied with the Orders of this Defendant — according to their acceptance — but not having received any Money on that Account this Defendant cannot regard it any Legal objection to the Demand of the Payment of the said Bond from the Cross Complainant the said Bond having been some time due — The Cross Complainant saith that confiding in the said Letter or Order of the said Answer or Payment ally taken for the Value of Six Thousand Pagodas and the Order of this Defendant for the Remaining Six Thousand Pagodas he Executed the said Bond — This Defendant saith that he is no way answerable for the Expence or expectations of the Cross Complainant he this Defendant not having to his Attorneis Knowledge caused them by any Promise on his part to be responsible for his — disappointment and as it is evident from the Receipt of the said

Order

Order (dated Subsequent to the said Bond) and the acceptance thereof by his Attorneys, that the Cross Complainant would not expect to Recive the said Six Thousand Pagodas before this Defendant or his Attorneys should Receive the same and then only a Proportion of such Sums Received as the said Sum of Six Thousand Pagodas should bare to the aforesaid Sums owing this Defendant by the Answer. This Defendant further Conceives he has nothing to do with the information of any Person respecting the Quantity of Paddy produced in the Trichinopoly Country - This Defendant saith that the Cross Complainant having ineffectually applied to the said Answer for the payment of the said Bond of Twelve Thousand Pagodas is no Reason why he this Defendant should be called to Account for the same, this Defendant not having by any Act whatever rendered himself Responsible for the Discharge of the said Bond in default of the Answer to pay the same - nor can the Cross Complainant produce any legal Act whereby such a Pretension can be substantiated - This Defendant by his said Attorney denies they have Received any Money from the produce of any Paddy on Account of any Transaction respecting the Matters in question, but acknowledges that there has been some Paddy sold in the Trichinopoly Country by Agents who were thought most worthy to the Amount of between Two thousand and three Thousand Pagodas of which Sum the Greater part has been Cleared by them as adequate to their trouble and

and

exfences and the said Persons being out of the jurisdiction of this Honble Court – this Defendant nor his said Attorneys have not been able to bring them to any Accounts for the same of which produce this Defendant nor his Attorneys nor either of them, to each and either of their respect knowledges or belief have received any part – And this Defendant by his said Attorney saith that he doth not know nor doth he believe that this Defendant nor any of the aforesaid Attorneys have, nor hath this Defendant received any Sum of Money whatever for or on Account of the aforesaid Debts by the said Answer owing To Wit of Nineteen Thousand One hundred and forty four, Six and half Porto nove Pagodas nor of Twenty Seven Thousand three hundred and Seventy Six Star Pagodas – And this Defendant defies this Cross Complainant to make the said false assertion good – and this Defendant denieth the Cross Complainant hath right for the many false and evasive Reasons and Pretences by him urged to have his said Bond delivered up Previous to his Paying the same or that this Defendant has any Concern with the Bond of the said Answer to the Cross Complainant in his own Name given, much less To Receive the same by way of Agreement as a Satisfaction for the Bond voluntarily given and granted him by the said Cross Complainant and in Answer to the objections made by the Cross Complainant to Pay the said Bond this Defendant to the first saith that it appears by the acknowledgement in the said Bond expressed that a Valuable and Legal Consideration hath been given

and

and Received for granting the said Bond, as well as by the Accept-
-ance of the Answers Bond and the Acceptance of the order upon
this Defendants Attornies - In Answer to the Second objection -
this Defendant Saith that he Denies that any Counter Security
was given by Him by which he was absolutely or unconditione-
-ally bound, but that the same Depending upon Events out of
his Power to Counter Act or inforce, he is not bound by any engage-
-ment which could oblige him to an insurance of the Cross -
Complainants expectations, of which he must have been well aware
and which the Circumstances of things at that time evidently exhibited,
therefore the Cross Complainant Saith not been Deceived throughout
or in any Stage of the said Transaction - In Answer to the Third
Argument this Defendant Saith that the same is no Additional -
Reason to the many before given by the Cross Complainant to estab-
-lish his Objections to the Discharges of his Bond upon any Prin-
-ciples of Law or Justice, the same being grounded upon no other -
foundation than the Answers Promise and the Conditional under-
-taking of this Defendants Attornies - With respect to the first -
Pretension this Defendant Saith it is Evident from the express -
Wording of the said Letter that the Promise from the Answer is
nothing more than a prefatory introduction to the said Order
he gave upon his Attornies and not meant nor would it be -
meant or any understood to be obligatory upon this Defendant nor

his

Sui saue Attorneÿ nor can any obligation or undertaking be expected
or Construed therefrom and it appears that the Cross Complainant
was Satisfied with the Wording of the said Order by not insisting
upon any Security from this Defendant nor from his said Attornies
to make good the default of the Answer - And it is evident the Cross
Complainant at that time did not expect nor Require that this
Defendants Attorney should undertake or engage to Perform more
than they had in their Power, and it is clear from the very Act of
the said Acceptance that no more was intended by them for the
whole extent of the order is comprised in the Latter part of the said
Letter and is limitted entirely to the Payment of the Six thou-
-and Pagodas in such Sums and Proportions as the same
should bare to other Sums owing by the Answer unto this
Defendant - There is no Order respecting the said Promise nor
any Provision made for a default of the said Promise, therefore
none can be implied or supposed to exist - And this Defendant
saith that his said Attornies not having received any Sums
of Money from the said Answer on Account of the Sums mentioned
in the said Order, this Defendant is not bound to Pay the said
Sum of Six Thousand Pagodas nor has the Cross Complainant
any Demand on this Defendant or them until such time as
he or they have received any Money on that Account, and then
only to such Amount as the Sum of Six Thousand Pagodas
bears

bears to the said Sums of Nineteen Thousand One Hundred and forty-
four Six and half Porto Novo Pagodas and Seventy Seven Thousand
three hundred and Seventy six Star Pagodas And as no Salvo or
Provision is made in the said Order with Regard to these it is no Legal
Objection that no Money having been paid or Received on that Acc-
-ount should Retard the Demand of the said Bond from the said
Cross Complainant and his due payment thereof to this Defendant
or his said Attornies - For by the Cross Complainant executing the said
Bond payable in an absolute Determinate form without any exception
for intermediate events the said Bond should be Discharged and this
Defendant or his Attornies on his behalf Remain Responsible for the
Performance of their undertaking To Pay him the said Sum of Six
Thousand Pagodas at such time or times as he or they may be
enabled by the Receipt of Money from the said Answer to pay the
same or such part thereof as may be due to him upon a Proportion
of such Receipt as Six Thousand Pagodas is to the aforesaid Sums
owing this Defendant by the said Answer.

For all which Matters and Things this Defendant
Attornies were Right in Suing the Cross Complainant for the
Amount Principal of and Interest upon the said Bond upon his
Refusal to Pay the same and that he nor they are not bound in
Law or Equity to deliver up the said Bond or to Receive an Assignment
of the said Answer Bond as a Satisfaction for the same and
humbly prays as in and by his Bill of Complaint he hath
already Prayed

all

All which Matters and things this Defendant by
his Attorney is ready and Willing to aver Maintain and prove as
this Honble Court shall Direct and most humbly prays to be Hence
Dismissed with his Reasonable Costs and Charges in this behalf
most Wrongfully Sustained.

Sworn to this 3rd March 1780
before Me
George Proctor
Mr.

Geo. Wyneh
Atty to Mr. Wm Wyneh

M. DuPuy
Atty for Defendt

Filed 27th July 1780.—

The Rejoinder of Henry Norris to the
Replication of William Wyneh by
his Attorney Andrew Majendie and
George Wyneh.—

This Defendant now and at all times hereafter saving
and to himself reserving all and all manner of benefit and Advan-
tage of Exception to the many untruths Errors and imperfections in
the said Replication contained for Rejoinder thereunto saith,—
that he will ever justify maintain and Prove his said Answer
to be good certain and sufficient in the Law to be Replied unto
in such manner and form as the same are therein and thereby
set forth and alledged and that the said Replication is very untrue
evasive and insufficient in the Law and for further Rejoinder
to

to the said Replication this Defendant saith that for or notwithstanding any thing by the said Replicant in his said Replication contained this Defendant ought not to pay his said Bond to the said Replicant or his Attornies as the Terms under which he grants the same have not been complied with – This Defendant doth insist that he never would have Signed the said Bond had he not expected from the Apparances of the Replicant and from the Circumstances under which the whole Transation was made to appear to him at the time of his so Signing the said Bond that he ran no risk whatever in the Transaction, and it was under those Ideas that he intered at all into the Negociation with the Replicant, nor was he induced at all into the Negociation with the Replicant nor was he induced as the Replicant unjustly insinuates under the Prospect of Advantage to Sign the Bond in Question, nor does the Transaction on the face of it wear so Advantageous a Complexion as to be adequate to the Risk or to Warrant such a presumption – This Defendant saith that his Inclination to Oblige the Replicant by assisting him in the Collection of his Outstanding Concerns was his inducement to Act in the manner he has done, and he again Avers as in his Answer he hath already done that he would not have done so had he not understood that the Order on the Replicants Attorney and that the Terms whereon that Order was to be paid, were sufficient together with the said Order of his said Neighbour the Honr on Ryerson Ally Esqr to have indemnified this Defendant – And this Defendant therefore most absolutely Denieth that he

said

said Bond of the said Answer for Twelve Thousand Pagodas Payable
in Two Months Twelve per Cent was the only Consideration one
which this Defendant executed the said Bond, and he insisteth
that the said Replicant did undertake to Procure from the Answer
the delivery of Paddy as Security for the Twelve Thousand Pagodas and
such was this Defendants faith thereon that he Considers the
Bond to the Replicant as void and of no Effect as the Conditions
under the faith and Confidence of which he signed the said Bond
have not been Complied with, and this Defendant further insisteth
that the said Replicant did assure this Defendant that he had
Paddy in his Hands of the Answer to the Value of Forty Thousand
Pagodas which Sum being nearly adequate to the Amount of the said
Bonds this Defendant was led to Conceive that his Proportion thereof
in thereof in the manner as stated in the said Order together with
the said Promised Order for Paddy by the Answer would nearly if not
sufficiently indemnify this Defendant. This Defendant saith that
the said Letter of the said Replicant of the Second Day of July one
Thousand Seven Hundred and Seventy Seven and whereof a Copy is
Annexed to this Defendants Answer is a full Clear and uncontrover-
tible Evidence of a part of the Consideration under which this Defendant
so Signed the said Bond for it expressly says That the Promise of
the Delivery of Paddy by the Answer to the Amount of half the Bond
was the Security for the [illegible] and with the said Condition-
al Order on the Answer of the said Replicant as a Security for the

Payment

Payment of the other half thereof Wherefore the Replicant was not well
founded in saying that this Defendant executed the said Bond uncon-
-ditionally or that the Transaction was finally Closed by this Defendant
after he had so Executed the said Bond or that this Defendant Expecta-
-tion from the Replicant Executing no further - This Defendant insisteth
that his having executed the said Bond to the Replicant under the
Circumstances herein before Stated and with those expectations of Counte
Security in which he has been so much disappointed he hath a
Right to charge those Disappointments to the Account of the Replicant
and Submitteth to the Consideration of this Honble Court that the
said Repliant having given and the said Attornies of the Replicant
having accepted an Order for Payment unto this Defendant of the
said Proportion as Specified in the said Order of all Monies Receivd
by the Repliants said Attornies for Account of the Owners and the said
Attornies having avowedly Sold to the Value of Fifteen Ten and
three Thousand Pagodas this Defendant doth Submit that he is
not Answerable for the Miscarriages which have happened to the said
Attornies from the Misconduct of their Agents but that as the said
Ruby / having been the Owners Property / as part of the Counte
Security on which this Defendant was to Rely this Defendant hath a
right to be credited for his Proportion of the Amount of Sales thereof
without any Consideration being made to the Prejudice of this Defendant
from the Eventual Loss on the said Ruby or the Proceeds thereof -
And this Defendant denies that it was his Business to Question
what Quantity of Pearls Ruby should have Sold as the same was
under the Charge of the Replicants or his Attornies whose Province
it was to Pay attention thereto And this Defendant resteth

that

that under all the Circumstances of this Situation with the Replicant and his Attorney he erred and the Lawor Equity to Pay unto the said Replicant the Amount Demanded and that this Defendant hath a Right to his Bond on Signing the one which was executed on his favor to the said Replicant nor are the Reasons offered by this Defendant in Support of pretention thereto either pertinent or Relevant for this Defendant Saith that the Signing of the said Bond by this Defendant being in Consideration of the said Bond of the Answer with the Promise of Paby by Him and of the said Draft of the Replicant or his Attorney the said Considerations not having been Attended to in manner as they ought the Bond given on the Strength thereof is void This Defendant further Rejoining Saith that altho' he doth not pretend to Charge the Replicant or his Attorney with having Deceived him or Designedly misrepresented to Him as Before this Defendant being nevertheless Destitute of those means of Counter Security under the faith of which he Signed the Bond he is thereby freed from all Responsibility for having so Signed the same — This Defendant further Rejoining Saith that the Promise so Stated by this Defendant in his Answer and by him therein as well as in this Rejoinder urged as a Strong ground on favor of this Defendant is by no means a Prefatory introduction to the Order of the Replicant or his Attorneys but was at the same time and is Still Considered by this Defendant as one of the Essential points of Indemnification in his favor which induced him to Sign the said Bond, and the Replicants said Order on his Attorneys is a Separate part of the said Indemnification

and

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and is Distinct from and entirely unconnected with the former part nor can it by any Sophistry be interpreted that the Promise of the Answer for Paddy and the Draft of the Reply ant on his Attornies for the said Proportional fragment out of the Answer's Money are but one And the same thing on the Contrary the Draft expressly proves out that the Promise for the Answer being a Security for half the Draft follows as a Security for the other half And altho' the Bond of this Defendant is Conditioned for Payment at a Determined time even tho' this Defendant is not bound in Equity to Pay the same at such Determined time if the Stipulations under which this Defendant so Signed the said Bond be not Complied with

All which Matters and things this Defendant is Ready and Willing to Aver Maintain and prove as this Honble Court shall think fit and therefore prays as in and by his said Answer he hath already Prayed

Lyttleton
Atty for Dfndt

Filed 27th July 1780

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The Cross Replication

Henry Norris to the Cross Answer

William Wyrick by his Attorney

George Wyrick late Resident Attorney

at Madras—

This Replicant now and at all times hereafter—

saving and to himself reserving all and all manner of benefit

and Advantage of Exception to the many Errors Insufficiencies

and imperfections in the said Cross Answer Contained for—

Replication thereunto saith that his Bill of Complaint—

against the said Defendant and all and Singular the Matters

and things therein Contained are good true Certain and sufficient

in the Law to be Answered unto in such manner and form as

the same are therein and thereby set forth and alledged and that

the said Answer is very untrue evasive and insufficient in the

Law— And this Replicant further saith that his undertaking

to Sign the said Bond to the said William Wyrick was not

solely in consideration of this Replicants receiving the said

Bond for a similar Sum from his said Highness the Nawab

but in consequence of the expectation of being Counter Secured

by the said Order of the said Cross Defendant dated the fourth

Day of July which was in the year of Our Lord One Thousand

Seven Hundred and Seventy Seven and accepted by the said

Andrew Mazindie and John Wyrick as by the Attornies of

the said Defendant on the fourth day of the said Month a Copy of

which Order is Annexed to this Replicants Answer to the Bill of

Compt

Complaint of the said Cross Defendant and to which he begs-
-ant prays to have reference and to have every benefit thereof
in like manner as if the same was herein fully and specially
set forth this Replicant saith it is true that the Bond granted by
the Answer is made Payable Twelve Months before the One granted
by this Replicant, but that difference as to Period of Payment is
no Argument to the Prejudice of this Replicant such being the
Period at which the Answer undertook to said Cross Defend-
-ant to Pay off the Value of the said Bond - This Replicant
insists that the said Order of the fourth Day of July is the
Promise of the Answer to Deliver to this Replicant Pagodas for
Six Thousand Pagodas is marked as part of the Quota -
Security of the said Bond of Twelve Thousand Pagodas and the said
Proportional Order on the said Morris are by them respectively
expressly therein mentioned as the Remaining Six Thousand
Pagodas, and this Replicant considers himself as additionally
Secured thereby under the Verbal assurance of the said Defendant
that he had Paddy in his hands the Property of the Answer to the
value of Sixty thousand Pagodas to which this Replicant has
sworn in his Answer to the Original Bill and further
hopes to have the full benefit thereof in this his Cross Bill -
Cross Claim for this Replicant says that he fully and strictly
Depended the said assurance and the Reliance united to that
thereon - This Replicant saith that his Principal never
having Obtained the Consent of the said Defendant was kept
here in the Recollection of his Creditors Concerns as far as

Le

he could do without Risk to Himself and he totally Denies that the Prospect of having Twelve Thousand Pagodas in his Hands for any Length of Time, or the Difference of Interest Made on the Bonds was his Inducement for interfering in the said Concerns nor can it be supposed that so trivial a Benefit could have induced him to engage in so large a Concern unless he Considered himself as fully indemnified in manner as herein before set forth. And this Repli-cant further saith that whatever the former part of the said Letter or Order of the said fourth Day of July be or be not as the Defendant Pretences to Shelter a Befatory part of the Letter this Repliant Considers it as a Strong Argument in his favor the more so as the same was accompanied with a Letter from the Aumeer Nyrran Ally Cawn the then Manager of the Trichinopoly Country which was said to Contain an Order for the Delivery of Pagodas to the Amount of Six Thousand Pagodas altho' the same was as this Repli-cant hath Stated in his said Answer to the Cross Defendants Original Bill only a Letter of Introduction to the said Nayrran ally Cawn. And by way of Replication to that part of the Defendants Answer by his said Attornies where it is set forth that the Defendant is not answer-able for the Confidence or Execution of the Cross Complainant the said Defendant not having to his Attornies knowledge caused them by any Promises on his part to be Responsible for this Repliants disap-pointment. This Repliant saith that having entered into the Negociation or question with the Defendant in regard having an Consequence had several Explanations with the said Defendant at the time the same was on foot

fact, which explanations although Material to this Repliants case now
Reduced to Writing this Repliant is deprived of every benefit and advan-
-tage from the same as the Defendant is not here to answer upon oath.
This Repliant therefore humbly submitteth to the Consideration of
this Honble Court, that the Matters and things which are set forth
in this Repliants Answer to the Defendants Original Bill now
of Record in this Honble Court, ought to stand and be considered as
Evidence in favor of this Repliant towards supporting his right
under this his Cross Bill of Complaint the whole whereof this
Repliant avers is in every Respect true and unexaggerated nor
would it be in the Power of the said Cross Defendant was he here to
contradict any Part thereof and this Repliant further saith that
having been informed in manner as in his said Answer to the
Original Bill is set forth that the Party in the Fire kingsley County
in the hands of the Defendants Attorneys and belonging to the Amer
is so far short of the Value at which it was estimated to have such
Difference doth materially affect the Situation of this Repliant in
points of the Security he looked unto, when he first took the Negoci-
-tion, and as this Repliants Bond was granted upon the full faith
and confidence that the several Arguments suggested by the said
Cross Defendant to this Repliant would be most punctually observed
the non observance thereof in manner as this Repliant hath in his
Answer to the Original Bill and in his Cross Bill set forth is a just
and sufficient Reason why this Repliant should receive back his
Bond or account with the said Defendant or his Attorneys for his

use

Replicant did so Execute his said Bond to the said Cross Defendant
this Replicant hath a Right to have his said Bond Rescinded unto
him or his assigning the said Bond of the Answer for the Like Sume
to the said Cross Defendant or his attorny for his use and by way of
Replication to that part of the Cross Defendants Answer wherein he says that
this Replicant has no Demand on the Cross Defendant or his Attorny un-
til he or they have Receive Money on account of the Lease due by the
Answer and then only to such Amounts as the Sum of Six Thousand
Pagodas bears to the said Sume of Nineteen Thousand One hundred and
forty four Pardas Sixty Pagodas Six fanams and a half and Twenty Seven
Thousand three hundred and Seventy Six Star Pagodas and that as no
Salve or Provison is made in the said Order with Regard to Time it is no
legal ojection that no Money having been paid or Received on that Account
should Retard the Demand of the said Bond from this Replicant and his
dece Payment thereof to the said Cross Defendant or his Attorny this
Replicant Saith that when the said Order was given the Cross Defend-
ant assured this Replicant that there was Paddy in the Hands of his Attor-
ney and which belonging to the Answer to the value of Forty Thousand Pagodas
and which was to be disposed of towards Payment of the Answers
said Bonds and that this Replicant should Receive his Proportion as
aforesaid thereof, which assurance this Replicant considers as a suf-
ficient cover or nearly so for the Sum of Six Thousand Pagodas and
this Replicant relies also on the certainty of the said Paddy being dis-
posed of and the Money Received before the Expiration of the Eighteen
Months and under the Joint Security of the said Order for the Delivery

of

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of Paddy this Repliant Signed the said Bond in manner aforesaid but
default was made in the Delivery of the said Paddy to this Repliant and
the said Paddy in the Hands of the said Orgs Defendants and his Attorney
sworn out so deficient in point of Value as this Repliant hath not
in the Course of three years recovered any part of the Process therefrom
Repliant humbly insists that the Considerations under the full faith
whereof this Repliant so Signed the said Bond have not been main-
this Repliant hath a right to demand the Delivery of his said Bond

Wherefore this Repliant humbly prays as in and by his said Orgs Bill he hath
already Prayed.

L. Bokham

Atty for Orgs Repl.

Filed 16th April 1782

The Orgs Rejoinder by Wm
Pyrick by his Attorney George Pyrick the
Resident Attorney at Madras to the Orgs
Replication of Henry Torin

This Defendant now and at all times hereafter saving and
reserving to himself and all manner of benefit and Advantage of Exception to the many manifold Errors uncertainties Insufficiencies and imperfections in the said Replication contained for Answer thereunto doth and
he will aver justify maintain and prove his said Answer to be good true
Certain and sufficient in the Law to the Replication above and manner and

form

form as the same are therein and thereby set forth and alledged and that the said Replication is very untrue Evasive and insufficient in the Law and the said Defendant by his said Attorney saith that he will maintain and Prove that the Cross Replicant doth justly and truly stand Indebted unto him in the full and just Sum of Fourteen thousand one hundred and Twenty Six Pagodas and twenty eight fanams in the manner and form as the same is set forth in his Original Replication and Cross Answer to the Cross Complainants Bill.

And this Cross Defendant saith that the Reasons and Arguments introduced in the said Cross Replication against the Payment of the said Amount of Principal and Interest are very evasive and do not contain any Equity to set forth his the said Replicants Demand of the said Bond to be Delivered up to him to be Cancelled Because this Defendant saith that the Consideration for which the said Bond was given was a good and Legal Consideration, and did not Depend upon any Contingent Condition, but was absolute and good to all intents and purposes of the Law to bind the Replicant to the Payment and Discharge thereof upon the Day and time limitted and expressed therein, and this Defendant Denies that there was any Counter Security given or Agreed to be given or Procured by this Defendant for the Payment of the said Bond from the Answer that the Letter or Order of this Defendant to his Attornies does not convey nor can any construction thereupon However forceably any further Responsibility than that of his Attornies paying to the Replicant such proportion of all such Monies as

* they might Receive on his Account from the Answer as Six thousand
* Pagodas bears to the whole Amount of his Bonds being Fortynine

Pagodas

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"Pagodas Nineteen Thousand one Hundred and forty four, and the said
"Jaxarm and Star Pagodas Seventy Seven Thousand Three Hundred and Sixty
Six, The terms of which Receipt of Money from the Arrears is not known
nor any Responsibility undertaken by the Defendant in the Event of the
Money not being paid but the Defendant conveyed and by his Bond bound
himself to Receive on Account of the Arrears Bond the Sum of Six
Thousand Pagodas at such Terms and on such proportions as the
Sum bore to the whole Amount of the Arrears Debt to the Plaintiff
if it had been the intention of the Parties that the Arrears Bond to the Plaintiff
should be discharged, And that this Defendant should procure the same to be
discharged first by the delivery of Paddy to the Amount of Six Thousand Pagodas
And the other Sum of Six Thousand Pagodas from Money to be paid by the
Arrears on Account of this the said Arrears Bond to this Defendant or in part
of the said mode of Paying and Discharging the said Bond this Agreement
and by Virtue of such Special Covenant that the Plaintiff should tender
before a Negotiement of the aforesaid Bond to Him and on his refusing
given by the Arrears to Demand his Bond back from the Defendant
or his Attorneys, in order that the said Bond and the Consideration for which
the same was given might be Delivered up and severally Cancelled the Defendant
and doth that in case such Covenants has been Entered into there would
have been no difficulty in pointing out the reciprocal obligations between
this Defendant and the Plaintiff in any Event which might happen between
the Commencement of the said Transactions until the time limited for the
Payment of the Plaintiffs Bond to this Defendant but with whether
this Defendant answers that as no such Conditions are existing none can
be pointed to and, that the Obligations of the Plaintiff of such Conditions

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said Answer to this Defendant due and owing, and of course until the said produce of Paddy is received this Defendant saith that the Replicant is not entitled to his proportion thereon, much less to have his Bond delivered up and returned, both which Demands however Diametrically opposite in their Natures are equal unjust and unreasonable, And as to any other matter or thing by the Replicant set forth as Cause for his not paying off and discharging his said Bond, the same are very Vague and insufficient and as to any further Matter in the said Replication contained whereto this Defendant hath not specially Rejoined this Defendant saith the same is untrue and insufficient to be rejoined unto.—

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 Answer he hath already prayed.—

Hy DuPuy

Atty Engl Deft

(540)

Mayor's Court
at Madras Patnam

Friday the 17th Day of Janry
Anno Domini 1735

Present

William Webb Esquire Mayor
James Call Benjamin Roebuck
Hugh Maxwell Edward Ironmd
and
Eyles Irwin Aldermen

Between William Wynch by his Attornies Andrew Majendie and Geo Wynch of Fort St George Esquire Original Complainant and Cross Defendant and Ray Norris late of Madras but at present of Trichinopoly Paymaster Original Defendt and Cross Complainant
Et Contra

These Causes Coming on to be Heard and Debated this Day in the Presence of the Attornies on both sides on Reading the Original Complainants Bill with an Account Current and Copy of a Bond or Obligation Annexed, The Original Defendants Answer with a Copy of a Letter Annexed, The Cross Bill with Copies of a Bond and a Letter Marked B Annexed, The Rejoinder, The Cross Replication, The Cross Rejoinder. On Hearing the Pleadings read and Debated by the Attornies and on due Consideration had Thereon This Court doth find fit to Order and Decree and doth accordingly Order and Decree that

the

the Original Defendant do pay unto the Original Complainant the
full and just Sum of Fourteen Thousand One hundred and Twenty Six
Pagodas and Twenty eight Fanams together with such Interest as now
is or shall hereafter become due thereon until full payment is made
and It is further Ordered and Decreed that the Cross Bill do stand
Dismissed with Costs.—

Pr Curr

Filed 9.th March 1738.—

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator James Edington of Fort Saint George
Esquire a Captain of Infantry in the Service of the Honble the United
English East India Company under their Establishment on the
Coast of Coromandell, That Shadapilly of Madras Dubash stands
justly and truly Indebted unto your Orator in the full and
just Sum of three Thousand Eight Hundred and Eleven Pagodas
and Eighteen Fanams making in Sterling Money of Great
Britain after the rate of Eight Shillings for every Pagoda the
Sum of One Thousand five Hundred and Twenty four Pounds, Six=
teen Shillings and upwards, which Debt from your Orator, Sheweth,
is the Amount Principal and Interest owing upon a certain
Mortgage Bond or Obligation under the Seal of the said Sha=
dapilly and bearing date the Eleventh day of June, in the
year

year of our Lord 1783 and by him given and granted unto your Orat
as an Acknowledgment of the Receipt of the Principal Sum, and a Secu
for the Payment of the same with Interest, unto your Orator at
said Payment to be made became due and owing unto your Orat the
Eleventh day of December next following the date of the said Obligat
being the Term of Six Months as mare and mentioned in the Cond
tion of the said Obligation, and which was Agreed by & between
your Orator and the said Shashapilly, and which your Orator hath
the said Shashapilly promised and undertook to Pay unto your Orat
at the expiration of the said Six Months, as will more fully appear by
the Original Mortgage Bond in your Orators possession, and ready to be
produced whenever required, a Copy whereof is hereunto Annexed for the
inspection of this Honble Court, and which your Orator prays may
be taken as part and Parcel of this your Orators Bill of Complaint. your
Orator further Sheweth, that the said Shashapilly did by such Mortge
Bond or Obligation further Covenant and Agree, that in failure of Pay-
-ment, Your Orator his Attorneys Executors Administrators or Assigns
shall have power to Sell and Dispose of the Mortgage Premises by
Public Outcry, on Twenty days Notice being Previously given to the
said Shashapilly, and from the Proceeds of such Sale, to Pay your Orat
or his Attorney, Executor, Administrators or Assigns, the Amount
Principal and Interest due and to grow due by the said Condition
to the day of Payment thereof and all Cost and Expences attending
the same, your Orator paying the Residuum, if any, to the said
Shashapilly as will more fully appear by the Copy Bond and
Condition

Sirewnto Annexed to which your Orator prays a Reference, your Orator sheweth
that at the Expiration of the said Term of six Months, your Orator did by
himself and Attorney frequently and in an Amicable manner apply to
him the said Shashapilly and Requested him to Pay the said Principal
Sum of three Thousand and five hundred Pagodas and the Interest then arrear
that time, or else quietly and peaceably to permit your Orator to put up to
Sale by Publick Outcry pursuant to the Covenant in the aforemen=
=tioned Mortgage Obligation, which your Orator well hopes the said Shas=
=hapilly would have complied with such reasonable Request of your
Orator, as Justice and Equity ought to have done.

But now so it is and may it Please this Honble Court that
the said Shashapilly combining and Confederating himself to and with
divers other persons at Present unknown to your Orator whose names when
Discovered your Orator prays may be made Parties hereto with proper
and apt words to charge them now to injure and aggrieve your Orator in
the Premises and to defraud him of the said Principal and Interest due to
him, the said Shashapilly pretends and gives out that he has no power
or Authority to Permit your Orator to put up the Mortgage Premises
for Sale by Public Outcry, as he in fact is only as a Trustee for some other
Person and persons at Present unknown to your Orator, and that there=
=fore he cannot, nor will not permit the said Premises to be sold by
Public Outcry but will disavow the same, and does Refuse to give your
Orator any manner of Satisfaction touching either the Discharge of
the said Mortgage Bond or the Sale of the Premises, all which Actings
and doings are Contrary to Equity and good Conscience and tend your

Orator

Orators manifest Wrong and Injury To the End therefore that the said Shashapilly & his Confederates whose discoveries may appear to be and the several and respective Corporal Oath true full and perfect answer make to all and Singular the Premises as fully and Particularly as if the same were herein again repeated and they interrogated according to the best of his and their information knowledge or belief and more particularly whether the said Shashapilly did not apply unto your Orator or his Attorney to Borrow the Sum of three Thousand five Hundred Pagodas or some other and what Sum of Money, and propose to Secure it with Interest as foresaid in the manner herein before mentioned or in any other and what manner, and whether your Orator did not accordingly agree and Lend to Serve the said Shashapilly the said Sum of three thousand five Hundred Pagodas and whether he did not Execute and give unto your Orator such Mortgage Bond or Obligation bearing date the Month day of June 1783 or some other and what Mortgage Bond & Premises to your Orator or of any other and what date, and that he the said Shashapilly may set forth whether the said Principal Sum of three Thousand eight hundred Pagodas and the Interest thereon or any part thereof hath at any time and when been paid by any Person and whom, to your Orator or his Attorney and that the said Shashapilly may set forth how much is now due to your Orator for Principal and Interest on his said Security, and that the said Shashapilly may be Decreed to pay and satisfy to your Orator the said Sum of three thousand eight hundred and Eleven Pagodas and Eighteen Fanams and all Interest due and to grow due thereon by a short Day to

&c

be Appointed by this Honble Court together with all Costs of this Suit and in default thereof that the said Shashapilly and all Persons Claiming under him may be foreclosed of and from all Equity of Redemption or Claim on and to the said Mortgaged Premises and every part thereof and that your Orator may have such further and other Relief in the Premises as to this Honble Court shall seem Meet.—

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

Chas. Bromley
Atty Compt.

Know all Men by these Presents that I Shashapilly of Madras Inhabitant am held and firmly bound unto James Edingtoun Captain in the Service of the Honble United East India Company of Merchants trading to the East Indies in the Penal Sum of Seven thousand Star Pagodas Current Money of Madras to the Payment whereof well and truly to be made to the said James Edingtoun or his certain Attorney Executors Administrators and Assigns I do Hereby bind myself

myself my Heirs Executors and Administrators firmly by these Presents
Sealed with my Seal dated in Madras this Eleventh Day of June One
thousand Seven Hundred and eighty three. —

Whereas the above bound Shashapilly hath Borrowed and Received
of the above named James Edingtown the full and just Sum of Three
Thousand and five Hundred Star Pagodas Current Money of Madras
Nun at Interest at the Rate of Twelve p Cent p Annum and Payable
in Six Months from the Date hereof and for the better Securing the Pay-
-ment of the said Sum of Three thousand five hundred Pagodas hath
proposed to Mortgage Assign and Transfer unto the Said Edingtown
two Several Houses and Grounds Situated Respectively Viz. one House
and Ground in Peddy Naicks Pettah bounded on the East by the high
Road leading from the Esplanade to the Coat on the West side by
Paucala Singanaks House on the North side a Piece of Ground
Pykaran another House and Ground Situated at Peddy Naicks Pettah
in Bundy Yagambrams Street Between the Houses of Andy Naran
Mooleyah and Doarsala Mullah Chitty and another Spot of
Ground Situated in Chang Colam Street between the Ground of
Soobramonya Chitty and Megah Said as well more fully appear
by the Title Deeds of the said Two Several Houses and Ground and
Spot of Ground Delivered to the said James Edingtown by the said
Shankapilly. —

Now these Presents Witnesseth in Consideration of the Said
Sum three thousand and five Hundred Pagodas to him in hand paid by
the said James Edingtown before the Sealing and Execution of these Presents
the

The Receipt whereof the said Shaskapelly doth hereby Acknowledge and thereof and therefrom doth acquit Release and Discharge the said James Edingtown his Executors Administrators and Assigns forever by these Presents he the said Shaskapelly hath assigned Transferred and Setteward by these Presents doth assign Transfer and Setover unto the said James Edingtown the said Two Several Houses and Grounds and the other Spot of Ground with the said James Edingtown his Executors Administrators and Assigns forever upon this Condition nevertheless that if the said Shaskapelly his Executors Administrators or assigns shall well and truly Pay or Cause to be Paid the said Sum three Thousand five hundred Pagodas and Interest as above mentioned at the Expiration of Six Months from the date hereof that these Presents shall be void but in default thereof that the said James Edingtown or his attorney Executors Administrators or Assigns shall have power to sell and Dispose of the said Premises by Publick Outcry on Twenty Days Notice being Previously given to the said Shaskapelly and from the Proceeds of such Sale to Payunto him the said James Edingtown or his Attorney Executors Administrators assigns the Principal and Interest to grow due by these Presents up to the Day of Payment thereof and all Costs and Expences attending the same and to pay the Residue to the said Shaskapelly or his attorney Executors Administrators and Assigns.

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

/Signed/ Colly Sirgum
Veerapermall

/Signed/ Shaskapelly (L.S.)

Thos Ogg
Chas Bromley
Atty for Compt.

Mayors Court at Madraspatnam } { Tuesday the 27th Day of April Anno Domini 1784

Present

John Menzies Esquire Mayor

James Call and George Savage Aldermen

Between James Dingley Esq.r George Esquire Captain in the Honble Companys Service Complainants Shashakeilly & Moses Dubash Defts and

Appearing by the Record of the last that the Usual Rules have gone for the Defendant to answer the Complainants Bill which he has neglected doing This Court therefore thinks fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of three Thousand Eight hundred and Three Pagodas and Eighteen fanams / Pagodas 3818.18 / together with all such Interest as now is or shall hereafter become due until full Payment is made also all Cost of this Suit

John

549

Filed 15th June 1782

To the Honble the Mayors
Court at Madrespatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Josias Du Pre Merchant of Fort Saint George Merchant
that Balarmoodoo Chilly of Madras Inhabitant Standeth justly and truly
Indebted unto your Orator in the full and just Sum of Three thousand
Eight Hundred and Twenty Pagodas and Thirty One fanams Current
Money of Madras making on Sterling Money of Great Britain
£1200 Six Rials of Eight Shillings for my Pagoda the Sum of One thousand
five Hundred and Twenty eight Pounds five Shillings and eleven
being the Ballance of an Account Current arising upon a Bond or
Obligation given and granted unto your Orator by the said Balarmoodoo
Chilly a true Copy whereof and the said Account Current is hereunto Annexed
for the inspection of this Honble Court and which your Orator prays may be
admitted as part of this your Orator's Bill of Complaint and Whereas your
Orator hath frequently and in an Amicable manner Requested Payment from
the said Balarmoodoo Chilly of the said Sum of three thousand Eight Hundred
and Twenty Pagodas and Thirty One fanams.

But now so it is and May it Please this Honble
Court the said Balarmoodoo Chilly Obstinately and wilfully refuses to Pay the
same or to give your Orator any manner of Satisfaction touching the Premises
your Orator therefore prays a General Relief such as to this Honble Court
shall appear agreable to Equity and good Conscience To the End

Therefore

(550)

Therefore that the said Balarmoodoo Chully may upon his Corporal full true Direct and perfect Answer make to all and singular the Matters and things herein before Set forth and alledged fully plainly Effectually to all intents and Purposes as if the same were herein particularly Interrogated and that he may be Decreed unto your Orator the aforesaid Sum of three thousand Eight hundred Twenty Pagodas and Thirty one fanams together with all such as now is or shall hereafter become due thereon also all Costs of

May it please &c. to Order the Worlds Court to Cause the said Balarmoodoo Chully to be Summoned and Compelled by Writ of Subpœna to appear before this Court at Fort Saint George, Madraspatnam to the Rest of Personally to be and appear before this Worlds Court at a certain Time and place to be by this Worlds Court Ordered and there and there to Answer the premises Your Orator Further Craves Leave to Refer to the Further Order of this Worlds Court shall seem Meet.

15th June 1782.

This Bill was Sworn to in Court between the Days of Adjournments for a Summons to Return the next Court Day.

Edwd Garrow

Edwd Bromley
Atty Complt

# Dr. Balamoodoo Chully in Account Current with Josias DuPré Porcher Cr.

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1782 | | | | | | 1782 | | | | | |
| March | 6th | To Cash lent on your Bond Payable on Demand | 3700. | " | " | June 11th | By Ballance | | | 3820. | 31. |
| June | 11th | To Interest on the above Sum to this day is 3m 8d @ 12 p Cent p Annum | 120. | 31. | " | | | | | | |
| | | Pagodas | 3820. | 31. | " | | Pagodas | | | 3820. | 31. |

For S.C. George
11th June 1782.

Errors Excepted
pr Jos. DuPré Porcher

552

Know all Men by these Presents, that I Balarnoodoo Chetty
Inhabitant of Sydapetta am holden & firmly bound unto Mr. Josias
Porcher Inhabitant of Fort St. George in the Penal Sum of Seven
Hundred Star Pagodas to the Payment whereof well and truly
to the said Josias DuPre Porcher his Heirs Executors Administrators
& Assigns, I do hereby bind myself my Heirs Executors and Administrators
firmly by these Presents In Witness whereof I have hereunto set my
hand and Seal in Fort St. George this Sixth Day of March in the
year One Thousand Seven Hundred and Eight two.

Whereas the above bound Balarnoodoo Chetty hath borrowed
of the above named Josias DuPré Porcher the full and just Sum of
Three Thousand Seven Hundred Star Pagodas to him at Interest at the Rate of
Twelve per Cent per Annum Payable on Demand.

Now the Condition of this Obligation is such, that if the above
Balarnoodoo Chetty his Heirs Executors Administrators or Assigns shall
well and truly pay or cause to be paid unto Josias DuPre Porcher his
Heirs Executors, Administrators or Assigns the full and just Sum of
Three Thousand Seven Hundred Star Pagodas together with such Interest
as shall or may become due thereupon then the above Obligation
to be void otherwise to Continue in full force and Virtue.

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

/Signed/ Runga Pillah

/Signed/ Balarnoodoo Chetty

A true Copy

Chas. Bromley

Secy. Comptr.

653

Exd

Fulo the 18th June 1782 — In the Mayors Court at Madraspatnam —

Between Josias DuPre' Broker of Fort Saint George Merchant Complainant and Balamoodoo Chetty of the same place Arbakit- and Defendant —

The Affidavit of Josias DuPre' Broker —

The above named Deponent maketh Oath and saith that the above named Defendant stands justly and truly Indebted unto him this Deponent the full and just Sum of three thous. and Eight hundred and Twenty Pagodas and Thirty One fanams —

Sworn before Me
this 18th June 1782 —

Edwd Garrow
Mayor

Jos. DuPre' Broker

(554)

Filed 13th August 1782.

The Plea and Answer of Ballanrooss Chitty of Madras Inhabitant Defendant to the Bill of Complaint of Josias DuPré Gordon of Scotland Merchant Complainant

This Defendant by Protestation not acknowledging or confessing all or any of the Matters or Things in the said Bill of Complaint contained to be true in such manner and form as the same are therein and thereby set forth and Declared, for Plea thereunto saith, that he, this Defendant, by virtue of the Writing Obligatory in the said Complainant in his said Bill of Complaint mentioned produced by the said Complainant in support of his Claim upon this Defendant, ought not to be charged with the Debt claimed by the said Complainant by any thing herein he, this Defendant saith that at the time of making the said Writing Obligatory he, this Defendant was imprisoned by him the said Complainant at Madras aforesaid, and was detained in Prison by him the said Complainant, until he, this Defendant, procured the said Writing Obligatory to him the said Complainant, which said time of Imprisonment being as he this Defendant is advised, illegal, the said Writing Obligatory mentioned and figned by the said Complainant in his said Bill of Complaint, is, as being obtained under such Duress of Imprisonment void in Law, wherefore he this Defendant doth Plead thereto and

of Imprisonment in Bar to the said Complainants said Bill of
Complaint and humbly Demands the Judgment of this Honble
Court whether he this Defendant by Virtue of the Writing Obligatory
aforesaid ought to be Charged with the Debt aforesaid And this
Defendant in no wise waiving the Benefit of his said Plea in Bar
but wholly Relying and insisting thereon for Answer to the said Com-
-plainants said Bill of Complaint or to so much thereof as this Defend-
-ant is advised is Material or necessary for him to make Answer unto
he does Answer and say that he this Defendant positively Denies
being Indebted unto the said Complainant in the Sum of Three Thous-
-and Eight Hundred and Twenty Pagodas and Thirty one Fanams Current
Money of Madras as is most unjustly Stated and Set forth in the said
Complainants said Bill of Complaint and the Account Current
Thereunto Annexed, or in any other Sum or Sums of Money whatsoever
this Defendant being an entire Stranger to him the said Complainant,
and never having had any Connections Dealings or Concerns what-
-soever with him this Defendant further answering saith that some
time in the year of our Lord One Thousand Seven Hundred and
Seventy Nine he this Defendant being in want of Cash did apply to one
Vencata Ramah Pillah a Debash for the Loan of some Money, which
Request of this Defendant the said Vencata Ramah Pillah complied with
and did at Sundry different times lend to this Defendant the Sum of
Four Thousand five Hundred and Sixty one Pagodas and this Defendant
did Reply to the said Vencata Ramah Pillah the Sum of Three
Thousand nine Hundred and Sixty Pagodas at the Several times

Specified

Specifies in an Account Current a Copy of which is hereunto Annexed for the Inspection of this Horible Court, which this Defendant prays may be admitted as part of this his Answer the Original being in Defendants possession and Ready to be produced whereever this Hon.d and shall by this Horible Court be thereunto required upon the Ballance of which Interest excludes there now remains due to the said Vencata Ramah Pillah the Sum of Eight hundred and Eighty nine Pagodas Thirty Seven fanams and three Cash which said Ballance this Defendant ever has been and now is Ready and willing to Pay unto the said Vencata Ramiah pillah, whenever the said Vencata Ramiah pillah executes a full and sufficient Discharge to this Defendant. This Defendant further Answering saith that on Account of the Present Hostilities and Invasion he this Defendant thought it necessary to send his Cashery Book Papers and Accounts to a place of Security to the Northward and some time after this Defendant had so done the said Vencata Ramah pillah made a Demand upon this Defendant to Pay him the Money due to him, without ascertioning what was the Amount to which this Defendant thought although to this Defendant conceived that there was a Ballance due to him the said Vencata Ramah Pillah yet as this Defendant could not ascertain how much that Ballance was as this Defendant had sent away all his Books Papers and Accounts to the Northward, and had not previously drawn a Statement of the Amount Ballancing thereof from the the said Vencata Ramah Pillah to this Defendant Agreeable the

said

said Vencata Ramah to indulge him with time sufficient to send for his this Defendants accounts and Papers and that he this Defendant would then enter into a fair and just Settlement of the accounts between them, and would pay him the said Vencata Ramah Pillah whatever Ballance should appear to be justly owing to him this Defendant further Answering saith that the said Vencata Ramah Pillah instead of acquiescing in this Defendants Reasonable Request Peremptorily insisted on having his Money part Thereof he the said Vencata Ramah Pillah could not know much was due to him, and in Order to Compell this Defendant to Pay whatever he, the said Vencata Ramah pilla should think proper to Demand without any adjustment of accounts whatever He the said Vencata Ramah Pillah, set several Peons over this Defendant who Constantly Watched over this Defendant, and Prevented this Defendant from going about his necessary business and at last Compelled this Defendant against his Inclinations and whilst in the Custody of the said Peons to go the said Complainants Garden House this Defendant further Answering saith, that after his this Defendants Arrival at the said Complainants said Garden House in Custody of the said Peons in manner aforesaid Vencata Ramah pilla went and spoke to the said Complainant and after some Conversation between him the said Vencata Ramah Pillah and the said Complainant he the said Vencata Ramah Pillah returned and told this Defendant, that his Master the Complainant was very much Displeased with this Defendant, and threatened to Confine this Defendant close Confinement, to Prevent which he the said Vencata Ramah Pillah advised this Defendant

to,

to grant a Bond ive the said Complainants name for the sum of
Thousand eight Hundred and Seventy Pagodas and thirty
which he the said Vencata Ramah Pillah said was the Ballance
the Ballance due to him from this Defendant he the said Ven
Ramah Pillah at the same time assuring this Defendant that
soon as this Defendant could procure his Papers and Accounts from
Northward, that he the said Vencata Ramah pillah would settle
in a fair and just manner, and would give this Defendant Credit
Sum that might be overcharged in the Bygone Bond. This D
further Answering Saith, that in Order to obtain his Accounts
in the Custody of the said Bond he, this Defendant, the pretended
Writing Obligatory mentioned and Referred to by the said Complainant
in his said Bill of Complaint, and to which this Defendant hopes
the said duress of Imprisonment in Bar to the said Bill
thereof. This Defendant further Answering Saith that the pretended
the said Writing Obligatory in manner aforesaid he this Defendant was
Anxious to know the Amount of the Ballance truly due to the
Vencata Ramah Pillah did, tho' at the Request of this Defendant
total Stair, in case his Accounts and Papers fell into the hands
the Enemy, therefor his Papers and Accounts from Northward
which this Defendant did receive till the Month of
when this Defendant made up his Accounts and sent to the
Vencata Ramah Pillah to whom the same Ballance should
Purpose and Advantage of this Defendant, the said Vencata
Ramah Pillah refuse to settle the Accounts and make
mediate Payment of the Bond given to the said Complainant

manner aforesaid without making any deductions or allowance whatsoever for the enormous overcharge made by him the said Venkata Ramiah Pillah.—

All which Matters and things this Defendant begges to be able to prove to the satisfaction of this Honble Court and prayes to be hence Dismissed with his reasonable Costs and Charges in the Law in this behalf most Wrongfully Sustained.

Thomas Jones
Atty for Defendt

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

Soobaroyan
Interpr

# Dr Ballamoodu Chitty in account current with Venkata Ramah Pillah Cr

590

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1779 | | | | | | 1779 | | | | | | | |
| May | 3d | To cash paid you | | | 220. | " | " | March | 7th | By cash Borrowed of you this day | | 200. | " |
| Decr | 11th | To Ditto | Ditto | | 1000. | " | " | June | 1. | By Ditto | Ditto | 1000. | " |
| 1780 | | | | | | | | Novr | 21. | By Ditto | Ditto | 1000. | " |
| March | 25 | To Ditto | Ditto | | 500. | " | " | 1780 | | | | | |
| May | 9 | To Ditto | Ditto | | 1000. | " | " | April | 20 | By Ditto | Ditto | 1000. | " |
| June | 8. | To Ditto | Ditto | | 500. | " | " | June | 3d | By Ditto | Ditto | 485. | " |
| July | 6. | To Ditto | Ditto | | 100. | " | " | | 16 | By Ditto | Ditto | 500. | " |
| Augt | 1 | To Ditto | Ditto | | 300. | " | " | 1781 | 27 | By Ditto | Ditto | 100. | " |
| | 20 | To Ditto | Ditto | | 10. | " | " | Janry | 21 | By Ditto | Ditto | 106. | " |
| July | 21 | To Ditto | Ditto | | 100. | " | " | 1782 | | | | | |
| 1782 | | | | | 3930. | " | " | Janry | 28. | By Ditto | Ditto | 170. | " |
| June | 12 | To Interest on the following Sums from their respective dates to this day @ 12 p Cent p Annum. | | | | | | June | 12 | By Interest on the following Sums from their respective dates to this day @ 12 p Cent p annum. | | | |
| | | | Yrs | Mos | Days | | | | | | Yrs | Mos | Days |
| | | On Bag 220 | for | 3. | 1. | 11 | 82. 8. 5h | | | On Bag 200 | for | 3. 3. | 07 | 78. 19. 08 |
| | | 1000 | | 2. | 6. | " | 300. " " | | | 1000 | | 3. | " 10. | 362. 12. " |
| | | 500 | | 2. | 2. | 19. | 133. 7. " | | | 1000 | | 3. | 6. 20. | 306. 28. " |
| | | 1000 | | 2. | 1. | 5. | 251. 28 " | | | 1000 | | 2. | 1. 26. | 258. " " |
| | | 500 | | 2. | " | 6. | 121. " " | | | 485 | | 2. | " 11. | 112. 7. 53. |
| | | 100 | | 1. | 11 | 8. | 23. 11. 16. | | | 500 | | 1. | 11. 28. | 119. 28. " |
| | | 300 | | 1 | 10. | 14. | 67. 16. 64. | | | 100 | | 1. | 11. 17. | 23. 23. 64. |
| | | 10. | | 1. | 9. | 22 | 2. 7. 11. | | | 106 | | 1. | 4. 23. | 27. 32. 36. |
| | | 200 | | 1. | 9. | 20 | 43. 44. " | | | 170 | | " | 4. 23. | 8. 4. 27. 1293. 31. 68. |
| | | 100 | | " | 10. | 20 | 10. 28. " | 4034. 36. 63 | | | | | | |
| | | | | | | | | 4964. 36. 63 | | | | | | |
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129

562

283

564

Filed 2nd Sept. 1782.

The Replication of Josias Dupre Porcher of Fortstaint George Merchant Com-plainant to the Plea and Answer of Sund-ry Goods Chitty of Madras Inhabitant Defendant.

The said Replicant now and at all times hereafter saving and Reserving unto himself all and all manner of Exception to the many manifold Errors Incertainties Insuf-ficiencies and Imperfections in the said Plea and Answer contained for Replication thereunto saith, that his Bill of Complaint and all and singular the Matters and things therein contained are good true sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and alledged and that the said Plea and Answer of the said Defendant and the Account thereto annexed are very untrue, Evasive, and Insufficient in the Law. And for further Replication to the above said Defendants Plea and Answer wherein he the said Defendant has Pleaded the Barr or Obligation by him entered into and given unto the Replicant being obtained from him under Compulsion and imprisonment, and thereby Pleads the same in Abatement and in Barr to the Replicants Bill of Complaint as aforesaid wherein the Replicant says that such Barr or Obligation was Simply given, and upon the Obligation accepted of by the Repli-cant at the Requests and Instance of the Defendant

The said Replicant in Reply to such part of the Answer the Defendant further by Answering Saith that the Replicant on the 13th day of March Eight Hundred and Sixty Rupees and Sixty One Fanams or as other sum of Money whatsoever, and that he the Defendant was an entire Stranger to the

The Replicant avers that he never had any Connection Dealings or Concern whatsoever with here, or Reply thereto the Replicant says that the Defendant frequently came to the Replicant and request of him to accept of the Bond or Obligation in Question, and that he the Defendant would pay the Amount Principal and Interest to the Replicant when the same became due, to these Applications and Promises were several Motives, and on Consequence of such Promises and Assurances was the Replicant led to Advance a Certain Sum of Money to Vencatarannah Pillah, to whom the Defendant was Originally indebted, and for which the Bond was given to the Replicant.

The Replicant further says, that he will prove by unexceptible Witnesses, that the Bond or Obligation was given on the part of the Replicant obtained, that on consequence of the Defendants assurances, a Consideration was by the Replicant given for the same to Vencata Ramah Pillah, and this also done at the intercession of the Defendant himself.

This Replicant further saith, that as to any Transaction there might be between the said Defendant and Vencatarannah Pillah, he the Replicant is hereby of Opinion he has nothing to do with, that being a Business lying between the Defendant and the said Vencatarannah Pillah, The Defendant having induced the Replicant to advance his Money to Vencatarannah Pillah and gave a Bond to the Replicant, as the Amount of what Vencatarannah Pillah has Transferred over to the Replicant, and which the Defendant acknowledges to be just & right, if the Defendant meant not to abide by his Bond or Obligation he was guilty of a Fraud and had entered into a Combination with Vencatarannah Pillah to Procure Money from the Replicant

under

under false pretences. The said Replicant further saith, that the Defen-
-dant having a pretence in his answer that Several Persons were set over
the Defendant to watch and Prevent Him from going a Broad about
his Business, and that they Compelled Him to go to the Replicants
Garden House, the Replicant says, that it is very extraordinary that
such a Circumstance should happen and yet no One mention-
-ing of the Names of the Persons set forth in the Answer and is more
extraordinary, that a Person so well known among the Merchants as
the Defendant, whose long residence as a Chintz Weaver and Saista
Mamalong and Head of his family and Cast, should suffer the Servants
of the said Vencataramah Pillah, a Person so inferior to him, to take
from the Defendant in Custody, and that they should compel him
to Sign a Bond, and this without his Complaining to any
Magistrate or Person in Office, and taking no care to get up the
said Bond or taking those measures that the Law allows in
fraudulent Acts, are done, The Replicant further says, that he knows
of no Duress or Imprisonment the Defendant underwent, but
at the time he came to the Replicants and Offered the Bond in
question, it appeared to Him the Replicants was under no restraint
He Requested the Replicants acceptance of the Bond as a Note
of favour and to save his Credit. The Replicant further says, that
himself is not in Station sufficient to Uncheck a Power-
-ful Person by Confining the Person of any Man or Woman, nor does he
Replicant wish for Such Measures, and very Sorry He is to Expect
such an imputation as the Defendant alleges, as it is between
Him and his Monegaron the Defendant to be a Person as

the

the Defendant the Rejoinant further says as to the Accounts as annexed to the Answer he has nothing to say to as they appear to form quite out of the Present question.

All which Matters and things the Rejoinant is ready and willing to aver Justify maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Bill of Complaint he hath already Prayed

Chas. Brumley
Atty Rejoit

Filed 24th September 1782 -

The Rejoinder of Ballamoodoo Chetty of Madras Inhabitant Defendant to the Replication of Isaias DuPré Booker of Fort Saint George Merchant Complainant.

This Defendant now and at all times hereafter saving and Reserving unto himself all and all manner of benefit and Advantage of Exception that may be had or taken to the many Errors uncertainties and manifest Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto or unto so much thereof as this Defendant is advised is material or necessary for him to Rejoin unto he does Rejoin and say that his Plea and Answer to the Rejoinants Bill of Complaint and all and Singular the Matters and things therein Contained are good, true, Certain, and Sufficient in the Law to be Replied unto in such

manner

manner and forme as the same are therein and hereby sefforth and alledged, and that the said Replication of the said Complainant is very Uncertain, Evasive, and Insufficient, The Defendant doth still absolutely deny that he doth stand justly and truly Indebted unto him, the said Replicant, in the Sume and just Sume of Three Thousand eight hundred and Twenty One Pagodas and Sixty one fanams Current Money of Madras, as Sefforth and Stated in his, the said Replicants Bill of Complaint, or in any other Sum or Sums of Money whatsoever, notwithstanding what the said Replicant has alledged in his said Replication. This Defendant for further Rejoinder to the said Replication, saith, that he will prove, that, at the time of entering into and making the Writing Obligatory, upon which he, the said Replicant, grounds his present Demand upon this Defendant, he this Defendant, was imprisoned at Madras by the said Replicants Dubash Venkatasawmy pellah, and was there Detained by him, the said Venkatasawmypellah until he, this Defendant, by force and dureff of that Imprisonment then and there made and entered into the said Writing Obligatory to him, the said Replicant, which, this Defendant was under the Necessity of doing for the purpose of obtaining his Liberty, and was not, as the said Replicant has been Pleased to advance in his said Replication, the Voluntary act and Deed of this Defendant, nor was the Transaction, relative thereto, simple, pure, and fair, but the Effect of force and dureff of Imprisonment being exhorted from this Defendant in the manner and form Stated and Sefforth in this Defendants Answer. This Defendant further saith, that he positively Denies ever having attended upon the said

Replt

Replicant or ever having Requested him the said Replicant to accept of the Bond or Writing Obligatory in Question, or ever having Promised him the said Replicant that he the Defendant would pay him the said Replicant the Amount Principal and Interest of the said Bond or Writing Obligatory which the same should become due, this Defendant never having had any Correspondence or Connection with him the said Replicant and never having seen him the said Replicant, until the Day that this Defendant was forcibly carried to his the said Replicants Garden House, when this Defendant by force and Duress of Imprisonment Executed the Bond in Question, consequently this Defendant could not have been the means of inducing him, the said Replicant, to advance a Sum of Money to the said Venkatarampellah upon the faith of the said Promises and Assurances of this Defendant, as the said Replicant has in his said Replication alledged. This Defendant further saith, that the said Replicant has by his said Replication confirmed that part of this Defendants Plea and Answer which relates to the Transactions between this Defendant and the said Venkatarampellah, for the said Replicant does not Pretend to say that he ever lent or Advanced a single farthing to this Defendant, but alledges that the promises and Assurances of this Defendant to pay the Amount of the said Writing Obligatory when Due, the existence of which this Defendant has herein above Denied, induced him the said Replicant to Advance a Sum of Money to the said Venkatarampellah, to whom he the said Replicant, say this Defendant was Originally Indebted, and for which the Bond in question was given, from whence it

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it is Evident, even without any Proof on the Part of this Defendant what he, this Defendant, has Sworn to in his Answer is Strictly true, Viz.t that he, this Defendant has no Concern Dealings or Transactions with Him the said Ryckaert he, this Defendant, was Indebted in the Sum expressed in Account Current thereto Annexed, to the said Veeracarampillack who forced this Defendant to give the Bond or Writing obligatory in Question for a Specifick Sum, Promising as the same no more should be Demanded from this Defendant on account thereof, than the Ballance which should appear to be due on the final Settlement of the Accounts Subsisting between the said Veeracarampillack and this Defendant, wherefore this Defendant Hopes that this Honble Court will be of Opinion, that for this all due to the said Ryckaert, that is so due from the said Veeracarampillack, who is stated to have received the Consideration from this Defendant, and that the Bond or Writing Obligatory in question, is Void and of no Effect, and that this Defendant may be Discharged, either in Law or Equity, & be at liberty to Sue this Defendant there to Judge the Amount of the Ballance due from this Defendant to the said Veeracarampillack, and whether any and what Sum of Money is Due on the said Writing Obligatory, and this Defendant is ready and willing to Pay the Defendant Ryckaert Accounts Ballance from this Defendant on the said Agreement, and this Honble Court to Ajudge and Decree the said Ryckaert the full Amount of the said Writing Obligatory for which this Defendant has Received Value whatever from the said Ryckaert, when this Defendant Proceeds to the Restitution Conformable to the Decree for

Subscribed

seeking Equity against the said Vencatarampillah for Equ-
-itable relief upon this Defendant. This Defendant further saith, an-
-swer to that Part of the said Replicant's said Replication, which
charges this Defendant with having induced the said Replicant to advance
Money to the said Vencatarampillah upon an Agreement of an-
-y Money to the said Vencatarampillah upon an Agreement of an-
Account, which this Defendant Acknowledges to be just and Right, and
with having entered into a Combination with the said Vencataram-
-pillah to procure Money from him, the said Replicant, under false
pretences with an Intention to Defraud him thereof, that he, this
Defendant, never made use of any means to induce the said Replicant to
advance Money to the said Vencatarampillah, nor did he, this Defendant
ever Acknowledge that the Amount for which the said Bond or Writing
Obligatory was executed from this Defendant by force and Duress of
Imprisonment was just and Right, much less did he, this Defendant,
enter into any Combination with the said Vencatarampillah to Defraud
him, the said Replicant, of his Money, but if there were any fraudulent
Practices made use of in the Transaction, this Defendant thinks that
the said Replicant would be subject to an unfavourable Retort on that
head, in having abetted the said Vencatarampillah in obtaining a
Security from this Defendant for a Sum of Money, which this Defend-
-ant does not owe either to the said Replicant or to the said Vencataram-
-pillah. This Defendant further saith that it was very unnecessary for
him to mention the Names of the Peons who were set over this Defendant
and who from being the Servants of the said Vencatarampillah or the
said Replicant, and from the Nature of the Business upon which they were Employed,
must be well known to the said Replicant it being sufficient for this
Defendant to prove that he was or the Conduct of Peons, that those Peons
were

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were Acting under the Orders and Authority of the said Defendant or the said Vencatarampillah or both, and what whilst the said Defendant further saith that since the Filing of his the Defendants Answer in this Honble Court the said Vencatarampillah has Several Persons to him, this Defendant, to settle the Accounts without the further Interference of this Honble Court to which Defendant agreed, but upon his this Defendant inviting some Papers, of which he the said Vencatarampillah was being Produced, that the Accounts subsisting between the said Vencatarampillah might be fairly adjusted and settled, and the said Vencatarampillah refusing to come to Terms, the Proposed Accommodation ended. And this that Defendant further saith that the several matters and things set forth and alledged by the said Defendant in his aforesaid Demand of the said Replicant is unjust and illegal and in answer to any other Matter or thing set forth and alledged in the said Replication to which this Defendant saith not further required, he this Defendant saith that the same is true, certain, and sufficient for him to make answer unto further Required.

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays as he did in his said Answer he may be hence dismissed

Thomas Lord
Atty for Defdt

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Interrogatories to be Administered to
such Witness as shall be produced Sworn and
Examined on Behalf of the Complainant
and Defendant in the Court of Mayor Court
at Madrasapatnam wherein Josias DuPre
Porcher of Fort Saint George Merchant is
Complainant And Ballamoodoo Chitty of
Madras Inhabitant is Defendant
On the part and behalf of the Complainant

Interrogatories to all the Witnesses

1st 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 Look on the Paper Writing now produced and shewn to you at this the time of your Examination, purporting to be a Bond or Obligation from the above Defendant Ballamoodoo Chitty to the above Complainant Josias DuPre Porcher, Did you or Did you not see the same Signed Sealed and delivered by the Defendant as his act and Deed And whether is your Name as the Name and Names of the other person or Persons, set as Subscribing Witness thereto, of your and their respective hand Writing, And Whether the Signing Sealing and Delivery was done in your Presence, and in the Presence of whom else, And whether the Consideration Money mentioned in the said Bond or Writing paid or Satisfied, and by whom, and to whom and when and how and in what manner, Did or Did not the Defendant by himself or any other Person make any Application to the Complainant, for to Accept of the said Bond or Paper Writing If yea, when and how often, and by whom, and to whom was such Application made and whereof, or were personal and

and whether any and what Restraint or Compulsion was made
by the Complainant towards the Defendant to Oblige him to Sign
and Deliver the said Bond or Paper Writing or was such Sign-
-ing and delivery as a Voluntary Act and Deed of the Defendant
the manner in which the same was done particularly set forth
Declare to the best of your knowledge Remembrance and belief

Last. 3d Do you know of any other Matter or thing or have you
or can you set forth any thing touching the Matters in
this Cause, Declare the same as you know have been informed or do believe
with the Reasons of such your belief as fully as if you had been thereto
Particularly Interrogated. —

Chas Bromley
Atty Compt.

Know all Men by these Presents, that I Balamma
Inhabitant of Ayda Petta and Field aforesaid am firmly bound unto Mr
Pedro Pereira Inhabitant of Fort St. George in the Sum of Nine
thousand four hundred Star Pagodas to the Payment whereof well
to be made to the said Jozeph Pedro Pereira his Heirs Executors Admi-
-strators or Assigns, I do hereby bind myself my Heirs Executors Admi-
-nistrators firmly by these Presents In Witness whereof I have hereunto
my Hand and Seal this Fourth day of March
the year One thousand three hundred and Eighty two.

Whereas the above bounden Balamma Widow
Relict of the above named Pedro Pereira deceased
& three thousand seven hundred Star Pagodas to Pay at Sight of the
Bond

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Rate of Twelve per Cent per Annum Payable on Demand.—

Now the Condition of this Obligation is such, That if the above bound Balamoodoo Chitty his Heirs, Executors, Administrators, or Assigns, shall well and truly pay or Cause to be paid unto Josias DuPre Porcher his Heirs, Executors, Administrators, or Assigns, the full and just Sum of Three Thousand Seven hundred Star Pagodas together with such Interest as shall or may become due thereupon there this Obligation to be void and of no Effect, otherwise to continue in full force and Virtue.—

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

Ramgeah Pillah

Balamoodoo Chitty's Bond.—

This Exhibit was Shewn to Ramgapillah, Dubash Cowdel Sowcary Arnachellum Shashapillah and Govindoo at the Respective times of their Examination before Me on the part of the Complainant in a Cause Depending in the Hon.ble the Mayor's Court at Madras wherein Josias DuPre Porcher is Complainant and Balamoodoo Chitty is Defend.t and on the 1.st and 2.nd Days of November and 4.th Day of December Anno Domini 1782.—

Richd Dighton
Esq.

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Mayors Court at Madraspatnam.

Between Josias DuPre Gent.
of Fort Saint George Merchant Complainant
and Ballamoodoo Chitty of Madras Merchant
Defendant

On the Part of the Complainant

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

Ranga Pillah of Madras Head Dubash Aged 39 years or thereabouts
being produced as a Witness in this Cause on the Part of the Complainant on
the 2nd Day of November 1782, Signified at the Office of Mr. Thomas Jones
Attorney for the Defendant by Peermasing my Servant who also left here 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 Josias DuPre Gentleman in this Cause and that he
hath so known him two years or thereabouts - and that he doth know
the Defendant Ballarmoodoo Chitty in this Cause and that he hath
so known him fifteen years or thereabouts - and more saith to
this Interrogatory.

2nd . . . . . To the second Interrogatory this Deponent saith for Answer
saying to Remind that the time of his Examination He Upon hath
purporting to be a Bond or Obligation from the above Defendant
Ballarmoodoo Chitty to the above named Complainant Josias Du Pre
Gentleman that he will see the same Signed Sealed and Delivered by
Defendant and this Deponent Signed as Witness to said Deed
and that the Name Ranga Pillah thereto Signed is of this Deponents
Hand

Hand Writing and this Deponent saith that the Name Dago
Cundel Saungrand Arrachellare Pierdo set as Witnesses unto their
respective Hands Writing and this Deponent saith the Signing
Sealing and Delivering of said Bond was done in his Presence and
in the Presence of the Complainant and the Consideration for said
Bond was given by the Complainant to the Defendant by delivering
up a Bond of the Defendants in favor of Henry Norris and this
Deponent saith that there was no Compulsion made use of to
oblige said Defendant to Sign said Bond but that the Defendant
Signed Sealed and delivered the same in this Deponents Presence
of his own free Will and Consent and as his own Voluntary act
and Deed — and more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that the Defendant
Balla Moodoo Chitty desired the Complainant in these Interrogatories
named to wait four Months for the Payment of said Bond and the
Complainant said he would wait only three Months and the Defend-
ant likewise came to this Deponent and desired he would speak to
the Complainant to Wait four Months as he expected to Receive
some Money from Mr De Souza and this Deponent told the
Defendant that if he paid any part of said Bond within three Months
he would speak to the Complainant and get him to wait for the
remainder four Months and this Deponent saith that the Defendant did
not pay any Part of said Bond in three Months and this Deponent
saith that the Defendant did not pay any part of said Bond in three
Months and the Complainant said he would wait no longer. — and more
saith not to this Interrogatory —

Richd Dighton
Exam.r

Rungah Pillah

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Mayor's Court at Madraspatnam.

Between Josias DuPré Complt
of Fort Saint George Merchant
Complainant and Ballamcondo
Chetty of Madras Inhabitant
Defendant.

On the Part of the Complainant.

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

Davy Curdel Swany of Madras Butler Aged 28 years or thereabouts
being Produced as a Witness in this Cause on the part of the Complainant on the 8th
Day of November 1782 Signified at the Office of Mr Thomas Jones who is Attorney for
the Defendant by Burnaseng my Servant who also left here 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 Josias DuPré Porcheron in this Cause and that he
hath so known him two years or thereabouts and that he doth
know the Defendant Ballamcondo Chetty in this Cause and that he
hath so known him fifteen years or thereabouts and not other-
wise to this Interrogatory.

2nd . . . . To the second Interrogatory this Deponent saith [illegible]
and Shewing to him at the time of his Examination the
Writing Interrogating to be a Bond or Obligation from the
Defendant Ballamcondo Chetty to the above named Com-
plainant Josias DuPré Porcheron and that the Defendant after having

and seales the said Paper Writing called this Deponent and desires
this Deponent and desire this Deponent to Signe as a Witnes to said
Paper Writing and this Deponent asked the Defendant what said Paper
Writing was and the Defendant told this Deponent it was a Bond upon
which this Deponent asked the Defendant if he had Receivd the
Money and the Defendant acknowledged to have Received the Consider-
ation Money upon which this Deponent Signed as a Witnes to the
said Paper Writing and the Name Davy Curdel Saverny thereto
Signed is of this Deponents own hand Writing and this Deponent
saith that the Name Arrachellum thereto set as a Witnes is of the
said Arrachellums proper hand Writing and so Wrote in this
Deponents presence and this Deponent saith that he did not see
Rangah Pillah Signe thereto as a Witnes, and this Deponent saith
there was no Compulsion made use of by the Complainant or any
other Person to Oblige the said Defendant to Signe said Bond and
this Deponent saith that the Defendant desired him to Signe as a Witnes
thereto in Mr. Porchers Hall in the presence of the other Witnesses and said
that he had Receivd the Consideration money therein mentioned and said
the said Signing Sealing and delivering was his own Voluntary Act
and Deed. and more saith not to this or the last Interrogatory.

Richd Dighton

Exam.d

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Mayor's Court at Madraspatnam.— Between Josias DuPré Porcher of Fort Saint George Merchant Complainant And Ballanoodoo Chetty of Madras Inhabitant Defendant —

On the Part of the Complainant —

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

Arnachellum of Madras Second Dubash ages 35 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant on the 1st Day of November 1782 Signified at the Office of Mr. Thomas Jones the Attorney for the Defendant by Burnasing my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st. . . . To the first Interrogatory this Deponent saith, that he doth know the Complainant Josias DuPré Porcher in this Cause, and that he hath so known him two years or thereabouts — and that he doth know the Defendant Ballanoodoo Chetty in this Cause, and that he hath known him five or six years — and more saith not to this Interrogatory

2nd " . . . To the Second Interrogatory this Deponent saith, for producing or Shewing to him at this the time of his Examination the Paper Writing purporting to be a Bond or Obligation from the Defendant Ballanoodoo Chetty to the above named Complainant Josias DuPré Porcher — that the Complainant Josias DuPré Porcher called him into the House where the Defendant and Narrayenchetty were sitting and Desired him to Sign said Paper Writing and this Deponent saith that he did Sign said Paper Writing and the name Arnachellum doth appear

Signed is of his own hand Writing, and the Defendant saith that he did not see the said Defendant Sign or Seal said Paper Writing or doth he know whether the Consideration Money was or was not paid or of any other matter Relative by the Interrogatory — and more saith not to this or the last Interrogatory —

Richd Deighton

Exam.

Witnesses
Ram Chitty
Shaskapilla
Govindoo
Mootayah
Venkatachelum
Comrapah
Venkatachellum Chitty
Sawmy and
Verabadren

Cross Interrogatories to be administred to such Witnesses as have been produced sworn and Examined on the behalf of the Defendant Balamoodo Chitty in a certain Cause depending and at Issue in the Hon'ble the Mayors Court at Madraspatnam wherein Josias DuPré Porcher of Fort Saint George Merchant is Complainant and the said Balamoodo Chitty of Madras Inhabitant is Defendant —

On the Part and behalf of the Complainant —

Interrog. 1st Do you know or Do you not know the Parties Complainant and Defendant in the Title of these Interrogatorys named, if yea, how long have you so known them or either and which of them and how you are related or have any Connection with them or either of them Declare —

Same 2nd Look on the Paper Writing now produced and Shewn unto you at this the time of your Examination purporting to be a Bond or Obligation from the above said Balamoodoo Chitty to the above said Complainant Josias DuPré Porcher if yea, Do you or do you not see the said Balamoodo Chitty

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Chitty set his Hand and Seal to the said Bond or Obligation as
you or did you not see any Particular usage made use of by the
said Complainants or any of his People to Compell the said Ballamoodoo
Chitty to set and subscribe his Hand and Seal to the
Bond or Obligation, if yea, where, where and at what particular
as to place, Hour, Day, and Date of the Month and whether in
what Number of Persons and who by Name were Present &
Do you not know as and from yourself whether the Said Ballamoodoo
Chitty was or was not detained and Imprisoned by the said Complain-
ant for any and what time and when at the House of the Com-
-ments or place of Residence of the said Complainants from Ballamoodoo
before his the said Ballamoodoo Chitty Signing and Sealing
the said Bond or Obligation and whether you knew or not from the
time of Signing and Sealing the said Bond or Obligation any Illegal
or imprisonment was or was not made use of or
was done in your Presence.

Chas Brenton
Atty Compt

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Mayor's Court at Maraspatnam. Between Josias DuPré Porcher of Fort Saint George Merchant Complainant and the said Ballamoodoo Chitty of Madras Soukar. and Defendant.

On the Part of the Complainant.

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

Shashapilla of Sidapett but now at Madras Coriosply aged 60 years or thereabouts being Produced as a Witness in this Cause on the part of the Complainant was on the 11th Day of December 1782, Sworn at the Office of Mr. Thomas Jones who is Attorney for the Defendant by Examining my Servant who also left him a Note of the Same Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.—

To the first Interrogatory this Deponent saith, that he doth not know the Complainant Josias DuPré Porcher in this Cause and doth know the Defendant Ballamoodoo Chitty in this Cause, and that he hath so known him fifteen years or thereabouts and more saith not to this Interrogatory.

2nd To the Second Interrogatory this Deponent saith on producing and Shewing to him at this the time of his Examination the Paper Writing purporting to be a Bond or Obligation from the above said Ballamoodoo Chitty to the above said Josias DuPré Porcher, that he did not see the said Ballamoodoo Chitty set his hand or Seal to the said Bond, and that he doth not know any thing about said Bond or

or hath he ever seen said Bond before and more saith not to the
last Interrogatory —

Richd Dighton
Exam.

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Mayor's Court at Madraspatnam — Between Josias Dupré Esqr
of Fort Saint George Merchant
Complainant and the said Ko
modoo Chetty of Madraspatnam
and Defendant —

On the Part of the Complainant

Depositions of Witnesses taken on this Cause Examd before the
Examiner in this Court as followeth —

Govendoo of Kodumbaukum Inventor last race at Madraspatnam
or thereabouts being produced as a Witness on this Cause on the Part of the Complainant
was on the 18th Day of December 1782 Sworn to the Effect of the Interpretation
as Attorney for the Defendant by Examining my Servant who also put in a
Note of the Name Title and Place of abode of the said Deponent and sworn
on the same Day being sworn and Examined Deposeth as followeth —

1st . . . . To the first Interrogatory this Deponent saith that he doth not
know the Complainant Josias Dupré Esqr or the Defendant
that he doth know the Defendant Komodoo Chetty and that
are that he hath to Answer him from his Attorney and more
saith not to the Interrogatory —

2nd . . . . To the second Interrogatory this Deponent saith as before
and Answers he Can at this time say the Examination to Pgs

Sworn

Writing purporting to be a Bond or Obligation from the above said Ballamoodoo Chetty to the above said Josias Du Pre Porcher, that he did not see the said Ballamoodoo Chetty set his Hand or Seal to the said Bond, and that he doth not know any thing about said Bond or hath he ever seen said Bond before and this Deponent further saith that he hath always lived in the Country - and more saith not to this or the last Interrogatory.—

Recd. Dupleton

Exam.d

The Mark X of Governdoo

Interrogatories to be administered to such Witnesses as shall be produced, Sworn and Examined in a certain Cause now Depending and at Issue in the Hon.ble the Mayors Court at Madraspatnam wherein Josias Du Pré Porcher of Fort Saint George Merchant is the Complainant and Ballamoodoo Chetty of Madras Inhabitant is the Defendant.

On the Part and Behalf of the above named Defendant.—

To all the Witnesses } 1.st Do you know the Parties to this Cause and Defendant in the Title of these Interrogatorys named or either and which of them? How long have you to know them or either and which of them? Set forth the Particulars at large according to the best of your knowledge, Remembrance, and belief and the truth Declare.—

To Ram Chetty and Mootayah } 2.d Do you know or have you heard or been informed of any matter or thing touching or in any wise relating to the matter in Question

in

in this Cause between the Complainant and Defendant in
these Interrogatories named? If yea, was you ever at any
or times, and how often, present when the Defendant in
these Interrogatories named, appeared to you to be under
under any Restraints from any and what Person or Persons
you know who such person or Persons was or were or to whom
they belongs? And did such Person or persons in whose Custody
Defendant appeared to you to be, make use of any Force to
Compell the said Defendant to go to any and what Place
meet any and what Person or Persons, and was the said Defe
prevented by such Person or Persons in whose Custody
to you to be, from goeing about his Lawful Business?
Particulars at large according to the best of your Knowl
knowledge and belief and the Truth Declare

2d Do you know have you heard or been informed of any
thing touching or in any wise relating to the Matters in
this Cause between the Complainant and Defendant in
of these Interrogatorys named? If yea, was you ever at any
time or times and how often present when any and what
Persons compelled the Defendant in the Bill of the
Stories named to go to any and what Place, also the
and what Person or Persons if any and what Force
for any and what purpose? If yea, did the said Defendant
or Refuse to accompany such Person or Persons
as they alledged to accompany the said Defendant

In Verabad
dry Verca
Sachellaris
Cheetarams
and
Tulychunga

Sather, in what terms did he the said Defendant express his Defire, and what Reasons did he assign for such his Refusal? and after such Refusal on the part of the said Defendant, in what manner did such Person or Persons who were Compelling the said Defendant to accompany him or them, conduct himself or themselves? Did such altercation pass betwixt him or them and the said Defendant, and was or was not the said Defendant against his inclinations by force carried by such Person or Persons to any and what place, and did you or did you not accompany him, the said Defendant to such place of your own Accord, or by the express desire and Request of the said Defendant? and was you or was you not Present when any and what Conversation passed betwixt the said Defendant and one Vencata-rampillah at the place, to which the said Defendant was forcibly carried? If yea, did the said Vencatarampillah make any and what use of his Masters Name, and did he, the said Vencatarampillah, on his said Masters Name, make use of any and what Threats to Compel the said Defend-ant to do any and what particular thing? and did the said Defendant Consent or Refuse to Comply with such Requisition of the said Vencata-rampillah? If the latter, did the said Defendant assign any and what Reasons for such his Refusal, and did he the said Defendant make any & what proposal to the said Vencatarampillah, and did the said Vencata-rampillah absent or depart thereat? If the latter, did the said Vencataram-pillah make use of any further and what threats to the said Defendant to Compel him to do what he, the said Vencatarampillah, wanted, and did the said Defendant, thro' such threats of the said Vencatarampillah, do any

any and what act that apparently subsyst the same
and did the said Vencatanarrapillah make any and what
the said Defendant? Set forth the Particulars at large as
best of your knowledge, Remembrance, and belief and be
To Govendoo Tanapah } 4 Do you know have you heard or been informed of any Matter
touching or in any wise relating to the Matters in Question in
between the Complainant and Defendant in the Title of these
Names? If yea did you ever, at any and what time, receive any
Orders from the Defendant in the Title of these Interrogatories or
to any and what place to the Northward, to fetch the Books
Accounts belonging to the said Defendant? If yea did you
place you were so Ordered to by the said Defendant, and
with you the Books, Papers and Accounts for which you
at what particular time did you return to Madras? Declare
culars at large according to the best of your Knowledge
and belief and the truth Declare.
To Sawmy & Vencatachella Chitty } 5th Do you know have you heard or been informed of any
thing touching or in any wise relating to the Matters in Question
Cause between the Complainant and Defendant in the Title
Interrogatories mentioned? If yea, was you at any and what
Complying with the Defendant in the Title of these Interrogatories
when by the said Defendant ordered any and what Accounts
Vencatanarrapillah? If yea did you know the Contents there
between the said Defendant and the said Vencatanarrapillah
such Accounts? If you declare the Particulars thereof fully
according to the best of your Knowledge Remembrance and belief
the Truth Declare

To
Sheshasha
Pillah
Iruvada

6th Do you know have you heard or been informed of any Matters or Things touching or in any wise Relating to the Matters in Question in this Cause betwixt the Complainant and Defendant or the Title of these Interrogatories named? If yea, Are you or are you not the Concipely or Accomptant of the Defendant in the Title of these Interrogatories named, and for what length of time have you Served Him, the said Defendant, in such Capacity? are you, in Consequence of your Office as Accomptant well acquainted with all the Dealings and Transactions of the said Defendant? If yea, do you know of any Dealings, Transactions or Connections having passed betwixt the said Defendant and the Complainant in the Title of these Interrogatories Named? If no, do you apprehend that any Dealings, Transactions could have passed betwixt the said Defendant and the said Complainant without your knowing thereof? If no, do you know of any Dealings, Transactions or Connections betwixt the said Defendant and one Vencatarampilla? If yea, Did you keep the Accounts relative to all Dealings, Transactions or Connections betwixt the said Defendant and the said Vencatarampillah? If yea, Look at the Cadjan Writing now produced and shewn to you at this the time of your Examination Marked with the Letter A purporting to be an Account Current betwixt the said Defendant and the said Vencatarampillah, Is or is not such Cadjan Writing a true Copy of the Original Accounts kept by you relative to all Transactions betwixt the said Defendant and the said Vencatarampillah? Set forth the Particulars at large according to the best of your Knowledge Remembrance and belief, and the Truth Declare.

To

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To Chinnapau-pah, Coomara-pah ... } 7th Do you know, have you heard, or been informed of any matter thing touching or in any wise relating to the Matters in Question in this Cause betwixt the Complainant and Defendant in the Title of these Interrogatories named? If yea, was you ever, at any and what times Present, when any and what Conversation passed between the Defendant in the Title of these Interrogatories named and one Chinnapillah, Brother to Vencataramapillah, Relative to the Account, betwixt the said Defendant and the said Vencataramapillah set forth the Particulars thereof fully and at large, According to the best of your knowledge, Remembrance, and belief and the truth thereof.

To all the Witnesses } Last Interrogatory Do you know of any other Matter or thing or have you heard, or can you say any thing touching the Matters in Question in this Cause that may tend to the Benefit or Credit of the Defendant in this Cause, besides what you have before testified unto? If yea, Declare the same fully and at large as you have been Particularly Interrogated thereon. ___

Thomas Lord
Atty for Dft

297

592

A

# Dr. Ballanoodu Chetty in account Current with

| | | | | | |
|---|---|---|---|---|---|
| 1779 | | | | | |
| May | 3d | To Cash paid you | | | 220. . . |
| Decemr | 11th | To Ditto | Ditto | | 1000. . . |
| 1780 | | | | | |
| March | 25th | To Ditto | Ditto | | 500. . . |
| May | 9th | To Ditto | Ditto | | 1000. . . |
| June | 8th | To Ditto | Ditto | | 500. . . |
| July | 6th | To Ditto | Ditto | | 100. . . |
| Augt | 1st | To Ditto | Ditto | | 300. . . |
| | 22d | To Ditto | Ditto | | 10. . . |
| 1781 | 21st | To Ditto | Ditto | | 200. . . |
| July | 21st | To Ditto | Ditto | | 100. . . |
| | | | | | 3930. . . |
| 1782 | | | | | |
| June | 11th | To Interest on the following Sums from their respective dates to this Day @ 12 ℘ Cent ℘ Annum | | | |

| | | | | | | £ | ⅌ | £ |
|---|---|---|---|---|---|---|---|---|
| On Rgs | 220. | ″ | ″ | for | 3. 1. 11. | 82. | 8. | 5½ |
| | 1000. | ″ | ″ | | 2. 6. ″ | 300. | . | . |
| | 500. | ″ | ″ | | 2. 2. 19. | 133. | 7. | . |
| | 1000. | ″ | ″ | | 2. 1. 5. | 251. | 2½ | . |
| | 500. | ″ | ″ | | 2. . 6. | 121. | . | . |
| | 100. | ″ | ″ | | 1. 11. 8. | 23. | 11. | 10. |
| | 300. | ″ | ″ | | 1. 10. 16. | 67. | 10. | 6½ |
| | 10. | ″ | ″ | | 1. 9. 22. | 2. | 7. | 11. |
| | 200. | ″ | ″ | | 1. 9. 20. | 43. | 14. | . |
| | 100. | ″ | ″ | | . 10. 20. | 10. | 21. | . |

1030. 11. 6½

4960. 11. 6½

To Ballance . . . . . 29. 9. 6

Pagodas 5000. 0. 0½

Pagodas

Veracka Zaare Pillak

| | | | | | |
|---|---|---|---|---|---|
| 1779 | | | | | |
| March | 7th | By Cash Borrowed of you this Day | 200. | " | " |
| June | 2d | By Ditto | Ditto | 1000. | " | " |
| Novr | 21st | By Ditto | Ditto | 1000. | " | " |
| 1780 | | | | | |
| April | 20th | By Ditto | Ditto | 1000. | " | " |
| June | 3d | By Ditto | Ditto | 485. | " | " |
| | 16th | By Ditto | Ditto | 500. | " | " |
| 1781 | 27th | By Ditto | Ditto | 100. | " | " |
| January | 25th | By Ditto | Ditto | 106. | " | " |
| 1782 | | | | | | |
| January | 21st | By Ditto | Ditto | 170. | " | " |
| | | | | 6568. | " | " |
| 1782 | | | | | | |
| June | 11th | By Interest on the following Sums from their respective dates to this Day @ 12 p Cent p Annum | | | | |

| P. | Fs. | C. | | M. | D. | P. | Fs. | C. |
|---|---|---|---|---|---|---|---|---|
| On 200. | " | " | for | 3. | 3. | 07. | 78. | 19. 88. |
| 1000. | " | " | | 3. | " | 10. | 363. | 12. " |
| 1000. | " | " | | 2. | 10. | 20. | 306. | 28. " |
| 1000. | " | " | | 2. | 1. | 22. | 258. | " " |
| 1000. | " | " | | 2. | " | 11. | 118. | 7. 53. |
| 485. | " | " | | 1. | 11. | 28. | 119. | 28. " |
| 500. | " | " | | 1. | 11. | 17. | 23. | 23. 66 |
| 100. | " | " | | 1. | 1. | 23. | 17. | 32. 36. |
| 106. | " | " | | " | 1. | 23. | 2. | 1. 27. |
| 170. | " | " | | " | 1. | 23. | | |

1293. 31. 67

Pagodas 5851. 31. 42

June 1782. —

Excepted

Errors Excepted

A true Translation as near as can be from the Original Written in the Malabar Language

Sankrisnen

Interpr.

(594)

Mayor's Court at Madraspatnam } Between Josias DuPré Forbes Fort St. George Merchant Complt and Ballamoodoo Chitty & Co Inhabitant Defendant

On the Part of the Defendant

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

Ram Chitty of Madras Cloth painter aged 25 years or thereabouts being produced as a Witness in this Cause on the part of the Defendant the 8th Day of November 1782 Signified at the Office of Mr Charles Brooke Attorney for the Complainant by Burmasing my Servant who also Interpreted of the Name Title and Place of abode of the said Deponent and after the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Josias DuPré Forbes — That he doth know the Defendant Ballamoodoo Chitty and that he hath so known from four or five years and prior to this Interrogatory

2nd To the Second Interrogatory this Deponent saith that he doth know some Matter relating to the Matters in Question and this Deponent saith that some time in the Month of June he went to the Defendants House where he found a Number of Servants belonging to Vencata Ram Pillah and others belonging to Mr Forbes and acquainted the Defendant he had brought them to Mr Forbes Garden and accordingly the Defendant going along with them and said that he should not Interrupt them or any other and Prevented them from going about his own Business

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more saith not to this or the last Interrogatory.

Rich.d Deighton

Exam.t

1782 Aug.t 14

Mayor's Court at Madras patnam } Between Josias DuPré Porcher of Fort St. George Merchant Complainant and Ballamoodoo Chetty of Madras Inhabitant Defendant

On the part of the Defendant

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

Mootiah of Madras Coricopolie Aged 32 years or thereabouts being Produced as a Witness in this Cause on the part of the Defendant was on the 11.th Day of November 1782 Signified at the Office of Mr. Charles Bramley who is Attorney for the Complainant by Bannasing my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

To the first Interrogatory this Deponent Saith that he doth not know the Complainant Josias DuPré Porcher in this Cause and that he doth know the Defendant Ballamoodoo Chitty in this Cause, and that he hath so known him ten years or thereabouts and more saith not to this Interrogatory.

2.nd To the Second Interrogatory this Deponent Saith that he doth know some of the Matter relating to the Matters in Question in this Cause, and this Deponent Saith that to the best of his Remembrance some time about the fifth or Sixth Day of the Month of March

in

in the year of Our Lord One Thousand Seven Hundred and Eighty
he went to the Defendants House about his own Business when the
Complainants Coon, a Coon and a Mercarrah belonging to the
Ramah Pillah and this Deponent saith that the Defendant appeared
to him to be in Custody of said Persons and said Persons prevented
Defendants going to the Complainants Garden and would not permit
the Defendant to go out about his own Private Business but went
upon his going to the Complainants — and more saith not to the
last Interrogatory. —

Yes Sworn

Richd Dighton

Exam.r

Mayors Court
at Madraspatnam

Between Isaac Pater Complt
and
Saint George Archdeacon Defendt

On the part of the Defendant —

Depositions of Witnesses taken in this Cause by Order of
Examination in the Court aforesaid —

Veerabadra of Madras Inhabitant aged 28 years or thereabouts sworn
as a Witness in this Cause on the part of the Defendant and on the 5th Interrogatory
Signified the Office under whose Examination Attorney for the Complainant
by Examining my Assistant who being first duly sworn to the true Intent and Meaning
of the said Interrogatory and Answers on the same Signifying known and Cannot
Depose to as follows viz —

1st ... To the first Interrogatory this Deponent saith that he doth know
the Complainants Garden but he doth not know the Complainant who

Dep.

Du Pre Cowdon in this Cause, and that he doth know the Defendant Buttamooda Chetty in this Cause, and that he hath to his own knowledge Seven or Eight years and more hath unto this Interrogatory —

3rd To the third Interrogatory this Deponent saith that he doth know some thing relating to the Matters in Question in this Cause between the Complainant and Defendant and this Deponent saith that he was once Present at the Defendants House some time in the Month of March last past when a Boy and a Peon belonging to Mr Boucher came to Vencatakum Pillah and a Peon belonging to Mr Boucher came to the Defendants House and that he must go along with them to Mr Borchers Garden on account of some Money Concerns, and the said Defendant said that he had nothing to do with Mr Boucher but that he would go to Vencata Ram Pillah upon which the said Persons told the Defendant that if he did not go along with them they would push him there by his Cloth, and this Deponent saith that after much altercation between said Persons and the Defendant, and said Persons had abused said Defendant a great deal the said Deponent carried to go along with said Persons to Mr Boucher Garden and the Defendant requested this Deponent to go along with him which this Deponent accordingly did and this Deponent saith that when the Defendant himself and the other Persons arrived at said Garden House Vencatakum Pillah went up Stairs and staid some Minutes and then returned to the Defendant with a Bond in his Hands and told the Defendant that his Master Mr Boucher would have him Confined if he did not immediately Sign said Bond upon which the Defendant said that the Complainant had

no

no Business with him and that he had no Accounts with Mr ...
-ants but that his Accounts were gone to the Northwards and that if
would give him some time he would send for said Accounts and
was any Ballance due to the said Venkata Ram Pillah he would
the said Ballance after examining his Accounts and the Defen...
saith that the said Venkata Ram Pillah and the Defendant talk
on the Subject of Signing said Bond till near four o'Clock in the
afternoon and at last the Defendant began to be very hungry and
Signed said Bond but not with his own free will and Consent he was
much Displeased at it and this Deponent saith that the said
Ram Pillah Promised the Defendant that after the Accounts came
the Northward if there was any difference between the Balance
Accounts and the Sum mentioned in the Bond he would give
Credit for it in the Bond or pay the Difference and this Dep...
saith that after the said Venkatarama Pillah had made the
Promise to the Defendant he Signed the said Bond and this
saith not to this or the last Interrogatory

Rich.d Dyer

Exam.d

599

Mayors Court at Madraspatnam

Between Josias DuPré Porcher Gent.
Plaintiff and Pallamoodoo Chitty
of Madras Inhabitant Defendant —

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

Venkatachellum of Madras Merchant aged 25 years or thereabouts — being produced as a Witness in this Cause On the Part of the Defendant on the 5th day of November 1782 Sworn saith at the Office of Mr Charles Bramley who is Attorney for the Complainant by Becaring my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth —

1st. To the first Interrogatory this Deponent saith that he doth not know the Complainant Josias DuPré Porcher in this Cause and that he doth know the Defendant Pallamoodoo Chitty in this Cause and that he hath so known him Twenty years or thereabouts — and more saith not to this Interrogatory —

3rd. To the third Interrogatory this Deponent saith that he doth know the Complainant and Defendant and this Deponent saith that he was once Present at the Defendants House some time In the Month of March last past when two Coolies with a Hamauk belonging to Venkatah Ram Pillah and two Peons belonging to Mr Porcher came to the Defendants House and said he must go along with them to Mr Porchers Garden on Account of some Money Concerns and the said Deponent knowing he had nothing to do with Mr Porcher but that he must go to Venkatah Ram Pillah upon

which

which said Persons told the Defendant that if he did not go along
them they would pull him there by his Cloth and this Deponent said
that after much altercation between said Persons and the Defend-
said Persons had abused said Defendant a great deal the said Def-
-ant Consented to go along with said Persons to Mr. Porcher's Gate
the Defendant Requested this Deponent to go along with him and
this Deponent accordingly did and this Deponent saith that
the Defendant, himself, and the other Persons arrived at the
House Venkatasam Pillah went up Stairs and shut some Doors
then returned to the Defendant with a Bond in his hand and
Defendant that his Master Mr. Porcher would have him b-
if he did not immediately Sign said Bond upon which the Def-
-ant said that the Complainant had no Business with him
that he had no Accounts with the Complainant but his
Accounts were gone to the Interpreter and that if he
Sum more, more he would send for said Accounts and
was any Balance due to the said Venkatasah Sam
would have the said Balance after examining the
and this Deponent saith that the said Venkatasah
the Defendant Father on the Subject of Signing said Bond
four o'Clock in the afternoon and at last the Defendant Sign
Surgery and Signed said Bond but not with
Consent as he was much Dejected and this Deponent
that the said Venkatasah Pillah Influenced the Defendant
after the Accounts
difference between

on the Bond he would give him Credit for it on the Bond or Pay the difference and this Deponent saith that after the said Venkatasam Pillah had made the above Promise to the Defendant he Signed the said Bond as before Setforth — and more saith not to this or the last Interrogatory —

Richd Brighton
Court

Mayor's Court at Madrasapatnam

Between Josias DuPré Broker of Fort St George Merchant Complainant and Balla moodoo Chetty of Madras Inhabitant — Defendant —

On the Part of the Defendant —

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

Chetaram of Seydapettah but now at Madras Overseer of Chintz Painters Aged 40 years and upwards — being produced as a Witness on this Cause On the part of the Defendant was on the 8th Day of November 1782 Signified at the Office of Mr Charles Bromley who is Attorney for the Complainant by Bum. asing my Servant who also left here a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st To the first Interrogatory this Deponent saith that he doth not know the Complainant Josias DuPré Broker in this Cause

and

and that he doth know the Defendant Ballamcodoo Chetty in this Cause, and that he hath so known him for fifteen years last past to this Interrogatory. —

3rd. To the third Interrogatory this Deponent saith, that he hath some thing relating to the Matters in Question in this Cause to the Complainant and Defendant and this Deponent saith that he once Present at the Defendants House some time in the Month March last past when two Peons and a Kircarah belonging to Venkatah Ram Pillah and two Peons belonging to the to the Defendants House and said he must go along with them Rockers Garden on Account of some Money Concerns the Defendant said that he had nothing to do with Mr that he would go to Venkatah Ram Pillah upon which told the Defendant that if he did not go along with them pull him from there by his Cloth, and this Deponent said much Altercation between said Persons and the Defendant Persons had a Record said Defendant agreed that they Consented to go along with said Persons to the Garden and the Defendant Requested this Deponent to which this Deponent accordingly did and this Deponent whom the Defendant himself and the other Persons the Garden House Venkatah Ram Pillah and this Deponent Minutes and then Returned to the Defendant and told the Defendant that Mr Chetty Coryhood by the said and this Deponent said Defendant said that the

that he had no Accounts with the Complainant but that his Accounts were gone to the Northward and that if he would give him some time he would send for said Accounts and if there was any Balance due to the said Venkataramyallah he would pay the said Balance after examining his Accounts and this Deponent saith that the said Venkataramyallah and the Defendant talked on the subject of signing said Bond till near four o'Clock in the afternoon and that at last the Defendant began to be very hungry and signed said Bond but not with his own free Will and Consent as he was much Displeased at it and this Deponent saith that the said Venkatah Ram Pillah Promised the Defendant that after the Accounts came from the Northward if there was any Difference between the Ballance in Accounts and the Sum mentioned in the Bond he would give him Credit for it in the Bond or Pay the Difference and this Deponent saith that after the said Venkatah Ram Pillah had made the above Promise to the Defendant he Signed the said Bond as before Setforth. — and more saith not to this or the last Interrogatory. —

Richd Dighton

Exam.d

(604)

Mayors Court at
Madraspatnam

Between Josias DuPre Gentleman of
Fort Saint George Merchant Compla-
.ant and Ballamoodoo Chitty of
Inhabitant Defendant —

On the Part of the Defendant —

Depositions of Witnesses taken in this Cause by and be-
Examinerwin this Court as followeth. —

Govendoo of Kodumbaukum Inhabitant but now at Madraspa-
thereabouts being produced as a Witness in this Cause On the Part of the D-
was on the 9.th Day of November 1782 Sworn at the Office of Mr Cu-
who is Attorney for the Complainant by Buswaseng my Broad wri-
him a Note of the Name Title and Place of Abode of the said Defendt
afterwards on the same Day being Sworn and Examined Deth
1.st To the first Interrogatory this Deponent doth not
Complainant Josias DuPre Gentleman on this Coast
know the Defendant Ballamoodoo Chitty on this Coast
Saith so Knowne him for seven years and more that
Interrogatory. —
2.d To the fourth Interrogatory this Deponent doth not
Saith as in the Defendant & Answer is Set
and Books that were lodged at one Mootaah Hous
belonging to the Defendant and this Deponent doth
Since on the Month of March last and kept the
Books Ready to bring to Madras when he was
Horse were on the Road Hereto he returned at
Month of June when he returned to Madras that
thirtieth of said Month and Delivered said Account
and who gave them in Open Court and Deponent
this or the last Interrogatory —

Govendoo

Robt.s Depositions
Exam.r

Mayors Court at Madrasapatnam

Between Jonas DuPre Coroker of S.t Mary le Bow in the City of London Merchant and Complainant and Ballamoodoo Chitty of Madras Inhabitant Defendant —

On the Part of the Defendant —

Depositions of Witnesses taken on the Cause depending before the Court at Fortwilliam —

Sawrey of Madras Coachbuilder aged 24 years or thereabouts — Being produced as a Witness in this Cause On the Part of the Defendant was on the 5.th Day of November 1768 Sworn before me Richard Dighton Esq.r Mayor of Madrapatnam & Examined Deposeth as followeth —

1.st To the first Interrogatory this Deponent saith that he doth not know the Complainant Jonas DuPre Coroker in this Cause, and that he doth know the Defendant Ballamoodoo Chitty in this Cause, and that he hath known him One year or thereabouts — and more saith not to this Interrogatory —

5.th To the fifth Interrogatory this Deponent saith that some time in the beginning of the Month of June he was present when the Defendant Ballamoodoo Chitty presented an Account to Venkatesh Nain Pillah perusing the same Account and said he would have nothing to do with said Accounts, but that the Defendant had better pay the Amount of his Bond to Mr. Coroker if not he would be prosecuted in the Court of Mayors Court upon which the Defendant said before I signed said you Promised me one thing and now you Dyke and promised another — and more saith not to this or the last Interrogatory —

Richd Dighton

Exam.r

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Mayors Court at Madrasapatnam

Between Josias Dupre Gent. Plaintiff
for Saint George Merchant Compl.
and Ballamoodoo Chetty of Mad.
Inhabitant Defendant

On the part of the Defendant

Depositions of Witnesses taken in this Cause by D.
Examiner in this Court as followeth.

Vencatachella Chetty of Triplicane but now at Mad.
Painter aged 21 years and upwards, being produced as a Witness
on the part of the Defendant was on the 16th Day of November 1751 at
the Office of Mr. Charles Bromley who is Attorney for the Compl.
Examining my Servant who also left him a Note of the Name
Place of abode of the said Defendant and afterwards on the same Day
and Examined Defendt as followeth.

1st. To the first Interrogatory this Deponent saith that he
knows the Complainant Josias Dupre Gent. and that
that he doth know the Defendant Ballamoodoo Chetty
and that he hath so known him for three years and upwards
this Interrogatory.

2d. To the first Interrogatory this Deponent saith that he
Complainant the Monday Week before the Deponent
Monday Chetty Defendant on account of Cloth Complained
Defendant Complainant to this Account and he said he
pressed the same demanded and said he could have nothing
with was demanded but that the Defendant then told him he
his Bond to Mr. Bromley and demanded to proceed on the
Mayors Court upon which the Defendant then Signed and

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You Promised me one thing and now you Dyst and Prevaricate
in that and more saith not to this or the last Interrogatory.

Richd Digbton

Exam.

Mayors Court at Madraspatnam

Between Jonas DuPre Broker of Fort Saint George Merchant Complainant and Ballarmadoo Chitty of Madras Inhabitant Defendant

On the Part of the Defendant

Depositions of Witnesses taken on this Cause Sworn before the Examiner in this Court as followeth.

Mashapillah of Sadapett but now of Madras Coricophlie to the Defendant aged 40 years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 9th Day of November 1782 Signified at the Office of Mr. Charles Bonley who is Attorney for the Complainant by Messenger my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.—

1st ..... To the first Interrogatory this Deponent saith that he doth not know the Complainant Jonas DuPre Broker in this Cause and that he doth know the Defendant Ballarmadoo Chitty in this Cause and that he hath so known him fifteen years or thereabouts and more saith not to this Interrogatory.—

6th ..... To the Sixe Interrogatory this Deponent saith that he is Coricophlie to the Defendant and knows the Tittle of the Interrogatorys and

that

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that he hath served the Defendant there fifteen years last past in the capacity of Concapsie and that he is well acquainted with all the Dealings and Transactions of the said Defendant and that he doth know of any Dealings Transactions or Connection that hath been betwixt the said Defendant and the Complainant in the Bill of these Interrogatorys named and that no Dealings Transactions or Connections could have passed betwixt the said Defendant and the said Complainant without his knowing thereof and the Deponent saith he doth know of the Dealings Transactions and between the said Defendant and one Vencatramapillai and all the Accounts relative to all said Dealings Transactions betwixt the said Defendant and the said Vencatramapillai the Deponent saith on Producing and Shewing to him at his Examination the Cadjan Roolay number one purporting to be an Account Current between the said Defendant and the said Vencatramapillai that is Cadjan Roolay are the Original Accounts kept by him relative to all the said Defendant and the said Vencatramapillai

not to this or the last Interrogatory —

Richd Brighton

Exam.t

Mayors Court at Madraspatnam. Between Josias DuPre' Borcher of Fort St. George Merchant Complainant and Ballamoodoo Chetty of Madras Inhabitant Defendant

On the Part of the Defendant

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

Coomaraswah of Triplicane Coringellee but now at Madras Aged 27 years or thereabouts being Produced as a Witness in this Cause, on the Part of the Defendant was on the 25th Day of November 1782 Sign[illegible] at the Office of Mr. Charles Bromley who is Attorney for the Complainant by Business my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st. . . . . To the first Interrogatory this Deponent saith that he doth not know the Complainant Josias DuPre' Borcher in this Cause, and that he doth know the Defendant Ballamoodoo Chetty in this Cause, and that he hath so known him Seven or Eight years - and more saith not to this Interrogatory.

7th. . . . . To the Seventh Interrogatory this Deponent saith that he doth know some Matters in Dispute in this Cause between the Complainant and Defendant named in these Interrogatories and this Deponent saith that some time in the Month of July last he went with the Defendant & Ramajeelah's Elder Brother to Venkataramanah and the said Ramajeelah said to the Defendant

(610)

why should there be any Dispute between us? if you want the Balance according to your Account I will speak to Venkataramyallah and get you the Bond you have in favor of Mr Porcher and then this Defendant and I came away and the next Morning the Defendant Accounts to Rungayakyallah and give them into his Rungayallah carried said Accounts unto his Brother ramyallah and after staying a little while returned Defendant and gave the Accounts back to the Defendant said we shall see about it another time when this and Defendant came away - and more saith not to last Interrogatory.

Rectd Deposition

Exam.t

Sworn

Sibd 7.th March 1785

To the Worthe

Court of Mandra

Humbly complaining Sheweth

unto your Worships Peter Gordon of Fort

Merchant that whereas on the Month of

one thousand seven hundred and

Worships the Head of Corporal in the

yard Battalion of Malabar Infantry

thousand Pagodas and

and thirty one pounds, as the Ballance of her Account Current arising
on his said Ballamoodoo Chetty's Bond or Obligation to your Orator
made and given, and also to be relieved touching the several Matters
and things in the said Bill Complained of, & relation being thereunto
had, will more fully and at large appear, your Orator further Sheweth,
that the said Ballamoodoo Chitty being duly Served with a Proces to
Appear and Answer, he Appeared Accordingly, and on the Thirteenth Day
of August following did file his Plea and Answer, and therein Denied he
Be Indebted unto your Orator in any Sum of Money whatsoever, but on
the Contrary, that the said Bond or Obligation on which the said Ball-
amoodoo Chetty was Said was Compulsory Obtained from him by fraud
and duress of Imprisonment, To this Plea and Answer, your Orator
Sheweth, that on the third day of September following, your Orator
put in his Replication, to which the said Ballamoodoo Chetty
Rejoined, Issue was joined, Rule for the Examination of Witnesses
taken out, and Witnesses Examined, Publication passed, and the Cause
Set down for Hearing, But before such Cause could be heard, the
said Ballamoodoo Chetty departed this Life, whereby the Suit as
to him is become Abated. your Orator further Sheweth, that the
said Ballamoodoo Chetty in his Life time, did duly make and
Publish his last Will and Testament in Writing, and thereby
Constituted and Appointed Hemphantam Saroony Chetty,
Nelaram and Monaram of Madras Interpreters Executors, who
have duly proved the same before the Kings Ordinary in this
Honble Court and hath thereunto & all the said Testators personal

Estate more than sufficient to pay his Funeral Expences and all his just Debts, whereby the said Suit ought to be Revived against the said Adempauhaurr Sawmy Chitty, Nelauram and Mooduram his Executors, And your Orator as he is Advised is entitled to the same Relief against them with respect to the said Ballamoodoo Chitty personal Estate as your Orator could have been entitled to against the said Ballamoodoo Chitty had he been living, To the End therefore that your Orators Bill of Complaint and the Several Proceedings may be revived against the said Adembauhaurr Sawmy Chitty, Nelauram and Mooduram as Executors aforesaid and be in the same plight and Condition as the same was in at the time of the abatement thereof, further to Stand to and abide by such Order and Decree as to this Honble Court shall seem meet.

Forasmuch as this Honble Court may please to grant unto your Orator his Most Gracious Writt of Subpoena to be directed to the said Adembauhaurr Sawmy Chitty, Nellauram and Mooduram Executors aforesaid, To be and appear before this Honble Court at a certain time and place to be limited and appointed by this Honble Court then and there to Answer the Premises and to shew cause, why the said Suit and Proceedings should not be revived against them and be in the same plight and condition as they were at the time of the Death of the said Ballamoodoo Chitty and further to Stand to and abide by such Order and Decree therein as this Honble Court shall think meet.

Madras 7th March 1783

Pitt Clarke

Mayr

Let the Defendants Appear to the Defendants Bill of Complaint on the Second Day of the next Term Returnable next Court Day

P. Webb Mayor

Mayors Court at Madraspatnam } { Friday the 28th Day of March Anno Domini 1783

Present

William Webb Esqure Mayor
Edward John Holland Edward
Garrow Thomas Cooper Hugh
Maxwell and Edward Fawcett
Aldermen

Between Josias DuPré Porcher
of Fort Saint George Merchant
Complainant and Audemparkum
Sawmy Chitty Nellaram and Mooduram
Executors of Ballamoodoo Chitty Deceased
of Madras Inhabitants Defendants

This Cause coming on to be Heard and Debated this
Day in the Presence of the Attornies on both sides on Reading the
Complainants Bill with Copy of a Bond and an Account Current
Annexed The Affidavit of the Complainant The Defendants Plea
and Answer with Copy of an Account Current Annexed The
Replication The Rejoinder The Interrogatories and Depositions
on the Part of the Complainant with one Exhibit Annexed The
Interrogatories and Depositions on the Part of the Defendants with
Exhibit marked A Answer On Hearing the Pleadings
made use of by the Attornies and on due Consideration had thereon
This Court doth think fit to Order and Decree and doth
accordingly

accordingly Order and Decree that the Defendant shall pay
the Complainant the full and just Sum of Three thousand
Hundred and Twenty Star Pagodas and thirty one Fanams
/Pags. 3820. 31. / together with all such Interest as
shall hereafter become due thereon until full payment
also all Costs of this Suit

Per Cur

Court of Appeals
at
Madrasapatnam } ss

Thursday 22d. April
Domini 1784

Between Audiappa
Chitty Nellaraon and Mutta
Executors of Balla Wader de
Appellants and Jonas Da
Respondent.

This Cause Coming on this Day to be heard by
Court no Attorney appearing for the Appellants and
not being produced by the Attorney for the Respondent
in Writing had been given by the Direction upon the
Appellants on the 20th. Instant purporting that they
would be heard on this Court on this 22 Day of the same Month
April the Attorney for the Respondent shews that the Hearing

of the said Appellants may be hence Dismissed for want of Prosecution — The Court taking the said prayer into Consideration — Ordered that the Petition of Appeal of the said Appellants be hence Dismissed with Costs —

J Cur
Chas. Freeman
Clk.

Filed 9th November 1782 —

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Paul Benfield by his Attorney John Turing of Madras Esquire that Mathew Horne and Charles Edward Jones late of Madras Esquire Executors of Mathew Horne late of Madras Esquire Deceased are Indebted unto your Orator in the full and just Sum of Twenty Six thousand five hundred and Seventy three Pagodas and fourteen Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ten thousand Six hundred and Twenty nine Pounds Six Shillings and Eight Pence as by a certain Bond — Assignment and Account current hereto annexed for the Inspection of this Honble Court may more fully appear the Originals whereof Respectively are in your Orator's Possession and ready to be Produced if Required And your Orator hath frequently and in a friendly manner Requested the Payment of the said Sum of Seven Six thousand five hundred and Seventy three

Pagodas

(616)

Pagodas and fourteen fanams

But now so it is and may it please your
Honr the said Mathew Horne and Charles Edward Jones
wilfully refuse to pay the same or to give your Orator any
Satisfaction touching the Premises your Orator prays
Relief such as to this Honble Court shall appear agreeable
and Good Conscience To the End therefore that the
Mathew Horne and Charles Edward Jones may upon
Several Corporal Oaths full true direct and Perfect
make to all and Singular the Matters and things
Set forth and Alledged as fully truly and effectually
and Purposes as if the same were Interrogated
Interrogated and that they may be Decreed to pay
the aforesaid Sum of Twenty Six Thousand five hundred
Thod Pagodas and fourteen fanams with all such
shall hereafter become due thereon also all Costs
the said Mathew Horne and Charles Edward Jones
bound by the Decree of this Honble Court and
Answer thereof

May it please this Honble
said Mathew Horne and Charles Edward Jones
and Regarded by the Honble Fort Saint George
Justices and the District thereof Personally to be
Upon the Honble Court for a certain time and
Honble Board and Effectually Show and How to

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Orator's Bill of Complaint and further to Shand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet —

9th November 1782 —

This Bill was Shown to the Court between the Days of Adjournment & a Summons Issue Returnable Next Court day. —

Edwd Garrow
Mayor

Geo. Oxham
Atty for Compt.

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

Whereas the above bound Mathew Horne, Charles Edward Jones and Comaroo Moodelliar have jointly borrowed and received of the above named Paul Benfield the full and just Sum of thirty thousand Star Pagodas Payable in three years with two years to bear no Interest and for the three years to carry 12 per Cent per Annum. —

616

Pagodas and fourteen fanams

But now so it is and may it please your
Court the said Mathew Horne and Charles Edward Jones
wilfully refuse to pay the same or to give your Orator any
Satisfaction touching the Premises your Orator prays
Relief such as to this Honble Court shall appear agreable
and Good Conscience To the End therefore that the
Mathew Horne and Charles Edward Jones may be
Several Corporal Oaths full true direct and Perfect
make to all and Singular the Matters and things
Setforth and Alledged as fully truly and effectually
and Purposes as if the same were herein again Repeated
Interrogated and that they may be Decreed to Pay
the aforesaid Sum of Twenty five thousand five hundred
three Pagodas and fourteen fanams with all such Sum
shall hereafter become due thereon also all Costs of
the said Mathew Horne and Charles Edward Jones may be
bound by the Decree of this Honble Court each unto
Answer thereof

May it Please this Honble Court
said Mathew Horne and Charles Edward Jones to be
and Required by the Sheriff of Fort Saint George
for them and the District thereof personally to be and
this Honble Court to be and abide such further
Honble Court shall Order them and Him to Answer

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Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Horible Court shall Seem Meet —

9th November 1782 —

This Bill was Shewn to Me

Between the Days of Adjournment

Let a Summons Issue Returnable

Next Court day —

Edw.d Garrow

Mayor

D Topham

Atty for Compt.

Know all men by these Presents that We Mathew Horne — Charles Edward Jones and Comaroo Moodelliar are held and firmly bound unto Paul Benfield in the Penal Sum of Sixty thousand Star Pagodas To the Payment whereof well and truly to be made to the said Paul Benfield his Heirs Executors Administrators or assigns We do hereby bind ourselves our Heirs Executors and Administrators firmly by these Presents In Witness whereof We have hereunto Set our Hands and Seals in Fort St. George this — Twenty ninth Day of November in the year One thousand Seven Hundred and Seventy Seven —

Whereas the above bound Mathew Horne, Charles Edward Jones and Comaroo Moodelliar have jointly borrowed and received of the — above named Paul Benfield the full and just Sum of thirty — thousand Star Pagodas Payable in three years first two years to bear no Interest and for the third year to bear at ten p.r Cent p.r Annum. —

(618)

Now the Condition of this Obligation is such, that if the above bound Mathew Horne Charles Edwards Jones and Conan Moodelliar their Heirs, Executors, Administrators, or Assigns shall well and truly Pay or Cause to be paid unto Paul Benfield his Heirs Executors, Administrators, or Assigns the full and Just Sum of Thirty Thousand Star Pagodas as above set forth together with all Interest as shall or may become due thereupon, then the above Obligation to be void and of no Effect otherwise to Continue in full force Virtue. —

Mat.w Horne

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

C. Edwards Jones

Conan

Geo Maule

Peramasevam

I Acknowledge that Conan above mentioned is fully Satisfied Paid off and Acquitted this Bond & none thereof is demanded by him herein and the same hath been included in his Account of this date, so that I have no further Claim for such one thousand Pagodas this fifteenth of April 1778. —

Paul Benfield

Registered upon the Records of the Mayor's Court at Madraspatnam this 8.th Day of January 1781

James Taylor

Regr.

Whereas Mathew Horne Charles Edward Jones and Comaroo Moodelliar in and by one Bond or Written Obligation bearing date at Fort St. George on the Twenty Ninth Day of November which was in the year of our Lord One Thousand Seven Hundred and Seventy Seven became jointly bound to Paul Benfield Esquire in the Penal Sum of Sixty Thousand Pagodas Current Money of Madras conditioned for the Payment of Thirty Thousand Pagodas and Interest at a Day long since past as by the said Bond and Condition thereof may appear And Whereas there now Remain due to the said Paul Benfield Esquire two thirds of the Principal Sum of the said Bond with the Interest arising thereupon One third Part with Interest of the said One third part having been paid and Discharged by the said Comaroo Moodelliar Now Know all Men by these Presents that the said Paul Benfield Esquire for and in Consideration of the said Principal Sum of Twenty Thousand Pagodas with the Interest due thereupon to him in hand paid by John Turing Esquire of Fort Saint George the Receipt whereof the said Paul Benfield doth hereby Acknowledge He the said Paul Benfield hath assigned and set over unto the said John Turing the said Recited Bond or Obligation and the Monies thereupon due and owing and all his Right and Interest thereof in and to the same, and the said Paul Benfield for the Consideration aforesaid hath made Ordained Constituted and Appointed and by these Presents doth make Ordain Constitute and Appoint the said John Turing his Executors Administrators his true and Lawful Attorney and Attornies irrevocable for him and his Name and in the Name and Names of his Executors Administrators but for the Sole and

Proper

Proper use and Benefit of the said John Young his
Administrators and Assigns to ask Require Demand
of the said Obligors or Parties in and to the said Bond
and either of them their and either of their Heirs Ex
Administrators the Monies due on the said Bond
Payment thereof they and either of them their and
Heirs Executors and Administrators to Sue for
Receive the same and on Payment thereof to de
Cancel the said Bond and give sufficient Re
discharges thereof and one or more Attorney
him to Constitute and whatsoever the said
Attorney or Attorneys Heirs Executors Admi
Assigns shall lawfully do in the Premises
Benfield doth hereby allow and Confirm
the said Paul Benfield free and harmless from
may happen thereby and the said Paul Benfield
the said John Young that he hath not Receiv
the said Monies so due on the said Bond from
Obligors or Parties in and to the said Bond or
any part thereof being two thirds of the Penal
said Bond with the Interest arising thereupon
Set forth neither shall or will Discharge the
part thereof but will own and allow of all Dat
-ings for the Recovery thereof and the said Paul
doth further Covenant with the said John Y
there have not been any Account Dealings or
which can or ought in Law to Stop the Payment

Monies so due from them the said Obligors or Parties unto and to the said Bond or either of them to the said Paul Benfield under and by Virtue of the said Bond or Obligation so hereby assigned unto the said John Turing — In Witness whereof the said Paul Benfield Esquire hath hereunto set his Hand and affixed his Seal at Fort Saint George this Twenty fourth Day of October One Thousand Seven Hundred and Eighty two —

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

Ja.s James
R.t Turing

Paul Benfield (L.S.)

---

Dr. Mathew Horne and Charles Edward Jones to Paul Benfield & Co.s

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1777 | | | | | 1782 | | | | | |
| Novem.r | 29.th | To the Amount of their Bond of this date. | 20,000 | " | " | Oct.r | 24.th | By Ballance this day. | 26573 | 16 " |
| | | First two years no Interest. | | | | | | | | |
| | | To Interest on 20,000 from 29.th Novem.r 79 to 29.th Nov.r 1780 is one year at 10 p.r Cent. | 2000 | " | " | | | | | |
| | | To Interest on 20,000 from 29 Nov.r 1780 to 24.th Oct.r 1782 is 22 26.m @ 12 p.r C.t the Legal & current Interest | 4573 | 16 | " | | | | | |
| | | | Pagodas | 26573 | 16 | | | | Pagodas | 26573 16 " |

Fort S.t George October 24.th 1782 —

John Turing
Attg for Paul Benfield

True Copies
Robinson

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In the Honble the Mayors Court at Madras

Filed 26th November 1782 —

Between Paul Benfield by
Attorney John Turing
and
Mathew Horne and Charles Edwd
Jones. —

The above Named John Turing maketh Oath and
Saith that the above named Mathew Horne and Charles Edwd
Stand justly and truly Indebted unto this Deponent under and
Virtue of the Assignment and Account Current Copies whereof are
annexed to his said Bill of Complaint filed in this Hond Court
in the Sum of Twenty Six thousand five hundred and Seventy
Pagodas and fourteen fanams together with Interest thereupon
Twenty fourth day of October being the date of the said Assignment
account Current and that the said Mathew Horne and Charles
Edward Jones have been within the Jurisdiction of this Hond Court
since the Cause of Action arose —

Sworn in Madras
this 25th Day of November 1782 —

Before Me
Edwd Garrow
Mayor

John Turing

L. Lopkan
Atty for Complt

Filed 13th December 1782 —

The Joint Plea and Answer of Francis Jourdan and William Sydenham both of Fort Saint George Esquires as Attornies to Mathew Horne Esquire now a Prisoner with the French to the Bill of Complaint of Paul Benfield Esquire by his Attorney and Assignee John Turing of the same place Esquire. —

The said Defendants as Attornies of the said Mathew Horne by protestation not Confessing or Acknowledging all or any of the Matters or things in and by the said Bill of Complaint of the said Paul Benfield by his Attorney John Turing, Setforth and Alledged, to be true, in such manner and form as the same are therein and thereby Alledged, for Plea thereunto say, that although they do admit the said Mathew Horne did set his hand and seal to the Bond or Obligation in the Bill of Complaint mentioned, — together with Charles Edward Jones and Comarco Moodelliar in the said Bill also mentioned yet these Defendants do not admit, that the said Mathew Horne is, or ought to be bound thereby, because these Defendants say, that the Consideration for which the said Joint Bond was granted, was an Assignment and transfer of Divers Debts and Demands, which the said Paul Benfield said and Pretended were due unto him from Divers Persons in the Kingdom of Tanjore, to the Amount of One Hundred and thirty three and a half Pork New Pagodas, and fifty Eight Thousand One Hundred and thirty four Tanjore Chuckrums, seven fanams, and eighteen Cash, as also of One Hundred and Sixty three Thousand Six Hundred and Seventy three Tanjore Chuckrums of Paddy pretended to be then, that

is

is to say, on the day of the Execution of the said Bond or Obl
Remaining in the said Country of Tanjore, and the Defend
Paul Benfield And these Defendants say they had been
that Several of the Persons so said and pretended to be
said Paul Benfield, did not exist, or if existing were no
and that the said Mathew Horne Charles Edwards Jones
Comaroo Moodelliar, could not and did not recover
said Debt and Bond, Loan to the Amount of Sic
Hundred and Ninety Seven Star Pagodas and Twen
fanams, and of Porto Nova Pagodas, five Hundred
Defendants for and on behalf of the said Mathew H
they are advised and believe, that the said pretend
Bond, so Assigned and Transferred by the said
to the said Mathew Horne, Charles Edwards Jones and
was not an adequate Consideration for the Sum or Obl
Bill of Complaint mentioned, but on the Contrary, that
unreasonable Bargain, and that the said Mathew Horne
Edward Jones, the now Surviving Obligee are Relieved
Court against the same. And these Defendants further
the said Paul Benfield since the Sealing and Deliv
Bond or Obligation, was and still is Indebted unto
Mathew Horne and said Debt of Sic Hundred Se
and that the same ought to be Discounted out of any
of the Bond or Obligation, or said Debt of Eight
with which these Defendants further Say that they
the joint Obligee with the said Mathew Horne and

Jones, was in his life time Dubash to the said Paul Benfield, and Managed his Concerns in the Country of Tanjore, and they Submit to this Honble Court the Probability that the said Comaroo Moodelliar being well acquainted therewith and of the insufficiency of the said Pretended Debt and Baddy as a Consideration for the Bond in said Bill mentioned, did demand a Discharge or Release, in the Nature of a Receipt from the said Paul Benfield, for what is in Bill termed, "his Share of the said Bond or Obligation," since it appears by the Complainants own Shewing, he accordingly Executed on the fifteenth Day of April One thousand Seven Hundred and Seventy Seven, not more than five Months after the date of the said Bond or Obligation, and perhaps before any part of the said Debt or Baddy could be Collected in and Recovered, although these Defendants say the said Bond or Obligation was not to be Discharged in the whole or in part until three years after the sealing and delivery thereof. All which Matters and things these Defendants for and on behalf of the said Mathew Horne do Plead in Bar of the Complainants said Demand and pray the Judgment of this Honble Court thereon, and also whether they as Attornies to the said Mathew Horne, shall make any other or further Answer to the Complainants said Bill of Complaint. And these Defendants pray to be hence Dismissed with their said Mathew Horns Reasonable Costs in their behalf most wrongfully sustained.

13th Decr 1782 — Sworn to in Court

Chas Bromley
Dpty Regr

Francis Sourdan

H. Sydenham

Chas. Bromley Atty Defts

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Extract from the Minutes of a Court Held at [illegible]
Hall on Friday the 25th Day of April Anno Dom

Present

William Webb Esquire Mayor
James Call Edward Johnston
Thomas Cooper Hugh Maxwell
Edward Trowd Edward [illegible]

Paul Benfield by his Attorney John Turing
vers
Mathew Morris and Charles Edward Jones

Bill with Copies of Bond Assignment and of an Ann[illegible]
annexed Read.
Affidavit of John Turing Read
Plea and Answer of Mathew Morris Read

The Plea and Answer of Mat[illegible]
and William Lydenham Attorney of the Defendant Mo[illegible]
coming on to be Argued and Determined this Day by the Mo[illegible]
sides on Reading the Complainants Bill with the Copies [illegible]
and [illegible] annexed Exhibited and Affidavit of John Turing [illegible]
Answer. On Hearing the Pleadings read and [illegible]
Affidavit and the Examination had thereon This Co[illegible]
doth think fit to Overrule the Plea and doth accordingly
and Decree that the Defendant Mathew Morris [illegible]
the Complainant his Bill and just Demand thereby [illegible]

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two Hundred and Eighty Six Star Pagodas and Twenty eight fanams
/Star Pagodas 13286.28. "/ being half the Sum Sued for
together with such Interest as now is or shall hereafter become
due thereon until full Payment is made also all Costs of this
Suit

Town

Courts of Appeals
at
Madrasphatnam } ss

Thursday 22nd April Anno
Domini 1784

Between Mathew Horne Esquire a
Colonel in the Service of the Honble the United
English East India Company by his Attornies
Francis Fourdain and William Sydenham of
Fort Saint George Esquires Appellants and Paul
Benfield Esquire Respondent

This Cause Coming on this Day to be Heard and
Debated before this Court by the Attornies on both sides upon Hearing the
Petition of Appeal and Answer and the Several Exhibits of the Honble the
Mayors Court together with the Decree of the said Court given in this
Cause on Friday the 25th Day of April Anno Domini 1783 and upon
due Consideration had of the Matters thereon Severally contained and
of the Readings and Arguments made by the Attornies on both sides, This
Court doth think fit to Order and Decree and doth Accordingly
Order and Decree that the Decree of the Honble the Mayors Court
dated the 25th Day of April Anno Domini 1783 do stand affirmed
and that the Appellants Petition be Dismissed with Costs.

Peter Elias Freeman Clk.

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Filed 8th April 1783.-

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto

Honble Court Your Orator Joannes Martinus of Madras
Merchant that Whereas your Orator did some time over the
Twenty third day of July which was in the year of our Lord
Thousand Seven Hundred and Seventy Nine lent and Pay
Mahomed Tahar Khan of Madras Merchant the Sum
Five Thousand and Six Hundred Pagodas for the Secur
ment whereof, he the said Mahomed Tahar did Mor
unto Your Orator a Certain Brigantine the Property
the said Mahomed Tahar, called the Condor Mun
and by one certain Deed or Instrument by him Sign
in favor of your Orator, on the aforesaid Twenty third Day
One Thousand Seven Hundred and Seventy Nine, in the
Madras, a Copy of the Translation whereof with an Affi
made by your Orator thereto adjoined, and hereto
to his Hereunto Annexed Marked A for the Inspection of the
Court, whereby your Orator prays may be admitted as part of the
Bill of Complaint, that the Brigantine then Lying at
in the Road of Madras aforesaid and bound upon a Voy
the said Road to the Port of Rangoon in the Kingdom
and back to Madras that the said Vessell did accordingly
her departure from the Road of Madras and proceeded
Rangoon aforesaid under Cover Colours that the said Vessell

did afterwards take her departure from the said port of Rangoon, with a Cargo bound for and Consigned to the aforesaid port of Madras, that the said Vessell in prosecuting her said destined Voyage was drove by the Winds and Weather to the Port of Vizagapatam, within the Jurisdiction of this Honble Court, where she Landed her Cargo and the aforesaid Mahomed Tahar — remained at Vizagapatam, that during her Stay at the said place he freighted the said Vessell with Goods for Nagore where she Arrived safe, but on Account of the Troubles Occasioned at that place by the Invasion of Hyder Ally, they were not able to Land the Cargo, and therefore went by Order of the Merchants to whom the Goods were Consigned to Negapatam where her Cargo was unladen and another put on Board intended for the Madras Market, that during her Stay at Negapatam the Master the Vessell being out of Repair, she staid there to get the same Repaired in order to enable her to come to Madras, before the setting in of the Northerly Monsoon. Your Orator further Sheweth, that being at the said place some time in the Latter end of the Month of July or beginning of August One thousand Seven hundred and Eighty One, the said Vessell & her Cargo, Copy of the Account Particulars or Invoice whereof, and of the Value of the Several Articles therein Contained, is hereunto Annexed Marked B, for the Inspection of this Honble Court, which your Orator prays may be admitted as a further part of this his Bill of Complaint, together with sundry other Vessells were Captured and made prize of by His Majesty's Fleet under the Command of Vice Admiral Sir Edward Hughes and was sent to Madras together with the other Vessells Taken and made prize of in Order to be Sold for the benefit of the Captors the Admiral Captains Officers and —

&c

(62B

Seamen of the said Fleet, and your Orator hath been informed
hath Reason to believe that the said Vessell the Candor Master
was so sent to be Sold to Messieurs Alexander Cuthbert, George
and Antonio de Souza of Madras Merchants, that your Orator
did as soon as might be after the Arrival of the said Vessell and
Cargo at Madras, lay Claim to and Demand the same of the
Alexander Cuthbert George Ramsay and Antonio de Souza
your Orator Shewth that he was in hopes from the pay
Satisfaction he gave to the said Persons of the Property of
said Vessell and her said Cargo, and of their being Men
to your Orator, and that the said Vessell always has sailed und
Pegue Colours, and that She had on Board at the time of her
made a Prize of as aforesaid, by the Affidavits of Peter Dav
To Wit of your Orator in his Affidavit Annexed to be read
-med Tahars Mortgage Nesphoondeen Bono Shaboo Mah
Mahomed Hasem, Sooty Mahomed, Sangura Sahib Sa
Mahomed, and Narraire Chetty, which said Affidavit
Sworn to before Benjamin Roebuck Esquire then May
Madras on or about the Tenth Day of August last and
your Orator's Attorney delivered to the said Antonio de Souza
the said Alexander Cuthbert George Ramsay and Antonio de
would have Orders the said Vessell and her said Cargo to be
upon discharge, but your Orator was afterwards given to under
that the said Vessell and Goods Cargo, together with the other Ef
made Prize of aforesaid were not sent to the said Persons for the
Purpose of paying over the Property of the said Vessell which

they

(629)

they Actually belonges To Persons, Natives and Subjects of Nations Enemys of Great Britain but for the full purpose of Selling and Disposing of the said Vessells for the benefit of the said Captors, your Orator further Sheweth that finding his property and his Security upon the said Borgantine the Cauder Meeran Bauw rendered by the aforesaid Causes uncertain and precarious, he filed a Bill of Compleaint in this Honble Court for his Demands upon the said Mahomed Sahar, some time on or about the Eighteenth Day of August which was in the year of Our Lord One Thousand Seven Hundred and Eighty One Amounting to the Sum of three Thousand two Hundred and Twenty Six Pagodas four fanams and Twenty Cash as may appear by a Copy of the account Current hereunto Annexed Marked C for the Inspection of this Honble Court, which your Orator prays may be admitted as a further part of this his Bill of Compleaint, that your Orator did thereupon take out a Summons, which being Directed to the then Sheriff of Madraspatnam he the said Sheriff did Return the same, Not to be found, whereupon your Orator did take out a Sequestration to Seize the Goods and Chattels of the said Mahomed Sahar, which was Returned into this Honble Court on the Twenty eighth Day of the Month of August in the said year of our Lord One Thousand Seven Hundred and Eighty one in which Return the said Sheriff Returns that he had Seized and Sequestered the Goods and Chattels of the said Mahomed Sahar a Vessell named the Cauder Meeran Bauw the aforementioned Brigantine which Vessell he therein mentioned he had since found to be one of his Majesty's Sloops and Tenders for the benefit of the Captors

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Captures as may more particularly appear by Copy of the said
Several Annexed Marked D for the Inspection of this Hon^ble
Court which your Orator prays may be Annexed unto and
of this his Bill of Complaint, your Orator by these means
that he was absolutely deprived of the Security and Papers
on the said Brigantine and her Cargo, applies to M^r Antonio de
for the aforesaid Affidavits he has delivered to him of the Capt^n
said Vessell and her said Cargo, by whom he was informed that
Antonio de Souza had not the Management of the said
Prize Vessells, and that he had Delivered the same to M^r
Cuthbert who had the Management thereof, and that
ought thereupon take such measures for the Security
should be advised or he should esteem just and proper
your Orator Sheweth that he hath since received the
Papers from the said Alexander Cuthbert, Copies whereof
Annexed for the Inspection of this Hon^ble Court Marked
1234567 which your Orator prays may be deemed
further part of this his Bill of Complaint your Orator
Sheweth that the said Brigantine the Crater Merchant
notwithstanding the aforegoing Representations of the Capt^n
said Vessell to the said Alexander Cuthbert sold by the
Esquire Vice Gate Register by Order of the aforementioned
Cuthbert, on or about the twenty third of the said Month of
for the Sum of One Thousand and one Hundred Pounds
cargo was in the like manner or otherwise sold and Disp
the said Alexander Cuthbert. And your Orator
that the said Alexander Cuthbert may also Answer

of One thousand and one hundred Pagodas in consequence of the said Sale made by his Order by the said Charles White, and did also receive the Produce of the said Cargo. Your Orator upon finding the said Vessell and Cargo sold greatly below their Value and himself devested of the Property and Security he had therein did make frequent applications to the said Alexander Cuthbert for Satisfaction in the Premises. And your Orator further Sheweth that on the Seventh Day of May One thousand Seven hundred and Eighty two after the expiration of Six Months from the Return of the aforesaid Sequestration issued against the Goods and Chattels of the said Mahomed Sahar and the said Mahomed Sahar not making any appearance this Honble Court were pleased to grant a Decree against him to Pay unto your Orator the Sum of three thousand Two Hundred and Twenty Six Pagodas four fanams and Twenty Cash together with such Interest as there was or should thereafter become due thereon together with Costs of Suit, as may appear by Copy thereof hereunto Annexed Marked E, for the Inspection of this Hble Court which your Orator prays may be admitted as further parts of this his Bill of Complaint. But your Orator Sheweth that notwithstanding the said Decree granted by this Honble Court upon the Charge and Demand Laid and made in his Bill of Complaint your Orator being by the aforesaid means deprived of his property and Security in the said Vessell and her said Cargo your Orator hath not been able to Recive the same or any part thereof. By all which Actings and doings of the said Alexander Cuthbert your Orator doth find himself injured to the Amount of the

Forum

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aforesaid Decree and therefore brought his action against the
Alexander Cuthbert for the Sum of three Thousand two Hundred
Twenty Six Pagodas four Fanams and Twenty Cash which is
in Sterling Money of Great Britain at the Rate of Eight Shillings
for every Pagoda the Sum of One Thousand two Hundred and
Pounds and Nine Shillings which your Orator prays he may be
Decreed to pay together with Interest from the Date thereof and
Costs of this Suit.—

May it Please this Hon'ble Court to Cause
said Alexander Cuthbert to be Summoned and Required
Sheriff of Fort St. George Town of Madraspatnam and the District
Personally to be and appear before this Hon'ble Court at such
and place to be by this Hon'ble Court prefixed and appointed
then and there to Answer this your Orator's Bill of Complaint
and further to Stand to and abide by such Order and Decree
therein as to this Hon'ble Court shall seem Meet

H.y DuPuis

Atty Compt

A

Know all Men by these Presents that I Mah
Written Mahomed Sahar the Son of Shaik Mahomed D
acknowledge to have taken at Respondentia upon all and
of One Thousand Six Hundred Star Pagodas from and of
Marticas Mackenzie Douglas to Ware on Board of my Bygo
called Lauder Master Now Commander now lying
from this Port of Madras to Mocha & the Rangoon and back again
from the Port of Madras on the following
that

that is to say until the Ultimate of the Month of February and at the Expiration of Twenty one Days after the Safe Arrival of the said Brigantine at the Port of Madras I bind myself to Pay unto the said Joanes Marterus or his Attorney the said above mentioned Sum of One Thousand Six Hundred Pagodas, with the Respondentia Premium thereon at the Rate of Twenty five p.c Cent Amounting to the Sum of Two Thousand Pagodas without any Objection whatsoever and it is also Hereby agreed upon that in case the said Voyage of the said Brigantine shall exceed more than Nine Months I bind myself to Pay Pro rata in proportion for the said time and Respondentia Premium.—

And also I the said abovementioned Mahomed Hakar Do Hereby Acknowledge and own that with my own will and Consent to have Mortgaged unto the said Mr. Joanes the said my Brigantine with all her Cargo now Contained therein and also that shall be put on Board of the said Vessell at Madras or in any other Port whatsoever for and on Account of the Payment and Discharge of the said Respondentia Amount for which Brigantine and the Cargo the said Mr. Joanes Marterus or his Attorny shall have full Power wheresoever to Dis-pose of and pay themselves the said Principal Amount of the Respon-dentia and the Premium due thereon as Contracted as a bove mentioned to all which their Transaction Relative to the said Disposal and Discharging themselves I promise not to raise any Disappointment and Dispute whatsoever.

And also I the said Mahomed Hakar do Hereby agree to and with the said Mr. Joanes Marterus that in case I shall cause the said Vessell either of coming from Rangoon to Madras

alter and Change Her Voyage to any other Port whatsoever then I bond myself unto the said Joannes Martinus Pegue unto Him or His Order the said Principal Sum Amount the Sum of One Thousand Six Hundred Pagodas the said Premium at 25 p Cent at the Rate of four Hundred Pagoda in Silver of Twenty Annamtong in full to the Thousand Ducatts of 20 Silver without any objection what

And it is also Hereby Declare that the above Debt by me unto the said Mr Joannes Martinus am Indebted by my two Respondentia Bond of even Date of the Sum of five Hundred Pagodas unto Him to payable by me at Pegue at the Rate of five Ducatts in of Twenty five Silver unto the Attorney of the said Mr Abrahim under which Respondentia Bond the said Mr Martinus by his Signature became Security conjointly of the Amount of the said Respondentia Bond all I bond myself unto the said Mr Joannes Martinus to said Sum of two Thousand and five Hundred Ducatts said Mr Johannes Martinus or His Attorney and it Agreed upon that indefault of the said Payment of the said Sum of Two Thousand five Hundred Ducatts I bind myself to Pay the said Sum of two Thousand five Ducatts at Madras at the Rate of Twenty five Pagodas Hundred Ducatts dated at Madras July the 23.d 1779

Witnesses
Joaquim da Costa
Narraien

Agreed p.r J. Mahomed Thaker

I Hereby Translate from the Original Armenian Language
Sworn to be a true Translation from
the Letter of the Annexed Original by
Thaddeus Agapeny Calender
this City
Mayor.

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Joannes Marlines of Madras Armenian Merchant maketh Oath and Saith that he this Deponent did on the Twenty third day of July One thousand Seven hundred and Seventy Nine Pay and lend unto Mahomed Thakar the Sum of One thousand and Six hundred Star Pagodas to Run at Respondentia upon the Snow or Brigantine called the Cader Meuran Baux at that time lying in Madras Road and bound for Pegue and back again to Madras according to the Terms and Conditions setforth and Expressed in the Copy of a Respondentia Bond in the Armenian Language which the said Deponent further Saith is a true Copy and that he hath the Original now in his Possession the said Deponent further Saith he hath not Received the said Sum of One thousand and Six hundred Star Pagodas nor any part thereof Directly or indirectly from the said Mahomed Thakar or any other Person or Persons on his Account and that the said Principal Sum of One thousand and Six hundred Star Pagodas together with the Premium and Prorata Conditioned to be paid in the said Mortgage Respondentia Bond do now fully and entirely remain unpaid and are justly and truly Indebted to him as well as all and every the Sum and Sums of Money expressed and Declared to be due and Owing in and by the said Bond — And further the said Deponent saith that the said Snow or Brigantine was not any way Directly or indirectly interested with or employed by the Dutch and was taken from Nagapatam by Admiral Sir Edward Hughes his fleet and that she is now in Madras Roads as a Prize made by the said Admiral —

Thaddeus Agapeery Calendar maketh Oath that the above affidavit is a true Translation of the Writing in the Armenian Language hereunder Written —

Thaddeus Agapeery Calendar

11th August 1781 —

Before me

B. Rocheck
Mayor

True Copy

H. Y. DuPuy
Mg Comptr

(636)

B

# Invoice of Goods taken on Board the Snow called Cauder [illegible]
Nagapatam belonging to Makomed Sakar the Owner thereof [illegible]
Sailed from Pegue with the Passport and Colours of the King of Pegue

| | | | | |
|---|---|---|---|---|
| 10 | Bags of Beryamun weighing | 2 1/2 | Candy | 25. |
| 27 | Do. Achem Rawmuth | 16 1/2 | Arranum | 126. 11. |
| 5 | Do. Columboo Do. | Do. 6 | Do. | 27. 11. |
| 9 | Do. Cochin Cyssier | 3 | Candy | 25. 25. |
| 16 | Do. Cut Raw Nuts | 6 | Do. | 173. |
| 1 | Do. Ajuwan | 1 | Candy | 30. |
| 3 | Do. Galacambre | 3 | Maund | 22. |
| 1 | Do. Sugar | 1 Candy 8 | 1/2 Maund | 1. 6. |
| 3 | Subs of Sugar | 15. | Maund | 21. |
| 18 | Bags of Lancoovas | 3 1/2 | Maund | 10. 22. |
| 1 | Jar Tar | 6 | Candy | 5. 25. |
| 1 | Jar Ing | 1 | | 30. |
| 63 | Empty Gunny Bags | 1 1/2 | Maund | 1. |
| 15 | Do. Matts | Do. | | 30 |
| | | | | 6. |
| | | | | 1. |

## Invoice of Goods taken on Board the said Snow on Freight belonging to Nagore Grace Chitty

| | | | | |
|---|---|---|---|---|
| 116 | Bags of Alum Weighing | 15 | Candy 8 1/2 Maund | 90. |
| 233 | Pieces of Large & Small Tin | 2 | Candy | 20. |
| 4 | Bags of Sandalwood Containing 316 Pieces | 19 | 7 1/2 Maund | 33. |

Pagodas

True Copy

H. G. Duffy

C

Dr

# Mahomed Thahar in Account Current with Mr. Joannes Manturius

Cr

| | | | P. | f. | c. |
|---|---|---|---|---|---|
| 1779 | | | | | |
| July | 23d | To the Amount Principal of your Mortgage Respondentia Bond to me of this date on the Snow Candor Merari Baux from Madras to Pegue and back to Madras | 1600. | . | . |
| 1780 | | | | | |
| April | 28th | To Interest on Dr. @ 25 p Cent till this day | 400. | . | . |
| 1781 | | | | | |
| Janry | 25th | To Brokage on Dr. from the 28th April 1781 to this day is 9m. @ 25 p Cent | 100. | . | . |
| | | | 2100. | . | . |
| Sept. | 9th | To Interest on Dr. from the 25th Janry 1780 to this day 1 Yr. 8 M. @ 25 p Cent | 107. | 32. | 60 |
| | | | 2507. | 32. | 60 |
| April | 28th | To the Amount Principle of Mor Ibrahim's Debt due by you express'd in the said Respondentia to whom I was bound to pay in default of your Discharging At Pegue 2500 Ticalls @ 26 Pags p 100 Ticalls | 650. | . | . |
| 1781 | | | | | |
| Augt | 17th | To Interest on Dr. from 28th April 1780 to this day is 1 Yr. 3 M. 23 D. @ 25 Cent p Annum | 68. | 13. | 60 |
| | | | 718. | 13. | 60 |
| | | Pagodas | 3226. | 4. | 20 |

For Ft. St. George 17th August 1781.

| | | | S |
|---|---|---|---|
| 1781 | | | |
| Augt | 17th | By Ballance due this Day | 3226. 4. 20 |

True Copy
M. DuPuy
Mercht Compt

Errors Excepted
J. Johannes Manturius

Pags 3226. 4. 20

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D

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th Day of August Anno Domini

Present

Benj.n Roebuck Esquire Mayor
James Call and Robert Duncan
Munro Aldermen!

Joannes Martinus
versus
Mahomed Khahar

The Sheriff Returns the Warrant of Seizure & Sale upon the Defendants Effects Endorsed that he has Seized and Seizes of the Goods and Chattels of the within named Mahomed Khahar by the Complainants pointing out a Dyeth named Ramoo Baux which Dyeth he since found to be one of His Majesty Dyers and has been sold for the benefit of the Captures.

A True Extract

James Taylor

Regr

Examd Copy

Hy. DuPuy

Hy. Compt.r

E

Mayor's Court at Madraspatnam

Tuesday the 7th Day of May Anno Domini 1782.

Present

Edward Gavrow Esquire Mayor

Edward John Holland and William Webb Aldermen.

Between Joannes Martinus of Madras Merchant Complainant and Mahomed Thakar owner of the Snow called Caudee Meran Bava now lying in Madras road — Defendant. —

It Appearing by the Records of this Court that the Space of Six Months / the time Limited in his Majesty's Charter / is Elapsed since the Return of the Warrant of Sequestration issued against the Defendant's Effects and that the Defendant has not made any appearance in Court to Answer the Complainant's Bill This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of three Thousand two Hundred and Twenty five Pagodas four fanams and Twenty Cash / Pags. 3226. 4. 20 / together with such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit. —

Test James Taylor

True Copy Regr.

H. J. DuPuy

H. J. Compt.

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No. 1

Know all Men by these Presents that I [illegible]
Mahomed Thahar the Son of Shaik M[illegible]
acknowledge to have taken at Respondentia
sum of One thousand Six Hundred Star Pago[illegible]
Johannes Martinus the Master entering into
Brigantine called Cader Meraan Bound the C[illegible]
goes Joaquim from this Port of Madras to
back again from the Port of the Tuticoreen to the
first Sowing Season that is to say until the 15th
of May and at the Expiration of Twenty One
my Arrival of the said Brigantine at the Port
whereof
and bo
the follo
of Febr
days Af
Myself
said a
with R
free Cus
objection
said Voy
Months
time Re
Thahar
Consent
Brigan
Mast Sh
other Pa
of the sai

to Pay unto the said Johannes Martinus
Governments sum of One Thousand
espondentia Premium thereon at the Rate
Amounting to the Sum Two Thousand Eight
whatsoever and it is also Hereby agreed
age of the said Brigantine shall exceed
I bind myself to pay Prorate in Proportion
pondentia Premium.

And I the said Government
Do hereby acknowledge and own that out
time with all her Cargo now Contained
all be just and Reasonable unto Us Both
and undertaken for and on Account of the Respon
Respondentia Amount for which Brigantine

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said Mr Johannes Martinius or his Attorney shall have full power wheresoever to dispose of and pay themselves the said Principal Amount of the Respondentia and the Premium due thereon in Conformity as above mentioned to all which their Transaction relative to the said Disposal and Discharging themselves I promise not to arise any Disaprovement and Dispute whatsoever.

And it is also I the said Mahomed Ibahar Do Hereby agree to and with the said Mr Johannes Martinius that in case I shall cause the said Vessell Instead of coming from Rungoon to Madras alter and change her Voyage to any other Port whatsoever then I bind myself unto the said Johannes Martinius to Pay at Pegue unto him or his Order the said Principal Respondentia Amount the Sum of One thousand six hundred Pagodas with the said Premium at 25 p Cent at the Rate of five Ticall per Pagoda in Silver of Twenty Amounting in full to the Sum of Eight thousand Ticalls of 20 Silver without any Objection whatsoever.

And it is also hereby Declared that besides the above Debt due by me unto the said Mr Johannes Martinius I also am Indebted by one two Respondentia Bond of one Tenor and Date of the Sum of five hundred Pagodas unto Meer Ibrahim payable by me at Pegue at the Rate of five Ticalls per Pagoda of twenty five Silver unto the Attorney of the said Meer Ibrahim upon which Respondentia Bond the said Mr Johannes Martinius by his Signature became Security in default of the Payment of the Amount of the said Respondentia Bond at Pegue as aforesaid I bind myself unto the said Mr Johannes Martinius to pay him the said Sum of Two thousand

and

and five Hundred Fecalls unto the said Mr Johanna
or his Attorney and it is hereby agreed upon that in
the said Payment at Pegue of the said Sum of Two
Hundred Fecalls as aforesaid I bind myself to Pay the Sum
of two Thousand five Hundred Fecalls at Madras at the
Six Pagodas for one Hundred Fecalls Dated at Madras
23rd 1779

/Signed/ I Mathews

Witness
Joaquim da Costa
Narrain

A True Translation from the Original Annexed &c
for Thaddeus Pa

Sworn to be a true Translation
from the Copy of the Annexed Original
by Thaddeus Agapeny Calendar
12th August 1781

P. Roebuck
Mayor

True Copy
W. Dalrymple
Atty Compt

Johannes Martinus of Madras American Mer-
maketh Oath and Saith that he this Deponent drew the Bill
Day of July One Thousand Seven Hundred and Seventy
bearing date Mathews the Sum of One Thousand
Hundred Star Pagodas Arabian at Thirty two days upon the Hon
Benjamin Watts the Custom House at West Side of
Madras Road and Sworn for Pegue and back again to Madras
accordg

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according to the terms and Conditions Setforth and Expresst in the Copy of a Respondentia Bond in the Armenian Language which the said Deponent further saith is a true Copy and that he hath the Original now in his possession the said Deponent further saith he hath not received the said Sum of One thousand and six hundred Star Pagodas nor any part thereof Directly from the said Makomed Hakar or any other Person or persons on his Account And that the said Principal Sum of one thousand and six hundred Star Pagodas — together with the Premium and Prorata Condditions to be paid in the said Mortgage Respondentia Bond do now fully and — intirely remain unpaid and are justly and truly Indebted to him as well as all and every the Sum and Sums of Money expressed and Declared to be due and owing in and by the said Bond — And further the said Deponent saith that the said Snow or Brigantine was not any way directly or indirectly interested with or employed by the — Dutch and was taken from Nagapatam by Admiral Sir Edward Hughes his fleet And that she is now in Madras Roads as a Prize — made by the said Admiral —

Thaddeus Agapeery Calendar

Thaddeus Aga Peery Calendar
maketh Oath that the above Affidavit
is a true Translation of the Writing in
the Armenian Language hereunder
Written — 11th August 1781 —

P. Roebuck
Mayor

True Copy
Wm Du Pay
Sol. Compt

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№ 2.

Shakoonadien of Vizagapatam Subah

Present at Madras maketh Oath and Saith that he

Snow called Cader Merkam Rauo to be the Propert

Shahar in which said Snow this Deponent was Cap

Cashop or Store Keeper since these Six Months and

from Vemallypatnam under the Charge of Mastan

the Colours and Pasport of Pegue King and Arrived at

where a Cholian Merchant freighted the said Snow

to Negapatam with a Cargo, and accordingly Arrive

-patam where she Landed all her Cargoe and Ship

on Board of her in order to Sail to Madras and this

Helons Men was on Shore with this Deponent Depon

Embark at which time she was taken by the Captain

and sent here to Madaras and further this Deponent

that her Pasports of the King of Pegue was taken by

Admiral from The Purser of the said Snow which on

Mastan Said delivered the Invoice of the Cargo on the Depo

one Sooly Mahomed in order to deliver the same to

Merchants at Madras

The Mark of S Shahoo

his

Capah Abdul Kahud maketh Oath and Saith that

Deponent Saith truly and faithfully Read the Writing in the

Language to Soobragen. —

Sworn to before me this
13th. August 1784 —

P. Roebuck
Major

(645)

Soobrayen Court Interpreter maketh Oath and saith that according as the above Writing was read to him the Writing hereunto Annexed in the English Language is a true Translation.

Soobarayen
Interp.r

Sworn to before me
this 13.th Day of August 1781.-

P. Roebuck
Mayor

The above Affidavit Sworn to before me this 14.th Day of August 1781.-
by Shakoorradeen

P. Roebuck
Mayor

True Copy
Hy DuPuy
Actg Compt.

No 3.-

Mahomed Hasen King of Pegues Dubash but at Present of Madras Inhabitant maketh Oath saith that he doth know the Snow called the Cadar Meerham Saue to be the Property of Mahomed Thahar and that she used to trade from Surce To Pegue under the Colours and Passport granted by the King of Pegue to the Owner of the said Snow by the means of this Deponent, with which Colours and Passport she sailed from Pegue to Madras and this Deponent was Informed the said Snow was taken by the Admiral at Nagapatan and Sent here to Madras.

Cajee Abdul Wahed maketh Oath and saith that he the said Deponent did truly and faithfully read the above Writing in the Persian Language to Soobrayen.-

Sworn to before Me
this 13.th Day of August 1781.-

P. Roebuck
Mayor

Soobrayen

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Soobrayen Court Interpreter maketh Oath that every
above Writing was Read to Him, the Writing thereto annex
English Language is a true Translation —

Sworn to before me this
13th Day of August 1781 —

P. Roebuck
Mayor

Soobrayen
Interpr.

True Copy

W. Dupuis
Asst Compt.

No. 11 —

Sooly Mahomed of Nagore Inhabitant of
Madras maketh Oath and Saith that he knows the
called Cadar Nuraban Bauc to be the Property of
Thaher who is an Inhabitant of Nagore and that
Her Voyage from Suria To Pegue under the Colours and Passport
King of Pegue, and under no other Colours and Passport and
while she was coming from Pegue to Madras on account
Winds she put in at Veonally pattam where the Cadir he
in order to Refit the same and from thence went to Coro
Charge of this Deponents Son named Mastan Saib who
Freighted by Chekah Merchant and accordingly Arrived
Nagapatam where her Cargo was Landed and other peop
on board of her and while she was preparing to Sail for
was taken by the English Admiral and sent Her to Mad
said English Admiral took the passport of King of Pegue from he

Sworn

Purser of the said Snow and Landed him on Shore at Nagapatam this Deponent further saith his Son Mastan Saib Delivered an Invoice of the Cargoe unto this Deponent in order to be Delivered to Joannes Martinus this Deponent further knows that the owner of the said Snow named Mahomed Thaher usually takes and Borrow Sums of Money from the said Joannes Martinus

A true Translation from the Original in the Malabar Language which I have faithfully read and Interpreted to the Deponent —

Soobaroyaar
Interpr.

Sworn to before me this 10th
Day of August 1781.

B. Roebuck
Mayor

True Copy
Hy DuPuy

N. 5.

Sangara Sabbe of Madras Merchant maketh Oath and Saith that he doth know the Snow called Coulder Maraker Baux to be to the Property of Mahomed Thahar who is an Inhabitant of Nagore and that he this Deponent hath been informed that the Colours and Passport of the said Snow were given by the King of Pegue that two years ago the said Snow Sailed for Pegue and that the said Owner then Borrowed of Joannes Martinus some Money, but does not know to what Amount and that he knows that the said Snow Arrived at Pegue and on her Return to Madras, on Account of the Contrary Wind she put in Vemallypatam and from thence to Coruett where he freighted the said Snow to a Cholcan Merchant for Nagapatam and she accordingly arrived at Nagapatam from thence was preparing to Sail to Madras where she was Seized

by

(648)

by the English Ships. —

A true translation from the Original in the Malabar Language w
faithfully read and Interpreted to the Deponent

Sworn to before me this 10.th Day
of August 1781.

P. Roebuck
Mayor

Soobarayan
Interp.

true Copy
M.y Dubois
Mil.y Compt.r

№ 6.

Taher Mahomed of Madras Merch
Oath and Saith that he doth know the Sloop called
Baux to be the Property of Makomed Thaker and
Two Voyages from hence to Pegu under the Colours and
King of Pegue and last year she Sailed from Pegue
to Madras This Deponent further informeth that
Her Cargoe was Mortgaged to Mr. Joannes Master
thereof but he doth not informe to what Amount and
She was taken by the English Admiral at Negapatan
sent here to Madras. —

A true Translation from the Original in the Malabar Langu
have faithfully read and Interpreted to the Deponent

Sworn to
this 10.th Day of August 1781

Soobarayan
Interp.

P. Roebuck
Mayor

True Copy
M.y Dubois
Mil.y Compt.r

№ 7.

Narrain Chitty of Madras Merchant maketh Oath and
saith that he knows the Snow called Cader Meurah Bawa to be
the Property of Mahomed Thahar of Nagore Inhabitant and
that she used to make her Voyage from hence to Pegue under
the Colours and Passport of the Pegue King and this Deponent
was Informed that last year while she was coming from Pegue
to Madras on Account of the Contrary Winds she was Obliged to
put in at Verrallypatnam where she Landed her Cargoe in
order to Sell it and from thence went to Conutt where she was
freighted to a Choliah Merchant for Nagapatam and Accordingly
Arrived at Nagapatam and while she was preparing to Sail
for Madras was taken by the English Admiral and sent here to
Madras and this Deponent further saith that he knows the owner
thereof had taken Money from Coja Joannes Martinus for Respon=
dentia upon the said Snow in which Respondentia Bond this
Deponent did set his Signature as one of the Witness.

A true Translation from the Original in the Malabar Language
which I have faithfully read and Interpreted to the Deponent.

Sworn to before me this
10th Day of August 1781.

B Roebuck
Mayor

Soobaroyan
Interpr.

True Copy
Jhy DuPuy
Actg Compt.

650

Filed 15th April 1783

The Demurrer of Hannah Cuthbert Defendant to the Bill of Complaint of Petrannus Marcar & Madras Armenian Merchant Complainant

This Defendant by Protestation not confessing or Acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint Contained to be true in the Manner and form in which they are therein set forth and Charged doth demur thereto and for Cause of Demurrer Showeth that the said Bill of Complaint doth not contain sufficient matter to call this Defendant in Question before this Honble Court. And for this Defendant doth Demurr thereto and for Cause of Demurrer this Defendant say, that the Scope of the Bill of Complaint of the Complainant appears to be for the Recovery of the Sum of three hundred and Twenty Six Pagodas four Fanams and Seven Pagodas four Fanams and Twenty Cash, being the Returns of a certain Brigantine called the Cawder Meeran Saib the Property of one Mahamud Tahar, and the Cargo thereof which is and are pretended to have been Seized by the Sheriff of Madrass under and by Virtue of a Sequestration against the Goods of the said Mahamud Thahar at the Suit of the said Complainant and that the same were Sold by this Defendant as being a Prize taken by His Majestys Fleet under the Command of the late Sir Edward Hughes, and sent to the Defendant, as also to George Ramsay and Antonio De Souza to be Sold for Account of the Captors the Admiral Captains Officers and Seamen of the said Fleet. This Defendant doth say, that by the Complainants own Showing and

in the Supposition of this Defendant being liable as aforesaid, but in the Supposition of this Defendant being liable as aforesaid, but which he does not admit, to be called before this Honble Court, as being Attorney or Agent for the said Admiral Captains Officers and Seamen of the said Fleet the said George Ramsay and Antonio De Souza as being Joint Attornies or Agents ought also to be named in the Complainants said Bill of Complaint, And this Defendant for further Cause of Demurrer Saith that he is not competent to Decideon the Property in the said Vessell and that he is not accountable and Answerable for the Actings and doings of the said Vice Admiral Sir Edward Hughes in the Premises. And for further Demurrer this Defendant Saith that whether the said Brigantine or Vessel be or be not a Legal Prize, cannot come to be tried before this Honble Court but ought to be tried before a Court of Admiralty having Jurisdiction to Hear try and Determine whether a Ship or Vessel taken on the High Seas be Lawful Prize or not, And this Defendant Humbly Submits that the authority of this Honble Court doth not extend to such Matters. But whether this Honble Court be Competent or not Competent to try Hear and Determine on the Legality of the said Prize, so charged to have been made and taken by the said Sir Edward Hughes, and by his Order Conducted to the said Roads of Madras, to be Sold in manner as Charged by the Complainant in his Bill of Complaint, doth in no wise Concern this Complainant who hath nothing to do in the Premises and ought not therefore to be called before this Honble Court regarding Matters and Affairs by the Complainants own Bill that the said Brigantine was taken by the said Sir Edward

Hughes

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Hughes and therefore the said Sir Edward Hughes and not this
Defendant is, and ought to be the Person to be called in Question
the Premises. And therefore and for other good Cause or Cause
Demurrer in the Bill contained this Defendant doth Demur
Law thereunto and humbly Demands the Judgment of this
Hon^ble Court whether he shall be Compelled to put in a
further or other Answer to the said Bill and humbly pr
to be hence Dismissed with his reasonable Costs in
most Wrongfully sustained.

L. Lofthouse

Atty for Defend^t

Filed 13^th May 1783.

The joinder of Edward
Complainant to the Answer
Alexander Luttrell Esq^r

The said Complainant saith that
Standing any thing in the Demurrer of the said Defe
and set forth to the said Complainants Bill of Comp
ought not to be granted or Relief because the said Com
saith that the said Bill of Complaint and the matt
and things therein mentioned and contained are
sufficient in the Law for him the said Complainant to
action against the Defendant all which are
contained exhibited and set forth in and by the said Bill of Complain

he the said Complainant is ready and willing to aver maintain and
Prove in such manner and form as this Honble Court shall think fit,
and for Joinder unto the said Demurrer the said Complainant saith,
that it was not necessary for him to make the said George Ramsay and
Antonio de Souza parties in the Present Suit commenced against
the said Defendant whether they were or were not joint Attorneys &
Agents for the Admiral, Captains Officers and Seamen of the said
Fleet, but on the Contrary it appears by the said Bill that the said Defend-
-ant is so Charged Solely by reason of his Having Acted Solely and Personally,
and not in Conjunction with the said George Ramsay and Antonio de
Souza. it appearing by the said Bill that upon application being
made to the said Antonio De Souza for the Affidavit, he the said
Complainant had delivered to him of the Property of the said Vessell
and her Cargo, that the Complainant was then informed by him the
said Antonio de Souza that he had not the Management of the Sale
of the said Prize Vessells, and that he had delivered the same/meam-
-ing the said Affidavits / to Mr Alexander Cuthbert who had the
Management thereof, And further in the said Bill, the Complainant
saith that he had afterwards Received the said Affidavits from the
" said Alexander Cuthbert the Defendant, the said Complainant also
" Charges that the said Defendant, as the Sole Person who gave Orders for
" the Sale of the said Vessell, and alone Solely to have received the Amount
" Sale of the said Vessell and Cargo" By Reason of which Separate unas-
-sociate and Sole management, Here the whole Course of the Several
Transactions by the Defendant, whereby the Complainant Saith Charges
and Declares himself to have been injured. The said Complainant

was

was advised that he could not with any Conformity to the Rules of Law make the said George Ramsay and Antonio de Souza Defendants to the said Bill. The said Complainant also knows that this Honble Court will incline to Determine the same upon Motion of from the Complainant, it evidently appearing that the said Cuthbert was the Sole Agent on the Premises, and of course the Person against whom the Complainant can have any Title to The Power of Joint Attorney, even of the said George Ramsay and Antonio de Souza were equally so, with the Defendant, not being considered of Executors, who are by Law expressly Directed to be made Parties to a Suit, a Will being by the Probate declared a Public and Instrument of which any Person may Demand and Peruse and Investigation, and also of a Copy or of course upon the Customary fees of Office. But a power of Attorney Private nature respecting only the Parties named therein, or such Persons against whom either of the Parties may act. But the Complainant is advised that if one or more of the Parties under a Power to Act for Certain Purposes, or generally for which the Constituents Interest may be involved, should take Bribes or themselves to excuse the Powers Disposed to Injure the or under such Powers do any act not justifiable by the Law the Person injured by such a Partial execution of the said Powers may Require on the Law to call the whole of the Persons named such Powers namely because they had all an equal Authority Act and thereby oblige a Person to obtain Redress upon proper unnecessarily Law Process or Justice as it would be if the opposite Party under the receipt of such a Pursuit, could only attend to

involving the innocent with the guilty. By way of further joinder the said Complainant saith that the competency of the Defendant to decide upon the Property of the Vessell and Cargo in question is a Matter to be given in Answer if the Defendant was competent or not will be proved in Answer upon Evidence, as well as the Competency of the Complainants Claim as to the Property of the said Vessel which if the Complainant is able to Prove, in the manner he has charged / the Complainant with submission conceives / will be a sufficient ground for a Decree according to his Prayer in his Bill made, without entering into a discussion of the actings and doings of the said Vice Admiral Sir Edward Hughes, because any Person would be exposed to be deprived of his Property, upon Grounds however unjustifiable, if they could be legalized by Deputation, the Matter of Property rests with the Complainant to establish, it was a question in Dispute Previous to the Sale of the Vessel, and of course the Defendant sold her at his Risk and Peril.

To Joinder to the further part of the Defendants Demurrer which has rather the Complexion and form of a Plea to the Jurisdiction of this Hon^ble Court. The Complainant saith that the Reasons given by the Defendant against the Jurisdiction of this Hon^ble Court to try whether the Brigantine or Vessell in Question for be not a Lawful Prize, because the admiralty Side of this Court of Admiralty, carry with them the most forcible Means to Maintain the Jurisdiction of this Hon^ble Court, on the point now before them, by His Majesty's Charter or their Said Pleas actions or Suits in question are exempted from their Jurisdiction, nor is this Hon^ble Court bound in any

Therefore

Therefore the Reason that there is no Separate Court for the Trial of Prizes taken at Sea, is a Reason why this H shall have that Power and Jurisdiction concurrent w Persons granted and Authorized by Charter.

For all which Matters this Compla that the said Petitioner may be Dismissed with Costs and that this Honble Court will Order and Decree that such further and other Redress in the Premises as to this Court shall Seem Meet

Hy Dundas

Attorney Compt

Extract from Minutes of a Court Held at the Ins on Friday the 20th Day of June Anno Domini 1783

Present

William Webb Esqure Mayor

Sam'l Bell Edward John Holland

Edward Gordon Thomas Coster

Hayley Mascarell Edward Trood

Aldermen

Joannes Mackinen

versus

Alexander Cuthbert

Annexed Bill with Exhibits marked A B C D E

1, 2, 3, 4, 5, 6, 7 Annexed Read.

Demurrer Read
Joinder Read

The Demurrer and Joinder coming on to be
Argued and Determined this Day in the Presence of the Attorneys on both
sides and the Court having had due Consideration thereon as also on the
following Cause of Demurrer made at the Bar by the Attorney for the Defdt.
and "That the Property appears by the Complainants own Bill to be in
"Mahomed Sahar and that therefore the Action ought to have been brought
"in his Name instead of that of the Complainant" as of Opinion that the
Pleas made use of the Defendant in his Demurrer and at the Bar are insuf-
ficient — This Court doth therefore think fit to Order and doth accordingly
Order that the Defendants Demurrer be Hereby ouled with Costs and that the
Defendant be put upon his Answer

A True Extract

Court of Appeals at Madraspatnam } In

Thursday 22nd April Anno
Domini 1784

Between Alexander Cuthbert
Appellant — and Johannes Martirus of
Mass. Armenian Merchant Respondent

This Cause coming on this Day to be Heard and Debated
before this Court by the Attorneys on both sides upon hearing the Petition
of Appeal and Answer and the several Exhibits of the Honble the
Mayor's Court together with the Order of the said Court given on this
Cause on Friday the 20th Day of June Anno Domini 1783 and
upon due Consideration had of the Matters therein severally contained
and of the Pleadings and Arguments on both sides

It is

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This Court doth think fit to Order and Decree and doth hereby Order and Decree that the Order of the Worsh.ble the Mayor dated the 20.th Day of June Anno Domini 1783 do stand and that the Appellants Petition be hence Dismissed with Costs.

Jno Call

Chas. Freeman

This 20.th April 1782

To the Worsh.ble the Mayor
at Madrasapatnam

Humbly Complaining Sheweth unto this Worsh.ble Court your Orator Robert Hosford at Present of Madrasapatnam that Whereas your Orator having some time in the Month of June which was in the year of our Lord One thousand Seven hundred and Eighty one occasion for a Sum of Money at Nagapatnam by the means of his Agents and Correspondents at Madrasapatnam Moses de Castro, Thomas Pelling and John de Fries to Pay unto the Order of the Honourable Merchant for a Bill of Exchange upon the said Gentlemen at Nagapatnam for the Sum of Two hundred Star Pagodas, whereof application to the said Moses Rucker did accordingly agree to give a Bill of Exchange to the said Thomas Pelling and John de Fries for the Payment of the Said Star Pagodas accordingly your Orator Pay'd the said Moses Rucker

Order

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of Exchange to Nagapatam the Place of Residence of
Nagapatam Case Buchanyedoft Did that on the Day
of getting the said Bill Discharges and Leaving the Com
the Bearers thereof were forcibly Deprived thereof by Sun
or Pretends to be in the Service of Hyder Ally now in Pea
English Nation, and the said Bills nor either of them
Been Restored to your Orator or directly or indirectly
are so refused and your Orator Sheweth That the said
Having been lost in the manner aforesaid without your
one on His Account having Received the aforesaid Sum
Pagodas nor any part thereof your Orator did write
to Write to His said Agents and Correspondents at
Castro, Thomas Pelling and John De Frew advising
Matters in Consequence of which the said Pau
days did give Bond the said Moses De Castro Thom
John De Frew a third Bill of Exchange under the
Twenty fourth Day of August in the aforesaid year of
Thousand Seven Hundred and Eighty one Drawn on
Nagapatam Dated Bandanyee Defiat Sum Sterling
Your Orator Sheweth that at or on the same Most Bill was
and Declared in the following Words to Wit Dated
"of the aforesaid Merchants of the Hall of Exchange
"Has informed me that the said three Sets of Exch
"you must Honour Examine and Set and the said
"also the fourth day Register Number and Sight
"and Second Bills of Exchange are not to be paid

"May pay the aforesaid Account upon this Bill, but in case the
"same should have been already paid you must upon sight of this
"Bill of Exchange immediately tear it in Pieces" Copy of a Trans-
lation from a Dutch Translation, under the Seal of the late
Dutch Government of Nagapatam of the Original Hero Bill of
Exchange in the Guzerat Language, is hereunto Annexed, the
Original whereof is ready to be produced when Properly called for, which
said Copy of the said Original Translation your Orator prays may be
Admitted as part of this his Bill of Complaint. And your Orator
Sheweth that immediately upon Receipt of the said Hero Bill of
Exchange your Orator did remit the same to his Agent or Correspond-
ent at Nagapatam, named Ivan Godfrey de Riche free Merchant
there, in order to Procure Acceptance and Payment thereof from the said
Nagapatam Dave Buchunjee dgt Thomas Lefannara D'Haker, who
refused to accept or pay the same, alledging that the first of the said
"Bill of Exchange drawn under the date of the Twenty Second of June
"in the said year, had been Presented Him for Payment which he
"accepted and Signed to that purpose, but that the same had fallen into
"the Hands of the Hamildar of Nagore on behalf of Hyder Ally named
"Andyanarrainapa Ayen, and that Payment of the said Bill had been
"also Demanded by the same Person, but that he had refused doing
"so, saying that if he the said Andy Narrainapa Ayen brought a
"Letter from his Constituent Dave Buchunjee One Dgt by whom
"he might be authorized to Pay the same, to know Andy Narrainapa
"Ayen, it was well, otherwise he would not Do it," and that further for these
Reasons he would not accept and pay the aforesaid Hero Bill, but in
case if his Constituent would expressly authorize him by Letter or
Writing

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Writing / which Your Orator with Submission prays to be
Dawee Buckanjee Cojee Dost the Purport of the said first
Bills of Exchange, has most feariously and expressly with
the said Nagapatam Dawee Buckanjee Cojee Dost Mam
-na D'Haker to do, on the aforesaid Bond Bill of Exchange
and pay it, and at the same time to declare the same first Bill
and void in the Event that the same should any time be
the said Audy Narrainjah Ayew or any other Person
his aforesaid objection to Pay the said first Bill to the
-pa Ayen To Wit, That if he the said Audy Narrainjah
" a Letter from his Constituent Dawee Buckanjee Cojee
" he might be Authorized to Pay the same to him Ayen
" Ayen it was well otherwise he would not do it," And
which he the said Nagapatam Buckanjee Cojee Dost
-na D'Haker had of the Legal effect of the third Bill of
of the last Sentiments of his Constituent Monajeram upon
of the first and Second Bill, and the said Nagapatam
Cojee dost otherwise Lefanniana D'Haker among other
the said third Bill of Exchange, takes your Orator
with an Undertaking he Knew was not in his Power
same being the Cause and Necessity of your Orator
Buckanjee Cojee Dost at Madras for the sum three Bills of
To Wit, That on or your Orator's Agent at Nagapatam he
" Godfrey de Haake could get back the said first Bill from the
" Audy Narrainjah Ayew that the said Nagapatam Dawee
" Cojee dost otherwise Lefanniana D'Haker would then Pay the same
with

" marked the last objection having the 11th Copy already by him
" for the Purpose "

Your Orator further shewth that his said Agent
corresponded at Augsburgh finding the said Objection of the
said Drawer Augustus Van Buchayen Esq. Refused to
Letter and Protest Duly to debay the Payment of the said
Bill of Exchange as Case Provided & Protested Augustus
aforesaid by the first Duly of the Post and Carried thereby without
time of Augustus given on the Sixteenth Day of September
the aforesaid year One thousand seven hundred and Eighty one
Translation of which Bill & Protest remains for the Inspection
of this Honble Court which your Orator prayeth may be taken
as part of this his Bill of Complaint the Original whereof he
is ready to be produced when Lawfully called for

And your Orator further sheweth that he as soon as might be
Procured to Abstract the aforesaid Original Bill of Exchange
the Translation thereof in the Dutch Language & likewise the
aforesaid Protest to his said Agent and Correspondent Henry
De Castro Thomas Kellogg and John De Thuron Esqrs. to
get the same translated and procure Payment of the said Bill
of Exchange and the Interest Cost Charges and Expences
occasioned by the Return thereof to Messrs. from the said Peter
Buchanan Esq. the Post Dividends & Two thousand one Hundred
and forty Eight Pounds and Eight shillings Current Lawful
Money of Messrs making in Sterling Money of Great
Britain at the rate of Eight Shillings for every Pounds
the Sum of Eight hundred and fifty nine Pounds

Ninety

Depending to Arbitration as proposed by your Orator or to give your Orator any manner of Satisfaction touching the Premises which your Orator doth expressly charge they are by the Law bound to do, doth jointly and Severally because your Orator charges that the Reasons for his application for the third Bill of Exchange do sufficiently appear upon the face thereof, And the Reasons given in objection for the Payment thereof, do also shew that the first nor the Second Bill are not either of them Paid according to the Tenor and condition thereof, and shew the objection of the Drawer and Drawee of the said Bills to pay the said third Bill on default of Payment of the said first and Second, And therefore your Orator charges that the said Davee Buckurjee Cojee Dost and Nagapatam Davee Buckurjee Cojee Dost otherwise Lefurnana D'Kaker are jointly and Severally bound to pay unto your Orator the aforesaid Sum of Two Thousand one hundred and forty eight Pagodas and twenty Seven fanams, The said Davee Buckurjee Cojee dost, as having Received the Value of Two Thousand Pagodas, the Amount for which he the Se Signed and Acknowledged to have Received on the first Second and third of the said Bills of Exchange, And the said Nagapatam Davee Buckurjee Cojee Dost otherwise Lefurnana D'Kaker by Vertue of his undertaking to pay the same by the acceptance of the first of the said Bills of Exchange together with Interest from the Day of the Protest of the said third Bill of Exchange, being the Sixteenth Day of September One thousand Seven Hundred and Eighty one, and more Specially as your Orator hath Offered to give to the said Davee Buckurjee Cojee Dost and Nagapatam Davee Buckurjee Cojee Dost otherwise Lefurnana D'Kaker or either of

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of them any orders may they ought deem Necessary upon the whole
them praying the same, & like
such an Act not or any other
shape necessary as the said last Recited
same State they Originally were / save the Exceptions therein
of which having been endorsed otherwise disposed of or made
other Person, whereby a Power is conveyed to Edward and the
Account thereof, but such Power exists only in your Orders or
immediate Order to the End therefore that the said Dave
-unjee Cojee Dyb and Nagapeckam Dave Ruckunjee Cojee
Hormuse Setjurrana D'Hacker may upon their Corporal
full true Direct and perfect Answer make to all and singular
the Matters and things herein before set forth and allege
fully truly and effectually to all Intents and Purposes as
same were hereupon repeated and particularly Interrogated
that they may be Duress to Pay unto your Orator the
Sum of Two thousand one hundred and forty Eight rupees
Twenty Seven farrans together with all such Interest as
is or shall hereafter become due thereon also all Costs of
May it Please the Right Honble Lord
the said Dave Ruckunjee Cojee Dyb and Nagapeckam
Ruckunjee Cojee Dyb otherwise Setjurrana D'Hacker
moved and Injured by the Sheriff of Fort Saint George
& Madrastatam and the Bailiffs thereof Friendly to
appear before this Honble Court at a certain time assigned
to the Eighth Honble Court pursuant thereunto and that
thereupon this your Orator Bill of Complaint and further to hear
and abide by such Order and Decree therein as to this Honble Court
shall

Dr. {Davee Buchunjee Cojee Dos and Nagapatam Buchunjee Cojee dos otherwise Le Jumana D'Haker in Account Current with Robert Hosford} Cr.

| | | | P. | F. | C. | | P. | F. | C. |
|---|---|---|---|---|---|---|---|---|---|
| 1781 | | To Cash paid for 1.2.3. Bills of Exchange upon Nagapatam Buchunjee Cojee dos otherwise Le Jumana D'Haker neither of which were paid and the 3d. came back Protested from Nagapatam under the date of the 13th Day of Sept 1781 as may more fully appear upon reference to the Annexed Bill of Complaint. | 2000 | .. | .. | By Ballance | 2118 | 27 | .. |
| 1782 | | | | | | | | | |
| April 19 | | To Interest on D° from the 13. Sept. 1781 the Day of 7. and 6. at 12 p Cent p Annum | 111 | .. | .. | | | | |
| | | | 2111 | .. | .. | | | | |
| | | To Cash paid for Translating the Dutch Protest and Bill of Exchange | | 8 | 27 | | | | |
| | | | Pagodas 2118 | 27 | .. | | Pagodas 2118 | 27 | .. |

Fort St. George 19th April 1782

E. E. Robt. Hosford

Sworn in Court

Edwd. Cowan
Mayor

Thos. Bullard Mayors Court

Days of Cognizance Ld. Thurlow
Chief Justice Mr. Lemaistre
Mr. Dupuy

Mayor

Mayors Court

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L.S. Van Vlyndregs

Translation of a Gujerat Bill of Exchange
the following Barford to Rajapore
Buckna Hawkeas after former

I have already Drawn a Bill of Exchange upon you for
Pagodas, the Half of which is one Thousand Pagodas and
first mentioned Sum, this Money has been paid me by Mr
Belling and Johan de Fries for this Bill to be Discharged
after Sight to Mr Robert Holford and Not on Mar Pagoda

This Bill was granted on 17837 the fifth
the Moore or upon Certain Friday in the Month
Reckoning being according to the Malabar Style the
Month Avie in this year or According to our Reckon
June 1781

On the upper part of this Bill of Exch
Written that in case Mar Pagodas were not to be pro
-charge the Amount in Bonis Nove Pagodas accordg to
Exchange.

The Second Bill of Exchange is drawn on
day being Tuesday after the new Moon of the Month of
to the Malabar Style the 23 of the Month Avie in the
according to our Reckoning the 3rd July 1781

And as the Owner or Freight of the aforesaid
Bill of Exchange has effected to one and informed me that
Second Bill of Exchange, and that you must therefore Examine
Look into the Books Accounts, entrusted to your day Books and
Ledger, whether the said first and Second Bills of Exchange are
paid, And if not, you must pay the aforesaid Amount upon the
but in case the same should have been already paid you must

Sight

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Sight of this Bill of Exchange immediately tear it in Pieces. —

And alth' this Bill of Exchange is Wrote three times,

I shall only carry the Amount once to Account, and further as this

last Bill is drawn in A. 1837 on Sunday the 8 Day of the full —

Moon in the Month of August, or according to the Malabar Account

the fourteenth of the Month Aweny, in this year, the same being accord-

ing to the 28th August A° 1781. —

In this manner is this Bill of Exchange Written and —

Drawn by Dave Bockiree Haridaas this is just. —

Translation according to the Interpretation of —

Nergalasoodaragan. —

Negapatam the 11th September A° 1781. —

I. I. Haas

Translator

A true Translation from the Dutch Language by me. —

H. DuPuy

Dutch Interpreter

True Copy

H. DuPuy

The word certain which I have underlined in this Translation I do not think by the Sense, to have been so Written in the Original, alth' it is a true Translation of the Word Certain according to the Orthography of some, but rather that it should be Said for Friday, I reserved in the Dutch Translation from the Authority of the Now Sukeseeren to Seekeren. —

H. DuPuy

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# D San Passenger

Upon this day being the 13th September 1781 I Abraham Bronsveld first Clerk of the Police and Justice of this Government, wedth the undermentioned Witnesses to a Souear of this City named Sesumana D'Rake and also who Manages the Affairs of Dava Buckeru Kanidaas and Demanded of Him, at the desire and on the Name of Isaac Godefroy de Hecke free Merchant Sau Payment of certain General Bore Bill of Exchange for the Sum of Star Pagodas drawn under the date of the 9th August last whereupon he Read the Bill of Exchange and produced that the first of the Bill of Exchange drawn under Date of the Twenty Second of June in this year but due Sum for Payment which he accepts and Signs to that Effect that the same had fallen in the Hands of the Nambur Shop on Behalf of the Sabob Hyder Alikan Bahadar named Narrapa Oyen, And that Payment of the said Bill had been Demanded by the same Person, But that he has Upon that that of the Aby Narrapa Oyen brought a Letter from the ent Dava Buckeru Kanidaas by which he ought to pay the same to him Aby Narrapa Oyen, Consent would not do it

And Upon Enquiring Reasons why could not and pay the said Bill, Answer in case of his refusal would expressly authorize him by a Letter or Notary to pay it, and at the same time to Declare the said first Bill Null and Void, in the Event that the same should any time be

Produ

Presents by the said Andy Narrayah Ayen or any other Person - and
further that in case the aforesaid D C De Ricks could get back the said
first Bill from the aforesaid Aby Narrayen Ayen, he the said Lefurnaux
D'Haker would then pay the same without the least objection, having
he Money already By Him for that purpose.

Thus Protesting by my first Clerk against all Consequences
whatsoever, whether proceeding from the said Bill Remaining now
unpaid, or which may hereafter be Occasioned. Thus Holding D.C. De
Ricks entirely free from all Responsibility respecting the same, therefore
said Lefurnaux D'Haker said to my first Clerk and Witnesses that
for his part Carter Protested thereto, expressly Denying there was -
the Smallest Reason for the non Payment of the aforesaid first Bill, and
that he, or his only observed a Cautious and even Dealing, and that he
will & absolutely Determined thereby, that having accepted for Pay-
-ment the aforesaid first Bill, which had fallen in the Hands of the a-
-foresaid Aby Narrayen Ayen, and which he was still possessed of,
that he could not look the Present or Third for Valid and accept the -
same for Payment, without that the first was Cancelled

Thus done and Protested in the Subarb without of
Negapatam on the date beforementioned in the Presence of
Christian Jacobian and Laurens Johannes Hoff Clerk to the Secretary the
Minute of This Presents is duly Signed -

Which I Witness
I. A. Bronswold

A True Translation from the Original in the Dutch Language
by Me

A. DaPrey
Dutch Interpretor

True Copy
A DaPrey
Interpretor

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In the Honble Mayors Court at Madraspa

Fort St. George 29th April 1782.

Between Robert Hobson

and

Dawa Buckanyee Cofa Dofs

Baker Defendant

The Affidavit of the said Robert Hobson

The above named Robert Hobson

and saith that the above named Dawa Buckanyee Cofa dofs alias Hofs

Nagapatam Dawa Buckanyee Cofa dofs alias Hofs

are justly Indebted to him the said Deponent in the

Thousand One Hundred and forty eight Pagodas and

fanams / Pags 2148. 27 / for Principal Interest and

a Protested Bill of Exchange -

April 1782 -

Sworn & before Me

Robt Hobson

Edwd Gardner

Mayor

Filed 2d June 1783.

# The Separate Plea and Answer of Lefumana D'Haker late of Negapatam but at Present of Madras Saucar one of the Defendants to the Bill of Complaint of Robert Rolford of Madras Merchant

The said Defendant by Protestation not Confessing or acknowledging all or any of the Matters or things in and by the said Bill of Complaint Sett forth and Alledged to be true in such manner and forme as the same are therein and thereby alledged for Plea unto the said Bill of Complaint, which seeks Satisfaction for the Sum of Two thousand one hundred and forty eight Pagodas and Twenty Seven fanams, By reason and means of this Defendant having accepted of a Set of Bills of Exchange drawn by Gungadarah Buckergee the Son and Heir of Dawee Buckergee Coffee Doss in favor of the Complainant, and which from the Confusion of the Complainants or some of his People, were taken by some of the People belonging to the Forces of Hyder Ally Cawn, then and now at War with the English and the Carnatick. This Defendant Pleads thereto and for Plea saith, that the said Complainant has no Cause of Action against him this Defendant, first because the said Bills so by him Accepted are not in the Possession of him the said Complainant but are the Hands or Possession of the said Enemy or some one of them and that according to the Rules of War the Right of Property is in the Bill Holder, as he this Defendant is informed and Advised, and that by such Acceptance the said Enemy has such a Special Property as to make him this Defendant responsible for the Payment, and to them, and

no

no one else ought this Defendant to Pay or Account unto
Him the Defendant saith that the Complainant having
said first and Second Bills of Exchange as Aforesd
of no Validity, and a Lost to him by the means of the pre
Capture did by his the Complainants Agents at Ham
another Bill of Exchange from the said Georgetown Com
which had been tendered to him this Defendant for Ac
by him Refused for Special Considerations to this Defe
of Opinion that he is no ways Responsible to the Comp
Reason and means of his having Received a Sum Equ
which he this Defendant Pleads in Abatement of the C
Demand, and to this Defendants Acceptance and
Collateral and Subsequent Act and Deed of the Said
-ant And Humbly Prays the Judgment of this Honble C
he shall be compelled to make any further or other Answ
and such part of the said Bill as is herein and hereby
as aforesaid And this Defendant not waiving his Said
Relying and insisting thereon, to so much of the Complainant
herein before Pleaded &c or to so much thereof as he his
Advice & Material are necessary for him to make and
Answer unto saith that he does not Consider himself
Guarantee Endorser or Indemnifier from him Indebted
threatened in the Sum of Two thousand one hundred
Pagodas and Seventeen Fanams or in any other Sum
whatsoever for this Defendant took that as an Agent or Factor
Georgetown

Gungadrah Buckarjee, he admits that he did accept of two Bills
of Exchange drawn by the said Gungaderah Buckarjee, being a
first and Second Bill of Exchange, for the Sum of Two Thousand
Pagodas under date and Payable in Sixteen days after acceptance
as mentioned and Expressed in the Complainants Bill of Complaint
and which said Bills of Exchange this said Defendant saith, he offered
the time of Acceptance to Pay upon a Discount as prompt Payment
for the Letters days that the said Bills had to Run, which was Refused
by the Person who had the Bills for acceptance this Defendant
saith, that at the time the Bills become due, he had the Money
ready at Hand for to pay and Discharge the said Bills, but to his
great Surprize, they were Tendered for Payment as also the Letters
of Advice and other Instructions by one Sethenarayanapah the
Havildar of Nagore and one of the Head People belonging to Hyder
Ally Cawn then and now at War with the English and the Confe-
derate Cawn then and now at War with the English and the Confe-
derate, which he refused, unless the said
Sethenarayanapah produced an Order from the said Complain-
ant for such Payment, whereupon high Words ensued and the said
Nagore Havildar did thereafter to send the said Bills to his
Master Hyder Ally Cawn, in Order to Procure Payment of the
Gomastah of Gungadarah Buckarjee then in Hider Ally's Camp, and the
said Defendant saith the same was accordingly done and the said
Gomastah as this Defendant has been informed and verily believes was
called to Account for the same, and Obliged to give Credit for the Amount
in his Accounts with Hyder Ally Cawn, that the Defendant saith, is a
fact so well known among the Soucars that it occasioned no small
delay

Delay in their Business The Defendant further saith
Extraordinary Business being Recommended to him
found that these Bills of Exchange had been at the
entreaties of the Complainants Agents at Tanjore an
Enemy had purposely caused one Part for these Bills of
Defendant further says that soon after receiving
Exchange for the same Sum of Two thousand Pagod
by Gungadarah Beckunjee was tendered to the Defe
tance and Payment but which the Defendant refu
having accepted of a first and Second Bill of Exchan
himself responsible as the Acceptor, not then knowing an
what had been transacted in Hyder alleys Camp and
Bills, though the Defendant had been informed that
were carried to Hyder alleys Camp, and as at appear
time of the refusal, that the said Gungadarah Bankar
the said first and Second Bills irrecoverable Ceasing
the third Bill but with declaring to the Court
Defendants acceptance of the first and Second for
him to pay or accept of the third Bill as the Defe
himself clear out the Question, whereby all Responsi
with him the Defendant. - All which matters and
Defendant is ready and willing to verify wherefore
Court shall direct and humbly prays to be dismi
with his reasonable Costs and Charges in the behalf m
fully sustained -

Eliz. Burnaby
Atty Defend

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9th June 1782.

The Separate Answer of Gungaderah Buckurjee of Madras Soucar the Son and Heir of Davie Buckurjee Coja dos late of the same place Soucar or Banker Defendant to the Bill of Complaint of Robert Holford also of the same place Merchant Complainant.

This said Defendant now and all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors, Uncertainties, uncertainties and imperfections in the said Bill of Complaint contained, for Answer thereunto, or unto so much thereof as this Defendant is advised and is Material for him to make Answer unto, and for further Answer this Defendant saith, that he Admits to have Drawn two Bills of Exchange upon his Agent at Negapatam by Name Lacmedas Tauker under the respective dates and for the Specifick Sum of Two thousand Pagodas as set forth and expressed by the Complainant in his Bill of Complaint. This Defendant further admits, that these said two Bills of Exchange were accepted by Lacmedas Tauker one of the Defendants on the day and year as set forth by the Complainant in his Bill of Complaint, And this Defendant for himself further saith, that at the time of such Acceptance, the said Lacmedas Tauker did offer to Discount the said two Thousand Pagodas for the Usance Days they had to Run, before they became due, which was refused by the Bill holder, This Defendant for himself further saith, that he has been

informed, that the said two Bills were Sent Letters of Advice by some of the Enemy belonging to Hyder Ally, the said Letters of Advice having been sent by the Complainants Servant by Sea over a Catamaran or Boat, or some such Vessel there Captured and taken from the Complainants Servant. Defendant further saith, that the Enemy Seeing that upon the said Bills of Exchange and Letters of Advice, they had not did tender such Bills and Letters and Demanded Payment the said Lawrence Tucker the Acceptor, who refused to pay the ward of the Complainants Order for that purpose, whereupon Defendant saith, the said Enemy did threaten the said Lawrence with Hyder Allys Displeasure, and of his the said Hyder Ally himself by carrying the Amount of the said Bills to the Defendant kept a Banking House on the Pitzuore Coast for the same Purpose in the Camp of the said Hyder Ally Contrary to which Defendant saith, that such Persons who Bills and Letters and Remittes the same to Hyder Ally from the best Information this Defendant can get from Persons has been carried to this Defendants Account without any for this Defendant further Answering saith, he drew the said Exchange through the Instrument of the Said Lawrence Tucker Esqr. Before Expiration of the aforesaid Bills of Exchange for the Sum of Pagodas as in the said Bills of Exchange is mentioned and Expressed which Bills of Exchange this Defendant at the time of drawing the same Believed would be duly honoured and Answered the Sum of Pagodas by the Said Lawrence Tucker Esqr. and drew the same this Defendant saith he was induced to

have thrown away or otherwise Destroyed as an article of no Value as it never Entered into the imagination of this Defendant, that the Enemy could have the least design by intercepting the said two Bills of Exchange and Letters of Advice with some Directions from the Complainant to his People, how to proceed on the Receipt of the Money, as Defendant further saith, that the third Bill was drawn and Endorsed as aforesaid and the same has been Presented for acceptance and payment to the said Agent the said Sacredat Saukar at Negapatam, whom, as he informed this Defendant, has refused the Acceptance and Payment by reason and means of the two Bills of Exchange he has before accepted and afterwards in the Hands of the Enemy, Whereof the said third Bill, has been Protested in manner and form and according to the Custom of the People residing at Negapatam the said Sacredat Saukar informing this Defendant of the several Circumstances relative to the sending the said Two Bills of Exchange to Hyder Alley's Camp, and there staying there to his the said Accounts and this information has been confirmed by a Number of Persons who know of this Circumstance, under all these Special Circumstances of the Case this Defendant does not deem himself Liable with the Complainant in the Principal Sum of Ten thousand Pagodas because in the first place the Right of Property was lost from the Complainant as the Original Bill holder, whose Business it was to have Secured the said Bills either by insuring them or by sending

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an Express Assignat by Land for the Sending of them to
his Defendant is Suppose never could Surmise the Enemy
Enemy in the Enemy. The Property follows the Bill wherever
Soever may come, and as these Bills were Taken by Com
with the English and the Commodore, a Special Property
Enemy as his Defendant is advised but in which the Pro
Humbly Submit to the Determination of this Honble Co
Reasons and more Especially as the last Ryder Alleg in his Exp
Sold the said Two Accepted Bills, and to Transfer and
Sent of this Defendants information has been the Case from
of the said Bills to his this Defendants Account he this
Humbly Submits it to the Consideration of this Honble C
Hardship of the Case if he should be obliged to pay the
Sum of Two thousand Pagodas when the same has been
before Set forth, as no fault Lays on his Compliance or
ery of his Regard to the Left of the said Bills of Exchange
Advice.

All which Matters and things this Defendant
Willing to Aver Maintain and prove as this Honble
Direct and most Humbly prays to be Hence Dismissed
Costs and Charges in this behalf most Wrongfully sustained

Chas Burnett

Atty Defendt

Mayors Court at Madraspatnam } { Tuesday the 30th Day of July Anno Domini 1782

Present

Edward Garrow Esquire Mayor

Edward John Holland and Thomas Cooper Aldermen

Between Robert Holford of Madras Merchant Complainant and Dawee Buckurjee Cossedass and Nagapatnam Dawee Buckurjee Cossedass alias Setjumenah D'Haker of the same place Merchants Defendants

This Cause coming on to be heard and Determined this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with an Account Current Translation of a Bill of Exchange and Protest annexed the Separate Plea and Answer of Setjumenah D'Haker the Separate Answer of Gungaderah Buckurjee On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon this Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Two thousand One hundred and forty eight Pagodas and Twenty Seven fanams / Pagodas 2148. 27 / together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

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Court of Appeals
at
Madrasphatnam

Thursday the 15th April Anno
Domini 1784

Between Seguna Pillay
Negapatam Dubash Brought by Mr. ...
Appellant and Robert Hooper Esqr.

This Cause coming on this Day to be heard and ...
this Court by the Attorneys on both sides upon Entering the Ap...
Petition of Appeal and Answer and the Several Exhibits of the Rec...
Honble the Mayors Court together with the Decree of the said Co...
this Cause on Tuesday the 30th Day of July Anno Domini 1782
due Consideration had of the Matters therein severally Contai...
the Pleadings and Arguments used by the Attorneys on both sid...
Court doth thereupon set it Order and Decree and doth accord...
and Decree that the Decree of the Honble the Mayors Court ...
Day of July Anno Domini 1782 do stand affirmed and ...
Appellants Petition be Entered December with Double Co...
Court —

By the Court
Chas. Trenaro
Clk

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Court of Appeals
in
Madras Sahum

Thursday the 15th June Anno
Domini 1784.

Between Gungaderah Buckuyee
the Son and Heir of Dawee Buckeyee Defee
Dofs late of Madras Soucar or Banker Appel-
-lant, and Robert Hotford Respondent

This Cause coming on this Day to be heard and Debate
before this Court by the Attorneys on both sides upon Hearing the
Hybrid Petition of Appeal and Answer and the Several Exhibits
of the Honble the Mayors Court together with the Decree of the
said Court given in this Cause on Tuesday the 30th Day of July Anno
Domini 1782 and upon due Consideration had of the Matters therein
Contained and of the Pleadings and Arguments used by the Attorneys
on both sides. This Court doth think fit to Order and Decree and
doth accordingly Order and Decree that the Decree of the Honble
the Mayors Court Dated the 30th Day of July Anno Domini
1782 do Stand affirmed and that the Appellants Petition be
hence Dismissed with double Costs in this Court —

Jno
Chs Ireman
Clk

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Filed 26th March 1783 -

To the Honble the
Court at Madraspa

Humbly Complaining Shew

unto this Honble Court, Your Orator Rahad Cordal Ma
Attorney Antonio de Costa of Madraspatnam yeoman
that Tamyamaly Chitty of the same place Inhabitant stand
truly Indebted unto your Orator in the full and just sum
Hundred and Twenty five Pagodas and forty fanams Curre
of Madras, making in Sterling Money of Great Britain
Eight Shillings for every Pagoda the sum of One Hundred
Pounds and nine Shillings or thereabouts as well more fully ap
appear by a Copy of an Account Current, Herewith Annexed p
of this Honble Court, which your Orator prays may be adm
accepted as part and Parcel of this your Orators Bill of Comp
Original of which is in your Orators possession and ready to be p
whenever your Orator shall, by this Honble Court be thereunto
Your Orator further Sheweth unto this Honble Court that
at Neare Dubash to the Commanding Officer Ships, some time past
Delivered unto the said Tamyamaly Chitty the Quantity of the
in the Account Current Herewith Annexed, on Consideration
agreeable to the Custom and usage universally and immemo
observed at Madras, he the said Tamyamaly Chitty did then
and agree to Pay unto your Orator the Sum of five Pagodas
as and for the Custome thereupon usually due thereon. Your Orator
Sheweth unto this Honble Court that the said Tamyamaly Chitty

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a large quantity of Rice upon his hands and being apprehensive of being a great Sufferer by the Sudden Decrease of the Price thereof, he the said Tarrapanaly Chitty, applied unto your Orator, from an Observation of your Orator's abilitys in the Mercantile Line, to Dispose of Seven Hundred Bags of Rice for the best Price that your Orator could obtain and as a Recompence of your Orator's trouble in selling and disposing of the said Rice, he the said Tarrapanaly Chitty, promised and agreed to Pay unto your Orator half the profit that should arise upon such Sale, if the advance upon the Prime Cost should not exceed one Pagoda per Bag, and in case the Advance upon the Prime Cost should exceed that Sum, then and in such case, he the said Tarrapanaly Chitty, agreed, promised and undertook to Pay unto your Orator the Sum of half a Pagoda per Bag. Your Orator further Sheweth unto this Honble Court, that in Consequence of such Agreement and Promise of him, the said Tarrapanaly Chitty, your Orator exerted his utmost endeavours to Serve the said Tarrapanaly Chitty and after much trouble and fatigue your Orator did effectually Serve him, the said Tarrapanaly Chitty, by disposing of the said Seven Hundred Bags of Rice, notwithstanding the lowness of the Price at that time for the Sum of three Pagodas per Bag advance upon the Prime Cost, whereby a Debt accrued unto your Orator from him the said Tarrapanaly Chitty, of the Sum of three Hundred and fifty Pagodas being at the Rate of half a Pagoda per Bag, according to the express Promise and Agreement of him the said Tarrapanaly Chitty. Your Orator further Sheweth unto this Honble Court that your Orator has Receive of and from the said Tarrapanaly Chitty two Drafts or eight Bags of Rice, Amounting to the Sum of Twenty Seven Pagodas and Thirty five Fanams, and that there now Remains due unto your

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Your Orator from the said Tanyanaly Chilly & Co
of Four Hundred and Twenty five Pagodas and Forty fan
said Tanyanally Chilly hath not nor hath any p
Caused to be paid unto your Orator or unto any on
either the whole or any part of the said Sum of Four Hun
Twenty five Pagodas and forty fanams. Your Orator
unto this Honble Court that on the Twenty Second Day of
February in the present year of our Lord One Thousand Seven
Eighty three your Orator executed unto Antonio de Costa of Ma
aforesaid Inhabitant an Assignment of the said Account
the Money thereupon due and owing and which may
Owing thereon, and of all your Orators right and Intirety
same and every part thereof; and your Orator hath ma
and appointed the said Antonio de Costa his Exec
trators and Assigns to be your Orators true and lawful Att
Attornies irrevocable, for your Orators name, and in the
Name of your Orators Heirs, Executors, Administrators and
for the sole and Proper use and Benefit of the said Antonio
his Heirs, Executors Administrators and Assigns to ask, Require
and Receive of the said Tanyanaly Chilly, his Heirs, Ex
strators and Assigns, the Money due and to become due
due on the said Account Current and on non Payment th
the said Tanyanaly Chilly, his Heirs Executors, Administ
Assigns to sue for and Recover the same, and on Payment
discharge and cancel the said Account Current and your
Letters and Testimonies thereof, your Orator allowing and
confirming whatsoever the said Antonio de Costa shall lawfully

The Premises, as will more fully and at Large appear by a Copy of the said assignment hereunto Annexed for the Inspection of this Honble Court, which your Orator prays may be admitted as part of this your Orator's Bill of Complaint, the Original of which is in your Orator's Possession and ready to be produced, whenever your Orator shall, by this Honble Court, be thereunto required. Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested Payment from the said Tanjanaly Chitty of the said Sum of Four Hundred and Twenty five Pagodas and Forty fanams.—

But now so it is May'st Please this Honble Court, that the said Tanjanaly Chitty doth Obstinately and wilfully Refuse to Pay the same, or to give your Orator any manner of Satisfaction touching the Premises. Your Orator therefore prays a General Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience. To the End therefore that the said Tanjanaly Chitty, may upon his Corporal Oath, full, true, Direct and Perfect Answer make, to all and Singular the Matters and things, herein before Set forth and alledged, as fully, truly, Perfectly and Effectually, to all Intents and purposes, as if the same were Here again Repeated and Particularly Interrogated, And that more especially that he, the said Tanjanaly Chitty, may set forth and Discover, whether he ever did, at any and what time or times, purchase and Receive of and from your Orator, as the Head Dubash, Factor or Agent of others, the Quantity of Rice specified in the Account Current hereunto Annexed, or any other and what Quantity? and whether he, the said Tanjanaly Chitty, has or has not Heard of, and is or is not well acquainted with the Usage, immemorially observed Matter of Bazar, any and what Custom

Custom to such Head Renbark, Factor or Agent? And
said Tangavaly Chilly, did or did not at the time
such Rice, or at any other and what time or times
and undertake to Pay unto your Orator, as are for such
the Sum of Five Pagodas per Garce, or any other and
or Sums of Money? And whether he the said Tangavaly
ever did, at any and what time or times, Bespeak and
Seven Hundred Bags of Rice, or any other and what Quan
whether he, the said Tangavaly Chilly, did or did not
of desiring your Orator to sell such Rice, or at any other
time or times, Promise, agree, and undertake to pay unto
as for a Recompence for your Orator's trouble in Buying
Rice, the half of the said Profit that should arise beyond
Profit should not exceed one Pagoda per Bag and be
per Bag, in case the Profit should exceed one Pagoda
or whether he, the said Tangavaly Chilly, made
what Agreement with your Orator? And that he, the
-valy Chilly may set forth and Discover whether
did or did not Dispose of such Rice at any or what
Bag Advance upon the Prime Cost, or at any other
Profit? And whether he, the said Tangavaly Chilly
any or what Sum, at any and what time or times, pay or cause to
your Orator, or unto any and what Person or Persons for
him, any and what Sum or Sums of Money, have and

for Eight Bags of Rice Credited in the Account Current hereunto
Annexed on Account or in Discharge of the Money due and Owing from
him the said Tanyamaly Chitty unto your Orator? And whether there
remains due unto your Orator from him the said Tanyamaly Chitty
a Balance of the Sum of four Hundred and Twenty five Pagodas and
forty fanams or of any other and what Sum or Sums of Money?
And that he the said Tanyamaly Chitty may be Decreed to pay
unto your Orator the said Sum of four Hundred and Twenty five Pagodas
and forty fanams with all Interest that either now is or shall or may
hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the Said
Tanyamaly 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 abide by such Order and Decree therein as
to this Honble Court shall seem Meet.

Thomas Jones
Atty for Compt.

26th March 1783
This Bill was Shewn to me
in the Days of Adjournment let a
Summons issue Returnable
next Court Day —

Wm Webb
Mayor

Dr. Sanyamaly Chitty in Account Current with Ratnal Naick. Cr.

(Ex)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Garce | Marcal | | | | |
| " | To my Custom on Rice for 20½. | 87 3/4 @ 5 Cage | | | " By 2 Drofs of Rice | 27. | 35 " |
| | ½ Garce | | 103. | 28. " | " By Balance | 425. | 10 " |
| | To my Profit for Sold for Retail 700 Bags of Rice | | 350. | " " | | | |
| | | Pagodas | 453. | 28. " | | Pagodas | 453. 28. " |

Fort Saint George

22nd. February 1773.

E E

(Signed) Jn. Antonio D'Costa

(Signed) Ratnal Condul

A true Copy

Thomas Jones

To all People to whom these Presents shall come Greeting

Whereas Sanyasinaly Chitty of Madraspatnam Inhabitant owns by the Balance of an Account Current bearing date the Twenty Second Day of February in the Present year of our Lord One Thousand Seven hundred and Eighty three stands Indebted unto Ratnal Condul Naick of Madraspatnam aforesaid in the Sum of Four Hundred and Twenty five Pagodas and forty fanams as by the said Account Current may appear and Whereas there now remains due to the said Ratnal Condul Naick on the said account Current the Sum of four Hundred and Twenty five Pagodas and forty fanams making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Eighty one Pounds and Nine Shillings or thereabouts Now know ye that the said Ratnal Condul Naick for a Valuable Consideration to him in hand paid by Antonio de Costa of Madraspatnam aforesaid Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof the said Ratnal Condul Naick doth hereby acknowledge he the said Ratnal Condul Naick hath assigned and Setover and by these Presents doth assign and Setover unto the said Antonio De Costa the said Account Current and the Money thereupon due and Owing and which may become due and Owing and all his Right and Interest of in and to the same and every Part thereof and the said Ratnal Condul Naick for the consideration aforesaid hath made Constituted and appointed by these Presents doth make Constitute and Appoint the said Antonio de Costa his Heirs Executors Administrators and Assigns his true and Lawful Attorney or Attorneys irrevocable for him and in his Name and in the Name and Names of his Heirs Executors

Executors Administrators and Assigns but for the Sole
Benefit of the said Antonio De Costa Les Nuis Executors
Assigns to ask require Demand and Receive of the Said
Les heirs Executors Administrators and Assigns the Mon
becorne due on the said Account Current and on non Pay
the said Tanyamaly Chitty Les heirs Executors Adminis
to Sue for and Recover the same and on Payment thereof
Cancel the said Account Current and grve sufficient
therefore and one or more Attorney or Attornies under him
and Aspoint and whatsoever the said Antonio De Costa
or Attornies shall Lawfully do in the Premises the said
Naick doth Hereby allow and aferm and the said Nat
Naick doth Covenant with the said Antonio de Costa
Natral Conduct Naick hath not Receives nor will
Money due or to become due on the said Account
part thereof neither shall or will Release or Discharge
any part thereof but will own and allow of all Lawful
the Recovery thereof the said Antonio de Costa hereby
Conduct Naick harmless of and from any Costs that may
thereby Inr Without whereof the said Natral Conduct
set and affixed his Name in Madras this
Second day of September in the year of our Lord One thousand
and Eighty three.

Signed Sealed and Delivered
where no Stamps Paper is to be had
in the Presence of
Somayapoola Venkatanarrapah
Mambalaure Comat Mapiah

Natral Cond

True Copy

Thomas Irvine
Sec[illegible] for Compt

Filed 5th May 1763.

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The Answer of Tamaamale Chetty of Madrasspatnam Inhabitant Defendant to the Bill of Complaint of Ratnal Comare Naick by his Attorney Antonio Daboste of Madras Patnam 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 Incertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer unto or unto so much thereof as he is advised doth Materially concern him to make Answer unto he this Defendant Answereth and Saith that he doth not know nor ever heard that the Complainant acts as Head Dubash to any Commander or Commanders of Rice Ships before he saw such Assertion in a Copy of the said Bill of Complaint And further that this Defendant never knew the Complainants Person before he saw him in Company with one Anthony Frederick Frank of Madras Inhabitant who in the latter end of January now last past acted as Agent to one Marcellino Jaques Ramadhuke of Calcutta Inhabitant who lodged also with the said Anthony Frederick Frank and that his so seeing the said Complainant was not before the said Anthony Frederick Frank had sold to Samuel Foulkback of Madras Merchant this Defendants Master Quantity of Rice the Property of the said Marcellino Jaques Ramadhuke and Received part of the Money in Payment And this Defendant further saith that he was Present when the said Samuel Foulkback and the said Anthony

Frederick

Frederick Frank if any Debash was concerned in or about the
purchase of Him and that the said Anthony Frederick
for Answer that neither he the said Anthony Frederick
said Ramathek had any Debash Concerns in or about the
and Ready to be Delivered to the said Samuel Trowbridge

This Defendant further Answering to the
galories in the Complainants said Bill of Complaint Con
that the whole Bill of Complaint is untrue And that he
never was nor is he at this present time Indebted
ant either in the Sum of One Hundred and Three Rupees
eight Fanams or three Hundred and Fifty Rupees
Balance of Four Hundred and Twenty five Rupees and
fanams as Setforth in a Pretended Account Annexed to
Complainants said Bill of Complaint or in any other Sum
Money whatsoever neither did this Defendant ever Pay
or His Attorney any Sum or Sums of Money whatsoever
Him Conduct Nauck or to His Order Agent or Servant
of Mice or His this Defendants own Account as Setforth
Current but this Defendant was Present when the Com
Trowbridge Debtor to the said Complainant and there
at a Seance Hayward brought by Him Defendant fanams
or Pounds Sterling consisting of four Bags each which
Weighed Three Seers and odd Chittys And this Defendant saith
that there are Remains due to the said Samuel Trowbridge
eight Rupees Forty fanams and Sixty Cash for eight Bags

Rice that were deliverd to the said Consul Mack the Complainant being part of the said Marcellino Jaques Ramathates late Rice so purchased by the said Samuel Troutback as aforesaid But this Defendant was no way Concerned in the Purchase of the said Rice or Payment of the Money for the same at any time neither did this Defendant ever Receive or Purchase the Rice mentioned in the Account Current or any part thereof from the Complainant as The Head Dubash Factor or Agent of any other Person.

This Defendant has heard that Debashes have sometimes when Rice has been Sold by them to Black Merchants and Buyers men been allowed a Custom of One fanam in every Pagoda on Account of their Extraordinary trouble in Weighing the Rice mending the Gunnee Bags And Advancing Money to the Seller on Purchasers Account and Deducting two Months Interest for Prompt Payment But not where Europeans have been the Purchasers of Rice And this Defendant never heard nor doth he believe that any Dubash was ever allowed in Madras five Pagodas per Garce as Custom on Sales of Rice.

And this Defendant further Answering saith that he never Promised or undertook to Pay any Money or Custom to the said Complainant at any time or times whatsoever - And this Defendant Further Answering saith that he never at any time had nor was he Owner of Ten Bags of Rice nor did this Defendant ever Desire or request the Complainant or any other Person or Persons to Sell Seven Hundred Bags of Rice for his this Defendants own Proper Account or

any

any other Person or Persons Account whatsoever neither Do
and ever Promise or undertake to allow or Procure the C
a Moiety of any Profit arising from any Sale of the
Further Answering saith that he never hears nor doth
that any Merchant or Buyer ever grants the
Sum of three Pagodas Profit on any Bags of Rice
any Importer of Rice During the Present year One
Hundred and Eighty three And this Defendant now
such Agreement nor doth he know or Believe that
plainant Bought or Sold any Rice Save and except
Drops or Draughts of Rice Sold or Paid for
Place belonging to the said Samuel Swanback and the
Rice still Remaining due to the said Samuel Swanback
stored And this Defendant further Answering saith he
had any Dealings with the Complainant ever did he
Complainant any Money at any time or times whatsoe
he ever pay the Complainant any Sum or Sums
or other Merchandize in Lieu of Money on any Acco
And in order to explain as far as this Defendant may
or has been able to Discover the Dealings Rice
Complainant herein before Mentioned which he hath Sworn
this Defendant Upon Oath in this Honble Court the Def
Saith that the said Narrandiny Ingurs Ramachetty
the said Samuel Swanback One Thousand two Hun
Twenty six Bags of Rice as by the Account thereof Sworn

Prayed by this Defendant to be taken as part of this his Answer may
appear the Original of which Account is in the Possession of the said
Samuel Troutback and will in due time be proved to the Satisfaction
of this Honble Court And this Defendant Saith that the said Original
Account the name of M. I Ramathete at the foot thereof Excepting is
the Hand Writing of the said Anthony Frederick Frank who acted
therein as this Defendant hath been informed as Agent to the said
Marcellino Jaques Ramathete, And this Defendant Saith that he hath
been informed that the said Complainant hath at some times pretended
that he was in the Employ of the said Marcellino Jaques Ramathete
and at other times he hath Pretended that he was in the Employ of
the said Anthony Frederick Frank, And this Defendant Saith
that he is Writer unto the said Samuel Troutback but Saith that
the Whole transaction being as above related this Defendant hath not in
any part intermeddled therein save only as Writer to the said Samuel
Troutback not had he as such or in any other Capacity whatever any
Dealings with the Complainant And this Defendant Saith that
the Complainant has bought of the said Samuel Troutback two
Drops or eight Bags of Rice the Value thereof being twenty eight
Pagodas forty fanams and Sixty Cash the said Complainant owes
to the said Samuel Troutback but not to this Defendant he this
Defendant having had no other Concern or Interest in the said
Two Drops save only to Deliver the same on behalf of his said
Master to the said Complainant as Purchaser thereof and in like
manner as he hath done to other Persons who have been Purchasers
of Rice from his said Master And this Defendant Solemnly avers
that

that he hath not any Dealings Concerns or Interest
the said Complainant other than as hereinbefore set forth —

All which Matters and things the Defendt
is ready to aver justify Maintain and prove as this Honble Court
and Direct and humbly prays to be hence Dismissed with
Reasonable Costs and Charges in this behalf most wrongfully
sustained.

Sworn Before me
this Day of May 1783

Mr Samuel Snowback Dr

To 1226 Bags of Rice Weighing 191786 lb
Reckoning to every Garce 9256½ lb is 2½
Garce 87 Marcals 5 Measures @ 180 Mar
Pagodas pr Garce is Pagodas

Received on Part

Balance due Pags

Madras 10th Feby 1783

Contents Errors excepted Pagodas

Errors Excepted

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Filed 10th June 1783.

The Replication of Rahtal Constel Naick by his Attorney Antonio De Costa of Madras Inhabitant Complainant to the Answer of Saryanaly Chetty of the same place Inhabitant Defendant —

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception that may be had or taken to the many Errors, Uncertainties and Manifest Insufficiencies and Imperfections in the Defendants said Answer contained, for Replication thereunto, or unto so much thereof as this Repliant is advised is Material or necessary for him to make — Replication unto, He does reply and say, that his Bill of Complaint and all and Singular the Matters and things therein Contained, are good, true, Certain and Sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby set forth and alledged, and that the said Answer of the said Defendant is very — uncertain, Evasive, and insufficient. And this Repliant further saith, that he, this Repliant, will endeavour to prove Prove to the Satisfaction of this Hon'ble Court that the said Defendant — doth stand justly and truly indebted to this Repliant in the full and just Sum of four Hundred and twenty four Pagodas and forty fanams, notwithstanding what the said Defendant has in his said Answer alledges to the contrary. This Repliant further saith that the Narrative contained by the said Defendant in his said Answer is

is a gross misrepresentation of Facts in some parts and in other
with falsehood and imposition. This Replicant further saith that
Month of December which was in the year of Our Lord One
Seven Hundred and Eighty two, a Mr Maradine Esqr
Arrived here from Calcutta with a Cargo of Course and
at the Recommendation of Mr Frank with whom he then
Ramathick Lodged, he the said Mr Ramathick employed
as his Head Dubash for the Purpose of Disposing of the
managing the Business relative thereto, in consequence of which
Replicant did, as Head Dubash to the said Mr Ramathick
-ance of his Orders, deliver unto Government such part of
as they thought Proper to take, and took masters or samples of
to Distribute amongst the Merchants for the purpose of Sale
which brought many Merchants unto this Replicant to
Same, some of whom offered One Hundred and Eighty Pagodas
purchase Money, and five Pagodas per Candy as Custom
this Replicant, which induced this Replicant to contract with
Merchants for the Sale of the Remaining part of the said
Cargo at that Price, who immediately paid this Replicant the
required. This Replicant further saith that after he had Contracted
with the said Merchants in manner herein before Mentioned
Replicant went to the House of Mr Ramathick to acquaint Mr Ramathick
when Mr Frank informed this Replicant that Mr Frank
Servant had Received the ensuing Rupees for the Purchase
Cargo, which Mr Frank recommended to this Replicant to
to Contract with the Merchants for the same Cargo to one

Several Persons, in Consequence of which the said Mr. Franck carried this Repliant to the said Mr. Troutbacks House, and informed Mr. Troutback that his Servant, meaning the Defendant, had been late in his Application for the Purchase of Mr. Ramathutes' Cargo, as this Repliant had agreed to dispose thereof to some Merchants at One hundred and Eighty Pagodas per Garce, and five Pagodas per Garce Custom or Brokerage, but that if his Servant, meaning the said Defendant, chose to take it that price, he had better speak to this Repliant, as this Repliant could prevail upon the Merchants to release him this Repliant, from his engagements relative to the Sale of the said Cargo upon which the said Defendant said, that the Price was very high and that he could not say any thing to it without first speaking to his Father, but if this Repliant would wait until the next Day, he the said Defendant, would then give a Definitive Answer. This Repliant further saith, that having promised the said Defendant to wait until the next Day for his Answer, he, this Repliant, resisted the foregoing Importunities of the Merchants, who had agreed for the Purchase of the said Cargo, who came to this Repliant to Mr. Franks' House, and in the Presence of Mr. Franck and Ramathute professed this Repliant for the immediate Delivery of the said Cargo, which he Declined giving a positive Answer to until the next Day, but in the mean time desired Messrs Franck and Ramathute to put their Names down in a Memorandum Book, which was accordingly done. This Repliant further saith, that the said Defendant met this Repliants Brother, by name Govindoo Chitty, in the Fort, with whom he, the said Defendant, talked about the said Cargo, and at last desired the said Govindoo Chitty, to send for this Repliant to settle relative to the Purchase of the said Cargo, which the said

Govindoo

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Gwindoo Chitty accordingly did, and the Replicant immediately
to the said Defendant who, on the Presence of several Merchants
to Purchase the Remainder of the said Cargo at One hundred and
Pagodas per Garce and five Pagodas per Garce Custom for the Rice
and paid this Replicant an earnest to bind the Bargain this
Further saith that after concluding the Bargain with the said
Defendant in the manner herein before mentioned he this Rep
sent for Mr. Franck and acquainted him therewith and deliver
the Earnest paid to this Replicant by the said Defendant upon
Franck wrote the said Defendants name on Two Memorandums
and Promised to Deliver the Rice in eight Days this Replicant
saith, that being Prevented for two days together by a very high
delivering the said Cargo to the said Defendant, by the said D
cause to this Replicant upon the Sea Beach and threatned this
-ant in very Severe Terms for not delivering the Rice, which
Mr. Franck and Ravanchick to enquire what was the
who on being made aquainted therewith, asked the said Defen
How he could be so unreasonable as to blame this Replicant for
Delivering the Rice, when he, the said Defendant might
-self see that it was impossible for any Boat to go off the
Replicant Further saith that two days afterwards the said D
sent two Boats to Land the said Cargo, and notwithstanding
Landed that day, was immediately Delivered to the said Def
excepting one Dupt of Rice, consisting of four Bags which the
Replicant received from the said Defendant on Account of this
Replicants Custom or Brokerage, and on the Second Day of
-ing the said Cargo, this Replicant also Received another Dupt
of Rice from the said Defendant on Account of this Replicant

Custom

Custom, when the said Defendant Requested this Repliant not to take his Custom in Rice any more, as he, the said Defendant, had Contracted to deliver five Hundred Bags of Rice unto the Bazar Merchants, which must be delivered in four Days, but that he, the said Defendant, would let this Repliant have what Rice this Repliant wanted upon the final Delivery of the said Cargo. This Repliant further saith that before the whole quantity of Rice could be delivered unto the said Defendant, great Quantitys of Rice arrived in the Roads and a great deal more was expected, in consequence of which the Price of Rice fell Considerably, and the said Defendant was unable to Dispose of his Rice, whereupon he, the said Defendant, in Company with this Repliants Brother, came to this Repliant, and after Representing the great fall in the Price of Rice, his the said Defendants inability to Dispose of what he had Purchased of this Repliant, and the great Loss he, the said Defendant, was likely to sustain, he, the said Defendant, Requested this Repliant to Inducement to this Repliant to undertake the same, he the said Defendant, offered as a Recompence for this Repliants trouble to pay unto this Repliant half the Profit that should arise upon such Sale, if the Advance upon the Prime Costs should not exceed one Pagoda per Bag and in case the Advance upon the Prime Cost should exceed the Sum, then in such case, he, the said Defendant promised to Pay unto this Repliant the Sum of half a Pagoda per Bag, which induced this Repliant to

the

use his utmost endeavours to dispose of the said Rice
Bags of Rice, and by the means of a Number of Corrupt
this Repliant employed for that purpose, this Repliant sold
Hundred and Fifty Bags by which at the rate of Two Hundred
Ten Pagodas per Garce, and the rest by whole sale, the Amount
which Sales was paid daily to the said Defendant by the
Brother, the said Goorindoo Chitty. This Repliant further
that upon a Report of the Appearance of the French
this Coast, the Price of Rice rose Considerably, and the
by the means of his Brother Goornadah, notwithstanding
Assertions to the Contrary, disposed of his Rice there for
the Beach at the Rate of five Pagodas per Bag, which
advance in price induced him, the said Defendant
this Repliant applied unto his Brother the said
for some as the Custom or Brokerage due to this Repliant
to let this Repliant have the Rice, though he the said
had faithfully Promised so to do, as soon as this Repliant
compleated the Delivery of the said Cargo, but made him
said Defendant, perfect Payment, this Repliant on
he, the Defendant, then Promised to Discharge
but this Repliant being unwilling to agree thereto
arose Debate that Repliant and the said Defendant
words, whereupon the said Defendant
[illegible] Answer thereto, alledging
that the said Defendant ought to Pay the Amount of the
Repliant's Brokerage on Custom as the English often
Land

Hundred Bags of Rice sold by this Repliant for the said Defendant, in Rice, which the said Defendant Declared he was unable to do, but that he, the said Defendant, would pay the Amount of the Brokerage and Profit upon the Rice sold in Money, which he, the said Defendant, in the Presence of the said Merchants and Dubashes then faithfully Promised to Discharge. This Repliant further saith, that two Days after the said Defendant had Consented in the Amount of Brokerage and Profit upon Rice sold, he this Repliant, made out his Account in the same manner as is annexed to this Repliants' Bill of Complaint, and sent his Compliy to the said Defendant to Demand Payment of the Amount thereof, which he, the said Defendant, evaded Discharging under such frevolous Pretexts, as plainly indicated his the said Defendants want of Inclination to discharge the same, which compelled this Repliant to apply unto this Honble Court for its aid & assistance to enable him, this Repliant, to Recover a Debt, which he the said Defendant, in Presence of many Creditable Witnesses acknowledged to be due and Promised to Discharge, altho' he, the said Defendant, has had the effrontery to Deny the same and to Disavow all knowledge of and Intercourse with this Repliant. This Repliant further saith, that since his filing his Bill of Complaint in this Honble Court the said Defendant and his Brother Goomadum have made frequent applications to Mr. Franck to induce him to intercede with this Repliant to accommodate this Suit, at one time promising to pay the Brokerage only, at other times the Court Charges and Brokerage, to which this Repliant refused to agree

agree, but insisted upon the Whole of his Demand being Paid
This Replicant further saith in Answer to the aforesaid
Defendant that this Replicant was not the Debtor of nor
by the said Marcellino Jaques Ramanhete, that the same
Distitute of truth, this Replicant having been the Debtor
=ager of the whole of the Concerns of the said Marcellino Jaq
Ramanhete, as will fully and Clearly appear by a Cer
Certificate under the Hand of the said Marcellino Jaques Ra
attesting his approbation of this Replicants Conduct, hereu
for the Inspection of this Honble Court, and Prayes by his
to be accepted and taken as part and Parcell of this
the Original of which is in this Replicants possession
to be Produced, whenever this Replicant shall by this
Court, be thereunto required. And in Regard to any other
thing Setforth or alledged in the said Answer to which this
saith not particularly Replied, he, this Replicant, saith the
is very uncertain, Evasive, and insufficient for him to make
other or further Reply thereto. —

All which Matters and things this Replicant
and willing to aver, maintain and prove as this Honble
Direct and humbly prayes as in and by his said Bill of
he hath already Prayed

Thomas Jones

Solr for Replt

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1st July 1783.

The Rejoinder of Tonjanalu Chetty of Madras Inhabitant to the Replication of Rattinal Condal nauk by his Attorney Antonio De Costa of the same place Inhabitant.

This Defendant now and at all time hereafter saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the many untruths Errors Uncertainties Imperfections in the said Replication contained for Rejoinder there-unto saith, that his Answer to the Replicants Bill of Complaint and all and Singular the Matters and things therein contained are and true Certain and Sufficient in the Law to be Replied unto in such manner and form as the same and every of them are therein set forth and that the said Replication is very false untrue Evasive and Insufficient in the Law and for further Rejoinder to the said Replication this Defendant saith that he still absolutely Denies to be Indebted unto the said Replicant in any Capacity whatsoever either in the Sum of four Hundred and Twenty five Pagodas and forty fanams as is most unjustly set forth and stated in the said Bill of Complaint and the Account thereunto Defendant doth further Deny that the Narrative of Facts Exhibited in his said Answer is a Gross or any Misrepresentation in the whole or in any part thereof or that the same is Replete with either Falsehood or Imposition as aforesaid in the said Replication or that the said Answer is in the Same and Insufficient for the Complainants to make any other or further Reply thereto On the Contrary this Defendant saith that the same is a faithful Account of all Price Dealings and Negotiations between the Defendant and the Replicant and this Defendant saith that the Principal part of the Answer of

this

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this Defendant Herein unconstradicted by the Replicant and
-fore this Defendant Humbly Submits to this Honble Court that the
are in consequence admitted by the Replicant and by way of Re
to the Sundry Matters alledged by the Replicant in his said Repli
This Defendant Saith That the said Maradlins Jagun Nanabhai
the Recommendation of the said Anthony Frederick Frank
the Replicants as his Head Dubash for the purpose of Disposing of
tea in question amongst the Native tea Merchants to whom the
Defendant was at that time a Stranger But this Defendant
hopes To Prove that no Person was Concerned as Dubash to
Anthony Frederick Franck so Sold the tea and made Satisfa
for the same to and with the said Samuel Troutback nor was
Sole Purchaser of the same nor was any mention made
Custom to be received by the Dubash But on the Evening
said Samuel Troutback enquired of the said Anthony Frede
Franck at the time and Place he so made an Demand for th
said One thousand two Hundred and Twenty six Bags of Te
with Him only for and on Account and Behalf of the said
-lins Jagues Nanabhai the owner "Of Which or No any Dubash
" was Concerned or to be Concerned in Demanding Custom
" other Charges attending the Same" And that he the said
Troutback Neither for Demand from the said Anthony Frede
Frank "Or Either the said Maradlins Jagun Nanabhai
" the Interpreter and Clerks nor the said Anthony Frederick Fra
" the Seller Salary Dubash Consignee or that there were no
" other Charges or Demands Whatever Samuel Troutback the
Curator

"Purchaser than One Hundred and Eighty Pagodas p Garce of
" Nine Thousand two Hundred fifty Six and one half Pounds weight
" each - The Money to be paid and Received as soon as the Rice was
" Weighed and Delivered" And this Defendant further saith that at the
time the said Anthony Frederick Franck so received the Money
Amounting to the full Sum of Nineteen hundred and Twenty nine
Pagodas Nineteen fanams and Sixty Seven Cash as per Account and
Receipt annexed to this Defendants Answer from the said Samuel -
Troutback no other Charge Expence Custom or Brokerage was demand-
ed asked for or Even mentioned, But that the said Receipt so Wrote by
the said Anthony Frederick Franck and so Signed by the said Marcellino
Jacques Ramathete the Importer and Owner of the of the said Rice is -
Wrote in Words" thus "Madras 10.th Feby 1783 Contents Received in full on
"all Demands p me M. J. Ramathete" - And further that no other
Persons name save and except the said Samuel Troutback is Di-
or is Wrote or inserted in the said Bill or Account as purchaser of
the said Rice And this Defendant saith that the real State of the -
Case was that the said Anthony Frederick Franck had prior to any
such said Pretended Sale made by the Repliant to the said Merchants
offered unknown to the Complainant the Rice to the said Samuel
Troutback for Sale and they two mutually Agreed that the said -
Samuel Troutback should have that Day to Consider of the bargain
and in case he thought proper to Purchase the Rice at one Hundred
and Eighty Pagodas per Gara to send his Servant to acquaint
the said Anthony Frederick Franck's House which was accordingly
done and is a plain proof this Defendant humbly Conceives that
the Complainant knew nothing about the Sale and was not privy

or

or Present when the Contract about the said Rice was made between the said Anthony Frederick Frank and Samuel Troutbeck Ans the Defendant saith that as to the Replicants Objections respecting the said Anthony Frederick Frank and Marcellino Jacques Ramathelis putting the Names of the said Native Merchants as fictitious Purchasers of the said Rice from the said Replicant down in a Memorandum Book at the Request of the said Replicant this Defendant Humbly Apprehends the same are no way Material to the Matter in Question in this Cause But this Defendant absolutely Denies Having had any Correspondence with or Knowledge of Govindoo Chitty whom the Replicant calls his Broker or Having ever Swore of him before nor did he ever talk with Govindoo Chitty about Rice Sales or Purchases at any time nor did this Defendant ever Swear notwithstanding his enquiries to that purpose made among the Rice dealers of any Rice Bubark Having a Rice Broker in Madras Ans this Defendant absolutely Denies that he ever agreed To Purchase the Remainder of the said Cargoe of Rice or any other Rice whatsoever But it is true that by Order of the said Samuel Troutbeck which Order was given in the Presence of the said Anthony Frederick Frank this Defendant gave the said Anthony Frederick Frank Earnest for the Rice so Sold and Agreed for as aforesaid and the whole Transaction was done in the House of the said Samuel Troutbeck but this Defendant absolutely Denies having made any Promises Relative to Custom or any other Allowance with the Replicant then or at any other time and the Replicant after that he sent for Anthony Frederick Frank to receive the Earnest which

which the Replicant pretends to have so received from this Defendant is not true as the said Anthony Frederick Frank was there and at the time of receiving the Earnest in the House of the said Samuel Troutback and the only Person except this Defendant who was then present - and this Defendant saith there was not any Memorandum Book - produced and therefore this Defendant doth not believe that his this Defendants name was so entered as a Purchaser by the said Anthony Frederick Frank And by way of Rejoinder to the - Repliants further Assertions this Defendant saith that the Repliant bought with ready Money several Draughts or Drops of Rice as they were weighing at the Sea Beach or Bankshall and the said Two Drops of Rice as stated in this Defendants Answer were the only two which were not paid for by the Repliant on the Delivery thereof But he never heard at that time of the Repliants asking for Demanding or Claiming any Rice or Drops of Rice on Account or in part of his Custom or Brokerage neither did this Defendant then or at any time ever Promise or engage to sell the Repliant or let him have any Rice without Depositing the Money the same as other - purchasers on Receipt and Weighing there and at that time did do: save and except the said two Drops as aforesaid and for which the Repliant Promised payment to the said Samuel Troutback on the same Evening.- And in Rejoinder to the Repliants assertion that this Defendant had Contracted to deliver five Hundred Bags of Rice to the Bazar Merchants to be Delivered in four Days and that he the Repliant sold Seven Hundred Bags of Rice which were Delivered and that the Cause of his the Repliants being

being applied to sell the Seven Hundred Bags was Carry'd to
Quantities of Rice arriving at Madras and the great Loss that was
likely to be Sustained on that Account this Defendant saith he
totally unacquainted thereof And this Defendant denies that the
Hundred Bags were Sold by the said Applicant in any Shop
Store or Ferries whatsoever either upon this Defendant Account
for any other Person or Persons whatsoever neither Did he the
Samuel Trowbach any Cause or Reasone to expect a Decrease
of Price in Rice nor Had any Decrease of Rice arose in Madras
this Defendant saith he never Received either the Money
from the Sale of three Hundred and fifty Bags of Rice or any
Number of Bags from Governor Chitty or any other person
Broker said to belong to the Applicant nor were any such
People Entrusted to Sell or Receive any Rice or the Amount
Sold by whole Sale or Retail save and Except the Sum
for or Promised to be Paid for by the Applicant which in the whole
doth not Amount to Twenty Bags of Rice And this Defendant
saith that it doth not appear even by the Certificate Annexed to the
Replication that the Complainant was ever a Dubash employed by the
said Marcellino Jacques Ramachuk but that on the Contrary On
Natral Ragunath Lower Town as a Dubash And this Defendant
that no Dubash ever Received the Coordant Sum per per Cent
Custom on purchases and Sales But that Sum as Consented to
chases, or finding Cautions to pay their Employers Gratuity Bags
Large Sums of Money or Effects Security for the Prompt Payment
of the Money or Amount of the Goods so Sold when Delivered by the

Masters

Masters or Employers to Native Merchants and Dealers This Defendant
Saith that it is not true that part of the said Rice was sold at five
Pagodas per Bag by this Defendants Brother Goornada Chitty or by
any other Person whomsoever This Defendant Saith it is not true that
this Defendant and his Brother Gurnadam since the filing of his
Bill have made frequent or any Applications to the said Anthony
Frederick Frank to induce him to intercede with the Kyliant to
accommodate this Suit as one amicably to pay the
only at other times the Court Charges and Brokerage nor hath any
other Person made any application or Proposals about any such
Matters but it is true that the said Samuel Troutback this Defendants
Master fearing that this Defendant had been sued Wrongfully and
unjustifiably in this Honble Court by the Kyliant Natival Condul Naick
and that the said Natival Condul Naick had been a Servant or Second
Dubash to the said Anthony Frederick Frank under Chuney Samboo
Naick at the time he kept a Public Shop in Fort St. George the said
Samuel Troutback sent for Anthony Frederick Frank to know
what Sort of Person the said Natival Condul Naick was as he had
never heard of his Name before or any other Dubashes name being
mentioned at the time he the said Samuel Troutback purchased the
said Rice mentioned in this Cause by means of the said Anthony
Frederick Frank and to know who Wrote the Receipt for the said
Rice and whether he the said Anthony Frederick Frank did not
sell the said Rice to him the said Samuel Troutback only And
further whether he the said Anthony Frederick Frank did not
receive the full Amount of the said Rice to Wit three thousand

Seven

Seven Hundred and Twenty Nine Pagodas Nineteen Fanams and Sixty
Seven Cash from Hum Samuel Troutbeck to and for the use of
Marcellino Jacques Ramanaden the late owner Importer and Sellr
thereof To Which Several Questions the said Anthony Frederick
Frank replies that he Samuel Troutbeck purchased the afore
Thousand two Hundred and Twenty Six Bags of Rice of him as fully
appeared by the Bill of Parcells which was Made by him Anthony
Frederick Frank and Signed by Marcellino Jacques Ramanaden the
Owner and Importer to whom the said Anthony Frederick Frank paid
the whole purchase Money which Money the said Anthony Frederick
Frank had Received from the said Samuel Troutbeck and no
Dubash was Concerned at the time Anthony Frederick Frank so
Bargained for and sold the said Rice to him the said Samuel Troutbeck
but that the said Marcellino Jaques Ramanaden employed Ranganah
a Dubash to buy some Sheep Provisions and also Goods for the Bangal
Market whereupon the said Samuel Troutbeck said that it was a
duty incumbent on the said Anthony Frederick Frank to set
Matters to Rights and to prevent so much Money from being Spent in Law
Charges if possible whereupon the said Anthony Frederick Frank applied
to an European Friend of his and acquainted him that he had unfortunately
brought himself into a Scrape and a Dispute and after relating the Af
Recital Matters desired to know of his said European friend wether or not he
in Standing an Arbitrator in settling these Matters in Dispute to which
the said European Answered that he could not know Rational Credit Such he
Complainant in this Cause name that that he should have no Objection
to Stand as an Arbitrator if required by the Parties themselves that were

concerned

Concerned in the Dispute none of whom had ever mentioned or hinted any such Request at any time before to him the said European And this Defendant lastly saith that with regard to any other Matters or things set forth or alledged in the said Replication to which this Defendant hath not particularly Rejoined the same are very untrue Evasive and Insufficient in the Law for him this Defendant to make any further or other Rejoinder thereunto

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 answer he hath already prayed.

Dyshan

Attorney for Defendant

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 Madrasapatnam wherein Ratnal Condul Naick by his Attorney Antonio de Costa of Madras Inhabitant is the Complainant, and Tayanally Chetty of the same place Inhabitant is the Defendant

On the Part and behalf of the aforesaid Complainant

Call the Witness 1st 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 and which of them? Set forth

the

The Particulars at large according to the best of your knowledge, Remembrance, and belief, and the truth Declare.—

To Anthony Frederick Frank } 2.nd Do you know, have you Heard, or have informed of any matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Bill of these Interrogatories named? If yea, Do you know one Marcellino Jagues Ramathete and did or did not the said Marcellino Jagues Ramathete Arrive at Madrid at any and what time during the year one Thousand Seven Hundred and Eighty two with a Cargo of Rice, and did the said Marcellino Jagues Ramathete Dispose of such Cargo of Rice himself or did he Employ any other and what Person or Persons to Dispose of such Rice for him? If yea, Did the said Marcellino Jagues Ramathete to Dispose of the said Rice Dispose of the same Cheap and what Person or Persons for any and what Price and are you Acquainted with all or any of the Circumstances attending the Disposal of the said Rice Rice? If yea, Set forth the same fully and at large According to the best of your Knowledge, Remembrance, and belief, and the truth Declare.—

To the same Witness. } 3.rd Are you aware you are well acquainted with the Character and manner of the Hand Writing of the said Marcellino Jagues Ramathete If you Look at the Paper Writing now produced and shewn to you at this the time of your Examination Marked with the Letter X Purporting to be a Certificate under the Hand of the said Marcellino Jagues Ramathete Do or do not all the Body part of the said Paper Writing

of the Proper hand Writing of the said Marcellino Jaques Ramathete and is or is not the Name "Rahval Ranganah" mentioned in the said Certificate intended for and applies to the Complainant in the Title of these Interrogatories named or to any other and what Person? Set forth the Particulars at large according to the best of your Knowledge Remembrance and belief and the truth Declare.

To Cross Exd

1st. Do you Know, Have you Heard or been informed of any matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories named? 2 If yea, are you and was you during the year of our Lord One Thousand Seven Hundred and Eighty two Broker to the Complainant in the Title of these Interrogatories named? 3 If yea, was or was not the said Complainant at any and what time during the year of our Lord One Thousand Seven Hundred and Eighty two Employed as Head Dubash to one Marcellino Jaques Ramathete for the Purpose of Disposing of a Cargo of Rice? 4 If yea, did the said Complainant Dispose of the Rice belonging to the said Marcellino Jaques Ramathete to any and what Person for any and what price, and was you or was you not Present when the Bargain for the Sale of the said Rice was made, and are you or are you not acquainted with all or any of the Circumstances relative to the Disposal of the said Rice? 5 If yea, Set forth the same fully and at large according to the best of your knowledge, Remembrance, and belief, and the Truth Declare.

To

Defendant promise and undertake to abide by such Determinations and perform the Terms thereof? If you Look at the Paper Writing now produced and Shewn to you at this the time of your Examination marked with the Letter B purporting to be an Account Current between the Complainant and Defendant, Is or is not such Account Current made out Conformable to the Determination of the Persons to whom such Dispute was referred, and did or did not the said Defendant undertake and Promise to pay the Amounts thereof? Setforth the Particulars at large According to the best of your knowledge Remembrance and belief and the Truth Declare.

To Lovendoo Chitty and Sandapillai

8th Did or did not the Defendant make any application to the Complainant to make out a Bill for Rice sold and Delivered in any and what particular manner? If yea, Setforth the particulars of such application with the Reasons Assigned therefor, According to the best of your knowledge Remembrance and belief and the Truth Declare.

To Anthony Frederick Frank

9th Were you or were you not Present at or did you or did you not hear of a Dispute upon the Sea Beach between the Complainant and Defendant in the Title of these Interrogatories named Relative to the delivery of some Rice sold by the Complainant to the Defendant? If yea, Setforth the particulars thereof According to the best of your Knowledge, Remembrance, and belief and the Truth Declare.

To Anthony Frederick Frank & Sandapillai

10th Do you know, have you heard, or been informed of any application having been made by the Defendant in the Title of these Interrogatories named to any and what Person or Persons to accommodate the Present Suit between the Complainant and Defendant on any

and

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To Govindoo Chitty and Vardapilla } 5th Did you or did you not as Broker or Concerned in the ...ant in the Title of these Interrogatories name depend... the Landing and delivery of the Rice belonging to the ... Jaques Ramanaick? If yea, was all or only a part of the ... delivered to the Person purchasing the same? If but ... much was delivered, and on what Account and for ... any part and how much Returned, and to whom ... Returned delivered? Set forth the Particulars at Large ... best of your Knowledge Remembrance and Belief as to the

To Govindoo Chitty and Vardapillai } 6th Did or did not the Defendant on the Title ... names at any and what time or times apply and request ... to Dispose of any and what Quantity of Rice for ... -ant, and did he offer the said Complainant any ... for so doing? If Yea, Did or did not the said Complainant ... and afterwards Dispose of by any and what means ... of Rice for any and what Price, and was or was not the ... Set forth the Particulars at Large according to the best of ... Remembrance and Belief and the truth Particu...

To Govindoo Chitty } 7th Was there or was there not a Dispute between the Complainant and Defendant about Cu... and Brokerage charged Complainant or was not such Dispute submitted by both or either ... Decision of any and what Person or Persons and did such ... such Person or Persons if any such Dispute and what ... make any and what Determination and did or did not the ... Complainant

Defendant promise and undertake to abide by such Determination and perform the Terms thereof. 2d yea, Look at the Paper Writing now produced and Shewn to you at this the time of your Examination marked with the Letter B purporting to be an Account Current between the Complainant and Defendant, 2dly is not such Account Current made out Conformable to the Determinations of the Persons to whom such Dispute was referred, and 3dly did not the said Defendant undertake and Promise to pay the Amounts thereof? 2d Setforth the Particulars at large According to the best of your knowledge Remembrance and belief and the Truth Declare.

To Govindoo Chitty and Vardapillai

8th Did or did not the Defendant make any application to the Complainant to make out a Bill for Rice sold and Delivered in any and what particular manner? 2d If yea, Setforth the particulars of such application with the Reasons Assigned Therefor, According to the best of your knowledge Remembrance and belief and the Truth Declare.

To Anthony Frederick Frank

9th Were you or were you not Present at or did you or did you not hear of a Dispute upon the Sea Beach Between the Complainant and Defendant in the Title of these Interrogatories named Relative to the delivery of some Rice Sold by the Complainant to the Defendant? 2d yea, Setforth the particulars thereof According to the best of your Knowledge, Remembrance, and belief and the Truth Declare.

To Anthony Frederick Frank & Vardapillai

10th Do you know, have you heard, or been informed of any application having been made by the Defendant in the Title of these Interrogatories named to any one other Person or Persons to accommodate the Present Suit between the Complainant and Defendant on any

and

are what Terms? If yea, Sefforth the Particulars of such Payment for Accommodation according to the best of your Knowledge Remembrance Belief and the Truth Declare.

To Vencata Sawmy Venkata Ramah Chetty & Narrain

12th Do you Know have you Heard or been informed of any Matter or Thing touching or in any wise Relating to the Matter in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories named? If yea, Did you ever at any time what time offer to Purchase from the Complainant any and what Quantity of Rice at any and what Price, and did you mention any thing at the time of making such Offer about any and what Custom? Sefforth the Particulars at large according to the best of your Knowledge Remembrance and Belief and the Truth Declare

To Singara Naicker & Thalah Singanah

13th Do you Know Have you Heard or been informed any Matter or Thing touching or in any wise Relating to the Matter in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories named? If yea, Have you or have you not been Employed by Employed by the Commanders of Rice Ships or Buksh to dispose of the Cargoes of Rice? If yea, Did you or did you not receive any and what Custom or Brokerage for Care upon the Sales of such Cargoes of Rice, and used or is it not Customary amongst all the Merchants who purchase Rice to Pay such Custom or Brokerage to the Head Buksh who sells the Rice? Sefforth the Particulars at large according to the best of your Knowledge Remembrance & Belief and the Truth Declare

Warren Pillsbury Peabody Moseley and Clendon Reich

11th Do You know have you heard or been informed of any Matter or thing touching or in any wise Relating to the Matters in Question in this Cause between the Complainant and Defendant in the Title of these Interrogatories Named? If yea, was or was not a Dispute between the said Complainant and Defendant Relative to the Profit upon and Brokerage of Rice sold for and to the Defendant submitted by the said Complainant and Defendant to your Arbitrament and Decision? If yea, Did you Determine the same and did the said Complainant and Defendant after such Determination promise and Engage to Conform themselves thereto and abide thereby? If yea, Look at the Paper Writing now produced and Shewn to You at this the time of your Examination marked with the Letter B, purporting to be an Account Current between the said Complainant and Defendant, Is or is not such Paper Writing made out Conformable to your Determination of the Dispute between the said Complainant and Defendant? Set forth the Particulars at large according to the best of your knowledge Remembrance and Belief and the truth Declare.—

Call the Witness

## Last Interrogatory.—

Do you know of any other Matter or thing or have you heard or can you say any thing touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainant in this Cause besides what you have been Interrogated unto? If yea, Declare the same fully and at large as if you had been particularly Interrogated thereon.—

Thomas Jones
Sol for Compt.

(724)

This is to Certify that Rabiat Ragavaik has Served
9 Mo as Dubash faithfully, and Honestly.
Madras 13th July 1783.
M. J. Ravanaikeo

A

This Exhibit Marked A was shewn to Anthony Pollard
Frank at the time of his Examination before me in the part of
the Complainant In a Cause depending in the Hinble the
Mayor's Court at Madraspatnam wherein Rabiat Condel Hack
by his Attorney Antonio de Costa is Complainant and Jayaramly
Chetty is Defendant on the 12th Day of September Anno
Domini 1783.
Rucke Brighton
Exam

D.r Sanguinetty Chetty in Account Current with Robert Conrad Mack & C.o

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| To 4 p.Cty Custom on Rice for 20 3/4 " | | | | By 2 Bags of Rice | | 27 | 35 |
| 87 3/4 @ 5 Pagodas p.r Garce | | 103 | 22 | By Balance | | 125 | 10 |
| To my Profit on Sold for Retail | | | | | | | |
| 700 Bags of Rice | | 350 | - | | | | |
| Pag.r | | 453 | 22 | Pag.r | | 453 | 22 |

Port St George 22.nd February 1783

E.O.E.

p.r D.n Antonio d'Costa

Agents for C. & Co.

363

£ 181.9.-

(435)

(724)

This is to Certify that Rathnal Ragunath has Sworn
well as Dubash faithfully and Honestly.

Madras 13th July 1783

M. J. Rannathsha

A

This Exhibit Marked A was shewn to Anthony French
Frank at the time of his Examination before me on the part of
the Complainant In a Cause depending in the Worlds the
Mayor's Court at Madraspatnam wherein Rathal Ondal Kuck
by his Attorney Antonio de Costa is Complainant and Sangamaly
Chitty is Defendant on the 12th Day of September Anno
Domini 1783.

Ruckh Dyshon

Exam

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B

This Exhibit Marked B was shown to Cumroo Chetty Ellah, Soobaroo, Moodelly, and Sulambee Naick at the Times of their Examination before me on the part of the Complainant Love cause Depending in the Honble the Mayors Court wherein Rahsal Condul Naick by his Attorney Antonio de Cotta is Complt and Tanjamaly Chetty is Dfdt and on the 26th August 82d and 27th November Anno Domini 1783

Richd Dighton
Exam.r

Between Rahsal Condul Naick by his Attorney Antonio de Cotta Complt

and

Tanjamaly Chetty Dfdt

Mayors Court at Madrasspatnam

On the part of the Complainant

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

Anthony Frederick Swartz of Madras Merchant aged 46 years or thereabouth being Produced as a Witness in this Cause on the part of the Complainant on the 12th Day of September 1783 Sworn at the Desire of Mr Hyder Cotton who is Attorney for the Dfdt by Swearing my Interpreter who first Read a Note of the Name Title and Date of Action of the said Dfdt 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

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Complainant Natral Conbal Nauck in this Cause and that he hath so known him Six years or thereabouts - and that he doth know the Defend-ant Tanyamally Chitty in this Cause, and that he hath so known him many years - and more saith not to this Interrogatory. -

To the Second Interrogatory this Deponent saith, that he doth know of the Matter in question in this Cause between the Complainant and Defendant in these Interrogatories named and this Deponent saith that he doth know Marcellino Jagues Ramathete and that the said Marcellino Jagues Ramathete did Arrive at Madras some time in the Month of January in the year of our Lord One thousand Seven Hundred and Eighty two / to the best of this Deponents Recollection / with a Cargo of Rice and the said Marcellino Jagues Ramathete lived with this Deponent during his Stay at Madras, and this Depon-ent saith that the said Marcellino Jagues Ramathete was of a - Weakly Constitution and not able to do his Business himself and this Deponent told the said Marcellino Jagues Ramathete that he would assist him as much as he could but that he could not give up his whole time to it and that he must Employ some Dubash to assist in the Disposal of his Cargoe and this Deponent accordingly recommended the Complainant to the said Marcellino Jagues Ramathete to be Employed as his the said Marcellino Jagues Ramathetes Dubash and this Deponent saith the said Complainant did Dispose of the said Rice belonging to the said Marcellino Jagues Ramathete at the rate of one Hundred and Eighty Pagodas per Garce either to the Defendant or to Mr Troutbeck but which this Deponent doth - not know and this Deponent further saith that he called on

Mr.

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Mr. Troutback and told him that there was a Vessel in the Road belonging to a friend of his who had a Cargo of Rice to Dispose of and he asked the said Mr. Troutback if he would purchase it and if he would give One Hundred and Seventy five Pagodas p. Gara he might have it upon which Mr. Troutback desired to have the Sample of the said Rice and that he would give an Answer the next day and this Deponent Saith that he sent the Master of the said Rice to Mr. Troutback and waited all the next day till five Clock in the Evening (which was the time limitted to conclude the Bargain) for Mr. Troutbacks Answer but his Mr. Troutbacks Servant did not come till near seven o'Clock and in the mean time the Complainant came to this Deponents House and told this Deponent he had Sold said Rice to the Merchants at one Hundred and eighty Pagodas p. Garce and this Deponent went again to Mr. Troutback the next Morning and told him that his Servant had not come at the time limitted and that he had Sold the Rice at one Hundred and Eighty Pagodas p. Garce he would see if he could annul the said Bargain and this Deponent Saith that Mr. Troutback was very Angry with his Servant for not attending at this Deponents the Evening before upon which this Deponent went away and told Mr. Troutback that he would give him till the next Morning to Consider of the Matter and this Deponent saith that he Drew the Complainant to entertain & get the Merchant or Merchants to do of the Bargain which the Complainant did accordingly and this Deponent saith that he spoke till the Morning following

last

but not hearing from Mr. Troutback and as he did not seem willing to purchase the said Rice he this Deponent told the Complainant to let the Merchants keep it upon which the Complainant said he would go to Mr Troutbacks as the Money would be more secure by making a Bargain with Mr Troutback or his People than the Black Merchant and the Complainant went accordingly and soon after sent a Boy to this Deponent and this Deponent went and he found the Complainant and Defendant and some others together and one of them gave this Deponent a string as an Earnest for a Bargain the Complainant had been making about said Rice but whether said Bargain was made with the Defendant or Mr Troutback this Deponent doth not know or doth he know any thing of the Condition of said Bargain but the Complainant desired this Deponent to enter the sale of the said Rice as sold to the Defendant which this Deponent did not do and more saith not to this Interrogatory.

To the third Interrogatory this Deponent saith that he is well acquainted with the Character and manner of Hand Writing of the said Marcellino Jagues Ramakete and on producing and shewing to him at this the time of his Examination the Paper Writing Marked with the Letter [redacted] purporting to be a Certificate under the Hand Writing of the said Marcellino Jagues Ramakete this Deponent saith that the Signature Marcellino Jagues Ramakete affixed to the said Paper Writing is the proper Hand Writing of the said Marcellino Jagues Ramakete and the name Natral Ragunah mentioned in the said Certificate is the Complainant in this Cause and said Paper is intended for and applies to the Complainant

in these Interrogatories names - and more saith not to this Interrogatory.

9th ... To the Ninth Interrogatory this Deponent saith, that he was present when there was a Quarrel at the Sea Beach between the Complainant and Defendant in these Interrogatorys names but what the Particulars of the said Quarrel was this Deponent doth not know - and more saith not to this Interrogatory. -

10th ... To the Tenth Interrogatory this Deponent saith, that the Defendants Brother came to him and Desires to know what the Complainant wanted in this Dispute as his the Defendants family has not been accustomed to go to Law and that it was a Disgrace to his Family that he was ready to make up the Matter for his Brother upon which this Deponent told the Complainant and asked him what the Dispute was and he would endeavour to make it up but the Complainant went away and gave no Answer and this Deponent knows no more of the Matter - and more saith not to this or the last Interrogatory -

Richd. Dighton

Examd.

Sworn Fredk Franck

Mayors Court at Madraspatnam

Between Rahal Comul Nauk By his Attorney Antonio de Costa of Madras Inhabitant Complainant &c

and Tangunny Chitty of the same place Inhabitant Defendant -

On the part of the Complainant -

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

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Coundoo Chetty of Madras Broker ages 30 Years or thereabouts being produced
on the Part on this Cause On the Part of the Complainant was on the 25th Day of August
1783 Sworn at the Office of Mr Stephen Popham who is Attorney for the Defendant
by Interp my Servant who also Left him a Note of the Name Title and
Place of Abode of the said Deponent and afterwards on the same Day being Sworn
and Examined Deposeth as followeth —

To first Interrogatory this Deponent saith, that he doth know the
Complainant Ratnal Condal Saick in this Cause, and that he
hath so known him fifteen years or thereabouts — and that he doth —
know the Defendant Tanjanaly Chetty in this Cause, and that
he hath so known him ten Months or thereabouts — and more saith
not to this Interrogatory —

To the fourth Interrogatory this Deponent saith, that he doth know
of the Matter in Dispute between the Complainant and Defendant in
the Title of these Interrogatories named and this Deponent saith that
he was employed by the Complainant in these Interrogatories name
as a Broker some time during the year of our Lord One thousand
seven Hundred and Eighty two, and this Deponent saith that the
said Complainant was Employed as Head Dubash by one Marcellino
Jagues Ramathite some time during the year of our Lord One thou-
-and Seven Hundred and Eighty two to Dispose of a Cargo of Rice for
the said Marcellino Jagues Ramathite and this Deponent saith that
the said Complainant did Dispose of said Rice belonging to Marcel-
-lino Jagues Ramathite to one Tanjanallah Chetty the Defendant
in these Interrogatories named at the Rate of One Hundred and
Eighty Pagodas p Garce and this Deponent saith that he was —

Present

(732)

Present where the Bargain for the Sale of the said Rice was made and that he is acquainted with all the Circumstances Relative to said Bargain for the Sale of said Rice, and this Deponent Saith that the Complainant Sold and Delivered the Defendant One Thousand and Ten Hundred Bags of Rice at the Rate of One Hundred and eighty Pagodas p Cora and the Defendant was to allow the Complainant for Bags of Corge as Custom, and this Deponent Saith that the Defendant Sold Five Hundred Bags of said Rice out of said One Thousand and Ten Hundred Bags of Rice and this Deponent Saith that the Defendant Desired the Complainant to Sell the Remaining Seven Hundred Bags of said Rice at One Pagoda profit for each Bag and to Divide and Profit equally between the Complainant and Defendant and this Deponent Saith the Complainant Sold Seven Hundred Bags by Retail and to keep the Account and pay the Money to the Defendant and this Deponent Saith that the Complainants Conceptie did Sell part of the Seven Hundred Bags of Rice by Retail and paid the Amount Sales to the Defendant for two or three Days and afterwards the Defendants own People took charge of said Rice and Disposed of it and Received the Amount and the Complainant Two Bags of said Rice in part of his Custom and when the Complainant asked the Defendant to Pay the Ballance of Custom the Defendant said he had nothing to do with it but to mind and let the Defendant Master for the Ballance of Custom and this Deponent saith that the Complainant Conveyance of the Matter to Veerapermall who acknowledged the Same by name Coory Sawmy Sarbakar Moodly Petty Sorrey Sauck inquired into the Matter and Ordered the Defendant to

To Pay the Custom to the Complainant, and at the same time the Complainant desired the Defendant to pay his Share of the Profit on the Seven Hundred Bags of Rice which said Persons Ordered the Defendant to do and the Defendant promised to Pay the Balance of Custom and the Complainants Share of the Profit on the Seven Hundred Bags of Rice and the Complainants People Demanded the Amount two or three times from the Defendant who Promised to Pay it but at Length he Refused to Pay the Complainant and more saith not to this Interrogatory.

5th To the Fifth Interrogatory this Deponent saith, that as Broker to the Complainant he did superintend at the Landing and delivery of the said Rice belonging to the said Marcellin Jagues Ramathee and this Deponent saith the whole of the four Rice so Landed was delivered to the said Purchaser the Defendant to the Amount of One thousand and two Hundred Bags and that the Remainder being Coarse Rice was Detained by Order of the Company and more saith not to this Interrogatory.

6th To the Sixth Interrogatory this Deponent saith that he hath answered to this Interrogatory as far as he knows by his Deposition to the fourth Interrogatory.

7th To the Seventh Interrogatory this Deponent saith, as he has before set forth that the Complainant did complain to Veraperumaul and that the beforenamed Persons did enquire into the Dispute and Ordered the Defendant to pay the Amount of Custom and the Profit on the Seven Hundred Bags of Rice to the Complainant which the Defendant Promised to do and this Deponent saith

that

(734)

that he cannot Speak to the Exhibit Marked B. as he doth not understand English but that the said Exhibit is Signed by the Complainant — and more saith not to this Interrogatory —

8th. ——— To the Eighth Interrogatory this Deponent saith he doth not know any thing of the Matter Enquired and more saith not to this Interrogatory —

To the Last Interrogatory this Deponent saith that the Complainant took a Ruby Ring from the Defendant as Earnest at the time he settled the said Bargain for Rice and Delivered said Ring to Mr Frank — and more saith not to this Interrogatory —

Richd Dighton

Exam.

To the time of Signing this Deponent saith to the Eighth Interrogatory that he doth Recollect that the Defendant Desired the Complainant to make out the Bill for said Rice in his Masters name as the Committee for Inspecting the Rice on the part of the Company would give him a great deal of trouble if it was in his own Name —

Richd Dighton

Exam.

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Mayors Court at Madraspatnam. Between Ratnal Condul Naick by his Attorney Antonio de Costa of Madras Inhabitant Complainant and Tayyamaly Chitty of the same place Inhabitant Defendant. —

On the part of the Complainant. —

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

Vardapillah of Madras Conceptie aged 22 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 1st Day of September 1783 Sworn at the Office of Mr. Stephen Lofthouse then Atorney for the Defendant by Becrassery my Servant who also left him a Note of the of Name Title and Place of Abode of the said Deponent and Examined on the same Day being Sworn Examined Deposeth as follows. —

To the first Interrogatory this Deponent saith that he doth know the Complainant Ratnal Condul Naik in this Cause and that he hath so known Since Sixteen Months or thereabouts — and that he doth know the Defendant Tayyamaly Chitty in this Cause and that he hath so known Since Nine Months or thereabouts — and more saith not to this Interrogatory. —

To the fifth Interrogatory this Deponent saith that he is Conceptie to the Complainant in the Suits of these Interrogatories named and that he ded superintend the Saving and delivery of the Rice belonging to the said Marcellino Jagues Ramanken and that part of said Rice he does was delivered to the Person who purchase the same and that the Horbe Company took part of said Rice to Condo and this Deponent saith

Saith one thousand two hundred and twenty six Bags of said Rice was delivered to the Purchaser and Eight hundred and fifty six Bags of said Rice was delivered to the Company and more saith not to this Interrogatory —

6th . . . . To the Sixth Interrogatory this Deponent saith that the Defendant did apply to the Complainant about the fifteenth or sixteenth of January and desires him the Complainant to dispose of seven hundred Bags of rice and the Defendant promises the Complainant half the Profit arising on the sale of said Rice as a Recompence and that Deponent saith that the said Complainant did undertake to dispose of said Rice for the Defendant on said Conditions and did dispose of Fifty Bags of said Rice thro' the means of Governor Chitty to the Dagger People at the Rate of Two hundred Pagodas p Garce & the Amount Sale of said Rice was paid to the Defendant by Governor Chitty and more saith not to this Interrogatory —

7th . . . . To the Eighth Interrogating this Deponent saith that the Defendant desires the Complainant to make out a Bill for said Rice in his Defendants Name as the said Complainant Master had sold said Rice to Mr Trautbeck and the Reason the Defendant applied for it was that many People were troubling him for Rice and that he could get it easier passes by the Committee who manages the Rice at that time and more saith not to this Interrogatory .

10th . . . . To the tenth Interrogating this Deponent saith that when he was at the Sea Gate the Defendants Brother desires Mr Trautbeck to endeavour to accommodate the Suit between the Complainant and Defendant and the Defendant Brother desires Mr Trautbeck to offer to Pay the Court Charges and the Custom on said Rice at the Rate of four Pagodas p Garce

and

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are the said Mr Frank spoke to the Complainant on the subject and
Offered him the above Terms to which the Complainant replied that he
could not trust the Defendant as he had formerly referred this matter to
Arbitration and the Defendant was Ordered & had agreed to pay the
Custom & the half Profit arising on the sale of said seven Hundred
Bags of Rice but that he had not Performed his Agreement which
Obliged the Complainant to Continue this Suit and more saith
not to this Interrogatory

To the Last Interrogatory this Deponent Saith, that some time in
the beginning of January the Complainant had some Rice belonging
to Maraclino Jaques Ramakist to dispose of and the Defendant
sent to the Complainant by Govindoo Chitty to Offer to buy said
Rice and when the Complainant was coming to the Fort he met
the said Defendant and asked him if he had Spoke to Govindoo
Chitty about purchasing the said Rice and the said Defendant said he
had, upon which the Complainant & Defendant talked the Matter
over and settled the Price of said Rice at one Hundred & Eighty
Pagodas & Face and the Complainant asked the Defendant
what Custom he would give & the Defendant said he would give
the same as others upon which the Complainant said the Defendant
should have the said Rice if he would give five Pagodas & Face Custom
to which the Defendant agreed and gave the Complainant a Diamond
Ring as Earnest but the Complainant refused the Diamond Ring
and took a Ruby Ring and Departed with Mr Frank and more
saith not to this Interrogatory

Richd Dighton

Exam.

738

Mayors Court at Madraspatnam

Between Ratnal Condut Nauck
by his Attorney Antonio de Costa of
Madraj Inhabitant Complain-
ant and Tanyanaly Chitty of
the same place Inhabitant
Defendant

On the part of the Complainant

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

Venkatah Sawmy Naick of Madras Pedaik Age 31 years and upwards being produced as a Witness in this Cause on the part of the Complainant was on the 15.th Day of September 1783. Sworn at the Office of Mr. Stephen Lushington who is Attorney for the Defendant by Examining my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1.st . . . To the first Interrogatory this Deponent saith that he doth know the Complainant Ratnal Condut Nauck in this Cause and that he hath so known him four or five years and that he doth know the Defendant Tanyanaly Chitty in this Cause and that he hath so known him from last year and more saith not to this Interrogatory

11.th . . . To the Eleventh Interrogatory this Deponent saith that about a year past to the best of his Recollection he was present when the Defendant gave a Ring to the Complainant which the Complainant gave to Mr. Franck but that he did not hear the Complainant and Defendant mutter any Prayers and that this Deponent saith that the Complainant told Tanyanaly that he had sold his Tea store Goods and Effects for Pagodas 5 Fanos and Custom and this Deponent saith that he bought one Frask of said Tea from the Complainant and more saith not to this or the last Interrogatory.

Richo Deghton
Exam.r

370

734

Mayors Court at Madraspatnam

Between Ratnal Condal Naick by his Attorney Antonio de Costa of Madraspatnam Inhabitant Complainant and Tarpamaly Chitty of the same place Inhabitant Defendant.

On the Part of the Complainant.

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

Vencatramah Chitty of Madras Shopkeeper aged 50 years or thereabouts being Produced as a Witness in this Cause On the part of the Complainant was on the 3rd Day of September 1783 Signified at the Office of Mr Stephen Popham who is Attorny for the Defendant by Burnasing my Servant who also left him a Note of Same 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 Ratnal Condal Naick in this Cause and that he hath so known him four years or thereabouts and that he doth know the Defendant Tarpamaly Chitty in this Cause and that he hath so known him from the Month of December One Thousand Seven Hundred and Eighty two - and more saith not to this Interrogatory.

11th To the Eleventh Interrogatory this Deponent saith that he doth know of the Matter relating to the Matters in question in this Cause between the Complainant in the Title of these Interrogatories named and the Defendant in the Title of these Interrogatory and this Deponent saith that he was present in the Month of December or thereabouts last past when the Defendant in the Title of these Interrogatories named agreed to purchase of the Complainant in the Title of these Interrogatories named One thousand and two Hundred Bags of Rice at the Rate of one

One Hundred and Eighty Pagodas ℔ Garce and to give the Complainant in
the Title of these Interrogatories named five Pagodas ℔ Garce as Custom or
Brokerage and the Defendant in the Title of these Interrogatories named first
gave the Complainant in the Title of these Interrogatories named a Diamond
Ring as Earnest to bind said Bargain but the Complainant in the Title of
these Interrogatories named did not chuse to take the Diamond Ring and Requested
the Defendant in the Title of these Interrogatories named to give him another
Ring and the Defendant in the Title of these Interrogatories named accord-
ingly gave the Complainant in the Title of these Interrogatories named
a Ruby Ring to bind said Bargain which said Ring the Complain-
ant in the Title of these Interrogatories named gave to Mr Swanck to
keep and this Deponent saith that this all pages in his Presence
and more saith not to this Interrogatory —

To the last Interrogatory this Deponent saith that the Defendant in the
Title of these Interrogatories named sold five hundred Bags of said Rice to the
Buzzar Price and the Price of Rice fell a little at that time upon which
the Defendant in the Title of these Interrogatories named [illegible] desired Govindoo
Chitty to request the Complainant in the Title of these Interrogatories named
to dispose of the remaining seven hundred Bags at one Pagoda profit upon
each Bag and he the Defendant in the Title of these Interrogatories named
would give the Complainant in the Title of these Interrogatories named half
the Profit arising thereon and the Complainant in the Title of these Interro-
-gatories named was willing said Rice and had sold part of said Rice for
the Defendant in the Title of these Interrogatories named and paid the
Defendant in the Title of these Interrogatories named the amount sale
arising thereon when the Defendant in the Title of these Interrogatories named
took the management of the Sale of said Rice again and this Deponent
saith that the Defendant in the Title of these Interrogatories named

sold

Exhibit

told the Complainant in the Title of these Interrogatories named that many People trouble him for Rice and that it was difficult to get it away from the Sea Beach in as the Defendants own Name Therefore He Requested the Complainant in the Title of these Interrogatories named to make out the Receipt for the Amount Sales of the said Rice in his the Defendants Masters name which would save Him the Defendant a great deal of trouble and at the same time he told the Complainant in the Title of these Interrogatories named that he was the Purchaser and that he was answerable for the Payment of said Rice and this Deponent saith that Goorooda Chitty the Defendants Brother came to the Complainant in the Title of these Interrogatories named and desired the Complainant in the Title of these Interrogatories named not to Prosecute this business at Law but to settle the Matter concerning the Custom and Profit and the Complainant told the Defendants Brother that he had nothing to do with him but if he would send the Defendant in the Title of these Interrogatories named he would talk to him and this Deponent saith this passed in Mr. Franks Presence also — and more saith not to this Interrogatory —

Richd Dighton

Exam.

Earnest for said Bargain upon which the Complainant desired the Defendant to take back the Diamond Ring and give him a Ruby Ring which the Defendant did accordingly and the Complainant sent this Deponent for Mr. Frank and this Deponent brought Mr. Frank and this Deponent brought Mr. Frank to Mr. Troutback and the Defendant and Mr. Frank went up Stairs – and more saith not to this Interrogatory. –

To the last Interrogatory this Deponent saith that the Complainant and the Defendants Brother some time after this happened were quarelling together about the Custom of said Bargain at the Sea Gate and the said Defendants Brother said to the Complainant how came you to settle with my Brother he is a young Boy and knows nothing of the Matter and that the Bargain had been settled by Mr. Frank and Mr. Troutback and that there was no occasion to pay any Custom or Brokerage and this Deponent saith that the Complainant and Defendants Brother abused each other – and more saith not to this Interrogatory.

Richd Dighton

Exam.t

At the time of Signing this Deponent saith that he now recollects that the Price of said Rice was to be One Hundred and eighty Pagodas ₰ Garce and the Defendant to allow five Pagodas on each Garce as Custom to the Complainant and more saith not to this Interrog.y

Richd Dighton

Exr

744

Mayors Court at Madras
Patnam

Between Ratnal Comut Taick by his Attorney Antonio de Costa of Madras Inhabitant Complainant and Tanyanaly Chitty of the same place Inhabitant Defendant

On the part of the Complainant

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

Moodookistnah Chitty of Madras Merchant aged 44 years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 15th Day of September 1783 Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by Burmasing my Servant who also left Same 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 Ratnal Comut Taick in this Cause and that he hath so known him ten years or thereabouth and that he doth not know the Defendant Tanyanaly Chitty in this Cause and more saith not to this Interrogatory

12th To the Twelveth Interrogatory this Deponent saith that about the Month of January in the year of our Lord One thousand Seven hundred and eighty three to the best of his Recollection he agreed to purchase Rice from the Complainant at the Rate of One hundred and eighty Pagodas p Garce and to give five Pagodas Custom on each Garce and this Deponent saith that he did give the Complainant One Pagoda Earnest and he thinks there was about one thousand or One thousand five hundred Bags of said Rice and this Deponent saith that the Complainant put him off the Bargain for a few Days but at length told him that his Master did not agree to that Rice and this Deponent saith that the Complainant

has

has not Returned said Pagoda given as Earnest — and more saith not
to this or the last Interrogatory —

Richd Dighton

Exr

Between Ratnal Condel Naick by
Mayors Court at Madraspatnam — his Attorney Antonio de Costa of Madraspatnam
Inhabitant Complainant and Tanyamaly
Chitty of the same place Inhabitant —
Defendant —

On the part of the Complainant —

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

Mootoonan Chitty of Madras Merchant age 35 years or thereabouts —
being produced as a Witness in this Cause On the part of the Complainant was on the
15th Day of September 1783 Signified at the Office of Mr Stephen Sopham who
is Attorney for the Defendant by Burnasing my Servant who also left him a
Note of 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 Ratnal Condel Naick in this Cause and that he hath
so known him Twenty years or thereabouts — and that he doth not know
the Defendant Tanyamaly Chitty in this Cause — and more saith not
to this Interrogatory —

To the twelveth Interrogatory this Deponent Saith, some time in the
Month of January in the year of our Lord One Thousand Seven Hundred
and Eighty three he agreed to purchase of the Complainant a Quantity
of rice but what Quantity this Deponent doth not recollect at the —

rate

Vale of One Hundred and eighty Pagodas ff Garce and to give four Pagodas ff Garce Custome and this Deponent saith that he gave the Complainant Earnest for said Agreement but that the Complainant after a few Days told this Deponent that he had Disposed of said Rice for a better Price and more saith not to this or the last Interrogatory.

Richd Dighton
Exam.

GEZ. 6TH 60T

Mayors Court at Madraspatnam.

Between Ratnal Conul Nauck by his Attorney Antonio de Costa of Madras Soukar and Complainant and Tarjamaly Chitty of the same place Inhabitant Defendant.

On the part of the Complainant.

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

Singanah Naicker of Madras Head Dubash Aged 50 years or thereabouts being Produced as a Witness in this Cause On Behalf of the Complainant was on the 6th Day of November 1783 Signified at the Office of Mr Stephen Popham who is Attorney for the Defendant by Bumasang my Servant who also left here 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 Ratnal Conul Nauck in this Cause and that he hath so known him twenty Years and upwards and that he doth not know the Defendant Tarjamaly Chitty in this Cause and more saith not to this Interrogatory.

13th To the Thirteen Interrogatory this Deponent saith that he doth not know any thing relating to the Matters in this Cause but that he hath been

frequently

frequently Employed by the Commanders of Rice Ships as Head Dubash to Dispose of Cargoes of Rice, and this Deponent saith that he Receives as Head Dubash at the Rate of One fanam for every Pagoda on the Disposal of Rice and the Conicopolie Employed Receives Twenty Cash as Custom on every Pagoda, and this Deponent saith that it is the usual Practice of all Merchants who buy Rice to Pay the above Custom to the Head Dubashes who Sells the Rice — and more saith not to this or the last Interrogatory.

Rich.d Dighton

Exam.d

580085

Mayor's Court at Madraspatnam — Between Ratnal Condul Naick by his Attorney Antonio de Costa of Madras Inhabitant — Complainant and Tanyasmaly Chitty of the same place Inhabit- -ant Defendant —

On the part of the Complainant

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

Narrain Pillah of Madras Head Dubash Aged 65 years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the 15.th Day of October 1783, Signified at the Office of Mr. Stephen Popham who is Attorney for the Defendant by Direction my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

To the first Interrogatory this Deponent saith that he doth know the Complainant Ratnal Condul Naick in this Cause, and that he hath

so

to knowen him Twenty years and upwards - and that he doth know the Defendant Tanyarnaly Chilly in this Cause, and that he Saith to knowen him fifteen years and upwards - and more Saith not to this Interrogatory -

12th. To the fourteenth Interrogatory this Deponent Saith, that one Day when he went up to the Governors Dubash upon some Business of his own the Complainant in this Cause had made a Complaint to the Governors Dubash about this Matter in dispute and the Complainant and Defendant were then present upon which the Governors Dubash Referred this Matter to the Arbitration of this Deponent and two other Persons and the said Complainant and the Defendant agreed to the said Persons Arbetrating this Matter and this Deponent Saith that he and the rest of the Arbitrators did enquire of both parties into the Nature of the Dispute and upon Mature Consideration gave their Award in favor of the Complainant that is to say that the Defendant was to pay the Complainant Custom on the two purchases and the Defendant did promise and engage on their Presence to conform by their Decision, and this Deponent Saith on producing and shewing to him at this the time of his Examination the Paper Writing or Marked with the Letter B. purporting to be an Account Current between the said Complainant and Defendant that he cannot say whether said Paper is Conformable to the Determination of said Arbetrators but that the Defendant did agree to Pay the Complainant the Custom on the two purchases and the Complainant and the Defendant went and left the Governors Dubash that the Matter and Suttles are that he the Defendant would pay the Custom to the Complainant, but that he cannot speak to the Sum Demanded - and more Saith not to this or the last Interrogatory

Rich.d Dighton

Exam.t

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