1074

Costs and Charges

Warrain Moodelly by his

amount to the Sum of Two

Pounds Thirty two Shillings and

by Thirty

Directed

of the

to the

Goods

" " " and thereupon the said Narrain Moodelly prays that the Damages so acknowledged together with his Expences and Costs laid out by him about his Suit in this behalf may be adjudged to him &c Therefore It is Considered that the said Narrain Moodelly recover against the said Bavan Saib his Damages aforesaid so by him in Manner and form aforesaid acknowledged and also the Sum of Thirty Nine Star Pagodas and fourteen Fanams for his Costs and Charges by the Court here adjudged to the said Narrain Moodelly by his Oath which damages in the Whole amount to the Sum of Two Hundred and fifty-two Star Pagodas and thirty two Fanams and the said Bavan Saib in Mercy &c.

Judgment signed in favour of the Plaintiff the 1st March 1804 –

Mercy

And thereupon the said Narrain Moodelly by Thomas Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, debts and other Effects which belong to the said Bavan Saib the Sum of Two Hundred and fifty two Star Pagodas and thirty two Fanams – and it is granted unto him returnable here on the 21st March instant –

Writ of Execution Issued the 1st March 1804 –

First Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss } Isaac Johannes puts in his place Emanuel Samuel his attorney against David Cheriman in a plea of Trespass on the Case -

Fort St. George Madras ss - } The said David Cheriman puts in his place Robert Orme his attorney at the Suit of the said Isaac Johannes in the plea aforesaid -

Fort St. George Madras ss - } Be it remembered that as of the Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Isaac Johannes by Emanuel Samuel his attorney and brought into the said Court then there his certain Plaint against David Cheriman in a Plea of debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words

Plaint in assumpsit filed the 4th November 1803

Madras to wit Isaac Johannes by Emanuel Samuel his attorney Complains of David Cheriman a Person of the armenian nation (and also one of such Persons as have been by his Majesty's Charters of Justice for Madras distinguished by the Appellation of British Subjects) resident at Mambalom within the Territories Subjects to and dependant upon

Fort

upon the Governments of Madras and as such a Person Subject to the
Jurisdiction of this Honble Court For that whereas the said David
on the Tenth day of September in the Year of our Lord one
thousand eight hundred and three to wit at Madras was indebted
to the said Isaac in the Sum of one thousand Star Pagodas of the
Current Money of Madras for the wages or Salary of the said Isaac
due and owing to him from the said David for the Service of the
said Isaac before that time done performed and bestowed by
him the said Isaac as the Servant of the said David for a
long time to wit for the Space of Ten years before then elapsed
on the Retainer of the said David and at his Special instance and
Request and being so indebted he the said David in Consideration
thereof afterwards to wit on the same day and year aforesaid at
Madras aforesaid undertook and then and there faithfully promised
the said Isaac to pay him the said Sum of Money when he the
said David should be thereto afterwards Requested And whereas
also afterwards to wit on the same day and year aforesaid at
Madras aforesaid in Consideration that the said Isaac had before
that time at the like Special instance and Request of the said
David done performed and bestowed other his Service as the Servant
of the said David and on his Retainer for a long time to wit
for the Space of Ten years then elapsed the said David undertook
and then and there faithfully promised the said Isaac to pay
him

Him so much Money as the said Isaac thereof Reasonably deserved
to have of the said David when he the said David should
thereto afterwards Requested And the said Isaac avers that
he therefore Reasonably deserved to have of the said David the
One Thousand Star Pagodas of the like Current Money of Madras
to wit at Madras whereof the said David afterwards, to wit
on the same day and year aforesaid there had Notice - And
Whereas the said David afterwards to wit on the same
day and year aforesaid at Madras aforesaid was indebted to the
said Isaac in the further Sum of one Thousand Star Pagodas of the
like Current Money of Madras for Money by the said Isaac
before that time laid out Expended and paid for the said David
and at his like Special instance and Request And being
so indebted he the said David in Consideration thereof
afterwards to wit on the same day and year aforesaid at
Madras aforesaid undertook and then and there faithfully promised
the said Isaac to pay him the said last Mentioned Sum of
Money when he the said David should be thereto afterwards
Requested - And Whereas the said David afterwards to
wit on the same day and year aforesaid at Madras aforesaid accounted
with the said Isaac of and Concerning divers other Sums of Money
before that time due and Owing from the said David to the said
Isaac and then being in arrear and unpaid and upon that accounting
the said David was then and there found to be in arrear and indebted
to the said Isaac in the further Sum of one Thousand Star Pagodas

of the like Current Money of Madras and being so found in arrear and indebted he the said David in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Isaac to pay him the said last mentioned Sum of Money when he the said David should be thereto afterwards requested Yet the said David not regarding his said Several promises and undertakings so by him in Manner and form aforesaid made but Contriving and fraudulently intending craftilly and Subtilly to deceive and defraud the said Isaac in this behalf hath not yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Isaac (although so to do he the said David was requested by the said Isaac afterwards to wit on the same day and Year aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Isaac he the said David hath hitherto wholly refused and still doth refuse to the damage of the said Isaac of one thousand Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the First Term in the year of our Lord one thousand eight hundred and four - in the said Supreme Court of Judicature at Madras till which Term the said David had leave to imparle to the said Plaint and then to answer the same came as well the said Isaac by his said attorney as the said David by Robert orme his attorney - And the said David Defends the wrong and injury when &c and says that he did not undertake or promise in Manner and form as the said Isaac hath above thereof complained against him and of this

c imparlance

Plea filed the 3d February 1804 -

First Term 1804

Issue Joined

This he the said David puts himself upon the Court &c. and
said Isaac Johannes doth the like.

And Afterwards that is to say on the fo
day of February in this First Term in the Year of our Lord o
Thousand eight Hundred and four (being the day given to the Pa
aforesaid to come before the Court for the trial of the Issue
between them) Come the Parties aforesaid by their Attornies afor
and Evidence having been given to the Court aforesaid upon the M
in Issue between the Parties and all and Singular the premi
having been seen and fully understood It appears to the
said Court that he said David did Undertake and promise
in Manner and form as the said Isaac hath above thereof
Complained against him and the Court doth assess the damage
Sustained by the said Isaac by occasion of the Non performance
by the said David of his said Several promises and Undert
takings at the Sum of Four hundred and fifty five Pagodas
over and besides the Costs and Charges of the said Isaac
by him about his Suit in this behalf Expended It is
therefore Considered by the said Court that the said Isaac
do Recover against the said David his damages aforesaid
so as aforesaid assessed, and also one hundred Pagodas
and Twenty three Fanams for his said Costs and Charges
by the Court here adjudged to the said Isaac and with
his assent which Damages Costs and Charges
amount in the whole to the Sum of Five hundred and

Judgment signed for the Plaintiff the 3d March 1804

Fifty five Pagodas and Twenty three Fanams and the said

David in Mercy &c

money.

And thereupon the said Isaac by Emanuel

Samuel his attorney prays a writ of our Lord the King to be

directed to the Sheriff of Madraspatnam commanding him that he

Cause to be taken the body of the said David in Satisfaction of

his damages - and it is granted unto him returnable

here on the 10th day of March Instant -

as ad Satisfaci-
dum issued the
March 1804

First Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras the First Term in the Year of our Lord one Thousand eight Hundred and four

Fort St. George Madras } Kutteja Beebee widow of Moolla Sheikh ahmed Saheb deceased Kyroonbee Daughter of the said Moolla Sheikh ahmed Saheb Ibrahimjee and Seevabhoyee Brothers of the said Moolla Sheikh ahmed Saheb - put in their place Emanuel Samuel their Attorney against Mahomed Bahgur Gyass and Ameer Nuwar Khan Mahomedan in a Plea of Trespass on the case -

Fort St. George Madras. } The said Mahomed Bahgur Gyass and Ameer Nuwar Khan Mahomedan put in their place Charles Walters their attorney at the suit of the said Kutteja Beebee widow of Moolla Sheikh Ahmed Saheb deceased Kyroonbee Daughter of the said Moolla Sheikh ahmed Saheb & Ibrahimjee and Seevabhoyee Brothers of the said Moolla Sheikh ahmed Saheb - in the plea aforesaid -

Madras towit Be it remembered that on the Nineteenth day of September in the Fourth Term in the Year of Christ one thousand eight hundred and three - Before the said Supreme Court of Judicature at Madras came Kutteja Beebee widow of Moolla Sheikh ahmed Saheb deceased Kyroonbee Daughter of the said Moolla Sheikh ahmed Saheb and Ibrahimjee and Seevabhoyee Brothers of the said Moolla Sheikh ahmed Saheb by Emanuel Samuel their attorney and

and brought into the said Court then there their certain Plaint against
Mahomed Bahgur Gyass and ameer Neuvay Khan Mahomedan in a
Plea of Trespass on the Case and there are Pledges for the prosecution
to wit John Doe and Richard Roe which said Plaint follows
in these words — Madras to wit Khutteja Beebee widow of Moolla
Sheikh Ahmed Saheb deceased Kyroombee Daughter of the said
Moolla Sheikh ahmed Saheb and Ibrahimjee and Jeevabhoyee
Brothers of the said Moolla Sheikh Ahmed Saheb (which said
Khutteja Beebe Kyroombee Ibrahimjee and Jeevabhoyee are the
heirs and Successors to the Estate Goods Chattels and Credits
which were of the said Moolla Sheikh ahmed Saheb deceased at
the time of his death who died Intestate) by Emanuel Samuel
their Attorney Complain of Mahomed Bahgur Gyass and ameer
Neuvay Khan Mahomedan Inhabitants of Madras and as such Persons
Subject to the Jurisdiction of this Hon^ble Court — For that whereas
the said Mahomed Bahgur Gyass and ameer Neuvay Khan on the fifth
day of September in the Year of Christ one thousand eight hundred
and three to wit at Madras were indebted to the said Moollah
Sheikh ahmed Saheb in his life time in the Sum of one thousand
Pagodas of lawful Current Money of Madras for diver Goods
Wares and Merchandizes by the said Moollah Sheikh Ahmed Saheb before
that time Sold and delivered to the said Mahomed Bahgur Gyass and
ameer Neuvay Khan and at their special instance and request — And being
so indebted they the said Mahomed Bahgur Gyass and ameer Neuvay Khan
in Consideration thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then and there faithfully
promised

Plaintiff in assumpsit filed the 19th Sept^r 1803.

promised the said Moolla Sheikh ahmed Saheb in his life time
him the said Sum of Money when they the said Mahomed Bahgur Gya
Ameer Nuwaz Khan should be thereto afterwards requested - And
also afterwards to wit on the same day and year aforesaid at Madras
in Consideration that the said Moolla Sheikh Ahmed Saheb in his
time had before that time Sold and delivered to the said Mahomed Ba
Gyass and ameer Nuwaz Khan diuers other Goods Wares and Me
they the said Mahomed Bahgur Gyass and ameer Nuwaz Khan und
and then and there faithfully promised the said Moolla Sheikh Ahm
Saheb in his life time to pay him so much Money as the said mentione
Wares and Merchandizes at the time of the Sale and Delivery thereof
aforesaid were reasonably worth Whenever afterwards they the said Mahom
Bahgur Gyass and Ameer Nuwaz Khan should be thereunto requested
And the said Hutteja Beebee Kyroonbee Ibrahimjee and Jewabhoy
Heirs and Successors as aforesaid aver that the Goods Wares and Merch
last Mentioned at the time of the Sale and Delivery thereof to the said
Mahomed Bahgur Gyass and Ameer Nuwaz Khan as aforesaid were lawf
worth Other one thousand Pagodas of like lawful Current Money of Ma
to wit at Madras aforesaid Whereof the said Mahomed Bahgur Gyass
and Ameer Nuwaz Khan afterwards to wit on the same day and ye
aforesaid there had Notice - And Whereas the said Mahomed Bahgur
Gyass and Ameer Nuwaz Khan afterwards to wit on the same day
and year aforesaid at Madras aforesaid was indebted to the said Moolla
Sheekh ahmed Saheb in his life time in the further Sum of one thousand
Pagodas of like lawful Current Money of Madras for Money by the said

Molla

Moolla Sheikh Ahmed Saheb before that time lent and advanced to the said
Mahomed Bahgur Gyass and Ameer Neuvaz Khan and at their like Special
instance and Request And being so indebted they the said Mahomed
Bahgur Gyass and Ameer Neuvaz Khan in Consideration thereof afterwards
to wit on the same day and year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Moolla Sheikh Ahmed
Saheb in his life time to pay him the said last mentioned Sum of money
when they the said Mahomed Bahgur Gyass and Ameer Neuvaz Khan
should be thereto afterwards requested - And Whereas the said
Mahomed Bahgur Gyass and Ameer Neuvaz Khan afterwards to wit on
the same day and year aforesaid at Madras aforesaid was indebted
to the said Moolla Sheikh Ahmed Saheb in his life time in the
farther Sum of one thousand Pagodas of like lawful current money
of Madras for Money by the said Moolla Sheikh Ahmed Saheb
before that time laid out Expended and paid for the said Mahomed
Bahgur Gyass and Ameer Neuvaz Khan and at their like Special
instance and Request And being so indebted they the said
Mahomed Bahgur Gyass and Ameer Neuvaz Khan in Consideration
thereof afterwards to wit on the same day and year aforesaid at
Madras aforesaid undertook and then and there faithfully promised
the said Moolla Sheikh Ahmed Saib in his life time to pay
him the said last mentioned Sum of money when they the said
Mahomed Bahgur Gyass and Ameer Neuvaz Khan should be
thereto afterwards requested - And Whereas also the said
Mahomed

Mahomed Bahgur Gyass and Ameer Neuwaz Khan aforesaid were indebted
the same day and year aforesaid at Madras aforesaid unto
to the said Moolla Sheikh Ahmed Saheb in his life time in the further
Sum of one thousand Pagodas of like lawful Current Money of Madras
for Money by the said Mahomed Bahgur Gyass and Ameer Neuwaz
Khan before that time had and received to the use of the said
Moolla Sheikh Ahmed Saib - And being so indebted they the
said Mahomed Bahgur Gyass and Ameer Neuwaz Khan in Consideration
thereof afterwards to wit on the same day and year aforesaid at Madras
aforesaid undertook and then and there faithfully promised the said
Moolla Sheikh Ahmed Saheb in his life time to pay him the said
last Mentioned Sum of Money when they the said Mahomed Bahgur Gyass
and Ameer Neuwaz Khan should be thereto afterwards Requested
And whereas the said Mahomed Bahgur Gyass and Ameer Neuwaz
Khan afterwards to wit on the same day and year aforesaid at Madras
aforesaid accounted with the said Moolah Sheikh Ahmed Saheb
in his life time of and Concerning diverse other Sums of Money before
that time due and owing from the said Mahomed Bahgur Gyass and Ameer
Neuwaz Khan to the said Moolla Sheikh Ahmed Saheb and then being
in arrear and unpaid and upon that accounting the said Mahomed
Bahgur Gyass and Ameer Neuwaz Khan were then and there found
to be in arrear and indebted to the said Moolla Sheikh Ahmed
Saheb in his life time in the further Sum of one thousand Pagodas
of like lawful Current Money of Madras and being so found in

arrear and indebted they the said Mahomed Bahgur Gyass and ameer Newaz Khawn in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Moolla Sheikh Ahmed Saheb in his life time to pay him the said last mentioned Sum of Money when they the said Mahomed Bahgur Gyass and ameer Newaz Khan should be thereto afterwards requested yet the said Mahomed Bahgur Gyass and ameer Newaz Khan not regarding their said Several promises and undertakings so by them in manner and form aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Moolla Sheikh Ahmed Saheb in his life time and the said Mutteja Bebee Kyroombee Ibrahimjee and Jeevabhoyee Heirs and Successors as aforesaid since the Decease of the said Moolla Sheikh Ahmed Saheb in this behalf have nor hath either of them yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Moolla Sheikh ahmed Saheb in his life time or to the said Mutteja Bebee Kyroonbee Ibrahimjee and Jeevabhoye Heirs and Successors as aforesaid or to any or either of them since the death of the said Moolla Sheikh Ahmed Saheb (although so to do they the said Mahomed Bahgur Gyass and ameer Newaz Khan were requested by the said Moolla Sheikh Ahmed Saheb in his life time to wit on the day and year aforesaid and by the said Mutteja Bebee Kyroonbee Ibrahimjee and Jeevabhoyee Heirs and Successors as aforesaid since the Decease of the said Moolla Sheikh Ahmed Saheb to wit on the Seventeenth day of September in the Year of Christ one thousand eight hundred and three aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any

part

part thereof they the said Mahomed Bahgur Ghyas and Ameer Newaz Khan Laue and each of them hitherto wholly refuse and Still do and each of them doth refuse to pay the same to the said Kuttejee Bubee Kyroonbee Ibrahimjee and Jeevabhoyee To the damage of the said Kuttejee Bubee Kyroonbee Ibrahimjee and Jeevabhoyee Heirs and Successors as aforesaid of one thousand Star Pagodas and therefore they bring their Suit &c

And Now at this Day (that is to say) on the 8th. day of February in this first Term in the Year one thousand eight hundred and four to which day was given as well to the said Kuttejee Bubee Kyroonbee Ibrahimjee & Jeevabhoyee as to the said Mahomed Bahgur Ghyas and Ameer Newaz Khan - And the said Mahomed Bahgur Ghyas and Ameer Newaz Khan by Mr. Charles Walker their attorney come and Defend the wrong and injury When &c and say Nothing in bar or preclusion of the said action of the said Kuttejee Bubee, Kyroonbee, Ibrahimjee and Jeevabhoyee whereby the said Kuttejee Bubee, Kyroonbee, Ibrahimjee and Jeevabhoyee remain thereon undefended against the said Mahomed Bahgur Ghyas and Ameer Newaz Khan - And thereupon a day in this Term is given by the Court here to the said Kuttejee Bubee Kyroonbee Ibrahimjee and Jeevabhoyee to come before the Court and Verify and prove their said Plaints and the damages by them Sustained by Occasion of the premises at which day before the Court here come the said Kuttejee Bubee Kyroonbee, Ibrahimjee and Jeevabhoyee by their said attorney and for as much as they have Manifested and proved to the Court that they have Sustained

damages

Damages by occasion of the Nonperformance by the said Mahomed Bahgur Ghyast and Ameer Newaz Khan of the said Several promises and Undertakings in the said Plaint mentioned to the Sum of Three hundred and thirty Six Pagodas and Six fanams, over and besides their Costs and Charges by them about their Suit in this behalf Expended — It is Considered by the Court that the said Kutteeja Beebee Kyroonbee, Ibrahimjee and Jewabhoyee do recover against the said Mahomed Bahgur Ghyast and ameer Newaz Khan their damages aforesaid to the said Sum of Three hundred and thirty Six Pagodas and Six fanams and also one hundred and forty Seven Pagodas and twenty Six fanams for their said Costs and Charges by the Court here adjudged to the said Kutteeja Beebee, Kyroonbee, Ibrahimjee and Jewabhoyee and with their assents which damages in the whole amounts to Four hundred and eighty three Pagodas and thirty two fanams and the said Mahomed Bahgur Ghyast and ameer Newaz Khan in Mercy &c.

Judgment signed in favour of the Plaintiff the 3d March 1804 -

And thereupon the said Kutteeja Beebee, Kyroonbee Ibrahimjee and Jewabhoye by Emanuel Samuel their attorney pray a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he Cause to be taken the body of the said Mahomed Bahgur Ghyast and Ameer Newaz Khan in Satisfaction of his Damages and it is granted unto him returnable here on the 12th March instant —

Commitment issued the 3d March 1804

First Term 1804

Pleas before the Hon^ble Sir Thos Andrew Strange Knight Chief Justice The Hon^ble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and four

Fort Saint George Madras ss } Tottecala Casava Moodaliar puts in his place Robert Orme his Attorney against Avadanum Paupiah in a Plea of Trespass on the Case upon Promises -

Fort Saint George Madras ss } She said Avadanum Paupiah puts in his place Charles Walters his Attorney at the Suit of the said Tottecala Casava Moodaliar in the Plea aforesaid -

Fort Saint George Madras ss } Be it remembered that as of the Second Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Tottecala Casava Moodaliar by Robert Orme his Attorney and brought into the same Court then here his Certain Plaint against Avadanum Paupiah being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Hon^ble Court in a Plea of Trespass on the Case upon Promises and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Plaint in assumpsit filed 11th May 1803

wist Fort Saint George Madras by Tollecala Casava Moodaliar by Robert Orme his attorney complaint of Avadanum Paupiah being an Hindoo Inhabitant of Madras, and as such Subject to the Jurisdiction of this Worlble Court For that Whereas the said Avadanum Paupiah on the Fifth day of December in the Year of Christ one Thousand eight hundred and one at Fort Saint George Madras aforesaid by his Certain Note in Writing in the Gentoo Language, the date whereof is on the day and Year aforesaid acknowledged to have borrowed and received of the said Tollecala Casava Moodaliar the Sum of five thousand Seven hundred and eighty four Star Pagodas Twenty three Fanams and Sixty eight Cash, Which Sum he the said Avadanum Paupia did thereby engage to repay him the said Tollecala Casava Moodaliar on or before the thirty first day of March in the Year one thousand eight hundred and two with all such Interest as should or might become due thereon at the rate of Twelve per Cent per annum By Means whereof and according to the Laws and Customs of such Hindoos the said Avadanum Paupiah then and there became liable to pay the said Sum of Five thousand seven hundred and eighty four Star Pagodas twenty three Fanams and sixty eight Cash in the said Note in writing Mentioned with Interest thereon after the rate aforesaid according to the tenor and effect of the said Note in Writing And being so liable he the said Avadanum Paupiah in Consideration thereof afterwards to wit on the same day and year first aforesaid at Fort Saint George Madras aforesaid undertook

and

and faithfully promised the said Tottecala Casava Moodaliar to pay him the said Sum of Five Thousand Seven hundred and eighty four Star Pagodas twenty three Fanams and Sixty eight Cash in the said Note in writing mentioned with Interest thereon after the Rate aforesaid according to the tenor and effect of the said Note in writing And whereas also the said Avadanum Paupiah afterwards to wit on the Thirty first day of March in the Year of Christ one Thousand eight hundred and two at Fort Saint George Madras aforesaid was indebted to the said Tottecala Casava Moodaliar in the Sum of Eight Thousand Star Pagodas of lawful Current Money of Madras for so Much Money by the said Tottecala Casava Moodaliar before that time lent and advanced to the said Avadanum Paupiah and at his Special instance and Request and being so indebted he the said Avadanum Paupiah in Consideration thereof afterwards to wit, on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Tottecala Casava Moodaliar to pay him the said last mentioned Sum of Money When he the said Avadanum Paupiah should be thereunto afterwards requested - And whereas also the said Avadanum Paupiah afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Tottecala Casava Moodaliar in the further Sum of Eight Thousand Star Pagodas of like Current Money for so much Money by the said Tottecala Casava Moodaliar before that time laid out Expended and paid for the said Avadanum Paupiah and at his Special instance and Request - and being so indebted he the

said Avadaunum Paupiah in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Tottecala Casava Modaliar to pay him the said last Mentioned Sum of Money when he the said Avadaunum Paupiah should be thereunto afterwards requested Yet the said Avadaunum Paupiah not regarding his said Several promises and undertakings so by him made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Tottecala Casava Modaliar in this behalf hath not yet paid the Several Sums of Money or any of them or any part thereof to the said Tottecala Casava Modaliar (although so to do he the said Avadaunum Paupiah was requested by the said Tottecala Casava Modaliar to wit on the same day and year last aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid) But the said Avadaunum Paupiah to pay the same or any of them or any part thereof to the said Tottecala Casava Modaliar hath hitherto wholly refused and still doth refuse To the Damage of the said Tottecala Casava Modaliar of Ten Thousand Star Pagodas and therefore he brings Suit &c.

And now in this same Term That is to say

imparlance

on the second day of February until which day the said Avadaunum Paupiah had leave to impark to the said Plaint and then to answer the same at which day before the said Supreme Court of Judicature at Madras comes as well the said Tottecala Casava Modaliar by

by his said Attorney as the said Avadaunum Paupiah Sly Charles Walters his Attorney and the said Avadaunum Paupiah defends the wrong and injury when &c and Says that he did not undertake or promise in Manner and form as the said Tottecala Casava Moodelliar hath above thereof Complained against him and of this he puts himself upon the Court - and the said Tottecala Casava Moodaliar doth the like &c

Cognovit filed 8th February 1804

And now in this same Term that is to say on the Seventh day of February to which day was given as well to the said Tottecala Casava Moodelliar as to the said Avadaunam Paupiah to inform the Court of the Premises at which Day come the Parties aforesaid by their Attornies aforesaid and thereupon the said Avadaunum Paupiah by his said Attorney relinquishes his said Plea by him above pleaded and saith that he cannot deny the said action of the said Tottecala Casava Moodaliar nor but that he did undertake and promise in Manner and form as the said Tottecala Casava Moodaliar hath above Complained against him nor but that the said Tottecala Casava Moodelliar hath sustained Damages by Occasion of the non performance of the said Several promises and undertakings in the said Plaint Mentioned to Ten thousand Star Pagodas as he hath therein supposed and thereupon the said Tottecala Casava Moodaliar prays that the said Damages so acknowledged together with his Expences and Costs laid out by him about his Suit in this behalf may be adjudged to him &c Therefore it is Considered that the said Tottecala Casava Moodaliar

Judgment Signed in favor of the Plaintiff the 3d March 1804

No 9 Recog

IIII

Supreme Court

First Term 1804

Record of Judgments

Roll 3

Recover against the said Avadanum Paupiah his Damages aforesaid so by him in form aforesaid acknowledged and also one hundred and fourteen Star Pagodas and four fanams for his Costs and Charges by the Court here adjudged to the said Tottecala Casava Moodaliar by his assent which said Damages in the Whole amount to Seven Thousand four hundred and forty four Star Pagodas, Twenty Seven fanams and Sixty eights Cash and the said Avadaunum Paupiah in Mercy &c.

mercy

And thereupon the said Tottecala Casava Moodeliar by Robert orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy & make of the Houses, Lands, debts and other Effects which belong to the said Avadaunum Paupiah the Sum of Seven thousand four hundred and forty four Star Pagodas Twenty Seven fanams and Sixty eights Cash - and it is granted unto him returnable here on the 3d April instant -

Execution issued the 3d March 1804 -

First Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and four –

Fort St. George Madras } William Bell puts in his place Charles Walters his attorney against Hovan Johannes in a Plea of Trespass on the Case upon Promises –

Fort St. George Madras } The said Hovan Johannes in his own person at the Suit of the said William Bell in the Plea aforesaid –

Fort St. George Madras } Be it remembered that in the Third Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Court all the Proceedings and Records of the said Court of the Recorder) came William Bell by Charles Walters his attorney and brought into the said Court then there his certain Plaint against Hovan Johannes in a Plea of Trespass on the Case upon promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words – Fort Saint George Madras William Bell by Charles Walters his Attorney Complains of Hovan Johannes who is an Inhabitant of Madras and resides within the Jurisdiction of this Honble Court of a Plea of Trespass on the Case – For that Whereas the said Hovan Johannes on the Twelfth day of June one thousand and eight hundred to wit at Madras aforesaid Made his Certain Note in Writing Commonly called a Promissory

Plaint in assumpsit filed 10th July 1801.

Note, his own proper hand writing being thereunto Subscribed, bearing date the same day and Year aforesaid and then and there delivered the said Note to the said William and thereby promised to pay to the said William by the Name of Mr. W. Bell or order Fifty days after date of the said Note the Sum of One hundred and Fifty Star Pagodas for Value received by him the said Woovan by reason whereof and by force of the Statute in such Case Made and provided the said Woovan became liable to pay to the said William the said Sum of Money Contained in the said Note according to the Tenor and Effect of the said Note: and being so liable he the said Woovan in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said William to pay him the said Sum of Money Contained in the said Note according to the tenor and Effect of the said Note - And whereas the said Woovan afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said William in other one hundred and fifty Star Pagodas of like Current Money for Money by the said William before that time lent and advanced, to the said Woovan and at his special Instance and request, and being so indebted, he the said Woovan in Consideration thereof, afterwards, to wit, on the same day and Year aforesaid at Madras aforesaid undertook, and faithfully promised, the said William to pay him the said last Mentioned Sum of Money when he the said Woovan should be thereto afterwards requested - And whereas the said Woovan afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said William in other one hundred and fifty Star Pagodas of like Current Money for Money by the said William before that time laid out, Expended and paid for the said Woovan

and

and at his Special instance and Request, and being so indebted he the said Woovan in Consideration thereof, afterwards, to wit, on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said William to pay him the said last Mentioned Sum of Money when he the said Woovan should be thereto afterwards Requested - And whereas the said Woovan afterwards to wit, on the same day and Year aforesaid at Madras aforesaid was indebted to the said William in other one hundred and fifty Star Pagodas of like Current Money, for Money by the said Woovan before that time had and received to the use of the said William and being so indebted he the said Woovan, in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said William to pay him the said last Mentioned Sum of Money when he the said Woovan should be thereto afterwards Requested - And whereas the said Woovan afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted together with the said William of and Concerning divers other Sums of Money before that time due and Owing from the said Woovan to the said William and then being in arrear and unpaid and upon that account he the said Woovan was then and there found in arrear to the said William in another large Sum of Money to wit the sum of other one hundred and fifty Star Pagodas of like Current Money and being so found in arrear, he the said Woovan in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said William to pay him the said Sum of Money when

he the said Woovan should be thereto afterwards Requested - Yet the said Woovan not regarding his said Several promises and Undertakings so by him made in his behalf as aforesaid, but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said William in this behalf hath not as yet paid the Several Sums of Money, or any part thereof to the said William (although so to do, he the said Woovan was requested by the said William, afterwards to wit, on the same day and year aforesaid and often afterwards to wit at Madras aforesaid) but he to do this hath hitherto wholly refused and still refuses so to do, to the said William his damages of Three hundred Star Pagodas and therefore he brings his Suit -

Judgment signed for the Plaintiff the 9th March 1804 -

And Now in this Second Term in the year one thousand eight hundred and three that is to say on the Twenty eighth day of March to which day was given as well to the said William Bell as to the said Woovan Johannes to inform the Court of the premises Comes the said William Bell by his Attorney aforesaid and the said Woovan Johannes although Solemnly demanded came not to answer nor did he say any thing in bar or preclusion and so forth, and the said Justices having heard the allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the Plaintiff, say that the said Woovan Johannes did undertake and promise in Manner and form as the said William Bell hath in that behalf above Complained against him - And do adjudge that the said William Bell do recover against the said Woovan Johannes the Sum of Two hundred and four Pagodas for his damages occasioned by the Non performance of

and thirty Nine Pagodas and thirty Fanams for the Costs and Charges of him the said William Bell which he hath been put to about his Suit in that behalf which said Damages and Costs amount in the whole to three hundred and forty three Pagodas and thirty Fanams. And the said William Bell have his Execution thereof &c

And thereupon the said William Bell by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding that he Cause to be taken the body of the said Hoovan in Satisfaction of his Damages and it is granted unto him returnable here on the 22d March Instant.

Ca: ad Satisfaciendum issued the 9th March 1804.

First Term 1804

Plea before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one Thousand eight hundred and four -

Fort Saint George Madras } Henry Bantleman puts in his place Charles Watters his Attorney against Paddoo Syrang, Miskin Saib and Yetten saib in a Plea of Debt -

Fort Saint George Madras } The said Paddoo Syrang Miskin Saib and Yetten saib in their person at the Suit of the said Henry Bantleman in the Plea aforesaid

Fort Saint George Madras } Be it remembered that in the Third Term in the Year of our Lord one Thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honble Court all the proceedings and Records of the said Court of the Recorder) came Henry Bantleman by Charles Watters his Attorney and brought in to the said Court then here his Certain Plaint against Paddoo Syrang Miskin Saib and Yetten Saib in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort Saint George Madras Henry Bantleman his Attorney Complains of Paddoo Syrang

Plaint in debt filed the 4th Augt 1801 -

First Term 1804

Miskin Saib and Yetten said who are Inhabitants of Madras and as such persons Subject to the Jurisdiction of this Honble Court For this that Whereas on the Third day of May in the Year of our Lord one thousand Seven hundred and Ninety eight to wit at Madras aforesaid made their certain Writing obligatory having their own proper hands Writing thereunto Subscribed bearing date the same day and year aforesaid and then and there delivered the same to the said Henry and thereby promised to pay him on the second day of November Next ensuing the date thereof the Sum of Four hundred Star Pagodas Current Money of Madras with Interest for the same at the rate of Twelve per Cent per annum as will appear by a Copy of the said Writing obligatory hereunto annexed by reason of which said Promises and Undertakings they the said Paddoo Syrang Miskin Saib and Yetten Saib became liable to pay to the said Henry the Same contained in the said Writing obligatory together with the Interest due thereon - And Whereas there is now due and owing unto the said Henry by them the said Paddoo Syrang Miskin Saib and Yetten Saib on the before Mentioned Writing obligatory for Principal and Interest the Sum of five hundred and fifty six Star Pagodas yet they the said Paddoo Syrang Miskin Saib and Yetten Saib altho often requested by the said Henry so to do have not yet paid nor have any or either of them paid the said last Mentioned Sum of Five hundred and fifty Six Star Pagodas or any part thereof to him the said Henry and to the Damages of the said Henry Nine hundred Star Pagodas and therefore he brings his Suit and so forth -

Afterwards &c

Suggestion of the death of Paddoo Syrang one of Defendts filed 7th May 1803.

Afterwards to wit on the Seventh day of May in the Year one Thousand eight hundred and three at madras the said Henry comes and Suggests to the Court here according to the form of the Statute in that case Made and provided that the said Paddoo Syrang since the Exhibiting of the said Plaint of the said Henry to wit on the Twenty Ninth day of January in the year one thousand eight hundred and two died which the said Miskin saib and Yettem Saib do not deny Therefore let all further proceedings against the said Paddoo Syrang Cease Wherefore the said Henry prays Judgment against the said Miskin saib and Yettem Saib for the debt aforesaid and the damages Costs and Charges by him sustained in the premises to be adjudged to him as aforesaid —

AND now in this Fourth Term in the Year one Thousand Eight hundred and Three that is to say on the first day of October to which day was given as well to the said Henry Bambleman as to the said Miskin saib and Yettem Saib to inform the Court of the Premises comes the said Henry Bambleman by his Attorney aforesaid. and the said Miskin Saib and Yettem Saib altho' Solemnly demanded came not to answer nor did they say any thing in bar or preclusion and so forth, and the said Justices having heard the Allegations of the party Plaintiff and Examined the Truth thereof and duly Considered the Evidence produced on the part of the Plaintiff say that the said Miskin Saib and Yettem Saib did Undertake and promise in Manner and

form

Judgment signed in favour of the Plaintiff this 10th March 1804

form as the said Henry Bantleman hath in that behalf afore Complained against them - and also adjudge that the said Henry Bantleman do recover against the said Mistkin Saib and Yetten Saib the Sum of Six hundred and Eighty Pagodas for his damages occasioned by the Non performance of the promises and Undertakings aforesaid and also the Sum of one hundred and Seventy Six Pagodas eighteen fanams and Seventy Cash for the Costs and Charges of him the said Henry Bantleman which he hath been put to about his Suit in that behalf which said Damages and Costs amount in the whole to Eight hundred and Fifty Six Pagodas eighteen fanams and Seventy Cash and the said Henry Bantleman have his Execution thereof &c.

And thereupon the said Henry Bantleman by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and Make of the houses, Lands, debts and other Effects which belong to the said, Mistkin Saib and Yetten Saib the Sum of Eight hundred and fifty Six Pagodas eighteen fanams and Seventy Cash, - and it is granted unto him returnable here on the 10th April instant -

Execution issued the 10th March 1804 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of his Majestyś Supreme Court of Judicature at Madras of the First Term one thousand eight hundred and four -

Fort St. George Madras } John Doe on the Demises of Dellaykur Jung and Sankaraapooram Soobaroyaloo Chitty puts in his place Emanuel Samuel his attorney against Bauthooshaw Begum alias Allaunkee Begum Miscre Begum and Mootoo Comaroo Naick in a Plea of Trespass and Ejectment -

Fort St. George Madras } The said Bauthooshaw Begum alias Allaunkee Begum Miscre Begum and Mootoo Comara Naick put in their place Charles Walters their attorney at the Suit of the said John Doe in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the Twenty first day of October as of the Fourth Term in the Year of Christ one thousand eight hundred and three before the Supreme Court of Judicature at Madras came John Doe by Emanuel Samuel his attorney and brought into the said Court then there his certain Plaint against Bauthooshaw Begum alias Allaunkee Begum Miscre Begum and Mootoo Comara Naick in a Plea of debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Madras to wit - John Doe by Emanuel Samuel his attorney Complains of Bauthooshaw Begum alias Allaunkee Begum Miscre Begum and Mootoo Comaroo Naick Inhabitants of Madras and as such Persons Subject to the Jurisdiction of this Honble

Plaint in Trespass & Ejectment filed 21st December 1803 -

Honble Court of a Plea For that Whereas Dillaykur Jung on the first day of December in the Year of Christ one thousand eight hundred and two and in the Forty third Year of the Reign of our Lord the now King to wit at Madras had demised granted and to farm Let to the said John Doe Ten Messuages Ten Dwelling Houses - Ten out Houses Ten Stables - Ten Godowns Ten Bungalows Five Gardens and five Cawnies of Waste Ground with the appurtenances situate lying and being in the Village of San Thome, within the limits of Madras To have and To hold the said Tenements with the appurtenances to the said John Doe and his assigns from the thirtieth day of the Month of November in the Year aforesaid for and during and until the full end and term of five Years from thence next ensuing and fully to be Compleat and ended - By Virtue of which said Demise the said John Doe entered into the said Premises with the appurtenances and was possessed thereof until the said Bauhoodaus Begum alias Albaunkie Begum Miser Begum and Mootoo Comaroo Naick afterwards to wit on the second day of December in the Year aforesaid with force and Arms &c. entered into the Premises aforesaid with the appurtenances which the said Dillaykur Jung demised to the said John Doe in Manner aforesaid for the Term aforesaid which is not yet Expired and Ejected the said John Doe out of his said Farm and Other injuries to him then and there did against the Peace of our Lord the now King &c. And for that whereas Suncarapooram Soobarayaloo Chitty on the fifth day of September in the Year of Christ one thousand eight hundred and Three

and

and in the forty third Year of the Reign of our Lord the Now King to wit at Madras had demised granted and to farm let to the said John Doe Ten Other Messuages, Ten Other dwelling Houses Ten Other out Houses, Ten Other Stables, ten other Godowns - Ten Other Bungalows, five Other Gardens and five other Cawnies of Waste Ground with the appurtenances Situate lying and being in the aforesaid Village of San Thome within the limits of Madras To have and to hold the said last Mentioned Tenements with the appurtenances to the said John Doe and his assigns from the third day of the said Month of September in the Year aforesaid for and during and until the full end and Term of five Years from thence next ensuing and fully to be Compleat and ended by virtue of which said demise last mentioned the said John Doe entered into the Premises last aforesaid with the appurtenances and was possessed thereof until the said Bauthoo shaw Begum alias Allaunkee Begum Missre Begum and Mootoo Comara Naick afterwards to wit on the Seventh day of the said Month of September in the Year last aforesaid with force and arms &c entered into the premises last aforesaid with the appurtenances which the said Sumcarapooram Soobarayaloo Chitty demised to the said John Doe in manner aforesaid for the term aforesaid which is not yet expired and ejected the said John Doe out of his said Farm and other injuries to him then and there did against the peace of our said Lord the Now King

and

and to the Damage of the said John Doe of Five hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the Vacations after the Fourth Term that is to say on the 24th day of December in the said Year one thousand eight hundred and three in the said Supreme Court of Judicature at Madras till which Term the said Bauthoosha Bagum alias Allaurkee Bagum Missure Bagum and Mootoo Comara Naick had leave to imparl to the said Plaint and then to answer the same came as well the said John Doe and the said Bauthoosha Bagam alias Allaurkee Bagum Missure Bagum and Mootoo Comara Naick by their said Attorney as the said John Doe by Samuel his Attorney - And the said Bauthoorsha Bagum alias Allaurkee Bagum Missure Bagum and Mootoo Comaroo Naick by Charles Walters their Attorney come and Defend the force and injury when and so forth and say that they are Not guilty of the Trespass and ejectment above laid to their charge in Manner and form as the said John Doe hath above thereof Complained against them and these they put themselves upon the Court - And the said John Doe doth the like -

imparlance

Plea filed the 24th December 1803

Issue Joined

And now in this First Term in the Year one thousand eight hundred and four that is to say on the Seventeenth day of February to which day was given as well to the said John as to the said Bathoosha Bagum alias Allaurkee Bagum Missre Bagum and Mootoo Comaroo Naick to inform the Court of the premises came to the said Bathoosha Bagam alias Allaurkee Bagum Misere Bagam and Mootoo Comaroo Naick by their said Attorney and the said John Although Solemnly called came not and it appearing to the Court here that the said John hath neglected to bring the issue above joined or to be tried according to the Course and practise of the said Court - Therefore it is Considered by

Judgment of non suit signed for the Defendants on the 13th March 1804.

by the said Court here that the said John take nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c and that the said John go thereof without day and it is further Considered by the said Court here that the said Bathoochaw Bagum alias Allaurkee Bagum Missre Bagum and Mootoo Comoroo Naick Recover against the said John One Hundred and Twenty Six Pagodas and Twenty four Fanams for their Costs and Charges by them about their defence in this behalf sustained adjudged by the Court here to the said Bathoochaw Bagum alias Allaurkee Bagum Missre Bagum and Mootoo Comoroo Naick at their request and that the said Bathoochaw Bagum alias Allaurkee Bagum Missre Bagum and Mootoo Comoroo Naick have their Execution thereof &c

And thereupon the said Bathoochaw Bagum alias Allaurkee Bagum Missre Bagum and Mootoo Comoroo Naick by Charles Walker their attorney sprays a writ of our Lord the King to be directed to the Sheriff of Madrasspatnam Commanding him that he Cause to be taken the bodys of Dillaykur Jung and Suncarampooram Soobaroy the Cutty in Satisfaction of their Costs and Charges by them laid out about their defence in this behalf so adjudged to them as aforesaid - and it is granted unto them returnable here on the 20th day of March Instant -

Commitment issued the 13th March 1804 against the Plaintiff for Costs -

First Term 1804

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon^ble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and four –

Fort St. George Madras ss } Yagappa Chitty puts in his Place Robert Orme his Attorney against Jagannaudan in a Plea of Trespass on the Case upon Promises –

Fort St. George Madras ss } The said Jagannaudam in his own person at the Suit of the said Yagappa Chitty in the Plea aforesaid –

Fort St. George Madras ss } Be it remembered that as of the Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Yagappa Chitty by Robert Orme his attorney and brought into the same Court then there his certain Plaint against Jagannaudan being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court in a Plea of Trespass on the case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George Madras ss – Yagappa Chitty by Robert Orme his Attorney Complains of Jagannaudan being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Hon^ble Court For that Whereas the said Jagannaudan heretofore to wit on the Twenty Sixth Chittary

Plaint in assumpsit filed 11th Jany 1804.

of

of Palavanga Year of the Hindoo being the Sixth day of May in the Year of Christ one Thousand Seven hundred and Eighty Seven at Fort St. George Madras aforesaid according to the Laws and Customs of the Hindoo Natives of Madras aforesaid made his Certain Note in Writing in the Malabar Language his own proper hand being thereto Subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Yagappa Chitty whereby the said Jagannaudan (by the Name and description of Jagannaudan Son of Terovalore Yavalappan Raumy Chitty of Veaupauny Cast of Madras) acknowledged to have borrowed and received of the said Yagappa Chitty (by the Name and description of Yagappa Chitty Son of Rangamauran Talesinga Chitty of the same Cast and Place) the Sum of one hundred and Seventeen Star Pagodas Current Money of Madras Which Sum he the said Jagannaudan did thereby engage to pay Monthly at one Pagoda per Month from the first Chittery of Keelaka Year or Eleventh April one Thousand Seven hundred and Eighty eight In Case of the failure of any one of the payments he the said Jagannaudan did bind himself to pay it to the said Yagappa Chitty on demand with all such Interest as should or might become due thereon at the rate of Nine per Cent per Annum Commencing from the date of the Execution of the said Note By Reason whereof and according to the Laws and Customs of such Hindoo Natives in that behalf the said Jagannaudan then and there became liable to pay to the said Yagappa Chitty the said Sum of Money Contained in the said Note according to the tenor and effect of the said Note and being so liable he the said Jagannaudan in Consideration thereof afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras

aforesaid

aforesaid undertook and then and there faithfully promised the said Yagappa Chitty to pay him the said Sum of Money Specified in the said Note according to the tenor and Effect of the said Note - And Whereas also the said Sagamaudan afterwards to wit on the Fourteenth day of January in the Year of Christ one thousand Seven hundred and Ninety eight at Fort Saint George Madras aforesaid was indebted to the said Yagappa Chitty in the Sum of Three hundred Star Pagodas of Current Money of Madras for so much Money by the said Yagappa Chitty before that time lent and advanced to the said Sagamaudan and at his special instance and request - And being so indebted he the said Sagamaudan in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Yagappa Chitty to pay him the said last Mentioned Sum of Money When he the said Sagamaudan should be thereunto afterwards requested - And Whereas also the said Sagamaudan afterwards to wit on the same day and year last aforesaid at Fort St. George Madras aforesaid accounted with the said Yagappa Chitty of and Concerning divers Other Sums of Money before that time due and owing from the said Sagamaudan to the said Yagappa Chitty and then being in arrear and unpaid - And upon that accounting the said Sagamaudan was then and there found to be in arrear and indebted to the said Yagappa Chitty in the further Sum of Three Hundred Star Pagodas of like Current Money and being so found in arrear and indebted he the said Sagamaudan in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort St. George Madras aforesaid undertook and then and there faithfully

promised

promised the said Yagappa Chitty to pay him the said last Mentioned Sum of Money when he the said Jagannaudan should be thereunto Requested - And Whereas also the said Jagannaudan afterwards to wit on the same day and Year last aforesaid at Fort St. George Madras aforesaid accounted with the said Yagappa Chitty of and Concerning divers other Sums of Money before that time due and owing from the said Jagannaudan to the said Yagappa Chitty and then being in arrear and unpaid - and upon that accounting the said Jagannaudan was then and there found to be in arrear and indebted to the said Yagappa Chitty in the further Sum of Three hundred Star Pagodas of like Current Money and being so found in arrear and indebted he the said Jagannaudan in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort Saint George aforesaid undertook and then and there faithfully promised the said Yagappa Chitty to pay him the said last Mentioned Sum of Money when he the said Jagannaudan should be thereunto afterwards Requested Yet the said Jagannaudan Not Regarding his said Several promises and Undertakings so by him made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Yagappa Chitty in this behalf hath not yet paid the said Several Sums of Money or any of them or any part thereof (altho' so to do he the said Jagannaudan was Requested by the said Yagappa Chitty to wit on the same day and year last aforesaid and often afterwards to wit at Fort St. George Madras aforesaid) But the said Jagannaudan to pay the said Several Sums of Money or any of them or any part thereof to the said Yagappa Chitty hath hitherto wholly refused and still doth refuse To the damage of the said Yagappa Chitty of Four hundred Star Pagodas and therefore

he

aforesaid undertook and then and there faithfully promised the said Yagappa Chitty to pay him the said Sum of Money Specified in the said Note according to the tenor and Effect of the said Note - And Whereas also the said Jagannaudan afterwards to wit on the Fourteenth day of January in the Year of Christ one thousand Seven hundred and Ninety eight at Fort Saint George Madras aforesaid was indebted to the said Yagappa Chitty in the Sum of Three hundred Star Pagodas of Current Money of Madras for so much Money by the said Yagappa Chitty before that time lent and advanced to the said Jagannaudan and at his special instance and Request - And being so indebted he the said Jagannaudan in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Yagappa Chitty to pay him the said last Mentioned Sum of Money When he the said Jagannaudan should be thereunto afterwards requested - And Whereas also the said Jagannaudan afterwards to wit on the same day and year last aforesaid at Fort St. George Madras aforesaid accounted with the said Yagappa Chitty of and Concerning divers other Sums of Money before that time due and owing from the said Jagannaudan to the said Yagappa Chitty and then being in arrear and unpaid - And upon that accounting the said Jagannaudan was then and there found to be in arrear and indebted to the said Yagappa Chitty in the further Sum of Three Hundred Star Pagodas of like Current Money and being so found in arrear and indebted he the said Jagannaudan in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort St. George Madras aforesaid undertook and then and there faithfully promised

promised the said Yagappa Chitty to pay him the said last Mentioned Sum of Money when he the said Jagannaudan should be thereunto Requested — And Whereas also the said Jagannaudan afterwards to wit on the same day and Year last aforesaid at Fort St. George Madras aforesaid Accounted with the said Yagappa Chitty of and Concerning diverse other Sums of Money before that time due and owing from the said Jagannaudan to the said Yagappa Chitty and then being in arrear and unpaid — and upon that accounting the said Jagannaudan was then and there found to be in arrear and indebted to the said Yagappa Chitty in the further Sum of Three hundred Star Pagodas of like Current Money and being so found in arrear and indebted he the said Jagannaudan in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort Saint George aforesaid undertook and then and there faithfully promised the said Yagappa Chitty to pay him the said last Mentioned Sum of Money when he the said Jagannaudan should be thereunto afterwards Requested Yet the said Jagannaudan not Regarding his said Several promises and undertakings so by him made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Yagappa Chitty in this behalf hath not yet paid the said Several Sums of Money or any of them or any part thereof (altho' so to do he the said Jagannaudan was Requested by the said Yagappa Chitty to wit on the same day and year last aforesaid and often afterwards to wit at Fort St. George Madras aforesaid) But he the said Jagannaudan to pay the said Several Sums of Money or any of them or any part thereof to the said Yagappa Chitty hath hitherto wholly refused and still doth refuse To the damage of the said Yagappa Chitty of Four hundred Star Pagodas and therefore he

he brings Suit &c.

And Now in this First Term in the Year one thousand eight hundred and four that is to say on the second day of February to which day was given as well to the said Yagappa Chitty as to the said Jagannaudan And the said Jagannaudan Says Nothing in bar or preclusion of the said action of the said Yagappa Chitty by which the said Yagappa Chitty remains therein undefended against the said Jagannaudan for which the said Yagappa Chitty ought to recover his Damages by occasion of the Premises And afterwards to wit on the Sixteenth day of the said Month of February in the Term last aforesaid the said Court having diligently enquired what Damages the said Yagappa Chitty hath sustained as well by the Means aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended do find and adjudge that the said Yagappa Chitty hath sustained Damages by occasion of the Premises over and above his Costs and Charges to Two hundred and thirty six Pagodas and thirty one Fanams and for those Costs and Charges to one hundred and fifteen Pagodas and fourteen Fanams

Judgment signed for the Plaintiff on the 14th day of march 1804—

Therefore it is Considered that the said Yagappa Chitty recover against the said Jagannaudan his Damages and Cost aforesaid by the Court aforesaid found and adjudged which Damages in the whole Amount to Three hundred and fifty two Pagodas And the said Jagannaudan in Mercy &c

mercy

And thereupon the said Yagappa Chitty by Robert Orme his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him

him that he cause to be taken the body of the said Jagannaudan in

Satisfaction of his debt and Costs – and this granted unto him returnable

here on the Twenty first day of March instant —

Ca: ad Satisfaciendum issued against the Defend.t on the 11th day of March 1804.

Reas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon^ble Sir Henry Gwillim Knight first Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four

Fort St. George Madras ss } Oliver Colt and James Balfour put in their place Robert orme their Attorney against Cavalcherry Ponnapah Chitty in a Plea of Debt -.

Fort St. George Madras . . } The said Cavalcherry Ponnapah Chitty in his own person at the Suit of the said Oliver Colt and James Balfour in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that in the first Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Oliver Colt and James Balfour by Robert orme their Attorney and brought into the said Court then there their certain Plaint against Cavalcherry Ponnapah Chitty in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these Words to wit Fort Saint George Madras ss Oliver Colt and James Balfour Complain of Cavalcherry Ponnapah Chitty of Madras Inhabitants, and as such Subject to the Jurisdiction of this Honorable Court of a Plea that he render to them the said Oliver Colt and James Balfour, Seven thousand and Two hundred Star Pagodas, which he the said Cavalcherry Ponnappah Chitty owes to and unjustly detains from them: For that Whereas the said Cavalcherry Ponnapah Chitty heretofore to wit on the Twenty Sixth day of October in the Year of our Lord one thousand eight hundred and two at Madras aforesaid by his certain writing

Plaint in debt filed 19: February 1803 -

writing obligatory sealed with the Seal of the said Cavalcherry Pounapah Chitty and to the Court now here Shewn, the date whereof is on the day and year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Oliver and James as Representative of William Balfour Esq.r deceased in the penal Sum of Seven thousand two hundred Star Pagodas, to be paid to the said Oliver and James when he the said Cavalcherry Pounapah Chitty should be thereunto afterwards required Yet the said Cavalcherry Pounapah Chitty (although often required &c.) hath not yet paid the said Sum of Seven thousand and Two hundred Star Pagodas above demanded to the said Oliver and James But to pay the same or any part thereof to the said Oliver and James or either of them, he the said Cavalcherry Pounapah Chitty hath hitherto wholly refused and still doth refuse to the Damage of the said Oliver and James of fifty Star Pagodas and therefore they bring Suit &c.

Judgment signed in favour of the Plaintiffs the 22.d March 1804

And Now in this Fourth Term in the Year of our Lord one thousand eight hundred and three that is to say on the twelfth day of September to which day was given as well to the said Oliver Colt and James Balfour as to the said Cavalcherry Pounapah Chitty to inform the Court of the Premises come the said Oliver Colt and James Balfour by their attorney aforesaid and the said Cavalcherry Pounapah Chitty altho' Solemnly demanded came not to

answer

answer nor did he say any thing in bar or preclusion of the said action of the said Oliver Colt and James Balfour by which the said Oliver Colt and James Balfour remain therein undefended against the said Cavalcherry Pommapah Chitty and the Justices of the said Court having heard the allegations of the Party Plaintiffs and examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiffs say that the said writing obligatory in the Plaint Mentioned is the Deed of the said Cavalcherry Pommapah Chitty as the said Oliver Colt and James Balfour have in their said Plaint in that behalf therein alledged - Therefore it is Considered that the said Oliver Colt and James Balfour do recover against the said Cavalcherry Pommapah Chitty their said Debt and also one hundred and Sixty four Pagodas and Twenty one Fanams for their Costs and Charges by the Court now here adjudged to the said Oliver Colt and James Balfour by their assent and the said Cavalcherry Pommapah Chitty in Mercy &c.

Mercy

And thereupon the said Oliver Colt and James Balfour by Robert Orme his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses, Lands, debts and other Effects which belong to the said Cavalcherry Pommapah Chitty the Sum of Three thousand eight hundred and Seventeen Pagodas Twenty Fanams and Sixty one Cash - and it is granted unto him returnable here on the 23d of April next.

Writ of Execution issued the 22d March 1804-

Supreme Court

Second ~~Xiew~~ Term 1804.

Record of Judgment

Roll 4th

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight Puisne Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the year of our Lord one thousand eight hundred and four -

Fort St. George Madras ..... } Coottambaukam Talesinga Modelliar of Madras Inhabitant puts in his place Townes Disney his attorney against Monel Peroomal in a Plea of Trespass on the Case -

Fort St. George Madras ... } The said Monel Peroomall puts in his place Charles Walker his attorney at the suit of the said Coottambaukam Talesinga Modelliar in the Plea aforesaid -

Fort St. George Madras ... } Be it remembered that in the Third Term in the year of Christ one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder) came Coottambaukam Talesinga Modelliar by Townes Disney his attorney and brought into the said Court then there his certain Plaint against Monel Peroomall in a Plea of Trespass on the Case which said Plaint in assumpsit filed August 22d 1801 - Plaint is as follows in these words Fort Saint George Madras to wit Coottambaukam Talesinga Modelliar of Madras Inhabitant by Townes Disney his attorney Complains of Monel Peroomall also of Madras Inhabitant and as such person Subject to the Jurisdiction of this Honble Court of a Plea of Trespass that he render to him the said Coottambaukam Talesinga Modelliar the sum of Sicca Eight Pagodas Twenty three Fanams and ~~thirty~~ two Cash lawful current Money of Madras which he owes to him for Principal and Interest at four Malabar Bond and which he unjustly

detains from him; for this That whereas the said Monel Paroomals on the Fifteenth day of April in the Year of our Lord one thousand Seven hundred and Ninety Eight at Madras aforesaid Made his Certain Native Malabar Bond with his proper hand thereunto Subscribed bearing date on the day and Year last abovementioned and then and there delivered the said Native Malabar Bond to the said Coottambaukum Talesinga Moodeliar by which said Native Malabar Bond (Now Shewn to the Court of our Lord the King here) he the said Monel Paroomal acknowledged to have borrowed and received of the said Coottambaukum Talesinga Moodeliar the Sum of Seventy Star Pagodas and did engage and agree to repay the same on Demand together with Interest for the same at the rate of Twelve per Cent per annum or when he should be thereunto afterwards required and being so liable he the said Monel Paroomal in Consideration thereof afterwards to wit on the day and Year last abovementioned at Madras aforesaid took upon himself and then and there faithfully promised the said Coottambaukum Talesinga Moodeliar that he the said Monel Paroomal would well and truly pay and Satisfy the said Coottambaukum Talesinga Moodeliar the said Sum of Seventy Star Pagodas and the Interest thereof amounting in the whole to the Sum of Sixty Eight Pagodas Twenty three Fanams and thirty two Cash according to the Tenor and Effect of the said Native Malabar Bond or written agreement- Yet the said Monel Paroomal not regarding his said promises and undertakings but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Coottambaukum Talesinga Moodeliar hath not yet paid the said Sum of Sixty eight Pagodas Twenty three Fanams and thirty two Cash or any part thereof to the said Coottambaukum Talesinga Moodeliar (although to do this the said Monel Paroomal afterwards the said day and Year last abovesaid at Madras aforesaid by the said Coottambaukum Talesinga Moodeliar was requested

best to pay the same the said Monel Parosmall hath altogether refused to the Damage of the said Coottambaukum Tallesinga Moodeliar one hundred Pounds Sterling and therefore he brings his Suit and So forth —

imparlance

And Now at this day that is to say on the Second day of April until which day the said Monel Parsomall had leave to impark to the said Plaint and then to answer the same &c as well the said Coottambaukum Tellesinga Moodelliar by his said attorney as the said Monel Parsomall by Charles Walters his attorney Comes before the Court here and the said Monel Parsomall defends the wrong and injury when &c and says Nothing in bar or Preclusion of the said action of the said Coottambaukum Tellesinga Moodelliar by which the said Coottambaukum Tellesinga Moodelliar remains therein undefended against the said Monel Parsomal,

Judgment signed in favour of the Plaintiff 26th March 1804.

therefore it is Considered by the Court here that the said Coottambaukum Tellesinga Moodeliar do recover against the said Monel Parsomal his said Debt amounting to the Sum of Seventy three Pagodas and also Ninety four Pagodas and Ten fanams for his Damages which he hath sustained as well by occasion of detaining the said Debt as for his Costs and Charges by him about his Suit in this behalf Expended Making together the Sum of one hundred and Sixty Seven Pagodas and ten fanams by the Court here adjudged to the said Coottambaukum Tellesinga Moodeliar by his assent and that he have Execution thereof and the said Monel Parsomal in mercy &c.

mercy

Ca. ad Satisfaciendum issued 21st May 1804

And thereupon the said Coottambaukum Tallesinga Moodeliar by Townes Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madrasapatnam Commanding him that he cause to be taken the body of the said Monel Parsomal in Satisfaction

of

Second Term 1804

of his Damages – and it is granted unto him returnable here
on the Thirtieth of may Instant –

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four-

Fort St. George Madras ss. } John Wright, Thomas Hurst and John Branson put in their place Charles Walters their attorney against Henry Brown and William Abbott being British Subjects and as such liable to the Jurisdiction of this Honble Court in a Plea of Debt-

Fort St. George Madras ss. } The said Henry Brown and William Abbott put in their place Emanuel Samuel their attorney at the Suit of the said John Wright, Thomas Hurst and John Branson in the Plea aforesaid-

Fort St. George Madras } Be it remembered that of the Twenty second day of august in the Vacation after the Third Term in the Year one thousand eight hundred and three before the Supreme Court of Judicature at Madras came John Wright, Thomas Hurst and John Branson by Charles Walters their attorney and brought into the said Court then and there their certain Plaint against Henry Brown and William Abbott in a Plea of Debt and there are Pledges for Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words

Fort St. George

Plaintiffs debt filed 22d augst 1803 -

Fort St. George Madras John Wright Thomas Hurst and John Branson by Charles Walters their attorney Complain of Henry Brown and William Abbott being British Subjects and as such liable to the Jurisdiction of this Honble Court of Sea that they render to the said John Wright, Thomas Hurst and John Branson three thousand Star Pagodas and eighteen fanams Current Money of Madras which they owe to and unjustly detain from them - For that whereas they the said Henry Brown and William Abbott together with one John Wrangham late of Madras Esquire (against which said John Wrangham a judgment in the Nature of a judgment of outlawry hath been in due Manner pronounced and is now in force in this Honble Court heretofore to wit on the Seventh day of July in the Year one thousand Seven hundred and Ninety eight at Fort Saint George aforesaid by their Certain writing obligatory Sealed with the Seals of them the said ~~John Wrangham~~ Henry Brown and William Abbott and to the Court now here Shewn the Date whereof is the same day & Year aforesaid acknowledged themselves to be held and firmly bound unto them the said John Wright, Thomas Hurst and

John

and John Branson by the partnership Name and Description of Messieurs Wrights, Hurst and Branson in the sum of Three Thousand Star Pagodas and Eighteen Fanams to be paid to the said John Wright Thomas Hurst, and John Branson, when they the said ~~John Wrangham~~, Henry Brown and William Abbott should be thereto afterwards Requested Yet they the said ~~John Wrangham~~, Henry Brown and William Abbott altho' often Requested have not nor hath any or either of them yet paid the said Sum of Three Thousand Star Pagodas and Eighteen Fanams or any part thereof to them the said John Wright, Thomas Hurst and John Branson or to any or either of them but have wholly refused and still do refuse so to do to the damage of them the said John Wright, Thomas Hurst and John Branson of one Hundred Star Pagodas and thereof they bring Suit - &c

imparlance

And afterwards to wit in the first Term of this present Year one Thousand eight Hundred and four in the said Supreme Court of Judicature at Madras till which Term the said Henry Brown & William Abbott had leave to impark to the said Plaints and then to answer the same came as well the said John Wright, Thomas Hurst and John Branson by their Attorney as the said Henry Brown and William Abbott by Emanuel Samuel their attorney - and the said Henry and William

84

Plea filed 8th February 1804 -

William Defend the wrong and injury when &c and say that the said Writing obligatory in the said Plaint of the said John Wright, Thomas Hurst and John Branson above mentioned is not the Deed of the said John Wrangham and of them the said Henry and William and of this the said Henry and William put themselves upon the Court -

And afterwards to wit in the said first term in the same Year came the parties aforesaid by their attornies aforesaid and thereupon the said John Wright, Thomas Hurst, and John Branson as to the said Plea of the said William Abbott and Henry Brown by them above pleaded, and whereof they put themselves upon the said Court do so likewise -

Replication filed 13th Febry 1804 -

Issue Joined

And Now in this Second Term in the Year one thousand eight hundred and four that is to say on the twenty second day of March until which time was given as well to the said John Wright, Thomas Hurst and John Branson as to the said William Abbott and Henry Brown to inform the Court of the premises came the parties by their respective attornies and the Justices having heard the Allegations of the respective parties and Examined the truth thereof and duly considered the Evidence produced on both sides say that the writing obligatory in the said Declaration Mentioned is the Deed of them the said

William

William Abbott and Henry Brown and the said John Bransom in the said Declaration also Mentioned and do adjudge that they the said John Wright, Thomas Hurst and John Branson do recover against them the said William Abbott and Henry Brown their debts aforesaid and also one Hundred and Forty Pagodas and Thirty one Fanams for their damages which they have sustained as well by Occasion of detaining the said debts as for their Costs and Charges by them about their Suit in that behalf Expended and that they the said John Wright, Thomas Hurst and John Branson have their Execution against them the said William Abbott and Henry Brown-

Judgment signed in favour of the Plaintiffs the 22d. March 1804

Fourth Term in the year of our Lord 1804-

In the Supreme Court Madras Plea side

Madras to wit - Satisfaction is acknowledged between John Wright, Thomas Hurst and John Branson Plaintiffs and Henry Brown and William Abbott Defendants for Pagodas Two Thousand Six Hundred and Seventy - and forty Fanams debt and damages -

Satisfaction Piece filed the 6th November 1804 -

Judgment of the Second Term 1804 -

J. Sutherland
attorney for the Plaintiffs by warrant dated 19th April 1804 -

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - and the Honble Sir Henry Gwillim Knight Puisne Justice - of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the year one thousand eight hundred and four -

Fort St. George Madras ... } Carevadoo Vencataranga pillay puts in his place Charles Walters his attorney against Sallah Kistnian being an Hindoo Inhabitant of Madras in a Plea of Trespass on the Case -

Fort St. George Madras ... } The said Sallah Kistnian in his person at the suit of the said Carevadoo Vencataranga Pillay in the Plea aforesaid -

Fort St. George Madras ... } Be it remembered that as of the 12th day of November one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Carevadoo Vencataranga pillay by Charles Walters his attorney and brought into the same Court then here his certain Plaint against Sallah Kistnian in a Plea of Trespass on the Case " " and there are Pledges to prosecute, to wit, John Doe and Richard Roe which said Plaint follows in these words to wit, Madras, to wit, Caravadoo Vencataranga pillay by Charles Walters his attorney complains of Sallah Kistnian being an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court - For that Whereas the said Carevadoo Vencataranga heretofore and before the making of the promises and undertaking hereinafter first Mentioned to wit on

Plaint in assumpsit filed 12th November 1803 -

Second Term 1804

on the Twentieth day of March in the Year of Christ one Thousand eight Hundred and one Lad Prosecuted and was then prosecuting against the said Sallah Kistnier a Certain action of Trespass upon the Case upon Promises in the Lake Court of the Recorder of Madras and Lad Expended divers large Sums of Money for his Costs and Charges in and about the Prosecution of that action and thereupon afterwards and while the said Suit was depending and before the same was determined to wit on the same day and year aforesaid in Consideration that the said Carevadoo Vencataroya at the Special instance and request of the said Sallah Kistnier had then and there agreed not further to prosecute or proceed in the said Suit in that behalf but to forbear therefrom he the said Sallah Kistnier then and there undertook and to the said Carevadoo Vencataranga faithfully promised to pay to him the Sum of one Thousand Three Hundred and Sixty Nine Pagodas Fifteen Fanams and twenty Cash Current Money of Madras at two Several time of payment both of which time of payment are long since passed to wit on or before the Thirtieth of September one Thousand eight Hundred and Two the Sum of Six Hundred Pagodas the Sum of Seven Hundred and Sixty Nine Pagodas Fifteen Fanams and Twenty Cash on or before the Thirty First day of January one Thousand eight Hundred and three and the Interest at the rate mentioned in the Bond on or before the Thirty first of March in the said Year one Thousand eight Hundred and Three which also is long since expired - And Whereas the said Sallah Kistnier afterwards to wit on the said first day of August one Thousand eight Hundred and Two by his Certain Note in Writing in the Malabar Language according to the Customs of the

Windas

Hindoo natives of India the date whereof is the same day and Year last aforesaid reciting that the principal of the Bond given by him the said Sallah Kistnier under date the Twenty Sixth day of July one thousand Seven hundred and Ninety Seven was Pagodas one thousand Seven hundred and thirteen fifteen fanams and forty Cash and the Charges attending was sixty two Pagodas making in all the Sum of Pagodas one thousand Seven hundred and Seventy five, fifteen fanams and forty Cash, and deducting therefrom the Sum of Four hundred and Six Pagodas which was paid that the remainder was the Sum of one thousand three hundred and sixty nine Pagodas fifteen fanams and forty Cash which last mentioned Sum the said Sallah Kistnier did thereby engage to repay to the said Canavadoo Vencataranga in different payments that is to say the Sum of Six hundred Pagodas on or before the thirtieth September then next ensuing the Sum of Seven hundred and sixty nine Pagodas fifteen fanams and forty Cash on or before the thirty first January one thousand eight hundred and three and interest agreeable to the Bond on or before the thirty first March in the said Year one thousand eight hundred and three by reason whereof and by force of the laws and Customs of such Hindoo Natives of India the said Sallah Kistnier became liable to pay to the said Canavadoo Vencataranga the said Sum of Money Mentioned in the said Note with interest as aforesaid according to the tenor and effect thereof and being so liable he the said Sallah Kistnier in Consideration thereof afterwards to wit on the same

day

Day and Year aforesaid at Madras aforesaid undertook and to the said Carevadoo Vencataranga faithfully promised to pay him said Sum of Money in the said Note with interest according to the tenor and Effect thereof. And Whereas also the said Sallah Kistnier afterwards, to wit, on the same day and year aforesaid at Madras aforesaid, accounted together with the said Carevadoo Vencataranga of and Concerning diver other Sums of Money before that time due and Owing from the said Sallah Kistnier to the said Carevadoo Vencataranga and then being in arrear and unpaid and upon which account, the said Sallah Kistnier was then and there found in arrear and indebted to the said Carevadoo Vencataranga in another large Sum of Money to wit, the Sum of Other Five Thousand Pagodas of like Current Money of Madras and being so found in arrear and he the said Sallah Kistnier in Consideration thereof, afterwards to wit, on the same day and year aforesaid, at Madras aforesaid undertook, and then and there faithfully promised the said Carevadoo Vencataranga to pay him the said last Mentioned Sum of Money, when he the said Sallah Kistnier should be thereto afterwards requested. Yet the said Sallah Kistnier not regarding his said Several promises and Undertakings so by him Made in his behalf as aforesaid, but Contriving, and fraudulently intending, craftily and subtilly to deceive and defraud the said Carevadoo Vencataranga in this behalf, hath not as yet paid the said Several Sums of Money or any part thereof, to the said Carevadoo Vencataranga (although to do,

he

he the said Sallah Kistnier was often requested by the said Carvadoo Vencataranga afterwards, to wit, on the same day and Year aforesaid, and often afterwards, to wit, at Madras aforesaid) but he to do this hath hitherto wholly refused, and still refuses so to do, To the said Carvadoo Vencataranga his damages of Five thousand Pagodas and therefore he brings his Suit &c

And Now in this first Term in the year of our Lord one Thousand eight hundred and four that is to say on the fifteenth day of February to which day was given as well to the said Carvadoo Vencataranga Pillay as to the said Sallah Kistnier to inform the Court of the premises comes the said Carvadoo Vencataranga pillay by his said attorney, and the said Sallah Kistnier altho solemnly demanded came not to answer nor did he say anything in bar or preclusion and so forth and the said Justices having heard the Allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff Say that the said Sallah Kistnier did Undertake and promise in Manner and form as the said Carvadoo Vencataranga pillay hath in that behalf above Complained against him - And do adjudge that the said Carvadoo Vencataranga pillay do recover against the said Sallah Kistnier the Sum of one thousand six hundred and thirty two Pagodas fifteen Fanams and twenty Cash for his damages occasioned by the non performance of the premises and Undertakings aforesaid and also the Sum of Ninety Eight Pagodas and thirty nine Fanams for the Costs and Charges of him the said Carvadoo Vencataranga pillay which he hath been put to about his Suit in that behalf which said damages and Costs amount in

the

Judgment signed this 10th day of April 1804 in favour of the Plaintiff -

the Whole to the Sum of one Thousand Seven hundred and thirty one Pagodas nine Fanams and twenty Cash and that he said Carevadoo Vencatarangapillay have his Execution thereof against the said Sallah Kistnier &c

And thereupon the said Carevadoo Vencatarangapillay by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, debts and other Effects which belong to the said Sallah Kistnier the Sum of one Thousand Seven hundred and thirty one Pagodas nine Fanams and Twenty Cash - and it is granted unto him returnable here on the Eleventh May next

Writ of Execution Issued on the 11th April 1804

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one Thousand eight Hundred and four -

Fort St George Madras ss - } Comarappa Moodelliar puts in his place Robert orme his attorney against Pootlore Vencatachellum being an Hindoo Inhabitants of Madras and as such Subject to the Jurisdiction of this Honorable Court in a Plea of Trespass on the Case &c

Fort St George Madras ss } The said Pootlore Vencatachellum in his own Person at the Suit of the said Comarappa Moodeliar in the Plea aforesaid -

Fort St George Madras ss } Be it Remembered that as of the fourth Term in the Year of our Lord one Thousand eight Hundred and three before the said Supreme Court of Judicature at Madras came Comarappa Moodaliar by Robert orme his Attorney and brought into the same Court then there his Certain Plaint against Pootlore Vencatachellum being an Hindoo Inhabitants of Madras and as such Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case &c and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit - Fort Saint George Madras

Plaint in assumpsit filed 29th October 1803 -

Madras ss. Comarappa Moodeliar by Robert Orme his Attorney Complains of Pootlore Vencatachellum being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court for that Whereas the said Pootlore Vencatachellum by the Name and description of Vencatachellum Son of Pootlore Ninappa Moodeliar of Madras heretofore to wit on the Ninth Caurtega of Doormady Year of the Hindoos, being the Nineteenth day of November in the Year of Christ One Thousand eight hundred and one at Fort Saint George Madras aforesaid according to the Laws and Customs of the Hindoo Natives of Madras aforesaid made and Executed to the said Comarappa Moodeliar (by the Name and description of Comarappa Moodeliar Son of Tottecaly Kelava Reddyar of the same place) his Certain Note in writing in the Malabar Language his own proper hand being thereto Subscribed, bearing date the same day and year aforesaid and then and there delivered the said Note to the said Comarappa Moodeliar whereby after reciting that Tandalam Mookah Moodeliar Tottecaly Varadappa Moodeliar and Candappa Moodeliar of the same place Executors of Tamappa Moodeliar had in consequence of the urgent occasion relative to the Estate Debts of Pootlore Tamappa Moodeliar deceased borrowed a Sum of Money by Mortgaging two Choultry Bills of sale obtained in the Name of Pootlore Tamappa Moodeliar deceased for the House Situated at Peddah Naick's Pettah in Yacaumbaram Street between the Houses of Mangottoy and Vencaty and that the amount of the Principal and Interest due to the said Comarappa Moodeliar to that day for the Bond so Executed by them after having deducted the Interest which was

Exempted

Caempled was four hundred and Sixty eight and an Half Star Pagodas
for which Sum he the said Pootlore Vencatachellum Had Mortgaged
to the said Comarappa Moodeliar the same Two Choultry Bills of
Sale aforesaid which were Mortgaged by them, he the said Pootlore
Vencatachelum did engage to pay the said Sum of Four hundred
and Sixty eight and an Half Pagodas on or before the Thirtieth Dye
of Tenth February and in Case of delay of the Payment the said
Comarappa Moodeliar was Hereby Empowered to Prosecute in the
Court and Recover the Principal together with all such Interest
as should or might become due thereon at the rate of Twelve
Per Cent per Annum Commencing from the First Mansy of
Nala Year or Eleventh February one thousand Seven hundred
and Ninety Six by Selling the said House By Reason whereof
and according to the Laws and Customs of such Hindoo Natives
in that behalf the said Pootlore Vencatachellum then and there became
liable to pay to the said Comarappa Moodeliar the said Sum of
Four hundred and Sixty eight and an Half Star Pagodas in the
said Note Mentioned, according to the tenor and Effect of the
said Note and being so liable he the said Pootlore Vencata=
= chellum in Consideration thereof afterwards to wit on the same
day and Year first aforesaid at Fort Saint George Madras
aforesaid undertook and then and there faithfully promised the said
Comarappa Moodeliar to pay him the said Sum of Four hundred
and Sixty eight and an half Star Pagodas in the said Note Mentioned
according to the tenor and Effect of the said Note — And Whereas

also

also the said Pootlore Vencatachellum afterwards to wit on the Tenth day of February in the Year of Christ one Thousand eight hundred and two at Fort Saint George Madras aforesaid was indebted to the said Comarappa Moodeliar in the Sum of Eight hundred Star Pagodas of lawful Current Money of Madras for so much Money by the said Comarappa Moodeliar before that time lent and advanced to the said Pootlore Vencatachellum and at his Special instance and request - And being so indebted he the said Pootlore Vencatachellum in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Comarappa Moodeliar to pay him the said last mentioned Sum of Money when he the said Pootloor Vencatachellum should be thereunto afterwards requested - And whereas also the said Pootlore Vencatachellum afterwards to wit on the same day and Year last aforesaid was indebted to the said Comarappa Moodeliar in the further Sum of Eight hundred Star Pagodas of like Current Money for so much Money by the said Comarappa Moodeliar before that time laid out Expended and paid for the said Pootlore Vencatachellum and at his Special instance and request and being so indebted he the said Pootlore Vencatachellum in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Comarappa Moodeliar to pay him the said last mentioned Sum of Money

when

When he the said Pootlore Vencatachellum should be thereunto afterwards
requested — And whereas also the said Pootlore Vencatachellum
afterwards to wit on the same day and year last aforesaid at
Fort Saint George Madras aforesaid was indebted to the said Comarappa
Moodeliar in the further Sum of Eight hundred Star Pagodas of
like Current Money for so much Money by the said Pootlore
Vencatachellum before that time had and received to and for the
use of the said Comarappa Moodeliar And being so indebted
he the said Pootlore Vencatachellum in Consideration thereof
afterwards to wit on the same day and year last aforesaid at
Fort Saint George Madras aforesaid undertook and then and there
faithfully promised the said Comarappa Moodeliar to pay him
the said last mentioned Sum of Money when he the said Pootlore
Vencatachellum should be thereunto afterwards requested —
And whereas also the said Pootlore Vencatachellum
afterwards to wit on the same day and year last aforesaid
at Fort Saint George Madras aforesaid accounted with the
said Comarappa Moodeliar of and Concerning divers other
Sums of Money before that time due and Owing from the said
Pootlore Vencatachellum to the said Comarappa Moodeliar
and then being in arrear and unpaid — And upon that
accounting the said Pootlore Vencatachellum was then and there
found to be in arrear and indebted to the said Comarappa
Moodeliar in the further Sum of eight hundred Star Pagodas
of like Current Money and being so found in arrear and
indebted he the said Pootlore Vencatachellum in Consideration thereof
afterwards

afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Comarappa Moodelliar to pay him the said last Mentioned Sum of money when he the said Pootlore Vencatachellum should be thereunto afterwards requested - Yet the said Pootlore Vencatachellum not regarding his said Several Promises and Undertakings so by him made in Manner and form aforesaid but Contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Comarappa Moodelliar in this behalf hath not yet paid the said Several Sums of Money or any of them or any part thereof to the said Comarappa Moodeliar (although so to do he the said Pootlore Vencatachellum was requested by the said Comarappa Moodeliar to wit on the same day and Year last aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid) But the said Pootlore Vencatachellum to pay the same or any of them or any part thereof to the said Comarappa Moodeliar hath hitherto wholly refused and still doth refuse To the Damage of the said Comarappa Moodeliar of nine Hundred and ninety five Star Pagodas and therefore he brings Suit &c.

Judgment signed in favour of the Plaintiff this 16th April 1804 -

And Now at this day that is to say on the Twenty first day of March in this same Second Term the said Pootlore Vencatachellum in his own Person Comes and says that he cannot deny the said action of the said Comarappa Moodeliar nor but that he did Undertake and promise in Manner and form as the said Comarappa Moodeliar hath above thereof Complained against him nor but that he the said Comarappa Moodeliar hath sustained Damages by Occasion of the non performance of the said Several promises and Undertakings to nine Hundred and ninety five Star Pagodas as he the said Comarappa Moodeliar hath above in his said

said Plaint Supposed and Thereupon the said Comarappa Moodeliar
prays that the said Damages so acknowledged together with his
Expences and Costs laid out by him about his Suit in this
behalf may be adjudged to him &c. Therefore it is Considered
that the said Comarappa Moodeliar Recover against the said Poolore
Vencatachellum his Damages aforesaid so by him in Form aforesaid
acknowledged and also Sixty two Pagodas and Four Fanams
for his Costs and charges by the Court here adjudged to the said
Comarapah Moodeliar by his assent which said Damages
in the whole amount to Six Hundred and Sixty three Pagodas
and Twenty Six Fanams and the said Poolore Vencatachellum
in Mercy &c

mercy

And Thereupon the said Comarappa Moodeliar by his
Attorney prays a writ of our Lord the King to be directed to the
Sheriff of Madraspatnam to Cause him to levy and make of the
Houses Lands debts and other Effects which belong to the
said Poolore Vencatachellum the Sum of Six Hundred and Sixty three
Pagodas and Twenty Six Fanams and it is granted unto him
Returnable here on the 16th May next -

Writ of Execution
issued the 16th
April 1804 -

Second Term 1804 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four

Fort St. George Madras - Ss. } Vechore Chellapaty Naicker of Madras Inhabitant puts in his place Emanuel Samuel his attorney against Annaumaly also of Madras Inhabitant in a Plea of Trespass on the Case -

Fort St. George Madras Ss } The said Annaumaly puts in his place Townes Disney his attorney at the suit of the said Vechore Chellapaty Naicker in the plea aforesaid -

Fort St. George Madras Ss } Be it remembered that in the First Term in the Year of Christ one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Vechore Chellapaty Naicker by Emanuel Samuel his attorney and brought into the said Court then and there his Certain Plaint against Annaumaly in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Madras to wit Vechore Chellapaty Naicker of Madras Inhabitant by Emanuel Samuel his attorney Complains of Annaumaly of Madras Inhabitant and as such a Person Subject to the Jurisdiction of this Honble Court of a Plea of trespass on the Case - For that Whereas on Veeroyee Ammy in her life time (who is Now deceased) to wit on the thirteenth day

Plaint in assumpsit filed the 25th Feby 1804 -

of

No 19

1788
1802
1804

Supreme Court

Second Term 1804

Record of Judgments

Roll 5th

of the Month Caurlega in the Malabar Year Roodrotecaury (Corresponding with the twenty Sixth day of November in the Year of Christ one Thousand Eight Hundred and three) to wit at Madras Made her certain Instrument in Writing in the Malabar Language purporting to be and Commonly called a Malabar Mortgage Bond her own proper hand being thereunto Subscribed and bearing date the day and year aforesaid and then and there Delivered the same Instrument in writing to the said Chellapaty by which said Instrument in writing the said Veerayee Ammy (by the name and Addition of Veerayee Ammee wife of Canapaty Chitty of Madras) acknowledged that on the day of the making thereof she had in Consequence of her Urgent Occasion mortgaged to the said Vechore Chellapaty Naicker (by the name and addition of Vitchore Chellapaty Naicker of the same place) her two Houses Situated at Mootteela Patah in the Street of Delalcaun in East Line between the Houses of Sakoosane and Sadivandan - the Measurement of one of the Houses on the South Side being in length from East to West Thirty five English feet and in breath from North to South eighteen and an half feet the Dimension of the other House Adjoining on the North side being in length from East to West Thirty Six feet and in breadth from North to South eighteen feet (In all two Houses or Buildings) together with two Choultry Bills of Sale obtained in the Names of the Father in Law Summaga Chitty and the Husband Canapaty Chitty of her the said Veerayee Ammy for the

said

said two Houses and (on that Mortgage) borrowed and Received of the said Chellapaty (in ready Cash the Sum of one Hundred and fifty Star Pagodas Current Money of Madras which Sum the said Veeroyee Ammy did by the said Instrument in Writing engage to repay to the said Chellapaty on Demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per annum By Means whereof the said Veeroyee Ammy became liable to pay to the said Chellapaty the said Sum of Money in the said Instrument in writing Specified according to the tenor and Effect of the said Instrument in writing - And whereas afterwards to wit on the fourth Thye of the Malabar Year Rodrotecarry answering to the fourteenth day of January in the year of Christ one Thousand eight Hundred and four to wit at Madras the said Annaumaly made his Certain Instrument in writing in the Malabar Language purporting to be and Commonly called an Agreement his own proper hand being thereunto Subscribed and bearing date the day and Year last aforesaid and then and there delivered the same Instrument in writing last Mentioned to the said Chellapaty by which said Instrument in writing last Mentioned the said Annaumaly (by the Name addition and Description of Annaumaly Uncle of Summoga Chitty the Father of Canapaty Chitty Husband of Veeroyee Ammy of Madras) Engaged himself to pay the principal and Interest of the Money borrowed from the said Chellapaty by Veeroyee Ammy by Mortgaging the Houses on demand agreeable to the Bond given by her the said Veeroyee Ammy and Whereas the said

of Sale Mortgaged to the said Chellapaty - and the said Chellapaty owes that the Money borrowed from him by Veeroyee Ammy by Mortgaging the Houses (which is in the said Agreement mentioned) was and is the sum of one hundred and fifty Star Pagodas Mentioned in the said Instrument in writing purporting to be and Commonly Called a Malabar Mortgage Bond of the said Veeroyee Ammy above Mentioned wherein the said Annaumaly afterwards to wit on the same day and year last aforesaid at Madras aforesaid had Notice - By Means of which premises the said Annaumaly became liable to pay when he should be thereunto afterwards requested to the said Chellapaty the principal and Interest of the said Sum of Money in the said Instrument in writing purporting to be and Commonly called a Malabar Mortgage Bond Specified and being so liable he the said Annaumaly in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Chellapaty to pay him the principal and Interest of the said Sum of Money so Specified in the said Instrument in writing purporting to be and Commonly called a Malabar Mortgage Bond whenever after the giving of the said Instrument in writing in the Malabar Language purporting to be and Commonly called an Agreement he the said Annaumaly should be thereunto

Requested - And Whereas afterwards to wit on the same day and Year last aforesaid at Madras aforesaid one Veerayee Ammy Wife of Canapaty Chitty had before that time borrowed of the said Chellapaty a Principal Sum of one Hundred and fifty Pagodas of the Current Money of Madras To be repaid to the said Chellapaty upon Request - with all such Interest as should or Might become due thereon at the rate of Twelve per Cent by the Year - and the said Veerayee Ammy had given a Certain Note in writing in the Malabar Language her own proper hand being thereunto Subscribed bearing date the Twenty Sixth day of November in the Year of Christ one thousand Eight Hundred and three - whereby She the said Veerayee Ammy engaged to repay to the said Chellapaty upon Demand the said Last mentioned Sum of one Hundred and fifty Pagodas with Interest at the rate aforesaid - and thereupon afterwards to wit on the Fourteenth day of January in the Year one thousand Eight Hundred and four the said Annaumaly by an agreement in writing signed by him bearing date on the day and Year last aforesaid engaged himself to pay to the said Chellapaty the principal and interest of the same Money last Mentioned agreeable to the Note in writing last aforesaid when he the said Annaumaly should be thereunto afterwards Requested - By Means of which premises the said Annaumaly then and there became liable according to the

D°

Laws and Customs of such Hindoo Natives of India to pay to the said Chellapaty the said Principal Sum of one Hundred and fifty Pagodas and all such Interest as had should or might become due thereon at the rate of twelve per Cent per annum Whenever he the said Annaumaly should be thereunto Requested – And being so liable he the said Annaumaly in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chellapaty to pay him whenever he the said Annaumaly should be thereunto afterwards Requested the said Principal Sum of one Hundred and fifty Star Pagodas and all such Interest as had should or might become due thereon at the rate of twelve per Cent per annum – And whereas the said Annaumaly afterwards to wit on the twelfth Hye of Roodrokecaury Year answering to the twenty Second day of January in the Year of Christ one thousand Eight Hundred and four to wit at Madras made his certain Other Instruments in writing in the Malabar Language his own proper hand being thereunto Subscribed and bearing date the day and year last aforesaid – and then and there delivered the same Instruments in writing last mentioned to the said Chellapaty – by which said Instruments in writing last Mentioned the said Annaumaly acknowledged that on the day of the Making thereof he had in Consequence of the Charges attending Carmaunteram or Funeral Ceremony of Veeroyee Ammy Borrowed of the said Chellapaty (by the Name of Chellapady Naicker) the Sum of ten Star Pagodas and did thereby Engage to Repay to the said Chellapaty the same Sum

on Demand with all such Interest as should or might become due thereon at the rate of twelve per Cent By Means whereof the said Annaumaly became liable to pay to the said Chellapaty the said Sum of Money in the said last Mentioned Instrument in writing Specified according to the tenor and Effect of the said last Mentioned Instrument in writing — And being so liable he the said Annaumaly in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chellapaty to pay him the said Sum of Money in the said last mentioned Instrument in writing Specified according to the tenor and Effect of the said last Mentioned Instrument in writing — And Whereas the said Annaumaly afterwards to wit on the first day of February in the Year of Christ one thousand Eight hundred and four aforesaid at Madras aforesaid was indebted to the said Chellapaty in the Sum of five hundred Star Pagodas of the Current Money of Madras for Money by the said Chellapaty before that time lent and advanced to the said Annaumaly and at his special instance and Request — And being so indebted he the said Annaumaly in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chellapaty to pay him the said last Mentioned Sum of Money when he the said Annaumaly should be thereto afterwards Requested And Whereas the said Annaumaly afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was

indebted to the said Chellapaty in the further Sum of five hundred Star Pagodas of like lawful Current Money of Madras for money by the said Chellapaty before that time laid out Expended and paid for the said Annaumaly and at his Like Special instance and Request - And being so indebted he the said Annaumaly in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chellapaty to pay him the said last Mentioned Sum of Money, when he the said Annaumaly should be thereto afterwards Requested - And Whereas also the said Annaumaly afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Chellapaty in the further Sum of Five hundred Star Pagodas of the like Current Money of Madras for Money by the said Annaumaly before that time had and received to the use of the said Chellapaty - And being so indebted he the said Annaumaly in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chellapaty to pay him the said last Mentioned Sum of Money, when he the said Annaumaly should be thereto afterwards Requested - And whereas the said Annaumaly afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Chellapaty of and Concerning divers other Sums of Money before that time due and Owing from the said Annaumaly to the said Chellapaty then being in arrear and unpaid and upon that accounting

the said Annaumaly was then and there found to be in arrear and indebted to the said Chellapaty in the further Sum of Five Hundred Star Pagodas of the like Current Money of Madras and being so found in arrear and indebted, he the said Annaumaly in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Chellapaty to pay him the said last mentioned Sum of Money when he the said Annaumaly should be thereto afterwards requested - Yet the said Annaumaly not regarding his said several promises and Undertakings so by him in manner and form aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Chellapaty in this behalf hath not yet paid the said several Sums of Money or any or either of them or any part thereof to the said Chellapaty (although so to do he the said Annaumaly was requested by the said Chellapaty afterwards to wit on the same day and year last aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Chellapaty the said Annaumaly hath hitherto wholly refused and still doth refuse to the damage of the said Chellapaty of Five Hundred Star Pagodas and therefore he brings his Suit &c

imparlance

And now at this day that is to say on the Twenty first day of March in this Second Term in the Year of Christ one thousand eight hundred and four. until which day the said Annaumaly had leave to impark to the said Plaint of the said Chellapaty and then to Answer the same &c As well the said Chellapaty

his Attorney do Come before the Court here - And the said Annaumaly defends the Wrong and injury when &c And says that he Cannot deny the said Action of the said Chellapaty nor but that he said Annaumaly did Undertake and promise in Manner and form as the said Chellapaty hath above Complained against him - nor but that he said Chellapaty hath sustained damage on occasion of the not performing the said promises and undertakings of the said Annaumaly in the said Plaint mentioned to one hundred and Sixty four Pagodas and forty one fanams (parcel of the damages in the said Plaint alledged) besides his Costs and Charges by him about his Suit in this behalf Expended - And thereupon the said (Relinquishing the residue of the damages which are alledged in and by his said Plaint to have been sustained) Says judgment and his damages so acknowledged together with his said Costs and Charges to be adjudged to him &c Therefore it is Considered that he said Chellapaty do recover against the said Annaumaly his damages aforesaid to the said sum of one hundred and Sixty four Pagodas and forty one fanams in form aforesaid acknowledged and also Seventy Pagodas and Twenty fanams for his said Costs and Charges by the Court

Judgment signed in favour of the Plaintiff the 5th " April 1804 -

here adjudged to the said Chellapaty and by his assent which said damages Costs and Charges amount in the Whole to Two Hundred and Thirty five Pagodas and Seventeen Fanams and the said Annaumaly in mercy &c

mercy

And thereupon the said Vechore Chellapaty Naicker by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts, and other Effects which belong to the said Annaumaly the Sum of Two Hundred and Thirty five Pagodas and Seventeen Fanams - and it is granted unto him. Returnable here on the eighth May next -

Writ of Execution issued the 17th April 1804 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one Thousand eight hundred and four —

Fort St George Madras ss } Vencata Runga pilla Executor of the last Will and Testament of Daumodra Pillay puts in his place Charles Walters his attorney to prosecute against Pego Teaugaroya Chitty in a Plea of Trespass on the Case —

Fort St George Madras ss } The said Pego Teaugaroya Chitty in his person at the suit of the said Vencata Runga pilla Executor aforesaid, in the plea aforesaid —

Fort St George Madras ss } Be it Remembered that on the 25th day of October in the Vacation after the Fourth Term in the Year one Thousand eight hundred and three — before the said Supreme Court of Judicature at Madras came Vencata Runga Pilla Executor of the Last Will and Testament of Daumodura Pillay by Charles Walters his attorney and brought into the same Court then there his Certain Plaint against Pego Teagaroy Chitty in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words — Fort St George Madras — Vencata Runga pilla Executor of the Last Will and Testament of Daumodura Pillay by Charles Walters his attorney Complains of Pego Teagaroy Chitty being an Inhabitant of Madras and as such a person liable to the Jurisdiction

Plaint in assumpsit filed 25th October 1803 —

Jurisdiction of this Honble Court - For that Whereas the said Teagaray Chitty in the life time of the said Daumodara Pillay to wit on the Eighth day of January in the Year one thousand Eight Hundred at Madras aforesaid by his Certain Note in writing in the Malebar Language according to the Custom of such Hindoo Natives of India the date whereof is the same day and Year aforesaid acknowledged to have borrowed and received of the said Daumodara Pillay the sum of three thousand Seven Hundred and twenty nine Star Pagodas Current Money of Madras which said Sum the said Teagaray Chitty did thereby engage to repay to the said Daumoodara Pillay on demand with all such interest as should or might become due thereon at and after the rate of Twelve per Cent per annum to wit at Madras aforesaid by reason whereof and by force of the Laws and Customs of such Hindoo Natives of India he the said Teagaray Chitty became liable to pay unto the said Daumodara Pillay in his life the said Sum of Money in the said Note mentioned with interest as aforesaid according to the tenor and Effect of the said Note and being so liable he the said Teagaray Chitty in Consideration thereof afterwards in the life time of the said Daumodara Pillay to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Daumodara Pillay faithfully promised to pay him the said Sum of Money mentioned in the said Note with interest as aforesaid according to the tenor and Effect of the said

Note - And whereas the said Teagaroya Chitty afterwards
in the life-time of the said Daumodara Pillay to wit on the
same day and year aforesaid at Madras aforesaid was indebted
unto the said Daumodara Pillay in other Sum of Five thousand
Star Pagodas Current Money aforesaid for so much Money
by the said Daumodara Pillay before that time lent &
advanced unto the said Teagaroya Chitty at his Special
instance and request and being so indebted he the said
Teagaroya Chitty in Consideration thereof afterwards
in the life time of the said Daumodara Pillay to wit on
the same day and year aforesaid at Madras aforesaid
undertook and to the said Daumodara Pillay faithfully
promised to pay him the said last Mentioned Sum of
Money when he the said Teagaroya Chitty should be thereto afterwards
required - and whereas also the said Teagaroya Chitty
afterwards in the life time of the said Daumodara Pillay to
wit on the same day and Year aforesaid at Madras was indebted
unto the said Daumodara Pillay in other Sum of Five thousand
Pagodas for so much Money by the said Teagaroya Chitty
before that time had and received to the use of the said
Daumodara Pillay and being so indebted he the said Teagaroya
Chitty in Consideration thereof afterwards to wit on the
same day and Year aforesaid at Madras aforesaid undertook
and to the said Daumodara Pillay faithfully promised to
pay

Pay him the said last Mentioned Sum of Money when he the said Teagaroya Chitty should be thereto afterwards requested — And Whereas also the said Teagaroya Chitty afterwards in the Life time of him the said Daumodara Pillay accounted with the said Daumodara Pillay of and Concerning diver other Sums of Money before that time due and owing and then being in arrear and unpaid and upon which account the said Teagaroya Chitty was then and there found in arrear and indebted unto the said Daumodara Pillay in another large Sum of Money to wit in the Sum of other five thousand Pagodas Current Money of Madras aforesaid and being so indebted he the said Teagaroya Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised to pay him the said Daumadara Pillay the last Mentioned Sum of Money when he the said Teagaroy Chitty should be thereto afterwards requested Yet the said Teagaroya Chitty not regarding his said Several promises and Undertaking so by him made as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Daumodara Pillay in his life time and the said Vencata Runga Pillay as Executor as aforesaid since his death hath not paid the said Several Sums of Money in those promises and undertakings Mentioned or any or either of them or any part thereof either to the said Daumodara Pillay in his life time or to the said Vencata Runga Pillay since his decease altho' so to do he said Teagaroya Chitty was often requested by the said Daumodara

Pillay in his lifetime and the said Vencata Runga Pillay as Executor as aforesaid since his death to wit at Madras aforesaid but he to pay the same or any part thereof hath wholly refused and Neglected and doth still refuse to pay the same to the said Vencata Runga Pillay as Executor as aforesaid to the damage of the said Vencata Runga Pillay as such Executor as aforesaid of Five thousand Pagodas and therefore he brings Suit - and he also brings into Court here the Letters Testamentary of the said Damodara Pillay whereby it fully appear that he said Vencata Runga Pillay is Executor of the last Will and Testament of the said Daumodara Pillay & hath administration thereof &c.

And now in this first Term in the year one thousand eight hundred and four that is to say on the Eighteenth day of February to which day was given as well to the said Vencata Runga Pillay as to the said Pigo Teangaroya Chitty to inform the Court of the premises comes the said Vencata Runga Pillay by his attorney aforesaid, and the said Pigo Teangaroya Chitty Altho' solemnly demanded came not to answer, nor did he say any thing in bar or preclusion and so forth - and the Justices having heard the Allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said Pigo Teagaraya Chitty did undertake and promise in Manner and form as the said Vencata Runga pillay hath above thereof Complained against

Judgment signed in favour of the Plaint the 16th April 1804 -

against him and do adjudge that the said Vencata Runga pilla do Recover against the said Pigo Teaugaroya Chitty the Sum of Five Thousand three hundred and thirty nine Pagodas Seven Fanams and Twenty Cash for his damages occasioned by the Non performance of the promises and undertakings aforesaid and also the Sum of one hundred Pagodas and twenty one fanams for the Costs and Charges of him the said Vencata Runga pillay which he hath been put to about his Suit in that behalf which said Damages and Costs amount in the whole to five thousand four hundred and thirty nine Pagodas ~~twenty~~ eight fanams and Twenty Cash - and that the said Vencata Runga pillay have his Execution thereof against the said Pigo Teaugaroya Chitty &c

And thereupon the said Vencata Runga Pilla Executor as aforesaid by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses, Lands, debts and other Effects which belong to the said Pigo Teaugaroya Chitty the Sum of five thousand four hundred and thirty nine Pagodas Twenty eight fanams and Twenty Cash - And it is granted unto him returnable thereon the 17th May Next -

Writ of Execution issued the 17th April 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss - } Arthur Brooke puts in his place Charles Walters his attorney against Annasawmy Pillay in a Plea of Debt -

For. St. George Madras ss } The said Annasawmy Pillay in his person at the Suit of the said Arthur Brooke in the Plea aforesaid -

For. St. George Madras ss } Be it remembered that in the fourth Term in the Year of our Lord one thousand eight hundred and three - Before the said Supreme Court of Judicature at Madras came Arthur Brooke by Charles Walters his attorney and brought into the same Court then there his certain Plaint against Annasawmy Pillay in a Plea of debt and thereon Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St. George Madras } Arthur Brooke by Charles Walters his attorney Complains of Annasawmy Pillay being an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court of a Plea that he render to him Three thousand and four hundred Star Pagodas current Money of Madras which he owes to and unjustly detains from him the said Arthur - For that whereas the said Annasawmy heretofore to wit on the Thirteenth day of March in the Year of our Lord one thousand eight hundred and one at Madras aforesaid by his Certain writing

Plaint in debt filed 28th Sept. 1803

writing obligatory Sealed with the Seal of him the said Annasawmy and to the Court here Now Shewn the date whereof is the same day and Year aforesaid acknowledged to be held and firmly bound to the said Arthur in the Sum of Three thousand and four hundred Star Pagodas to be paid to the said Arthur when he the said Annasawmy should be thereto afterwards requested - Yet the said Arthur Altho' often requested hath not yet paid the said Sum of three thousand and four hundred Star Pagodas or any part thereof to the said Arthur but he hath wholly refused so to do to the damage of the said Arthur of one hundred Pagodas and therefore he brings Suit &c.

And now in this First Term in the Year of our Lord 1804- that is to say on the 15th Day of February to which day was given as well to the said Arthur Brooke as to the said Annasawmy pillay to inform the Court of the premises Comes the said Arthur Brooke by his attorney aforesaid and the said Annasawmy pillay altho' solemnly demanded came not to answer nor did he say any thing in bar or preclusion and so forth and the Justices having heard the allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the Writing obligatory in the said Declaration Mentioned is the Deed of him the said Annasawmy pillay in Manner and form as the said Arthur Brooke hath above thereof Complained against him - and do adjudge that the said Arthur Brooke do recover against the said Annasawmy his debt aforesaid and also the Sum of Seventy seven Pagodas and forty one Fanams for his damages which he hath sustained as well

Judgment signed in favour of the Plaintiff the 17th April 1804 -

by Occasion of detaining the said Debt as for his Costs and Charges by him about his Suit in that behalf Expended. and that he said Arthur Brooke have his Execution — thereof &c

And thereupon the said Arthur by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause to be taken the body of the said Annaxawmy in Satisfaction of his Debt & Costs — and this granted unto him returnable here on the 6th May next —

Committitur issued on the 27th April 1804 —

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Stronge, Knight, Chief Justice, and the Honble Sir Henry Gwillim Knight First Puisne Justice of His majestys Supreme Court of Judicature at madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss - } Serocadal Summugaroya Moodeliar puts in his place Emanuel Samuel his attorney to prosecute against Alagappa Chitty in a Plea of Trespass on the case -

Fort St. George Madras ss - } The said Alagappa Chitty in his person at the Suit of the said Serocadal Summugaroya Moodeliar in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that in the Fourth Term in the Year of Christ one thousand eight hundred and three - before the said Supreme Court of Judicature at madras came Serocadal Summugaroya Moodeliar by Emanuel Samuel his attorney and brought into the same Court then there his certain Plaint against Alagappa Chitty in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Madras to wit Serocadal Summugaroya Moodeliar by Emanuel Samuel his attorney Complains of Alagappa Chitty (Son of Chengalpattoo Ammah Chettyar of Madras) a Hindoo Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court For That Whereas the said Alagappa on the first day of Pangoony in the Malabar Year Doonmady answering to the Eleventh day of March in the Year of Christ one thousand Eight hundred and two to wit at

Plaint in assumpsit filed 26th Octr 1803

Ramatarn

Supreme Court

Second Term 1804

Record of Judgments

Roll 6

Primatz Radalum

Madras Made his Certain instrument in Writing in the Malabar Language
purporting to be and Commonly called a Malabar Bond his own
Proper Hand being thereunto Subscribed and bearing date the day
and Year aforesaid and then and there delivered the same instrument
in writing to the said Summugaroya by which said instrument in
writing the said Alagappa acknowledged that on the day of the
Making thereof he had in Consequence of his urgent occasion
borrowed and received of the said Summugaroya the Sum of four
hundred Star Pagodas Current Money of Madras and did thereby Engage
to repay to the said Summugaroya the same sum on or before the thirtieth
Vyaesy of the Year Doondoly or the tenth Day of June in the Year of Christ
one thousand Eight hundred and two with all such interest as should on
might become due thereon at the rate of twelve per Cent per annum, By
Means whereof the said Alagappa became liable to pay to the said
Summugaroya the said Sum of Money in the said instrument in writing
specified and interest thereon according to the tenor and Effect of the
said instrument in writing - And being so liable he the said
Alagappa in Consideration thereof afterwards to wit - on the same
first Pangoony of Doommady Year aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said Summugaroya
to pay him the said Sum of Money in the said instrument in writing
specified and interest thereon according to the tenor and Effect of the
said instrument in writing - And Whereas the said Alagappa
afterwards to wit on the first day of September in the Year of
Christ one thousand Eight hundred and three at Madras aforesaid
was indebted to the said Summugaroya in the Sum of one thousand

Star

Star Pagodas of Lawful Current Money of Madras for Money by the said Summugaroya before that time Lent and advanced to the said Alagappa and at his Special instance and Request - And being so indebted he the said Alagappa in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Summugaroya to pay him the said last mentioned Sum of Money when he the said Alagappa should be thereto afterwards requested - And Whereas the said Alagappa afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Summugaroya in the further Sum of one thousand Star Pagodas of like Lawful Current Money of Madras for Money by the said Summugaroya before that time laid out Expended and paid for the said Alagapah and at his like Special instance and Request - And being so indebted he the said Alagappa in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Summugaroya to pay him the said last mentioned Sum of Money when he the said Alagappa should be thereto afterwards Requested - And Whereas also the said Alagappa afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Summugaroya in the further Sum of one thousand Star Pagodas of like Lawful Current

Current Money of Madras for Money by the said Alagappa before
that time had and received to the Use of the said Summugaroya
And being so indebted he the Alagappa in Consideration thereof
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faithfully
promised the said Summugaroya to pay him the said last Mentioned
Sum of Money - when he the said Alagappa should be thereto
afterwards requested - And whereas the said Alagappa
afterwards to wit on the same day and year last aforesaid at
Madras aforesaid accounted with the said Summugaroya of and
Concerning divers other Sums of Money before that time due
and owing from the said Alagappa to the said Summugaroya
and then being in arrear and unpaid and upon that accounting
the said Alagappa was then and there found to be in arrear and
indebted to the said Summugaroya in the further Sum of one thousand
Star Pagodas of like Lawful Current Money of Madras and
being so found in arrear and indebted he the said Alagappa
in Consideration thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Summugaroya to pay him
the said last mentioned Sum of Money when he the said Alagappa
should be thereto afterwards requested - Yet the said Alagappa
not regarding his said several promises and undertakings so by him
in manner and form aforesaid made but Contriving and fraudulently
intending

intending Craftily and Subtilly to deceive and defraud the said Summugaraya in this behalf hath not yet paid the said Several Sums of money or any or either of them or any part thereof to the said Summugaraya although so to do he the said Alagappa was requested by the said Summugaraya afterwards to wit on the same day and Year last aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Summugaraya he the said Alagappa hath hitherto wholly refused and still doth refuse - To the damage of the said Summugaraya of one thousand star Pagodas and therefore he brings his Suit &c

And afterwards (that is to say) on the third day of April in this Second Term one thousand eight hundred and four (being the day given to the Parties aforesaid to come before the Court for the Trial of the issue joined between them) come the Parties aforesaid by their attornies aforesaid - and evidence having been given to the Court of and upon the Matters in issue between the Parties and all and singular the premises having been seen and fully understood. It appears to the said Court that the said Alagappa Chitty did undertake and promise in Manner and form as the said Summugaraya hath above thereof, Complained against him - and the Court doth assess the damages sustained by the said Summugaraya by occasion of the non performance by the said Alagappa of his said Several promises and undertakings at the sum of Five hundred Pagodas and forty two fanams. over and besides the

the Costs and Charges of the said Summugaroya by him about his Suit in this behalf Expended - It is therefore Considered by the said Court that the said Summugaroya do Recover against the said Alagappa his damages aforesaid so as aforesaid assessed and also one hundred and eight Pagodas for his said Costs and Charges by the Court here adjudged to the said Summugaroya and with his assent which damages Costs and Charges amount in the whole to the Sum of Six hundred and eight Pagodas and forty two fanams and the said Alagappa in mercy &c.

Judgment signed in favour of the Plaintiff this 19th april 1804-

Mercy

and thereupon the said Seroocadal Summogaroya Moodelliar by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madrastatnam Commanding him that he Cause to be taken the body of the said Alagappa Chitty in Satisfaction of his damages — and it is granted unto him Returnable here on the Twenty third April instant -

Capias ad Satisfaciendum issued the 19th April 1804

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras ss } Bagavaram Mootkoo Chitty puts in his place George Mc mahon his Attorney against Yedlapally Venganah Chitty and Pappee Chitty in a Plea of Trespass on the Case -

Fort St George Madras ss } The said Yedlapally Venganah Chitty and Pappee Chitty puts in their place Robert orme their attorney at the Suit of the said Bagavarum Mootkoo Chitty in the Plea aforesaid -

Fort St George Madras ss } Be it remembered that as of the Eighth day of November in the Vacation after the Fourth Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Bagavaram Mootkoo Chitty by George Mac Mahon his attorney and brought in to the said Court then there his certain Plaint against Yedlapally Venganah Chitty and Pappee Chitty in a Plea of Trespass on the Case " " " " and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows.

Plaint in assumpsit filed 8th Nov 1802

in these words Fort Saint George to wit Bagavarum Mootkoo Chitty by George Mc Mahon his attorney Complains of Yedlapally Venganah Chitty and Pappee Chitty Native Inhabitants of

Madras and as such Subjects to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case for this to wit That whereas the said Yedlapally Venganah Chitty and Pappee Chitty on the First day of October in the Year of Christ one Thousand Eight Hundred and two to wit at Madras aforesaid were indebted to the said Bagavaram Mookoo Chitty in the Sum of one Thousand and Eight Pagodas Thirty one Fanams and Twenty Cash of current Money of Madras for Money by the said Bagavaram Mookoo Chitty before that time Lent and advanced to the said Yedlapally Venganah Chitty and Pappee Chitty and at their Special instance and Request and being so indebted they the said Yadlapilly Venganah Chitty and Pappee Chitty in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Bagavaram Mookoo Chitty to pay him the said last Mentioned Sum of Money when they should be thereunto afterwards requested - and whereas also the said Yedlapally Venganah Chitty and Pappee Chitty afterwards to wit on the same day and Year aforesaid at Madras aforesaid were indebted unto the said Bagavaram Mookoo Chitty in other Sum of one Thousand and eight Pagodas Thirty one Fanams and Twenty Cash of like current Money of Madras for Money they the said Yedlapally Venganah Chitty and Pappee Chitty before that time had, and received to the use of the said

Second Term 1804

said Bagavarum Mootoo Chitty; and being so indebted they the said Yedlapally Venganah Chitty and Pappee Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Bagavaram Moothoo Chitty to pay him the said sum of Money last mentioned when they should be afterwards thereunto requested And Whereas also the said Yedlapally Venganah Chitty and Pappee Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted unto the said Bagavaram Moothoo Chitty in the Sum of one thousand and eight Pagodas thirty one Fanams and Twenty Cash of like Current money of Madras for Money at the Special instance and Request of the said Yedlapally Venganah Chitty and Pappee Chitty for them the said Yedlapally Venganah Chitty and Pappee Chitty and for their use before that time paid laid out and Expended and being so indebted the said Yedlapally Venganah Chitty and Pappee Chitty afterwards to wit upon the same day and year last aforesaid at Madras aforesaid in Consideration thereof took upon themselves and then and there faithfully promised the said Bagavaram Moothoo Chitty to pay him the said one thousand and eight Pagodas thirty one fanams and twenty Cash when they should be thereunto afterwards required - and whereas the said Yedlapally

Venganah

Venganah Chitty and Pappee Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Bagavaram Mootoo Chitty in the one Thousand and Eight Pagodas Thirty one Fanams and twenty Cash of like Current money of Madras for divers Goods Wares and Merchandizes by the said Bagavarum Mootoo Chitty to the said Yedlapally Venganah Chitty and Pappee Chitty and at their Special instance and request before that time sold and delivered and being so indebted they the said Yedlapally Venganah Chitty and Pappoo Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid took upon themselves and then and there faithfully promised the said Bagavaram Mootoo Chitty that they the said Yedlapally Venganah Chitty and Pappee Chitty would well and truly pay to the said Bagavarum Mootoo Chitty the said One Thousand and eight Pagodas thirty one Fanams and twenty Cash when they should be afterwards thereunto required - And Whereas also the said Yedlapally Venganah Chitty and Pappee Chitty afterwards to wit on the day and year aforesaid at Madras aforesaid in Consideration that the said Bagavarum Mootoo Chitty had before that time at the like Special instance and request

of

of the said Yedcapally Venganah Chitty and Pappee Chitty sold and delivered to them divers other Goods Wares and Merchandizes took upon themselves and then and there faithfully promised the said Bagavaram Mookoo Chitty that they the said Yedcapally Venganah Chitty and Pappee Chitty would well and truly pay and satisfy to the said Bagavarum Mookoo Chitty as much Money as the said Goods wares and Merchandizes last mentioned were reasonably worth at the time of the Sale and delivery thereof when they should be afterwards thereunto required and the said Bagavarum Mookoo Chitty avers that the goods ware and Merchandizes aforesaid last mentioned were reasonably worth other one thousand and eight Pagodas Thirty one Fanams and Twenty Cash at the time of the Sale and delivery thereof to wit at Madras aforesaid whereof the said Yedcapally Venganah Chitty and Pappee Chitty then and there had Notice And Whereas also the said Yedcapally Venganah Chitty and Pappee Chitty afterwards to wit on the same day and year last Mentioned at Madras aforesaid accounted with the said Bagavarum Mookoo Chitty of and Concerning divers Sums of Money from the said Yedcapally Venganah Chitty and Pappee Chitty to the said Bagavarum Mookoo Chitty before that time due and Owing and then and there in

arrear

arrear and unpaid and upon that account the said Yedlapally Venganah Chitty and Pappee Chitty were then and there found in arrear to the said Bagavaram Mootoo Chitty in other one thousand and eight Pagodas thirty one fanams and twenty Cash of the Current Money of Madras and being so found in arrear the said Yedlapally Venganah Chitty and Pappee Chitty in Consideration thereof afterwards to wit on the same day and year last mentioned at Madras aforesaid took upon themselves and then and there faithfully promised the said Bagavaram Mootoo Chitty that they the said Yedlapally Venganah Chitty and Pappee Chitty would well and truly pay and satisfy to the said Bagavaram Mootoo Chitty the said one thousand and Eight Pagodas thirty one fanams and twenty Cash last mentioned when they should afterwards be thereunto required - Yet the said Yedlapally Venganah Chitty and Pappee Chitty not regarding their several promises and undertakings aforesaid in form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Bagavaram Mootoo Chitty in this particular, have not, nor hath either of them yet paid the said several Sums of Money or any part thereof to the said Bagavaram Mootoo Chitty although to do this they the said Yedlapally Venganah Chitty and Pappee Chitty afterwards

to

Second Term 1804

to wit on the same day and Year last aforesaid and often afterwards to wit at Madras aforesaid by the said Bagavaram Moothoo Chitty were requested but they to pay the same to him hitherto have wholly refused and still do refuse to the said Bagavaram Moothoo Chitty his damage of one thousand Five hundred Pagodas and therefore he produces Suit

imparlance

And Now in this same Term that is to say on the Second day of February, until Which day the said Yedlapally Venganah Chitty and Pappee Chitty had leave to imparl to the said Plaint and then to answer the same at which day before the said Supreme Court of Judicature at Madras come as well the said Bagavaram Moothoo Chitty by his said attorney as the said Yedlapally Venganah Chitty and Pappee Chitty by Robert Orme their attorney - And the said Yedlapally Venganah Chitty and Pappee Chitty defend the wrong and injury when &c and say that they did not undertake and promise in manner and form as the said Bagavaram Moothoo Chitty hath above thereof complained against them - and of this they put themselves upon the Court and the said Bagavaram Moothoo Chitty doth the like &c

Plea filed 25th October 1803

I have Joined

And afterwards in the said last mentioned Term that is to say on the Twenty second day of February to which day was given as well to the said Bagavaram Moothoo Chitty as to the said Yedlapally Venganah Chitty and

Pabbee

Pappee Chitty to inform the Court of the Premisses at which day come the Parties aforesaid by their said attornies - And the said Court having heard the respective Allegations of the Parties and Examined the truth thereof, and duly and deliberately Considered the Evidence Say that the said Yedlapally Venganah Chitty and Pappee Chitty did not undertake and promise in Manner and form as the said Bagavaram Mookoo Chitty hath above thereof Complained against them - Therefore it is Considered that the said Bagavaram Mookoo Chitty take nothing by his said Plaint, but be in Mercy for his Clamour &c" and that the said Yedlapally Venganah Chitty and Pappee Chitty go thereupon without day &c" It is also Considered that the said Yedlapally Venganah Chitty and Pappee Chitty recover against the said Bagavaram Mookoo Chitty one Hundred and fourteen Pagodas and Twenty nine Fanams for their Costs and Charges laid out by them in and about their Defence, in this behalf by the said Court now here adjudged to the said Yedlapally Venganah Chitty and Pappee Chitty by their assent; and that the said Yedlapally Venganah Chitty and Pappee Chitty have Execution

Judgment signed for the Defendant the 21st April 1804 —

Second Term 1804

134

Execution thereof &c

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four —

Fort St George Madras ss } Oliver Colt, Charles Baker and William Hart put in their place Robert Orme their attorney against Teruvallore Venkatachellum Moodelliar personal Representative of Teruvallore Teagaroya Moodelliar deceased in a Plea of Trespass on the Case upon Promises —

Fort St George Madras ss } The said Teruvallore Venkatachellum Moodelliar puts in his place Fownes Disney his attorney at the Suit of the said Oliver Colt, Charles Baker and William Hart in the Plea aforesaid

Fort St George Madras — } Be it remembered that as of the Second Term in the year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Oliver Colt Charles Baker and William Hart by Robert Orme their Attorney and brought into the same Court then there their certain Plaint against Teruvallore Venkatachellum Moodelliar personal Representative

Plaint in assumpsit filed 5th July 1803

Second Term 1804

Representatives of Teruvallore Teagaroya Moodelliar deceased in a Plea of Trespass on the Case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St George Madras ss Oliver Colt, Charles Baker and William Hart by Robert Orme their Attorney Complain of Teruvallore Venkata= chellum Moodelliar, being the personal Representative of Teruvallore Teagaroya Moodelliar late of Madras Inhabitant deceased according to the Laws and Customs of the Hindoo Natives, and having as such personal Representative Administered and taken possession of the Estate and Effects which were of the said Teruvallore Teagaroya Moodelliar at the time of his death and the said Teruvallore Venkatachellum Moodelliar being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Hon'ble Court - For that whereas the said Teruvallore Teagaroya Moodelliar in his life time to wit on the Ninth day of January in the Year of Christ one thousand Eight hundred and one at Fort Saint George Madras aforesaid made his Certain note in writing Commonly Called a Promissory Note his own proper Hand being thereto Subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Oliver Charles and William, and thereby one Month after the Date thereof promised to pay to the said Oliver Charles and William by their Partnership Name and Firm of

Messrs

Supreme Court

First Term 1804

Record of Judgments

Roll 6

Supreme Court

Second Term 1804

Record of Judgments

Roll 7

Messrs Colt, Baker and Co the Sum of Three Hundred and Ninety Six Star Pagodas Twelve Fanams and eighteen Cash Value Received of them without Interest By reason Whereof the said Teruvallore Teagaroya Moodelliar in his lifetime became liable to pay to the said Oliver, Charles and William the said Sum of Money in the said Note Specified according to the tenor & effect of the said Note and being so liable he the said Teruvallore Teagaroya Moodelliar in Consideration thereof in his life time afterwards to wit on the same day and year aforesaid at Fort Saint George Madras aforesaid undertook and faithfully promised the said Oliver Charles and William to pay them the said Sum of Money Specified in the said Note according to the tenor and Effect of the said Note:- And Whereas also the said Teruvallore Teagaroya Moodelliar in his life time afterwards to wit on the twenty fourth day of the said Month of January in the year last aforesaid at Fort Saint George Madras aforesaid made his Certain other Note in writing Commonly called a Promissory Note his own proper hand being thereto subscribed bearing date the same day and year last aforesaid and then and there delivered the said last mentioned Note to the said Oliver Charles and William and thereby one Month after the date thereof promised to pay to the said Oliver Charles and William by their Partnership Name and Firm of Messrs Colt, Baker and Company or Order the Sum of Three hundred and twenty Star Pagodas Seven Fanams and fifty one

cash

cash Value Received of them in Guntoo Cloths without Interest
By reason whereof the said Teruvallore Tagaraya Moodelliar
in his life time became liable to pay to the said Oliver
Charles and William the said Sum of Money Specified in the
said last mentioned Note according to the tenor and Effect of the
said last mentioned Note and being so liable he the said
Teruvallore Tagaroya Moodeliar in Consideration thereof in
his life time afterwards to wit on the same day and year
last aforesaid at Fort Saint George Madras aforesaid
undertook and faithfully promised the said Oliver Charles
and William to pay them the said Sum of Money Specified in the
said last mentioned Note according to the tenor and Effect
of the said last mentioned Note: And Whereas
also the said Teruvallore Tagaroya Moodeliar in his
life time afterwards to wit on the Sixth day of February in
the year last aforesaid at Fort Saint George Madras
aforesaid made his Certain other Note in writing Commonly
Called a Promissory Note his own proper Hand being
thereto Subscribed bearing date the same day and Year last
aforesaid and then and there delivered the said last mentioned
Note to the said Oliver Charles and William and thereby
one Month after the date thereof promised to pay

to

to the said Oliver Charles and William by their partnership Name and Firm of Mess.rs Coll.t Baker and Company or order the Sum of Four hundred and thirty six Star Pagodas twenty three Fanams and fifty three Cash value received of them without Interest By reason whereof the said Tenvallore Teagaroya Moodelliar in his life time became liable to pay to the said Oliver Charles and William the said Sum of Money Specified in the said last mentioned note according to the tenor and Effect of the said last mentioned Note and being so liable he the said Tenvallore Teagaroya Moodelliar in Consideration thereof in his life time afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and faithfully promised the said Oliver Charles and William to pay them the said Sum of Money Specified in the said last mentioned Note according to the tenor and effect of the said last mentioned Note: And Whereas also the said Tenvallore Teagaroya Moodelliar in his life time afterward to wit on the Ninth day of March in the said Year one thousand Eight hundred and one at Fort Saint George Madras aforesaid was indebted to the said Oliver Charles and William in the Sum of Two thousand Star Pagodas of lawful Current Money of Madras

Second Term 1804

aforesaid for diver Goods Wares and Merchandizes of the said Oliver, Charles and William by the said Oliver Charles and William before that time sold and delivered to the said Teruvallore Teagaroya Moodeliar at his Special Instance and Request And being so indebted he the said Teruvallore Teagaroya Moodeliar in Consideration thereof in his life time afterwards to wit on the same day and Year last aforesaid at Fort St. George Madras aforesaid undertook, and then and there faithfully promised the said Oliver Charles and William to pay them the said last Mentioned Sum of Money whenever afterwards he the said Teruvallore Teagaroya Moodeliar should be thereunto Requested. And Whereas also afterwards in the life time of the said Teruvallore Teagaroya Moodeliar to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid in Consideration that the said Oliver Charles and William at the like Special instance and Request of the said Teruvallore Teagaroya Moodeliar had before that time sold and delivered to him the said Teruvallore Teagaroya Moodeliar divers Other Goods Wares and Merchandizes of them the said Oliver Charles and William he the said Teruvallore Teagaroya Moodeliar in his life time undertook, and then and there faithfully promised the said Oliver Charles and William to pay them so much Money as the last Mentioned Goods Wares and Merchandizes at the time of the Sale and Delivery thereof were

reasonably worth whenever afterwards he the said Teruvallore Teagaroya Moodelliar should be thereunto requested and the said Oliver Charles and William owe that the Goods Wares and Merchandizes last Mentioned, at the time of the sale and delivery thereof were reasonably worth Other Two thousand Star Pagodas of like Current Money to wit at Fort Saint George Madras aforesaid whereof the said Teruvallore Teagaraya Moodelliar in his life time afterwards to wit on the same day and year last aforesaid there had notice: And whereas also the said Teruvallore Teagaraya Moodelliar in his life time afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Oliver Charles and William in the further sum of Two thousand Star Pagodas of like Current Money for so much Money by the said Teruvallore Teagaraya Moodelliar in his life time before that time had and received to and for the use of the said Oliver Charles and William and being so indebted he the said Teruvallore Teagaroya Moodelliar in Consideration thereof in his life time afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Oliver Charles and William to pay them the said last Mentioned Sum of Money, when he the said Teruvallore Teagaroya Moodelliar should be thereunto afterwards requested — And whereas also the said Teruvallore

Teagaroya

Teagaroya Moodelliar in his life time afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid accounted with the said Oliver Charles and William of and Concerning Diverse other Sums of Money before that time due and owing from the said Teruvallore Teagaroya Moodelliar to the said Oliver Charles and William and then being in arrear and unpaid and upon that Accounting the said Teruvallore Teagaroya Moodelliar was then and there found to be in arrear and indebted to the said Oliver Charles and William in the further Sum of Two thousand Star Pagodas of like Current Money and being so found in arrear and indebted he the said Teruvallore Teagaroya Moodelliar in Consideration thereof in his life time afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Oliver Charles and William to pay them the said last mentioned Sum of Money when he the said Teruvallore Teagaroya Moodelliar should be thereunto afterwards Requested Yet the said Teruvallore Teagaroya Moodelliar in his life time, and the said Teruvallore Vencatachellum Moodelliar as his personal Representative as aforesaid since his decease Not Regarding the said Several promises and undertakings of the said Teruvallore Teagaroya Moodelliar so by him Made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Oliver Charles and William in this behalf have not nor hath either

either of them Yet paid the said Several Sums of Money or any of them or any part thereof to the said Oliver Charles and William, or any of them (altho so to do the said Teruvallore Teagaroya Moodelliar in his life time to wit on the same day and year last aforesaid and often afterwards and the said Teruvallore Vencatachellum Moodelliar as his personal Representative as aforesaid since the death of the said Teruvallore Teagaroya Moodelliar to wit on the second day of May in the Year of Christ one thousand eight hundred and three and often both before and afterwards were respectively Requested by the said Oliver Charles and William to wit at Fort Saint George Madras aforesaid) But the said Teruvallore Teagaroya Moodelliar in his life time wholly refused so to do — and the said Teruvallore Vencatachellum Moodelliar as his personal Representative as aforesaid after the death of the said Teruvallore Teagaroya Moodelliar hitherto hath and still doth refuse to pay the same or any of them or any part thereof to the said Oliver Charles and William To the damage of the said Oliver Charles and William of Three thousand Star Pagodas and therefore they bring Suit &c.

And afterwards to wit in this same Suit

imparlance

term in the said Supreme Court of Judicature at Madras till which Term the said Teruvallore Vencatachellum Moodelliar had leave to impark to the said Plains and then to answer the same came

as

Plea filed 16th February 1804

as well the said Oliver Colt, Charles Baker and William Hart by their said Attorney as the said Tenuvallore Venca tachelluru Moodelliar by Townes Disney his Attorney - and the said Tenuvallore Venca tachelluru Moodelliar defends the wrong and injury when and so forth and says that the said Terouvellore Teagaray Moodelliar in his life time did not undertake or promise in manner and form as the said Oliver Colt Joseph Baker and William Hart hath above thereof Complained against him and of this he puts himself upon the Court - and for further Plea in this behalf by leave of the Court here for this purpose first had and obtained according to the form of the statute in such case made and provided the said Terouvellore Venca tachelluru says that the said Oliver Colt, Joseph Baker and William Hart ought not to have or maintain their aforesaid action thereof against him because he says that he hath fully administered all and singular the Goods and Chattels which were of the said Terouvellore Teagaray Moodelliar deceased at the time of his death and which have ever come to or been in his hands to be Administered to wit at Madras aforesaid and so forth and that he the said Terouvellore Venca tachelluru hath not nor on the day of Exhibiting the Plaint of the said Oliver Colt Joseph Baker and William Hart or at any time since, had any Goods or Chattels which were of the said Terouvellore Teagaray Moodelliar at the time of his death in the hands

of him the said Teroovellore Vencatachellum to be administered, and this he the said Teroovellore Vencatachellum is ready to verify wherefore he prays Judgment if the said Oliver Colt Joseph Baker and William Hart ought to have or Maintain their aforesaid action thereof against him and so forth -

And afterwards to wit on the Sixteenth day of February in this same Term came the Parties aforesaid by their attorneys aforesaid And thereupon the said Oliver Colt, Charles Baker and William Hart as to the said Plea of the said Teroovellore Vencatachellum Moodeliar by him first above pleaded and whereof he hath put himself upon the Court they the said Oliver Colt, Charles Baker and William Hart do the like, And the said Oliver Colt, Charles Baker and William Hart as to the said Plea of the said Terooveellore Vencatachellum by him secondly above pleaded say that they by reason of any thing by the said Terooveellore Vencatachellum in that Plea alledged ought not to be barred from having and Maintaining their aforesaid action thereof against him the said Terooveellore Vencatachellum because they say that the said Terooveellore Vencatachellum at the time of filing the Plaint of the said Oliver Colt, Charles Baker and William Hart in this behalf, to wit, on the fifth day of July in the Year of our Lord one thousand eight hundred and three, had divers Goods and Chattels which were of the said Terooveellore Teagaray Moodeliar at the time of his death in his hands to be Administered wherewith he the said Terooveellore

Replication filed 16th February 1804

Terovellore Vencatachellum Could have Satisfied the said Oliver Colt Charles Baker and William Hart their Damages aforesaid to wit at Madras aforesaid - And this they the said Oliver Colt, Charles Baker and William Hart pray may be enquired of by the Court - And the

Issued Joined

said Terovellore Vencatachellum doth the like -

And now in this same Term that is to say on the Twenty second day of the said Month of February to which day was given as well to the said Oliver Colt. Charles Baker and William Hart as to the said Teruvallore Vencatachellum Moodelliar to inform the Court of the Premises at which day came the Parties aforesaid by their said Attornies and the said Court having heard the respective Allegations of the Parties and Examined the truth thereof and duly and deliberately Considered the Evidence, as to the first Issue joined between the said Oliver Colt, Charles Baker and William Hart and the said Teruvallore Vencatachellum Moodelliar say that the said Teruvallore Teagaraya Mood.r in his life time did undertake and promise in Manner and form as the said Oliver Colt, Charles Baker and William Hart have in their said Plaint in that behalf therein alledged and as to the second Issue joined between the said Oliver Colt, Charles Baker and William Hart and the said Teruvallore Vencatachellum Moodelliar, the said Court say that the said Teruvallore Vencatachellum Moodelliar hath and at the time of filing the Plaint of the said Oliver Colt, Charles Baker and William Hart in this behalf had divers Goods & Chattels which were of the said Teruvallore Teagaraya Moodelliar at the time of his death in his Lands to be administered

Wherewith

wherewith he the said Tenvallore Vencatachellum Moodeliar could have satisfied the said Oliver Colt, Charles Baker and William Hart their Damages aforesaid as the said Oliver Colt, Charles Baker and William Hart, have in their Replication to the Plea of the said Tenvallore Vencatachellum Moodeliar in that behalf therein alledged - And they assess the Damages of the said Oliver Colt, Charles Baker and William Hart on occasion of the Premises besides their Costs and Charges by them about their Suit in this behalf Expended to one Thousand Seven Hundred and Forty six Pagodas, seven Fanams and Fifteen Cash - Therefore it is Considered that the said Oliver Colt, Charle Baker and William Hart Recover against the said Tenvallore Vencatachellum Moodeliar their Damages aforesaid in form aforesaid assessed, and also Two Hundred and Five Pagodas and eleven Fanams for their Costs and Charges aforesaid by the Court now here adjudged to the said Oliver Colt, Charles Baker and William Hart with their assens which said Damages Costs and Charges in the whole amounts to one Thousand Nine Hundred and fifty one Pagodas Eighteen Fanams and ~~Thirteen~~ Cash to be levied of the Goods and Chattels which were of the said Tenvallore Teagaraya Moodeliar at the time of his death in the hands of the said Tenvallore Vencatachellum Moodeliar as Legal Representative as aforesaid to be administered if

Judgment signed in favour of the Plff the 26th April 1804 -

if he hath so much thereof in his hands to be Administered and if he hath not so much thereof in his hands to be Administered then Two hundred and five Pagodas and eleven fanams parcel of the damages aforesaid, being for the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said Teruvallore Vencatachellum Moodeliar - And the said Teruvallore Vencatachellum Moodeliar in Mercy &c

Mercy

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss } John Tulloh, William Douglas Brodie and George Halyburton put in their place Robert Orme their attorney to prosecute against Rungah Pillay in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras ss } The said Rungah Pillay in his own person at the Suit of the said John Tulloh, William Douglas Brodie and George Halyburton in the Plea aforesaid -

Fort Saint George Madras ss } Be it remembered that as of the Twentieth day of December in the Vacation after the Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came John Tulloh, William Douglas Brodie, and George Halyburton by Robert Orme their Attorney and brought into the same Court then here their certain Plaint against Rungah Pillay being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court in a Plea of Trespass on the Case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St. George Madras ss John Tulloh, William Douglas

Plaint in a Compleat filed 24th Decr

Douglas Brodie and George Halyburton by Robert orme their attorney Complain of Rungah Pillay being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Rungah Pillay on the Thirtieth day of July in the present year of Christ one thousand eight hundred and three to wit at Madras aforesaid made his Certain Note in Writing Commonly Called a Promissory Note his own proper hand being thereto Subscribed bearing date the day and year aforesaid and then and there delivered the said Note to one Charles Walters by which said Note the said Rungah Pillay Two months after date thereof promised to pay to the said Charles Walters (by the name and addition of Mr. Charles Walters) or his order the Sum of Six thousand and three hundred Star Pagodas for value received and the said Charles Walters to whom or to whose order the payment of the said Sum of Money mentioned in the said Note was by the said Note to be made after the making thereof and before the payment of the Money in the said Note Specified or of any part thereof to wit on the same day and year aforesaid at Madras aforesaid indorsed the said Note his own proper hand being thereon Subscribed by which indorsement the said Charles Walters ordered and appointed the said Sum of Money Specified in the said Note to be paid to the said John William Douglas and George by their Partnership Name and firm of Messrs Tullah Brodie and Halyburton and then and there delivered the said

said Note so indorsed to the said John William Douglas and George
of which said Indorsement the said Rungah Pillah afterwards
to wit on the same day and year aforesaid at Madras aforesaid had
Notice by reason whereof and by force of the Statute in such case
Made and provided the said Rungah Pillah became liable to
pay to the said John William Douglas and George the said Sum of
Money Mentioned in the said Note according to the tenor and Effect
of the said Note and of the said Indorsement so made thereon as
aforesaid and being so liable he the said Rungah Pillah in
Consideration thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then and there
faithfully promised the said John William Douglas and George
to pay them the said Sum of Money Mentioned in the said Note
according to the tenor and Effect of the said Note and of the
said Indorsement so made thereon as aforesaid: And whereas
also the said Rungah Pillah afterwards to wit on the third
day of October in the year last aforesaid at Madras aforesaid
was indebted to the said John William Douglas and George in the
Sum of Ten Thousand Star Pagodas of lawful Current Money
of Madras for so much Money by the said Rungah Pillay
before that time had and received to and for the use of the said
John William Douglas and George And being so indebted
he the said Rungah Pillay in Consideration thereof

afterwards

afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John William Douglas and George to pay them the said last Mentioned Sum of Money when he the said Rungah Pillah should be thereunto afterwards requested: and Whereas also the said Rungah Pillah afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said John William Douglas and George in the further Sum of Ten thousand Star Pagodas of like Current Money for so much Money by the said John William Douglas and George before that time laid out Expended and paid for the said Rungah Pillay and at his Special instance and request and being so indebted he the said Rungah Pillah in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John William Douglas and George to pay them the said last mentioned Sum of Money when he the said Rungah Pillah should be thereunto afterwards requested - Yet the said Rungah Pillah not regarding his said Several promises and Undertakings so by him made in manner and form aforesaid but Contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said John William Douglas and George in this behalf hath not yet paid the said Several Sums of Money or any of them or any part thereof (altho' so

to do he the said Rungah Pillah was requested by the said John William Douglas and George to wait on the same Day and Year last aforesaid and often afterwards to wait at Madras aforesaid But the said Rungah Pillah to pay the same or any of them or any part thereof to the said John William Douglas and George hath hitherto wholly refused & still doth refuse to the damage of the said John William Douglas and George of Ten Thousand Star Pagodas and therefore they bring Suit &c.

And now at this day that is to say on the twenty first day of March in this same Second Term the said Rungah Pillay in his own Person came and says that he cannot deny the said action of the said John Tulloh, William Douglas Brodie and George Halyburton now but that he did undertake and promise in Manner and form as the said John Tulloh, William Douglas Brodie, and George Halyburton have above thereof Complained against him, nor but that they the said John Tulloh William Douglas Brodie and George Halyburton have sustained Damages by Occasion of the non performance of the said several promises and undertakings to Ten Thousand Star

Cognovit filed 17th March 1804

Second Term 1804

Star Pagodas as They the said John Tulloh, William Douglas Brodie and George Halyburton have above in their said Plaints Supposed and Thereupon the said John Tulloh, William Douglas Brodie and George Halyburton pray that The said Damages so Acknowledged together with their Expences & Costs laid out by them about their Suit in this behalf may be adjudged to them &c

Therefore it is Considered that They the said John Tulloh, William Douglas Brodie and George Halyburton recover against the said Rungah Pillay their damages aforesaid so by him in form aforesaid acknowledged and also fifty four Pagodas and Nineteen Fanams for their Costs and Charges by the Court here adjudged to the said John Tulloh William Douglas Brodie and George Halyburton by their assens which said Damages in the whole amount to Six thousand and nine hundred Pagodas and Nineteen Fanams - And the said Rungah Pillay in Mercy &c

Judgment signed for the 26th Plaintiff day of April 1804-

Mercy

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of Christ one thousand eight hundred and four -

Fort St George Madras ss } Pandepedda Kistniar the Natural Father and Lawful Succession (according to the Laws and Customs of the Hindoos) to the Estate Goods Chattels and Credits which were of Pandepedda Paroomaliar deceased who was in his life time a Hindoo Native of India puts in his place Emanuel Samuel his attorney to prosecute against Rungammah widow - in a Plea of Trespass on the case -

Fort St George Madras - ss } The said Rungammah widow in her person at the Suit of the said Pandepedda Kistniar the Natural Father and Lawful Succession to the Estate, Goods, Chattels and Credits of Pandepedda Paroomaliar dec as aforesaid - in the Plea aforesaid -

Fort St George Madras ss } Be it remembered that in the Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Pandepedda Kistniar the Natural Father and Lawful Succession (according to the Laws and Customs of the Hindoos) to the Estate Goods Chattels and Credits which were of Pandepedda Paroomaliar deceased who was in his life time a Hindoo Native of India by Emanuel Samuel his attorney and brought into the same Court then there his Certain Plaint against Rungammah widow in a Plea of Trespass on the case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Madras to wit Pandepedda Kistniar the Natural and Lawful Succession (according to the Laws and Customs of

Plaint in abumpsit filed 20th Sept 1803

of the Hindoos (to the Estate, Goods Chattels and Credits which were of Pandepedda Paroomauliar deceased who was in his life time a Hindoo Native of India by Emanuel Samuel his Attorney Complains of Rungammah a Hindoo Inhabitant of Madras and the Widow who has possessed herself of assets which were at the time of his death of Paroongalattoor Aumunda Kistna Pillay deceased (who was in his life time a Hindoo Inhabitant of Madras) For that whereas the said Paroongalattore Aumunda Kistna Pillay in his life time to wit on the Twenty fifth day of April in the Year of Christ one thousand Seven hundred and Ninety nine at Madras made his Certain Instrument in writing in the Malabar Language purporting to be and Commonly called a Malabar Bond his own proper hand being thereunto Subscribed and bearing date the day and Year aforesaid - and then and there delivered the same instrument in writing to the said Pandepedda Paroomauliar in his life time by which said instrument in writing the said Paroongallattore Aumunda Kistna Pillay acknowledged that on the day of the Making thereof he had in Consequence of his Urgent occasion Borrowed and Received of the said Pandepedda Paroomauliar the Sum of two thousand and three hundred Star Pagodas Current Money of Madras, and did thereby Engage to repay to the said Pandepedda Paroomauliar the same sum on or before the twenty fifth day of the Month of May then next with all such interest as should or might become due thereon at the rate of twelve per Cent per annum Commencing from

from the said month of April - By means whereof the said
Paroongallattore Annunda Kistna Pillay became liable to pay to the
said Pandepedda Paroomaulier the said Sum of Money in the said
Instrument in Writing Specified according to the tenor and Effect of the
said instrument in writing - And being so liable he the said Paroongal
-lattore Annunda Kistna Pillay in his life time in Consideration thereof
afterwards to wit on the same twenty fifth day of April in the Year
aforesaid at Madras aforesaid undertook and then and there faithfully
promised the said Pandepedda Paroomaulier in his life time to pay him
the said Sum of Money in the said Instrument in writing Specified according
to the tenor and Effect of the said instrument in writing - And whereas
the said Paroongallatore Annunda Kistna Pillay in his life time
afterwards to wit on the twenty fifth day of May in the Year of Christ
one thousand Seven hundred and ninety nine aforesaid at Madras
aforesaid was indebted to the said Pandepedda Paroomaulier in
his life time in the Sum of five thousand Star Pagodas of
lawful Current Money of Madras for Money by the said Pandepedda
Paroomaulier before that time lent and advanced to the said
Paroongallattore Annunda Kistna Pillay and at his Special
instance and request - And being so indebted he the said
Paroongallattore Annunda Kistna Pillay in his life time in
Consideration thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Pandepedda Paroomaulier

in

in his life time to pay him the said last mentioned Sum of Money when he the said Paroongallattore Annanda Kistna Pillay should be thereto afterwards requested - And whereas the said Paroongallattore Annanda Kistna Pillay in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Pandapedda Paroomaulier in his life time in the further Sum of five thousand Star Pagodas of like lawful Current Money of Madras for Money by the said Pandapedda Paroomaulier before that time laid out Expended and paid for the said Paroongallattore Annanda Kistna Pillay and at his like Special instance and request - and being so indebted he the said Paroongallattore Annanda Kistna Pillay in his life time in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pandapedda Paroomaulier in his life time to pay him the said last mentioned Sum of Money when he the said Paroongallattore Annanda Kistna Pillay should be thereto afterwards requested - And whereas also the said Paroongallattore Annanda Kistna Pillay in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Pandapedda Paroomaulier in his life time in the further Sum of five thousand Star Pagodas of like lawful Current Money of Madras for Money by the said Paroongallattore Annanda Kistna Pillay before that time had and received to the use of the

the said Pandepedda Paroomaulier - and being so indebted he the said Paroongallattore Annunda Kistna Pillay in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Pandepedda Paroomaulier in his life time to pay him the said last Mentioned Sum of Money - when he the said Paroom-gallattore Annunda Kistna Pillay should be thereto afterwards Requested - And whereas the said Paroongallattore Annunda Kistna Pillay in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Pandepedda Paroomaulier in his life time of and Concerning divers other Sums of Money before that time due and owing from the said Paroongallattore Annunda Kistna Pillay to the said Pandepedda Paroomaulier and then being in arrear and unpaid and upon that accounting the said Paroongallattore Annunda Kistna Pillay was then and there found to be in arrear and indebted to the said Pandepedda Paroomaulier in the further Sum of five thousand Star Pagodas of like Lawful Current Money of Madras and being so found in arrear and indebted he the said Paroongallattore Annunda Kistna Pillay in his life time in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Pandepedda Paroomaulier

in

in his life time to pay him the said last mentioned Sum of Money when he the said Paroongallattore Annunda Kistna Pillay should be thereto afterwards requested Yea the said Paroongallattore Annunda Kistna Pillay in his life time and the said Rungammah Widow and Possessor of the assets as aforesaid of the said Paroongallattore Annunda Kistna Pillay not regarding the said several Promises and Undertakings of the said Paroongallattore Annunda Kistna Pillay so by him Made in Manner and form aforesaid - but the said Paroongallattore Annunda Kistna Pillay in his life time Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud as well the said Pandapedda Paroomaulier in his life time as the said Pandapedda Kistnier as Lawful Successor as aforesaid to the Estate Goods Chattels and Credits which were of the said Pandapedda Paroomaulier deceased and the said Rungammah Widow in like Manner intending to deceive and defraud the said Pandapedda Kistnier as Lawful Successor as aforesaid have not nor hath either of them Yet paid the said several Sums of Money or any or either of them or any part thereof either to the said Pandapedda Paroomaulier in his life time or to the said Pandapedda Kistnier since the said Pandapedda Paroomaulier's decease Although so to do the said Paroongallattore Annunda Kistna Pillay in his life time was requested by the said Pandapedda Paroomaulier in his life time to wit on the day and year last aforesaid and the said Rungammah Widow after the death of the said Paroongallattore Annunda Kistna

Supreme Court

Second Term 1804

Record of Judgments

Rolls

Kistna Pillay was requested by the said Pandepedda Kistnian as lawful Successor as aforesaid to the Estate Goods Chattels and Credits of the said Pandepedda Paroomaulier and after the death of the said Pandepedda Paroomaulier to wit on the tenth day of September in the year of our Lord one thousand Eight hundred and three - and often afterwards (at Madras aforesaid) But the said Paroongallattore aunanda Kistna Pillay in his life time wholly refused to pay the same as well to the said Pandepedda Paroomaulier in his life time as to the said Pandepedda Kistnian as lawful Successor as aforesaid Since the death of the said Pandepedda Paroomaulier - and the said Rungammah hath wholly refused to pay the same to the said Pandepedda Kistnian and still doth so refuse To the damage of the said Pandepedda Kistnian as lawful Successor as aforesaid of five thousand Star Pagodas and therefore he brings his Suit &c

Afterwards (that is to say) on the Seventh day of April in this Second Term (being the day given to the Parties aforesaid to come before the Court for the trial of the Issue joined between them) come the Parties aforesaid by their attornies aforesaid and Evidence having been given to the Court of and upon the Matters in Issue between the Parties and all and Singular the premises having been seen and fully understood - It appears to the said Court that the said Paroongalattore Aunanda Kistna Pillay in his life time did undertake and promise in Manner and form as the said Pandepedda Kistnian hath above thereof Complained against the said Rungammah and that the said Paroongalattore

aunanda

aunanda Kistna Pillay did not in his life time and that the said Rungammah hath not at any time since his death performed those promises and undertakings or any of them and the Court doth assess the damages sustained by the said Pandepedda Kistniar as the natural Father and lawful Successor to the Estate Goods Chattels and Credits which were of the said Pandapadda Paromaliar by occasion of the non performance by the said Paroongalattore Aunanda Kistna Pillay in his life time and by the said Rungammah since his death of the said several promises and Undertakings of the said Paroongalattore Aunanda Kistna Pillay at the Sum of Two thousand one hundred and eighty four Pagodas and forty one fanams over and besides the costs and charges of the said Pandepedda Kistniar by him about his Suit in this behalf Expended It is therefore Considered by the said Court

Judgment signed in favour of the Plaintiff the 8th May 1804

that the said Pandepedda Kistniar do recover against the said Rungammah Widow his damages aforesaid so as aforesaid assessed and also one hundred and seven Pagodas and five fanams for his said costs and charges by the Court here adjudged to the said Pandepedda Kistniar and with his assent which damages Costs and charges amount in the whole to the Sum of Two thousand two hundred and ninety two Pagodas and one fanam to be levied of the lands debts and Effects which were of the said Paroongalattore

Aunanda

Aunanda Kistna Pillay at the time of his death and which have been possessed by the said Rungammah widow — and

Mercy the said Rungammah in Mercy &c

And thereupon the said Pandepedda Kistniar by Emanuel Samuel Mays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy & make of the Houses, Lands, Debts & other Effects which were of the said Pavongalattore Aunanda Kistna Pillay at the time of his death and which have been possessed by the said Rungammah widow — the Sum of Two thousand two hundred and ninety two Pagodas and one fanam — And it is granted unto him returnable here on the ninth June next —

Writ of Execution issued the 9th May 1804

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of his Majestys Supreme Court of Judicature at Madras of Second Term in the Year of our Lord one Thousand eight hundred and four -

Fort St. George Madras ss - } Sunkarapooram Soobarayaloo Chitty puts in his place Robert Orme his attorney to prosecute against Goday Mongoputty in a Plea of Debt -

Fort St. George Madras ss - } The said Goday Mongoputty in his own person at the Suit of the said Sunkarapooram Soobarayaloo Chitty in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that as of the Fourth Term in the Year of our Lord one Thousand eight hundred and Three before the said Supreme Court of Judicature at Madras came Sunkarapooram Soobarayaloo Chitty by Robert Orme his attorney and brought into the said Court then there his Certain Plaint against Goday Mongaputty in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St. George Madras ss Sunkarapooram Soobarayaloo Chitty by Robert Orme his attorney Complains of Goday Mongoputty being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court of a Plea that he render to him the said Sunkarapooram Soobarayaloo Chitty three thousand

Plaint in debt filed 1st February 1804 -

thousand one hundred and eighty Star Pagodas seven Fanams and fifty six Cash which he the said Goday Mongapatty owes to and unjustly detains from him For that Whereas the said Goday Mongapatty heretofore to wit on the Ninth day of December in the year One thousand eight hundred and one at Madras aforesaid by his certain writing obligatory Sealed with the Seal of the said Goday Mongapatty and to the Court now here Shewn the date whereof is on the same day and year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Sunkarapooram Soobarayaloo Chitty in the Sum of Three thousand one hundred and eighty Star Pagodas, seven Fanams and fifty six Cash to be paid to the said Sunkarapooram Soobarayaloo Chitty when he the said Goday Mongapatty should be thereto afterwards requested: Nevertheless the said Goday Mongapatty (altho' often requested &c.) hath not yet paid the said Sum of Three thousand one hundred and eighty Star Pagodas seven Fanams and fifty six Cash above demanded, or any part thereof, to the said Sunkarapooram Soobarayaloo Chitty But to pay the same or any part thereof to the said Sunkarapooram Soobarayaloo Chitty he the said Goday Mongapatty hath hitherto wholly refused and still doth refuse to the Damage of the said Sunkarapooram Soobarayaloo Chitty of Fifty Pagodas and therefore he brings Suit &c.

And Now in this Second Term in the Year of our Lord one thousand Eight hundred and four that is to say on the Twenty first day of March to which day was given as well to

to the said SanKarapooram Soobarayaloo Chitty as to the said Goday Mongoputty to inform the Court of the Premises comes the said SanKarapooram Soobarayaloo Chitty by his attorney aforesaid and the said Goday Mongoputty altho' Solemnly demanded came not to answer nor did he say any thing in bar or preclusion of the said action of the said SanKarapooram Soobarayaloo Chitty by which the said SanKarapooram Soobarayaloo Chitty remains therein undefended against the said Goday Mongoputty — And the Justices of the said Court having heard the Allegations of the Party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said writing obligatory in the Plaint mentioned is the Deed of the said Goday Mongoputty & the said SanKarapooram Soobarayaloo Chitty hath in his said Plaint in that behalf therein alledged — Therefore it is Considered that the said SanKarapooram Soobarayaloo Chitty do recover against the said Goday Mongoputty his said Debt and also Ninety Nine Pagodas and Thirty eight Fanams for his Costs and Charges by the Court now here adjudged to the said SanKarapooram Soobarayaloo Chitty by his assent and the said Goday Mongoputty in Mercy &c

Judgment signed in favour of the Plaintiff the 9th day of May 1804

mercy

and thereupon the said SanKarapooram Soobarayaloo Chitty by Robert Orme his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and Make of the Houses, Lands Debts

Writ of Execution issued on the 5th May 1804

&c

and other Effects which belong to the said Goday Mongapatty
the Sum of one thousand Six Hundred and Twenty five Pagodas
Twenty one Fanams and fifty eight cash — and it is granted
unto him returnable here on the ninth of June next —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss } Thomas Umpherston puts in his place Townes Disney his attorney against Anthony Gaudoin, in a Plea of Trespass on the case

Fort St. George Madras ss } The said Anthony Gaudoin in his own person at the Suit of the said Thomas Umpherston in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that in the ~~Third~~ term in the year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Thomas Umpherston by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Anthony Gaudoin in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe & Richard Roe which said Plaint follows in these Words - Fort Saint George Madras Thomas Umpherston of Madras Inhabitant by Townes Disney his attorney Complains of Anthony Gaudoin, being a British Subject and as such liable to the jurisdiction of this Honble Court For that Whereas the said Anthony Gaudoin heretofore to wit on the Sixth day of August in the Year one thousand eight hundred and

Plaint in a Sumpat filed 11th August 1804 -

and three at Madras aforesaid was indebted to the said Thomas Umpherston in the Sum of one thousand two hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Thomas Umpherston before that time lent and advanced and paid laid out and Expended to and for the use of the said Anthony Gaudoin at his Special instance and Request and being so indebted he the said Anthony Gaudoin in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras undertook and then and there faithfully promised the said Thomas Umpherston to pay him the said sum of Money when he should be thereunto afterwards requested. And whereas also the said Anthony Gaudoin afterwards to wit on the day and year last mentioned at Madras aforesaid was indebted to the said Thomas Umpherston in other sum of one thousand two hundred Star Pagodas Current Money of Madras aforesaid, for so much Money by the said Anthony Gaudoin before that time had and received to and for the use of the said Thomas Umpherston and being so indebted he the said Anthony Gaudoin in consideration thereof afterwards to wit on the same day and year aforesaid at Madras undertook and then and there faithfully promised the said Thomas Umpherston to pay him the said sum of Money when he should be thereunto afterwards requested - And whereas also the said Anthony Gaudoin afterwards to wit on the day and year last mentioned at Madras aforesaid accounted with the said Thomas Umpherston and concerning divers sums

Sums of Money from the said Anthony Gaudoin to the said Thomas Umpherston before that time due and Owing and then and there in arrear and unpaid, and upon that account the said Anthony Gaudoin was then and there found in arrear and indebted to the said Thomas Umpherston in the Sum of one thousand two hundred Star Pagodas of like lawful Money, and being so indebted, the said Anthony Gaudoin in Consideration thereof afterwards to wit on the day and year last mentioned at Madras aforesaid undertook and then and there faithfully promised the said Thomas Umpherston to pay to the said Thomas Umpherston the said Sum of one thousand two hundred Pagodas last mentioned, when he should be thereunto afterwards requested — Yet the said Anthony Gaudoin not regarding his several promises and undertakings in Manner and form aforesaid made, but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Thomas Umpherston in this particular hath not yet paid the said several sums of Money or any part thereof to the said Thomas Umpherston although often afterwards requested so to do, but hath hitherto wholly refused and still doth refuse so to do, to the said Thomas Umpherston his damage of Two thousand five hundred Pagodas and therefore he brings his Suit and so forth -

And Now at this day, that is to say on the Tenth day of April in this 2d. Term until which day the said Anthony Gaudoin had leave to implead to the said Plaint, and then to answer the same &c. as well the said Thomas Umpherston by his said Attorney as the said Anthony Gaudoin in his own person do come before the

Court

Court here, and the said Anthony Gaudoin defends the wrong and injury
when &c And Says nothing in bar or preclusion of the said action
of the said Thomas Umpherston by which the said Thomas Umpherston
remains therein undefended against the said Anthony Gaudoin —
Therefore It is Considered by the Court here, that the said
Thomas Umpherston do recover against the said Anthony Gaudoin
his said debt amounting to the Sum of one thousand and two hundred
Pagodas, Twenty five Fanams and Sixty five Cash and also the
sum of one hundred and fifty four Pagodas and Seventeen Fanams
for his damages which he hath sustained as well by occasion
of detaining the said debt as for his Costs and Charges by him
about his said Suit in this behalf Expended Making together
the Sum of one thousand three hundred and fifty four Pagodas
Forty two Fanams and Sixty five Cash, by the Court here
adjudged to the said Thomas Umpherston, by his assent, and
that he have Execution thereof, and the said Anthony Gaudoin
in mercy &c And Thereupon the said Thomas Umpherston by Downes
Disney his attorney prays a writ of our Lord the King to be directed
to the Sheriff of Madraspatnam to Cause him to levy & make of the
Lands, Debts, Goods, other Effects which belong to the said
Anthony Gaudoin the Sum of one thousand three hundred and
fifty four Pagodas - Forty two Fanams & Sixty five Cash
and it is granted unto him returnable here on the ninth June
next

Judgment signed in favour of the Plaintiff this 11th August 1804 -

mercy

Writ of Execution issued thereon on the 9th May 1804

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Hs Majestys First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras ss } Aurany Raumasawmy Moodelly puts in his place Emanuel Samuel his attorney against Avadanum Paupiar in a Plea of Trespass on the Case -

Fort St George Madras ss } The said Avadanum Paupiar puts in his place Charles Walters and James Sutherland his attornies at the Suit of the said Aurany Raumasawmy in the Plea aforesaid -

Fort St George Madras ss - } Be it remembered that as of the Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Aurany Raumasawmy Moodelly by Emanuel Samuel his attorney and brought into the same Court then there his Certain Plaint against Avadanum Paupiar in a Plea of Trespass and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Aurany Raumasawmy Moodelly by Emanuel Samuel his attorney Complains of Avadanum Paupiar an Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honble Court - For that Whereas the said Avadanum Paupiar on the eleventh day of July in the Year of Christ one thousand eight hundred and three -

Plaint in assumpsit filed 25 January 1804

to wit at Madras made his certain Instrument in writing in the Malabar Language purporting to be and Commonly called a Malabar Bond his own proper hand being thereunto Subscribed bearing date the day and year aforesaid and then and there delivered the same Instrument in writing to the said Surany Raumasawmy by which said Instrument in writing the said Avadanum Paupiar acknowledged that in consequence of his urgent Occasion he had borrowed and received of the said Surany Raumasawmy the Sum of one thousand and two hundred Star Pagodas current Money of Madras and did thereby engage to repay to the said Surany Raumasawmy the same sum on or before the eleventh august (that is to say the eleventh day of the Month of August next ensuing the day of the date of the said Instrument in writing and in the year of Christ one thousand eight hundred and three aforesaid) By means whereof the said Avadanum Paupiar became liable to pay to the said Surany Raumasawmy the said Sum of Money in the said Instrument in writing specified according to the tenor & effect of the said Instrument in writing - And being so liable he the said Avadanum Paupiar in Consideration thereof afterwards to wit on the same eleventh day of July in the year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Surany Raumasawmy to pay him the said Sum of Money in the said Instrument in writing

writing Specified according to the tenor and effect of the said Instrument in writing - And Whereas the said Avadanum Paupier on the said eleventh day of August in the Year aforesaid at Madras aforesaid was indebted to the said Aurany Raumasawmy in the Sum of two thousand Star Pagodas of the Current Money of Madras for Money by the said Aurany Raumasawmy before that time lent and advanced to the said Avadanum Paupier and at his Special instance and Request - And being so indebted he the said Avadanum Paupier in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Aurany Raumasawmy to pay him the said last Mentioned Sum of Money when he the said Avadanum Paupier should be there to afterwards Requested - And Whereas the said Avadanum Paupier afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Aurany Raumasawmy in the further sum of two thousand Star Pagodas of the like Current Money of Madras for Money by the said Aurany Raumasawmy before that time laid out Expended and paid for the said Avadanum Paupier and at his like Special instance and Request - And being so indebted he the said Avadanum Paupier in Consideration thereof afterwards to wit on the same day & year last aforesaid undertook and then and there faithfully promised the said Aurany Raumasawmy to pay him the said last Mentioned Sum of Money should be thereto afterwards

Requested And Whereas also the said Avadaunum Paupiar
afterwards to wit on the same day and year last aforesaid at Madras
aforesaid was indebted to the said aurany Raumasawmy in the further sum
of two thousand Star Pagodas of the like Current Money of Madras for
Money by the said avadaunum Paupiar before that time had and
received to the use of the said aurany Raumasawmy - And being
so indebted he the said Avadaunum Paupiar in Consideration
thereof afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faithfully promised
the said aurany Raumasawmy to pay him the said last mentioned
Sum of Money when he the said avadaunum Paupiar should be
thereto afterwards requested - And Whereas the said Avadaunum
Paupiar afterwards to wit on the same day and year last
aforesaid at Madras aforesaid accounted with the said aurany
Raumasawmy of and Concerning divers other Sums of Money
before that time due and owing from the said avadaunum Paupiar
to the said aurany Raumasawmy and then being in arrear
and unpaid and upon that accounting the said avadaunum
Paupiar was then and there found to be in arrear and
indebted to the said aurany Raumasawmy in the further Sum
of two thousand Star Pagodas of like lawful Current Money
of Madras and being so found in arrear and indebted he
the said Avadaunum Paupiar in Consideration thereof
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faithfully
promised

promised to the said aurany Raumasawmy to pay him the said last Mentioned Sum of Money when he the said avadanum Paupiar should be thereto afterwards Requested - Yet the said avadanum Paupiar not regarding his said Several promises and undertakings so by him in Manner and form aforesaid made but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said aurany Raumasawmy in this behalf hath not yet paid the said Several Sums of Money or any or either of them or any part thereof to the said aurany Raumasawmy (although so to do, he the said Avadanum Paupiah was Requested by the said aurany Raumasawmy afterwards to wit on the same day and year last aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said aurany Raumasawmy he the said Avadanum Paupiar hath hitherto wholly refused and still doth refuse To the damage of the said aurany Raumasawmy of two thousand Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the Second Term of the present Year one thousand eight hundred and four in the said Supreme Court of Judicature at Madras till which term the said avadanum Paupiar had leave to imparl to the said Plaint and then to answer the same Came as well the said Aurany Ramasawmy Moodelly by his attorney as the said Avadanum Paupiar by Charles Walters and James Sutherland his attornies - And the said Avadanum Paupiar defends the wrong and injury when &c and says that he did not undertake or promise in manner

imparlance

Plea filed 31st March 1804 -

Reflections filed 3d April 1804

Issue Joined

and form as the said aurany Ramasawmy Moodaly hath above
thereof complained against him and of this he puts himself
upon the Court &c — And the said aurany Ramasawmy doth
the like. Afterwards (that is to say) on the Sixth day of
April in this Second Term in the year of our Lord one thousand
eight hundred and four. (being the day given to the Parties
aforesaid to come before the Court for the Trial of the issue
joined between them) come the Parties aforesaid by their attorneys
aforesaid and evidence having been given to the Court of and
upon the Matters in issue between the Parties and all
and Singular the premises having been seen and fully
understood — It appears to the said Court that the
said Paupiar did undertake and promise in manner and form
as the said Ramasawmy hath above thereof complained against
him. And the Court doth assess the damages sustained
by the said Ramasawmy by occasion of the non performance
by the said Paupiar of his said several promises and
Undertakings at the Sum of Seven hundred and fifty six
Pagodas Thirty six Fanams and fifty Cash over and
besides the Costs and Charges of the said Ramasawmy
by him about his Suit in this behalf Expended & It
is therefore Considered by the said Court that the said

Judgment signed in favour of the Plaintiff 10 May 1804 —

Ramasawmy

Second Term 1804

Raumasawmy do Recover against the said Paupiar his damages aforesaid so as aforesaid assessed and also one hundred and twenty Six Pagodas and ~~twenty~~ two fanams for his said Costs and Charges by the Court here adjudged to the said Raumasawmy and with his assent which Damages Costs and Charges amounts in the whole to the sum of Eight hundred and eighty three Pagodas thirteen fanams and fifty Cash - and the said Paupiar in mercy &c.

mercy

And hereupon the said Ramasawmy by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause to be taken the body of the said Paupiar in Satisfaction of his Debt & Costs

Commitment issued 10th May 1804

and it is granted unto him returnable here on the Twenty first May Instant -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of his Majesty's Supreme Court of Judicature at Madras of the second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } Nicholas Ryan puts in his place Charles Walters and James Sutherland his attornies against James Dobbin in a Plea of Trespass

Fort St. George Madras } The said James Dobbin puts in his place Emanuel Samuel his attorney at the Suit of the said Nicholas Ryan in the Plea aforesaid -

Fort St. George Madras } Be it remembered that as of the Fifteenth day of March in the Vacation after the first Term in the Year of our Lord one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Nicholas Ryan by Charles Walters and James Sutherland his attornies and brought into the said Court then there his Certain Plaint against James Dobbin in a Plea of Trespass and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Plaint in assumpsit filed 16th March 1804 -

Fort Saint George Madras } James Sutherland his attorney complains of James Dobbin being a British Subject and as such a person liable to the Jurisdiction of this Honble Court - For that whereas heretofore, to wit, on

on the fourteenth day of March in the year of Christ one thousand eight hundred and four at Madras, in consideration that the said Nicholas at the special instance and request of the said James would buy of him the said James a certain double barrelled Gun at and for the price or sum of one hundred and five Pagodas Current Money of Madras he the said James undertook and to the said Nicholas then and there faithfully promised that the said double barrelled Gun then was a perfect sound and serviceable Gun, and the said Nicholas in fact says that he confiding in the said promise and undertaking of the said James did afterwards, to wit, on the same day and year aforesaid at Madras aforesaid buy the said double Barrelled Gun of and from the said James at and for the price aforesaid Nevertheless the said James not regarding the said promise and undertaking so by him made in that behalf did craftily and subtilly deceive and defraud the said Nicholas in this to wit that the said double barrelled Gun at the time of the making the said promise and undertaking was not good sound or serviceable but on the contrary thereof the same then and there was imperfect unsound and unserviceable to wit, at Madras; and whereas also afterwards, to wit, on the same day and year aforesaid at Madras aforesaid in consideration that the said Nicholas at the like special instance and request of the said James had brought of him the said James a certain other double barrelled Gun at and for the price or sum of other one hundred and five Pagodas current money aforesaid he the said James undertook

and

Supreme Court

Second Term 1804

Record of Judgments

Roll 9

and to the said Nicholas then and there faithfully promised that the said last Mentioned double barrelled Gun then was a perfect sound and serviceable Gun Nevertheless the said James not regarding the said last mentioned promise and undertaking so by him made in that behalf did craftily and subtilly to deceive and defraud the said Nicholas in this, to wit, that the double barrelled Gun last mentioned at the time of the making the said last mentioned promise and Undertaking was not good sound or serviceable but on the Contrary thereof the same then and there was imperfect unsound and unservice=able, to wit, at Madras and whereas also the said James afterwards, to wit, on the same day and year aforesaid, at Madras aforesaid, was indebted to the said Nicholas in other Three Hundred Star Pagodas Current Money aforesaid for so much Money by the said Nicholas before that time laid out Expended and paid for the said James at his special instance and Request, and being so indebted he the said James in Consideration thereof afterwards, to wit, on the same day and Year aforesaid, at Madras aforesaid, undertook and to the said Nicholas then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said James should be thereto afterwards Requested - And whereas also the said James afterwards, to wit, on the same day and year aforesaid at Madras aforesaid

aforesaid was indebted to the said Nicholas in other Sum of Three Hundred Star Pagodas Current Money aforesaid for so much Money by the said James before that time Had and Received to the Use of the said Nicholas and being so indebted he the said James in Consideration thereof afterwards, to wit, on the same day and Year aforesaid at Madras aforesaid undertook and to the said Nicholas then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said James should be thereto afterwards Requested - And whereas also the said James afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Nicholas of and Concerning diverse other Sums of Money, before that time due and owing from the said James and then being in arrear and unpaid to him the said Nicholas, and upon which account he the said James was then and there found in arrear and indebted to the said Nicholas in another large sum of Money to wit the Sum of other three Hundred Pagodas Current Money aforesaid and being so found in arrear and indebted, he the said James in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Nicholas then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said James should be thereto afterwards Requested - Yet the said James not regarding his last Mentioned promises and undertakings so by him made as aforesaid but Contriving and fraudulently intending craftily and subtilly

to

to Decease and Defraud the said Nicholas in this behalf hath not paid the said Several Sums of Money in the said last Mentioned Promises and undertakings Specified or any part thereof (altho' often requested so to do) but he to do this hath wholly refused and still doth refuse to the damage of the said Nicholas of three Hundred Pagodas and therefore he brings Suit &c

imparlance

And afterwards to wit in the Second Term of the present Year one Thousand eight Hundred and four in the said Supreme Court of Judicature at Madras till which term the said Lames had Leave to imparl to the said Plaint and then to answer the same Came as well the said Nicholas by his said attorney as the said Lames by Emanuel Samuel his attorney - and the said Lames defends

Plea filed on the 26th. March 1804

the wrong and Injury when &c and says that he did not undertake or promise in Manner and Form as the said Nicholas hath above thereof Complained against him and of this he puts himself upon the Court — and the said Nicholas doth the like -

Issue Joined

And afterwards a day (that is to say) on the Second day of April in this Second Term in the Year of our Lord one thousand eight Hundred and four is given to the Parties to come before the Court for the trial of the Issue joined between them on which day before the Justices of this Court Comes as well the said Nicholas by his said attorney as the said Lames by his said attorney and Evidence having been given to the said Justices of and upon the Matters in difference between the Parties aforesaid of the Plea aforesaid the said Justices were about to give Judgment of and upon the Premises Whereupon the said Nicholas departed the Court without Leave

Judgment of non suit signed against the Plaintiff the 11th. May 1804

Leave and although solemnly called Cometh not again but maketh
Default and further prosecuteth not his said Suit against the said
James Therefore it is Considered that the said Nicholas take
Nothing by his said Plaint and that he and his pledges to prosecute
be in Mercy &c and that the said James go thereof Without day -
And it is further Considered that the said James Recover against
the said Nicholas Sixty four Pagodas and five Fanams for
his Costs and Charges by him Laid out about his Defence
in this behalf by the Court here adjudged to the said James
and with his assent according to the form of the Statute in
such Case made and provided and that he said James
have Execution thereof &c

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss } Iyah Chitty puts in his place Townes Disney his attorney to prosecute against Terovalore Vencatachella Moodelliar Brother and personal Representative of Terovellore Teagarayen deceased -

Fort St. George Madras ss } The said Terovalore Vencatachella Moodelliar Brother and personal Representative of Terovellore Teagaray deceased in his proper Person at the suit of the said Iyah Chitty in the Plea aforesaid.

Fort St. George Madras ss } Be it remembered that in the Second Term in the Year one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Iyah Chitty by Townes Disney his attorney and brought into the same Court then there his certain Plaint against Terovalore Vencatachella Moodelliar Brother and personal Representative of Terovellore Teagaray deceased in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St. George Madras ss Iyah Chitty of Madras Inhabitant by Townes Disney his attorney Complains

Plaint in a Sumpsit filed 24 March 1804 -

of Terovalore Vencatachella Moodelliar Brother and Personal Representative of Terovalore Teagarayen deceased according to the laws and Customs of such Hindoo Natives of India, being an Hindoo Inhabitant of Madras, and as such a person Subject to the jurisdiction of this Honble Court - For that Whereas the said Terovalore Teagarayen deceased, in his life time heretofore to wit on the Twenty first day of July in the year One thousand eight hundred and one to wit at Madras aforesaid Made a Certain Note in writing in the Malabar Language his own proper hand being thereunto Subscribed, bearing Date the Same day and year aforesaid, and then and there delivered the said Note to the said Iyah Chitty, by which said note the said Terovalore Teagarayen deceased acknowledged ~~to have~~ borrowed and Received of the said Iyah Chitty the sum of Two hundred and Seventy five Pagodas Current Money of Madras which Sum the said Terovalore Teagarayen deceased did thereby engage to repay to the said Iyah Chitty in Six Months, with all such interest as should or might become due thereon at the rate of Twelve per Cent per Annum, by reason whereof and according to the laws and Customs of the Hindoo Natives of India, he the said Terovalore Vencatachella Moodelliar as such personal Representative of the said Terovalore Teagarayen deceased, after the death of the said Terovalore Teagarayen, became liable to pay to the said Iyah Chitty the said Sum of Money in the said Note

he the said Terroovalore Vencatachella Moodelliar as such personal
Representative as aforesaid, in Consideration thereof afterwards
to wit on the Second day of February one Thousand eight hundred
and four at Madras aforesaid undertook and then and there faithfully
promised the said Iyah Chitty to pay him the said last Mentioned
Sum of Money when he the said Terroovalore Vencatachella Moodelliar
personal Representative as aforesaid should be thereunto afterwards
Requested. — And Whereas the said Terroovalore Vencatachella
Moodelliar afterwards and after the death of the said Terroovalore
Teagarayen, as such personal Representative as aforesaid was
indebted to the said Iyah Chitty in the Sum of Two hundred and Seventy
five Star pagodas, Current Money of Madras aforesaid, for so much
Money by the said Iyah Chitty before that time lent and advanced to
the said Terroovalore Teagarayen deceased in his life time at his
Special instance and Request, and being so indebted, he the said
Terroovalore Vencatachella Moodelliar in Consideration thereof afterwards
to wit the same day and year last aforesaid at Madras aforesaid
as such personal Representative as aforesaid undertook and then and
there faithfully promised the said Iyah Chitty to pay him the said
last Mentioned Sum of Money when he should be thereunto afterwards
Requested — And Whereas also the said Terroovalore Vencatachella
Moodelliar afterwards to wit on the same day and year last
aforesaid at Madras aforesaid as such personal Representative as
aforesaid was indebted to the said Iyah Chitty in other Sum of

Two

Two Hundred and Seventy five Star Pagodas of Current Money of Madras aforesaid for so much Money by the said Terovallore Tangarayen deceased in his life time before that time had and received to and for the use of the said Iyah Chitty, and being so indebted, he the said Terovalore Vencatachella Moodelliar in Consideration thereof afterwards to wit the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Iyah Chitty to pay him the said Sum of Money last mentioned, when he should be thereunto afterwards Requested. And whereas also the said Terovalore Vencatachella Moodelliar personal Representative as aforesaid afterwards to wit on the day and year last aforesaid at Madras aforesaid accounted together with the said Iyah Chitty of and Concerning divers other Sums of Money before that time due and Owing from the said Terovalore Vencatachella Moodelliar, as such personal Representative as aforesaid, to the said Iyah Chitty and then being in arrear and unpaid, and upon that account the said Terovalore Vencatachella Moodelliar personal Representative as aforesaid, was then and there found in arrear and indebted to the said Iyah Chitty in another large Sum of Two Hundred and Seventy five Star Pagodas, Current Money aforesaid and being so found in arrear and indebted, he the said Terovalore Vencatachella Moodelliar in Consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid as such personal Representative as

said Iyah Chitty to pay him the said last mentioned Sum of Money when he should be thereun to afterwards requested — Yet the said Terouvelore Tagarayen deceased in his life time, and the said Terouvellore Vencatachella Moodelliar, personal representative as aforesaid, since his decease not regarding their several promises and undertakings in manner and form aforesaid made, but Contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Iyah Chitty in this particular hath not yet paid the said Several Sum of Money or any part thereof to the said Iyah Chitty although he the said Terovalore Tagarayen deceased in his life time and the said Terovalore Vencatachella Moodelliar since his decease afterwards to wit on the same day and year last aforesaid and often after to wit at Madras aforesaid, by the said Iyah Chitty was requested first to pay the same to him he the said Terovalore Vencatachella Moodelliar personal representative as aforesaid hath hitherto wholly refused and still doth refuse to the said Iyah Chitty his damage of Five Hundred Star Pagodas, and therefore he brings his Suit and so forth —

And now at this day, that is to say, on the 28th. day of April 1804 in this same Second Term the said Terouvellore Vencatachella comes and defends the wrong and injury when &c and says that he cannot deny the said action of the said Iyah Chitty, nor but that he did undertake and promise in manner and form as the said Iyah Chitty hath above thereof Complained against him, nor but that the said Iyah Chitty hath sustained Damages by occasion of

Plea & Confession filed 28th. April 1804

of the Non performance of the said several promises and undertakings to the sum of three Hundred and thirty three Star Pagodas, and Eighteen Fanams as he the said Iyah Chitty hath above in his said Declaration Supposed, and thereupon the said Iyah Chitty prays that the damages so acknowledged together with his Expences and Costs laid out by him about his Suit in this behalf may be adjudged to him &c. Therefore

Judgment signed in favour of the Plaintiff the 17th May 1804.

It is Considered, that the said Iyah Chitty recover against the said Teroovellore Vencatachella Chitty his damages aforesaid so by him in form aforesaid acknowledged and also the Sum of Sixty three Star Pagodas for his Costs and Charges by the Court here adjudged to the said Iyah Chitty by his assent which damages in the whole amount to the sum of Three hundred and Ninety six Star Pagodas and Eighteen Fanams and the said Teroovellore Vencatachella Moodelly in mercy &c.

mercy

And thereupon the said Iyah Chitty by Townes Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Teroovellore Vencatachella Moodelly Brother & personal representative of Teroovellore Teagaroyen deceased the Sum of three hundred and Ninety six Pagodas and eighteen fanams - and it is granted unto him returnable here on the eighteenth June next -

Writ of Execution issued 17th May 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the second Term in the Year of our Lord one thousand eight hundred and four -

Fort Saint George Madras ss } Sadaringapatnam Venaiga Moodelliar puts in his place Townes Disney his Attorney against Terovalore Vencatachella Moodelliar, the Brother and personal Representative of Terovalore Teagarayen deceased in a Plea of Trespass on the case -

Fort Saint George Madras ss } The said Terovalore Vencatachella Moodelliar the Brother and personal Representative of Terovalore Teagarayen deceased at the Suit of the said Sadaringapatnam Venaiga Moodelliar in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the First Term in the year one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Sadaringapatnam Venaiga Moodelliar by Townes Disney his Attorney and brought into the same Court then there his certain Plaint against Terovalore Vencatachella Moodelliar the Brother and personal Representative of Terovalore Teagarayen deceased in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George Madras ss Sadaringapatnam Venaiga Moodelliar of Madras Inhabitant by Townes Disney his attorney Complains of Terovalore Vencatachella Moodelliar, the Brother and personal Representative of Terovalore Teagarayen deceased on Windos Nature

Plaint in assumpsit filed 15th Febry 1804 —

Native of India according to the Laws and Customs of such Hindoo Natives of India, being an Hindoo Inhabitant of Madras and as such a person Subject to the jurisdiction of this Honble Court. - For that Whereas the said Terovalore Teagarayen since deceased heretofore to wit on the Eighteenth day of June in the Year one thousand eight hundred to wit at Madras aforesaid Made his certain Note in writing in the Malabar Language according to the Custom of such Hindoo Natives of India, his own proper hand being thereunto Subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Sadarangapatnam Venaiga Moodellian by which said Note he the said Terovalore Teagarayen deceased acknowledged to have borrowed and received of the said Sadarangapatnam Venaiga Moodellian, the Sum of Two thousand Star Pagodas Current Money of Madras aforesaid, which sum he the said Terovalore Teagarayen did engage thereby to repay to the said Sadarangapatnam Venaiga Moodellian on or before the Eighteenth day of September then Next ensuing with all such interest as Should or might become due thereon at the Rate of Twelve per Cent per annum, by reason whereof and according to the Laws and Customs of the Hindoo Natives of India the said Terovalore Teagarayen since deceased then and there became liable to pay to the said Sadarangapatnam Venaiga Moodellian the said sum of Money in the said Note Contained according to the tenor and Effect thereof, and being so liable, he the said Terovalore Venkatachella

Moodelliar, personal Representative as aforesaid in Consideration thereof afterwards to wit the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sadaringapatnam Venaiga Moodelliar to pay him the said last mentioned Sum of Money when he should be thereunto afterwards Requested — And Whereas also the said Terovalore Teagarayen since deceased aforesaid was indebted to the said Sadaringapatnam Venaiga Moodelly in other Sum of Two Thousand Star Pagodas Current Money aforesaid, for so much Money by the said Sadarangapatnam Venaiga Moodelliar before that time lent and advanced to the said Terovalore Teagarayen deceased in his life time at his Special instance and Request, and being so indebted he the said Terovaloore Vencatachella Moodelliar personal Representative as aforesaid in Consideration thereof afterwards to wit the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sadaringapet =nam Venaiga Moodelliar to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards Requested — And Whereas also the said Terovalore Teagarayen deceased afterwards to wit on the day and Year aforesaid at Madras aforesaid was indebted to the said Sadaringapatnam Venaiga Moodelliar in other Sum of Two Thousand Star Pagodas, Current Money of Madras aforesaid for so much Money by the said Terovalore Teagaraya in his life time before that time had and received to and for the use

use of the said Saderingapatnam Venaiga Moodelliar and being so indebted, he the said Terovalore Vencatachella Moodelliar personal Representative as aforesaid in Consideration thereof afterwards to wit the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sadaringapatnam Venaiga Moodelliar to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards Requested- And whereas also the said Terovalore Vencatachella Moodelliar personal Representative as aforesaid afterwards to wit on the day and year last aforesaid at Madras aforesaid accounted together with the said Sadaringapatnam Venaiga Moodelliar of and Concerning divers Other Sums of Money before that time due and owing from the said Terovalore Tagarayen Deceased in his life time to the said Sadaringapatnam Venaiga Moodelliar, and then and there being in arrear and unpaid and upon that account the said Terovalore Tagarayen deceased was then and there found in arrear and indebted to the said Sadaringapatnam Venaiga Moodelliar in another Sum of Two thousand Star Pagodas Current Money aforesaid and being so found in arrear and indebted he the said Terovalore Vencatachella Moodelliar personal Representative as aforesaid in Consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sadaringapatnam Venaiga Moodelliar to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards Requested- Yet the said Terovalore Tagarayen deceased in his life time and the said

Terroovalore Vencatachella Moodelliar personal Representative as aforesaid since his decease not regarding their said Several promises and undertakings aforesaid made, but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Sadaringapatnam Venaiga Moodelliar in this particular the said Terroovalore Teagarayen deceased in his life time and the said Terroovalore Vencatachella Moodelliar personal Representative as aforesaid Since his Decease hath not yet paid the said Several Sums of Money or any part thereof to the said Sadaringapatnam Venaiga Moodelliar although often Requested so to do- but to pay the same to him, he the said Terroovalore Vencatachella Moodelliar personal Representative as aforesaid hath hitherto wholly refused, and still doth refuse to the said Sadaringapatnam Venaiga Moodelly his damage of Four thousand Star pagodas and therefore he brings his Suit and so forth -

And now at this day that is to say on the 15th day of February in the Year of our Lord one thousand eight hundred and four in this first Term the said Terroovallore Vencatachella Moodelliar comes and defends the wrong and injury when &c and says that he cannot deny the said action of the said Sadaringapatnam Venaiga Moodelliar nor but that he did undertake and promise in manner and form as the said Sadaringapatnam Venaiga Moodelliar hath above thereof complained against him, nor but that the said Sadaringapatnam Venaiga Moodelliar hath sustained damages by occasion of the nonperformance of the said Several promises and undertakings to the Sum of Two thousand nine hundred and eight Star Pagodas and thirty fanams, as he the said Sadaringapatnam Venaiga Moodelliar hath above in his said Declaration Supposed Whereupon the said Sadarangapatnam Venaiga Moodelliar &c acknowledged together with

Plea of Confession filed 31st March 1804

Judgment signed in favour of the Plaintiff the 17th May 1804 -

his Expences and Costs laid out by him about his Suit in this behalf may be adjudged to him &c. Therefore it is Considered that the said Sabarangapatnam Venaiga Moodelliar Recover against the said Terovallore Vencatachella Moodelliar his damages aforesaid so by him in form aforesaid acknowledged and also the Sum of Fifty Star Pagodas and Thirty Fanams for his Costs and Charges by the Court here adjudged to the said Sabarangapatnam Venaiga Moodelliar by his assent, which damages in the whole amount to the Sum of Two Thousand nine Hundred and Sixty five Star Pagodas and Sixteen Fanams - And the said Terovallore Vencatachella in Mercy &c

Mercy

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the " " Honble Sir Henry Gwillim Knight, First Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras ss } Samuel Makertick Moorat puts in his place Robert Orme his attorney to prosecute against Avadanum Paupiah Braming in a Plea of debt -

Fort St George Madras ss } The said Avadanum Paupiah Braming puts in his place Townes Disney his attorney at the Suit of the said Samuel Makertick in the Plea aforesaid.

Fort St George Madras ss } Be it remembered that as of the Tenth day of May in the Vacation after the Second Term in the Year of our Lord one thousand eight hundred and four - before the Supreme Court of Judicature at Madras came Samuel Makertick Moorat by Robert Orme his Attorney and brought before the same Court then there his certain Plaint against Avadanum Paupiah Braming in a Plea of debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Plaint in Debt
Filed 16th May 1804

Fort St George Madras ss } Samuel Makertick Moorat by Robert Orme his Attorney complains of Avadanum Paupiah Braming being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of His Honorable Court of a Plea that he render Seventy seven thousand and Sixty two Pagodas which he the said Avadanum Paupiah Braming owes to and unjustly detains from the said Samuel Makertick Moorat For that

Whereas

Whereas the said Avadanum Paupiah Braminy heretofore to wit on the Twentieth day of October in the Year one thousand eight hundred and three at Madras aforesaid by his certain Writing obligatory sealed with the Seal of the said Avadanum Paupiah Braminy and to the Court now here Shewn the date whereof is on the day and year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Samuel Makertick Moorat in the penal Sum of Seventy seven thousand and Sixty two Pagodas to be paid to the said Samuel Makertick Moorat when he the said Avadanum Paupiah Braminy should be thereunto afterwards Requested - Yet the said Avadanum Paupiah Braminy (altho' often Requested &c) hath not yet paid the said Sum of Seventy Seven thousand and Sixty two Pagodas above demanded, to the said Samuel Makertick Moorat But to pay the same or any part thereof to the said Samuel Makertick Moorat he the said Avadanum Paupiah Braminy hath hitherto wholly refused and still doth refuse To the said Samuel Makertick Moorat his Damage of Fifty Pagodas and therefore he brings Suit &c

Plea &
Judgment signed in favour of the Plaintiff the 22d of may 1804-

And the said Avadanum Paupiah Braminy by Townes Disney his attorney comes and defends the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Samuel Makertick Moorat by which the said Samuel Makertick Moorat remains therein undefended against the said Avadanum Paupiah Braminy Therefore it is Considered that the said Samuel Makertick Moorat

Recover against the said Auvadanum Paupiah Braminy his said Debt and also Forty Pagodas and Twenty one Fanams for his damages which he hath sustained as well by Occasion of the detaining the said Debt as for his Costs and Charges by him about his Suit in this behalf Expended by the Court here adjudged to the said Samuel Makerbick Moorad by his attorney and the said Auvadanum Paupiah Braminy in Mercy &c

Mercy

And Thereupon the said Samuel Makerbick Moorad by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy & make of the Houses, Lands, Debts and other Effects which belong to the said Auvadanum Paupiah Braminy the Sum of forty one Thousand two hundred and Eighty Pagodas & Twenty one Fanams — and it is granted unto him returnable here on the 22d June next.

Writ of Execution issued the 22d May 1804 —

Second Term 1804

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His majesty's Supreme Court of Judicature at Madras

Fort St. George Madras ss } Pauky Streeraumloo Naick puts in his place Roberts orme his attorney against Cattah Narrapah in a Plea of Debt -

Fort St. George Madras ss } The said Cattah Narrapah in his own person at the Suit of the said Pauky Streeraumloo Naick in the Plea aforesaid -

Fort St. George Madras ss } Be it Remembered that on Wednesday the twenty first day of March in this same Term before the said Supreme Court of Judicature at Madras comes Pauky Streeraumloo Naick by Roberts orme his Attorney and brings into the said Court now here his Certain Plaints against Cattah Narrapah in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaints follows in these words to wit Fort Saint George Madras ss. Pauky Streeraumloo Naick by Roberts orme his attorney Complains of Cattah Narrapah being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court of a Plea that he render to him the said Pauky Streeraumloo Naick Four thousand and Six hundred Star Pagodas which

Plaint in Debt filed 24th March 1804 -

from him For that whereas the said Cattah Narrapah heretofore to wit on the twenty third day of February in the Year one thousand eighs Hundred and three at Madras aforesaid by his Certain Writing obligatory Sealed with the seal of the said Cattah Narrapah and to the Court now here shewn the date whereof is on the day and Year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Pauky Streeraumloo Naick in the Sum of Four Thousand and Sive Hundred Star Pagodas to be paid to the said Pauky Streeraumloo Naick when he the said Cattah Narrapah should be thereto afterwards requested Neverthelefs the said Cattah Narrapah (altho' often requested &c) hath not yet paid the said Sum of Four Thousand and Six Hundred Star Pagodas above demanded or any part thereof to the said Pauky Streeraumloo Naick But to pay the same or any part thereof to the said Pauky Streeraumloo Naick he the said Cattah Narrapah hath hitherto wholly refused and Still doth refuse To the Damage of the said Pauky Streeraumloo Naick of Fifty Pagodas and therefore he brings suit &ca

And the said Cattah Narrapah in his own person comes and Says that he cannot deny the said action of the said Pauky Streeraumloo Naick nor but that the said Bond in the said Plaint mentioned is the Deed of the said Cattah Narrapah nor but that he the said Cattah Narrapah owes to and detains from the said Pauky Streeraumloo Naick the said Four Thousand and Sive Hundred

Cognovit filed 7th April 1804 -

Judgment signed in favour of the Plaintiff the 28th may 1804.

Hundred Star Pagodas in Manner and form as the said Pauky Sreeraumloo Naick hath above thereof Complained against him – Therefore it is Considered that the said Pauky Sreeraumloo Naick recover against the said Cattah Narrapah his said Debt and also forty four Pagodas and eleven Fanams for his Damages which he hath sustained as well by occasion of the detaining the said Debt as also for his Costs and Charges by him about his Suit in this behalf Expended adjudged to the said Pauky Sreeraumloo Naick by his Agent and the said Cattah Narrapah in Mercy &c

Mercy

And hereupon the said Pauky Sreeraumloo Naick by Roberts orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses. Lands. Debts and other Effects which belong to the said Cattah Narrapah the Sum of Two thousand six hundred and eight teighs Pagodas and twenty one Fanams – and it is granted unto him returnable here on the Twenty eighth day of June next –

Writ of Execution issued on the 28th May 1804 –

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His majestys Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and four -

Fort Saint George Madras ss } Mily Samudra Moodelliar puts in his place Robert orme his attorney against Terovallecany Chittacooruvy Tandavaroya Graminy in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras - ss. } The said Terovallecany Chittacooruvy Tandavaroya Graminy puts in his place George Mc Mahon his attorney at the Suit of the said Mily Samudra Moodelliar in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that as of the Fourth Term in the Year one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Mily Samudra Moodelliar by Robert orme his attorney and brought into the said Court then there his certain Plaint against Terovallecany Chittacooruvy Tandavaroya Graminy in a Plea of Trespass on the Case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these Words to wit Fort Saint George Madras ss Mily Samudra Moodelliar by Robert orme his attorney Complains of Terovallecany Chittacooruvy Tandavaroya Graminy being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court - For that whereas the said Terovallecany Chittacooruvy Tandavaroya Graminy heretofore to wit on the fifth Day of Doormady Year

Plaint in assumpsit filed 3d November 1803

Year of the Hindoos being the Fifteenth day of January in the Year of Christ one thousand eight hundred and two at Fort Saint George Madras aforesaid according to the Laws and Customs of the Hindoo Natives, made his Certain Note or agreement in writing in the Malabar Language his own proper hand being thereto subscribed bearing date the day and year aforesaid and then and there delivered the said Note to the said Mily Samudra Moodeliar, whereby reciting that on accounts of the disposal of the House of Mooddukistna Moodeliar arbitrators had that day made award for the Balance of the Sum of Three hundred and Sixty two Pagodas and an half he the said Terovallecany Chittacooruvy Tandava-roya Graminy did thereby engage to pay the said Sum of Three hundred and Sixty two Pagodas and an half to him the said Mily Samudra Moodeliar on or before the fifteenth or twenty fifth then Instant and receive the Choultry Bill of Sale together with the Bill of Sale in case of the failure of the payment agreeable to the time above limitted he the said Terovallecany Chittacooruvy Tandavaroya Graminy did thereby further engage to pay the said Sum of Three hundred and Sixty two Pagodas and an half together with Interest at the rate of Twelve per Cent per annum Commencing from the date on which he purchased the House - and the said Mily Samudra Moodeliar avers that he the said Mily Samudra Moodeliar was at all times ready and willing to deliver and did actually tender and offer to deliver to the said Terovallecany Chittacooruvy Tandavaroya Graminy the Choultry Bill of Sale together with the Bill of Sale of the said House as in the said Note or agreement Mentioned to wit on the said Twenty fifth day of January in the Year aforesaid and often times before and after

Was

Supreme Court

Record Term 1801

Record of Judgment

Roll 9

Supreme Court

Second Term 1804

Record of Judgment

Rule 10

that day to wit at Fort Saint George Madras aforesaid. Yet the said Terovallecany Chittacoomy Tondavaraya Graminy not regarding his said agreement and Undertaking then and there refused and still refuses to pay the said Sum of Three Hundred and Sixty two Pagodas and an Half with Interest thereon and deliver the said Chaultry Bill of Sale, together with the Bill of Sale of the said House according to his said note or engagement By reason whereof and by virtue of the Laws and Customs of such Hindoo Natives in that behalf the said Terovallecany Chittacoomy Tondavaraya Graminy then and there became liable to pay to the said Mily Samudra Moodeliar the said Sum of Three Hundred and Sixty two Pagodas and an Half with Interest thereon according to the tenor and effect of the said Note or agreement in writing and being so liable he the said Terovallecany Chittacoo= =voory Tandavaraya Graminy in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Mily Samudra Moodeliar to pay him the said Sum of Three Hundred and Sixty two Pagodas and an Half with Interest thereon at the rate aforesaid according to the tenor and effect of the said note or agreement whenever he the said Terovallecany Chittacoomy Tandavaraya Graminy should be thereunto afterwards requested - And whereas also the said Terovallecany Chittacoomy Tandavaraya Graminy afterwards to wit on the said Twenty fifth day of January in the Year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Mily Samudra Moodeliar in the Sum of Six Hundred Star Pagodas of lawful Current Money of Madras for so much Money by the said Mily Samudra Moodeliar before that time laid out Expended and

and paid for the said Terroovallecany Chittacooruvy Tandavaroya Graminy and at his Special instance and request and being so indebted he the said Terroovallecany Chittacooruvy Tandavaroya Graminy in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Mily Samudra Moodeliar to pay him the said last mentioned Sum of Money when he the said Terroovallecany Chittacooruvy Tandavaroya Graminy should be thereunto afterwards requested - and Whereas also the said Terroovallecany Cittacooruvy Tandavaroya Graminy afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Mily Samudra Moodeliar in the further Sum of Six Hundred Star Pagodas of like Current Money for so much Money by the said Terroovallecany Chittacooruvy Tandavaroya Graminy before that time had and received to and for the use of the said Mily Samadra Moodeliar - and being so indebted he the said Terroovallecany Chittacooruvy Tandavaroya Graminy in Consideration thereof afterwards to wit on the same Day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Mily Samudra Moodeliar to pay him the said last mentioned Sum of Money when he the said Terroovallecany Chittacooruvy Tandavaroya Graminy should be thereunto afterwards requested - And Whereas also the said Terroovallecany Chittacooruvy Tandavaroya Graminy afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid accounted with the said Mily Samadra Moodeliar of and Concerning divers other Sums of Money before that time due and owing from the said Terroovallecany Chittacooruvy Tandavaroya Graminy to the said

Mily

Mily Samudra Moodeliar and then being in arrear and unpaid and upon that
accounting the said Terovallecany Chittacooruvy Tandavaroya Graminy was then
and there found to be in arrear and indebted to the said Mily Samudra
Moodeliar in the further sum of Six Hundred Star Pagodas of like
Current Money and being so found in arrear and indebted he the said
Terovallecany Chittacooruvy Tandavaroya Graminy in Consideration thereof
afterwards to wit on the same day and Year last aforesaid at
Fort Saint George Madras aforesaid undertook and then and there faith-
fully promised the said Mily Samudra Moodeliar to pay him the
said last mentioned Sum of Money when he the said Terovallecany
Chittacooruvy Tandavaroya Graminy should be thereunto afterwards
requested - Yet the said Terovallecany Chittacooruvy Tandavaroya
Graminy not regarding his said several promises and undertakings
so by him made in manner and form aforesaid but Contriving and
fraudulently intending Craftilly and Subtilly to deceive and defraud
the said Mily Samudra Moodeliar in this behalf hath not yet
paid the said several Sums of Money or any of them or any part
thereof (altho' so to do he the said Terovallecany Chittacooruvy
Tandavaroya Graminy was requested by the said Mily Samudra Mood:
to wit on the same day and Year last aforesaid and often afterwards
to wit at Fort Saint George Madras aforesaid) But the said
Terovallecany Chittacooruvy Tandavaroya Graminy to pay the same
or any of them or any part thereof to the said Mily Samudra Moodeliar
hath hitherto wholly refused and still doth refuse to the
Damage of the said Mily Samudra Moodeliar of Eight Hundred
Star

Pa 95

Second Term 1804

Star Pagodas and therefore he brings Suit &c

Imparlance

And Now in this same First Term that is to say on the Second day of February until which day the said Terroovalleeany Chittacoorumy Tandavaraya Graminy had leave to imparl to the said Plaints and then to answer the same at which day before the said Court comes as well the said Mily Samudra Moodeliar by his said attorney as the said Terroovalleeany Chittacoorumy Tandavaraya Graminy by George McMahon his attorney and the said Terroovalleeany Chittacoorumy Tandavaraya Graminy defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the said Mily Samudra Moodeliar hath above thereof Complained against him and of this he puts himself upon the Court - and the said Mily Samudra Moodeliar doth the like &c -

Plea filed 11th February 1804

And Now in this same Term that is to say on the twenty first day of the said Month of February to which day was given as well to the said Mily Samudra Moodeliar as to the said Terroovalleeany Chittacoorumy Tandavaraya Graminy to inform the Court of the Premises at which day came the Parties aforesaid by their said Attornies and the Justices of the said Court having heard the respective allegations of the parties and Examined the truth thereof and duly and deliberately considered the Evidence say that the said Terroovalleeany Chittacoorumy Tandavaraya Graminy did promise and undertake in Manner and form as the said Mily Samudra Moodeliar hath above thereof Complained against him and they assess the damages of the said Mily Samudra Moodeliar on occasion of the Premises besides his Costs and Charges by him about his Suit in

Judgment signed in favour of the Plaintiff the 30th. May 1804 -

in this behalf Expended to Three hundred and ninety two Pagodas and twenty two fanams Therefore it is Considered that the said Mily Samudra Modelliar do recover against the said Trovalle =cany Chittacooruny Tandavaroya Graminy his Damages aforesaid in form aforesaid assessed and also one hundred and seventy nine Pagodas and nine fanams for his said Costs and Charges by the said Court now here adjudged to the said Mily Samudra Modeliar with his assent which said Damages Costs and Charges in the Whole amount to five hundred and seventy one Pagodas and thirty one fanams - And the said Veroovallecany Chittacooruny Tandavaroya Graminy in mercy -

mercy

And thereupon the said Mily Samudra Modelliar by Robert orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, debts and Other Effects which belong to the said Veroovallecany Chittacooruny Tandavaroya Graminy the Sum of five hundred and Seventy one Pagodas and thirty one fanams - and it is granted unto him returnable here on the fifteenth June next

Writ of Execution issued on the 30th day of May 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the second Term in the year of our Lord one Thousand eight hundred and four —

Fort St. George Madras ss } Maungaudoo Valappa Modelliar puts in his place Robert Orme his attorney against Clambaukom Teagarayan in a Plea of Trespass on the case —

Fort Saint George Madras ss } The said Clambaukom Teagarayan in his own person at the suit of the said Maungaudoo Valappa Modelliar in the Plea aforesaid —

Fort Saint George Madras ss } Be it remembered that as of the Third Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Maungaudoo Valappa Modeliar by Robert Orme his Attorney and brought into the same Court their Certain Plaints against Clambaukom Teagarayan being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the case .. .. and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaints follows in these words to wit Fort Saint George Madras ss Maungaudoo Valappa Modeliar by Robert Orme his Attorney Complains of Claumbaukom Teagarayan being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court

Plaint in a Pumpet Lea 2d Sept 1803

Court For that Whereas the said Claumbaukom Teagarayan heretofore to wit on the Third Poorattausy of Pingala Year answering to the fifteenth day of September in the Year of Christ one thousand seven hundred and ninety seven at Fort Saint George Madras aforesaid according to the Laws and Customs of the Hindoo Natives of Madras aforesaid made his Certain Note in writing in the Malabar Language his own proper hand being thereunto subscribed bearing date the day and year aforesaid and then and there delivered the said Note to the said Mungaudoo Valappa Modelliar and thereby acknowledged to have borrowed and received of the said Mungaudoo Valappa Modelliar the sum of Six hundred and fifty Star Pagodas Current Money of Madras which Sum he the said Claumbaukom Teagarayan did thereby engage to repay him the said Mungaudoo Valappa Modelliar on or before the thirtieth Mausy or tenth March then next ensuing with all such Interest as should or might become due thereon at the rate of Twelve per Cent per annum By Means whereof and according to the Laws and Customs of such Hindoo Natives in that behalf the said Claumbaukom Teagarayan then and there became liable to pay to the said Mungaudoo Valappa Modelliar the said Sum of Six hundred and fifty Star Pagodas in the said Note mentioned with Interest thereon after the rate aforesaid according to the tenor and Effect of the said Note - and being so liable he the said Claumbaukom Teagarayan in Consideration thereof afterwards

afterwards to wit on the same day and Year first aforesaid at Fort Saint George Madras aforesaid undertook and to the said Mungaudoo Valappa Moodelliar then and there faithfully promised to pay to him the said Sum of six hundred and fifty Star Pagodas in the said Note mentioned with Interest thereon after the Rate aforesaid according to the tenor and effect of the said Note And Whereas also the said Claumbaukom Teagarayan afterwards to wit on the Tenth day of March in the Year of Christ one thousand Seven hundred and Ninety eight at Fort Saint George Madras aforesaid was indebted to the said Mungaudoo Vallappa Moodelliar in the sum of one thousand Star Pagodas of lawful Current Money of Madras for so much Money by the said Mungaudoo Vallappa Moodelliar before that time lent and advanced to the said Claumbaukom Teagarayan and at his Special instance and request and being so indebted he the said Claumbaukom Teagarayan in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Mungaudoo Valappa Moodelliar to pay him the said last mentioned Sum of money when he the said Claumbaukom Teagarayan should be thereunto afterwards requested — And Whereas also the said Claumbaukom Teagarayan afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Mungaudoo Valappa Moodeliar in the further Sum of Two Thousand Star Pagodas of like Current Money for so much Money by the said Mungaudoo Valappa Moodeliar before that time laid out Expended and paid to and for the Use of the said Claumbaukom Teagarayan and at his Special instance and request and being so

indebted he the said Claumbaukom Teagarayan in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Mungaudoo Valappa Moodeliar to pay him the said last mentioned Sum of Money when he the said Claumbaukom Teagarayan should be thereunto afterwards requested - And whereas also the said Claumbaukom Teagarayan afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Mungaudoo Valappa Moodeliar in the further Sum of Two thousand Star Pagodas of like Current Money for so much Money by the said Claumbaukom Teagarayan before that time had and received to and for the Use of the said Mungaudoo Valappa Moodeliar and being so indebted he the said Claumbaukom Teagarayan in Consideration thereof afterwards to wit on the same Day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Mungaudoo Valappa Moodeliar to pay him the said last mentioned Sum of Money when he the said Claumbaukom Teagarayan should be thereunto afterwards requested - Yet the said Claumbaukom Teagarayan not regarding his said several promises and undertakings so by him made in manner and form aforesaid but Contriving and fraudulently intending - craftily and subtilly to deceive and defraud the said Mungaudoo Valappa Moodeliar in this behalf hath not yet paid the said several Sums of Money or any of them or any part thereof (although so to do he the said Claumbaukom Teagarayan was requested by the said Mungaudoo Valappa Moodeliar to wit on the same day and year last aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid)

But

But the said Claumbaukom Teagarayan to pay the same or any of them or any part thereof to the said Maungaudoo Valappa Moodeliar hath hitherto wholly refused & still doth refuse to the Damage of the said Maungaudoo Valappa Moodeliar of Three thousand Star Pagodas and therefore he brings Suit &ca

And now in this Second Term in the year one thousand eight hundred and four that is to say on the Twenty first day of March to which day was given as well to the said Maungaudoo Valappa Moodeliar as to the said Claumbaukom Teagarayan - And the said Claumbaukom Teagarayan says nothing in bar or preclusion of the said action of the said Maungaudoo Valappa Moodeliar by which the said Maungaudoo Valappa Moodeliar remains therein undefended against the said Claumbaukom Teagarayan for which the said Maungaudoo Valappa Moodeliar ought to recover his Damages by occasion of the Premises - And afterwards to wit on the fifth day of April in the Term last aforesaid the said Court having diligently enquired what Damages the said Maungaudoo Valappa Moodeliar hath sustained as well by the Means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and adjudge that the said Maungaudoo Valappa Moodeliar hath sustained Damages by occasion of the Premises over and above his Costs and Charges to one thousand one hundred and seventy two Pagodas and for those Costs and Charges to one hundred and eighty Pagodas

and

Judgment signed for the Plaintiff this 2d day of June 1804 -

and four fanams - Therefore it is Considered that the said Mungaudoo Valappa Moodeliar recover against the said Clamhaukom Teagarayen his Damages and Costs aforesaid by the Court aforesaid found and adjudged which Damages in the whole amount to one thousand three hundred and fifty two Pagodas and four fanams, and the said Clamhaukom Teagarayen in Mercy &c

Mercy

And Thereupon the said Mungaudoo Valappa Moodeliar by Robert Orme his attorney prays a Writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy & make of the Houses. Lands. debts. Lotta Effects which belong to the said Clamhaukom Teagarayan the Sum of one thousand three hundred and fifty two Pagodas and four fanams - and it is granted unto him - Returnable here on the 2d July next -

Writ of Execution issued on the 2d June 1804 -

Second Term 1804

Reas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the year of our Lord one thousand eight hundred and four —

Fort St. George Madras } Mootiah Chitty puts in his place George Mc Mahon his attorney to prosecute against Thasapah Chitty and Mootoo Colandy Chitty in a plea of Trespass on the Case —

Fort St. George Madras } The said Thasapah Chitty and Mootoo Colandy Chitty in their own persons at the Suit of the said Mootiah Chitty in the Plea aforesaid —

Fort St. George Madras } Be it remembered that of the fourth day of November in the Vacation after the Fourth Term in the year of Christ one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Mootiah Chitty by George Mc Mahon his attorney and brought into the same court then there his certain Plaint against Thasapah Chitty and Mootoo Colandy Chitty in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows

Plaint in assumpsit filed 4th Novr 1803

in these words — Fort Saint George to wit Mootiah Chitty by George Mc Mahon his attorney Complains of Thasapah Chitty and Mootoo Colandy Chitty Natives Inhabitants of Madras and as such persons Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case for this to wit — That whereas the said Thasapah Chitty and Mootoo Colandy Chitty on the fifteenth day of June in the year of

Christ

Christ one Thousand eight Hundred and three to wit at Madras aforesaid were indebted to the said Mootiah Chitty in the sum of Three Hundred Pagodas of Current Money of Madras for Money by the said Mootiah Chitty before that time lent and advanced to the said Thasapah Chitty and Mootoo Colandy Chitty and at their Special instance and Request and being so indebted they the said Thasapah Chitty and Mootoo Colandy Chitty in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mootiah Chitty to pay him the said last Mentioned Sum of Money when they should be thereunto afterwards requested — and whereas also the said Thasapah Chitty and Mootoo Colandy Chitty afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted unto the said Mootiah Chitty in other Sum of three Hundred Pagodas of like Current Money of Madras for Money they the said Thasapah Chitty and Mootoo Colandy Chitty before that time had and received to the use of the said Mootiah Chitty and being so indebted they the said Thasapah Chitty and Mootoo Colandy Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mootiah Chitty to pay him the said Sum of Money last Mentioned when they should be afterwards thereunto requested — And whereas also the said Thasapah Chitty and Mootoo Colandy Chitty afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted unto the said Mootiah Chitty in the sum of three

Hundred Pagodas of like Current Money of Madras at the Speciall instance and Request of the said Thasapah Chitty and Mootoo Calandy Chitty for them the said Thasapah Chitty and Mootoo Calandy Chitty and for their use before that time paid laid out and Expended and being so indebted the said Thasapah Chitty and Mootoo Calandy Chitty afterwards to wit upon the same day and Year last aforesaid at Madras aforesaid in Consideration thereof took upon themselves and then and there faithfully promised the said Mootiah Chitty to pay him the said three Hundred Pagodas when they should be thereunto afterwards requested — And Whereas the said Thasapah Chitty and Mootoo Calandy Chitty afterwards to wit on the same day and Year aforesaid at Madras aforesaid were indebted to the said Mootiah Chitty in other three Hundred Pagodas of like Current Money of Madras for diners Goods Wares and Merchandizes by the said Mootiah Chitty to the said Thasapah Chitty and Mootoo Calandy at their Speical instance and Request before that time sold and delivered and being so indebted the said Thasapah Chitty and Mootoo Calanda Chitty in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid took upon themselves and then and there faithfully promised the said Mootiah Chitty that they the said Thasapah Chitty and Mootoo Calandy Chitty would well and truly pay and Satisfy to the said Mootiah Chitty the said three Hundred Pagodas when they should be afterwards

afterwards thereunto required - and Whereas also the said Thasapah Chitty and Mootoo Colandy Chitty afterwards to wit on the day and year aforesaid at Madras aforesaid in Consideration that the said Mootiah had before that time at the like Special instance and request of the said Thasapah Chitty and Mootoo Colandy Chitty sold and delivered to them divers other Goods wares and Merchandizes took upon themselves and then and there faithfully promised the said Mootiah Chitty that they the said Thasapah Chitty and Mootoo Colandy Chitty would well and truly pay and satisfy to the said Mootiah Chitty as much money as the said Goods wares and Merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof when they should be afterwards thereunto required and the said Mootiah Chitty avers that the Goods wares and Merchandizes aforesaid last mentioned were reasonably worth other = wise aforesaid last mentioned were reasonably worth other Three Hundred Pagodas at the time of the sale and delivery thereof to wit at Madras aforesaid whereof the said Thasapah Chitty and Mootoo Colandy Chitty then and there had notice - and whereas also the said Thasapah Chitty and Mootoo Colandy Chitty afterwards to wit on the same day and year last mentioned at Madras aforesaid accounted with the said Mootiah Chitty of and Concerning divers Sums of Money from the said Thasapah Chitty and Mootoo Colandy Chitty to the said Mootiah Chitty before that time due and owing and then and there in arrear and unpaid and upon that account the said Thasapah Chitty

chitty and Mootoo Colandy Chitty were then and there found in arrear to the said Mootiah Chitty in other three hundred Pagodas of like Current money of Madras and being so found in arrear the said Thasapah chitty and Mootoo Calandy Chitty in Consideration thereof afterwards to wit on the same day and year last mentioned at Madras aforesaid took upon themselves and then and there faithfully promised the said Mootiah chitty that they the said Thasapah chitty and Mootoo Colandy Chitty would well and truly pay and satisfy to the said Mootiah Chitty the said three hundred Pagodas last mentioned when they should afterwards be thereunto required Yet the said Thasapah Chitty and Mootoo Colandy Chitty not regarding their several promises and undertakings aforesaid in form aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Mootiah Chitty in this particular have not, nor hath either of them yet paid the said several Sums of Money or any part thereof to the said Mootiah Chitty (although to do this they the said Thasapah Chitty and Mootoo Colandy Chitty afterwards to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid by the said Mootiah Chitty were requested) but they to pay the same to him hitherto have wholly refused and still do refuse to the said Mootiah Chitty his Damages of four hundred Pagodas and therefore he produces Suit -

And now in the Vacation after the Second Term one thousand eight hundred and four that is to say on the

Twenty

Twenty Sixth day of March until which day the said Thasapah Chitty and Mootoo Colandy Chitty had leave to imparl to the said Plaint and then to answer the same &c as well the said Mootiah Chitty by his said Attorney as the said Thasapah Chitty and Mootoo Colandy Chitty in their own persons come before the Court here - and the said Thasapah Chitty and Mootoo Colandy Chitty defend the wrong and injury when &c and say nothing in bar or preclusion of the said action of the said Mootiah Chitty by which the said Mootiah Chitty remains therein undefended against the said Thasapah Chitty and Mootoo Colandy Chitty Therefore It is Considered by the Court here that the said Mootiah Chitty do recover against the said Thasapah Chitty and Mootoo Colandy Chitty his said debt amounting to the Sum of ninety one pagodas, eight fanams and forty Cash, and also one hundred and Twenty seven Pagodas Eight fanams and forty Cash for his damages which he hath sustained as well by occasion of detaining the said debt as for his Costs and Charges by him about his Suit in this behalf Expended making together the Sum of Two hundred and Eighteen Star Pagodas Eight fanams and Forty Cash by the Court here adjudged to the said Mootiah Chitty by his assent and that he have Execution thereof - and the said Thasapah Chitty and Mootoo Colandy Chitty in Mercy &c

Judgment signed for the Plaintiff the 2. day of June 1804

mercy -

And thereupon the said Mootiah Chitty by George Mc Mahon his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause

Second Term 1804

Writ of Ca. ad. Satisfaciendum issued the 2d June 1804 —

Cause to be taken the body of the said Thacapah Chitty and Mootoo Colunda Chitty in Satisfaction of his Debt and Costs — and it is granted unto him Returnable here on the ninth Instant —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim & Paisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four —

Fort St. George Madras ss — } Tremalacharaloo Brahminy puts in his place Emanuel Samuel his attorney to prosecute against Keelawnoore Soobramanya Pillay in a Plea of Debt — — —

Fort St. George Madras ss — } He said Keelawnoore Soobramanya Pillay puts in his place Townes Disney his attorney at the Suit of the said Tremalacharaloo Brahminy in the Plea aforesaid —

Fort St. George Madras ss — } Be it Remembered that on the eighth day of June as of the Second Term in the Year of Christ one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Tremalacharaloo Brahminy by Emanuel Samuel his attorney and brought into the same Court then there his certain Plaint against Keelawnoore Soobramanya Pillay in a Plea of debt [illegible] which said Plaint follows in these words Madras to wit Tremalacharaloo Brahminy of Madras Inhabitant by Emanuel Samuel his attorney Complains of Keelawnoore Soobramanya Pillay a Hindoo Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Tremalacharaloo Brahminy Two Thousand Star Pagodas of the Current Money of Madras which he owes to and unjustly detains from the said Tremalacharaloo

Plaint in debt filed 8th June 1804

Tremalacharaloo Braminy For that whereas the said Keelawnoore Soobramanya Pillay on the fifteenth day of February in the Year of Christ one thousand eight hundred and four to wit at Madras by his Certain Writing obligatory Sealed with his Seal and to the Court now here Shewn the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound to the said Tremalacharaloo Braminy in the said Two thousand Star Pagodas to be paid to the said Tremalacharaloo Braminy when he the said Keelawnoore Soobramanya Pillay should be thereto afterwards requested Yet the said Keelawnoore Soobramanya Pillay (although often requested &c) hath not paid the said Two thousand Star Pagodas above demanded or any part thereof to the said Tremalacharaloo Braminy but to pay the same or any part thereof to the said Tremalacharaloo Braminy the said Keelawnoore Soobramanya Pillay hath hitherto wholly refused and still doth refuse to the Damage of the said Tremalacharaloo Braminy of one hundred Star Pagodas and therefore he brings his Suit &c—

And the said Keelawnoore Soobramanya Pillay by Townes Disney his attorney comes and defends the wrong and injury when &c and says nothing in bar or preclusion of the said action of the said Tremalacharaloo Braminy whereby the said Tremalacharaloo Braminy remains therein undefended against the said Keelawnoore Soobramanya Pillay Therefore it is Considered that the said Tremalacharaloo Braminy recover against the said Keelawnoore Soobramanya Pillay his said debt and also Pagodas Thirty eight and Eighteen fanams for his Costs and Charges by him laid out about his suit in this behalf by the said Court here adjudged to the said

Tremalacharaloo

Judgment by Confession signed for the Plaintiff the 8th day of June 1804 —

Supreme Court

Second Term 1804

Record of Judgments

Roll 11.

Tremalacharaloo Brammy and with his assent and the said Keelawnoore Soobra-
money =moneya Pillay in Mercy &c.

And hereupon the said Tremalacharaloo Brammy
by Emanuel Samuel his attorney prays a writ of our Lord the King to
Writ of Execution issued the 8th June 1804 — be directed to the Sheriff of Madraspatnam to cause him to levy & make
of the Houses, Lands, Debts, & other Effects which belong to the
said Keelawnoore Soobramanya Pillay the Sum of one Thousand and Seventy
five Pagodas and eighteen Fanams - and it is granted unto him returnable
here on the 28th. day of June instant

Second Term 1804

226

Read before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knt. First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } Appee Ammall and Colanda Pillah administratrix and administrator of all and Singular the Goods, Chattels and Credits which were of Vyaloor Vencatadry Pillah late a Hindoo Inhabitant of Madras deceased - put in their place Emanuel Samuel their attorney against Rajastry Naidavoel Iyah Pillah surviving Executor of the last Will and Testament of Colanda Veeraperoomal Pillay deceased in a Plea of Trespass on the Case -

Fort St. George Madras } The said Rajastry Naidavoel Iyah Pillah surviving Executor of the Last Will & Testament of Colanda Veeraperoomal Pillay dec'd as aforesaid puts in his place Robert Orme his Attorny at the Suit of the said Appee Ammall and Colanda Pillah administratrix & administrator as aforesaid in the Plea aforesaid -

Fort St. George Madras } Be it remembered that as of the Fourth Term in the Year of our Lord one thousand eight hundred and three Before the Supreme Court of Judicature at Madras came Appee Ammall and Colanda Pillah administratrix and administrator of all and Singular the Goods, Chattels and Credits which were of Vyaloor Vencatadry Pillah late a Hindoo Inhabitant of Madras deceased by Emanuel Samuel their attorney and brought into the same Court then there their certain Plaint against Rajastry

Plaint in assumpsit filed 25th Nov. 1803 -

Naidavoel Iyah Pillay in a Plea of Trespass on the case and there are Pledges to prosecute to wit John Doe and Richard Roe which said Plaint follows in these words to wit - Madras to wit Appee Ammall and Colanda Pillah administratrix and Administrator of all and Singular the Goods Chattels and Credits which were of Vyaloor Vencatadry Pillah late a Hindoo Inhabitant of Madras deceased at the time of his death who died Intestate - by Emanuel Samuel their attorney Complain of Rajastry Naidavoel Iyah Pillay (a Hindoo Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honble Court) Surviving Executor of the last Will and Testament of Colanda Veeraperoomall Pillay deceased who in his life time was a Hindoo Inhabitant of Madras of a Plea of Trespass on the Case - For that Whereas the said Colanda Veeraperoomal Pillay in his life time to wit on the first day of September in the Year of Christ one thousand Seven hundred and Ninety six was indebted to the said Vyaloor Vencatadry Pillah in his life time in the sum of ten thousand Star Pagodas of lawful Current Money of Madras for the Work and Labour, care and diligence of the said Vyaloor Vencatadry Pillah before that time and for diuers long Spaces of time before then elapsed done performed and bestowed by the said Vyaloor Vencatadry Pillah in and about the business and affairs of the said Colanda Veeraperoomal Pillay and for the said Colanda Veeraperoomal Pillay as the Servant and at the Special instance and Request and upon the Retainer of the said Colanda Veeraperoomal Pillay and being so indebted he the said Colanda

Colanda Veeraperoomall Pillay in his life time in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vyaloor Vencatadry Pillah in his life time to pay him the said sum of money when he the said Colanda Veeraperoomal Pillay should be thereunto afterwards Requested - And Whereas also afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Vyaloor Vencatadry Pillah in his life time - at the like Request - and upon the like Retainer of the said Colanda Veeraperoomal Pillay had before that time as the Servant of the said Colanda Veeraperoomall Pillay done performed and bestowed other his Work and Labour Care and diligence in and about other the business and affairs of the said Colanda Veeraperoomal Pillay and for the said Colanda Veeraperoomal Pillay for diverse long Spaces of time before then elapsed he the said Colanda Veeraperoomal Pillay in his life time Undertook and then and there faithfully promised the said Vyaloor Vencatadry Pillah in his life time to pay him so much Money as he therefore reasonably deserved to have and the said appee Ammall and Colanda administratrix and Administrator as aforesaid aver that the said Vyaloor Vencatadry Pillay in his life time reasonably deserved to have of the said Colanda Veeraperoomall Pillay in his life time for the last Mentioned Work and Labour Care and deligence other ten thousand Star Pagodas of the like Current Money of Madras to wit at Madras aforesaid -

Whereof the said Colanda Veeraperoomal Pillay in his life time had Notice - And Whereas the said Colanda Veeraperoomal Pillay in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Vyaloor Vencatadry Pillah in his life time in the further sum of ten thousand Star Pagodas of like lawful Current Money of Madras for Money by the said Vyaloor Vencatadry Pillay before that time lent and advanced to the said Colanda Veeraperoomal Pillay and at his like special instance and Request - and being so indebted as last aforesaid he the said Colanda Veeraperoomal Pillay in his life time in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vyaloor Vencatadry Pillah in his life time to pay him the said last mentioned sum of Money when he the said Colanda Veeraperoomal Pillay should be thereto afterwards requested - And whereas the said Colanda Veeraperoomal Pillay in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Vyaloor Vencatadry Pillah in his life time in the further sum of ten thousand Star Pagodas of like lawful current Money of Madras for Money by the said Vyaloor Vencatadry Pillah before that time laid out & expended and paid for the said Colanda Veeraperoomal Pillay and at his like special instance and Request - And being so indebted

he

he the said Colanda Veeraperoomal Pillay in his life time in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vyaloor Vencatadry Pillah in his life time to pay him the said last Mentioned Sum of Money When he the said Colanda Veeraperoomal Pillay should be thereto afterwards Requested - And Whereas also the said Colanda Veeraperoomal Pillay in his life time afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Vyaloor Vencatadry Pillah in his life time in the further Sum of ten thousand Star Pagodas of like lawful Current Money of Madras for Money by the said Colanda Veeraperoomal Pillay before that time had and received to the Use of the said Vyaloor Vencatadry Pillah - and being so indebted he the said Colanda Veeraperoomal Pillay in his life time in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vyaloor Vencatadry Pillah in his life time to pay him the said last Mentioned Sum of Money when he the said Colanda Veeraperoomal Pillay should be thereto afterwards Requested - And Whereas the said Colanda Veeraperoomal Pillay in his life time and in the life time of the said Vyaloor Vencatadry Pillah to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Vyaloor Vencatadry Pillah of and Concerning

divers other sums of Money before that time due and owing from the said Colanda Veeraperoomal Pillay to the said Vyaloor Vencatadry Pillah and then being in arrear and unpaid and upon that accounting the said Colanda Veeraperoomal Pillay was then and there found to be in arrear and indebted to the said Vyaloor Vencatadry Pillah in the further sum of ten thousand Star Pags of like lawful Current Money of Madras and being so found in arrear and indebted as last aforesaid he the said Colanda Veeraperoomal Pillay in his life time in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vyaloor Vencatadry Pillah in his life time to pay him the said last Mentioned sum of Money when he the said Colanda Veeraperoomal Pillay should be thereunto afterwards Requested - Yet the said Colanda Veeraperoomal Pillay in his life time - and (since the death of the said Colanda Veeraperoomall Pillay) the said Naidavoel Iyah and also one Rajastry Nadavoel Narraina Pillay and one Rajastry Nauaroo Verada Pillay in the lines time respectively of the said Rajastry Nadavoel Narraina Pillay and Rajastry Nauaroo Verada Pillay and who are Now respectively deceased and whom the said Naidavoel Iyah hath survived (which said Rajastry Nadavoel Narraina Pillay - Rajastry Nauaroo Verada Pillay and

and Naidavoel Syah were in the lives time of the said Rajastry Nadavoel Narraina Pillay and Rajastry Navaroo Verada Pillay Executors of the last Will and Testament of the said Colanda Veeraperoomall Pillay deceased) and the said Naidavoel Syah and also the said Rajastry Navaroo Verada Pillay in the life time of the said Rajastry Navaroo Verada Pillay and after the death of the said Rajastry Nadavoel Narraina Pillay - and whom the said Naidavoel Syah and Rajastry Navaroo Verada Pillay did survive and also the said Naidavoel Syah since the deaths of the said Rajastry Nadavoel Narraina Pillay and Rajastry Navaroo Verada Pillay respectively not regarding the said Several Promises and Undertakings so by the said Colanda Veeraperoomall Pillay in his life time in Manner and form aforesaid Made but Contriving and fraudulently intending Craftily and subtelly to Deceive and Defraud the said Vyaloor Vencatadry deceased in his life time - and the said Appoo Annmall and Colanda Administratrix and administrator as aforesaid since the death of the said Vyaloor Vencatadry deceased (to which said Appoo Annmall and Colanda Administration of all and Singular the goods Chattels and Credits which were of the said Vyaloor Vencatadry deceased at the time of his death was by the Mayors Court at Madraspatnam on the Twenty seventh Day of July in the Year of Christ one thousand seven hundred and ninety eight to wit at Madras in due form of Law Committed) have not nor have nor hath any or either of them yet paid the said Several Sums of Money or any or either of them or any part thereof either to

to the said Vyaloor Vencatadry Pillay in his life time or to the said
Appee Ammall and Colanda Administratrix and administrator as
aforesaid or either of them since his death - altho' so to do the said
Colanda Veeraperoomall Pillay in his life time was often times requested
by the said Vyaloor Vencatadry Pillay in his life time to wit on the
same day and year aforesaid - and altho' the said Rajastry
Nadavanel Narraina Pillay - Rajastry Nauroo Verda Pillay
and Naidavoel Syah (after the death of the said Colanda
Veeraperoomall Pillay and in the lives time respectively of the
said Rajastry Nadavoyal Narraina Pillay and Rajastry
Nauroo Verada Pillay) to wit on the first day of March in
the Year of christ one thousand seven hundred and ninety nine
and altho' the said Rajastry Nauroo Verada Pillay and
Naidavoel Syah after the deccase of the said Rajastry
Nadavanel Narraina Pillay and in the life time of the said
Rajastry Nauroo Verada Pillay to wit on the first day
of November in the Year of Christ one thousand eight hundred
and two and altho' the said Naidavoel Syah since
the deaths of the said Rajastry Nadavanel Narraina
Pillay and Rajastry Nauroo Verada Pillay respectively
to wit on the first day of September in the year of Christ
one thousand eight hundred and three and often afterwards
to wit at Madras aforesaid were and was respectively
requested

Requested by the said appee Ammall and Colanda Administratrix and Administrator aforesaid to pay the same But the said Colanda Veraperoomall Pillay in his life time and the said Rajastry Nadavael Narrdina Pillay and Rajastry Nauaroo Verda Pillay in their respective lives time and the said Naidavael Eyah Surviving Executor as aforesaid have and each and every of them hath wholly refused and the said Naidavael Eyah Still doth refuse so to do - And Whereas the said Colanda Veraperoomall Pillay in his life time afterwards to wit on the Twentieth day of December in the Year of Christ one Thousand Seven Hundred and Ninety Six aforesaid at Madras aforesaid was indebted to the said appee ammall and Colanda in the sum of ten Thousand Star Pagodas of like lawful Current Money of Madras, for Money of the said Vyaloor Vencatadry deceased by the said appee ammall and Colanda before that time lent and advanced to the said Colanda Veraperoomall Pillay and at his Special instance and Request. And being so indebted he the said Colanda Veraperoomall Pillay in his life time in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Appee Ammall and Colanda to pay them the said last mentioned Sum of Money When he the said Colanda Veraperoomall Pillay should be thereto afterwards requested -

And

And Whereas the said Colanda Veeraperumall Pillay aforesaid
to wit on the same day and year last aforesaid at Madras
aforesaid was indebted to the said appee ammall and Colanda
in the further sum of ten Thousand Star Pagodas of like
lawful Current Money of Madras for Money of the said
Vyaloor Vencatadry deceased by the said appee ammall and
Colanda before that time laid out Expended and paid
for the said Colanda Veeraperoomall Pillay and at his
like Special instance and request - And being so indebted
as last aforesaid the said Colanda Veeraperoomall Pillay
in his life time in Consideration thereof afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully promised
the said appee ammall and Colanda to pay them the said
last Mentioned Sum of Money when he the said Colanda
Veeraperoomall Pillay should be thereto afterwards Requested
And Whereas also the said Colanda Veeraperoomall
Pillay in his life time afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid was
indebted to the said appee ammall and Colanda in the
further sum of ten Thousand Star Pagodas of like
lawful Current Money of Madras for Money of the said
Vyaloor

Vyaloor Vencatadry deceased by the said Colanda Veeraperumal Pillay before that time had and received to the use of the said appee ammall and Colanda - And being so indebted at last aforesaid he the said Colanda Veeraperoomall Pillay in his life time in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said appee ammall and Colanda to pay them the said last mentioned Sum of Money - when he the said Colanda Veeraperoomall Pillay should be thereto afterwards requested - And Whereas the said Colanda Veeraperoomall Pillay in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said appee Ammall and Colanda of and Concerning divers other Sums of Money of the said Vyaloor Vencatadry Pillay before that time due and owing from the said Colanda Veeraperoomal Pillay to the said appee ammall and Colanda and then being in arrear and unpaid and upon that accounting the said Colanda Veeraperoomall Pillay in his life time was then and there found to be in arrear and indebted to the said appee ammall and Colanda in the further Sum of ten thousand Star Pagodas of like lawful Current Money of Madras - and being so found in arrear and indebted

as

as last aforesaid he the said Colanda Veeraperoomall Pillay
in his life time in Consideration thereof afterwards to wit on
the same day and year last aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Appee ammall
and Colanda to pay them the said last mentioned sum of
money when he the said Colanda Veeraperoomall Pillay should
be thereunto afterwards requested - Yet the said Colanda
Veeraperoomall Pillay in his life time - and since the death
of the said Colanda Veeraperoomal Pillay the said Naidavel
Iyah and the said Rajastry Nadavael Narraina Pillay and
the said Rajastry Nauaroo Verada Pillay in the lines times
respectively of the said Rajastry Nadavael Narraina Pillay
and Rajastry Nauaroo Verada Pillay Executors as aforesaid
and (since the decease of the said Rajastry Nadavael
Narraina Pillay) the said Rajastry Nauaroo Verada Pillay
and the said Naidavel Iyah - and also (since the death
of the said Rajastry Nadavael Narraina Pillay and Rajastry
Nauaroo Verada Pillay respectively) the said Naidavel Iyah not
regarding the said several promises and undertakings (which are in the
last four Counts hereinbefore Mentioned) of the said Colanda
Veeraperoomall Pillay in his life time in Manner and form aforesaid
Made but Contriving and fraudulently intending Craftily and Subtilly
to deceive and defraud the said Appee ammall and Colanda
(To which said Appee ammall and Colanda Administration

of

of all and Singular the Goods Chattels and Credits which were of the said Ayaloor Vencatadry deceased at the time of his death was by the Mayor's Court at Madraspatnam on the Twenty seventh day of July in the Year of Christ one Thousand Seven hundred and Ninety eight to wit at Madras aforesaid in due form of Law Committed) Latte not nor Lane nor Lath he they or any or either of them Yes paid the said Several Sums of Money in the last four Counts aforesaid Mentioned or any or either of them or any part thereof to the said Appee Ammall or Colanda or to either of them - altho' the said Colanda Veeraperoomall Pillay in his life time to wit on the said Twentieth day of December in the Year of Christ one Thousand seven hundred and Ninety Six aforesaid - and the said Rajastry Nadavanel Narraina Pillay Rajastry Nauaroo Verada Pillay and Naidavael Lyah in the Lives time respectively of the said Rajastry Nadavanel Narraina Pillay and Rajastry Nauaroo Verada Pillay to wit on the said first day of March in the Year of Christ one Thousand seven hundred and Ninety nine and the said Rajastry Nadavanel Narraina Pillay and Naidavael Lyah after the death of the said Rajastry Nadavanel Narraina Pillay and in the life time of the said Rajastry Nauaroo Verada Pillay to wit on the said first day of November in the Year of Christ one Thousand eight hundred and two and the said Naidavael Lyah after the deaths of the said Rajastry Nadavanel Narraina Pillay and Rajastry Nauaroo Verada Pillay - to wit on the said first day of September in the Year of Christ one Thousand eight hundred and

three

three was and ware severally requested to pay the same to the said
appee ammall and Colanda to wit at Madras aforesaid but to do
this the said Colanda Veeraperoomall Pillay in his life time and
the said Rajastry Nadavanel Narraina and Rajastry Navaroo
Verada Pillay in their liues time respectively and the said
Naidavael Iyah since the deaths of the said Colanda Veeraperoomal
Pillay and the said Rajastry Nadavanel Narraina Pillay and
Rajastry Navaroo Verada Pillay respectively hath and have and
each and every of them hath wholly refused and the said Naidavael
Iyah still doth refuse so to do - And Whereas the said Rajastry
Nadavanel Narraina Pillay Rajastry Navaroo Verada Pillay
and Naidavael Iyah Executors as aforesaid in the liues time
respectively of the said Rajastry Nadavanel Narraina Pillay and Rajastry
Navaroo Verada Pillay afterwards to wit on the said first day of March
in the year of Christ one thousand seven hundred and ninety nine
aforesaid at Madras aforesaid accounted with the said appee ammall
and Colanda Administratrix and administrator as aforesaid of and Concerning diuers
sums of money of the said Vyaloor Vencatadry Pillah deceased before that time
due and owing from the said Colanda Veeraperoomall Pillay in his life time and
at the time of his death to the said appee ammall and Colanda and then being
in arrear and unpaid and upon that accounting the said Colanda Veeraperoomall Pillay
in his life time and at the time of his death was then and there found to be
in arrear and indebted to the said Appee ammall and Colanda in the sum
of ten thousand Star Pagodas of lawful Current Money of Madras and being
so found in arrear and indebted the said Rajastry Nadavanel Narraina
Pillay, Rajastry Navaroo Verada Pillay and Naidavael Iyah Executors
as aforesaid in Consideration thereof afterwards to wit on the same day and
year

Year last aforesaid at Madras aforesaid underbook and then and there faithfully promised the said Appoe ammall and Colanda Administratrix and administrator as aforesaid to pay them the said last mentioned Sum of Money when they the said Rajastry Nadavanel Narraina Pillay Rajastry Nauaroo Verada Pillay and Naidavoel Iyah Executors as aforesaid should be thereto afterwards requested - Yet the said Rajastry Nadavanel Narraina Pillay - Rajastry Nauaroo Verada Pillay and Naidavoel Iyah in the lives time of the said Rajastry Nadavanel Narraina Pillay and Rajastry Nauaroo Verada Pillay respectively and the said Rajastry Nauaroo Verada Pillay and Naidavoel Iyah after the death of the said Rajastry Nadavanel Narraina Pillay and in the life time of the said Rajastry Nauaroo Verada Pillay and the said Naidavoel Iyah after the deaths of the said Rajastry Nadavanel Narrain Pillay and Rajastry Nauaroo Verada Pillay respectively not regarding the said promise and undertaking of the said Rajastry Nadavanel Narraina Pillay Rajastry Nauaroo Verada Pillay and Naidavoel Iyah so by them in Manner and form aforesaid Made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said appoe ammall and Colanda Administratrix and administrator as aforesaid did Not nor did any or either of them in the lives time of the said Rajastry Nadavanel Narraina Pillay and Rajastry Nauaroo Verada Pillay or in the life time of either of them pay nor hath the said Naidavoel Iyah since the deaths of the said Rajastry Nadavanel Narraina Pillay and Rajastry Nauaroo Verada Pillay respectively yet paid the said Sum of Money in the last

Count

Count Mentioned or any part thereof to the said appee ammall and Colanda - Administratrix and administrator as aforesaid unto either of them Calthough so to do the said Rajasby Nadavanel Nirrana Pillay Rajasby Nauaroo Verada Pillay and Naidavael Iyah in the lives time of the said Rajasby Nadavanel Nirrana Pillay and Rajasby Nauaroo Verda Pillay respectively to wit on the first day of October in the year of Christ one thousand eight hundred and two - aforesaid - And the said Rajasby Nauaroo Verada Pillay and Naidavael Iyah after the death of the said Rajasby Nadavanel Nirraina Pillay and in the life time of the said Rajasby Nauaroo Verada Pillay to wit on the first day of November in the year of Christ one thousand eight hundred and two aforesaid and the said Naidavael Iyah since the death respectively of the said Rajasby Nadavanel Nirraina Pillay and Rajasby Nauaroo Verada Pillay to wit on the said first day of September in the year of Christ one thousand eight hundred and three aforesaid and oftentimes afterwards at Madras aforesaid were requested and each of them was requested by the said appee ammall and Colanda to pay them the same But the said Rajasby Nadavanel Nirraina Pillay - Rajasby Nauaroo Verda Pillay and Naidavael Iyah have and each of them hath wholly refused and the said Naidavael Iyah

Iyah Sill doth refuse to pay the same sum of Money in the said
last Count Mentioned - And Whereas the said Rajastry Navaroo
Verada Pillay and Naidavael Iyah Executors as aforesaid
after the death of the said Rajastry Nadavael Narraina Pillay
and in the life time of the said Rajastry Navaroo Verada
Pillay aforesaid to wit on the said first day of November
in the Year of Christ one thousand Eight Hundred and two
aforesaid at Madras aforesaid accounted with the said Appee
Ammall and Colanda Administratrix and Administrator as aforesaid
of and Concerning divers sums of Money of the said Vyaloor Vencatadry
Pillay deceased before that time due and Owing from the said Colanda
Veraperoomall Pillay in his life time and at the time of his death
to the said Appee ammall and Colanda and then being in arrear
and unpaid and upon that accounting the said Colanda Veraperoo
mall Pillay in his life time and at the time of his death was then
and there found to be in arrear and indebted to the said appee
ammall and Colanda in the further sum of ten thousand Star Pagodas
of like lawful Current Money of Madras and the said Vyaloor
Vencatadry Pillah being so found in arrear and indebted as last
aforesaid - the said Rajastry Navaroo Verada Pillay and Naidavael
Iyah Executors as aforesaid after the death of the said Rajastry
Nadavael Narraina Pillay and in the life time of the said
Rajastry Navaroo Verada Pillay in Consideration thereof

afterwards

afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Appee ammall and Colanda Administratrix and Administrator as aforesaid to pay them the said last mentioned sum of money when they the said Rajastry Navaroo Verada Pillay and Naidavael Iyah Executors as aforesaid should be thereto afterwards requested Yet the said Rajastry Navaroo Verada Pillay and Naidavael Iyah in the life time of the said Rajastry Navaroo Verada Pillay and the said Naidavael Iyah after the death of the said Rajastry Navaroo Verada Pillay not regarding the said promise and undertaking of the said Rajastry Navaroo Verada Pillay and Naidavael Iyah so by them in manner and form aforesaid Made but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said appee ammall and Colanda Administratrix and Administrator as aforesaid did not nor did either of them in the life time of the said Rajastry Navaroo Verada Pillay nor hath the said Naidavael Iyah since the death of the said Rajastry Navaroo Verada Pillay yet paid the said sum of Money in the last Count mentioned or any part thereof to the said appee ammall and Colanda Administratrix and Administrator as aforesaid or to either (although so to do - the said Rajastry Navaroo Verada Pillay and Naidavael Iyah Executors as aforesaid in the life time of the said Rajastry Navaroo Verada Pillay

Pillay to wit on the said fifth day of November in the Year of Christ one thousand eight hundred and two aforesaid - And the said Naidavoel Iyah after the death of the said Rajastry Nauaroo Verada Pillay to wit on the said first day of September in the Year of Christ one thousand eight hundred and three aforesaid - and oftentimes afterwards at Madras aforesaid were and each of them was requested by the said Appee Ammall and Colanda to pay the same But the said Rajastry Nauaroo Verada Pillay and Naidavoel Iyah have and each of them hath wholly refused and the said Naidavoel Iyah still doth refuse to pay the same sum of Money in the said last Count mentioned - And Whereas the said Naidavoel Iyah Executor as aforesaid after the deaths of the said Rajastry Naidavoel Narraina Pillay and Rajastry Nauaroo Verada Pillay respectively to wit on the said first day of September in the Year of Christ one thousand eight hundred and three aforesaid at Madras aforesaid accounted with the said Appee Ammall and Colanda Administratrix and Administrator as aforesaid of and Concerning divers Sums of Money of the said Wyloor Vencatadry Pillay deceased before that time due and owing from the said Colanda Veeraperoomall Pillay in his life time and at the time of his death to the said Appee Ammall and Colanda

and

Supreme Court

Second Term 1804

Record of Judgment

Roll 12:

555
295

555

165

and then being in arrear and unpaid and upon that accounting the said Colanda Veeraperoomall Pillay in his life time and at the time of his death was then and there found to be in arrear and indebted to the said appee ammall and Colanda in the further sum of ten thousand Star Pagodas of like lawful Current Money of Madras and the said Eyalor Vencatadry Pillay being so found in arrear and indebted as last aforesaid the said Naidavoel Iyah Executor as aforesaid after the death of the said Rajashy Nadavoel Narraina Pillay and Rajashy Nauaroa Verada Pillay respectively in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said appee ammall and Colanda Administratrix and adminis =trator as aforesaid to pay them the said last mentioned Sum of Money when he the said Naidavoel Iyah Executor as aforesaid should be thereto afterwards requested - Yet the said Naidavoel Iyah not regarding his said promise and undertakings so by him in manner and form aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said appee ammall and Colanda Administratrix and Administrator as aforesaid in this behalf hath not yet paid the said Sum of Money in the last Count mentioned or any part thereof to the said Appee ammall and Colanda Administratrix and administrator as aforesaid or to either of them (although so to do

the said Naidavoel Iyah was requested by the said Appee ammall & and Colanda Administratrix and Administrator as aforesaid afterwards to wit on the same day and year last aforesaid and oftentimes afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Appee ammall and Colanda Administratrix and Administrator as aforesaid the said Naidavoel Iyah hath hitherto wholly refused and still doth refuse - To the damage of the said Appee ammall and Colanda Administratrix and Administrator as aforesaid of fifteen thousand Star Pagodas and therefore they bring their Suit &c - And the said Appee ammall and Colanda being into Court here the Letters of Administration of the Goods Chattels and Credits of the said Vyaloor Vencatadry Pillah Deceased granted to them by and under the Seal of the Mayor's Court of Madraspatnam (the date whereof is the day and year in that behalf above mentioned) which sufficiently proves to the Court here the Committing by the said Court of the Administration aforesaid in form aforesaid -

And afterwards to wit in the first Term of this present Year 1803 in the said Supreme Court of Judicature at Madras till which Term the said Rajastry Naidavoyel Iyah Pillah had leave to impart to the said Plaints and then to answer the same, Came as well the said Appee ammall and Colanda Administratrix and Administrator as aforesaid by their said Attorney as the said Rajastry Naidavoyel Iyah Pillah by Robert Orme his Attorney - And the said Rajastry Naidavoyel Iyah Pillay Defends the wrong and injury when &c and as to the Several Promises and Undertakings in the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth Counts in the said

imparlance.

Plea & notice to set off filed 3d. Feby 1804 -

said Plaint mentioned and above supposed to have been made by the said Colunda Veerapermall Pillay in his life time says that the said Colunda Veerapermall Pillay did not undertake or promise in Manner and form as the said Appoo Ammall and Colunda Pillay have above thereof Complained against him and of this he the said Rajastry Naidavayel Iyah Pillay puts himself upon the Court - And as to the promise and undertaking in the Eleventh Count in the said Plaint mentioned and above supposed to have been made by the said Rajastry Nadavanel Narraina Pillay Rajastry Nauroo Verada Pillay and Rajastry Naidavayel Iyah Pillay Executors as aforesaid in the lifes time of the said Rajastry Nadavanel Narrain Pillay and Rajastry Nauroo Verada Pillay further says that they the said Rajastry Nadavanel Narrain Pillay, Rajastry Nauroo Verada Pillay and Rajastry Nadavayel Iyah Pillay did not undertake and promise in Manner and form as the said Appoo Ammall and Colunda Pillay have above thereof Complained against them and of this he the said Rajastry Naidavayel Iyah Pillay puts himself upon the Court - And as to the promise and undertaking in the Twelfth Count in the said Plaint mentioned and above supposed to have been made by the said Rajastry Nauroo Veerada Pillay and Rajastry Naidavayel Iyah Pillay in the life time of the said Rajastry Nauroo Verada Pillay further says that they the said Rajastry Nauroo Verada Pillay and Rajastry Naidavayel Iyah Pillay did not undertake or promise in manner and form as the said appoo

Ammall

Ammall & and Colunda Pillay have above thereof Complained against them And of this he the said Rajastry Naidavoyel Iyah Pillay puts himself upon the Court- And as to the promise and undertaking in the last Count of the said Plaint mentioned and above supposed to have been made by the said Rajastry Naidavoyel Iyah Pillay after the death of the said Rajastry Nadavanel Narraina Pillay and Rajastry Nauroo Verada Pillay further says that he the said Rajastry Naidavoyel Iyah Pillay did not undertake or promise in Manner and form as the said Appee Ammall and Colunda Pillay have above thereof Complained against him - and of this he puts himself upon the Court-- And the said Appee ammall and Colunda do the like -

Issue Joined

On the Twenty first day of February in this first Term in the year of our Lord one thousand eight hundred and four (being the day given to the Parties to come before the Court for the trial of the Issue joined between them) come as well the said appee ammall and Colanda Pillay Administratrise and Administrator as aforesaid as the said Rajastry Naidavoel Iyah Pillay surviving Executor as aforesaid by their respective attornies aforesaid before the Justices of this Court - and evidence having been given to the Court aforesaid upon the Matters in Issue between the Parties in respect to the Premises and undertakings above alledged to have been made by the said Collindah Veeraperoomall Pillay in his life time to the said appee ammall and Colanda Pillah as administra- -trix and Administrator as aforesaid and all and singular the

Premises

premises in relation to those promises and undertakings of the said Collindah Veraperoomall Pillay in his life time having been seen and fully understood It appears to the Court that the said Collindah Veraperoomall Pillay deceased did in his life time undertake and promise in Manner and Form as the said Appoo ammall and Colandah Pillah have in and by the Seventh, eighth, ninth and tenth Counts of their Plaint above thereof Complained against the said Rajastny Naidavoel Iyah Pillah and the Court doth adjudge the damages sustained by the said appoo ammall and Colanda Pillah Administratrix and Administrator as aforesaid by occasion of the non performance by the said Collindah Veraperoomall Pillay in his life time and by the said Rajastny Naidavoel Naraina Pillay Rajastny Nauaroo Verada Pillay and Rajastny Naidavoel Iyah Pillay after the death of the said Collindah Veerapermall Pillay and in the lives time of the said Rajastny Naidavoel Narraina Pillay and Rajastny Nauaroo Verada Pillay respectively and by the said Rajastny Naudroo Verada Pillay and Rajastny Naidavoel Iyah Pillay after the death of the said Rajastny Naidavoel Narraina Pillay and by the said Rajastny Nauaroo Iyah Pillay after the death of the said Rajastny Nauaroo Verada Pillay of the several promises and Undertakings in the said Seventh eighth ninth and tenth Counts of the said Plaint mentioned and besides the Costs and Charges of the said appoo ammall and Colanda Pillah by them about their Suit in

Judgment signed in favour of the Plaintiffs the 11th June 1804.

in this behalf Expended at the Sums of Two Thousand nine hundred and fifty two Pagodas and three Fanams - It is therefore Considered by this Court that the said appee ammall & Colanda Pillay administratrix and administrator as aforesaid Recover against the said Rajastry Naidavoel Iyah Pillay Surviving Executor as aforesaid the said Damages so as aforesaid assessed and also Two hundred and Twenty four Pagodas and nineteen Fanams for their said Costs and Charges by the Court here adjudged to the said appee ammall and Colanda Pillah and with their aforesaid which damages Costs and Charges amount in the whole to three Thousand two hundred and twenty six Pagodas and twenty two Fanams and the said Rajastry Naidavoel Iyah Pillay in Mercy &c

Mercy

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - and the Honble Sir Henry Gwillim Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras - of the Second Term in the year of our Lord one thousand eight hundred and four -

Fort St. George Madras } Mily Taneachella Moodelliar puts in his place Charles Walters his Attorney against Comoolty Boopaula Sooby Chitty in a Plea of Trespass on the case

Fort St. George Madras } The said Comoolty Boopaula Sooby Chitty at the Suit of the said Mily Taneachella Moodelliar in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the First Term in the Year of our Lord one thousand eight hundred and two - before the said Supreme Court of Judicature at Madras came Mily Taneachella Moodelliar by Charles Walters his attorney and brought into the same Court then here his Certain Plaint against Comoolty Boopaula Sooby Chitty in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St. George Madras

Plaint in assumpsit filed the 6th March 1802 -

Mily Taneachella Moodelliar by Charles Walters his attorney Complains of Comoolty Boopaula Sooby Chitty being an Inhabitant of Madras, and as such liable to the Jurisdiction of this Honble Court, of a Plea that he render to him, Five hundred Star Pagodas Current Money of Madras which he owes to and unjustly detain from the said Mily Taneachella For that Whereas the said Comoolty Boopaula Sooby heretofore, to wit on the first day of August in the Year one thousand Seven hundred and eighty six at Madras aforesaid by his Certain writing obligatory

obligatory in the Malabar Language, duly Executed according to the Customs of the Hindoo Natives here, bearing date the same day and year aforesaid and to the Court Here now Shewn, acknowledged to have borrowed and received of the said Mily Taneachella (by the Name and discription of Mily Taneachella Moodelliar of the same place) the sum of one Hundred and twenty Star Pagodas Current Money of Madras aforesaid, which said sum he said Comotty Boopaula Sooby did thereby engage to repay to the said Mily Taneachella on or before the thirtieth of october then next ensuing In default of which the said Comootty Boopaula Sooby did thereby engage to repay the said Sum of one Hundred and twenty Star Pagodas on or before the tenth day of November in the said Year one thousand seven Hundred and Eighty six with all such interest as should or might become due thereon at the rate of twelve per Cent per annum - And the said Mily Taneachella in fact says that there is now due and owing to him from the said Comootty Boopaula Sooby for principal and interest upon the said writing obligatory the Sum of Five Hundred Star Pagodas Current money aforesaid Nevertheless the said Comootty Boopaula Sooby (altho' often requested) hath not yet rendered the said Sum of Five Hundred Star Pagodas or any part thereof to the said Mily Taneachella, but to render the same or any part thereof he hath altogether refused and still doth refuse to the damage of the said Mily Taneachella of Twenty Star Pagodas and thereof he brings Suit -

And now in this Second Term in the Year one thousand eight Hundred and three that is to say on the Second day of April to which day was given as well to the said Mily Taneachella Moodelliar as to the said Comootty Boopaula Sooby Chitty to inform

the

the Court of the premises Comes the said Mily Taneachella Moodelliar by Her attorney aforesaid and the said Comoolly Boopaula Sooby Chitty altho' Solemnly demanded Came not to answer nor did he say any thing in bar or preclusion and so forth and the said Justices having heard the allegations of the party Plaintiff and Examined the truth thereof and duly Considered the evidence produced on the part of the Plaintiff say that the said Comoolly Boopaula Sooby Chitty did Undertake and promise in Manner and form as the said Mily Taneachella Moodelliar hath in that behalf above Complained against him and do adjudge that the said Mily Taneachella Moodeliar do Recover against the said Comoolly Boopaula Sooby Chitty the Sum of three hundred and Sixty Seven Pagodas for his damages occasioned by the non performance of the promises and Undertakings aforesaid and also the Sum of Ninety two Pagodas and Twenty three Fanams for the Costs and Charges of him the said Mily Taneachella Moodelliar which he hath been put to about his Suit in that behalf which said damages and Costs amount in the whole of four hundred and fifty nine Pagodas and Twenty three Fanams and the said Mily Taneachella Moodeliar have his Execution thereof

Judgment signed for the Plaintiff the 19. June 1804

And thereupon the said Mily Taneachella Moodelliar by Charles Walters his attorney prays a writ of Error to the

Capias ad satisfaciendum issued the 20th June 1804 —

the King to be directed to the Sheriff of Madraspatnam Commanding him that he Cause to be taken the body of the said Comotty Boopaula Soby Chitty in Satisfaction of his damages and it is granted unto him returnable here on the 18th July next —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight first Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one Thousand eight hundred and four -

Fort St. George Madras ss } Streeparoomboodore Vadauchila Modelliar puts in his place Robert Orme his attorney against Soolay Vencatachella Pillay in a Plea of Trespass on the case -

Fort St. George Madras ss } The said Soolay Vencatachella Pillay in his own person at the Suit of the said Streeparoobsodore Vadauchella Modeliar in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that as of the Third Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Streeparoombsodore Vadauchila Modeliar by Robert Orme his attorney and brought into the same Court then here his certain Plaint against Soolay Vencatachila Pillay being an Hindoo Inhabitant of Madras and such Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case " " " " " and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George Madras Streeparoom -boodore Vadauchila Modaliar by Robert Orme his attorney Complains of

Plaint in assumpsit filed 30th August 1803 -

of Soolay Vencatachella Pillay being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court For that whereas the said Soolay Vencatachella Pillay heretofore to wit on the second day of May in the Year of Christ one thousand and eight hundred at Fort Saint George Madras aforesaid, according to the Laws and Customs of the Hindoo Natives of Madras aforesaid Made his Certain Note in writing in the Malabar Language his own proper hand being thereunto subscribed bearing date the day and Year aforesaid and then and there delivered the said Note to the said Sreeparoomboodore Vadauchilla Moodelliar and thereby acknowledged to have borrowed and received of the said Sreeparoomboodore Vadauchila Moodaliar the sum of one thousand two hundred and fifty five Star Pagodas Current Money of Madras which Sum he the said Soolay Vencatachila Pillay did thereby engage to repay him the said Sreeparoom boodore Vadauchila Moodaliar on or before the second day of January in the year one thousand eight hundred and one with all such Interest as should or might become due thereon at the Rate of twelve per Cent per Annum Commencing from the date thereof By reason whereof and according to the Laws and Customs of such Hindoo Natives in that behalf the said Soolay Vencatachila Pillay then and there became liable to pay to the said Sreeparoomboodore Vadauchila Moodaliar the said sum of One thousand two hundred and fifty five Star Pagodas in the said Note mentioned with Interest thereon after the rate aforesaid According to the tenor and effect of the said Note and being

10

so liable he the said Soolay Vencatachela Pillay in Consideration
thereof afterwards to wit on the same day and Year first aforesaid
at Fort Saint George Madras aforesaid undertook and to the said
Sheeparoombsodare Vadauchila Moodaliar then and there faithfully
promised to pay him the said sum of one thousand two hundred
and fifty five Star Pagodas in the said Note Mentioned with
Interest thereon after the rate aforesaid according to the tenor
and Effect of the said Note- And Whereas also the said Soolay
Vencatachella Pillay afterwards to wit on the second day of January
in the Year of Christ one thousand eight hundred and one at Fort
Saint George Madras aforesaid was indebted to the said Sheeparoom
-boodore Vadauchila Moodaliar in the Sum of Two Thousand Star
Pagodas of lawful Current money of Madras for so much
Money by the said Sheeparoomboodore Vadauchila Moodeliar
before that time lent and advanced to the said Soolay Vencatachella
Pillay and at his Special instance and request- And being
so indebted he the said Soolay Vencatachella Pillay in Consideration
thereof afterwards to wit on the same day and year last
aforesaid at Fort Saint George Madras aforesaid undertook and then
and there faithfully promised the said Sheeparoomboodore Vadau
-chella Moodaliar to pay him the said last Mentioned Sum of
Money when he the said Soolay Vencatachella Pillay should be
thereunto afterwards requested - And Whereas also the said Soolay
Vencatachella

Vencatachella Pillay afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Streeparoombodore Vadauchella Moodaliar in the further sum of Two thousand Star Pagodas of like Current Money for so much Money by the said Streeparoombodore Vadauchila Moodaliar before that time laid out Expended and paid for the said Soolay Vencatachella Pillay and at His special instance and Request and being so indebted He the said Soolay Vencatachella Pillay in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Streeparoombodore Vadauchila Moodaliar to pay him the said last mentioned Sum of Money when he the said Soolay Vencatachella Pillay should be thereunto afterwards requested - Yet the said Soolay Vencatachella Pillay not regarding his said Several promises and undertakings so by him made in Manner and form aforesaid but contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Streeparoombodore Vadauchila Moodaliar in this behalf hath not yet paid the Several Sums of Money or any of them or any part thereof (although so to do he the said Soolay Vencatachella Pillay was requested by the said Streeparoombodore Vadauchila Moodaliar to wit on the same day and Year last aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid) But the said Soolay Vencatachella Pillay to pay the same or any of them or any part thereof to the said Streeparoombodore Vadauchella Moodaliar hath hitherto

wholly refused and Still doth refuse To the Damage of the said Streeparoom
-boodore Vadauchilla Moodeliar of Three Thousand Star Pagodas
and therefore he brings Suit &c.

And Now in this Second Term in the Year one Thousand
eight hundred and four that is to say on the Twenty first day of march
to which day was given as well to the said Streeparoomboodoor
Vadauchilla Moodeliar as to the said Soolay Vencatachilla Pillay
And he said Soolay Vencatachilla Pillay say nothing in bar or
preclusion of the said action of the said Streeparoomboodore Vadauchilla
Moodeliar by which the said Streeparoomboodore Vadauchilla Moodeliar
remains therein undefended against the said Soolay Vencatachilla
Pillay for which the said Streeparoomboodore Vadauchilla
Moodeliar ought to recover his Damages by occasion
of the Premises - And afterwards to wit on the Twenty
Seventh day of March in the Term last aforesaid the said Court
having deligently inquired what damages the said Streeparoom-
-boodore Vadauchilla Moodeliar hath sustained as well by the
Means aforesaid as for his Costs and Charges by him about
his Suit in this behalf Expended Do find and adjudge
that the said Streeparoomboodore Vadauchilla Moodeliar
hath sustained Damages by occasion of the Premises over
and above his Costs and Charges to one Thousand five
hundred and Seventy eight Pagodas and for those Costs
and Charges to one hundred and Eighty six Pagodas and

thirty

Judgment signed for Plaintiff 23d June 1804 - Thirty eight Fanams - Therefore it is Considered that the said Streeparoom Boodoore Vadauchela Modelliar Recover against the said Soolay Vencatachella Pillay his Damages and Costs aforesaid by the Court aforesaid found and adjudged which Damages in the whole amount to one thousand seven hundred and Sixty four Pagodas and thirty eight Fanams - and the said Soolay Vencatachela Pillay in Mercy &c

Mercy

And Thereupon the said Streeparoom Boodoore Vadauchella Modelliar by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy & make of the Houses, Lands, debts & other Effects which belong to the said Soolay Vencatachella Pillay the Sum of one thousand Seven hundred and Sixty four Pagodas and thirty eight Fanams - and it is granted unto him Returnable here on the 23d July next -

Writ of Execution issued the 23d June 1804 -

Pleas before the Honorable Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight Pusne Justice of His Majesty's Supreme Court of Judicature at Madras of the second Term in the Year of our Lord one thousand eight hundred and four—

Fort St. George } Francis De Silva puts in his place Robert Orme
Madras ss } his attorney against Suldoo Cundapah Chitty in a Plea of debt—

Fort Saint George } The said Suldoo Cundapah Chitty in his own person at the
Madras ss } Suit of the said Francis de Silva in the Plea aforesaid—

Fort Saint George } Be it remembered that as of the Fourth Term in the
Madras ss } year of our Lord one thousand eight hundred and three before
the said Supreme Court of Judicature at Madras came Francis
de Silva by Robert Orme his attorney and brought into the
said Court then here his certain Plaint against Suldoo
Cundapah Chitty in a Plea of Debt and there are Pledges
for the Prosecution to wit John Doe and Richard Roe
which said Plaint follows in these words to wit Fort:
Saint George Madras ss Francis de Silva by Robert Orme his
attorney complains of Suldoo Cundapah Chitty being an Hindoo
Inhabitant of Madras and as such Subject to the Jurisdiction
of this Honorable Court of a Plea that he render to him the
said

Plaint in assumpsit
filed the 26th Nov.
1803 —

said Francis de Silva nine thousand and four hundred Star Pagodas which he the said Suldoo Cundapah Chitty owes to and unjustly detains from him For that Whereas the said Suldoo Cundapah Chitty heretofore to wit on the twenty third day of May in the present year of Christ one thousand eight hundred and three at Madras aforesaid by his certain Writing obligatory sealed with the Seal of the said Suldoo Cundapah Chitty and to the Court now here shewn the date whereof is on the day and year aforesaid acknowledged himself by the name and addition of Suldoo Cundapah Chitty of Madras Merchant to be then and there held and firmly bound unto the said Francis de Silva by the name and addition of Mr Francis de Silva of the same place Inhabitant in the penal Sum of nine thousand and four hundred Star Pagodas to be paid to the said Francis de Silva when he the said Suldoo Cundapah Chitty should be thereto afterwards requested Yet the said Suldoo Cundapah Chitty (altho' often requested &c) hath not yet paid the said Sum of nine thousand and four hundred Star Pagodas above demanded or any part thereof to the said Francis De Silva But to pay the same or any part thereof to the said Francis de Silva he the said Suldoo Cundapah Chitty hath hitherto wholly refused and still doth refuse to the said Francis De Silva his damage of fifty Star Pagodas and therefore he brings Suit &c.

And now in this Second Term in the Year of our Lord one thousand eight hundred and four that is to say on the Twenty first day of March to which day was given as well to the said Francis De Silva as to the said Suldoo Cundapah Chitty to inform the Court of the Premises comes the said Francis de Silva by his attorney aforesaid and the said Suldoo Cundapah Chitty altho' solemnly demanded came not to answer nor did he say any thing in bar or preclusion of the said action

of

of the said Francis de Silva by which the said Francis de Silva remains therein undefended against the said Suldoo Cundapah Chitty And the Justices of the said Court having heard the allegations of the Party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said Writing obligatory in the Plaint Mentioned is the Deed of the said Suldoo Cundapah Chitty as the said Francis De Silva hath in his said Plaint in that behalf therein alledged - Therefore

Judgment signed in favour of the Plaintiff the 28th June 1804 -

it is Considered that the said Francis De Silva do Recover against the said Suldoo Cundapah Chitty his said Debts and also one hundred and Seventy Pagodas and thirty seven Fanams for his Costs and Charges by the Court now here adjudged to the said Francis de Silva by his Agent and the said Suldoo Cundapah Chitty in Mercy &c

mercy

And Thereupon the said Francis De Silva by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to

Writ of Execution issued the 28th June 1804 -

levy and make of the Houses, Lands, debts and other Effects which belong to the said Suldoo Cundapah Chitty the Sum of five thousand three hundred and sixty one Pagodas and forty three Cash - and it is granted unto him returnable here on the 28th July next -

Second Term 1804

264

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice & The Honble Sir Henry Gwillem Knight Puisne Justice of his majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George } Ss. Ratnal Vencatachellam only son and heir and personal representative
Madras } of Ratnal Raganah deceased puts in his place George Mc Mahon his Attorney against Ann Simpson Administratrix of all and Singular the Goods and Chattels Rights and Credits which were of Thomas Barrett deceased in a Plea of debt -

Fort St. George } The said Ann Simpson Administratrix of all and Singular the Goods
Madras } and Chattels Rights and Credits which were of Thomas Barrett deceased puts in her place Charles Walters her attorney at the Suit of the said Ratnal Vencatachellam only Son & heir & personal representative of Ratnal Raganah deceased -

Fort St. George } Be it Remembered that of the fifth day of October in the Vacation
Madras } after the Fourth Term in the Year of Christ one thousand eight hundred and three - Before the said Supreme Court of Judicature at Madras came Ratnal Vencatachellam only Son and heir and personal representative of Ratnal Raganah deceased by George Mc Mahon his Attorney and brought into the same Court then there his Certain Plaint against the said Ann Simpson Administratrix of all and Singular the Goods

and

Plaint in Debt
filed 6th October
1803.

and Chattels Rights and Credits which were of Thomas Barrett Dec.
in a Plea of Debt and there are Pledges for the prosecution to
wit John Doe and Richard Roe, which said Plaint follows
in these words to wit— Fort Saint George Madras Ratnal Vencata-
chellum only Son and Heir and personal representative of Ratnal Reganah
deceased and late an Hindoo inhabitant of Madras according to the
Laws and Customs of such Hindoo Natives of India by George
Mc Mahon his attorney Complains of Ann Simpson administratrix
of all and singular the Goods and Chattels Rights and Credits
which were of Thomas Barrett late of Madras deceased which
said Ann Simpson administratrix as aforesaid is an Inhabitant
of Madras and as such a person subject to the Jurisdiction
of this Honble Court of a Plea that she render unto him the said
Ratnal Vencatachellum the sum of two thousand and eight
hundred Pagodas which she owes to and unjustly detains
from him For that whereas the said Thomas in his life
time on the Fifth day of October in the year of Christ one thousand
Seven hundred and Eighty five to wit at Fort Saint George
Madras aforesaid by his certain writing obligatory Sealed with
the Seal of the said Thomas and to the Court of our Sovreign
Lord the King now here Shewn the date whereof is the day and
year aforesaid acknowledged himself to be held and firmly
bound unto the said Ratnal Reganah deceased in his life
time in the sum of one thousand and four hundred Pagodas of the
Current Money of Madras Parcel of the said Sum of two thousand
and eight hundred Pagodas above demanded to be paid to the said

Ratnal

Ratnal Raganah his Heirs Executors Administrators or Assigns when he the said Thomas Should be thereto afterwards Requested — And whereas also the said Thomas in his life time afterwards to wit on the day and year aforesaid at Fort Saint George Madras aforesaid in the life time of the said Ratnal Raganah borrowed of the said Ratnal Raganah a large sum of Money to wit the further sum of Other one Thousand and four hundred Star Pagodas of like Current Money of Madras Residue of the said Sum of two thousand and eight hundred Pagodas above demand to be paid to the said Ratnal Raganah when he the said Thomas Should be thereto afterwards Requested — Nevertheless the said Thomas in his life time and the said Ann Simpson Administratrix as aforesaid after the death of the said Thomas (although often Requested) have not nor hath either of them yet paid the said sum of two thousand and eight hundred Pagodas above demanded or any part thereof either to the said Ratnal Raganah in his life time or to the said Ratnal Vencatachellum as such personal Representative as aforesaid since the death of the said Ratnal Raganah — But to pay the same or any part thereof to the said Ratnal Raganah in his life time or to the said Ratnal Vencatachellum as such personal Representative as aforesaid since the decease of the said Ratnal Raganah she the said Ann Simpson as Administratrix as aforesaid hath hitherto altogether refused and still doth refuse to pay the same to the said Ratnal Vencatachellum as such personal Representative as aforesaid his Damage of three thousand Pagodas and therefore he brings Suit &c

And afterwards to wit in the First Term of

importance

Supreme Court.

Second Term 1804

Record of Judgments

Roll 13.

of the Year one thousand eight hundred and four in the said Supreme Court of Judicature at madras till which time the said Ann Simpson had leave to impark to the said Plaint and then to answer the same, came as well the said Ratnal Vencatachellum son and heir and personal representative of Ratnal Raganah deceased by his said attorney as the said Ann Simpson by Charles Walters his attorney - and the said Ann Simpson Defends the wrong and injury when &c and as to the said Court in the said Declaration Contained says that the said Ratnal Vencatachellum ought not to have or maintain his aforesaid action thereof against the said ann Simpson because she says that the said writing obligatory in the first Count of the said Declaration mentioned is not the Deed of him the said Thomas Barrett in Manner and form as the said Ratnal Vencatachellum hath above Complained against her and of this she puts herself upon the Courts &c and for further Plea in this behalf, the said Ann Simpson, by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such Case Made and provided as to the second Count in the said Declaration Contained Says that the said Ratnal Vencatachellum ought not to have or maintain his aforesaid action thereof against her the said Ann Simpson because she says that the said Thomas Barrett in his life time did not owe to the said Ratnal Raganah in his life time the sum of one thousand and four hundred Star Pagodas in the second Count of

Plea filed 9. February 1804

of the said Declaration Mentioned or any part Thereof in Manner and Form as the said Ratnal Vencatachellum hath above Thereof Complained against Her and of this she puts Herself upon the Court &c. And the said Ratnal Vencatachellum as to the said Pleas of the said Ann by Her above pleaded and of Issue Joined which she hath put Herself upon the Court doth the like &c.

And Now in this same Term, that is to say on the twenty first day of February last past to which day was given as well to the said Ratnal Vencatachellum the Son and personal Representative of Ratnal Ragunah deceased as to the said Ann Simpson as Administratrix aforesaid to inform the Court of the premises at which day came the Parties aforesaid by their said attornies and the said Court having heard the respective Allegations of the Parties and Examined the truth Thereof and duly and deliberately Considered the Evidences say that the said Writing obligatory in the Plaint Mentioned is the Deed of the said Thomas Barrett deceased as the said Ratnal Vencatachellum hath in his said Plaint in that behalf therein alledged - Therefore it is Considered Judgment signed in favour of the 7. July 1804. that the said Ratnal Vencatachellum do recover against the said Ann Simpson administratrix aforesaid his said Debt of one Thousand four hundred Pagodas and the sum of

one

one Hundred and Forty Six Pagodas and fifteen Fanams for Costs and Charges by the Court now here adjudged to the said Rahal Vencatachellum by his assent and let the said ann Simpson in as Much as she has denied the Deed so taken &c go in Mercy &c

Mercy

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - and the Honble Sir Henry Gwillim Knight first Puisne Justice of his Majesty's Supreme Court of Judicature at Madras of the second Term in the Year of our Lord one thousand eight hundred and four -

Fort Saint George Madras ss -- } Thomas Hawkes puts in his place Robert Orme his attorney against Tundalum Annasawmy Moodelly in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras ss - } The said Tundalum Annasawmy Moodelly in his own person at the Suit of the said Thomas Hawkes in the Plea aforesaid -

Fort St. George Madras ss. } Be it remembered that as of the third Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Thomas Hawkes by Robert Orme his attorney and brought into the same Court then there his certain Plaint against Tundalum Annasawmy Moodelly being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these Words

Plaint in Assumpsit filed 10th August 1803 -

to wit Fort Saint George Madras ss. Thomas Hawkes by Robert Orme his Attorney Complains of Tundalum Annasawmy Moodelly being

an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Hon'ble Court - For that Whereas the said Tundalum Annasawmy Moodelly on the Tenth day of June in the present year of our Lord one thousand eight hundred and three to wit at Madras aforesaid made his Certain Note in writing Commonly called a Promissory Note, his own proper hand being thereto subscribed, bearing date the day and year aforesaid and then and there delivered the said Note to one Charles Godfrey by which said Note the said Tundalum Annasawmy Moodelly by the Name of T. Annasawmy Ten days after the date thereof promised to pay to the said Charles Godfrey or to his order the Sum of one hundred and Twenty Star Pagodas for Value received and the said Charles Godfrey to whom or to whose order the payment of the said Sum of Money mentioned in the said Note was by the said Note to be made after the Making thereof and before the payment of the Money in the said Note Specified or of any part thereof to wit on the day and year aforesaid at Madras aforesaid indorsed the said Note his own proper hand being thereon Subscribed by which indorsement the said Charles Godfrey ordered and appointed the said Sum of Money Specified in the said Note to be paid to the said Thomas Hawkes and then and there delivered the said Note so indorsed to the said Thomas Hawkes of which said Indorsement the said Tundalum Annasawmy Moodelly afterwards to wit on the day and year aforesaid at Madras aforesaid had notice by reason whereof the said Tundalum Annasawmy Moodelly became liable to pay to the said

said Thomas Hawkes the said Sum of Money Mentioned in the said Note
according to the tenor and Effect of the said Note and of the said Endorse-
ment so made thereon as aforesaid and being so liable he the said
Tundalum Annasawmy Moodelly in Consideration thereof afterwards to
wit on the same day and year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Thomas Hawkes to pay
him the said Sum of Money Mentioned in the said Note according to the tenor
and Effect of the said Note and of the said Indorsement so made thereon
as aforesaid - And whereas also the said Tundalum Annasawmy
Moodelly afterwards to wit on the Twentieth day of June in the Year last
Mentioned at Madras aforesaid was indebted to the said Thomas Hawkes
in the Sum of two Hundred Star Pagodas of lawful Current Money
of Madras for so much Money by the said Thomas Hawkes before
that time laid out Expended and paid for the said Tundalum Annasawmy
Moodelly and at his Special instance and Request - And being so indebted
he the said Tundalum Annasawmy Moodelly in Consideration thereof
afterwards to wit on the same day and Year last aforesaid at Madras
aforesaid, undertook and then and there faithfully promised the said Thomas
Hawkes to pay him the said last mentioned Sum of Money when he
the said Tundalum Annasawmy Moodelly should be thereunto afterwards
requested - And whereas also the said Tundalum Annasawmy
Moodelly afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said Thomas Hawkes
in the further Sum of two Hundred Star Pagodas of like Current

Money

Money for so much Money by the said Tundalum Annasawmy Moodelly before that time had and received to and for the use of the said Thomas Hawkes and being so indebted he the said Tundalum Annasawmy Moodelly in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said Thomas Hawkes to pay him the said last mentioned Sum of Money when he the said Tundalum Annasawmy Moodelly should be thereunto afterwards requested Yet the said Tundalum Annasawmy Moodelly not regarding his said several promises and undertakings so by him made in manner and form aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Thomas Hawkes in this behalf hath not yet paid the said several Sums of Money or any of them or any part thereof (although so to do he the said Tundalum Annasawmy Moodelly was requested by the said Thomas Hawkes to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid) But he the said Tundalum Annasawmy Moodelly to pay the same or any of them or any part thereof to the said Thomas Hawkes hath hitherto wholly refused and still doth refuse To the damage of the said Thomas Hawkes of three hundred Star Pagodas and therefore he brings Suit &c

And Now in this Fourth Term in the Year one thousand eight hundred and three that is to say on the twelfth day of September to

which

which Day was given as well to the said Thomas Hawkes as to the said Tundalum Annasawmy Moodelly and the said Tundalum Annasawmy Moodelly says Nothing in bar or Preclusion of the said action of the said Thomas Hawkes by which the said Thomas Hawkes Remains Thereon undefended against the said Tundalum Annasawmy Moodelly for which the said Thomas Hawkes ought to Recover his Damages by Occasion of the Premises and afterwards to wit on the Twentieth day of the said Month of September in the Term last aforesaid the said Court having diligently enquired what Damages the said Thomas Hawkes hath sustained as well by the Means aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended do find and adjudge that the said Thomas Hawkes hath sustained Damages by Occasion of the Premises over and above his Costs and Charges to one Hundred and twenty seven Pagodas and for those Costs and Charges to one Hundred and Six Pagodas and thirty nine Fanams -

Judgment signed for the Plaintiff the 7th July 1804

Therefore it is Considered that the said Thomas Hawkes Recover against the said Tundalum Annasawmy Moodelly his Damages and Costs aforesaid by the Court aforesaid found and adjudged which Damages in the whole amount to Two Hundred and thirty three Pagodas and thirty nine Fanams and the said Tundalum Annasawmy Moodelly in Mercy &c

Mercy

275

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight First Puisne Justice of His Majesty's Supreme Court of Judicature at Madras, of the Second Term in the Year of our Lord one thousand eight hundred and four -

Fort Saint George Madras ss } Palamcotta Mootoo Caroopa Pillay puts in his place George Mac Mahon his attorney against Benjamin Torin in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras ss } The said Benjamin Torin puts in his place Robert Orme his attorney at the Suit of the said Palamcotta Mootoo Caroopa Pillay in the Plea aforesaid -

Fort Saint George Madras ss - } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honorable Court all the Proceedings and Records of the said Court of the Recorder) came Palamcotta Mootoo Caroopa Pillay by George Mac Mahon his attorney and brought into the said last Mentioned Court then there his certain Plaint against Benjamin Torin in a Plea of Trespass on the Case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe

Plaint in assumpsit
Filed 20th March
1804 -

Re which said Plaint follows in these words Fort Saint George
Madras - Palamcotta Mootoo Caroopa Pilley by George McMahon
his Attorney Complains against Benjamin Foin a British Subject
and Inhabitant of Madras and as such person Subject to the Jurisdiction
of this Honble Court of a Plea of Trespass on the Case for this to wit
That whereas before and at the time of making the agreement
hereafter next Mentioned and long afterwards the said Benjamin was
employed as a Senior Merchant in the Service of the Honorable United
Company of Merchants of England trading to the East Indies
and acted for and on behalf of the Government of Fort Saint George
as Superintendant or agent at Tinnavally and other Places in the
Carnatic to the Southward of Fort Saint George in providing and supplying
the British Grand Army under the said Government with Bullocks
and Carriage Cattle for the Services of the said army - and
whereas upon the first day of March in the Year of our Lord one
Thousand seven hundred and ninety at Palamcotta within the
Jurisdiction of this Honorable Court to wit at Madras aforesaid
at the Special and instance and Request of the said Benjamin
as agent or Superintendant as aforesaid it was agreed by
and between the said Benjamin and the said Mootoo Caroopa that
the said Mootoo Caroopa should act as Native Head agent and
Superintendant under him the said Benjamin in Superintending the
Collecting and providing Draught and Carriage Bullocks

from

from the Garrisons of Madura Palamcotta and Dindigul for the use of the said British Grand army then Employed against the Enemy for and during such time as the said Benjamin should Continue to act as agent in the Service aforesaid and that he the said Benjamin would well and truly pay to the said Mootoo Caroopa for his Services in that behalf the Sum of Thirty Pagodas per Month for and during the period aforesaid as also a Certain Custom or Commission of one and an half Fanam for each and every Bullock so to be collected and furnished under the Superintendance of the said Mootoo Caroopa and it was further agreed upon by and between the said Benjamin and the said Mootoo Caroopa that for such and so many Draft and Carriage Bullocks of the said Mootoo Caroopa Supplied by him and let out to hire for the Service aforesaid payment should be made by him the said Benjamin agreeably to the Rate theretofore Established and paid for another Draft and Carriage Cattle employed in the Service aforesaid and whereas upon the same day and year aforesaid at Palamcotta aforesaid in Consideration that the said Mootoo Caroopa at the like instance and Request of the said Benjamin had then and there taken upon himself well and truly to perform the said agreement in all things on his part to be performed he the said Benjamin took upon

himself

himself and then and there faithfully promised the said Mootoo Caroopa
well and truly to perform the said agreement in all things on his
part to be performed and the said Mootoo Caroopa in fact saith
that he from the time of making the said agreement hitherto
hath served and acted under the said Benjamin in the Capacity
of Native Head agent and Superintendant in Collecting and
Supplying Bullocks from the said Garrisons of Madura
Palamcotta and Dindigul for the Service of the said Grand Army
to wit from the first day of March one thousand Seven hundred
and Ninety unto the fifteenth day of September one thousand
Seven hundred and Ninety one being the full time the said
Benjamin continued to act as agent or Superintendant for the
Service aforesaid from the period of making the said agreement
and that the said Mootoo Caroopa hath within that time
Collected for and furnished the said Grand army with the
knowledge privity and approbation of the said Benjamin
from the Garrisons and Districts aforesaid forty seven
thousand five hundred and fourteen good Serviceable and
approved Bullocks as also four hundred and fifty six of
the proper Bullocks of the said Mootoo Caroopa furnished
and supplied the said Grand army according to the tenor of
the

the said agreement Yet the said Benjamin not regarding his said promise and undertaking but Devising and fraudulently intending hath not yet paid to the said Mootoo Caroopa the said monthly Salary of thirty Pagodas for the period Commencing on the said first day of March one thousand seven hundred and ninety and ending on the said fifteenth September one thousand seven hundred and ninety one nor any part thereof nor his Custom or Commission at the rate aforesaid for the said Forty seven thousand five hundred and fourteen Bullocks furnished as aforesaid nor the Price or hire of the said four hundred and fifty six Bullocks found and provided by the said Mootoo Caroopa as aforesaid and used and laboured in the Service of the said grand army nor any part thereof although the said Benjamin afterwards to wit on the fourth day of March in the year of one thousand seven hundred and ninety four and often afterwards at Palamcotta aforesaid was requested by the said Mootoo Caroopa so to do but hath hitherto refused and still doth refuse so to do - and whereas also the said Benjamin on the fourth day of March one thousand seven hundred and ninety four at Palamcotta aforesaid was indebted to the said Mootoo Caroopa in two thousand three hundred and forty Pagodas twenty eight Fanams Current Money of Madras aforesaid for the Services work and labour of the said Mootoo Caroopa by him before that time done and performed for the said Benjamin at his special instance and request and the said Benjamin being so indebted

in

in Consideration thereof afterwards towit the same day and year aforesaid at Palamcotta aforesaid took upon himself and then and there faithfully promised the said Mootoo Caroopa that he the said Benjamin would well and truly pay to the said Mootoo Caroopa the said Sum of Money last Mentioned when afterwards he should be thereto requested — And whereas also the said Benjamin afterwards towit on the same day and year aforesaid at Palamcotta aforesaid in Consideration that the said Mootoo Caroopa had before that time at the like special instance and request of him the said Benjamin done and performed other Services work and labour for the said Benjamin took upon himself and then and there faithfully promised the said Mootoo Caroopa that he the said Benjamin would well and truly pay and Content the said Mootoo Caroopa so much as he reasonably deserved to have for same when he should be afterwards thereto requested and the said Mootoo Caroopa avers that he reasonably deserved to have of him the said Benjamin for the said Services work and labour last Mentioned other two thousand three hundred and forty Pagodas twenty eight fanams of like lawful Money towit at Palamcottah aforesaid of which the said Benjamin then and there had notice — and whereas also the said Benjamin on the same day and year last aforesaid at Palamcotta aforesaid was indebted unto the said Mootoo Caroopa in the Sum of two thousand three hundred and forty Pagodas twenty eight fanams for the hire of four hundred and fifty six Bullocks

Bullocks of the said Mootoo Caroopa by the said Mootoo Caroopa before
that time let to hire to the said Benjamin and at his special
instance and request and he the said Benjamin according to the letting
had used and laboured and being so indebted the said Benjamin in
Consideration thereof afterwards to wit the same day and year aforesaid
at Madras aforesaid undertook and then and there faithfully promised
the said Mootoo Caroopa that he the said Benjamin would well and
truly pay to the said Mootoo Caroopa the said Sum of Money last
mentioned when afterwards he should be thereto required - And
Whereas the said Benjamin on the same day and year last aforesaid
at Madras aforesaid in Consideration that the said Mootoo Caroopa
had before that time let to hire other four hundred and fifty six
Bullocks of the said Mootoo Caroopa to the said Benjamin and at his
special instance and request was used and laboured in and about the
business of the said Benjamin for divers days and months then elapsed
and that he the said Benjamin by virtue of the same letting last mentioned
had used and laboured the said last mentioned Bullocks about his
business for a long time to wit for the space of nineteen months then
elapsed he the said Benjamin undertook and then and there faithfully
promised the said Mootoo Caroopa to pay him so much Money as he
therefore reasonably deserved and the said Mootoo Caroopa doth aver
that he reasonably deserved to have for the hire letting and labour
of the said four hundred fifty and six Bullocks last mentioned

other

other two thousand three hundred and forty Pagodas twenty eights
Fanams of like Current Money to wit at Palamcotta aforesaid of which
the said Benjamin then and there had notice - and whereas also the
said Benjamin afterwards to wit on the day and year last mentioned
at Palamcotta aforesaid accounted with the said Mootoo Caroopa
of and Concerning divers Sums of Money from the said Benjamin
to the said Mootoo Caroopa before that time due and owing and
then and there in arrear and unpaid and upon that account
the said Benjamin was then and there found in arrear to the said
Mootoo Caroopa in other two thousand three hundred and forty
Pagodas twenty eights Fanams of like Current Money and being
so found in arrear the said Benjamin in Consideration thereof
afterwards to wit on the same day and year last mentioned at
Palamcotta aforesaid took upon himself and then and there
faithfully promised the said Mootoo Caroopa that he the said
Benjamin would well and truly pay and satisfy to the said
Mootoo Caroopa the said two thousand three hundred and
forty Pagodas and twenty eights Fanams last mentioned
when he should afterwards be thereunto required Yet the
said Benjamin not regarding his several promises and
undertakings aforesaid in form aforesaid made but contriving
and fraudulently intending craftily and subtilly to deceive and
defraud

defraud the said Mootoo Caroopa in this particular hath not yet paid the said several Sums of Money or any part thereof to the said Mootoo Caroopa although to do this he the said Benjamin afterwards to wit on the first day of January one thousand eight hundred and often afterwards at Madras aforesaid by the said Mootoo Caroopa was requested but he to pay the same to him hitherto hath wholly refused and still doth refuse to the said Mootoo Caroopa his damage of Two thousand four hundred Pagodas and therefore he produces his Suit -

imparlance

And afterwards to wit in the First Term of the said Supreme Court in the said year one thousand Eight hundred and one, till which term the said Benjamin Torin had leave to imparl to the said Plaint and then to answer the same, before the said Supreme Court came as well the said Palamcotta Mootoo Caroopa Pillay by his said attorney as the said Benjamin Torin by Robert Orme his attorney -

Plea filed 22d Sept. 1801 -

And the said Benjamin Torin defends the Wrong and Injury when &c and says that he did not undertake and promise in manner and form as the said Mootoo Caroopa hath above thereof complained against him - and of this he puts himself upon the Court - and for further Plea in this behalf the said Benjamin says by the leave of the Court here for this purpose first had and obtained according to the form of the Statute in that case made and provided says that the said Mootoo Caroopa ought not to have or maintain his aforesaid action thereof against him Because he says that he the said Benjamin did not at any time within six years next before the suing out the writ of the said Mootoo Caroopa undertake

and promise in Manner and form as the said Mootoo Caroopa hath above
thereof Complained against him the said Benjamin and this he the
said Benjamin is ready to verify wherefore he prays Judgment if
the said Mootoo Caroopa ought to have or maintain his aforesaid
action thereof against him &c And for further Plea in this
behalf he the said Benjamin by like leave of the Court to him
in that behalf granted as aforesaid says that the said Mootoo
Caroopa ought not to have or maintain his aforesaid action thereof
against him Because he says that before and at the time of
the suing out the writ of the said Mootoo Caroopa the said
Mootoo Caroopa was and still is indebted to the said Benjamin
in more Money than is due and owing from the said Benjamin to the
said Mootoo Caroopa upon or by reason of the not performing
the said several promises and undertakings in the said Plaint
mentioned that is to say, in the Sum of Two Thousand and four Hundred
Star Pagodas of the current Money of Madras for Principal Money
and Interest due to the said Benjamin from the said Mootoo Caroopa
on a certain Native Instrument in the Malabar Language given by
the said Mootoo Caroopa to Maharauja Rajasmy Thomas Cockburn
as the agent of and for the said Benjamin and bearing Date the
Seventh day of July one Thousand Seven Hundred and Ninety two
Whereby the said Mootoo Caroopa by the Name of Paulian Coky
Mootoo Caruppah Pillay acknowledged to have borrowed and received
of the said Maharauja Rajasmy Thomas Cockburn the Sum of (1000)

one.

one thousand Star Pagodas which the said Mootoo Caroopa promised to repay on demand with all such Interest as should become due thereon at the rate of Nine per Cent per annum which said Sum of one thousand Star Pagodas was the proper Money of the said Benjamin and as such paid and lent to and received by the said Mootoo Caroopa And in the further Sum of Two thousand and four hundred Star Pagodas of like Current Money for so much Money by the said Benjamin and his agents before then lent and advanced to the said Mootoo Caroopa and at his Special instance and request - And in the further Sum of Two thousand and four hundred Star Pagodas of like Current Money for Money before that time paid laid out and Expended by the said Benjamin and his agents to and for the use of the said Mootoo Caroopa and at his like Special instance and request And in the further Sum of Two thousand and four hundred Star Pagodas of like Current Money for Money by the said Mootoo Caroopa before that time had and received to and for the use of the said Benjamin And in the further Sum of Two thousand and four hundred Star Pagodas of like Current Money upon an account stated by and between the said Mootoo Caroopa - And the said Benjamin which said several Sums of Money so due and owing from the said Mootoo Caroopa to the said Benjamin greatly Exceed the Damages sustained by the said Mootoo Caroopa by reason of the Non performance of the several promises and undertakings in the said Plaints Mentioned and that out of which said several

Sums

Sums of Money he the said Benjamin is willing and hereby offers to set off and allow to the said Mootoo Caroopa the full amount of the said Damages according to the form of the Statute in such Case Made and provided and this he the said Benjamin is ready to verify Wherefore he prays Judgment if the said Mootoo Caroopa ought to have his aforesaid action thereof maintained against him &c.

And upon this the said Benjamin Torin afterwards prayed that he said Palamcotta Mootoo Caroopa Pillay might reply to the aforesaid Plea of him the said Benjamin Torin and thereupon a day was given by the Court here to the said Palamcotta Mootoo Caroopa Pillay before the Justices of our Lord the King at Madras for him the said Palamcotta Mootoo Caroopa Pillay to reply to the aforesaid Plea of the said Benjamin Torin the same day was also given to the said Benjamin Torin at the same place At which Day before the said Court at Madras came the said Benjamin Torin by his attorney aforesaid and the said Palamcotta Mootoo Caroopa Pillay although at that day solemnly called came not nor hath he replied to the aforesaid Plea of the said Benjamin Torin nor doth he further prosecute his said Suit Therefore it is now Considered by the Court here that the said Palamcotta Mootoo Caroopa Pillay take nothing by his said Plaint but that he and his Pledges to prosecute be in mercy &c and

mercy

Judgment of Non pros. signed for Defendant the 11th July 1804, with Costs -

and it is further considered by the said Court here that the said Benjamin Torin do recover against the said Palamcotta Moodoo Canoopa Pillay one Hundred and thirty Eight Star Pagodas and Eighteen Fanams for his Costs and Charges by him laid out about his Defence in this behalf by the Court now here adjudged to the said Benjamin Torin and with his assent and that the said Benjamin Torin have Execution thereof &c

Second Term 1804

Secon'd Term 1804

290

Supreme Court

Second Term 1804.

Record of Judgments

Roll No. 13.

Supreme Court

Record of Judgment

Roll 164

No 14

James & Dennison

Pleas before the Hon^ble Sir Thomas Andrew Strange, Knight, Chief Justice, The Hon^ble Sir Henry Gwillem, Knight, and the Hon^ble Sir Benjamin Sulivan Knight, Puisne Justices of His majesty's Supreme Court of Judicature at Madras of the second Term in the year of our Lord one thousand eight hundred and four -

Fort St. George Madras ... } George Johnston puts in his place George Mc mahon his attorney against Thomas Mortimer in a Plea of Trespass -

Fort St. George Madras ... } The said Thomas Mortimer puts in his place Robert orme his attorney at the Suit of the said George Johnston in the Plea aforesaid

Fort St. George Madras ... } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and four before the Supreme Court of Judicature at Madras came George Johnston by George Mc Mahon his Attorney and brought into the same Court then there his certain Plaint against Thomas Mortimer in a Plea of Trespass and there are Pledges for the prosecution to wit, John Doe and Richard Roe, which said Plaint followeth in these words, to wit, in Fort St. George to wit George Johnston by George Mc mahon Gentleman Complains of Thomas Mortimer Mariner being a British Subject and as such Subject to the Jurisdiction of this Hon^ble Court, For that the said Thomas heretofore to wit the twenty second day of September in the Year one thousand eight

Plaint in Trespass filed the 16th February 1804 -

hundred and three on the High Seas to wit at madras with force and arms to wit with Swords, cutlasses, Pistols, Sticks and Staves made an assault on the said George Johnston and then and there beat, bruised, wounded and illtreated the said George Johnston so that his life was thereby very much despaired of and then and there took and imprisoned the said George Johnston and Kept and Confined him so there Confined for a long Space of time to wit for the Space of three Months from thence next ensuing and other injuries to the said George Johnston then and there did against the peace of our Sovereign Lord the King and to the great damage of the said George Johnston and for that the said Thomas heretofore to wit on the Eleventh day of December in the year one thousand eight hundred and three on the High Seas to wit at Madras with force and arms to wit with Swords, Cutlasses Pistols, Sticks and Staves made another assault on the said George Johnston and then and there beat, bruised, wounded and illtreated the said George Johnston so that his life was thereby very much despaired of and then and there took and imprisoned the said George Johnston and Kept and Confined him so there Confined for a long Space of time to wit for the Space of other three Months from thence next ensuing and other injuries to the said George Johnston then and there did against the peace of our Sovereign Lord the

King and to the great damage of the said George Johnston of Ten thousand Pagodas and therefore he brings Suit &c.

And afterwards, that is to say, in the Vacation after the said first Term, to wit. on the Twentieth day of March whereon day the said Thomas had leave to impark to the said Plaint and then to answer the same came as well the said George Johnston by his said Attorney, as the said Thomas by Robert Orme his Attorney — And the said Thomas Defends the Force and injury when &c and Says that he is not guilty of the Several Trespass above laid to his charge in Manner and form as the said George hath above thereof Complained against him — And of this he puts himself on the Court &c — And for further Plea in this behalf as to the said Supposed assault and the beating, wounding ill treating and imprisoning the said George in the first Count of the said Plaints above Supposed to have been Committed by the said Thomas, the the said Thomas by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such Case Made and provided Says, that the said George ought not to have or maintain his aforesaid action thereof against the said Thomas Because he saith that before and at the said time when the said Trespass in the first Count of the said Plaint Mentioned is above Supposed to have been Committed and afterwards to wit the said Thomas was Captain and Commander of a certain Ship Employed in the service of the United Company of Merchants of England trading to the East Indies called the General Stuart and as such Captain and

imparlance

Plea filed 20th March 1804-

and Commander of the said Ship had the inspection and Managemnt of the said Ship and the Government direction and Superintendance of all the Passengers, Mariners and Seamen of and belonging to or on board the said Ship to wit at Madras aforesaid and that before and at the said time when the said Trespass in the first Count of the Plaint Mentioned is above Supposed to have been Committed the said George was a Passenger on board the same Ship - And that just before the same time when the said Trespass in the first Count of the Plaint Mentioned is above Supposed to have been Committed as aforesaid the said George did in no wise behave and demean himself as a good peaceable and obedient Passenger on board the said Ship but on the Contrary thereof did disobediently behave himself and did then and there use disrespectful and Contumelious Language to the said Thomas as Captain and Commander of the said Ship, tending to bring the authority of the said Thomas into Contempt and to subvert the discipline and Subordination due to the said Thomas as such Captain and Commander of such Ship as aforesaid in and on board the said Ship Whereupon he the said Thomas as such Captain of the Ship as aforesaid and having the direction, Government, care and Management of the said Ship and of all the Passengers, Mariners and Seamen of and on board the said Ship to punish and Correct the said George for his ill

behaviour and disrespectful and Contumelious Language aforesaid and to Reform him and to Cause him for the future to use respectful Language and to observe Correct demeanor and Conduct as a Passenger on board the said Ship as he the said George ought to do — And also to deter the said George and the other Passengers, Mariners and Seamen of and on board the said Ship from the like ill behaviour and disrespectful language for the future at the said time when the said Trespass in the first Count of the Plaint mentioned is above Supposed to have been Committed to wit at Madras aforesaid did Cause the said George to be gently seized and Confined to his Cabin and Kept and Continued him Confined to his said Cabin in and on board the said Ship for the space of Three days the same being a reasonable and proper time on that Occasion which is the same Trespass in the introductory Part of this Plea Mentioned and whereof the said George hath above thereof Complained against the said Thomas — And this he the said Thomas is ready to verify — Wherefore he prays Judgment if the said George ought to have or Maintain his aforesaid action thereof against him the said Thomas &c" And for further Plea as to the Supposed assault and the beating, bruising Wounding and ill treating the said George in the second Count of the said Plaint above Supposed to have been Committed by the said Thomas. He the said Thomas by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such Case made and provided says that the

the said George ought not to have or Maintain his aforesaid action thereof against the said Thomas Because he saith that before and at the said time when the said Trespass in the second Count of the said Plaint Mentioned is above supposed to have been Committed and afterwards he the said Thomas was Captain and Commander of the said Ship Called the General Stuart and as such Captain and Commander of the said Ship had the inspection and Management of the said Ship and the Government, Direction and Superintendance of all the Passengers Mariners and Seamen of and belonging to or on board the said Ship to wit. at Madras aforesaid and that before and at the said time when the said Trespass in the second Count of the Plaint mentioned is above Supposed to have been Committed the said George was a Passenger on board the same Ship - And that just before the same time when the said Trespass in the second Count of the Plaint Mentioned is above Supposed to have been Committed as aforesaid the said George did in no wise behave and demean himself as a good peaceable and obedient Passenger on board the said Ship, but on the Contrary thereof, did disobediently behave himself and did then and there use disrespectful and Contumelious Language to the said Thomas as Captain and Commander of the said Ship tending to bring the authority of the said Thomas into Contempt and to subvert the discipline and Subordination due to the said Thomas as such Captain and Commander of such Ship as aforesaid in and on

board the said Ship whereupon he the said Thomas as such Captain of the Ship as aforesaid and having the direction, government, care, and management of the said Ship and of all the Passengers, Mariners and Seamen of and on board the said Ship to punish and Correct the said George for his ill behaviour and disrespectful and Contumelious language aforesaid and to reform him and to Cause him for the future to use respectful language and to observe Correct demeanor and Conduct as a Passenger on board the said Ship as he the said George ought to do- And also to deter the said George and the other Passengers, Mariners and Seamen of and on board the said Ship from the like ill behaviour and disrespectful language for the future at the said time when the said Trespass in the Second Count of the Plains mentioned is above supposed to have been Committed to wit at Madras aforesaid did Cause the said George to be gently seized and Confined to his Cabin and Kept and Continued him Confined to his said Cabin in and on board the said Ship for the space of Twenty three days the same being a reasonable and proper time on that occasion which is the same Trespass in the introductory Part of this Plea Mentioned and whereof the said George hath above thereof Complained against the said Thomas - And this he the said Thomas is ready to

verify

Second Term 1804

verify Wherefore he prays Judgment if the said George ought to have & maintain his aforesaid action thereof against him the said Thomas &c

Replication & Demurrer filed 22d March 1804

And afterwards that is to say on the 31st day of March in the Second Term of the said Year came the Parties aforesaid by their Attornies aforesaid and thereupon the said George as to the said first Plea of the said Thomas by him above pleaded and whereof he hath put himself upon the Court doth the like &c and as to the second Plea of the said Thomas by him above pleaded in Bar the said George says that that Plea and the matters therein Contained are not sufficient in Law to bar the said George from having and maintaining his aforesaid action against the said Thomas to which Plea in manner and form above pleaded the said George is not under any Necessity Nor is he bound by the Law of the Land in any Manner to answer and this he is ready to verify Whereof for want of a Sufficient Plea in this behalf the said George prays Judgment and his damages by Reason of the Premises to be adjudged to him &c and as to the third and last Plea of the said Thomas by him above pleaded in Bar the said George says that that Plea and the Matters therein Contained are not Sufficient in Law to bar the said George from having and maintaining his aforesaid action against the said Thomas to which Plea in Manner and form above pleaded the said George is not under any Necessity Nor is he bound by the Law of the Land in

any

any Manner to answer and this he is ready to verify wherefore for want of a Sufficient Plea in this behalf the said George prays Judgment and his damages by reason of the Premises to be adjudged to him &c.

Joinder in Demurrer filed 29th March 1804

And the said Thomas says that the Second Plea of the said Thomas by him above pleaded in bar and the Matters therein Contained as the same are above pleaded and set forth are Sufficient in law to bar the said George from having and Maintaining his aforesaid action against the said Thomas which said Plea and the Matters therein Contained the said Thomas is ready to verify and prove as the Court here shall award and because the said George hath not answered or denied the said Plea the said Thomas prays Judgment and that the said George may be barred from having his aforesaid action thereof Maintained against him - And the said Thomas also says that the Third and last Plea of him the said Thomas above Pleaded and the Matters therein Contained as the same are above pleaded and set forth are sufficient in law to bar the said George from having and Maintaining his aforesaid action thereof against him the said Thomas which said Plea and the Matters therein Contained the said Thomas is ready to verify and prove as the Court here shall award and because the said George hath not answered or denied the said Plea the said Thomas prays Judgment and that the said George may be barred.

barred from having his aforesaid action thereof against him &c

And afterwards, that is to say, on the thirty first day of March the premises as to the said Plea of the said Thomas Mortimer by him secondly above pleaded in bar, whereupon the said parties have put themselves upon the Judgment of the Court being seen and by the Court here fully understood, it appears to the said Court that the said Plea and the matters therein contained are not sufficient in law to bar the said George Johnston from having or maintaining his aforesaid action thereof against the said Thomas Mortimer and the premises as the said Plea of the said Thomas Mortimer by him thirdly above pleaded in bar whereupon the said parties have put themselves upon the Judgment of the Court, being seen and by the Court here fully understood, it appears to the said Court that the said Plea and the matters therein contained are not sufficient in law to bar the said George Johnston from having or maintaining his aforesaid action thereof against the said Thomas Mortimer, And Now in this same Term, that is to say, on the tenth day of April until which day, was given to the said George Johnston and Thomas Mortimer to inform the Court of the premises as well for the trial of the Issue above joined, as for the enquiry of what damages the said George Johnston hath sustained

on Occasion of the premises whereof the said parties put themselves upon the Judgment of the Court as aforesaid came the parties aforesaid by their attornies aforesaid - and the Justices having heard the allegations of the respective parties and Examined the truth thereof and duly Considered the evidence produced on both sides, as to the Issue above joined to be tried by the said Court, Say. that the said Thomas Mortimer is guilty of the premises, above laid to his Charge in manner and form as the said George Johnston hath above thereof Complained against him - And they do therefore adjudge that the said George Johnston do recover against the said Thomas Mortimer on occasion of the premises over and above his Costs and Charges by him the said George Johnston about his suit in this behalf Expended, the sum of one thousand and five hundred Pagodas for his damages, and for those Costs and Charges the sum of three hundred and sixty seven Pagodas and nine Fanams which said damages, Costs, and Charges in the whole amount to one thousand eight hundred and sixty seven Pagodas and nine Fanams - And that the said Thomas Mortimer be in Mercy &c

Judgment signed for Plaintiff 14th August 1804 -

Mercy

Second Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - The Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one Thousand eight hundred and four -

Fort St George Madras } Sudenarrain Chitty and Baulco Chitty put in their place Fourner Disney their attorney against John King Lane and Elizabeth Lawcock Executor and Executrix of the last Will and Testament of William Lawcock deceased in a Plea of Trespass on the Case -

Fort St George Madras } The said John King Lane and Elizabeth Lawcock Executor and Executrix of William Lawcock deceased put in their place Emanuel Samuel their attorney at the suit of the said Sudenarrain Chitty and Baulco Chitty in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Sudenarrain Chitty and Baulco Chitty by Fourner Disney their attorney and brought into the said Court then there their certain Plaint against John King Lane and Elizabeth Lawcock Executor and Executrix of William Lawcock deceased in a Plea of Trespass on the Case - and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St George Madras ss Sudenarrain Chitty and Baulco Chitty of Madras Inhabitants by Fourner Disney their attorney Complain of John King Lane and Elizabeth Lawcock Executor and Executrix of the last Will and Testament of William Lawcock deceased being also Inhabitants of Madras and as such

Plaint in assumpsit filed 14th February 1804 -

such liable to the Jurisdiction of this Honble Court.- For That
Whereas the said John King Lane and Elizabeth Lewcock Executor
and Executrix as aforesaid heretofore to wit on the Twenty fourth
day of December one thousand Eight hundred and three at Madras
aforesaid were indebted to the said Sudenarrain Chitty and Baulos Chitty
in the Sum of one hundred and Eighty one Star Pagodas Eleven Fanams
and forty six Cash Current Money of Madras aforesaid for divers
Goods Wares and Merchandizes by the said Sudenarrain Chitty and
Baulos Chitty to the said William Lewcock deceased in his life
time and at his Special instance and Request before that time
sold and delivered and being so indebted the said John King
Lane and Elizabeth Lewcock as Executor and Executrix as aforesaid
in Consideration thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then and there faithfully
promised the said Sudenarrain Chitty and Baulos Chitty to pay to the said
Sudenarrain Chitty and Baulos Chitty the said last Mentioned Sum of Money when
they should be thereunto afterwards requested - And whereas also the
said John King Lane and Elizabeth Lewcock as Executor and
Executrix as aforesaid afterwards to wit on the day and year
aforesaid at Madras aforesaid in Consideration that the said
Sudenarrain Chitty and Baulos Chitty had before that time at
the like Special instance and Request of the said William Lewcock
deceased Sold and delivered to the said William Lewcock deceased
in his life time divers other Goods Wares and Merchandizes
took upon themselves and then and there faithfully promised

the said Audenarrain Chitty and Bauloo Chitty to pay them so much Money as the said Goods Wares and Merchandizes last mentioned were reasonably worth at the time of the said Sale and Delivery thereof when they should be thereunto afterwards requested — And the said Audenarrain Chitty and Bauloo Chitty over that the said Goods Wares and Merchandizes last Mentioned were reasonably worth at the time of the Sale and Delivery thereof other one Hundred and Eighty one Star Pagodas Eleven Fanams and forty six Cash Current Money of Madras aforesaid whereof the said William Lewcock deceased in his life time and the said John King Lane and Elizabeth Lewcock as Executors and Executrix as aforesaid since his decease then and there had Notice — And whereas also the said John King Lane and Elizabeth Lewcock as Executor and Executrix as aforesaid afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Audenarrain Chitty and Bauloo Chitty in other Sum of one Hundred and Eighty one Star Pagodas Eleven Fanams and forty six Cash Current Money of Madras aforesaid for so much Money by the said Audenarrain Chitty and Bauloo Chitty before that time paid laid out and Expended to and for the use of the said William Lewcock deceased in his life time at his Special instance and Request and being so indebted they the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid afterwards to wit on the same day and year aforesaid at Madras aforesaid in consideration

Consideration Thereof undertook and then and there faithfully promised the said Audenarrain Chitty and Baulos Chitty to pay them the said last Mentioned Sum of Money When they should be thereunto afterwards requested - And Whereas also the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid afterwards to wit the day and Year last Mentioned at Madras aforesaid accounted with the said Audenarrain Chitty and Baulos Chitty of and Concerning divers Sums of Money from the said William Lewcock Deceased in his life time to the said Audenarrain Chitty and Baulos Chitty before that time due and owing and then and there in arrear and unpaid and upon that Account the said John King Lane and Elizabeth Lewcock as Executor and Executrix as aforesaid were then and there found in arrear and indebted to the said Audenarrain Chitty and Baulos Chitty in the Sum of one Hundred and Eighty one Star Pagodas Eleven Fanams and forty six Cash of like Lawful Money and being so indebted the said John King Lane and Elizabeth Lewcock as Executor and Executrix as aforesaid in Consideration Thereof afterwards to wit on the day and Year last Mentioned at Madras aforesaid undertook and then and there faithfully promised the said Audenarrain Chitty and Baulos Chitty to pay to the said Audenarrain Chitty and Baulos Chitty the said Sum of Money last Mentioned When they should be thereunto afterwards requested - Yet the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid not regarding their Several promises and Undertakings in Manner

and form aforesaid made but Contriving and fraudulently intending
Craftilly and Subtilly to deceive and defraud the said Audenarrain
Chitty and Baulos Chitty in this particular, have not nor hath either of
them yet paid the said Several Sums of Money or any part thereof
to the said Audenarrain Chitty and Baulos Chetty although often
afterwards requested so to do - but have hitherto wholly refused
and still do refuse so to do to the said Audenarrain Chitty and
Baulos Chitty their Damage of Five hundred Star Pagodas and
therefore they bring their Suit and so forth -

And afterwards that is to say, on the fifth day of March
in the Year of our Lord one thousand eight hundred and four to wit in
the Vacation of the same First Term in the same Year, until which day the
said John King Lane and Elizabeth Lewcock had leave to imparl the
said Plaints and then to answer the same came as well the said Audenarrain
Chitty and Baulos Chitty by their Attorney as the said John King Lane and
Elizabeth Lewcock by Emanuel Samuel their attorney - And the said
John King Lane and Elizabeth Lewcock Defend the Wrong and injury
when &c and say that they did not undertake or promise in Manner and
form as the said Aude Narrain Chitty and Baulos Chitty have above
thereof Complained against them and of this they put themselves upon
the Court - And the said Audenarrain Chitty and Baulos Chitty by
Townes Disney their attorney doth likewise -

And Now in this same Term that is to say on
the Tenth day of April to which day was given as well to the
said Audenarrain Chitty and Baulos Chetty as to the said John
King Lane and Elizabeth Lewcock to inform the Court of
the premises which day came the parties aforesaid by
their

imparlance

Plea filed 5th March 1804 -

Issue Issue

their Attornies and the said Court having heard the respective Allegations of the parties by their Advocates and Examined the truth thereof and duly and deliberately Considered the evidence on both sides as to the Issue joined between the parties say that the said John King Lane and Elizabeth Lewcock did undertake and promise in manner and form as the said Audenarrain Chitty and Baulos Chitty Lane in their said Plaints in that behalf therein alledged, and the Justices aforesaid assess the damages of the said Audenarrain Chitty and Baulos Chitty by occasion of the not performing the promises and Undertakings in the said Plaints of the said Audenarrain Chitty and Baulos Chitty mentioned besides their Costs and Charges by them about their Suits in this behalf Expended to one Hundred and Ninety one Pagodas Twenty one Fanams and Twenty Cash

Judgment signed for the Plaintiff the 23d July 1804

Therefore It is Ordered, that the said Audenarrain Chitty and Baulos Chitty do recover against the said John King Lane and Elizabeth Lawcock their damages aforesaid in form aforesaid assessed and also the sum of one Hundred and thirteen Pagodas, and Twenty Fanams for their said Costs and Charges by the said Court Now here adjudged to the said Audenarrain Chitty and Baulos Chitty with their assent, which said damages Costs and Charges in the whole Amount to the sum of Three hundred and four Pagodas, forty one Fanams and Twenty Cash and that they have Execution

thereof

thereof, and the said John King Lane and Elizabeth Lawcock is
mercy in Mercy &c -

And thereupon the said Sudenaraim Chitty and
Baulos Chitty by Townes Disney their attorney pray a writ of our Lord the
King to be directed to the Sheriff of Madraspatnam to cause him to levy
& make of the Houses, Lands, debts and other Effects which were
Writ of Execution of the said William Lawcock at the time of his death in the hands
Issued on the 26th of the said John King Lane and Elizabeth Lawcock as Exor & Executrix
July 1804 - aforesaid. the Sum of Three Hundred and four Pagodas forty one Fanams
and Twenty Cash - and it is granted unto them returnable here
on the 27th August next -

Third Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice — The Honble Sir Henry Gwillim & Knight and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one thousand eight hundred and four —

Fort St. George Madras } Pauly Streeramooloo puts in his place Townes Disney his attorney against Naigam the Widow and Annausawmy Moodelliar in a Plea of Trespass on the Case —

Fort St. George Madras } The said Naigam the Widow and Annausawmy Moodelliar in their own person. at the Suit of the said Pauly Streeramooloo in the Plea aforesaid —

Fort St. George Madras } Be it Remembered that on the 19th day of October in the Vacation after the fourth Term in the Year of Christ one thousand eight hundred and two before the Supreme Court of Judicature at Madras came Pauly Streeramooloo Naicker by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Naigam the Widow and Annausawmy Moodelliar in a Plea of Trespass and there are Pledges for the Prosecution to wit John Doe and Richard Doe which said Plaint follows in these words —

Plaint in assumpsit filed 19th Octr 1802 — Fort St. George Madras Pauly Streeramooloo Naicker of Madras Inhabitant by Townes Disney his attorney Complains of Naigam the Widow and Annausawmy Moodelliar living Widow Inhabitants of

Madras and as such Subject to the Jurisdiction of this Honble
Court For That whereas the said Naigum and Annauswamy
Modelliar heretofore to wit on the Fourteenth day of September in the
year of our Lord one thousand eight hundred and one at Madras
aforesaid Made their Certain Note in writing in the Malabar
Language according to the Custom of such Hindoo Natives of
India their own proper Hands being thereunto Subscribed bearing
date the same day and year aforesaid and then and there delivered the
said Note to the said Pauky Shee Raumoolu Naicker by which
said Note they the said Naigum and Annauswamy Modelliar
acknowledged to have Borrowed and Received of the said Pauky
Shee Raumoolu Naicker the Sum of one Thousand two Hundred and
eighty Six Star Pagodas Current Money of Madras which sum the
said Naigum and Annauswamy Modelliar did thereby engage to repay
to the said Pauky Shee Raumoola Naicker on or before the Sixteenth
January with all such interest as should or might become due thereon at
the rate of Twelve per Cent by reason whereof and according to the Laws
and Customs of the Hindoo Natives of India they the said Naigum
and Annauswamy Modelliar then and there became liable to pay to
the said Pauky Shee Raumoolu Naicker the said Sum of Money in the said
Note Contained according to the Tenor and Effect of the said Note
and being so liable they the said Naigum and Annauswamy in Consi-
deration thereof afterwards to wit the same day and year last
aforesaid at Madras aforesaid undertook and then and there faithfully
promised

promised the said Pauky Tree Raumoolu Naicker to pay him the said last Mentioned sum of Money when they the said Naigam and annausawmy Should be thereunto afterwards Requested - And Whereas the said Naigam and Annausawmy Moodelliar were indebted to the said Pauky Tree Raumoolu Naicker in Other Sum of one thousand two hundred and eighty Six Star Pagodas Current Money aforesaid for so much Money by the said Pauky Tree Raumoolu Naicker before that time lent and advanced to the said Naigam and Annausawmy at their Special instance and Request and being so indebted they the said Naigam and annausawmy in Consideration thereof afterwards to wit the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pauky Tree Raumoolu Naicker to pay him the said last mentioned Sum of Money when they the said Naigam and annausawmy should be thereunto afterwards Requested - and Whereas also the said Naigam and Annausawmy afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Pauky Tree Raumoolu Naicker in Other Sum of one thousand two hundred and eighty Six Star Pagodas of Current Money of Madras aforesaid for so much Money by the said Naigam and Annausawmy before that time had and received to and for the use of the said Pauky Tree Raumoolu Naicker and being so indebted they the said Naigam and Annausawmy in Consideration thereof afterwards to wit the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pauky

Tree

Stree Raumoolu Naicker to pay him the said Sum of Money last
mentioned when they the said Naigam and Annausawmy should
be thereunto afterwards requested – And whereas also
the said Naigam and annausawmy afterwards to wit on
the day and year last aforesaid at Madras aforesaid accounted
together with the said Pauby Stree Raumoolu Naicker of and
concerning divers other Sums of Money before that time due &
owing from the said Naigam and annausawmy to the said Pauby
Stree Raumoolu Naicker and then being in arrear and unpaid
and upon that account the said Naigam and Annausawmy was
then and there found in arrear and indebted to the said Pauby
Stree Raumoolu Naicker in another large Sum of Money
to wit in the Sum of one thousand two hundred and eighty
Six Star Pagodas Current Money aforesaid and being
so found in arrear and indebted they the said Naigam and
Annausawmy in Consideration thereof afterwards to wit on the
day and year last aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Pauby Stree Raumoolu to pay him the said
last Mentioned Sum of Money when they the said Naigam and Annausawmy
should be thereunto afterwards requested Yet the said Naigam and
Annausawmy not regarding their said several promises and undertakings
aforesaid made but Contriving and fraudulently intending Craftily and
subtelly to deceive and defraud the said Pauby Stree Raumoolu Naicker
in this particular have not nor hath either of them yet paid the said

Several

Several Sums of Money or any part thereof to the said Pauty Aree Raumoolu
Although to do this, they the said Naigum and Annausawmy afterwards
to wit on the same day and Year last aforesaid and often after to wit
at Madras aforesaid by the said Pauty Aree Raumoolu were requested
but to pay the same to him, they the said Naigum and Annausawmy have
hitherto wholly refused and still do refuse to the said Pauty Aree
Raumoolu Naicker his damage of Two thousand Pagodas and
therefore he brings his Suit and so forth -

And now on this day that is to say on the Fifteenth
day of April in the Year aforesaid, until which day the said Naigum
and Annausawmy had leave to implead to the said Plaint, and then
to answer the same &c as well the said Pauty Aree Raumoolu Naicker
by his said Attorney as the said Naigum and Annausawmy in their
own person do come before the Court here and the said Naigum and
Annausawmy defend the Wrong and injury when &c And say nothing
in bar or preclusion of the said action of the said Pauty Aree Raumoolu Naicker
by which the said Pauty Aree Raumoolu Naicker remains therein undefended
against the said Naigum and Annausawmy - Therefore It is
Considered by the Court here that the said Pauty Aree Raumoolu
Naicker do recover against the said Naigum and Annausawmy
their said debt amounting to the Sum of one thousand Seven Hundred
and Twenty seven Pagodas, Current Money of Madras aforesaid,
and also the Sum of Two Hundred and fifty eight Pagodas,
and forty Fanams - for his damages which he hath sustained

Judgment signed for the Plaintiff the 25th July 1804 -

as

8 Vol

209

315

47

34

13

Supreme Court

Third Term 1804

47

Record of Judgments

Roll 15

as well by occasion of detaining the said Debt as for his Costs and Charges by him about his Suit in this behalf Expended making together the Sum of one Thousand Nine Hundred and eighty five Pagodas and forty fanams by the Court here adjudged to the said Pauly Sheeramoolee Naicker by his assent and that he have Execution thereof, and the said Naigum and Annausawmy in Mercy &c.

mercy

And thereupon the said Pauly Sheeramoolee by Towne Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts, and other Effects which belong to the said Naigum and Annausawmy the Sum of one Thousand Nine Hundred and eighty five Pagodas and forty fanams - and it is granted unto him returnable here on the 25th august next -

Writ of Execution issued the 25th July 1804 -

Third Term 1804

Read before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight first Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and four –

Fort St. George Madras ss. } Latchmy puts in her place Robert Orme her attorney against John De Fries, Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo Executors of the Last Will and Testament of Mannapully Teroomaliah deceased in a Plea of debt.

Fort St. George Madras ss. } The said John De Fries, Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo put in their place Emanuel Samuel their attorney at the Suit of the said Latchmy in the Plea aforesaid –

Fort St. George Madras ss. } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Latchmy by Robert Orme her attorney and brought into the same Court then here her certain Plaint against John De Fries, Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo Executors of the last Will and Testament of Mannapully Teroomaliah deceased in a Plea of debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George Madras

Plaint in Debt filed 7th February 1804 –

Latchmy

Latchmy by Robert Orme her attorney compleing of John De Fries Marapeddy Vencata Sawmy Naidoo and Manapally Rungiah Naidoo Executors of the last Will and Testament of Mannapully Teroomaliah late an Hindoo Inhabitant of Madras deceased (the said John De Fries and the said Marapeddy Vencatasawmy Naidoo and Manapolly Rungiah Naidoo, being respectively Inhabitants of Madras aforesaid and as such Subject to the Jurisdiction of this Hon^ble Court) of a Plea that they render to her the said Latchmy four Thousand Star Pagodas Current Money of Madras which they the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapolly Rungiah Naidoo Executors as aforesaid unjustly detain from her the said Latchmy — For that Whereas the said Mannapolly Teroomaliah in his life time heretofore to wit on the first Judy of Seddaurty Year of the Hindoos being the eleventh day of July in the Year of Christ one thousand seven hundred and Ninety nine at Fort St. George Madras aforesaid by his Certain writing obligatory in the Gentoo Language made and executed according to the Laws and Customs of the Hindoo Natives of India and to the Court now here shewn the date whereof is on the day and Year aforesaid reciting that the Money which the said Latchmy left with the said Mannapully Teroomaliah was the Sum of Two — thousand Star Pagodas he the said Mannapully Teroomaliah did thereby engage to repay on demand to the said Latchmy (by the Name and Discription of Latchmy Daughter of Caupoo Manga) the said Sum of Two thousand Star Pagodas with Interest at the rate of Nine per Cent per annum and the said Latchmy in fact says that there is now due and

owing

Owing to her for Principal and Interest upon the said writing obligatory the said Sum of Four thousand Star Pagodas above demanded Yet Neither the said Mannapully Teroomaliah in his life time nor the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapolly Rungiah Naidoo as his Executors as aforesaid since his decease (although often requested &c) have not nor hath any or either of them paid the said Sum of Four thousand Star Pagodas above demanded or any part thereof to the said Latchumy But he the said Mannapully Teroomaliah in his life time and the said John De Fries Marapeddy Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors as aforesaid since his death have and each of them hath wholly refused to pay the same and they the said John de Fries, Marapeddy Vencatasawmy Naidoo and Mannapully Rungiah Naidoo still refuse to pay the same or any part thereof to the said Latchumy To the Damage of the said Latchumy of Four thousand Star Pagodas and therefore she brings Suit &c

And afterwards to wit in this same second Term in the said Supreme Court of Judicature at Madras till which Term the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo had leave to impart to the said Plaint and then to answer the same came as well the said Latchumy by her said Attorney as the said John De Fries, Marapeddy Vencatasawmy Naidoo and Mannapelly Rungiah Naidoo by Emanuel Samuel their Attorney - and the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo defend the wrong and injury when &c and say that the said Writing obligatory in the said Plaint of the said Latchumy above Mentioned is not

Imparlance

Plea filed 14th April 1804.

The

the dead of the said Mamapoolly Teroomaliah and this they pray may be enquired of by the Court= and for further Plea in this behalf the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapally Rungiah Naidoo say that the said Latchmy ought not to Have or Maintain her aforesaid action against them the said John De Fries Marapeddy Venca=tasawmy Naidoo and Manapully Rungiah Naidoo because they say that they Have fully Administered all and singular the goods Chattels and Credits which were of the said Mamapoolly Teroomaliah deceased at the time of his Death and which Have come to the hands of them the said John de Fries Marapeddy Vencatasawmy Naidoo and Manapally Rungiah Naidoo or any or either of them to be Administered And that they the said John de Fries Marapeddy Vencatasawmy Naidoo and Manapally Rungiah Naidoo Have not nor Have nor hath any or either of them nor had they or any or either of them at the time of the prefering of the said Plaint of the said Latchmy against them nor Have they or any or either of them at any time since had any goods or Chattels which were of the said Mamapoolly Teroomaliah deceased at the time of his death in their or any or either of their Hands to be Administered and this they the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapally Rungiah Naidoo are ready to verify Wherefore they pray Judgment if the said Latchmy ought to Have or Maintain her aforesaid action against them &c

And the said Latchmy as to the said Plea of the said John De Fries, Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo

Replication filed 11th aprile 1804 -

naidoo by them first above pleaded and whereof they have put themselves upon the Court She the said Latchmy doth the like and as to the said Plea of the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo by them lastly above pleaded the said Latchmy says that by reason of any thing in that Plea above Contained she the said Latchmy ought not to be barred from having her aforesaid Action thereof against them because she says that the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapally Rungiah Naidoo at the time of Exhibiting the Plaint of her the said Latchmy in this behalf had in their hands to be administered Goods and Chattels which were of the said Manapelly Teroomaliah Deceased at the time of his death whereby the said Latchmy might have been satisfied her debt and this she prays may be enquired of by the Court &c And the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapally Rungiah Naidoo do the like —

Issue Joined

And Now in this same Term that is to say on the Fourteenth day of April to which day was given as well to the said Latchmy as to the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo to inform the Court of the Premises at which day came the Parties aforesaid by their said Attornies and the said Court having heard the respective Allegations of the Parties and examined the truth thereof and duly and deliberately Considered the Evidence as to the first Issue joined between the said Latchmy and the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo say that the said Writing obligatory in the said Plaint of the said Latchmy above mentioned

is

is the deed of the said Maunapully Teroomaliah & the said Latchmy Lath in her said Plaint in that behalf therein alledged and as to the second Issue joined between the said Latchmy and the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo the said Cours say that the said John De Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo at the time of exhibiting the Plaints of the said Latchmy in this behalf had in their hands to be administered Divers Goods and Chattels which were of the said Maunapully Teroomaliah deceased at the time of his death whereby the said Latchmy might have been satisfied her said debt - Therefore it is Considered that the said Latchmy do recover against the said John De Fries, Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo Executors as aforesaid her said Debt and also Two hundred and fourteen Pagodas Twenty seven fanams for her damages which she hath sustained as well on occasion of the detaining of the said Debt as for her Costs and Charges by her about her Suit in this behalf Expended by the Court now here adjudged to the said Latchmy and with her assent to be levied of the Goods and Chattels which were of the said Maunapully Teroomaliah at the time of his death in the hands of the said John de Fries Marapeddy Vencatasawmy Naidoo and Manapelly Rungiah Naidoo as Executors as aforesaid to be administered, if they have so much thereof in their hands to be administered, and if they have not so much thereof in

atty for Plff

Judgment signed for the Plaintiff 4th August 1804

in their Hands to be administered then the said Two hundred and fourteen Pagodas and Twenty seven Fanams for the Damages aforesaid to be levied of the proper Goods and Chattels of the said John De Fries, Marapeddy Venkatasawmy Naidoo, and Manapelly Rungiah Naidoo And the said John De Fries, Marapeddy Venkatasawmy Naidoo and Manapelly Rungiah Naidoo, in Mercy &c

mercy

And thereupon the said Lakshmy by Robert orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and Make of the Houses, Lands, debts and other Effects which were of the said Mannapally Teroomaliah deceased the sum of Three thousand one hundred and twenty five Pagodas and five fanams - and this granted unto him returnable here on the 17th September instant -

Writ of Execution Issued the 1st Sept.r 1804 -

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, The Honble Sir Henry Gwillim, Knight, and The Honble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } Chenjee Soobaroya Moodeliar puts in his place Charles Walker his attorney against Sadarangapattanam Vencatarayan in a Plea of Trespass on the case -

Fort St. George Madras } The said Sadarangapattanam Vencatarayan puts in his place Townes Dioney his attorney at the Suit of the said Chenjee Soobaroya Moodeliar in the Plea aforesaid -

Fort St. George Madras } Be it remembered that as of the 24th day of August in the Vacation after the third Term in the Year of Christ one thousand eight hundred and three - before the Supreme Court of Judicature at Madras came Chenjee Soobaroya Moodeliar by Charles Walker his attorney and brought into the same Court then there his certain Plaint against Sadarangapattanam Vencatarayan in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit, John Doe and Richard Roe, which said Plaint follows in these words, to wit Madras to wit Chenjee Soobaroya Moodeliar by Charles Walker his attorney Complains of Sadarangapattanam Vencatarayan

Plaint in assumpsit filed 24th August 1803 -

Vencatarayan being Hindoo Inhabitant of Madras and as such liable to the Jurisdiction of this Hon^ble Court For that Whereas the said Vencatarayan heretofore to wit on the fifth day of February in the Year of Christ one thousand eight Hundred and three at Madras aforesaid by his Certain Note in Writing in the Malabar Language according to the Custom of such Hindoo Natives of India the date whereof is the same day and Year aforesaid at Madras aforesaid acknowledged to be indebted to the said Soobaraya in the Sum of Three hundred Star Pagodas Current Money of Madras which Sum he the said Vencatarayan did thereby engage to repay to the said Soobaraya on the Tenth day of April Next ensuing together with all such Interest as should or might become due thereon at the Rate of Nine per Cent per annum by Means whereof and by force of the Customs and Laws of such Hindoo Natives of India he the said Vencatarayan became liable to pay to the said Soobaraya the said Sum of Money in the said Note Specified according to the Tenor and Effect of the said Note and being so liable, he the said Vencatarayan in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Soobaraya then and there faithfully promised to pay him the said last Mentioned Sum of Money with Interest thereon at the Rate aforesaid according to the tenor and Effect of the said Note - And Whereas the said Vencatarayan afterwards to wit on the first day of August in the Year aforesaid at Madras aforesaid was indebted to the said Soobaraya in other Five

Hundred

Hundred Pagodas of like Current Money for so much Money by the said Soobaraya before that time lent and advanced, paid, laid out and Expended to and for the use of the said Vencatarayan at his Special instance and Request and being so indebted he the said Vencatarayan in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid Undertook and faithfully promised the said Soobaraya to pay him the said last Mentioned sum of money when he the said Vencatarayan should be thereto afterwards Requested - And Whereas the said Vencatarayan afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Soobaraya in other Five hundred Pagodas of like Current Money, for Money by the said Vencatarayan before that time Had and received to the Use of the said Soobaraya and being so indebted he the said Vencatarayan in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Soobaraya to pay him the said last Mentioned sum of money when he the said Vencatarayan should be thereto afterwards Requested - And whereas also the said Vencatarayan afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together with the said Soobaraya of and Concerning divers other Sums of Money before that time due and Owing from the said Vencatarayan to the said Soobaraya and then being in arrear and unpaid and upon which account the

the said Vencatarayan was then and there found in arrear and indebted to the said Soobaroya in another large Sum of Money to wit the Sum of Five hundred Pagodas of like Current Money of Madras and being so found in arrear and he the said Vencatarayan in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Soobaroya to pay him the said last Mentioned Sum of Money when he the said Vencatarayan should be thereto afterwards requested - Yet the said Vencatarayan not regarding his said Several promises and undertakings so by him made in this behalf as aforesaid but Contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Soobaroya in this behalf hath not as yet paid the Several Sums of Money or any part thereof, to the said Soobaroya (although so to do, he the said Vencatarayan was often requested by the said Soobaroya afterwards to wit on the same day and Year aforesaid and often afterwards to wit at Madras aforesaid) but he to do this hath hitherto wholly refused and still refuses so to do to the said Soobaroya his damages of Five hundred Pagodas and therefore he brings his Suit &c

imparlance

And afterwards to wit in the fourth Term in the Year 1803 in the said Supreme Court of Judicature at Madras till which Term the said Sadarangapatnam Vencataray Moodelliar had leave to imparl to the said Plaint and then to answer the same Came as well the said Chenjee Soobaray Moodelliar by his said Attorney as the said Sadarangapatnam Vencataray Moodelliar

by

Plea filed 26th Sept.r 1803

by Townes Disney his attorney - And the said Sadarangapatnam Vencataroy Moodelliar Defends the wrong and injury when and so forth - And says that he did not undertake or promise in manner and form as the said Chengee Soobaroy Moodelliar hath above thereof Complained against him, and of this he puts himself upon the Court &c

And afterwards to wit in the Vacation after the

Replication filed 13th July 1804 -

Second Term in the year one thousand eight hundred and four came the Parties aforesaid by their attornies aforesaid and thereupon the said Chengee Soobaroy Moodelliar as to the said Plea of the said Sadarangapatnam Vencataroy Moodelliar by him above Pleaded and whereof he hath put himself upon the Court doth so likewise &c

Issue Joined

And now in this third Term 1804, that is to say on the Twenty third day of July in the year aforesaid, to which day was given as well to the said Chengee Soobaraya Moodelliar as to the said Sadarangapatnam Vencataroy Moodelly to inform the Court of the premises which day came the parties aforesaid by their respective

Mr. Townes Disney Defendts atty -

Attornies aforesaid, whereupon all and singular the premises being seen and by the Court here fully understood It appears to the said Court that the said Sadarangapatnam Vencataroy Moodelly did not undertake or promise in manner and form as the said Chingee Soobaroya Moodelliar hath above thereof complained against him - Therefore it is Considered by the said Court here that the said Chingee Soobaroya Moodelliar take nothing by his said Plaint but that he and his pledges to

Judgment signed for the Defendants for Costs the 6th August 1804

prosecute be in Mercy &c And that the said Chingee

Soobaraya

Soobaroya Moodelliar do go thereof without day - And it is further Considered by the Court here that the said Sadarangapatnam Vencataroy Moodelly do recover against the said Chinjee Soobaroya Moodelliar the sum of one hundred and twenty seven Pagodas and three Fanams for his Costs and Charges laid out by him about his defence in this behalf by the Court here adjudged to the said Sadarangapatnam Vencataroy Moodelly and with his assent, and that the said Sadarangapatnam Vencataroy Moodelly have Execution thereof &c.

And thereupon the said Sadarangapatnam Vencataroyan by Townes Disny his attorney prays a writ of our Lord the King to be directed to the Sheriff of madraspatnam Commanding him that he cause to be taken the body of the said Chinjee Soobaroya Moodelliar in satisfaction of his Costs & Charges by him laid out about his defence in this behalf so adjudged to him as aforesaid - and it is granted unto him returnable here on the 13th Day of August instant -

Commitment against the Plaintiff for Costs issued the 6th august 1804 -

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, The Honble Sir Henry Gwillim Knight & The Honble Sir Benjamin Sullivan Knight Puisne Justices of His majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras — } Mauneka Chitty and Kishnama Chitty put in their place Charles Walters and James Sutherland their attorneys against Pareyatombee in a Plea of Trespass on the Case -

Fort St George Madras - - } She said Pareyatombee puts in his place Townes Disney his attorney at the suit of the said Mauneka Chitty and Kishnama Chitty in the Plea aforesaid -

Fort St George Madras — } Be it remembered that of the fourth day of June in the Vacation after the Second Term in the Year one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Mauneka Chitty and Kishnama Chitty by Charles Walters and James Sutherland their attorneys and brought into the said Court then there their certain Plaint against Pareyatombee in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St George Madras Mauneka Chitty and Kishnama Chitty by Charles Walters and James Sutherland their attorneys Complain of Pareyatombee being an Hindoo Inhabitant of Madras

Plaint in assumpsit filed 5th June 1804

Madras and as such a Person liable to the Jurisdiction of this Honble Court - For that Whereas the said Pareyatombee heretofore, to wit, on the thirteenth day of July in the Year one thousand eight hundred and three at Madras aforesaid by his Certain Note in writing in the Malabar Language made according to the Customs of such Hindoo Natives of India the date whereof is the same day and Year aforesaid acknowledged to have borrowed and received of the said Mannekka Chitty and Kistnama Chitty the Sum of Two hundred and four Star Pagodas Current Money of Madras which said Sum of Two hundred and four Star Pagodas the said Pareya= =tombee did thereby engage to repay to the said Mannekka Chitty and Kistnama Chitty on or about the thirteenth day of March one thousand eight hundred and four with interest at the rate of twelve per Cent per annum by Means whereof and by force of the laws and Customs of such Hindoo Natives of India the said Pareyatombee then and there became liable to pay to the said Mannekka Chitty and Kistnama Chitty the said Sum of Money in the said Note Specified with interest as aforesaid according to the tenor and Effect of the said Note and being so liable he the said Pareyatombee in Consideration thereof afterwards, to wit, on the same day and Year aforesaid at Madras aforesaid undertook and to the said Mannekka Chitty and Kistnama Chitty then and there faithfully promised

No 59

promised to pay to them the said Sum of Money in the said Note
Specified with interest as aforesaid according to the Tenor and Effect
of the said Note - And Whereas also the said Pareyatombee
afterwards to wit on the first day of August in the Year one
thousand eight Hundred and three at Madras aforesaid by his
other Note in Writing in the Malabar Language made
according to the Custom of such Hindoo Natives of India
the Date Whereof is the same day and Year last aforesaid
acknowledged to have borrowed and received of the said
Manneka Chitty and Kistnama Chitty the Sum of one Hundred
and fifty Star Pagodas Current Money of Madras aforesaid
which said Sum of one Hundred and fifty Star Pagodas
the said Pareyatombee did thereby engage to repay to the
said Manneka Chitty and Kistnama Chitty on or before the
fifteenth day of April in the Year one thousand eight Hundred
and four with interest at the rate of twelve per Cent per annum
by means whereof and by force of the Laws and Customs of
such Hindoo Natives of India the said Pareyatombee then
and there became liable to pay to the said Manneka Chitty
and Kistnama Chitty the said Sum of Money in the said last mentioned
Note Specified with interest as aforesaid according to the
Tenor and effect of the said last Mentioned Note, - and
being so liable he the said Pareyatombee in Consideration
thereof

thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Mannekka Chitty and Kistnama Chitty then and there faithfully promised to pay them the said Sum of Money in the said last mentioned note Specified with interest as aforesaid according to the tenor and effect thereof - And whereas the said Pareyatombee afterwards to wit, on the First day of May in the Year of Christ one thousand eight hundred and four was indebted to them the said Mannekka Chitty and Kistnama Chitty in Other Sum of one hundred Star Pagodas Current Money of Madras aforesaid for divers Goods Wares and Merchandizes by them the said Mannekka Chitty and Kistnama Chitty before that time sold and delivered to the said Pareyatombee at his special instance and Request, and being so indebted he the said Pareyatombee in Consideration thereof afterwards to wit, on the same day and year last aforesaid at Madras aforesaid undertook and to them the said Mannekka Chitty and Kistnama Chitty then and there faithfully promised to pay them the said last Mentioned Sum of Money when he the said Pareyatombee should be thereto afterwards Requested - And whereas also afterwards to wit on the same day and Year last aforesaid at Madras aforesaid in Consideration that they the said Mannekka Chitty and Kistnama Chitty had before that time sold and delivered to the said Pareyatombee divers other Goods Wares and Merchandizes he the said Pareyatombee undertook and to them

the

the said Mannelka Chitty and Kistnama Chitty then and there faithfully promised to pay them so much Money as the last Mentioned Goods Wares and Merchandizes at the time of the Sale and delivery thereof to him the said Pareyatombee as aforesaid were reasonably worth whenever afterwards he the said Pareyatombee should be thereto requested, and the said Mannelka Chitty and Kistnama Chitty owe that the Goods Wares and Merchandizes last Mentioned at the time of the Sale and delivery thereof to him the said Pareyatombee as aforesaid were reasonably worth other one Hundred Star Pagodas Current Money of Madras aforesaid to wit at Madras aforesaid whereof the said Pareyatombee afterwards to wit on the same day and year last aforesaid there had Notice - And Whereas the said Pareyatombee afterwards, to wit, on the same day and year last aforesaid at Madras aforesaid was indebted to the said Mannelka Chitty and Kistnama Chitty in other Sum of Six Hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Mannelka Chitty and Kistnama Chitty before that time lent and advanced to the said Pareyatombee at his Special Instance and Request and being so indebted he the said Pareyatombee in Consideration thereof afterwards to wit on the same

day

day and year last aforesaid at Madras aforesaid undertook and to them the said Maunaka Chitty and Kistnama Chitty then and there faithfully promised to pay them the said last mentioned Sum of Money when he the said Pareyatombee should be thereto afterwards requested - And Whereas also the said Pareyatombee afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to them the said Maunaka Chitty and Kistnama Chitty in other Sum of Six hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Pareyatombee before that time had and received to the use of them the said Maunaka Chitty and Kistnama Chitty and being so indebted he the said Pareyatombee in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertake and to them the said Maunaka Chitty and Kistnama Chitty then and there faithfully promised to pay them the said last mentioned Sum of Money when he the said Pareyatombee should be thereto afterwards requested - And Whereas the said Pareyatombee afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Maunaka Chitty and Kistnama Chitty of and concerning divers other Sums of Money before that time due and owing and then being in arrear and unpaid to them the said Maunaka Chitty and Kistnama Chitty and upon which said account he the said Pareyatombee was then

and

and there found in arrear and indebted to the said Mannecka Chitty and Kistnama Chitty in another large Sum of Money to wit in Three Six hundred Star Pagodas Current Money of Madras aforesaid - and being so indebted he the said Pareyatombee in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Mannecka Chitty and Kistnama Chitty then and there faithfully promised to pay them the said last Mentioned Sum of Money when he the said Pareyatombee should be thereto afterwards requested Yet the said Pareyatombee not regarding the said Several promises and undertakings so by him made as aforesaid but Contriving and fraudulently intending Craftily and subtilly to deceive and defraud the said Mannecka Chitty and Kistnama Chitty in this behalf hath not paid the said Several Sums of Money or any or either of them or any part thereof (although often requested so to do) but to pay the same or any or either of them or any part thereof to the said Mannecka Chitty and Kistnama Chitty he the said Pareyatombee hath wholly refused and still doth refuse so to do, to the damage of the said Mannecka Chitty and Kistnama Chitty of Six hundred Star Pagodas and therefore they bring Suit &c-

And afterwards to wit in the Third Term of the present Year one Thousand eight hundred and four in the said Supreme Court

Third Term 1804

Court of Judicature at Madras till which Term the said Pareyatombee had leave to imparl to the said Plaint and then to answer the same came as well the said Mannekа Chitty & Kistnama Chitty by their said Attorney as the said Pareyatombee by Townes Disney his Attorney -

Plea of Confession filed 20th July 1804 -

And the said Pareyatombee defends the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Mannekа Chitty and Kistnama Chitty by which the said Mannekа Chitty and Kistnama Chitty remain therein undefended against the said Pareyatombee, Nor but they the said Mannekа Chitty and Kistnama Chitty hath sustained damages to the amount of Four hundred and thirty one Star Pagodas Two fanams and Twenty Cash, and also the Sum of fifty three Pagodas and thirty six fanams for their Costs and Charges by them about their Suit in this behalf Expended -

And thereupon the said Mannekа Chitty and Kistnama Chitty pray Judgement and their Damages so acknowledged together with their Costs and Charges by them about their suit in this behalf Expended to be adjudged to them &c

Watter & Sutherland attys for Plaintiff

Therefore it is Considered that the said Mannekа Chitty and Kistnama Chitty do recover against the said Pareyatombee their Damage aforesaid to Four hundred and thirty one Star Pagodas Two fanams and Twenty Cash in form aforesaid acknowledged and also the sum of Fifty three Star Pagodas and thirty six fanams for their said Costs and Charges by the Court here adjudged to the said Mannekа Chitty and Kistnama Chitty and with their

Judgment signed for Plaintiff 7th August 1804 -

their afsent which said Damages Costs and Charges in the Whole amount to Four hundred and Eighty four Pagodas thirty eights fanams and twenty Cash and the said Pareyatombee &c

And Thereupon the said Mannekа Chitty and Kistnama Chitty by Charles Walters and James Sutherland their attornies pray a Writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and Make of the Houses Lands. Debts. & other Effects which belong to the said Pareyatombee the Sum of four hundred and eighty four Pagodas thirty eights fanams and twenty Cash — and it is granted unto him Returnable here on the 7th day of September next —

Writ of Execution issued the 7th august 1804

Third Term 1804

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, - the Honble Sir Henry Gwillim Knight, & the Honble Sir Benjamin Sulivan Knight Puisne Justices of his Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } Cauttamvore Yellah Pillay puts in his place Charles Walters his attorney against Cotah Paupoo Naicker in a Plea of Trespass on the Case -

Fort St. George Madras } The said Cotah Paupoo Naicker puts in his place Townes Disney his attorney at the suit of the said Cauttamvore Yellah Pillay in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Vacation after the Fourth Term in the Year of Christ one thousand eight hundred and two Before the Supreme Court of Judicature at Madras Came Cauttamvore Yellah Pillay by Charles Walters his attorney and brought into the said Court then there his Certain Plaint against Cotah Paupoo Naick in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words -

Plaint in assumpsit filed 31st Decr 1802 -

Fort St. George Madras Cauttamvore Yellah Pillay by Charles Walters his attorney Complains of Cotah Paupoo Naicker being an Hindoo Inhabitant of Madras and as such liable

to

1482

Lectaeon Kal
Wm Garrard

9 Vol

Supreme Court

Third Term 1804

Record of Judgments -

Roll 16

to the Jurisdiction of this Honble Court For That whereas the said Paupoo Naicker heretofore to wit on the eleventh day of November in the year of Christ one thousand eight hundred and one at Madras aforesaid Made his Certain Note in writing Laveng his own proper hand Hereto subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Yellah Pillah by which said Note he the said Paupoo Naicker acknowledged to have borrowed and Received the Sum of Five hundred and Sixty Star Pagodas Current Money of Madras which sum together with Interest at the rate of twelve per Cent per annum the said Paupoo Naicker did thereby engage to repay to the said Yellah Pillay, in Manner following that is to say at two hundred Star Pagodas per Year from the date of the said Note and that in Case of the failure of the payment of any one of the said Installments the said Yellah Pillah should thereupon become entitled to receive the aforesaid Principal Sum and Interest - And the said Yellah Pillay in fact further saith that after making the said Note to wit on the eleventh day of November in the Year of Christ one thousand eight hundred and two, one year from the date of the said Note being then elapsed two hundred Star Pagodas part of the said Sum of Five hundred

hundred and Sixty Star Pagodas in the said Note Specified as and for the first of the said yearly instalments in the said Note Specified became and was due from the said Pauloo Naicker to the said Yellah Pillah but the said Pauloo Naicker did not then and there nor at any time before or afterwards pay the said Sum of two hundred Star Pagodas or any part thereof to the said Yellah Pillay whereby and according to the tenor and Effect of the said Note and by Force of the Laws and Customs of the Hindoo Natives of India the said Pauloo Naicker then and there became liable to pay to the said Yellah Pillah the whole of the said Sum of Five hundred and Sixty Star Pagodas in the said Note Contained with Interest thereon at the rate of twelve per Cent aforesaid and being so liable he the said Pauloo Naicker in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Yellah Pillay then and there faithfully promised to pay to him the said last mentioned Sum of Money with Interest thereon at the rate aforesaid whenever he the said Pauloo Naicker should be thereunto afterwards Requested - And Whereas the said Pauloo Naicker afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Yellah Pillay in other the Sum of one thousand Star Pagodas Current Money of Madras aforesaid for Money by the said Yellah Pillay before that time laid out Expended and paid for the said Pauloo Naicker and at his Special instance and Request and being so indebted he the said Pauloo Naicker

in

in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and faithfully promised the said Yellah Pillah to pay him the said last Mentioned Sum of Money when he the said Paupoo Naicker should be thereto afterwards Requested - And whereas the said Paupoo Naicker afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Yellah Pillay in other one thousand Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Yellah Pillay before that time lent and advanced to the said Paupoo Naicker and at his Special instance and Request and being so indebted he the said Paupoo Naicker in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and faithfully promised the said Yellah Pillah to pay him the said last Mentioned Sum of Money when he the said Paupoo Naicker should be thereto afterwards Requested - And whereas the said Paupoo Naicker afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Yellah Pillay in other one thousand Star Pagodas Current Money of Madras aforesaid for Money by the said Paupoo Necker before that time had and received to the use of the said Yellah Pillay and being so indebted he the said Paupoo Naicker in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and faithfully promised the said Yellah Pillah to pay him the said last Mentioned Sum of Money when he the said Paupoo

Naicker

Naicker should be thereto afterwards Requested - And whereas
also the said Paupoo Naicker afterwards to wit on the same day
and year last aforesaid at Madras aforesaid accounted together with
the said Yellah Pillay of and Concerning divers other Sums of
Money before that time due and owing from the said Paupoo Naicker
to the said Yellah Pillay and then being in arrear and unpaid and
upon which accounts the said Paupoo Naicker was then and there found
in arrear and indebted to the said Yellah Pillay in another large
Sum of Money to wit the Sum of other one thousand Star Pagodas of like
Current Money of Madras aforesaid and being so found in arrear and
indebted he the said Paupoo Naicker in Consideration thereof afterwards
to wit on the same day and year last aforesaid at Madras aforesaid
undertook then and there faithfully promised the said Yellah Pillah
to pay him the said last Mentioned Sum of Money when he the said
Paupoo Naicker should be thereto afterwards Requested Yet the said
Paupoo Naicker not Regarding his said several promises and
undertakings so by him made in his behalf as aforesaid but contriving
and fraudulently intending Craftily and Subtilly to deceive and defraud
the said Yellah Pillay in this behalf hath not as yet paid the said
several Sums of Money or any part thereof to the said Yellah Pillay
Altho so to do he the said Paupoo Naicker was often requested
by the said Yellah Pillah (afterwards to wit on the same day
and year aforesaid and often afterwards to wit at Madras aforesaid
but he to do this hath hitherto wholly refused and still refuses
so to do - To the said Yellah Pillay his Damage of one thousand

Star

Star Pagodas and thereupon he brings Suit &c

And afterwards to wit in the Vacation after the said Term in the Year one Thousand eight hundred and four, that is to say on the Sixteenth day of July until which day the said Cotah Paupoo Naicker had leave to impark to the said Plaint and then to answer the same came as well the said Cauttauvore Yellah Pillay by his attorney as the said Cotah Paupoo Naicker by Townes Disney his attorney and the said Cotah Paupoo Naicker defends the wrong and injury when &c and says that he did not undertake or promise in Manner and form as the said Cauttauvore Yellah Pillay hath above thereof Complained against him, and of this he puts himself upon the Court &c

Plea, the General Issue filed 16th July 1804 –

And afterwards to wit in the third Term of the same Year came the parties aforesaid by their attornies aforesaid and thereupon, the said Cauttauvore Yellah Pillay as to the said Plea of the said Cotah Paupoo Naicker by him above pleaded, and whereof he hath put himself upon the Court doth so likewise &c

Replication filed 19th July 1804

Issue Joined

And now in this Third Term in the year one Thousand eight hundred and Four that is to say on the twenty fourth day of July to which day was given as well to the said Cauttauvore Yellah Pillah as to the said Cotah Paupoo Naicker to inform the said Court of the premises came the said parties by their respective attornies and the Justices having heard the Allegations of the respective parties and examined the truth thereof and duly considered the Evidence produced on both sides say that the said Cotah Paupoo Naicker did undertake and promise in Manner and form as the said Cauttauvore Yellah Pillah hath above thereof Complained against him and

Messrs Walker & Sutherland attys for Plaintiff.

Judgment signed for the Plaintiff 8th August 1804 -

and do adjudge that the said Cauttawore Yellah Pillah do recover against the said Cotah Paupoo Naicker the Sum of Seven hundred and forty three Pagodas Current Money of Madras for his damage occasioned by the Nonperformance of the promises and Undertakings in the said declaration Mentioned and also the sum of one hundred and fifty three Pagodas and one Fanam for the Costs and Charges of him the said Cauttawore Yellah Pillah which he hath been put to about his Suit in this behalf which Costs and damages amount in the whole to Eight hundred and Ninety six Pagodas and one Fanam and that the said Cauttawore Yellah Pillah have his Execution thereof &c

And hereupon the said Cauttawore Yellah Pillah by Charles Walters and James Sutherland his attornies prays a writ of our Lord the King to be directed to the Sheriff of Madras=patnam Commanding him that he Cause to be taken the body of the said Cotah Paupoo Naick in Satisfaction of his damages and it is granted unto him returnable here on the twentieth Day of August instant -

Capias ad Satisfaciendum issued the 8th augt 1804 -

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, The Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } John Tulloh, William Douglas Brodie and George Halyburton put in their place Charles Walters and James Sutherland their attornies against Teagapah Naick, Chengal Naick, Vencatapaudy Naick & Veerasawmy Naick Brothers and the personal Representatives of Angarapah Naick deceased in a Plea of Trespass on the Case -

Fort St. George Madras } The said Teagapah Naick, Chengal Naick, Vencatapaudy Naick and Veerasawmy Naick Brothers and the personal representatives of Angarapah Naick deceased put in their place Townes Disney their attorney at the Suit of the said John Tulloh William Douglas Brodie and George Halyburton in the Plea aforesaid.

Fort St. George Madras } Be it remembered that on the Second day of May in the Vacation after the Second Term in the Year one thousand eight hundred and four Before the Supreme Court of Judicature at Madras came John Tulloh, William Douglas Brodie and George Halyburton by Charles Walters and James Sutherland their attornies and brought into the said Court then there his certain Plaint against Teagapah Naick, Chengal Naick, Vencatapaudy Naick and Veerasawmy Naick Brothers and the personal representative of Angarapah Naick deceased in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe

Plaint in Assumpsit filed 2d May 1804

&

and Richard Roe which said Plaint follows in these words -
Fort Saint George to wit John Tullok, William Douglas Brodie and
George Halyburton by Charles Walters and James Sutherland
their Attorney Complain of Teagapah Naick Chengal Naick
Vencatapaudy Naick Veerasawmy Naick the Brothers and personal
Representatives of Angarapah Naick Deceased according to the
laws and Customs of the Hindoo Natives of India and saying
as such personal Representatives administered and taken
possession of the Estate and Effects of the said Angarapah Naick
at the time of his death and being Inhabitants of Madras and as
such persons liable to the Jurisdiction of this Honble Court For
that Whereas the said Angarapah Naick in his life time to wit
on the Twenty eighth day of September in the Year of Christ one Thousand
eight hundred and three at Madras aforesaid made and signed his
Certain Note in writing Commonly called a promissory Note the
Date whereof is the same day and year aforesaid and thereby ab
Five Months after the Date thereof the said Angarapah Naick
promised to pay to the said John William Douglas and George
by the Partnership Name of Messrs Tullok, Brodie and Halyburton
or Order the Sum of Six hundred and Fifty Star Pagodas for
Value Received and then and there delivered the said Note to them
the said John William Douglas and George, whereby and by reason
whereof and by force of the Statute in such Case made and
provided the said Angarapah Naick became liable to pay
to them the said John, William Douglas, and George the said
Sum of Money in the said Note Specified according to the Tenor
and effect thereof. and being so liable he the said Angarapah

Naick in Consideration thereof afterwards to wit on the same
day and Year aforesaid at Madras aforesaid undertook and
to them the said John, William Douglas and George then and
there faithfully promised to pay them the said sum of Money
in the said Note Specified according to the tenor and Effect
thereof - and Whereas the said Angarapah Naick afterwards
in his life time to wit on the same day and year aforesaid
at Madras aforesaid was indebted to them the said John
William Douglas and George in other Sum of one Thousand
Pagodas Current Money of Madras for divers Goods
Wares and Merchandizes by them the said John William
Douglas and George before that time sold and delivered
to the said Angarapah Naick at his special instance
and Request, and being so indebted he the said Angarapah
Naick in Consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid undertook
and to them the said John William Douglas and George
then and there faithfully promised to pay them the said each
mentioned sum of Money when he the said Angarapah Naick
should be thereto afterwards requested And Whereas
also afterwards in the life time of the said Angarapah
Naick to wit on the same day and year aforesaid at
Madras aforesaid in Consideration that they the said
John William Douglas and George had before that
time sold and delivered to the said Angarapah Naick
divers other Goods Wares and Merchandizes he the said
Angarapah

Ingarapah Naick undertook and then and there faithfully promised
them the said John William Douglas and George to pay them so
much money as the last Mentioned Goods wares and Merchandizes
at the time of the sale and delivery thereof to him the said
Ingarapah Naick as aforesaid were reasonably worth
Whenever afterwards he the said Ingarapah Naick should
be thereto requested - and the said John William Douglas
and George ever that the Goods wares and Merchandizes
last Mentioned at the time of the Sale and delivery thereof
to him the said Ingarapah Naick as aforesaid were
reasonably worth other one Thousand Pagodas Current Money
aforesaid to wit at Madras aforesaid whereof the said Ingarapah
Naick afterwards to wit on the same day and year aforesaid
there had Notice - And Whereas the said Ingarapah
Naick afterwards to wit on the same day and year aforesaid
at Madras aforesaid was indebted to them the said John
William Douglas and George in other sum of one thousand
Pagodas Current Money aforesaid for so much Money
by them the said John William Douglas and George
before that time paid laid out and Expended to and for
the use of the said Ingarapah Naick in his life time
and at his special Instance and request and being so
indebted he the said Ingarapah Naick in Consideration
thereof afterwards to wit on the same day and year aforesaid
at Madras aforesaid Undertook and then and there faithfully
promised the said John William Douglas and George to pay

them the said last mentioned Sum of Money when he the said Angarapah Naick should be thereto afterwards requested - And Whereas the said Angarapah Naick afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted together with the said John William Douglas and George of and Concerning Divers other Sums of Money before that time due and owing from the said Angarapah Naick to the said John William Douglas and George and then being in arrear and unpaid and upon that account he the said Angarapah Naick was then and there found in arrear and indebted to the said John William Douglas and George in the further Sum of one thousand Pagodas of like Current Money of Madras and being so found in arrear and indebted he the said Angarapah Naick in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John William Douglas and George to pay them the said last mentioned Sum of Money when he the said Angarapah Naick should be thereto afterwards requested Yet the said Angarapah Naick in his life time and the said Tiagapah Naick Chengal Naick Cencatapandy Naick and Veerasawmy Naick the Personal Representatives as aforesaid since his decease not regarding the said several promises undertakings so by the said Angarapah Naick in his life time made as aforesaid but Contriving and fraudulently

fraudulently intending Craftily and Subtilly to deceive and Defraud the said John William Douglas and George in this particular Case Not nor hath any or either of them paid the said Several Sums of Money or any of them or any part thereof to the said John William Douglas and George or to any or either of them although often Respectively Requested so to do, but to do this Case hitherto wholly refused and the said Teagapah Naick Chengal Naick Vencatapuddy Naick Veerasawmy Naick as such personal Representatives still do refuse to the Damage of the said John William Douglas and George of one Thousand Pagodas and therefore he brings his suit -

imparlance

And afterwards, that is to say, in the Vacation after the said second Term in the said year one thousand eight Hundred and four, to wit on the Nineteenth day of May, until which day the said Teagapah Naick, Chengal Naick, Vencatapaudy Naick and Veerasawmy Naick had Leave to imparl to the said Plaintiffs and then to answer the same, came as well the said John Tulloh, William Douglas Brodie and George Halyburton by their attorney as the said Teagapah Naick, Chengal Naick, Vencatapaudy Naick & Veerasawmy Naick by Towney Disney their attorney - And the said Teagapah Naick, Chengal Naick, Vencatapaudy Naick and Veera-

Plea filed 19th May 1804

sawmy Naick defend the wrong and injury when &c. and say, that the said Angarapah Naick in his life time did not undertake and promise in Manner and form as the said John Tulloh, William Douglas Brodie and George Halyburton have above thereof Complained against them, and of this they put themselves upon the Country &c.

and

And afterwards that is to say in the Vacation after the said Second Term in the said Year one thousand eight hundred and four to wit on the eleventh day of July on which day came the parties aforesaid by their attornies aforesaid - And thereupon the said John Tulloh, William Douglas Brodie and George Halyburton as to the said Plea of the said Teagapah Naick, Chingal Naick, Vencata paudy Naick and Veerasawmy Naick by them above pleaded and whereof they have put themselves upon the Court do so likewise --

Replication filed 11th July 1804

And Now in this Third Term in the Year one thousand eight hundred and four to wit on the Nineteenth day of July until which day was given as well to the said John Tulloh, William Douglas Brodie and George Halyburton as to the said Teagapah Naick Chengal Naick Vencatapady Naick and Veerasawmy Naick to inform the Court of the premises aforesaid come the said parties by their said Attornies and the said Justices having heard the Allegations of the respective parties and Examined the truth thereof and duly Considered the Evidence produced on both sides say that the said Angarapah Naick did in his life time undertake and promise in manner and form as the said John Tulloh, William Douglas Brodie and George Halyburton have above thereof Complained against them the said Teagapah Naick, Chengal Naick, Vencatapady Naick and Veerasawmy Naick and they do thereupon adjudge that the said John Tulloh, William Douglas Brodie and George Halyburton do recover against the said Teagapah Naick, Chengal Naick, Vencatapady Naick and Veerasawmy Naick the brothers and personal representatives of the said

Judgment signed for the Plaintiffs 13th August 1804 -

Angarapah

Ingarapah Naick deceased as aforesaid the Sum of Six Hundred and Seventy three Star Pagodas for their Damages occasioned by the non performance of the said premises and Undertakings and also the sum of one Hundred and Nine Star Pagodas and thirty three Fanams for the Costs and Charges of them the said John Tullok, William Douglas Brodie and George Halyburton which they have been put to about their Suit in this behalf, which said Damages, Costs and Charges amount in the whole to the Sum of Seven Hundred and eighty two Star Pagodas and thirty three Fanams to be Levied of the Goods and Chattels which were of the said Ingarapah Naick at the time of his death in the Hands of the said Teagapah Naick, Chengal Naick, Vencatapady Naick and Veerasawmy Naick the Brothers and Personal Representatives of the said Ingarapah Naick deceased as aforesaid or of either of them to be Administered if they or either of them have so much in their Hands to be Administered, and if they have not so much in their or either of their Hands to be Administered then the said Sum of one Hundred and Nine Star Pagodas and Thirty three Fanams so award as aforesaid for the Costs and Charges of the said John Tullok, William Douglas Brodie and George Halyburton to be Levied of the Proper Goods and Chattels of the said Teagapah Naick, Chengal Naick, Vencatapady Naick and Veerasawmy Naick and the said Teagapah Naick, Chengal Naick, Vencatapady Naick and Veerasawmy Naick in Mercy &c -

Mercy

And

And thereupon the said John Tulloh, William Douglas Brodie and George Halyburton by Charles Walker & James Sutherland their attornies pray a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy & make of the Houses, Lands, Debts & other Effects which were of the said Angarapah Naick at the time of his death in the hands of the said Teagapah Naick, Chengal Naick, Vencatapady Naick and Veerasawmy his representatives - and it is granted unto them returnable here on the 13th September next -

Writ of Execution issued the 13th August 1804 -

Third Term 1804

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sulivan Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss - } William James Miller, John Tod and William Robert Stewart put in their place Robert Orme their attorney against Thomas Chase and William Hesse Gordon in a Plea of Trespass on the Case -

Fort St. George Madras ss - } The said Thomas Chase and William Hesse Gordon put in their place Emanuel Samuel their attorney at the Suit of the said William James Miller, John Tod and William Robert Stuart in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that in the Third Term in the Year of our Lord one thousand eight hundred and three before the Supreme Court of Judicature at Madras came William James Miller, John Tod, and William Robert Stewart by Robert Orme their attorney and brought into the same Court then here their certain Plaint against Thomas Chase and William Hesse Gordon in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe & Richard Roe which said Plaint follows in these words - to wit Fort Saint George Madras ss. William James Miller, John Tod and William Robert Stewart by Robert

Plaint in assumpsit filed 19th July 1804

Orne Their attorney Complain of Thomas Chase and William Heyke
Gordon being British Subjects and as such respectively Subject
to the Jurisdiction of this Hon^ble Court - For that whereas
Certain Persons Carrying on the Trade of Merchandize under the
Copartnership Name and Firm of Mess^rs Colt, Baker, Day and Company
for and on account of the said William James, John and William
Robert heretofore to wit on the twenty Seventh day of December
in the year one thousand Seven Hundred and Ninety eight at
Madras aforesaid as agents and for and on account of the said William
James, John and William Robert according to the usage and Custom
of Merchants Caused to be made a Certain writing or Policy of
assurance purporting thereby and Containing therein (amongst other
things) that they the said Mess^rs Colt Baker Day and Company
for and on account of the said William James, John and William
Robert by and in the Name of M^r William James Miller or
whomever were Concerned as well in their own Name as for
and in the Name and Names of all and every Person or Persons
to whom the same did might or should appertain in part
or in all did make assurance and Cause themselves and
them and every of them to be insured lost or not lost at and
from Batavia to Japan and at and from Japan to Batavia
upon the Body Tackle apparel Ordnance Munition artillery
Boat and other Furniture also the Goods and Merchandizes
of and in the Good Ship or Vessel called the Elija Hurtheu
Tons or thereabouts whereof was Master under God
for the present Voyage Captain Stewart or whosoever else

should

should go for a Master in the said Ship or by whatsoever other Name or Names the said Ship or the Master thereof was or should be named or called Beginning the adventure upon the said Bottom Goods and Merchandizes whatsoever from and immediately following the loading thereof on board the said Ship and so to Continue and endure until the said Ship with all her Tackle apparel Ordnance Munition Artillery Boat and other Furniture also her Goods and Merchandizes should be arrived at Batavia and the same be Safely delivered from on Board of her, And it was thereby declared to be Lawful for the said Ship in this Voyage to proceed and Sail to and touch and Stay at any Ports and Places whatsoever for necessary Refreshments or Repairs without Prejudice to this Insurance The said Ship and the Goods and Merchandizes laden thereon for so much as Concerned the Assured were and Should be rated and Valued by agreement at Eleven Thousand (11000) Star Pagodas touching the Adventures and Perils which they the Assurers were Contented to bear and did take upon them in this Voyage, they were of the Seas Men of war Fire Enemies Pirates Rovers Thieves Jettizons Letters of Mart and Counter Mart Surprizals Takings at Sea Arrests Restraints and Detainments of all Kings Princes and People of what Nation Condition or Quality soever Barretry of the Master and Mariners and of all other Perils Losses and Misfortunes that had or Should come to the Hurt, Detriment or Damage of the said Ship and her Cargo or any part thereof. And that in Case of any Loss or Misfortune it should be Lawful for the Assured their Factors Servants and Assigns to use labor and travel for

in and about the Defence safeguard and Recovery of the said Ship and her Cargo or any part thereof without prejudice to that Insurance to the Charges whereof they the assurers would Contribute, and it was agreed by them the assurers that, that writing or Policy of assurance should be of as much force and Effect as the surest writing or Policy of assurance made in London and so they the assurers were Contented and did thereby promise and bind themselves their Heirs Executors Goods and Chattels to the assured their Executors Administrators and assigns for the true performance of the Premises confessing themselves paid the Consideration due unto them for that assurance at and after the rate of Five (5) per cent and they the assurers did thereby Covenant promise and agree and oblige themselves their Heirs Executors Goods and Chattels in case of loss happening to satisfy and pay the Sum of Money by them so assured upon the abatements of two per Cent and no more- Provided always that they should pay the sum of Money so assured at the Expiration of six Months after proper Notice thereof being given to them the assurers otherwise no abatement whatsoever to be made but to pay the full Sum any Use or Custom on the Contrary Notwithstanding And it was thereby further agreed that if any difference or dispute should arise between the assured and them the assurers it should be referred to arbitration, and the assured on the one Part should name one or two proper

Persons

Persons for arbitrators and they the assured on the other part should do the like either Party having the option to prefer the greater Number to which the other Party Must Conform tho' such two or four Persons so chosen not agreeing on an award should call in a third or fifth Person as Umpire by the Judgment award and Determination of which two or four Persons or three or five Persons or the Major part of them the said assured and they the assurers should be finally bound — And by a Memorandum under the said Policy fourteen days only were allowed to land the Property after the Ships arrival And an Exception was thereby declared against any Hostilities that might be Committed by any European or American Power and against any risk or detention of the Government of Manilla or Siam or Pegue which risks were to be borne by the assured and not by the assurers — An Exception was also declared against the risk of the Coast of Coromandel between the fifteenth October and the fifteenth December both days inclusive, which Exception was declared to include the whole Coast between Ganjam and Cape Comorin any thing therein before Contained to the Contrary Notwithstanding, and Vessel and Freight were thereby declared free from average under Ten per Cent, Unless General or the Vessel be Stranded, Ships Provisions of all Kinds were warranted free from average unless General or the Ship was Stranded, Salt, Sugar, Dagry Rice

Wheat and Seed were warranted free from Average under ten per Cent, and all other Goods free of Average under five per Cent Unless General or the Ship was stranded — And it was under the said Policy declared that the Insurance was upon Cargo as Interest might appear, and Excepted to the Capture Seizure or detention of any State or Nation whatsoever as by the said Writing or Policy of assurance more fully appears of which said Writing or Policy of assurance the said Thomas and William Hesse afterwards to wit on the said Twenty seventh day of December in the said Year one thousand Seven hundred and Ninety eight at Madras aforesaid had notice and thereupon afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said William James John and William Robert had paid to the said Thomas and William Hesse and to one Henry Sewell since deceased (and whom the said Thomas and William Hesse have survived) the sum of five hundred and fifty Star Pagodas of the Current Money of Madras as a Premium and Reward for the Insurance of Eleven Thousand Star Pagodas of and upon the Premises in the said Writing or Policy of assurance mentioned valued as aforesaid and had then and there undertaken and to the said Thomas William Hesse and Henry faithfully promised to perform all things in the said Writing or Policy of assurance contained on the part and behalf

of

of the assured to be performed and fulfilled they the said Thomas William Heske and Henry undertook and to the said William James, John and William Robert then and there faithfully promised to become assurers to the said William James, John and William Robert for the said Sum of Eleven Thousand Star Pagodas of and upon the said Premises in the said Writing or Policy of assurance Mentioned valued as aforesaid and to perform and fulfil all things in the said Writing or Policy of assurance Contained on their parts and behalves as such assurers as to the said Sum of Eleven thousand Star Pagodas to be performed and fulfilled - And the said Thomas William Heske and Henry then and there became assurers to the said William James John and William Robers of and upon the Premises in the said Writing or Policy of assurance Mentioned valued as aforesaid accordingly and then and there subscribed the said Writing or Policy of assurance as such assurers for the said Sum of Eleven thousand Star Pagodas to wit at Madras aforesaid And the said William James John and William Robers in fact say: that the said Ship in the said Writing or Policy of assurance Mentioned having arrived at Japan from Batavia in the said Writing or Policy of assurance Mentioned afterwards to wit on the twelfth day of November in the Year one thousand seven hundred and ninety nine sailed from Japan in the said Writing or Policy of assurance Mentioned for and towards Batavia upon the return Voyage in the said Policy of assurance Mentioned having on board of her divers Goods wares and Merchandyes of

great Value to wit to the Value of more than the said sum of Eleven
thousand Star Pagodas and has afterwards and whilst the said
Ship or Vessel with the said Goods and Merchandizes on board
thereof as aforesaid was sailing and proceeding upon the high
Seas upon her said last Mentioned Voyage for and towards Batavia
aforesaid and before she arrived at Batavia aforesaid and during the
Course of the said Voyage in the said Writing or Policy of Assurance
to wit on the twenty fifth day of November in the Year last
aforesaid the said Ship with the said Goods and Merchandizes so
being on board was by the mere perils and dangers of the Seas
and by Strong and tempestuous Weather and the force and Violence
of the Winds and Waves bulged wrecked foundered and sunk whereby
the said Goods and Merchandizes so being on board the same Ship as
aforesaid became and were wholly lost to the said William James
John and William Robert to wit at Madras aforesaid and the
said William James John and William Robert before and at the
time of the Making the said writing or Policy of Assurance
and from thence Continually and until and at the time of the loss
hereinbefore Mentioned were interested in the said Goods and Merchandizes
so laden on board the said Ship as aforesaid to a large
Amount and beyond the said Sum of Eleven thousand Star
Pagodas so insured thereon as aforesaid to wit to the amount
of all the Money ever insured thereon to wit at Madras
aforesaid of all which Premises the said Thomas William

Heskett

Hefke and Henry afterwards to wit on the Eleventh day of October in the Year one Thousand Seven Hundred and Ninety nine there had Notice and by reason thereof they the said Thomas William Hefke and Henry then and there became and were liable to pay and were then and there requested by the said William James John and William Robert to pay them the said Sum of Eleven Thousand Star Pagodas so by them assured as aforesaid and which said Sum of Money they the said Thomas William Hefke and Henry then and there ought to have paid according to the Meaning and effect of the said Writing or Policy of assurance and of their said promise and undertaking so by them made in that behalf as aforesaid to wit at Madras aforesaid - And whereas also the said Thomas William Hefke and Henry afterwards in the life time of the said Henry to wit on the first day of May in the Year one Thousand and eight Hundred at Fort Saint George Madras aforesaid were indebted to the said William James John and William Robert in the Sum of Fifteen thousand Star Pagodas of like Current Money of Madras for so much Money by the said William James John and William Robert before that time paid laid out and Expended to and for the use of the said Thomas William Hefke and Henry during the Life time of the said Henry and at their special instance and request - And being so indebted they the said Thomas William Hefke and Henry in the life time of the said Henry in Consideration thereof afterwards to wit

10. Vol

Supreme Court

Thir'd Term 1804

Record of Judgments

Roll 17

to wit on the same day and Year last aforesaid at Fort Saint George
Madras aforesaid undertook and then and there faithfully promised
the said William James John and William Robert to pay them
the said last Mentioned Sum of Money when they the said Thomas
William Hesse and Henry should be thereunto afterwards requested
And Whereas also the said Thomas William Hesse and
Henry afterwards in the life time of the said Henry, to wit, on the
same Day and Year last aforesaid at Fort Saint George Madras
aforesaid were indebted to the said William James John and William
Robert in the further Sum of Fifteen thousand Star Pagodas of
like Current Money of Madras for so much Money by the said
Thomas William Hesse and Henry in the life time of the said Henry
before that time had and received to and for the use of the said
William James John and William Robert and being so indebted
they the said Thomas William Hesse and Henry in Consideration
thereof afterwards in the life time of the said Henry to wit on the
same day and Year last aforesaid at Fort Saint George Madras
aforesaid undertook and then and there faithfully promised the said
William James John and William Robert to pay them the said last
Mentioned Sum of Money when they the said Thomas William Hesse
and Henry should be thereunto afterwards requested Yet the said Thomas
William Hesse and Henry during the life time of the said Henry not
regarding their said several Premises and undertakings so by
them made in Manner and form aforesaid but the said Thomas William

Hesse

Heske and Henry during the Life time of the said Henry and the said Thomas and William Heske since the decease of the said Henry Continuing and fraudulently intending Craftilly and Subtilly to deceive and defraud the said William James John and William Robert in this behalf did not nor did either or any of them during the life time of the said Henry pay nor Cause the said Thomas and William Heske or either of them since the decease of the said Henry yet paid the said several Sums of Money or any of them or any part thereof to the said William James John and William Robert (although so to do they the said Thomas William Heske and Henry in the life time of the said Henry were requested by the said William James John and William Robert to wit on the same day and year last aforesaid and although the said Thomas and William Heske since the decease of the said Henry were also requested by the said William James John and William Robert to wit on the fifth day of May in the Year one thousand eight hundred and two and often afterwards to wit at Fort Saint George Madras aforesaid) But the said Thomas William Heske and Henry during the life time of the said Henry and the said Thomas and William Heske since his decease to pay the same or any of them or any part thereof have and each of them hath hitherto wholly refused and the said Thomas and William Heske still do and each of them still doth refuse to the Damage of the said William James, John and William Robert of Fifteen thousand Star Pagodas - and therefore

he

Le Brings Suit &c

And afterwards to wit in the third Term of the present Year of our Lord one Thousand eight hundred and three in the said Supreme Court of Judicature at Madras till which term the said Thomas and William Hesse had leave to imparl to the said Plaints and then to answer the same came as well the said William James, John and William Robers by their said attorney as the said Thomas and William Hesse by Emanuel Samuel his attorney And the said Thomas and William Hesse Defend the wrong and injury when &c and say that they did not undertake or promise in Manner and form as the said William James, John, and William Robers have above thereof Complained against them and of this they put themselves upon the Court - And the said William James, John and William Robers do the like by their said attorney Robers come -

Impedimus

Plea filed 29th July 1803.

Issue Joined

And afterwards (that is to say) on the fourteenth day of April as of this second Term in the Year of our Lord one Thousand eight hundred and four before the Justices of this Court come the parties aforesaid by their attornies aforesaid Whereupon evidence having been given to the Court of and upon the premises and all and Singular the said premises having been seen and fully understood It appears to the Justices of this Court that the said Thomas Chase and William Hesse Gordon did not nor did either of them undertake or promise in Manner and form as the said William James Miller, John Todd and William Robers Stewart have above thereof

Complained

Complained against them Therefore it is Considered that the said William James Miller John Lod and William Robert Stewart take Nothing by their said Plaint but that they and their pledges to prosecute in Mercy &c and that the said Thomas Chase and William Hesse Gordon go thereof without day &c and it is further Considered by the Justices of his Majesty's Court here that the said Thomas Chase and William Hesse Gordon do recover against the said William James Miller, John Lod and William Robert Stewart. Two hundred and Seventy six Pagodas and twenty one Fanams for their Costs and Charges laid out by them about their defence in this behalf by the Court here adjudged to the said Thomas Chase and William Hesse Gordon and with their assent according to the form of the statute in such Case made and provided and that the said Thomas Chase and William Hesse Gordon have Execution thereof &c

Judgment signed for Defendants 14th August 1804

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George - Madras to wit - } Pummel Soobaraym Moodelliar puts in his place Charles Walters his attorney against Mary Narn in a Plea of Debt -

Fort St. George Madras to wit - } The said Mary Narn in person at the Suit of the said Pummel Soobaraym Moodelliar in the Plea aforesaid -

Fort Saint George Madras - ss - } Be it remembered that as of the 28th. day of December in the Vacation after the Fourth Term in the Year one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Pummel Soobaraym Moodelliar by Charles Walters his attorney and brought into the same Court then there his certain Plaint against Mary Narn in a Plea of debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St. George Madras to wit Pummel Soobaraym Moodelliar by Charles Walters his attorney Complains of Mary Narn being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court of a Plea that she render to him Twelve hundred Star Pagodas Current Money of Madras which she owes to and unjustly detains from

Plaint in debt filed 28th. Decr. 1803

Third Term 1804

from him For Whereas the said Mary Narn heretofore
to wit on the twelfth day of September in the Year one thousand
eight hundred at madras aforesaid by her Certain writing
obligatory sealed with the Seal of her the said Mary Narn
and to the Court now here shewn the date whereof is the
same day and year aforesaid acknowledged herself to be
held and firmly bound unto the said Pummel Sooharayen
Moodeliar in the said Sum of Twelve hundred Star Pagodas
to be paid to the said Pummel Sooharayn Moodeliar when she
the said Mary Narn should be thereto afterwards requested
Yet the said Mary Narn altho' often requested hath not paid
the said Sum of Twelve hundred Star Pagodas or any part thereof
to the said Pummel Sooharayn Moodeliar but to pay the same
or any part thereof to the said Pummel Sooharayen Moodeliar
she the said Mary Narn hath wholly refused and still refuses
so to do to the damage of the said Pummel Sooharayn Moodeliar
of Two hundred Star Pagodas and therefore he brings suit
&c And Now in this Third Term in the year one
thousand eight hundred and Four that is to say on the Second day of
August to which day was given as well to the said Pummel
Sooharayn Moodeliar as to the said Mary Narn to inform the
said Court of the premises Comes the said Pummal Sooharayn
Moodeliar by his Attorney aforesaid, and the said Mary Narn
Altho Solemnly demanded Came not to answer nor did

she say any thing in bar or preclusion and so forth, and the said Justices having heard the Allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the writing obligatory in the said Declaration mentioned is the Deed of her the said Mary Narn in Manner and form as the said Pummel Soobaroym Moodelliar hath above thereof Complained against her - and do adjudge that the said Pummel Soobaroym Moodelliar recover against the said Mary Narn the Sum of Eight hundred and eighty two Pagodas for his Debt and also Seventy Nine Pagodas and five Fanams for his damages which he hath sustained as well by occasion of detaining the said Debt as for his Costs and Charges by him about his Suit in that behalf Expended which said Debt and Damages amounts in the whole to Nine hundred and Sixty one Pagodas and five Fanams and that the said Pummel Soobaroym have his Execution thereof &c.

Judgment signed for the Plaintiff the 17.th august 1804

And thereupon the said Pummel Soobaroym Moodelliar by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras-patnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Mary Narn the Sum of Nine hundred and Sixty one Pagodas and five Fanams - and it is granted unto him returnable here on the 17.th September next

Writ of Execution issued the 17.th august 1804

Fourth Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four upon Promises -

Fort St George Madras } Lemesle puts in his place Townes Disney, his attorney against Angel Gorry in a Plea of Trespass on the case -

Fort St George Madras } The said Angel Gorry by Charles Walker his attorney at the Suit of the said Lemesle in the plea aforesaid -

Fort St George Madras } Be it remembered that as of the Third Term in the year one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Lemesle by Townes Disney his Attorney and brought into the same Court then there his Certain Plaint against Angel Gorry in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words &c

Plaint in assumpsit filed 3d Sept 1803

Fort St George Madras } Lemesle of Madras Inhabitant by Townes Disney his Attorney Complains of Angel Gorry being an Inhabitant of Madras, and as such liable to the jurisdiction of this Honble Court - For that Whereas the said Angel Gorry heretofore to wit on the Eighteenth day of March in the year

one Thousand eight Hundred and three at Pondicherry Made his
Certain Note in writing Commonly Called a Promissory Note in
the French Language, his own proper Hand thereunto subscribed
bearing date the same day and year aforesaid and then
and there delivered the said Note to the said Lemesle
by which said Note, he the said Angel Gorry, at Two Months
after date promised to pay to the said Lemesle or order the Sum
of one Thousand one Hundred and eighty two and a half Rupees,
making in Star Pagodas three Hundred and thirty three - Four
Fanams and forty Cash Current Money of Madras, for Value
Received, by reason whereof and also by force of the Statute in such
case lately Made and Provided the said Angel Gorry became
liable to pay the said Sum of Money in the said Note Specified
to the said Lemesle, according to the tenor and Effect of the
said Note, and being so liable, the said Angel Gorry in
Consideration thereof afterwards to wit on the day and year
last aforesaid to wit at Madras aforesaid took upon himself
and then and there faithfully promised the said Lemesle
that he the said Angel Gorry would well and truly pay and
Satisfy to the said Lemesle, the said Sum of three Hundred
and thirty three Pagodas, four Fanams and forty Cash according
to the tenor and effect of the said Note - And whereas
also the said Angel Gorry afterwards to wit on the same
day and year last aforesaid at Madras was indebted to the
said Lemesle in other Sum of three Hundred and thirty three
Pagodas four Fanams and forty Cash, Current Money of Madras

for Money by the said Lemisle before that time lent and advanced to the said Angel Gorry, and at his Special instance and request, and being so indebted. he the said Angel Gorry in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Lemesle to pay him the said sum of Money last Mentioned, when he should be thereunto afterwards requested-

And Whereas also the said Angel Gorry afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Lemesle in other Sum of Three hundred and thirty three Star Pagodas, four fanams and forty cash, current Money of Madras, for Money by the said angel Gorry before that time had and received to the Use of the said Lemesle, and being so indebted, he the said Angel Gorry in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Lemesle to pay him the said Sum of Money last Mentioned when he should be thereunto afterwards requested - And Whereas also the said Angel Gorry afterwards to wit on the same day and year last mentioned at Madras aforesaid accounted with the said Lemesle of and Concerning divers Sums of Money from the said Angel Gorry to the said Lemesle before that time due and owing and then and there in arrear and unpaid and upon that account the said Angel Gorry was then and there found in arrear to the said Lemesle in the Sum of Three hundred and thirty

three Pagodas, Four Fanams and Forty Cash of like lawful Money and being so found in arrear, the said Angel Gorry in Consideration thereof afterwards to wit on the same day and year last Mentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Lemesle, that he the said Angel Gorry would well and truly pay and satisfy to the said Lemesle the said Sum of three hundred and thirty three Star Pagodas four Fanams and forty Cash, Current Money of Madras when he should be thereunto afterwards requested - Yet the said Angel Gorry not regarding his several promises and undertakings aforesaid made, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Lemesle in this particular hath not yet paid the said several Sums of Money or any part thereof to the said Lemesle although to do this, the said Angel Gorry afterwards to wit on the same day and year last aforesaid, and often after to wit at Madras aforesaid by the said Lemesle was requested, but to pay the same to him, he the said Angel Gorry hath hitherto wholly refused, and still doth refuse to the said Lemesle his damage of Seven hundred Star Pagodas and therefore he brings his Suit and so forth -

And afterwards, to wit in the First Term in the year one thousand eight hundred and four in the said Supreme Court of Judicature at Madras till which Term the said Angel Gorry had leave to impark to the said Plaint and then to answer the same came as well the said Lemesle by his said attorney

imparlance

Attorney, as the said Angel Gorry by Charles Walters his attorney
Plea filed 18th February 1804 And the said Angel Gorry Defends the wrong and injury when
&c and says That he did not undertake or promise in
Issue Joined manner and form as the said Lemesle hath above thereof
complained against him and of this he puts himself upon
the Court &c - And the said Lemesle by Townes
Disney his Attorney doth likewise -

And Now in This Third Term, that is to say
on the First day of August, to which day was given as
well to the said Lemesle as to the said Angel Gorry
to inform the Court of the premises which day came
the parties aforesaid by their attornies and the said
Court having heard the respective allegations of
both parties by their advocates, and Examined the
truth thereof and duly and deliberately Considered the
evidence on both sides as to the issue joined between the
parties, say that the said Angel Gorry did undertake
and promise in manner and form as the said Lemesle
hath in his said Plaint in that behalf therein
alledged and the Justices aforesaid assess the damages
of the said Lemesle by occasion of the not performing
the premises and undertakings in the said Plaint of
the said Lemesle mentioned besides his Costs &
charges by him about his Suit in this behalf
Expended to three hundred and seventy three Star

Pagodas

Judgment signed for the Plaintiff the 12th day of Sept. 1804 -

Pagodas and fifteen Fanams - Therefore It is ordered
That the said Lemesle do recover against the said
Angel Gorry his damages aforesaid in form aforesaid
assessed and also the sum of one hundred and ninety
Star Pagodas and thirteen Fanams for his said Costs
and Charges by the said Court now here adjudged to
the said Lemesle with his assent which said damages
Costs and Charges in the whole amount to the Sum
of five hundred and sixty four Pagodas and two
Fanams and that he have Execution thereof. and
the said Angel Gorry is in mercy &c

mercy

And thereupon the said Lemesle by Townes
Disney his attorney prays a writ of our Lord the King to be directed
to the Sheriff of Madraspatnam Commanding him that he cause to
be taken the body of the said Angel Gorry in Satisfaction of his
Damages - and it is granted unto him returnable here
on the fifteenth September instant -

Capias ad Satisfaciendum issued the 12th Sept. 1804 -

No 56

Fourth Term 1804

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - The Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ... } John De Fries, Marepoody Vencatasawmy Naidoo and Mannapally Rangiah Naidoo Surviving Executors of the last Will and Testament of Mannapully Tremaliah otherwise Tremalavoy deceased put in their place Emanuel Samuel their attorney against Cottum Moocundoo Naick in a Plea of Debt -

Fort St. George Madras — } The said Cottum Moocundoo Naick puts in his place Downes Disney his attorney at the Suit of the said John De Fries, Marepoody Vencata-sawmy Naidoo and Mannapally Rangiah Naidoo Surviving Executors of the last Will and Testament of Mannapully Tremaliah otherwise Tremalavoy deceased in the Plea aforesaid -

Fort St. George Madras — } Be it remembered that in the Vacation of Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came John De Fries, Marepoody Vencatasawmy Naidoo and Mannapally Rangiah Naidoo Surviving Executors of the last Will and Testament of Mannapully

Tremaliah otherwise Tremalroy deceased by Emanuel Samuel their attorney and brought into the same Court then there their certain Plaint against Cottum Moocundoo Naick in a Plea of Debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit:- Madras to wit John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo Surviving Executors of the last Will and Testament of Maunapully Tremaliah otherwise Tremalroy deceased by Emanuel Samuel their attorney Complain of Cottum Moocundoo Naick an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea That he render to the said John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo as Surviving Executors of the said Maunapully Tremaliah otherwise Tremalroy deceased one thousand five hundred and fifty Star Pagodas of the current money of Madras which he unjustly detains from them &c For that whereas the said Cottum Moocundoo Naick heretofore to wit on the first day of January in the year of our Lord one thousand seven hundred and Ninety eight to wit at Madras by his certain writing obligatory Sealed with his Seal, bearing date the day and year aforesaid and to the Court now here Shewn acknowledged

Plaint in debt filed 27th January 1804

acknowledged himself to be held and firmly bound to the
said Mannapully Tremaliah otherwise Tremalaroy
deceased (by the Name and addition of Mannapully Tremalaroy
Naick) in his life time in the said one thousand six hundred
and fifty Star Pagodas to be paid to the said Mannapully
Tremaliah otherwise Tremalaroy deceased - when he the
said Cottum Moocundoo Naick should be thereto afterwards
requested Yet the said Cottum Moocundoo Naick, altho'
often requested - as well by the said Mannapully
Tremaliah otherwise Tremalaroy deceased in his life time
as by the said John De Fries, Marepoody Vencatasawmy
Naidoo, Mannapully Rungiah Naidoo and also one Alexander
Grant in his life time - (which said Alexander Grant
was in his life time an Executor of the last will and
Testament of the said Mannapully Tremaliah otherwise
Tremalaroy deceased and whom the said John De Fries,
Marepoody Vencatasawmy Naidoo and Mannapully Rangiah
Naidoo have survived) after the decease of the said
Mannapully Tremaliah otherwise Tremalaroy to wit
on the twenty eighth day of May in the year of our Lord
one thousand and eight hundred and likewise by the said
John De Fries, Marepoody Vencatasawmy Naidoo and
Mannapully Rangiah Naidoo Surviving Executors as aforesaid

since

since the Decease of the said Alexander Grant to wit on the
first day of December in the Year of our Lord one thousand
eight hundred and one hath not paid the said one thousand
six hundred and fifty Star Pagodas above demanded
or any part thereof to the said Mannapully Tremaliah
otherwise Tremalaroy deceased in his life time or to
the said John De Fries Marepoody Vencatasawmy Naidoo
the said Mannapully Rangiah Naidoo and the said Alexander
Grant Executors as aforesaid after the death of the said
Mannapully Tremaliah otherwise Tremalaroy — and in
the life time of the said Alexander Grant or to the
said John De Fries. Marepoody Vencatasawmy
Naidoo and Mannapully Rangiah Naidoo Surviving
Executors as aforesaid since the death of the said
Alexander Grant or any or either of them — But to pay
the same to them or any or either of them the said Cottum
Moccundoo Naik hath hitherto wholly refused and still
doth refuse to pay the same to the said John De Fries
Marepoody Vencatasawmy Naidoo and Mannapully Rangiah
Naidoo Surviving Executors as aforesaid To the Damage
of the said John De Fries, Marepoody Vencata=
-sawmy Naidoo and Mannapully Rangiah Naidoo
Surviving Executors as aforesaid of five hundred Star
Pagodas and therefore they bring their Suit &c

And the said John De Fries, Marepoody
Vencatasawmy

Fourth Term 1804

Vencatasawmy Naidoo and Mannapully Rangiah Naidoo being into Court here the Letters Testamentary of the said Mannapully Tremaliah otherwise Tremabray deceased whereby it fully appears to the said Court here that the said John De Fries Marepoody Vencatasawmy Naidoo and the said Alexander Grant deceased were in the life time of the said Alexander Grants Executors and that since the Death of the said Alexander Grant the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo are Executors of the last Will and Testament of the said Mannapully Tremaliah Otherwise Tremalaroy deceased and have the Administration thereof &c

And the said Cottum Mookundoo Naick by Fownes Disney his attorney comes and defends the wrong and injury when &c - and Says Nothing in bar or prechision of the said action of the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo whereby the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo remain therein undefended against the said Cottum Mookundoo Naick - and thereupon a day is given to the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo to come before the Court and verify and prove their said debt as the

Court

Court shall award - At which day (being the Seventh day of August in the Third Term 1804) came the said John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rangiah Naidoo by their said Attorney - and evidence having been given to the Court on behalf of the said John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rangiah Naidoo of and upon the premises It sufficiently and manifestly appears to the Court here that the said Cottum Mootkundoo Naick doth unjustly detain from the said John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rangiah Naidoo the said Sum of one thousand six hundred and fifty Star Pagodas in manner and form as the said John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rangiah Naidoo have above thereof Complained against him It is therefore Considered by the Court here that the said John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rangiah Naidoo Executors as aforesaid do recover against the said Cottum Mootkundoo Naick their said debt and also one hundred and twenty eight Pagodas and Sixteen Fanams for their damages which they have sustained as well by occasion of the detaining the said debt as for their Costs and Charges by them about their Suit in this behalf Expended by the Court here adjudged to the said John De Fries, Marepoody Vencatasawmy Naidoo

Judgment signed for the Plaintiffs this 13th day of September 1804 -

Fourth Term 1804

Naidoo and Mamapully Rangiah Naidoo - and with their
Mercy assents - And the said Cottum Mookundoo Naick in Mercy &c

And thereupon the said John De Fries, Marcpoody
Vencatasawmy Naidoo and Mamapully Rangiah Naidoo Executors
as aforesaid by Samuel Neal their attorney pray a writ of our
Lord the King to be directed to the Sheriff of madraspatnam
to Cause him to levy and make of the Houses, Lands, Debts
Writ of Execution issued the 13th September 1804 - and Other Effects, which belong to the said Cottum Mookundoo
Naick the Sum of one thousand Six hundred and twenty four
Pagodas and Sixteen Fanams - and it is granted unto them
returnable here on the 27th day of September next -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras ss - } Soorah Sashauchila Chitty puts in his place Robert Orme his attorney against Chinny Raumasawmy Chitty in a Plea of Trespass on the case -

Fort St George Madras ss - } The said Chinny Raumasawmy Chitty in person at the Suit of the said Soorah Sashauchila Chitty in the Plea aforesaid -

Fort St George Madras - } Be it remembered that as of the First Term in the Year of our Lord one thousand eight hundred and four - before the said Supreme Court of Judicature at Madras came Soorah Sashauchila Chitty by Robert Orme his attorney and brought into the same Court then there his Certain Plaint against Chinny Raumasawmy Chitty in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - to wit Fort Saint George Madras ss

Plaint in a summons filed 13th March 1804 - Plaint Soorah Sashauchila Chitty by Robert Orme his attorney Complains of Chinny Raumasawmy Chitty being an Hindoo Inhabitant of Madras

Madras and as such Subject to the Jurisdiction of this Honorable
Court For that whereas the said Chinny Raumaxawmy Chitty and
one Chenchia Chitty Now deceased (whom he the said Chinny Rauma-
-xawmy Chitty hath survived heretofore in the life time of the said
Chenchia Chitty to wit on the first Chittery of Roudry Year of the
Hindoo being the Eleventh day of April in the Year of Christ
one thousand and eight Hundred at Fort Saint George Madras
aforesaid according to the Laws and Customs of the Hindoo
Natives of India Made their Certain Note in writing in the
Gentoo Language their own proper hands being thereunto
subscribed bearing date the day and Year aforesaid and then
and there delivered the said Note to the said Soorah Sashauchella
Chitty whereby the said Chinny Raumasawmy Chitty and Chenchia
Chitty acknowledged to have borrowed and received of the said
Soorah Sashauchila Chitty the Sum of one thousand eight Hundred
and Eighty six Star Pagodas Current Money of Madras which
Sum they the said Chinny Raumasawmy Chitty and Chenchia Chitty
did thereby jointly and Separately engage to repay him the said Soorah
Sashauchila Chitty on demand with all such Interest as should
or might become due thereon at the rate of Twelve per Cent per
Annum Whereby and by reason whereof and by force of the
Laws and Customs of such Hindoo Natives the said Chinny
Raumasawmy Chitty and Chenchia Chitty in the life time of the
said Chenchia Chitty became liable to pay to the said Soorah

Sashauchila

Sashauchella Chitty the said Sum of one thousand eight hundred and eighty six Star Pagodas in the said Note Specified with Interest thereon after the rate aforesaid when they the said Chinny Raumasawmy Chitty and Chenchia Chitty should be thereto afterwards Requested - And being so liable they the said Chinny Raumasawmy Chitty and Chenchia Chitty in Consideration thereof afterwards in the life time of the said Chenchia Chitty to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Soorah Sashauchella Chitty to pay him the said Sum of one thousand eight hundred and eighty six Star Pagodas in the said Note Specified with Interest thereon after the rate aforesaid when they the said Chinny Raumasawmy Chitty and Chenchia Chitty should be thereto afterwards Requested - And whereas also the said Chinny Raumasawmy Chitty and Chenchia Chitty afterwards in the life time of the said Chenchia Chitty to wit on the First day of February in the Year of Christ one thousand eight hundred and two at Fort Saint George Madras aforesaid were indebted to the said Soorah Sashauchila Chitty in the Sum of Three thousand Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Soorah Sashauchila Chitty before that time lent and advanced to

the

the said Chinny Rauma sawmy Chitty and Chinachia Chitty and at their Special instance and Request; And being so indebted they the said Chinny Rauma sawmy Chitty and Chinchia Chitty in Consideration thereof afterwards in the life time of the said Chinachia Chitty to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Soorah Sashanchella Chitty to pay him the said last mentioned Sum of Money when they the said Chinny Rauma sawmy Chitty and Chenchia Chitty should be thereunto afterwards requested - And whereas also the said Chinny Rauma sawmy Chitty and Chenchia Chitty afterwards in the life time of the said Chenchia Chitty to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid were indebted to the said Soorah Sashanchella Chitty in the further Sum of Three thousand Star Pagodas of like Current Money, for so much Money by the said Soorah Sashanchella Chitty before that time laid out Expended and paid for the said Chinny Rauma sawmy Chitty and Chenchia Chitty and at their Special instance and Request; And being so indebted they the said Chinny Rauma sawmy Chitty and Chenchia Chitty in Consideration thereof afterwards in the life time of the said Chenchia Chitty to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid, undertook and then and there faithfully promised the said Soorah Sashanchella Chitty to pay him the said last mentioned Sum of Money when they the said

Supreme Court

Fourth Term 1804

Record of Judgment

R

Roll 18

said Chinny Raumasawmy Chitty and Chenchia Chitty should be thereunto afterwards requested - And whereas also the said Chinny Raumasawmy Chitty and Chenchia Chitty afterwards in the life time of the said Chenchia Chitty to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid were indebted to the said Soorah Sashanchila Chitty in the further Sum of Three thousand Star Pagodas of like Current Money for so much Money by the said Chinny Raumasawmy Chitty and Chenchia Chitty before that time had and received to and for the use of the said Soorah Sashanchila Chitty - And being so indebted they the said Chinny Raumasawmy Chitty and Chenchia Chitty in Consideration thereof afterwards in the life time of the said Chenchia Chitty to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Soorah Sashanchila Chitty to pay him the said last Mentioned Sum of Money when they the said Chinny Raumasawmy Chitty and Chenchia Chitty should be thereunto afterwards requested - And whereas also the said Chinny Raumasawmy Chitty and Chenchia Chitty afterwards in the life time of the said Chenchia Chitty to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid accounted with the said Soorah

Money before that time due and owing from the said Chinny Rauma-
=sawmy Chitty and Chenchia Chitty to the said Soorah Sashachella
Chitty and then being in arrear and unpaid And upon that
accounting the said Chinny Raumasawmy Chitty and Chenchia
Chitty were then and there found to be in arrear and indebted
to the said Soorah Sashauchila Chitty in the further Sum of
Three thousand Star Pagodas of like Current Money And being
so found in arrear and indebted they the said Chinny Rauma=
-sawmy Chitty and Chenchia Chitty in Consideration thereof
afterwards in the life time of the said Chenchia Chitty to wit
on the same day and Year last aforesaid at Fort Saint=
=George Madras aforesaid undertook and then and there
faithfully promised the said Soorah Sashauchila Chitty to
pay him the said last Mentioned Sum of Money when they
the said Chinny Raumasawmy Chitty and Chenchia Chitty
should be thereunto afterwards Requested - Yet the said Chinny
Raumasawmy Chitty and Chenchia Chitty in the life time of the said Chenchia
Chitty and the said Chinny Raumasawmy Chitty after his decease not regarding
their said Several promises and undertakings so by them made in
Manner and form aforesaid but Contriving and fraudulently intending
craftily and Subtilly to deceive and defraud the said Soorah
Sashauchila Chitty in this behalf have not nor hath either of them
yet paid the said Several Sums of Money or any of them or any part
thereof (although so to do they the said Chinny Raumasawmy Chitty
and Chenchia Chitty were Requested by the said Soorah Sashauchila

Chitty in the life time of the said Chenchia Chitty to wit on the same day and Year last aforesaid and often afterwards, as was the said Chinny Raumasawmy Chitty after the death of the said Chenchia Chitty to wit at Fort Saint George Madras aforesaid) But the said Chincy Raumasawmy Chitty and Chenchia Chitty in the life time of the said Chenchia Chitty to pay the same or any of them or any part thereof to the said Soorah Sashawchela Chitty have and each of them hath wholly refused and the said Chinny Raumasawmy Chitty still doth refuse - To the damage of the said Soorah Sashauchella Chitty of Three Thousand Star Pagodas and thereupon he brings Suit &c.

And Now in this Third Term in the Year one Thousand eight hundred and four that is to say on the Eighteenth day of July to which day was given as well to the said Soorah Sashachella Chitty as to the said Chinny Raumasawmy Chitty And the said Chinny Raumasawmy Chitty says Nothing in bar or preclusion of the said Action of the said Soorah Sashachella Chitty by which the said Soorah Sashachella Chitty remains therein undefended against the said Chinny Raumasawmy Chitty for which the said Soorah Sashachella Chitty ought to recover the damages by Occasion of the Premises - And afterwards to wit on the Seventh day of August in the Term last aforesaid the said Court having diligently enquired what damages the said Soorah Sashachella Chitty hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended do find and adjudge that the said Soorah Sashachella Chitty hath sustained Damages by

Occasion of the Premises over and above his Costs and Charges to One Thousand and Eight Hundred Pagodas Thirty one Fanams and Seventy Cash and for those Costs and Charges to Two Hundred and two Pagodas and Eighteen Fanams Therefore it is Considered that the said Soorah Sashachella Chitty Recover against the said Chinny Raumasawmy Chitty his Damages and Costs aforesaid by the Court aforesaid found and adjudged which damages Costs and Charges in the whole amounts to Two Thousand and three Pagodas five Fanams and Seventy Cash - And the said Chinny Raumasawmy Chitty in Mercy &c

Judgment signed for the Plaintiff the 18th day of September 1804

And Thereupon the said Soorah Sashachella Chitty by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to sell the Houses, Lands, Goods Effects and Debts real and personal of the said Chinny Raumasawmy Chitty, by him before Seized and Sequestered, by Virtue of a writ for that purpose to him directed bearing date the 29th day of March last, and to make Satisfaction out of the Produce thereof to the said Soorah Sashachella Chitty in the Sum of Two Thousand and three Pagodas, five Fanams and Seventy Cash - And it is granted unto him returnable here on the 18th day of October Next -

Writ to Sell Sequestered Premises issued the 18th day of September 1804 -

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ss. } Vadoovummall widow and personal Representative of Ramasawmy Moodelliar deceased puts in her place Robert Orme her attorney - against Cootty Chetty in a Plea of Trespass on the case -

Fort St. George Madras ss. } The said Cootty Chitty in his own person at the Suit of the said Vadoovummall widow and personal Representative of Ramasawmy Moodelliar deceased in the Plea aforesaid -

Fort St. George Madras ss. } Be it remembered that as of the Fourth Term in the Year of our Lord one thousand eight hundred and three - before the said Supreme Court of Judicature at Madras came Vadoovummall widow and personal Representative of Ramasawmy Moodelliar deceased by Robert Orme her attorney and brought into the said Court then there her Plaint in assumpsit Certain Plaint against Cootty Chitty in a Plea of Trespass on the filed 23d. Janry case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit -

Fourth Term 1804

Fort Saint George } Vadoovummall Widow and personal Representative
of Ramasawmy Moodeliar deceased late an Hindoo Inhabitant of
Madras according to the Laws and Customs of the Hindoo Natives of
India by Robert Orme her Attorney Complains of Cooty Chitty being
an Hindoo Inhabitant of Madras aforesaid and as such Subject
to the Jurisdiction of this Honble Court For That Whereas
one Mootoomarry Chitty Tomboo Chitty now deceased (whom he the
said Cooty Chetty hath survived) and the said Cooty Chetty heretofore
in the life time of the said Mootoomary Chetty Tomboo Chetty and
also in the life time of the said Ramasawmy Moodeliar to wit on
the first day of August in the Year of Christ one thousand eight
hundred and one at Madras aforesaid by their Certain Note in writing
their own proper hands being thereunto subscribed made according to the
Laws and Customs of such Hindoo Natives, and bearing date on the
same day and year aforesaid acknowledged (by the Name and addition
of Mootoomarry Chitty, Tomboo Chitty and Cooty Chitty of Madras
Inhabitants) to have borrowed and received of the said Ramasawmy
Moodeliar (by the Name and Addition of Ramasawmy Moodeliar of the
same place Inhabitant) the full and just Sum of one thousand one hundred
and Thirty Star Pagodas to him at Interest at the rate of Twelve
per Cent per annum and thereby engaged and promised to pay the same
with Interest thereon at the rate aforesaid in six Months from the date
thereof - and the said Mootoomarry Chetty Tomboo Chetty and Cooty Chitty
then and there delivered the said Note to the said Ramasawmy Moodeliar
whereby and by reason whereof and by force of the Laws and Customs
of such Hindoo Natives of India the said Mootoomarry Chitty

Tomboo Chitty and Cooty Chitty in the life time of the said Moottoomarry Chitty Tomboo Chitty and also in the life time of the said Ramasawmy Moodelliar became liable to pay to the said Ramasawmy Moodelliar the said Sum of one thousand one hundred and Thirty Star Pagodas in the said Note Specified with Interest thereon after the rate aforesaid according to the tenor and Effect of the said Note and being so liable they the said Moottoomarry Chitty Tomboo Chitty and Cooty Chitty in Consideration thereof afterwards in the respective life times of the said Moottoomarry Chetty Tomboo Chetty and Ramasawmy Moodelliar to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Ramasawmy Moodelliar to pay him the said Sum of one thousand one hundred and thirty Star Pagodas in the said Note Specified with Interest thereon after the rate aforesaid according to the tenor and effect of the said Note - And Whereas also the said Moottoomarry Chitty Tomboo Chitty and Cooty Chitty afterwards in the life time of the said Moottoomarry Chitty Tomboo Chitty and also in the life time of the said Ramasawmy Moodelliar to wit on the first day of February in the Year of Christ one thousand eight hundred and two at Madras aforesaid were indebted to the said Ramasawmy Moodelliar in the Sum of Two thousand Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Ramasawmy Moodeliar in his life time before that time lent and advanced to

to the said Mootoomarry Chitty Tomboo Chetty and Cootty Chitty and at their Speciab instance and Request and being so indebted they the said Mootoomarry Chitty Tomboo Chitty and Cootty Chitty in Consideration thereof afterwards in the respective life times of the said Mootoomarry Chitty Tomboo Chitty and Ramasawmy Moodelliar to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Ramasawmy Moodelliar to pay him the said last mentioned Sum of Money when they the said Mootoomarry Chitty Tomboo Chetty and Cootty Chitty should be thereunto afterwards Requested - And Whereas also the said Mootoomarry Chitty Tomboo Chitty and Cootty Chitty afterwards in the life time of the said Mootoomarry Chitty Tomboo Chitty and also in the life time of the said Ramasawmy Moodelliar to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Ramasawmy Moodelliar in the further Sum of Two thousand Star Pagodas of like current Money of Madras for so much Money by the said Ramasawmy Moodelliar in his life time before that time laid out Expended and paid for the said Mootoomarry Chitty Tomboo Chitty and Cootty Chitty and at their Speciab instance and Request and being so indebted they the said Mootoomarry Chitty Tomboo Chitty and Cootty Chitty in Consideration thereof afterwards in the respective life times of the said Mootoomarry Chitty Tomboo Chitty and Ramasawmy Moodelliar to wit -

on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Ramasawmy Moodelliar to pay him the said last mentioned Sum of Money when they the said Mootoomarry Chitty, Tomboo Chitty and Cooky Chitty should be thereunto afterwards requested And Whereas also the said Mootoomarry Chitty, Tomboo Chitty and Cooky Chitty afterwards in the life time of the said Mootoomarry Chitty, Tomboo Chitty and also in the life time of the said Ramasawmy Moodelliar to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Ramasawmy Moodelliar in the further Sum of Two Thousand Star Pagodas of like Current Money of Madras for so much Money by the said Mootoomarry Chitty Tomboo Chitty and Cooky Chitty before that time had and received to and for the use of the said Ramasawmy Moodelliar and being so indebted they the said Mootoomarry Chitty Tomboo Chitty and Cooky Chitty in consideration thereof afterwards in the respective life times of the said Mootoomarry Chitty Tomboo Chitty and Ramasawmy Moodelliar to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Ramasawmy Moodelliar to pay him the said last mentioned Sum of Money when they the said Mootoomarry Chitty, Tomboo Chitty and Cooky Chitty should be thereunto afterwards requested Yet the said Mootoomarry Chitty Tomboo Chitty and Cooky Chitty in the life time of the said Mootoomarry Chitty Tomboo Chitty and the said Cooky Chitty

after his decease not regarding their aforesaid Several promises and undertakings so by them made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to Deceive and defraud the said Ramasawmy Moodelliar in his life time and the said Vadoovummall personal Represen =tative as aforesaid, after his death in this behalf have not nor hath either of them paid the said Several Sums of Money in such promises and undertakings Mentioned or any or either of them or any part thereof either to the said Ramasawmy Moodeliar in his life time or to the said Vadoovummall personal Representative as aforesaid since his death (altho' to pay the same the said Mootoomarvy Chitty Tomboo Chitty and Cootty Chitty were Requested by the said Ramasawmy Moodeliar in the life teme of the said Ramasawmy Moodeliar and also in the life time of the said Mootoomarvy Chitty Tomboo Chitty to wit on the aforesaid first day of February in the year last aforesaid, and often afterwards as was the said Cootty Chitty by the said Ramasawmy Moodeliar in his life time and by the said Vadoo= =vammall personal Representative as aforesaid after the death of the said Ramasawmy Moodeliar and after the death of the said Mootoomarvy Chitty Tomboo Chitty to wit at Madras aforesaid) but they the said Mootoomarvy Chitty Tomboo Chitty and Cootty Chitty to pay the same, have and each of them hath always wholly refused and the said Cootty Chitty still refuses

to pay the same to the said Vadoovummall personal Representative as aforesaid to the damage of the said Vadoovummall as such personal Representative as aforesaid of Two Thousand and five hundred Star Pagodas and therefore she brings Suit &c

And Now in this Third Term in the Year one Thousand eight hundred and four that is to say on the eighteenth day of July to which day was given as well to the said Vadoovummall as to the said Cooky Chitty and the said Cooky Chitty says Nothing in bar or preclusion of the said action of the said Vadoo -vummall by which the said Vadoovummall remains therein undefended against the said Cooky Chitty for which he said Vadoovummall ought to recover her damages by occasion of the premises And afterwards to wit on the second day of August in the Term last aforesaid the said Court having diligently enquired what damages the said Vadoovummall hath sustained as well by the means aforesaid as for her Costs and Charges by her about her Suit in this behalf Expended do find and adjudge that the said Vadoovummall hath sustained damages by Occasion of the premises over and above her Costs and Charges to one Thousand three hundred and Twenty nine Pagodas and for those Costs and Charges to one hundred and thirty five Pagodas

and

Fourth Term 1804

and eighteen Fanams - Therefore it is considered
that the said Vadoovummall Personal Representative as
aforesaid recover against the said Cooty Chitty her damages
and Costs aforesaid by the Court aforesaid in Manner and
form aforesaid found and adjudged which Damages
Costs and Charges in the Whole amount to one Thousand
four Hundred and Sixty four Pagodas and eighteen
Fanams - And the said Cooty Chitty in Mercy &c.

Judgment signed for the Plaintiff this 19th day of Sept. 1804 -

mercy

And thereupon the said Vadoovummall Personal
Representative as aforesaid - by Robert Orme her attorney
prays a writ of our Lord the King to be directed to the
Sheriff of Madraspatnam Commanding him that he cause to
be taken the body of the said Cooty Chitty in Satisfaction
of her damages & Costs - and it is granted unto her returnable
here on the Nineteenth day of October next -

Ca: ad Satisfaciendum issued on the 19th Sept. 1804.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim, Knights, and the Honble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras - of the Fourth Term in the Year of our Lord one thousand eights hundred and four -

Fort St. George - Madras ss - } Naidavoyel Iyah Pillay only Son and heir and also personal Representative of Naidavoyel Narrain Pillay deceased - puts in his place Roberts orme his attorney against Naugummy, the widow and personal representative of Coommadespoondy Cootty Chitty in a Plea of Trespass on the Case -

Fort St. George Madras ss } The said Naugummy the widow and personal representative of Coommade spoondy Cootty Chitty in her own person at the Suit of the said Naidavoyel Iyah Pillay only Son and heir and also personal Representative of Naidavoyel Narrain Pillay deceased - in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that as of the Second Term in the Year of our Lord one thousand eights hundred and three before the said Supreme Court of Judicature at Madras came Naidavoyel Iyah Pillay only Son and heir and also personal Representative of Naidavoyel Narrain Pillay deceased by Roberts orme his attorney and brought into the same Court then there his certain Plaint against Naugummy the widow and personal representative of Coommadespoondy Cootty Chitty deceased in a Plea of Trespass on the

Plaint in assumpsit filed 12th May 1803

case

400

case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit For Fort Saint George Madras ss Naidavoyel Gyah Pillay, only Son and Heir and also Personal Representative according to the Laws and Customs of the Hindoo Natives of Naidavoyel Narraina Pillay deceased late an Hindoo Inhabitant of Madras, by Robert Orme his Attorney complains of Naugummy, being the widow and personal Representative of Commadepoondy Cooky Chitty late also an Hindoo Inhabitant of Madras deceased, according to the Laws and Customs of the said Hindoo Natives, and having as such personal Representative administered and taken possession of the Estate and Effects which were of the said Commadepoondy Cooky Chitty at the time of his death and the said Naugummy being also an Hindoo Inhabitant of Madras, and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Commadepoondy Cooky Chitty in his life time to wit on the twentieth Day of October in the Year of Christ one thousand seven hundred and Ninety, at Fort Saint George Madras aforesaid by his Certain Note in Writing in the Malabar Language, the date whereof is on the day and Year aforesaid acknowledged to have borrowed and received of the said Naidavoyel Gyah Pillay the Sum of (805 43/80) Eight hundred and five and forty three Eightieth Star Pagodas, Current Money of Madras, which Sum, with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum Commencing from the date of the said Note he the said

Commadepoondy Cooky Chitty did thereby engage to repay in different payments Viz: the Sum of Two Hundred Pagodas on the Twentieth day of November then next ensuing and the Sum of Six Hundred and Five and forty three Eightieth Pagodas, on the Thirtieth day of January also then next ensuing By Means whereof and according to the Laws and Customs of such Hindoo Natives the said Coommadepoondy Cooky Chitty then and there became liable to pay the said Sum of Eight Hundred and Five and forty three eightieth Star Pagodas, with the Interest thereon according to the tenor and effect of the said Note - And being so liable he the said Coommadepoondy Cooky Chitty in Consideration thereof in his life time afterwards to wit on the same day and year first aforesaid, at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Naida= =yagel Narrain Pillay in his life time to pay him the said Sum of Eight Hundred and Five and forty three eighteenth Star Pagodas in the said Note in writing Mentioned with the Interest thereon after the rate aforesaid, according to the tenor and effect of the said Note in writing - And whereas also the said Coommadepoondy Cooky Chitty in his life time afterwards to wit on the Eleventh day of April in the year of Christ one Thousand Seven Hundred and Ninety two at Fort Saint George Madras aforesaid by his Certain other Note in writing in the Malabar Language, the date whereof is on the day and year last aforesaid acknowledged to have

Fourth Term 1804

have borrowed and received of the said Naidanayeh Narrain
Pillay the Sum of Five hundred Star Pagodas Current Money
of Madras, which Sum with all such Interest as should or
might become due thereon at the rate of Twelve per Cent per annum
Commencing from the date of the said last Mentioned Note he the
said Coommadesproondy Cooty Chitty did thereby engage to pay
in the Manner following (that is to say) the Interest Monthly
and the Principal on demand By Means whereof and according
to the Laws and Customs of such Hindoo Natives he said
Coommadesproondy Cooty Chitty then and there became liable to pay
the said last Mentioned Sum of Five hundred Star Pagodas
with the Interest thereon, according to the tenor and Effect of
the said last Mentioned Note and being so liable he the
said Coommadesproondy Cooty Chitty in Consideration thereof in his
life time afterwards to wit on the same day and year last
aforesaid at Fort Saint George Madras aforesaid undertook
and then and there faithfully promised the said Naidanayeh
Narrain Pillay in his life time to pay him the said Sum of
Five hundred Star Pagodas in the said last Mentioned Note
Specified, with the Interest thereon after the rate last aforesaid
according to the tenor and effect of the said last Mentioned
Note- And whereas also the said Coommadesproondy Cooty
Chitty in his life time afterwards to wit on the First
Day of May in the Year of Christ one thousand Seven hundred
and Ninety four at Fort Saint George Madras aforesaid

was indebted to the said Naidavoyel Narraina Pillay in his life
time in the Sum of Four Thousand Star Pagodas of like Current
Money of Madras aforesaid for so much Money by the said Naida
=voyel Narraina Pillay in his life time before that time lent
and advanced to the said Commadepoondy Cooty Chitty in his
life time and at his Special Instance and Request and
being so indebted he the said Commadepoondy Cooty Chitty
in his life time in Consideration thereof afterwards to wit
on the same day and Year last aforesaid at Fort St George
Madras aforesaid undertook and then and there faithfully
promised the said Naidavoyel Narraina Pillay to pay him
the said last mentioned Sum of Money when he the said
Commadepoondy Cooty Chitty should be thereunto afterwards
requested - And whereas also the said Commadepoondy
Cooty Chitty in his life time afterwards to wit on the
same day and year last aforesaid at Fort Saint George
aforesaid was indebted to the said Naidavoyel
Madras Narraina Pillay in his life time in the further Sum of
Four Thousand Star Pagodas of like Current Money
of Madras for so much Money by the said Naidavoyel
Narraina Pillay in his life time before that time laid
out Expended and paid for the said Commade=
=poondy Cooty Chitty in his life time and at his Special
instance and Request And being so indebted he the
said Commadepoondy Cooty Chitty in his life time
in

in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Naidanayek Narrain Pillay to pay him the said last mentioned Sum of Money when he the said Coommadepoondy Cootty Chitty should be thereunto afterwards Requested - And Whereas also the said Coommadepoondy Cootty Chitty in his life time afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid accounted with the said Naidanayek Narrain Pillay in his life time of and Concerning diuers other Sums of Money before that time due and owing from the said Coommadepoondy Cootty Chitty to the said Naidanayek Narrain Pillay and then being in arrear and unpaid - And upon that accounting the said Coommadepoondy Cootty Chitty was then and there found to be in arrear and indebted to the said Naidanayek Narrain Pillay in his life time in the further Sum of Four thousand Star Pagodas of like Current Money of Madras And being so found in arrear and indebted he the said Coommadepoondy Cootty Chitty in his life time in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Naidanayek Narrain Pillay to pay him the said last Mentioned Sum of Money when he the said Coommadepoondy Cootty Chitty should be thereunto afterwards Requested - Yet

the

Yet the said Commadepoondy Cooky Chitty in his life time, and the said Naugummy as such Personal Representative as aforesaid since his decease, not regarding the said several promises and Undertakings of the said Commadepoondy Cooky Chitty so by him made in Manner and forme aforesaid but Contriving and fraudulently intending craftilly and subtilly to deceive and defraud the said Naidavoyel Narraina Pillay in his life time and the said Naiddavoyel Iyah Pillay personal Representative as aforesaid since the decease of the said Naidavoyel Narraina Pillay have not nor hath either of them yet paid the said several sums of Money or any of them, or any part thereof, either to the said Naidavoyel narraina Pillay in his life time, or to the said Naidavoyel Iyah Pillay personal Representative as aforesaid since his decease: Calth: to pay the same the said Commadepoondy Cooky Chitty in his life time to wit on the Tenth day of September in the year of Christ one thousand seven hundred and ninety six and often afterwards to wit at Fort Saint George Madras aforesaid. and the said Naugummy as such personal Representative as aforesaid since his decease, to wit on the Second day of January in the year of Christ one thousand eight hundred and one at Fort Saint= =George Madras aforesaid were respectively requested as well by the said Naidavoyel Narraina Pillay in his life time as by the

Fourth Term 1804

the said Naidavoyel Syah Pillay personal Representative as aforesaid since his decease) But the said Commadepoondy Cooky Chitty in his life time, and the said Naugummy as his personal Representative as aforesaid since his death to pay the same, or any part thereof to the said Naidavoyel Narraina Pillay in his life time, or to the said Naidavoyel Syah Pillay personal Representative as aforesaid since his deceased, have, and each of them hath ~~hitherto~~ wholly refused. and the said Naugummy as his personal Representative as aforesaid still refuses to pay the same or any part thereof to the said Naidavoyel Syah Pillay personal Representative as aforesaid - To the Damage of the said Naidavoyel Syah Pillay personal Representative as aforesaid of five Thousand Star Pagodas and therefore he brings Suit &c

And Now in this First Term in the Year one Thousand eight hundred and Four that is to say on the second day of February to which day was given as well to the said Naidavoyel Syah Pillay as to the said Naugummy and the said Naugummy says nothing in bar or preclusion of the said action of the said Naidavoyel Syah Pillay by which the said Naidavoyel Syah Pillay remains therein undefended against the said Naugummy for which the said Naidavoyel Pillay ought to recover his damages by occasion of the Premises and afterwards to wit on the Seventeenth day of the said Month of February in the Term last aforesaid the said Court having diligently enquired what Damages the said Naidavoyel Syah Pillay hath sustained as well

by

by the Means aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended do find and Adjudge that the said Nadavoyel Iyah Pillay hath sustained damages by Occasion of the premises over and above his Costs and Charges to Three Thousand three hundred and Ninety five Pagodas Six Fanams and fifteen Cash and for those Costs and Charges to one hundred and Ninety six Pagodas and Seven Fanams – Therefore it is Considered that the said Nadavoyel Iyah Pillay recover against the said Naugummy his Damages and Costs aforesaid by the Court aforesaid found and adjudged which damages Costs and Charges in the whole amount to Three Thousand five hundred Ninety one Pagodas thirteen Fanams and fifteen Cash to be levied of the Goods and Chattels which were of the said Commadepoody Cooty Chitty at the time of his death in the hands of the said Naugummy as his personal Representative as aforesaid to be Administered if she hath so much thereof in her hands to be administered and if she hath not so much thereof in her hands to be Administered then one hundred and Ninety Six Pagodas and Seven Fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the Proper Goods and Chattels of the said Naugummy and the said Naugummy in Mercy &c

Judgment signed for the Plaintiff the 19th day of Sept. 1804 –

mercy.

And Thereupon the said Nadavoyel Iyah Pillay Personal Representative of the said Naidavoyel Narrain Pillay deceased by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses, Lands, Debts and other Effects which were of the said Commadepoondy Cooty Chitty at the time

Writ of Execution issued 19th Sept. 1804

Fourth Term 1804

of his death in the hands of the said Naugummy as his personal Represen-
=tative, as aforesaid, to be administered, the Sum of three thousand
five hundred and ninety one Pagodas thirteen Fanams and fifteen
Cash, if she hath so much thereof in her Lands to be Administered,
and if she hath not so much thereof in her Lands to be
Administered, then one hundred and Ninety six Pagodas and
Seven Fanams Parcel of the damages aforesaid, being for the
Costs and Charges aforesaid, to be levied of the Proper Goods
and Chattels of the said Naugummy - And it is granted
unto him Returnable here on the 19th day of October Next -

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras } Vadoo Ummall widow of Mannevaukom Raumasawmy Moodaliar deceased and the Representative according to the Laws and Customs of the Hindoos intitled to the Succession to & administration of the Goods, Chattels, and Credits which were belonging to the said Mannevaukom Raumasawmy Moodaliar at the time of his death who in his life time was a Hindoo Inhabitant of Madras and who died intestate, sueth in her place Emanuel Samuel her attorney against Yanamanrum Soobbiah an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court - in a Plea of Trespass on the Case -

Fort St George Madras } The said Yanamundrum Soobiah in his person at the suit of the said Vadoo Ummall widow and Representative of Mannevaukom Raumasawmy Moodaliar deceased, as aforesaid, in the Plea aforesaid -

Fort St George Madras } Be it remembered That in the First Term in the Year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Vadoo Ummall widow of Mannevaukom Raumasawmy Moodaliar deceased and the Representative according to the Laws and Customs of the Hindoos entitled to the Succession to and administration of the Goods Chattels and

and Credits which were belonging to the said Mannevan Kom
Raumasawmy Moodaliar at the time of his death who in
his Life time was a Hindoo Inhabitant of Madras and
who died Intestate by Emanuel Samuel her attorney and
brought into the said Court then Here her certain Plaint against
Yanamundrum Soobbiar in a Plea of Trespass on the Case,
and there are Pledged for the Prosecution to wit John Doe and
Richard Roe which said Plaint follows in these words ---

Plaintiff a Sumpsit filed 4th February 1804

Madras to wit Vadoo Ummall widow of Mannevan Kum
Raumasawmy Moodaliar deceased and the Representative
according to the Laws and Customs of the Hindoos entitled
to the Succession to and Administration of the Goods,
Chattels and Credits which were belonging to the said
Mannevan Kom Raumasawmy Moodaliar at the time of his
death who in his Life time was a Hindoo Inhabitant
of Madras and who died Intestate by Emanuel Samuel
her attorney Complains of Yanamundrum Soobbiar an
Inhabitant of Madras and as such a Person
Subject to the jurisdiction of this Honble Court - For that
Whereas the said Yanamundrum Soobbiar on the Twenty fifth
day of December in the Year of Christ one Thousand Seven
hundred and Ninety Six, to wit, at Madras made
his Certain Instrument in writing in the Malabar

Language

Supreme Court

1804

Record of Judgment

Roll 19th

25
25
25
25
100

Language purporting to be and Commonly called a Malabar
Bond his own proper hand being thereunto Subscribed and
bearing date the day and year aforesaid, and then and there
delivered the same Instrument in writing to the said Mannevaukom
Raumasawmy Moodeliar in his life time, by which said
Instrument in writing the said Yanamanrum Soobbiar acknowledge
that on the day of the making thereof he had in Consequence of
his urgent occasion borrowed and received of the said Manne-
=vaukom Raumasawmy Moodaliar the Sum of one hundred and
fifty Star Pagodas Current Money of Madras and did
thereby engage to repay to the said Mannevaukom Raumasawmy
Moodaliar the same sum on or before the thirtieth day of June
with all such Interest as should or might become due
thereon at the rate of twelve per cent per annum - By means
whereof the said Yanamanrum Soobbiar became liable to pay
to the said Mannevaukom Raumasawmy Moodeliar in his
life time the said Sum of Money in the said Instrument in
writing Specified according to the tenor and Effect of the said
Instrument in writing - And being so liable he the said
Yanamanrum Soobbiar in Consideration thereof afterwards
to wit on the same day and Year aforesaid at Madras
aforesaid undertook and then and there faithfully promised
the said Mannevaukom Raumasawmy Moodaliar to pay
him the said Sum of Money in the said instrument in writing
Specified according to the tenor and effect of the said
Instrument

instrument in writing - And whereas the said Yanamanrum Soobbiar afterwards to wit on the first day of January in the Year of Christ One Thousand eight Hundred and three - at Madras aforesaid was indebted to the said Mannevaukom Raumasawmy Moodaliar in his life time in the Sum of Five Hundred Star Pagodas of the Current Money of Madras for Money by the said Mannevaukom Raumasawmy Moodaliar before that time lent and advanced to the said Yanamanrum Soobbiar and at his Special instance and request - And being so indebted he the said Yanamanrum Soobbiar in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mannevaukom Raumasawmy Moodeliar to pay him the said last Mentioned Sum of Money when he the said Yanamanrum Soobbiar should be thereto afterwards requested And Whereas the said Yanamanrum Soobbiar afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Mannevaukom Raumasawmy Moodaliar in his life time in the further Sum of Five Hundred Star Pagodas of like lawful current Money of Madras for Money by the said Mannevaukom Raumasawmy Moodaliar before that time laid out & Expended and paid for the said Yanamanrum Soobbiar and at his like Special instance and request - And being so indebted he the said Yanamanrum Soobbiar in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras

aforesaid, undertook and then and there faithfully promised the said Mannevaukom Raumasawmy Moodaliar in his life time to pay him the said last mentioned Sum of Money when he the said Yanamanrum Soobbiar should be thereto afterwards requested And whereas also the said Yanamanrum Soobbiar afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Mannevaukom Raumasawmy Moodaliar in his life time in the further Sum of Five hundred Star Pagodas of like lawful Current Money of Madras for Money by the said Yanamanrum Soobbiar before that time had and received to the use of the said Mannevaukom Raumasawmy Moodaliar - and being so indebted he the said Yanamanrum Soobbiar in Consideration thereof, afterwards to wit on the same day and Year last aforesaid, at Madras aforesaid undertook, and then and there faithfully promised the said Mannevaukom Raumasawmy Moodeliar to pay him the said last Mentioned Sum of Money when he the said Yanamanrum Soobbiar should be thereto afterwards requested - And whereas the said Yanamanrum Soobbiar afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Mannevaukom Raumasawmy Moodaliar in his life time of and Concerning diver Other Sums of Money before that time due and owing from the said Yanamanrum Soobbiar to the said

Mannevaukom

Mannevan Kom Ramasawmy Modaliar and then being in arrear
and unpaid and upon that accounting the said Yamamurum
Soobbiar was then and there found to be in arrear and indebted
to the said Mannevan Kom Ramasawmy Moodeliar in the further
Sum of Five hundred Star Pagodas of the like Current
Money of Madras and being so found in arrear and indebted
he the said Yamamurum Soobbiar in Consideration thereof
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faithfully
promised to the said Mannevan Kom. Ramasawmy Moodaliar
in his life time to pay him the said last mentioned Sum of
Money when he the said Yamamurum Soobbiar should be
thereto afterwards requested - Yet the said Yamamurum
Soobbiar not regarding his said Several promises and undertakings
so by him in manner and form aforesaid made but Contriving
and fraudulently intending Craftily and Subtilly to deceive
and defraud the said Mannevan Kom Ramasawmy Moodeliar
in his Life time and the said Vadoo Ummall Widow and
Representative as aforesaid of the said Mannevan Kom
Ramasawmy Moodaliar since his decease in his behalf
hath not yet paid the said Several Sums of Money or
any or either of them or any part thereof to the said
Mannevan Kom Ramasawmy Moodeliar in his life time
or to the said Vadoo Ummall Widow and Representative
as aforesaid since his decease - (although so to do he

the said Yamamurum Soobbiar was requested by the said Mannevan Kom Raumasawmy Moodeliar in his life time to wit on the day and year last aforesaid and by the said Vadoo Ummall widow and Representative as aforesaid since the decease of the said Mannevan Kom Raumasawmy Moodeliar to wit on the second day of January in the year of Christ one thousand eight hundred and four and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Mannevan Kom Raumasawmy Moodaliar in his life time or to the said Vadoo Ummall his widow and Representative as aforesaid since the decease of the said Mannevan Kom Raumasawmy Moodeliar the said Yamamurum Soobbiar hath hitherto wholly refused and still doth refuse To the damage of the said Vadoo Ummall of Five hundred Star Pagodas and therefore she brings Suit &c

And the said Yamamurum Soobbiar not having been found within the jurisdiction of this Court and (although solemnly required by Proclamation in Open Court from time to time Made according to the Course and practise of this Court to appear) not having appeared on the last day - therefore by the Court given unto him this Court doth proceed Exparte to hear Examine and determine the said Plaints and Suits or Cause of action of the said Vadoo Ummall widow and to give Judgment therein and to award Costs to be paid

Fourth Term 1804

in such Manner as the Court shall think just - and a day is therefore given to the said Vadoo Ummall to Come before the Court here and verify her said Plaint in such Manner as it shall behove her - On which day being the 31st day of July in this Third Term in the year one thousand eight hundred and four comes the said Vadoo Ummall Widow by her said attorney and the Justices of this Court having Examined and Considered the Allegations of the said Vadoo Ummall in this behalf and having also Examined and Considered the depositions of Witnesses adduced by the said Vadoo Ummall in Support of her said Allegations - It appears to the said Justices that the said Yanamanrum Soobbiar did undertake and promise in Manner and form as the said Vadoo Ummall hath above thereof Complained against him - And this Court doth assess the Damages sustained by the said Vadoo Ummall by Reason of the Non-performance by the said Yanamendram Soobbiar of those promises and undertakings at the Sum of Two hundred and Eighty nine Star Pagodas and doth also award to the said Vadoo Ummall for her Costs and Charges laid out by her about her Suit in this behalf the Sum of one hundred and forty eight Pagodas and five Fanams - It is therefore Considered by the Court here that the said Vadoo Ummall do recover against the said Yanamanrum Soobbiar her damages aforesaid

Judgment signed for the Plaintiff the 21st day of Sept. 1804 -

so as aforesaid assessed and also her said Costs and Charges so as aforesaid awarded by the Court here adjudged to the said Vadoo Ummall — and with her assent which said Damages Costs and Charges amount in the whole to the Sum of Four hundred and thirty seven Pagodas and five Fanams — and the said Yanamunrum Soobbiar in Mercy &c

mercy

Whereupon the said Vadoo Ummall by Emanuel Samuel her attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Yanamunrum Soobbiar the Sum of four hundred and thirty seven Pagodas and five Fanams — and it is granted unto her returnable here on the 10th day of October next —

Writ of Execution issued on the 21st Sept.r 1804 —

Fourth Term 1804-

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - the Honble Sir Henry Gwillim Knight, and the Honble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the fourth Term in the year of our Lord one thousand eight hundred and four -

Fort St. George Madras - } Cattery Latchmana Naicker puts in his place Fownes Disney his attorney against Tamboo Latchmy ummah personal Representative of Tamboo Vencattammall deceased in a Plea of Trespass on the case -

Fort Saint George Madras - } The said Tamboo Latchmy Ummah in her own proper person at the Suit of the said Cattery Latchmana Naicker, in the Plea aforesaid.

Fort Saint George Madras - } Be it remembered that in the Vacation after the Third Term in the year one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Cattery Latchmana Naicker by Fownes Disney his attorney and brought into the same Court then there his certain Plaint against Tamboo Latchmy Ummah personal Representative of Tamboo Vencattammall deceased in a Plea of Trespass on the case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort Saint George Madras ss Cattery Latchmana Naicker of Madras Inhabitant by Fownes Disney his

Plaint in Assumpsit filed 18th August 1804 -

Representative of Tamboo Venca Hammall deceased according to the Laws and Customs of such Hindoo Natives of India, living — Inhabitants of Madras, and as such liable to the jurisdiction of this Hon'ble Court - For that Whereas the said Tamboo Venca Ham = mal deceased in her life time heretofore to wit on the Fifteenth day of April in the Year one thousand and eight hundred at Madras aforesaid Made her Certain Note in writing in the Malabar Language according to the Custom of such Hindoo Natives of India, her own proper hand being thereunto Subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Cattery Latchmana Naicker, by which said Note, she the said Tamboo Venca Hammall acknowledged to have borrowed and received of the said Cattery Latchmana Naicker the Sum of one hundred and fifty Pagodas, Current Money of Madras which Sum the said Tamboo Venca Hammall did thereby engage to repay to the said Cattery Latchmana Naicker on or before the Tenth day of September with all such interest as should or might become due thereon at the rate of Twelve per Cent per annum by Reason whereof and according to the Laws and Customs of such Hindoo Natives of India she the said Tamboo Venca Hammall then and there became liable to pay to the said Cattery Latchmana Naicker the said Sum of Money in the said Note Contained according to the tenor and Effect of the said Note -

and

and being so liable she the said Tamboo Vencatammall in her life time in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Cattery Latchmana Naicker to pay him the said sum of Money in the said Note Contained, when she should be thereunto afterwards Requested — And Whereas the said Tamboo Vencatammall was indebted to the said Cattery Latchmana Naicker in Other Sum of Two Hundred Star Pagodas Current Money of Madras aforesaid for so much money by the said Cattery Latchmana Naicker before that time Lent and advanced to the said Tamboo Vencatammall in her life time at Her Special instance and Request — and being so indebted she the said Tamboo Vencatammall in her life time in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Cattery Latchmana Naicker to pay him the said last Mentioned Sum of Money when she should be thereunto afterwards Requested — And Whereas also the said Tamboo Vencatammall afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Cattery Latchmana Naicker in Other Sum of Two Hundred Star Pagodas of Current Money of Madras aforesaid for so much Money by the said Tamboo Vencatammall in her life time before that time Laid and Received to and for the Use of the said Cattery Latchmana Naicker, and being so indebted, she the said Tamboo Vencatammall in her life in Consideration thereof afterwards to wit the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Cattery Latchmana

Naicker to pay him the said last Mentioned Sum of money when
she should be thereunto afterwards requested — And whereas
also the said Tamboo Vencatammall in her life time afterwards
to wit on the day and Year aforesaid at Madras aforesaid
accounted together with the said Cattery Latchmana Naicker
of and Concerning divers other Sums of money before that
time due and owing from the said Tamboo Vencattammall to
the said Cattery Latchmmana Naicker and then being in
arrear and unpaid and upon that account the said Tamboo
Vencattammall was then and there found to be in arrear and
indebted to the said Cattery Latchmana Naicker in other Sum of
Two Hundred Star pagodas of lawful Money of Madras, and
being so found in arrear and indebted she the said Tamboo
Vencatammall in her life time in Consideration thereof
afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid undertook and then and there faithfully
promised the said Cattery Latchmana Naicker to pay him the
said last Mentioned Sum of Money when she the said Tamboo
Vencattammall should be thereunto afterwards requested —
Yet the said Tamboo Venca Tammall in her life time and
the said Tamboo Latchmy ammall Representative as
aforesaid since her decease not regarding the said Several
promises and Undertakings in Manner and form aforesaid
Made but Contriving and fraudulently intending Craftilly
and Subtilly to deceive and defraud the said Cattery Latchmana
Naicker in this respect hath not yet paid to him the said

Several

Several Sums of Money or any or either of them or any part thereof, although so to do, the said Tamboo Vencattammall in her life time and the said Tamboo Latchmy ummall Representative as aforesaid since her decease was and were requested but to pay the same or any part thereof, the said Tamboo Vencattammall in her life time and the said Tamboo Latchmy ummah Representative as aforesaid since the death of the said Tamboo Vencattammah have and each of them hath wholly refused on the said Tamboo Latchmy ummah Representative as aforesaid Still do refuse to the damage of the said Cattery Latchmana Naicker of Four Hundred pagodas and therefore he brings his Suit &c

Plea of Confession filed 21st Sept 1804

And the said Tamboo Latchmy ummah personal Representative of Tamboo Vencattammah deceased, in her own proper person comes and defends the wrong and injury when &c and Says, that she Cannot deny the said action of the said Cattery Latchmana Naicker, nor but that she did undertake and promise in Manner and form as the said Cattery Latchmana Naicker hath above thereof Complained against her, nor but that he the said Cattery Latchmana Naicker hath sustained damages by Occasion of the non performance of the said several promises and undertakings to the Sum of Two Hundred and Twenty nine Star pagodas as he the said Cattery Latchmana Naicker hath above in his said Declaration supposed, and thereupon the said Cattery Latchmana Naicker prays that the damages so acknowledged together with his Expences and Costs

Judgment by Confession filed the 21st Sept 1804 -

laid out by him about his Suit in this behalf may be adjudged to him &c Therefore it is Considered, that

Tamboo Lutchmy Ummah personal Representative as aforesaid his damages aforesaid so by him in form aforesaid acknowledged, and also the Sum of Fifty eight Star Pagodas Twenty two Fanams and Sixty Cash for his Costs and Charges by the Court here adjudged to the said Cattery Latchmana Naicker by his Attorney which damages in the whole amount to the Sum of Two Hundred and eighty seven Pagodas Twenty two Fanams and Sixty Cash to be Levied of the Goods and Chattels which were of the said Tamboo Vencattammah deceased at the time of her death in the Lands of the said Tamboo Latchmy Ummah personal Representative as aforesaid to be Administered, if she hath so much in her hands to be Administered And if she hath not so much thereof in her hands to be Administered, then the Sum of Fifty eight Star Pagodas Twenty two Fanams and Sixty cash so awarded as aforesaid, for the Costs and Charges of the said Cattery Latchmana Naicker to be Levied of the proper Goods and Chattels of the said Tamboo Latchmy ummah- and that the said Cattery Latchmana Naicker have Execution thereof -

And thereupon the said Cattery Latchmana Naick by his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam

to

to Cause him to levy and Make of the Houses, Lands, Debts and Other Effects which were of the said Tamboo Venca Ramall at the time of her death in the Lands of the said Tamboo Latchmymmah as her personal Representative, to be administered, the Sum of Two hundred and eighty Seven Pagodas, twenty two fanams and Sixty cash, if she hath so much thereof in her hands to be administered, and if she hath not so much thereof in her hands to be administered, then fifty eight Pagodas, twenty two fanams & Sixty cash parcel of the damages aforesaid being for the Costs & Charges aforesaid to be levied of the Proper Goods and Chattels of the said Tamboo Latchmymmah — and it is granted unto him, returnable here on the 22d October next

Writ of Execution issued the 21st Sept 1804

Pleas Before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature of Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } William Abbott and Richard Arthur Maitland put in their place Emanuel Samuel their attorney against Auvadanum Paupia Braminy in a Plea of Trespass on the Case -

Fort St. George Madras } The said Auvadanum Paupia Braminy puts in his place Charles Walters and James Sutherland his attornies at the Suit of the said William Abbott and Richard Arthur Maitland in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came William Abbott and Richard Arthur Maitland by Emanuel Samuel their attorney and brought into the same Court then there their certain Plaint against Auvadanum Paupia Braminy in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - that is to say -

Plaintiff Assumpsit filed 12th Septr 1803 -

Madras to wit William Abbott and Richard Arthur Maitland by Emanuel Samuel their attorney Complain of Auvadanum Paupia

Braminy

Brahmny a Hindoo Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For That Whereas heretofore to wit on the thirty first day of August in the year of Christ one thousand eight hundred and one to wit at Madras the said Suwada Danum Paupia Made and drew his Certain Bill of Exchange in writing his own proper hand being thereunto subscribed and bearing date the same day and year aforesaid and then and there directed the said Bill of Exchange to certain Persons Carrying on trade and Commerce in parts beyond the seas (that is to say at London within the then Kingdom of Great Britain and the now united Kingdom of Great Britain and Ireland) under the Names and by the Style and firm of Gilbert Ross and Andrew Burgie (by their Names Style and firm aforesaid and by the addition of Messrs Gilbert Ross and Andrew Burgie London) by which said Bill of Exchange the said Suwadanum Paupia required the said Persons so carrying on trade and Commerce by the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid at Eight Months after sights of that his first of Exchange the second of the same tenor and date not being paid to pay to one Samuel Johnston and one James Stuart Hall (by the Names and by the addition of Messrs Samuel Johnston and James Stewart Hall) or their order the Sum of Three Thousand Pounds Sterling (that is to say of Lawful Money of the then Kingdom of Great Britain and of the now United Kingdom of Great Britain and Ireland aforesaid) as per advice from him the said Suwadanum Paupia and the said Suwadanum Paupia then and there (that is to say on the same day and year aforesaid at Madras aforesaid) delivered the said Bill of Exchange to the said Samuel Johnston and James Stuart Hall and the said Samuel Johnston and James Stuart

Hall to whom or to whose order the Payment of the said Sum of
Money in the said Bill of Exchange Mentioned was by the said Bill
of Exchange to be Made - afterwards and before the Payment of
the said Sum of Money Mentioned in the said Bill of Exchange to
wit on the same day and year aforesaid at Madras aforesaid
indorsed the said Bill of Exchange the proper hand of one of them
for himself and the other of them being to such endorsement
Subscribed according to the said Usage and Custom of Merchants
and by that indorsement the said Samuel Johnston and
James Stuart Hall appointed the Contents of the said Bill
of Exchange to be paid to the said William and Richard
Arthur - and the said Samuel Johnston and James Stuart
Hall then and there delivered the said Bill of Exchange
so indorsed to the said William and Richard Arthur -
And the said William and Richard Arthur aver that
afterwards to wit on the thirty first day of March in the
year of our Lord one thousand eight hundred and two at London
aforesaid within the United Kingdom of Great Britain and
Ireland aforesaid to wit at Madras aforesaid the said Bill
of Exchange so indorsed as aforesaid was presented and
shewn to the said Persons so carrying on Trade and
Commerce at London as aforesaid under the Names and
by the Style and Firm aforesaid of Gilbert Ross and Andrew
Burgie for their acceptance thereof according to the said
Usage and Custom of Merchants - and that the said
Persons so carrying on Trade and Commerce by the Style
and

and firm of Gilbert Ross and Andrew Burgie as aforesaid then and there (that is to say - on the day and year and place last aforesaid) had sight of the said Bill of Exchange and had notice of the said indorsement so made thereon as aforesaid and were requested to accept the said Bill according to the said usage and Custom - and that the said Persons so carrying on Trade and Commerce under the Style and firm aforesaid of Gilbert Ross and Andrew Burgie as aforesaid did not nor would upon such Sight of the said Bill of Exchange accept the same Bill of Exchange but then and there wholly refused to accept the same - And the said William and Richard Arthur also avers that afterwards to wit on the third day of December in the year of our Lord one thousand eight hundred and two aforesaid (being the day on which the said Bill of Exchange became due and payable according to the said usage and Custom) at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid the said Bill of Exchange so indorsed as aforesaid was presented and shewn to the said Persons carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and firm aforesaid of Gilbert Ross and Andrew Burgie for payment of the Contents thereof and that the said Persons were then and there required to pay the Contents of the same Bill to the said William and Richard Arthur according to the tenor and Effect of the said Bill and of the said indorsement so made thereon as aforesaid but that the said Persons so Carrying on Trade and Commerce under the said Style and firm of

Gilbert Ross and Andrew Burgie as aforesaid did not then and there nor at any other time or place pay the said Sum of Money in the said Bill of Exchange mentioned but Neglected and Refused so to do — and therein wholly failed and made default And thereupon the said William and Richard Arthur on the day and year last aforesaid at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid caused the said Bill of Exchange to be duly Protested for the non-payment thereof of all which said Several Premises the said Awadanum Paupia afterwards to wit on the twenty second day of August in the year of our Lord one thousand eight hundred and three at Madras aforesaid had Notice By reason whereof and by force of the said Custom and the Law of Merchants the said Awadanum Paupia became liable to pay to the said William and Richard Arthur the said Sum of Money in the said Bill of Exchange mentioned when he the said Awadanum Paupia should be thereto afterwards Requested — and being so liable he the said Awadanum Paupia in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Richard Arthur to pay them the said Sum of Money in the said Bill of Exchange Mentioned when he the said Awadanum Paupia should be thereto afterwards Requested with this that the said William and Richard Arthur will verify that the second of the same tenor and date in the said Bill of Exchange

Mentioned

Mentioned is not yet paid to wit at Madras aforesaid - And
Whereas aforesaid to wit on the said thirty first day of August
in the Year of Christ one thousand eight hundred and one aforesaid
at Madras aforesaid the said Arivadanum Paupia Made and drew
his Certain other Bill of Exchange in writing his own proper hand
being thereunto Subscribed and bearing date the day and year
last aforesaid and then and there directed the said last mentioned
Bill of Exchange to the said Persons Carrying on Trade and Commerce
in part beyond the Seas (that is to say) at London within the
then Kingdom of Great Britain and the now United Kingdom of Great
Britain and Ireland) under the Names and by the Style and Firm of
Gilbert Ross and Andrew Burge (by their Names Style and Firm
aforesaid and by the Addition of Messrs Gilbert Ross & Andrew
Burgie London) By which said Bill of Exchange last Mentioned
the said Arivadanum Paupia Requested the said Persons so Carrying
on Trade and Commerce by the Names Style and Firm of Gilbert Ross
and Andrew Burgie as aforesaid at Eight Months after Sight
of that his first of Exchange the second of the same tenor and date
not being paid to pay to the said Samuel Johnston and the said
James Stuart Hall (by the Names and by the Addition of Messrs
Samuel Johnston and James Stuart Hall) or their Order the sum
of Three thousand Pounds Sterling (that is to say of Lawful
Money of the then Kingdom of Great Britain and of the now United
Kingdom of Great Britain and Ireland aforesaid) as per advice
from him the said Arivadanum Paupia - and the said Arivadanum
Paupia then and there (that is to say on the same day and year

Last aforesaid at Madras aforesaid / delivered the said Bill of
Exchange last mentioned to the said Samuel Johnston and James
Stuart Hall - And the said William and Richard Arthur in
fact say that before the day and time next hereinafter mentioned
to wit on the Seventeenth day of March in the Year of our Lord
one thousand eight hundred and two at Madras the said
Samuel Johnston died - and the said James Stuart Hall
(to whom and the said Samuel Johnston the payment of the
said Sum of Money Specified in the said Bill of Exchange
last Mentioned was by the said Bill of Exchange last
Mentioned to be made - and to whom having survived
the said Samuel Johnston the said Sum of Money became
by the said last mentioned Bill of Exchange payable)
afterwards and before the payment of the said Sum of
Money Specified in the said Bill of Exchange last
Mentioned to wit on the Twenty fourth day of March in
the Year of our Lord one thousand eight hundred and
two aforesaid at Madras aforesaid indorsed the said
Bill of Exchange last mentioned his own proper hand
writing to such last mentioned indorsement subscribed
according to the said usage and Custom of Merchants
and by that indorsement the said James Stuart Hall
ordered and appointed the Contents of the said last
Mentioned Bill of Exchange to be paid to the said

William

William and Richard Arthur and the said James Shaw Hall then and there (that is to say on the day and year last aforesaid at Madras aforesaid) delivered the said last mentioned Bill of Exchange so indorsed as aforesaid to the said William and Richard Arthur and the said William and Richard Arthur ever since afterwards to wit on the thirty first day of March in the year of our Lord one thousand eight hundred and two at London aforesaid within the United Kingdom of Great Britain and Ireland aforesaid to wit at Madras aforesaid the said last mentioned Bill of Exchange so indorsed as aforesaid was presented and shewn to the said Persons so Carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and firm aforesaid of Gilbert Ross and Andrew Burgie for their acceptance thereof according to the said Usage and Custom of Merchants - and that the said Persons so Carrying on Trade and Commerce by the Style and firm aforesaid of Gilbert Ross and Andrew Burgie as aforesaid then and there (that is to say on the day and year and place last aforesaid) had sight of the said Bill of Exchange last Mentioned and had notice of the said Indorsement so made thereon as aforesaid and were requested to accept the said Bill of Exchange last Mentioned according to the said Usage and Custom and that the said Persons so Carrying on Trade and Commerce under the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid did not nor would upon such Sight of the said Bill of Exchange last Mentioned accept the same last Mentioned Bill of Exchange but then and

there wholly refused to accept the same — And the said William and Richard Arthur also afterwards to wit on the third day of December in the Year of our Lord one thousand eight hundred and two aforesaid (being the day on which the said last mentioned Bill of Exchange became due and payable according to the said Usage and Custom) at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid the last mentioned Bill of Exchange so indorsed as aforesaid was presented and Shewn to the said Persons Carrying on Trade and Commerce at London aforesaid under the Names and by the Style and Firm aforesaid of Gilbert Ross and Andrew Burgie for Payment of the Contents thereof — and that the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid were then and there required to pay the Contents of the same last mentioned Bill of Exchange to the said William and Richard Arthur according to the Tenor and Effect of the said last Mentioned Bill of Exchange and of the said indorsement so made thereon as aforesaid — but that the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid did not then and there nor at any other time or place pay the said Sum of Money in the said last mentioned Bill of Exchange specified but Neglected and Refused so to do — and therein wholly failed and Made default and thereupon the said William and Richard Arthur on the day and Year last aforesaid at London

Hilarie Term 1804

London aforesaid within the United Kingdom aforesaid
to wit at Madras aforesaid Caused the said Bill of
Exchange last Mentioned to be duly protested for the
Nonpayment thereof & of all which said several Promises
last Mentioned the said Annadanum Paupia afterwards
to wit on the twenty second day of August in the Year
of our Lord one thousand eight hundred and three - at
Madras aforesaid had Notice By Reason whereof and
by Force of the said Custom and the Law of Merchants
the said Annadanum Paupia became liable to pay to the
said William and Richard Arthur the said Sum of
Money in the said last mentioned Bill of Exchange Specified
when he the said Annadanum Paupia should be thereto
afterwards Requested and being so liable he the said
Annadanum Paupia in Consideration thereof afterwards
to wit on the same day and Year last aforesaid at
Madras aforesaid undertook and then and there faithfully
promised the said William and Richard arthur to pay
to them the said Sum of Money in the said last Mentioned
Bill of Exchange Specified when he the said Annadanum
Paupia should be thereto afterwards Requested with
this Plea the said William and Richard arthur will
verify that the second of the same tenor and date
Mentioned in the said Bill of Exchange last Mentioned
is not yet paid to wit at Madras aforesaid - And
Whereas on the said thirty first day of August in

Stephen

Supreme Court

South. District Term 1804

Record of Judgment

Roll 20

the Year of Christ one thousand eight hundred and one aforesaid at Madras aforesaid the said Juvadanum Paupia Made and drew his Certain other Bill of Exchange in writing his own proper hand being thereunto Subscribed and bearing date the day and Year last aforesaid and then and there directed the said last Mentioned Bill of Exchange to the said Persons Carrying on Trade and Commerce in parts beyond the Seas (that is to say at London within the then Kingdom of Great Britain and the now United Kingdom of Great Britain and Ireland) under the Names and Style and Firm aforesaid of Gilbert Ross and Andrew Burgie (by their Names Style and Firm aforesaid and by the Addition of Messrs Gilbert Ross and Andrew Burgie London) By which said last Mentioned Bill of Exchange the said Juvadanum Paupia Requested the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid at eight Months after sight of that his first of Exchange the second of the same Tenor and date not being paid to pay to the said James Stuart Hall (by the Name or Names and by the Addition of Messrs Samuel Johnston and James Steward Hall) or his order the Sum of three thousand Pounds Sterling (that is to say of lawful Money of the then Kingdom of Great Britain and of the now United Kingdom of Great Britain and Ireland) as per advice from him the said Juvadanum Paupia - And the said Juvadanum Paupia then and there (that is to say on the same day and Year last aforesaid at Madras aforesaid)

delivered the said last mentioned Bill of Exchange to the said James Stuart Hall and the said James Stuart Hall to whom or to whose Order the Payment of the said Sum of Money in the said last Mentioned Bill of Exchange specified was by the said last Mentioned Bill of Exchange to be made afterwards and before the payment of the said Sum of Money mentioned in the said last mentioned Bill of Exchange to wit on the same day and Year last aforesaid at Madras aforesaid indorsed the said last mentioned Bill of Exchange his own proper hand being to such indorsement subscribed according to the said Usage and Custom of Merchants, And by that indorsement appointed the Contents of the last Mentioned Bill of Exchange to be paid to the said William and Richard Arthur and the said James Stuart Hall then and there delivered the said last Mentioned Bill of Exchange so indorsed to the said William and Richard Arthur - And the said William and Richard Arthur afterwards to wit on the thirty first day of March in the Year of our Lord one thousand eight hundred and two at London aforesaid within the United Kingdom of Great Britain and Ireland aforesaid to wit at Madras aforesaid the said last mentioned Bill of Exchange so indorsed as aforesaid was presented and shewn to the said Persons so Carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and Firm aforesaid of Gilbert Pole and Andrew

Burgie for their acceptance thereof according to the said Usage and Custom of Merchants - And that the said Persons so carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid then and there (that is to say on the day and year and place last aforesaid) had sight of the said Bill of Exchange last Mentioned and had notice of the said indorsement so made thereon as aforesaid - and were Requested to accept the said Bill of Exchange last Mentioned according to the said Usage and Custom - and that the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid did not nor would upon such Sight of the said Bill of Exchange last Mentioned accept the same last Mentioned Bill of Exchange but then and there wholly refused to accept the same - And the said William and Richard Arthur also aver that afterwards to wit on the third day of December in the Year of our Lord one thousand eight hundred and two aforesaid (being the day on which the said last Mentioned Bill of Exchange became due and Payable according to the said Usage and Custom) at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid the said last Mentioned Bill of Exchange so indorsed as aforesaid was presented and shewn to the said Persons Carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and Firm aforesaid of Gilbert Ross and Andrew Burgie for payment of the Contents thereof and that the said Persons so carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid were then and there required to pay the Contents of

of the same last Mentioned Bill of Exchange to the said William and Richard Arthur according to the tenor and Effect of the said last Mentioned Bill of Exchange and of the said indorsement so Made thereon as aforesaid - but that the said Persons so Carrying on Trade and Commerce by the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid did not then and there nor at any other time or place pay the said Sum of Money in the said last Mentioned Bill of Exchange Specified - but Neglected and Refused so to do and therein wholly failed and Made default - And thereupon the said William and Richard Arthur on the day and year last aforesaid at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid Caused the said Bill of Exchange last mentioned to be duly Protested for the Non payment thereof all which said several premises last Mentioned the said Auvadanum Paulia afterwards to wit on the twenty Second day of August in the Year of our Lord one thousand Eight hundred and three at Madras aforesaid had Notice - By reason whereof and by force of the said Custom and the Law of Merchants the said Auvadanum Paulia became liable to pay to the said William and Richard Arthur the said Sum of Money in the said last Mentioned Bill of Exchange Specified when he the said Auvadanum Paulia should be thereto afterwards Requested and being so liable he the said Auvadanum Paulia in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Richard Arthur to pay them the said Sum of Money in the said last Mentioned Bill of Exchange

Specified - When he the said Auwadanum Paupia should be thereto afterwards Requested - with this that he said William and Richard Arthur will verify that the second of the same tenor and date mentioned in the said Bill of Exchange last Mentioned is not yet paid to wit at Madras aforesaid - And Whereas on the said thirty first day of August in the year of Christ one thousand eight and one aforesaid at Madras aforesaid - the said Auwadanum Paupia made and drew his Certain other Bill of Exchange in writing his own proper hand being thereunto Subscribed and bearing date the same day and year last aforesaid and then and there directed the said Bill of Exchange last Mentioned to the said Persons Carrying on Trade and Commerce in parts beyond the Seas (that is to say at London in the then Kingdom of Great Britain and the now United Kingdom of Great Britain and Ireland aforesaid) under the Names and by the Style and firm of Gilbert Ross and Andrew Burgie by their Names and Style and firm aforesaid and by the Addition of Messrs Gilbert Ross and Andrew Burgie London) By which said Bill of Exchange last Mentioned the said Auwadanum Paupia Requested the said Persons so Carrying on Trade and Commerce by the Names Style and firm aforesaid of Gilbert Ross and Andrew Burgie as aforesaid at eight Months after sights of that his first of Exchange the second of the same tenor and date not being paid to pay to the said Samuel Johnston and the said James Stuart Hall (by the Names and by the Addition of Messrs Samuel Johnston and James

440

James Steuard Hall / or their order the Sum of three thousand Pounds Sterling that is to say of lawful Money of the then Kingdom of Great Britain and of the now United Kingdom of Great Britain and Ireland aforesaid / as per advice from Him the said Nuwadanum Paupia - and the said Nuwadanum Paupia then and there (that is to say on the same day and Year last aforesaid at Madras aforesaid) delivered the said Bill of Exchange last Mentioned to the said Samuel Johnston and James Stuart Hall - and the said Samuel Johnston and James Stuart Hall to whom or to whose the Payment of the said Sum of Money in the said last mentioned Bill of Exchange Mentioned was by the said last mentioned Bill of Exchange to be Made - afterwards and before the payment of the said Sum of money Specified in the said last mentioned Bill of Exchange to wit on the same day and Year last aforesaid at Madras aforesaid indorsed the said last Mentioned Bill of Exchange the proper hand of one of them for himself and the other of them being to such last Mentioned indorsement subscribed according to the said Usage and Custom of Merchants - And by that indorsement last Mentioned the said Samuel Johnston and James Stuart Hall appointed the Contents of the said last Mentioned Bill of Exchange to be paid to the said William and Richard arthur - and the said Samuel Johnston and James Stuart Hall then and there delivered the said last Mentioned Bill of Exchange so indorsed as aforesaid to the said William and Richard Arthur - and the said William and Richard Arthur over that afterwards to wit on the thirty first day of March in the year of our Lord one thousand eight hundred

and two. at London aforesaid within the United Kingdom of Great Britain and Ireland aforesaid to wit at Madras aforesaid the said last Mentioned Bill of Exchange so indorsed as aforesaid was presented and Shewn to the said Persons so carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and firm aforesaid of Gilbert Ross and Andrew Burgie for their acceptance thereof according to the said Usage and Custom of Merchants - and that the said Persons so Carrying on Trade and Commerce by the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid then and there (that is to say on the day and year and place last aforesaid) had sights of the said Bill of Exchange last Mentioned and had Notice of the said Indorsement so made thereon as aforesaid and were requested to accept the said Bill of Exchange last mentioned according to the said usage and Custom and that the said Persons so carrying on Trade and Commerce by the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid did not nor would upon such Sights of the said Bill of Exchange last mentioned accept the same last mentioned Bill of Exchange - but then and there wholly refused to accept the same and the said William and Richard arthur also aver that afterwards to wit on the third day of December in the Year of our Lord one thousand eight hundred and two aforesaid (being the day on which the said last mentioned Bill of Exchange became due and Payable according to the said Usage and Custom) at London aforesaid within the United Kingdom aforesaid

to

to wit at Madras aforesaid the said last Mentioned Bill of Exchange so indorsed as aforesaid was presented and Shewn to the said Persons Carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and firm aforesaid of Gilbert Ross and Andrew Burgie for payment of the Contents thereof and that the said Persons so Carrying on Trade and Commerce by the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid were then and there required to pay the Contents of the same last Mentioned Bill of Exchange to the said William and Richard Arthur according to the tenor and Effect of the said last Mentioned Bill of Exchange and of the said Indorsement so made thereon as aforesaid but the said Persons so Carrying on Trade and Commerce by the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid did not then and there nor at any other time or place pay the same sum of Money in the said last Mentioned Bill of Exchange Specified but neglected and refused so to do - and therein wholly failed and made default - and thereupon the said William and Richard Arthur on the day and year last aforesaid at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid caused the said Bill of Exchange last Mentioned to be duly protested for the non payment thereof of all which said Several Premises last Mentioned the said Nuvabanum Paupia afterwards to wit on the Twenty second day of August in the Year of our Lord one thousand eight hundred and three at Madras aforesaid had Notice By reason whereof and by force

Paupiah became liable to pay to the said William and Richard Arthur the said Sum of Money in the said last Mentioned Bill of Exchange Specified when he the said Auwadanum Paupia should be there to afterwards Requested - And being so liable he the said Auwadanum Paupia in Consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Richard Arthur to pay them the said Sum of Money in the said last Mentioned Bill of Exchange Specified when he the said Auwadanum Paupia should be there to afterwards Requested with this that the said William and Richard Arthur will verify that the second of the same Tenor and date Mentioned in the said Bill of Exchange last Mentioned is not yet paid to wit at Madras aforesaid And whereas afterwards to wit on the said thirty first day of August in the Year of Christ one Thousand eight Hundred and one aforesaid at Madras aforesaid the said Auwadanum Paupiah made and drew his Certain other Bill of Exchange in writing his own proper hand being thereunto subscribed and bearing date the day and year last aforesaid and then and there directed the said last Mentioned Bill of Exchange to the said Persons carring on Trade and Commerce in parts beyond the seas / that is to say at London within the then Kingdom of Great Britain and the now United Kingdom of Great Britain and Ireland / under the Names and by the Style and

and Firm of Gilbert Ross and Andrew Burgie / by their Names Style and Firm aforesaid and by the Addition of Messrs Gilbert Ross and Andrew Burgie London / By which said Bill of Exchange last mentioned the said Auwadanum Paupia requested the said Persons so carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid at eight Months after sight of that his first of Exchange the second of the same Tenor and Date not being paid to pay to the said Samuel Johnston and the said James Stuart Hall / by the Names and by the Addition of Messrs Samuel Johnston and James Steward Hall or their Order the Sum of three Thousand Pounds Sterling, that is to say of lawful Money of the then Kingdom of Great Britain and of the now United Kingdom of Great Britain and Ireland aforesaid / as he advice from him the said Auwadanum Paupia and the said Auwadanum Paupia then and there (that is to say on the same day and year last aforesaid at Madras aforesaid) delivered the said Bill of Exchange last Mentioned to the said Samuel Johnston and James Stuart Hall and the said William and Richard Arthur in fact say that before the day and time next hereinafter Mentioned (to wit) on the Seventeenth day of March in the year of our Lord one thousand eight hundred and two at Madras the said Samuel Johnston died - and the said James Stuart Hall to whom and the said Samuel Johnston the Payment of the said Sum of Money Specified in the said Bill of Exchange last mentioned was by the said Bill of Exchange last Mentioned to be Made and to whom having Survived the said Samuel Johnston the said Sum of Money last Mentioned became by the said last Mentioned Bill of Exchange Payable / afterwards and before the Payment of the said Sum of

Money Specified in the said Bill of Exchange last Mentioned to wit on the twenty fourth day of March in the year of our Lord one Thousand eight hundred and two aforesaid at Madras aforesaid indorsed the said Bill of Exchange last Mentioned his own proper hand being to such last Mentioned indorsement Subscribed according to the said Usage and Custom of Merchants and by that indorsement the said James Stuart Hall ordered and appointed the Contents of the said last Mentioned bill of Exchange to be paid to the said William and Richard Arthur and the said James Stuart Hall then and there (that is to say on the day and year last aforesaid at Madras aforesaid) delivered the said last Mentioned Bill of Exchange so indorsed as aforesaid to the said William and Richard Arthur And the said William and Richard Arthur over that aforesaid to wit on the thirty first day of March in the year of our Lord one Thousand eight hundred and two aforesaid at London aforesaid within the United Kingdom of Great Britain and Ireland aforesaid to wit at Madras aforesaid the said last Mentioned Bill of Exchange so indorsed as aforesaid was presented and Shewn to the said Persons so Carrying on trade and Commerce at London as aforesaid under the Names and by the Style and firm aforesaid of Gilbert Ross and Andrew Burgie for their acceptance thereof according to the said Usage and Custom of Merchants and that the said Persons so Carrying on trade and Commerce by the Style and firm of Gilbert Ross and Andrew Burgie as aforesaid then and there (that is to say on the day and year and place last aforesaid) had sight of

of the said Bill of Exchange last mentioned and had notice of the said Indorsement so made thereon as aforesaid and were requested to accept the said Bill of Exchange last mentioned according to the said Usage and Custom and that the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid did not nor would upon such sight of the said Bill of Exchange last mentioned accept the same last mentioned Bill of Exchange but then and there wholly refused to accept the same and the said William and Richard Arthur also doth afterwards to wit on the third day of December in the year of our Lord one thousand eight hundred and two aforesaid / being the day on which the said last Mentioned Bill of Exchange became due and payable according to the said Usage and Custom / at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid the said last Mentioned Bill of Exchange so indorsed as aforesaid was presented and shewn to the said Persons Carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and Firm aforesaid of Gilbert Ross and Andrew Burgie for payment of the Contents thereof and that the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid were then and there required to pay the Contents of the same last Mentioned Bill of Exchange to the said William and Richard Arthur according to the tenor and effect of the said last mentioned Bill of Exchange and of

the said Indorsement so made thereon as aforesaid but that the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gillert Ross and Andrew Burgie as aforesaid did not then and there nor at any other time or place pay the said Sum of Money in the said last Mentioned Bill of Exchange Specified but Neglected and Refused so to do and therein wholly failed and made default and thereupon the said William and Richard Arthur on the day and year last aforesaid at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid caused the said Bill of Exchange last Mentioned to be duly protested for the Non payment thereof of all which said Several Premises last Mentioned the said Juvadanum Paupia afterwards to wit on the Twenty Second day of August in the year of our Lord one Thousand eight Hundred and three at Madras aforesaid had Notice By reason whereof and by Force of the said Custom and the Law of Merchants the said Juvadanum Paupia became liable to pay to the said William and Richard Arthur the said Sum of Money in the said last Mentioned Bill of Exchange Specified when he the said Juvadanum Paupia should be thereto afterwards Requested - And being so liable he the said Juvadanum Paupia in Consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid undertook

No 63.

undertook and then and there faithfully promised the said William and Richard Arthur to pay them the said Sum of Money in the said last mentioned Bill of Exchange Specified when he the said Auwadanum Paupia should be thereto afterwards requested with this that the said William and Richard Arthur will verify that the second of the same tenor and date mentioned in the said Bill of Exchange last mentioned is not yet paid to wit at Madras aforesaid - And Whereas on the thirty first day of August in the Year of Christ one thousand eight hundred and one aforesaid at Madras aforesaid the said auwadanum Paupia Made and drew his Certain other Bill of Exchange in writing his own proper hand being thereunto Subscribed and bearing date the day and year last aforesaid and then and there directed the said last Mentioned Bill of Exchange to the said Person carrying on trade and Commerce in parts beyond the Seas (that is to say at London within the then Kingdom of Great Britain and the now United Kingdom of Great Britain and Ireland) under the Names and by the Style and firm of Gilbert Ross and Andrew Burgie (by their names Style and firm aforesaid and by the addition of Messrs Gilbert Ross and Andrew Burgie London) By which said last Mentioned Bill of Exchange the said auwadanum Paupia requested the said Persons so carrying on Trade and Commerce by the Style and firm of Gilbert Ross and

Andrew

Andrew Burgis as aforesaid at Eight Months after sight of that his first of Exchange the second of the same Tenor and Date not being paid to pay to the said James Stuart Hall (by the Name or Names and by the Addition of Mess.rs Samuel Johnston and James Stuart Hall) or his Order the Sum of three thousand Pounds Sterling, that is to say of lawfull Money of the then Kingdom of Great Britain and of the Now united Kingdom of Great Britain and Ireland) as the advice from him the said Auvadanum Paupia and the said Auvadanum Paupia then and there, that is to say on the same day and year last aforesaid at Madras aforesaid delivered the said last Mentioned Bill of Exchange to the said James Stuart Hall and the said James Stuart Hall to whom or to whose order the payment of the said Sum of Money in the said last Mentioned Bill of Exchange specified was by the said last Mentioned Bill of Exchange to be made afterwards and before the payment of the said Sum of Money Mentioned in the said last Mentioned Bill of Exchange to wit on the same day and year last aforesaid at Madras aforesaid indorsed the said last Mentioned Bill of Exchange his own proper hand being to such Indorsement subscribed according to the said Usage and Custom of Merchants and by that indorsement appointed the Contents of the said last Mentioned Bill of Exchange to be paid to the said William and Richard Arthur and

and the said James Stuart Hall then and there delivered the said last Mentioned Bill of Exchange so indorsed to the said William and Richard Arthur and the said William and Richard Arthur over Has afterwards to wit on the Thirty first day of March in the Year of our Lord one thousand eight hundred and two at London aforesaid within the United Kingdom of Great Britain and Ireland aforesaid to wit at Madras aforesaid the said last Mentioned Bill of Exchange so indorsed as aforesaid was presented and Shewn to the said Person so Carrying on Trade and Commerce at London as aforesaid under the Names and by the Style and firm of Gillers Ross and Andrew Burgie for their acceptance thereof according to the said Usage and Custom of Merchants and Has the said Person so carrying on Trade and Commerce by the Style and firm of Gillers Ross and Andrew Burgie as aforesaid then and there Has is to say on the Day and Year and place last aforesaid had sight of the said Bill of Exchange last Mentioned and had Notice of the said indorsement so Made thereon as aforesaid and were Requested to accept the said Bill of Exchange last Mentioned according to the said Usage and Custom and that the said Persons so Carrying on Trade and Commerce by the Style and firm of Gillers Ross and Andrew Burgie as aforesaid did not nor would upon such sight of the said Bill of Exchange last Mentioned

Mentioned accept the same last Mentioned Bill of Exchange but then and there wholly refused to accept the same — and the said William and Richard Arthur also ever thas afterwards to wit on the third day of December in the year of our Lord one Thousand eight hundred and two aforesaid / being the day on which the said last Mentioned Bill of Exchange became due and payable according to the said usage and Custom / at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid the said last Mentioned Bill of Exchange so indorsed as aforesaid was presented and Shewn to the said Persons Carrying on trade and Commerce at London as aforesaid under the Name and by the Style and Firm aforesaid of Gilbert Ross and Andrew Burgie for Payment of the Contents thereof and thas the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert Ross and Andrew Burgie as aforesaid were then and there required to pay the Contents of the same last Mentioned Bill of Exchange to the said William and Richard Arthur according to the tenor and Effect of the said last Mentioned Bill of Exchange and of the said Indorsement so Made thereon as aforesaid but thas the said Persons so Carrying on Trade and Commerce by the Style and Firm of Gilbert

Gilbert Ross and Andrew Burgie as aforesaid did not then and there nor at any other time or place pay the said Sum of Money in the said last Mentioned Bill of Exchange Specified but Neglected and Refused so to do and therein wholly failed and Made Default and thereupon the said William and Richard Arthur on the day and year last aforesaid at London aforesaid within the United Kingdom aforesaid to wit at Madras aforesaid Caused the said Bill of Exchange last Mentioned to be duly protested for the Non payment thereof all which said Several Premises last Mentioned the said Juwadanum Paupia afterwards to wit on the twenty Second day of August in the Year of our Lord one Thousand eight hundred and three at Madras aforesaid had Notice By reason whereof and by force of the said Custom and the Law of Merchants the said Juwadanum Paupia became liable to pay to the said William and Richard Arthur the said Sum of Money in the said last Mentioned Bill of Exchange Specified when he the said Juwadanum Paupia should be thereto afterwards Requested and being so liable he the said Juwadanum Paupia in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Richard Arthur to pay them the said Sum of Money in the said last Mentioned Bill of Exchange Specified when he the said Juwadanum Paupia should be thereto afterwards Requested with this that the said William and Richard Arthur will verify that the record of the same tenor and date Mentioned in the

the said Bill of Exchange last mentioned is not yet paid to wit at Madras aforesaid — And whereas the said Annadanum Paupia afterwards to wit on the day and year last aforesaid at Madras aforesaid was indebted to the said William and Richard Arthur in the sum of Twenty thousand Star Pagodas of lawful Current Money of Madras for Money by the said William and Richard Arthur before that time lent and advanced to the said Annadanum Paupia and at his especial instance and request and being so indebted he the said Annadanum Paupia in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid understood and then and there faithfully promised the said William and Richard Arthur to pay them the said last mentioned Sum of Money when he the said Annadanum Paupia should be thereto afterwards requested — And whereas the said Annadanum Paupia afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said William and Richard Arthur in the further Sum of Twenty thousand Star Pagodas of like lawful Current Money of Madras for Money by the said William and Richard Arthur before that time laid out Expended and paid for the said Annadanum Paupia and at his like Special instance and request and being so indebted he the said Annadanum Paupia in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid understook and then and there faithfully promised the said William and Richard Arthur

Arthur to pay them the said last Mentioned Sum of Money when he the said Auvadanum Paupia should be thereto afterwards requested - And whereas also the said Auvadanum Paupia afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said William and Richard Arthur in the further Sum of Twenty thousand Star Pagodas of the like lawful Current Money of Madras for Money by the said Auvadanum Paupia before that time had and received to the use of the said William and Richard Arthur and being so indebted he the said Auvadanum Paupia in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Richard Arthur to pay them the said last Mentioned Sum of Money when he the said Auvadanum Paupia should be thereto afterwards requested And whereas the said Auvadanum Paupia afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said William and Richard Arthur of and Concerning divers other Sums of Money before that time due and owing from the said avadanum Paupia to the said William and Richard Arthur and then being in arrear and unpaid and upon that accounting the said auvadanum Paupia was then and there found to be in arrear and indebted to the said William and Richard Arthur in the further Sum

Sum of Twenty thousand Star Pagodas of like lawful Current Money of Madras and being so found in arrear and indebted he the said Auvadanum Pauper in Consideration thereof afterwards to wit on the same day & year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Richard Arthur to pay them the said last mentioned Sum of Money when he the said Auvadanum Pauper should be thereto afterwards requested Yet the said Auvadanum Pauper not regarding his said Several Promises and undertakings so by him in Manner and form aforesaid made but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said William and Richard Arthur in this behalf hath not yet paid the said Several Sums of Money or any or either of them or any part thereof to the said William and Richard Arthur (although so to do he the said Auvadanum Pauper was requested by the said William and Richard Arthur afterwards to wit on the same day and year last aforesaid and. often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said William and Richard Arthur or to either of them he the said Auvadanum Pauper hath hitherto wholly refused and still doth refuse To the damage of the said William and Richard Arthur of Twenty thousand Star Pagodas and therefore they bring their Suit &c

And

No 63

Fourth Term 1804

imparlance

And afterwards to wit in the Second Term in this present Year one Thousand eight hundred and four in the said Supreme Court of Judicature at Madras till which Term the said Auvadanum Paupiah Brahmin had leave to impark to the said Plaint and then to answer the same came as well the said William Abbott and Richard Arthur Maitland by their said attorney as the said Auvadanum Paupiah Brahmin by Charles Walters and James Sutherland his attorneys - And the said Auvadanum Paupiah Brahmin Defends the wrong and injury when &c and say that he did not undertake or promise in manner and form as they the said William and Richard Arthur have above thereof complained against him and of this he puts himself upon the Court - &c

Plea filed 26th March 1804

And now in this Third Term in the year one thousand eight hundred and four that is to say on the First day of August until which day was given as well to the said William Abbott and Richard Arthur Maitland as to the said Auvadanum Paupiah Brahmin to inform the Court of the premises comes the said Auvadanum Paupiah Brahmin by his said attorneys and the said William Abbott and Richard Arthur Maitland altho' solemnly called came not - And it appearing to the Justices of the said Court that the said William Abbott and Richard Arthur Maitland hath Neglected to bring the issue above joined on to be tried According to the Course and practice of the said Court - Therefore according to the form of the Statute in such case made and provided - It is Considered, that the said William Abbott and Richard Arthur Maitland take Nothing

by

by their said Plaint but that they and their pledges be in mercy &c and that the said Avadanum Paupiah Braminy go thereof without day - and it is further Considered by the said Justices that the said Avadanum Paupiah Braminy do recover against the said William Abbott and Richard Arthur Maitland one hundred Seventy nine Pagodas and Seven Fanams for his Costs and Charges by him Judgment of non suit signed for the Defendant the 4th day of October 1804.

Laid out about his defence in this behalf by the Court here adjudged to the said Avadanum Paupiah Braminy and with his assent according to the form of the Statute in such Case made and provided, and that the said Avadanum Paupiah Braminy have Execution thereof &c

Fourth Term 1804

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Henry Gwillim Kt. and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } Francis Raulin puts in his place Townes Disney his attorney against John King Lane and Elizabeth Lewcock Executor and Executrix of the Last Will and Testament of William Lewcock deceased -

Fort St. George Madras } The said John King Lane and Elizabeth Lewcock Executor and Executrix of the Last Will and Testament of William Lewcock deceased puts in their place Emanuel Samuel and Daniel Neale their attorneys at the Suit of the said Francis Raulin in the Plea aforesaid --

Fort St. George Madras } Be it remembered that in the Third Term in the Year one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Francis Raulin by Townes Disney his attorney and brought into the said Court then here their Certain Plaint against John King Lane and Elizabeth Lewcock Executor and Executrix of the Last Will and Testament of William Lewcock deceased in a Plea of Trespass on the Case - and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows

Plaint in Assumpsit filed 21st July 1804 -

Supreme Court

South Term 1804

Record of Judgments

Roll 21

follows to wit Fort St George Madras Francis Raulim of Madras Inhabitant by Fownes Disney his attorney Complains of John King Lane and Elizabeth Lewcock Executor and Executrix of the Last Will and Testament of William Lewcock deceased being also Inhabitants of Madras and as such liable to the jurisdiction of this Worlble Court - For That whereas the said William Lewcock in his life time to wit on the Fifth day of February in the Year one thousand eight Hundred and one at Madras aforesaid was indebted to the said Francis Raulim in the Sum of one thousand eight Hundred and Sixty Porto Novo Pagodas for so much Money by the said Francis Raulim before that time paid laid out and Expended to and for the use of the said William Lewcock in his life time at his Special instance and Request and being so indebted, he the said William Lewcock in Consideration thereof in his life time afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Francis Raulim to pay him the aforesaid Sum of Money when he the said William Lewcock should be thereunto afterwards requested - And whereas also the said William Lewcock in his life time afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Francis Raulim in other one thousand eight Hundred and Sixty Porto Novo Pagodas for so much Money by the said Francis Raulim

before

160

before that time lent and advanced to the said William Lawcock
in his life time at his special instance and request and he
is indebted he the said William Lawcock in consideration thereof
in his life time afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then and there
faithfully promised the said Francis Raulim to pay him the
aforesaid Sum of Money when he the said William Lawcock should
be thereunto afterwards requested - And Whereas also the
said William Lawcock in his life time afterwards to wit
on the same day and year aforesaid at Madras aforesaid was
indebted to the said Francis Raulim in other Sum of one
thousand eight hundred and Sixty Porto Novo Pagodas for so
much Money by the said William Lawcock in his life time
before that time had and received to and for the use of the
said Francis Raulim and being so indebted he the said William
Lawcock in Consideration thereof in his life time afterwards
to wit on the same day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Francis Raulim to pay him the aforesaid Sum of Money when
he the said William Lawcock should be thereunto afterwards
requested - And Whereas also the said William Lawcock
in his life time afterwards to wit on the same day and year
last aforesaid at Madras aforesaid Accounted with the
said Francis Raulim of and Concerning divers other Sums
of Money before that time due and owing from the said
William

William Lewcock to the said Francis Raulin and then being in Arrear and unpaid and upon that account the said William Lewcock was then and there found to be in arrear and indebted to the said Francis Raulin in the Sum of one Thousand eight Hundred and Sixty Porto Novo Pagodas and being so found in arrear and indebted, he the said William Lewcock in Consideration thereof in his life time afterwards to wit on the same day and Year last aforesaid at Madras aforesaid understood and then and there faithfully promised the said Francis Raulin to pay him the said last mentioned Sum of Money when he the said William Lewcock should be thereunto afterwards requested. Yet the said William Lewcock in his life time and the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid since his decease not regarding the said several promises and undertakings of the said William Lewcock so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Francis Raulin in this particular, have not nor hath either of them yet paid the said several Sums of Money or any part thereof to the said Francis Raulin although he the said William Lewcock in his life time and the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid since his decease were requested so to do, but to pay the same or any part thereof to the said Francis Raulin, they

the

Fourth Term 1804

the said John King Lane and Elizabeth Lewcock as Executor and Executrix as aforesaid have hitherto wholly refused and Still do refuse so to do, to the said Francis Raulins his damage of Three Thousand pagoda's and therefore he brings his Suit and so forth -

Plea filed the 30th July 1804

And the said John King Lane and Elizabeth Lewcock by Emanuel Samuel and Daniel Neale their attorney come and defend the wrong and injury when &c. And say that the said William Lewcock in his life time did not undertake or promise in manner and form as the said Francis Raulins hath above thereof Complained against them - and this they pray may be inquired of by the Court - And the said Francis Raulins by Townes Disney his attorney doth the like -

Issue Joined

And Now in this Fourth Term, that is to say on the Twentieth day of September in the Year aforesaid, to which day was given as well to the said Francis Raulins as to the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid to inform the Court of the premises which day came the parties aforesaid by their attorneys and the said Court having heard the respective Allegations of the parties by their advocates and Examined the Truth thereof and duly and deliberately Considered the evidence on both sides as to the Issue joined between the parties say, that the said William Lawcock in his life time

and

and the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid since the death of the said William Lewcock did undertake and promise in Manner and form as the said Francis Raulin hath in his said Plaint in that behalf therein alledged, and the Justices aforesaid also the damages of the said Francis Raulin by occasion of the not performing the promises and Undertakings in the said Plaint of the said Francis Raulin Mentioned besides his Costs and charges by him about his Suit in this behalf Expended to the Sum of one thousand eight hundred and one pagodas Forty three fanams and four cash - Therefore It is Ordered, that the said Francis Raulin do Recover against the said John King Lane and Elizabeth Lewcock as Executor and Executrix as aforesaid his damages aforesaid in form aforesaid assessed, and also the Sum of one hundred and forty seven pagodas and thirty three fanams, for his said Costs and Charges by the said Court now here adjudged to the said Francis Raulin and with his assent, which said damages, Costs and Charges in the whole amount to the Sum of one thousand nine hundred and forty nine Star pagodas. thirty two fanams and four cash, to be levied of the Goods and Chattels which were of the said William Lewcock at the time of his death in the hands of the said John King Lane and Elizabeth Lewcock, as Executor and Executrix as aforesaid to be administered, if they have so much thereof in their Hands to be

Judgment signed for the Plaintiff the 5th October 1804-

Fourth Term 1804.

Fownes Disney
Plaintiffs Attorney

be administered, and if they have not so much thereof in their Lands to be administered then the said Sum of one hundred and forty seven Star pagodas and Thirty three Fanams parcel of the damages aforesaid, being for the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said John King Lane and Elizabeth Lewcock Executor and Executrix as aforesaid. and the said John King Lane and Elizabeth Lewcock in Mercy &c.

Writ of Execution issued 5th October 1804.

And thereupon the said Francis Laulim by Fownes Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which were of the said William Lewcock at the time of his death in the hands of the said John King Lane and Elizabeth Lewcock Exor & Executrix as aforesaid, to be administered, the Sum of one thousand nine hundred and forty nine Pagodas thirty two fanams and four Cash if they have so much thereof in their hands to be administered, and if they have not so much thereof in their Lands to be administered, then the Sum of one hundred and forty seven Star Pagodas and Thirty three fanams parcel of the damages aforesaid being for the costs and Charges aforesaid to be levied of the Proper Goods & Chattels of the said John King Lane & Elizabeth Lewcock— And it is granted unto him returnable here on the 5th day of November next.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice — The Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred & four —

Fort St. George Madras } Colingaroy Moodelly puts in his place Townes Disney his attorney against John King Lane and Elizabeth Lewcock Administrator and Administratrice to the Estate and Effects of William Lewcock deceased in a Plea of Trespass on the case upon Promises —

Fort St. George Madras } The said John King Lane and Elizabeth Lewcock Administrator and Administratrice to the Estate and Effects of William Lewcock deceased puts in their place Emanuel Samuel & Daniel Neale their attorneys at the Suit of the said Colingaroy Moodelly in the Plea aforesaid —

Fort St. George Madras } Be it remembered that in the third Term in the Year of our Lord one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Colingaroy Moodelly by Townes Disney his attorney and brought into the said Court then there his certain Plaint against John King Lane and Elizabeth Lewcock Administrator and Administratrice to the Estate and Effects of William Lewcock deceased in

Fourth Term 1804 -

in a Plea of Trespass on the Case upon promises — and there are Pledges to prosecute to wit John Doe and Richard Roe which said Plaints follows in these words — Fort St. George

Plaint in a Summons filed 4th augus 1804

Madras ss Colingaroy Moodelly of Madras Inhabitant lig Fownes Disney his Attorney Complains of John King Lane and Elizabeth Lewcock Administrator and Administratrix to the Estate and Effects of William Lewcock deceased, being Inhabitants of Madras, and as such Subject to the jurisdiction of this Hon^ble Court. For that Whereas the said William Lewcock in his life time heretofore to wit on the Twenty fourth day of September in the Year of Christ one thousand and eight hundred at Madras aforesaid made his Certain Note in writing purporting to be and Commonly called a Promissory Note, his own proper hand being thereunto Subscribed bearing date the day and year aforesaid, and then and there delivered the said Note to the said Colingaroy Moodelly, by which said Note he the said William Lewcock acknowledged to have borrowed and received of the said Colingaroy Moodelly the Sum of Three thousand Star Pagodas which Sum the said William Lewcock did thereby promise to repay to the said Colingaroy Moodelly on demand, with all such interest as should or might become due thereon at the rate of Nine per Cent p annum By reason whereof the said William Lewcock became liable to pay to the said Colingaroy Moodelly, the said Sum of Money in the said Note Contained, according to the tenor and Effect of the said Note - And being so liable, he the said William Lewcock in his life time in Consideration thereof afterwards

to

to wit on the day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Colingaroy Moodelly to pay him the said Sum of Money in the said Note Contained, according to the tenor and effect of the said Note — And Whereas also the said William Lewcock in his life time afterwards to wit on the Eighteenth day of February, in the Year of Christ — one Thousand right hundred and one at Madras aforesaid made his Certain other Note in Writing purporting to be and Commonly Called a Promissory Note, his own proper hand being thereunto subscribed bearing date the day and Year aforesaid, and then and there delivered the said Note to the said Colingaroy Moodelly by which said Note he the said William Lewcock acknowledged to have borrowed and received of the said Colingaroy Moodelly the Sum of Six Thousand Pagodas in Company's Pags which sum he the said William Lewcock did thereby promise to pay in the same Pags or in Cash. By reason whereof the said William Lewcock became liable to pay to the said Colingaroy Moodelly the said Sum of Money in the said last mentioned Note Contained, according to the tenor and effect of the said Note — And being so liable he the said William Lewcock in his life time in Consideration thereof afterwards to wit on the day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Colingaroy Moodelly to pay him the said sum of Money in the said last mentioned Note contained according to the tenor and Effect of the said Note — And Whereas also the said William

Fourth Term 1804 -

Lewcock in his life time afterwards to wit on the same day and
Year aforesaid at Madras aforesaid was indebted to the said
Colingaroy Moodelly in Other Sum of Eleven Thousand Star Pagodas
Current Money of Madras aforesaid, for so much Money by
the said Colingaroy Moodelly before that time lent and advanced
to the said William Lewcock deceased, in his life time, at
his Special instance and Request - And being so indebted he
the said William Lewcock in his life time in consideration thereof
afterwards to wit on the same day and Year aforesaid at
Madras aforesaid undertook and then and there faithfully promised
the said Colingaroy Moodelly to pay him the aforesaid Sum
of Eleven Thousand Star Pagodas of like Lawful Money
of Madras aforesaid, when he the said William Lewcock
should be thereunto afterwards requested - And whereas
also the said William Lewcock in his life time afterwards
to wit on the same day and Year aforesaid at Madras aforesaid
was indebted to the said Colingaroy Moodelly in Other Sum of
Eleven Thousand Star Pagodas, Current Money of Madras aforesaid
for so Much Money by the said Colingaroy Moodelly before
that time paid laid out and Expended to and for the use
of the said William Lewcock in his life time, and at his
like Special instance and Request - And being so indebted
he the said William Lewcock in his life time in Consideration
thereof afterwards to wit on the same day and Year aforesaid
at Madras aforesaid undertook and then and there faithfully
promised

promised the said Colingaroy Moodelly to pay him the said Last
Mentioned Sum of Money when he the said William Lewcock should be
thereunto afterwards requested. And whereas also the said
William Lewcock in his life time afterwards to wit on the
same day and year last aforesaid at Madras aforesaid was
indebted to the said Colingaroy Moodelly in other Sum of
Eleven thousand Star Pagodas Current Money of Madras
aforesaid, for Money by the said William Lewcock in his
life time, before that time had and received to the use of
the said Colingaroy Moodelly - and being so indebted he
the said William Lewcock in his life time in Consideration
thereof afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then and there
faithfully promised the said Colingaroy Moodelly to pay him
the said last Mentioned Sum of Money when he the said William
Lewcock should be thereunto afterwards requested - And
whereas also the said William Lewcock in his life time
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said Colingaroy
Moodelly of and concerning divers other Sums of Money
before that time due and owing from the said William
Lewcock to the said Colingaroy Moodelly, and then being
in arrear and unpaid and upon that account the said
William Lewcock was then and there found to be in

arrear

arrear and indebted to the said Colingaray Moodelly in the
Sum of Eleven thousand Star Pagodas Current Money of
Madras aforesaid, and being so found in arrear and indebted,
he the said William Lewcock in his life time in Consideration
thereof afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Colingaray Moodelly
to pay him the said last Mentioned Sum of Money when
he the said William Lewcock should be thereunto
afterwards requested. Yet the said William Lewcock
in his life time and the said John King Lane and
Elizabeth Lewcock Administrator and Administratrix
aforesaid since the death of the said William Lewcock
not regarding the said several promises and undertakings
of the said William Lewcock so by him in manner
and form aforesaid Made but Contriving and fraudulently
intending Craftily and Subtilely to deceive and defraud the
said Colingaray Moodelly in this particular hath not yet paid
to him the said several Sums of Money or any part thereof
altho' so to do, the said William Lewcock in his life time
to wit on the same day and year last aforesaid, and the said
John King Lane and Elizabeth Lewcock Administrator
and Administratrix as aforesaid since the death of the said
William Lewcock was often requested by the said Colingaray
Moodelly

Moodelly, but to pay the same or any part thereof the said
William Lewcock in his life time and the said John King
Lane and Elizabeth administrator and administratrix as
aforesaid since his decease have and each of them hath
wholly refused, and the said John King Lane and Elizabeth
Lewcock Administrator and administratrix as aforesaid
do still refuse to the damage of the said Colingaroy
Moodelly of Fifteen thousand pagodas and therefore he
brings his Suit &c

And afterwards, that is to say, on the Twenty
imparlance first day of August in the Vacation of the Third Term in the
same Year until which day the said John King Lane and Elizabeth
Lewcock Administrator and Administratrix of William Lewcock
deceased, had leave to imparl to the said Plaint and then to
answer the same, came as well the said Colingaroy Moodelly by his
attorney as the said John King Lane and Elizabeth Lewcock
by Emanuel Samuel and Daniel Neale their attornies - and the
Plea of General said John King Lane and Elizabeth Lewcock Defend the wrong
Issue, & Plene and injury when &c and say that the said William Lewcock in
Administrament his life time did not undertake or promise in Manner and form
filed 21st August as the said Collingaroy Moodelly hath above thereof Complained
1804 - against them - and this they pray may be enquired of by the
Court - and for further Plea in this behalf by leave
of the Court for this purpose first had and obtained according
to the form of the statute in such case made and provided

the

Fourth Term 1804 -

the said John King Lane and Elizabeth Lewcock say that the said Collingaroy Moodelly ought not to have or maintain his aforesaid action thereof against them Because they say that they have fully Administered all and Singular the Goods and Chattels which were of the said William Lewcock Deceased at the time of his death and which have ever come to or been in their hands to be Administered to wit at Madras - and that they the said John King Lane and Elizabeth Lewcock Lane not nor on the day of the Exhibiting the Plaint of the said Collingaroy Moodelly or at any time since had they or have they had any Goods or Chattles which were of the said William Lewcock Deceased at the time of his death in the hands of them the said John King Lane and Elizabeth Lewcock to be Administered and this they the said John King Lane and Elizabeth Lewcock are ready to verify Wherefore they pray Judgment if the said Collingaroy Moodelly ought to have or Maintain his aforesaid action thereof against them &c -

I have Joined

And the said Colingaroy Moodelliar by Townes Disney his attorney doth the like -

And Now in this Fourth Term, that is to say on the Seventeenth day of September in the Year aforesaid, to which day was given as well to the said Colingaroy Moodelly as to the said John King Lane and Elizabeth Lewcock Administrator and Administratrix as aforesaid to inform the Court of the premises, which day came the parties aforesaid by their attornies

Attornies and the said Court having heard the respective Allegations of the parties by their Advocates and Examined the truth thereof and duly and deliberately considered the evidence on both sides as to the Issue joined between the parties say that the said William Lewcock in his life time and the said John King Lane and Elizabeth Lewcock administrator and administratrix as aforesaid since the death of the said William Lewcock did undertake and promise in manner and form as the said Colingaroy Moodelly hath in his said Plaint in that behalf therein alledged and the Justices aforesaid assess the damages of the said Colingaroy by occasion of the not performing the promises and undertakings in the said Plaint of the said Colingaroy Moodelly mentioned besides his costs and charges by him about his Suit in this behalf expended to Ten Thousand Six hundred and eleven pagodas forty fanams and forty Cash - Therefore It is ordered that the said Colingaroy Moodelly do recover against the said John King Lane and Elizabeth Lewcock as administrator and administratrix as aforesaid, his damages aforesaid in form aforesaid assessed, and also one hundred and twenty Six Star Pagodas and Thirty eight fanams for his said costs and charges by the said Court now here adjudged to the said Colingaroy Moodelly and with his assent, which said damages costs and charges in the whole amount to the sum of Ten Thousand seven hundred

Judgment signed for the Plaintiff the 5th day of October 1804.

Hundred and thirty eight Pagodas, thirty four Fanams and forty Cash to be levied of the Goods and Chattels which were of the said William Lawcock at the time of his death in the hands of the said John King Lane and Elizabeth Lawcock as Administrator and Administratrix as aforesaid, and which shall hereafter come to the hands of the said John King Lane and Elizabeth Lawcock as administrator and Administratrix as aforesaid to be administered - And the said John King Lane and Elizabeth Lawcock in Mercy &c

Mercy

And thereupon the said Colingaray Moodelly by Towns Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, debts and other Effects which were of the said William Lawcock deceased at the time of his death in the hands of the said John King Lane and Elizabeth Lawcock as administrator and Administratrix as aforesaid, and which shall hereafter come to the hands of the said John King Lane and Elizabeth Lawcock as administrator and Administratrix as aforesaid to be administered, the Sum of Ten thousand Seven hundred and thirty eight Pagodas thirty four fanams and forty cash - And it is granted unto him returnable on the fifth day of November next -

Writ of Execution issued the 5th Oct. 1804-

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the fourth Term in the year of our Lord one thousand eight hundred and four -

Fort St. George Madras ... } James Waddel puts in his place Charles Walkers and James Sutherland his attornies against Thomas Chase in an action of Trover -

Fort St George Madras -- } The said Thomas Chase puts in his place Emanuel Samuel his attorney at the Suits of the said James Waddel in the action aforesaid -

Fort St. George Madras } Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came James Waddel by Charles Walkers and James Sutherland his attornies and brought into the said Court then there his certain Plaint against Thomas Chase in an action of Trover, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St. George Madras James Waddel by Charles Walkers and James Sutherland his attornies Complains of Thomas Chase being a British Subject and as

Plaint in Trover filed 26th March 1804 -

as such a person liable to the Jurisdiction of this Honble Court
For that Whereas the said James heretofore to wit on the
Twentieth day of March in the Year of our Lord one thousand
eight hundred and four at Madras was possessed of and
in a certain Note in writing made for and by order of the
Governor in Council of Fort Saint George for the time being
whereby the said Governor in Council acknowledged for and
on behalf of the united Company of Merchants of England
trading to the East Indies that the said Company was indebted
to one John Short now deceased lately a Major in the
Service of the said Company in the Sum of Four hundred
Star Pagodas which Sum with interest at the rate of
eight per Cent per annum the said Governor in Council
did thereby promise to pay to the said John Short in the
Order and Manner therein stated the said Note then and
there and still being in full force and Effect and wholly
unpaid and of the value of Five hundred Pagodas and
also of and in a certain other Note in writing made for
and by Orders of the said Governor in Council of Fort St George
for the time being whereby the said Governor in Council
acknowledged for and on behalf of the said United Company
of Merchants of England trading to the East Indies that
the said Company was indebted to the said John Short
now deceased in the Sum of Four hundred Pagodas which
Sum with interest at the rate of Eight per Cent per

annum

annum the said Governor in Council did thereby promise to pay to the said John Short in the order and Manner therein stated the said last Mentioned note then and there and still being in full force and Effect wholly unpaid and of the Value of other Five hundred Pagodas and also of and in a certain other note in writing made for and by orders of the said Governor in Council of Fort Saint George for the time being whereby the said Governor in Council acknowledged for and on behalf of the said United Company of Merchants of England trading to the East Indies that the said Company was indebted to the said John Short now deceased in the Sum of Four hundred Pagodas which Sum with interest at the rate of eight per cent per annum the said Governor in Council did thereby promise to pay to the said John Short in the order and Manner therein stated the said last Mentioned note then and there and still being in full force and effect and wholly unpaid and of the Value of other five hundred Pagodas as of the proper Goods and Chattels of the said James he the said James then and there being the administrator of all and singular the goods and Chattels rights and Credits which were of the said John Short at the time of his death who died intestate and being so possessed thereof he the

said

said James afterwards to wit on the same day and year aforesaid at Madras aforesaid Casually lost the said Notes in writing goods and Chattels out of his hands and possession which said Notes in writing Goods and Chattels afterwards to wit on the same day and year aforesaid at Madras aforesaid came by finding into the hands and possession of the said Thomas of the said Thomas well knowing the said Notes in writing goods and Chattels to be the property and of right to belong and appertain to the said James as administrator as aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said James did not deliver the said Notes in Writing goods and Chattels or any or either of them to the said James altho' often requested but on the Contrary thereof he the said Thomas afterwards to wit on the same day and year aforesaid at Madras aforesaid Converted and Disposed of the said Notes in writing goods and Chattels to his own use to the damage of the said James of Two thousand Pagodas and therefore he brings Suit &c

Plea filed 2d April 1804.

And the said Thomas by Emanuel Samuel his attorney comes and defends the wrong and injury when &c and says that he is not guilty of the premises above laid to his charge in Manner and form as the said James hath above thereof Complained against him - and of this he puts himself upon the Court -

And

No 66

Jane Grimes

And the said James doth the like -

And Now in this Second Term in the Year of our Lord one Thousand eight Hundred and Four that is to say on the Fourteenth day of April whick day was given as well to the said James Waddell as to the said Thomas Chase to inform the Court here of the Premises come the said Parties by their respective Attornies and the said Justices having heard the Alligations of the said Parties and Examined the truth thereof and duly Considered the Evidence produced on both sides say that the said Thomas Chase is guilty of the Premises above laid to his charge in Manner and form as the said James Waddell hath above thereof complained against him and that the said James Waddel hath sustained Damages by reason of the Premises over and above his Costs and Charges by him Expended about his Suit in this behalf to one thousand Two Hundred and Fifty Two Pagodas and Two Pagodas and for those Costs and Charges one Hundred and Seventy three Pagodas and thirty nine Fanams - Therefore it is considered that the said James Waddell do recover against the said Thomas Chase for his Damages over and above the Costs and Charges by him about his Suit in this behalf Expended one thousand Two Hundred and Fifty Two Pagodas and for those Costs and Charges one Hundred and Seventy three Pagodas and thirty nine Fanams which said

Judgment signed for the Plaintiff the 8.th day of October 1804 -

and

said Damages Costs and Charges in the whole amount to
one thousand four hundred and Twenty five Pagodas and
thirty nine Fanams and that the said James Waddell
have Execution thereof against the said Thomas Chase &c

Supreme Court

Fourth Term 1804.

Record of Judgments

Roll 22

Parliament

John Reid Executor &c

I am sorry.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } John Doe on the demise of Laulah Coop Chund puts in his place Townes Disney his attorney against Richard Roe in a Plea of Trespass and Ejectment -

Fort St. George Madras } The said Richard Roe in his proper person at the suit of the said John Doe in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Fourth Term in the Year of our Lord one thousand eight hundred and four before the Supreme Court of Judicature at Madras came John Doe by Townes Disney his attorney and brought into the said Court then there his certain Plaint against Richard Roe in a Plea of Trespass and Ejectment and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort Saint George Madras to wit John Doe of Madras Inhabitant by Townes Disney his Attorney complains of Richard Roe being a

British Subject and as such a person liable to the jurisdiction of this Hon^ble Court For that whereas Laulah Coop Chund heretofore to wit on the Twelfth day of September in the Year one Thousand eight hundred and four had demised granted and to farm let out to the said John Ten acres of arable land Ten acres of Garden ground Ten acres of waste land and Ten acres of other land with the appurtenances thereunto belonging Situate lying and being at Pedda naicks pettah within the limits of Madras To Have and to Hold the same from the said Twelfth day of September in the Year aforesaid for during and unto the full end and term of five Years next ensuing and fully to be compleat and ended by virtue of which said demise the said John on the Thirteenth day of September entered into the said premises and was possessed thereof until the said Richard afterwards to wit on the Fourteenth day of September with force and Arms entered in the premises aforesaid with the appurtenances in the possession of the said John and then and there ejected drove out and amoved the said John from his said Farm, his said term therein not being yet ended and him the said John so ejected drove out and amoved hath kept out and still doth keep from his possession thereof and other injuries to him then and there did against the

peace

peace of our Lord the King and to the damage of the said John of Fifty Pagodas and thereof he brings Suit —

And Now at this day that is to say, on the Second day of October, in this Fourth Term, in the Year aforesaid, until which day, the said Richard Roe had leave to imparl to the said Plaint, and then to answer the same, at which day before the said Court comes as well the said John Doe by his Attorney aforesaid, as the said Richard Roe in his proper person And the said Richard Roe defends the force and injury when &c And says nothing in bar, or preclusion of the said action of the said John Doe, whereby the said John Doe remains therein undefended against the said Richard Roe — Therefore it is Considered that the said John Doe recover against the said Richard Roe his said term yet to come of and in the Tenements with the Appurtenances, and also his damages sustained by reason of the Trespass and Ejectment aforesaid — And thereupon the said John Doe freely here in Court remits to the said Richard Roe all such damages Costs and Charges as might or ought to be adjudged to him the said John Doe by reason of the Trespass and Ejectment aforesaid Therefore let the said Richard Roe be acquitted of the damages Costs and Charges &c And thereupon the said John Doe prays the writ of our said Lord the King to be directed to the Sheriff of

Judgment signed against the Casual Ejector the 9th day of October 1804.

Writ of Possession issued the 9th October 1804

Fourth Term 1804.

584

of Madras aforesaid to cause him to have possession
of his said Term yet to come of and in the
Tenement aforesaid with the appurtenances - and it
is granted to him returnable before the said Court
on the Eighteenth day of October next -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras } Vasuntapooram Ramasawmy Brauniny puts in his place Robert Orme his attorney against John De Fries, Marapeddy Vencata=-sawmy Naidoo and Mannapully Rungiah Naidoo Executors of the last Will and Testament of Mannapully Tremala Naick in a Plea of Debt -

Fort St George Madras } The said John De Fries, Marapeddy Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors of the last Will and Testament of Mannapully Tremaliah deceased put in their place Samuel and Reale their attornies at the Suit of the said Vasuntapooram Ramasawmy Brauniny in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Vacation after Third Term in the Year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Vasuntapooram Ramasawmy Brauniny by Robert Orme his attorney and brought into the said Court then there his certain Plaint against John De Fries, Marapeddy Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors of the last Will and Testament of Mannapully Tremaliah deceased in a Plea of debt and there are Pledges

for

Plaint in debt filed 27th august 1804 -

for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort Saint George Madras Vasumtapooram Ramasawmy Brahmin by Robert Orme his attorney Complains of John De Fries Marapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo Executors of the last Will and Testament of Munnapully Tremala Naick late an Hindoo Inhabitant of Madras deceased (the said John De Fries Marapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo being respectively Inhabitants of Madras aforesaid and as such Subject to the Jurisdiction of this Honble Court) of a Plea that they render to him the said Vasumtapooram Ramasawmy Brahmin Sixteen Thousand Six Hundred and forty nine Star Pagodas and Six Fanams current Money of Madras aforesaid which they the said John De Fries, Marapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo Executors as aforesaid unjustly detain from the said Vasumtapooram Ramasawmy Brahmin For that whereas the said Munnapully Tremala Naick in his life time heretofore to wit on the first day of January in the year one thousand eight Hundred at Madras aforesaid by his Certain writing obligatory Sealed with the Seal of the said Munnapully Tremala Naick and to the Court now here shewn the date whereof is on the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Vasumtapooram Ramasawmy Brahmin in the Sum of Four thousand Six Hundred and forty nine Star Pagodas and Six Fanams parcel of the said Sum

of

of Sixteen thousand Siso Hundred and forty nine Star Pagodas and Six Fanams above demanded, to be paid to the said Vasumtapooram Ramasawmy Brahmeny when he the said Mummapully Tremala Naick should be thereto afterwards requested - And Whereas also the said Mummapully Tremala Naick in his life time afterwards to wit on the Twenty first day of January in the Year last aforesaid at Madras aforesaid by his Certain Other writing obligatory sealed with the Seal of the said Mummapully Tremala Naick and to the Court now here also Shewn the date whereof is the same day and year last aforesaid acknowledged himself to be held and firmly bound unto the said Vasumtapooram Ramasawmy Brahmeny in the further sum of Six thousand Star Pagodas further parcel of the said sum of Sixteen thousand six hundred and forty nine Star Pagodas and Six Fanams above demanded to be paid to the said Vasumtapooram Ramasawmy Brahmeny when he the said Mummapully Tremala Naick should be thereto afterwards requested - And Whereas also the said Mummapully Tremala Naick in his life time afterwards to wit on the twenty fourth day of the said Month of January and Year last aforesaid at Madras aforesaid by his certain other writing obligatory sealed with the Seal of the said Mummapully Tremala Naick and to the Court now here also Shewn the date whereof is the same day and Year last aforesaid acknowledged himself to be held and firmly bound unto the

the said Vasuntapooram Ramasawmy Braminy in the further
Sum of Four Thousand Star Pagodas further parcel of the said
Sum of Sixteen Thousand Six hundred and Forty Nine Star Pagodas
and Six Fanams above demanded to be paid to the said Vasun=
tapooram Ramasawmy Braminy when he the said Munnapully
Tremalia Naick should be thereto afterwards requested
And Whereas also the said Munnapully Tremala
Naick in his life time afterwards to wit on the fourth
day of February in the Year last aforesaid at Madras
aforesaid by his certain other writing obligatory sealed
with the Seal of the said Munnapully Tremala Naick,
and to the Court Now here also shewn the date whereof
is the same day and Year last aforesaid, acknowledged
himself to be held and firmly bound unto the said
Vasuntapooram Ramasawmy Braminy in the further
Sum of Two Thousand Star Pagodas Residue of the said
Sum of Sixteen Thousand Six Hundred and Forty Nine Star Pagodas
and Six Fanams above demanded to be paid to the said Vasun=
=tapooram Ramasawmy Braminy when he the said Munnapully
Tremala Naick should be thereto afterwards requested
Yet neither the said Munnapully Tremala Naick in his
life time nor the said John De Fries Marapeddy Venkata
=sawmy Naidoo and Munnapully Rungiah Naidoo as his
Executors as aforesaid since his decease (although often
requested &c) have not nor hath any or either of them paid

the

the said Several Sums of Four Thousand six Hundred and forty nine Star Pagodas and Six Fanams, Six Thousand Star Pagodas Four Thousand Star Pagodas and two Thousand Star Pagodas amounting together to the said Sum of Sixteen Thousand Six Hundred and forty nine Star Pagodas and Six Fanams above demanded / or any of them or any part thereof to the said Vasuntapooram Ramasawmy Braminy But he the said Munnapully Trimala Naick in his life time and the said John de Fries Marrapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo Executors as aforesaid since his death have and each of them hath wholly refused to pay the same and they the said John De Fries Marapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo Executors as aforesaid, still refuse to pay the same, or any part thereof to the said Vasuntapooram Ramasawmy Braminy - To the Damage of the said Vasuntapooram Ramasawmy Braminy of Fifty Star Pagodas and therefore he brings Suit &c

And afterwards to wit in the Fourth Term of the same Year in the said Supreme Court of Judicature at Madras. till which term the said John De Fries, Marapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo had leave to imparl to the said Plains and then to answer the same came as well the said Vasuntapooram Ramasawmy Braminy by his said attorney

imparlance

as

Plea filed 22. September 1804.

as the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo by Emanuel Samuel and Daniel Neale their Attornies - and the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo defend the wrong and injury when &c and say that the said Vasumtapooram Ramasawmy Brammy ought not to have or maintain his aforesaid action thereof against them - Because they say that heretofore and after the death of the said Mannapully Tremalray to wit in the Second Term in the Year of Christ one thousand eight hundred and four in the Supreme Court of Judicature of our Lord the King at Madras one Latchmy by the Consider-ation and Judgment of the said Court recovered against them the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo as Executors of the Last will and Testament of the said Mannapully Tremalray deceased a certain debt of Four thousand Pagodas and also Two hundred and fourteen Pagodas and Twenty seven fanams for her damages which the said Latchmy had sustained as well on occasion of the detaining the said debt as for her Costs and Charges by her about her Suit in that behalf Expended by the said Court adjudged to the said Latchmy and with her assent to be levied of the Goods and Chattles which were of the said Mannapully Tremalray at the time of his death in the hands of them the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo as

Executors

Executors as aforesaid to be Administered if they had so much in their Hands to be Administered and if they had not so much in their Hands to be administered, and if they had not so much in their Hands to be administered then the said Two Hundred and fourteen Pagodas and Twenty seven Fanams for the damages aforesaid to be levied of the proper Goods and Chattels of them the said John De Fries Marepoody Vencata-sawmy Naidoo and Munnapully Rungiah Naidoo whereas the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo were Convicted as by the Record and proceedings of the said Judgment remaining in the said Supreme Court of Judicature of our Lord the King at Madras more fully appears which said Judgment so recovered as aforesaid was so recovered for a true and just debt really and truly due and owing from the said Munnapully Tremalray in his life time and at the time of his death unto the said Lakshmy and at the time of the recovery of the said Judgment in arrear and unpaid and the said John De Fries Mare-poody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo further say that after the recovering of the said Judgment and after the time of the preferring of the Plaint of the said Vasumtapooram Ramasawmy Praming against them the said John De Fries Marepudy Vencata-sawmy Naidoo and Munnapully Rungiah Naidoo in this behalf and whilst the said Judgment still remained in its full force strength and effect to wit on the first day of September in the year of Christ one thousand eight hundred and four at Madras a writ of Execution of the said Judgment issued out and

under

under the seal of the said Court of our Lord the King at madras
Directed to the Sheriff of Madras and that afterwards and
before the return of the said writ to wit on the fifteenth day
of the said Month of September in the year one thousand eight
hundred and four aforesaid at Madras aforesaid the said
Sheriff by Virtue of the said writ to him directed did
Cause to be made of the Goods and Chattles of the said
Munnapally Tremalray deceased at the time of his death
in the Bailiwick of the said Sheriff and in the hands
of them the said John De Fries Marcpoody Vencatasawmy
Naidoo and Munnapully Rungiah naidoo to be administered
the Sums of Two thousand Nine hundred and Ten Pagodas
and Twenty two Fanams and also the said Sum of Two
hundred and Fourteen Pagodas and Twenty seven Fanams
And the said John De Fries Marcpoody Vencatasawmy Naidoo
and Munnapully Rungiah naidoo further say that they have
fully administered all and Singular the Goods Chattles and
Credits which were of the said Munnapully Tremalray deceased
at the time of his death in the hands of them the said John
De Fries, Marcpoody Vencatasawmy Naidoo and Mannapully
Rungiah Naidoo to be administered to wit at Madras
and that they the said John De Fries Marcpoody Vencata-
= sawmy Naidoo and Mannapully Rungiah Naidoo have
not nor on the day of the preferring of the Plaint of the
said Vasumtapooram Ramasawmy Braminy against
them

them the said John De Fries Marepoody Vencatasawmy Naidoo and Mamapally Rangiah Naidoo in this behalf had they nor at any time since have they had any Goods or Chattles which were of the said Mamapully Trimalray deceased in the hands of them the said John De Fries Marepoody Vencatasawmy Naidoo and Mamapully Rangiah Naidoo to be administered except Goods and Chattles to the Value of the aforesaid Several Sums of Pagodas Two thousand nine hundred and ten and Twenty two Fanams Pagodas and Two hundred and fourteen and twenty seven Fanams and which said Several sums of Pagodas Two thousand nine hundred and ten and twenty two Fanams. Pagodas Two hundred and fourteen and twenty seven Fanams and Pagodas Eighty five have been in manner and at the time in this their Plea above set forth denied and Made of and from the Goods and Chattles which were of the said Mamapully Trimalray deceased at the time of his death and which then were in the hands of them the said John De Fries Marepoody Vencatasawmy Naidoo and Mamapully Rangiah Naidoo to be administered And also except goods and Chattles to the Value of Pagodas Three thousand and as and with respect to the

Goods

Goods and Chattles to the Value of Pagodas three Thousand the said John De Fries Marepoody Venkatasawmy Naidoo and Mamapully Rungiah Naidoo say that one Ann Simpson as Administratrice of all and Singular the Goods and Chattles Rights and Credits which were of Thomas Barrett deceased at the time of his death by her Plaint of the Twenty fourth day of August in the Vacation of the third Term in the Year of our Lord one thousand eight hundred and four filed and now remaining of Record in the Court of our Lord the King impleaded them the said John De Fries Marepoody Venkatasawmy Naidoo and Mamapully Rungiah Naidoo as Surviving Executors of the last will and Testament of the said Mamapully Tremalray deceased in a Certain Plea of Debt for Fifteen Thousand and five hundred Pagodas of and upon a Certain writing obligatory of the said Mamapully Tremalray made by him in his life time on the first day of July in the Year one thousand seven hundred and ninety nine at Fort St. George and whereby the said Mamapully Tremalray became held and firmly bound to the said Thomas Barrett (by the name and discription of Colonel Thomas Barrett) in the Sum of Fifteen Thousand Star Pagodas Current Money of Madras parcel of the said Sum of Fifteen Thousand and five hundred Star Pagodas) To be paid to the said Thomas Barrett

Barrett his heirs Executors Administrators or assigns when he the said Mannapully Tremalray his heirs Executors Administrators or assigns should be thereto afterwards requested - and also of and upon a certain Mutuation made by the said Mannapully Tremalray in his life time to wit on the Twenty fourth day of July in the year one thousand seven hundred and ninety nine of and from the said Thomas Barrett of the sum of Five hundred Star Pagodas / residue of the said Sum of Fifteen thousand Five hundred Star Pagodas / and as and with respect to the said Sum of three thousand Pagodas the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo further say that the said action in the said Court of our Lord the King being at the time of the filing of this their Plea in this behalf depending and the said writing obligatory in the said Plaint in the said action Mentioned being at the same time in its full force Virtue and effect and not Cancelled or discharged and there remaining and being at the same time Principal and Interest Monies justly due & owing upon and by Virtue of the said writing obligatory to a much larger amount than the said Sum of three thousand Pagodas hereinbefore in this their Plea excepted (that is to say) the Sum of Three thousand one hundred

hundred and fifty Pagodas of the Current Money of Madras they the said John De Fries, Marepoody Vencatasawmy Naidoo and Mamapully Rungiah Naidoo by their Plea filed to the Plains in the aforesaid action at the same time with the filing of this the Plea of the said John De Fries Marepoody Vencatasawmy Naidoo and Mumapully Rungiah Naidoo in this behalf to wit at Madras have confessed to have Goods and Chattles which were of the said Mamapully Tremalroy deceased at the time of his death in the hands of them the said John De Fries, Marepoody Vencatasawmy Naidoo and Mamapully Rungiah Naidoo to be Administered, to the value of the said Sum of Pagodas three thousand and this they the said John De Fries Marepoody Vencatasawmy Naidoo and Mumapully Rungiah Naidoo are ready to verify Wherefore they pray Judgment if the said Vasumtapooram Ramasawmy Braminy ought to have or maintain his aforesaid action against them the said John De Fries Marepoody Vencatasawmy Naidoo and Mamapully Rungiah Naidoo &c

And afterwards to wit in the same fourth Term of the same year came the Parties aforesaid by their attornies aforesaid and thereupon the said Vasumtapooram Ramasawmy Braminy says that by reason of any thing by the said John de Fries, Marrapeddy Vencatasawmy Naidoo and Mumapelly Rungiah Naidoo in their aforesaid Plea above alledged he ought not to be barred from having and maintaining his aforesaid action thereof against them Because he says that they the said John De Fries Marrapeddy Vencatasawmy Naidoo and Mamapelly Rungiah Naidoo have now and at the

Replication filed the 25th Sept. 1804.

the time of filing the Plaint of the said Vasuntapooram Ramasawmy Braminy against them the said John De Fries Marrapeddy Vencatasawmy Naidoo and Munnapelly Rungiah Naidoo Ld goods and chattels which were of the said Munnapelly Tremala Naick deceased in the hands of the said John de Fries Marrapeddy Vencatasawmy Naidoo and Munnapelly Rungiah Naidoo to be Administered Sufficient to Satisfy the said Vasantapooram Ramasawmy Braminy his said Debt besides the Goods and Chattels of the value in the said Plea mentioned - And this the said Vasantapooram Ramasawmy Braminy prays may be enquired of by the Court - And the said John de Fries Marrapeddy Vencatasawmy Naidoo and Munnapelly Rungiah Naidoo do the like &c

I have joined

- And now in this Fourth Term in the Year one Thousand eight Hundred and four, that is to say, on the First day of October in the said Year to which day was given as well to the said Vasuntapooram Ramasawmy Braminy as to the said John De Fries, Marapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo to inform the Court of the Premises. At which day came the Parties aforesaid by their said Attornies - And the said Court having heard the respective Allegations of the Parties and Examined the truth thereof and duly and deliberately considered the Evidence say that the said John De Fries Marapeddy Vencatasawmy Naidoo and Munnapully Rungiah Naidoo have now and at the time of filing the Plaint of the said Vasuntapooram Ramasawmy Braminy against them

Fourth Term 1804 -

Judgment signed for the Plaintiff the 9th day of Octr 1804 -

Item Said Goods and Chattels which were of the said Mumma=pully Tremala Naick in the hands of the said John De Fries, Marapeddy Vencatasawmy Naidoo and Mamapully Rungiah Naidoo to be Administered Sufficient to satisfy the said Vasumtapooram Ramasawmy Braminy his said Debt besides the Goods and Chattels of the value in the said Plea Mentioned. Therefore it is Considered that the said Vasumtapooram Ramasawmy Braminy do recover against the said John de Fries Marapeddy Vencatasawmy Naidoo and Mummapully Rungiah Naidoo Executors as aforesaid his said Debt and also Two hundred and seventeen Pagodas and twenty Nine Fanams for his Costs and Charges by him about his Suit in this behalf expended by the Court Now Here adjudged to the said Vasumtapooram Ramasawmy Braminy by his Agent to be levied of the Goods and Chattels which were of the said Mummapully Tremala Naick at the time of his death in the Hands of the said John de Fries Marapeddy Vencatasawmy Naidoo and Mummapully Rungiah Naidoo to be administered if they have so much thereof in their Hands to be Administered and if they have not so much thereof in their hands to be Administered then the said Sum of Two hundred and Seventeen Pagodas and twenty Nine Fanams being the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said John de Fries Marapeddy Vencata=sawmy Naidoo and Mummapully Rungiah Naidoo - And the said John de Fries Marapeddy Vencatasawmy Naidoo and Mummapully

Mamapully Rungiah Naidoo in Mercy &c

Mercy

And thereupon the said Vasumdapooram Rama
=sawmy Brauniny by Robert orme his attorney prays a writ of
our Lord the King to be directed to the Sheriff of Madraspatnam
to cause him to levy & make of the Houses, Lands, Debts,
and other Effects which were of the said Mamapully Tremala
naick at the time of his death in the Lands of the said John
De Fries, Marapeddy Vencatasawmy Naidoo and Mamapully
Rungiah naidoo to be administered, the Sum of eight
thousand and thirty four Pagodas Twelve Fanams and fifty
cash, if they have so much thereof in their Lands
Administered, and if they have not so much thereof in their Lands
to be Administered, then the Sum of Two Hundred and Seventeen
Pagodas and twenty nine Fanams being the Costs and Charges
aforesaid to be levied of the proper Goods and Chattels of
the said John De Fries, Marapeddy Vencatasawmy Naidoo
and Mamapully Rungiah naidoo - and it is granted
unto him returnable here on the Twenty fourth day of November
Instant -

Writ of Execution issued the 10th November 1804

Fourth Term 1804

Supreme Court

Fourth Term 1804

Record of Judgments

Roll 23

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four --

For Fort St George Madras } Bogappoo Chinna Honnapah puts in his place Robert Orme his attorney against Sannady Goorivappa in a Plea of Trespass on the case -

Fort St George Madras } The said Sannady Goorivappa in person at the Suit of the said Bogappas Chinna Honnapah in the Plea aforesaid -

Fort St George Madras } Be it Remembered that in the Third Term in the Year of our Lord one thousand eight hundred and four - before the said Supreme Court of Judicature at Madras came Bogappoo Chinna Honnapah by Robert Orme his attorney and brought into the same Court then there his certain Plaint against the said Sannady Goorivappa in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said

Plaint in Assumpsit filed the 2d. augt. 1804 -

Plaint

Plaints follows in these words to wit - Fort Saint George
Madras Bogappoo Chinna Honnapah by Robert orme
his Attorney complains of Sannady Goorevappa being an Hindoo
Inhabitant of Madras and as such Subject to the Jurisdiction of
this Honorable Court For that whereas the said Sannady Goorevappa
heretofore to wit on Mauka Bahoola Dasamy Tuesday of Goozarat
Gocka one thousand eight hundred and sixty & Twenty Six Thye
of the Roodrokecurry Year of the Hindoos being the sixth day of February
in the present year of Christ one thousand eight hundred and
four at Fort Saint George Madras aforesaid according to the Laws
and Customs of the Hindoo Natives of India made his certain
Note in writing in the Gentoo language his own proper hand being
thereto subscribed bearing date the day and year aforesaid and
then and there delivered the said Note to the said Bogappoo Chinna
Honnapah whereby the said Sannady Goorevappa acknowledged
to have borrowed and received of the said Bogappoo Chinna
Honnapa in ready Cash the Sum of Nine Hundred Current Rupees
which Sum he the said Sannady Goorevappa did thereby
engage to repay in the space of four Months with all such
Interest as should or might become due thereon at the rate of Twelve
per Cent per annum By Means whereof and according to the
Laws and Customs of such Hindoo Natives in that behalf the
said Sannady Goorevappa became liable to pay to the said Bogappoo
Chinna Honnapa the said Sum of Money Specified in the said Note
with Interest thereon after the rate aforesaid according to the

tenor

tenor and Effect of the said Note and being so liable
to the said Saunady Goorunappa in Consideration thereof
afterwards to wit on the same day and year aforesaid at
Fort Saint George Madras aforesaid undertook and then and there
faithfully promised the said Bagappoo Chinna Nonnapa to pay
him the said Sum of Money Specified in the said Note with
Interest thereon after the rate aforesaid according to the
tenor and effect of the said Note - And Whereas
also the said Saunady Goorunappa afterwards to wit on
the Ninth day of June in the said Year one Thousand eight
hundred and four at Fort Saint George Madras aforesaid
was indebted to the said Bagappoo Chinna Nonnapa in
the Sum of Six hundred Star Pagodas of the current money
of Madras for so much Money by the said Bagappoo
Chinna Nonnapa before that time lent and advanced
to the said Saunady Goorunappa and at his special
instance and request And being so indebted he the said
Saunady Goorunappa in Consideration thereof afterwards
to wit on the same day and year last aforesaid at
Fort Saint George Madras aforesaid undertook and
then and there faithfully promised the said Bagappoo

Chinna

Chinna Vonnapa to pay him the said last Mentioned Sum
of Money when he the said Saunady Goorunappa Should
be thereunto afterwards Requested - And Whereas
also the said Saunady Goorunappa afterwards to wit
on the same day and Year last aforesaid at Fort Saint
George Madras aforesaid was indebted to the said Bagappoo
Chinna Vonnapa in the further Sum of Six Hundred Star
Pagodas of like Current Money for so much Money
by the said Bagappoo Chinna Vonnapa before that time Paid
and Expended and paid for the said Saunady Goorunappa
and at his Special instance and Request And being so indebted
he the said Saunady Goorunappa in Consideration thereof
afterwards to wit on the same day and Year last
aforesaid at Fort Saint George Madras aforesaid
undertook and then and there faithfully promised the
said Bagappoo Chinna Vonnapa to pay him the said
last Mentioned Sum of Money when he the said Saunady
Goorunappa should be thereunto afterwards Requested
And Whereas also the said Saunady Goorunappa
afterwards to wit on the same day and Year last
aforesaid at Fort Saint George Madras aforesaid

accounted

accounted with the said Bogappoo Chinna Vonnapa of
and Concerning divers other Sums of Money before that
time due and owing from the said Saunady Goorunappa to
the said Bogappoo Chinna Vonnapa and then being in arrear
and unpaid and upon that accounting the said Saunady
Goorunappa was then and there found to be in arrear
and indebted to the said Bogappoo Chinna Vonnapa in the
further Sum of Six hundred Star Pagodas of like Current
Money and being so found in arrear and indebted he the said
Saunady Goorunappa in Consideration thereof afterwards
to wit on the same day and year last aforesaid at
Fort Saint George Madras aforesaid undertook and then
and there faithfully promised the said Bogappoo Chinna
Vonnapa to pay him the said last mentioned Sum of
Money when he the said Saunady Goorunappa should
be thereunto afterwards requested Yet the said Saunady
Goorunappa not regarding his said several promises
and undertakings so by him made in Manner and Form aforesaid
but Contriving and fraudulently intending craftily and subtilly
to deceive and defraud the said Bogappoo Chinna Vonnapa
in this behalf hath not yet paid the said several Sums

of

No. 69

of Money or any of them or any part thereof (although so to do he the said Saunady Goorunappa was requested by the said Bagappa Chinna Hounapa to visit on the same day and year last aforesaid and often afterwards to visit at Fort St. George Madras aforesaid) But the said Saunady Goorunappa to pay the same or any of them or any part thereof to the said Bagappoo Chinna Hounapa hath hitherto wholly refused and still doth refuse To the Damage of the said Bagappoo Chinna Hounapa of Six Hundred Star Pagodas and therefore he brings Suit &c

And Now in this Fourth Term in the Year one thousand eight Hundred and four that is to say on the Twelfth day of September to which day was given as well to the said Bagappoo Chinna Hounappa as to the said Saunady Goorunappa and the said Saunady Goorunappa says Nothing in bar or preclusion of the said action of the said Bagappoo Chinna Hounappa by which the said Bagappoo Chinna Hounappa remains therein undefended against the said Saunady Goorunappa for which the said Bagappoo Chinna Hounappa ought to recover his damages by occasion of the premises and afterwards to wit on the Seventeenth day of the said Month of September in the Term last aforesaid

the

the said Court having deligently enquired what damages the said Bogappoo Chinna Wonnapa hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended do find and adjudge that the said Bogappoo Chinna Wonnappa hath sustained damages by Occasion of the premises over and above his Costs and Charges to Two hundred and Seventy Seven Pagodas and six Fanams and for those Costs and Charges to one hundred and fourteen Pagodas and thirty eight Fanams - Therefore it is Considered that the said Bagappoo Chinna Wonnappa recover against the said Sannady Goorunappa his damages and Costs aforesaid by the Court aforesaid in Manner and Form aforesaid found and adjudged which damages Costs and Charges in the whole amount to Three hundred and Ninety two Pagodas and the said Sannady Goorunappa in Mercy &c.

Judgment signed for the Plaintiff the 12th day of Octr 1804 -

mercy

And thereupon the said Bogappoo Chinna Wonnapa by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam commanding him that he cause to be taken the Body of the said Sannady Goorunappa in Satisfaction of his Damages

Capias ad Satisfaciendum issued the 12th Octr 1804 -

Fourth Term 1804 -

Damages, Costs and Charges - And it is granted unto him returnable
here on the fifteenth day of October instant -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His majesty's Supreme Court of Judicature at Madras of the Fourth Term in the year of our Lord one thousand eight hundred and four -

Fort St George Madras } Vadoovummall widow and personal representative of Ramasawmy Moodeliar deceased puts in her place Robert Orme her attorney against Ammoo Ammall the widow and Tellesinga Chitty and Cooty Chitty the Brothers and personal representatives of Mootoomarry Chitty Tamboo Chetty deceased in a Plea of debt -

Fort St George Madras } The said Ammoo Ammall the widow and Tellesinga Chitty and Cooty Chitty the Brothers and personal representatives of Mootoomarry Chitty, Tamboo Chitty deceased in persons at the Suit of the said Vadoovummall widow and personal representative of Ramasawmy Moodeliar deceased - in the Plea aforesaid -

Fort St George Madras } Be it remembered that as of the Fourth Term in the year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Vadoovummall widow and personal representative of Ramasawmy Moodeliar deceased by Robert Orme her attorney and brought into the said Court then there her certain Plaint against Ammoo Ammall the widow and Tellesinga Chitty and Cooty Chitty the Brothers and personal representatives of Mootoomarry Chitty, Tamboo Chitty deceased in

Plaint in debt filed the 23d January 1804

in a Plea of Debt and there are Pledges for the Prosecution to wit
John Doe and Richard Roe which said Plaint follows in
these words to wit - Fort Saint George Madras ss Vadoovummall
widow and personal Representative according to the Laws and
Customs of the Hindoo Natives of India of Ramasawmy
Moodelliar deceased late an Hindoo Inhabitant of Madras
by Robert Orme her attorney Complains of Ammoo
Ammall the widow and Tellesinga Chitty and Cooly Chetty the
Brothers and personal Representatives of Mootoomarry Chetty
Tomboo Chetty late also an Hindoo Inhabitants of Madras deceased
according to the Laws and Customs of such Hindoo Natives, and
having as such personal Representatives administered and
taken possession of the Estate and Effects which were of the said
Mootoomarry Chitty Tomboo Chetty at the time of his death -
and the said Ammoo Ammall Tellesinga Chetty and Cooly
Chetty being respectively Hindoo Inhabitants of Madras
aforesaid and as such Subjects to the Jurisdiction of this
Hon^ble Court of a Plea that they render to her the said
Vadoovummall personal Representative as aforesaid Two thousand four
hundred and eighty Star Pagodas current Money of Madras aforesaid
which they unjustly detain from her For that whereas the said
Mootoomarry Chetty Tomboo Chetty in his life time to wit on the
first day of August in the year of Christ one thousand eight
hundred and one at Madras aforesaid by his certain writing
obligatory sealed with the Seal of the said Mootoomarry Chetty
Tomboo Chetty and to the Court now here Shewn the date whereof
is the day and year aforesaid acknowledged himself to be
held and firmly bound unto the said Ramasawmy Moodelliar
in his life time in the Sum of Two thousand four hundred and eighty
Star Pagodas to be paid to the said Ramasawmy Moodelliar

his

his heirs Executors and Administrators when he the said Mootoomarry Chetty Tomboo Chitty in his life time should be thereto afterwards requested Yet the said Mootoomarry Chetty Tomboo Chitty in his life time - and the said Ammoo Ammall Tellesinga Chetty and Cootty Chitty personal Representatives as aforesaid since the death of the said Mootoomarry Chitty Tombo Chitty have not nor hath any or either of them although often requested &c paid the said Sum of Two thousand four hundred and eighty Star Pagodas above demanded or any part thereof to the said Ramasawmy Moodeliar in his life time or to the said Vadoovummall personal Representative as aforesaid since the death of the said Ramasawmy Moodeliar but to pay the same or any part thereof to the said Ramasawmy Moodeliar in his life time or to the said Vadoovummall personal Representative as aforesaid since the death of the said Ramasawmy Moodeliar the said Mootoomarry Chitty Tombo Chitty in his life time and the said Ammoo Ammall Tellesinga Chitty and Cootty Chitty personal Representatives as aforesaid since the death of the said Mootoomarry Chitty Tombo Chitty have and each of them hath hitherto altogether refused and the said Ammoo Ammall Tellesinga Chitty and Cootty Chitty personal Representatives as aforesaid and each of them still refuse to pay the same to the said Vadoovummall personal Representative as aforesaid To the Damage of the said Vadoovummall as such personal

Fourth Term 1804 -

personal Representative of one Hundred Star Pagodas and therefore she brings Suit &c

And Now in this Third Term in the Year one Thousand eight Hundred and Four that is to say on the eighteenth Day of July to which day was given as well to the said Vadoovummall as to the said Ammoo Ammall Tellesinga Chitty and Coothy Chitty and the said Ammoo Ammall Tellesinga Chitty and Coothy Chitty say Nothing in bar or preclusion of the said action of the said Vadoovummall by which the said Vadoo-vummall Remains therein undefended against the said Ammoo Ammall Tellesinga Chitty and Coothy Chitty and afterwards to wit on the Seventh Day of August in the Year aforesaid the Justices of the said Court having heard the allegations of the Party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the Plaintiff say that the said Writing obligatory in the Plaint Mentioned is the Deed of the said Moothoomaury Chitty Tomboo Chitty deceased as the said Vadoovummall hath in her said Plaint in that behalf therein alledged Therefore it is Considered that the said Vadoovummall personal Representative as aforesaid of the said Ramaswamy Moodeliar deceased do recover against the said Ammoo Ammall Tellesinga Chitty and Coothy Chitty personal Representatives as aforesaid of the said Moothoomarry Chitty Tomboo Chitty deceased the said Debt and also one Hundred and thirteen Pagodas and fourteen Fanams for the Costs and Charges of

Judgment signed for the Plaintiff the 20th day of October 1804 -

of the said Vadoovummall by her about her Suit in this behalf Expended by the Court Now Here adjudged to the said Vadoovummall by her afsets to be Levied of the Goods and Chattels which were of the said Mootoomarry Chitty Tomboo Chitty at the time of his death in the hands of the said Ammoo ammall Tellesinga Chetty and Cooty Chetty to be Administered if they have so much thereof in their Lands to be Administered and if they have not so much thereof in their Lands to be administered then the said Sum of one Hundred and Thirteen Pagodas and fourteen Fanams being the Costs and Charges aforesaid to be Levied of the proper Goods and Chattels of the said Ammoo ammall Tellesinga Chitty and Cooty Chitty and the said Ammoo ammall Tellesinga Chitty and Cooty Chitty in Mercy &c

mercy

And Thereupon the said Vadoovammall personal Representative as aforesaid of the said Ramasawmy Moodelliar deceased by Robert Orme her attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses, Lands, Debts and other Effects which were of the said Mootoomarry Chitty Tombo Chitty at the time of his death in the hands of the said Ammoo Ammall, Tellesinga Chitty and Cooty Chitty as his Representatives as aforesaid to be administered, the Sum

Writ of Execution issued the 20th October 1804

Fourth Term 1804

Sum of one Thousand Seven Hundred and Sixty Nine Pagodas thirty three Fanams and Seventy Cash, if they have so much thereof in their Hands to be Administered, and if they have not so much thereof in their Hands to be Administered, then the Sum of one Hundred and three Pagodas and fourteen Fanams being the Costs and Charges aforesaid to be levied of the proper Goods and Chattles of the said Ammoo ammall Tellesinga Chitty and Cooky Chitty - and it is granted unto her returnable here on the Twentieth day of November next -

Pleas before the Honble Sir Thomas Andrew Stranger, Knight, Chief Justice - The Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras } Paneyore Amoordalinga Moodelliar puts in his Place Townes Disney his attorney against Nairoo Vencata Narraina Chitty in a Plea of Trespass on the case -

Fort St George Madras } The said Nairoo Vencata Narraina Chitty in his Person & the Suit of the said Paneyore Amoordalinga Moodelliar in the Plea aforesaid -

Fort St George Madras } Be it Remembered that in the Third Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Paneyore Amoordalinga Moodelliar by Townes Disney his attorney and brought into the same Court then here his certain Plaint against Nairoo Vencata Narraina Chitty in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St George Madras ss Paneyore Amoordalinga Moodelliar of Madras Inhabitant by Townes Disney his attorney complains of Nairoo Vencata Narraina Chitty being also an Hindoo Inhabitant of Madras and as such Subject to the jurisdiction of this Honble Court - For that whereas the said Nairoo Vencata

Plaint in Assumpsit filed 23d July 1803 -

Vencata Narraina Chitty heretofore to wit on the Nineteenth day of January in the Year one Thousand eight hundred and three at Madras aforesaid made a Certain Note in writing in the Malabar Language his own proper hand being thereunto subscribed, bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Paneyore Amoordalinga Moodelliar, by which said Note he the said Nairoo Vencata Narraina Chitty acknowledged to have borrowed and received of the said Paneyore Amoordalinga Moodelliar the Sum of Two hundred and fifty five Star Pagodas Current Money of Madras which sum he the said Nairoo Vencata Narraina Chitty did thereby engage to repay in different payments, to wit, on the thirteenth day of February the Sum of Fifty Pagodas, on the Thirtieth day of March the Sum of Eighty Pagodas On the Thirtieth day of April the Sum of Seventy five Pagodas and on the Thirtieth day of May the Sum of Fifty Pagodas with all such interest as should or might become due thereon at the rate of Twelve per Cent per Annum, by reason whereof and according to the laws and Customs of such Hindoo Natives of India he the said Nairoo Vencata Narraina Chitty became liable to pay to the said Paneyore Amoordalinga Moodelliar the said sum of Money in the said Note contained according to the Tenor and Effect of the said Note, and being so liable he the said Nairoo Vencata Narraina Chitty in Consideration

Thereof

thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Paneyore Amoordalinga Modelliar to pay him the said Sum of Money last Mentioned according to the tenor and Effect of the said Note - And whereas the said Nairoo Vencata Narraina Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Paneyore Amoordalinga Modelliar in other Two hundred and fifty Star Pagodas of like Lawful Money by the said Paneyore Amoordalinga Modelliar before that time lent and advanced to the said Nairoo Vencata Narraina Chitty and at his Special instance and request and being so indebted he the said Nairoo Vencata Narraina Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Paneyore Amoordalinga Modelliar to pay him the said last mentioned Sum of Money when he should be thereunto afterwards requested. And whereas also the said Nairoo Vencata Narraina Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted unto the said Paneyore Amoordalinga Modelliar in other Two hundred and fifty Star Pagodas of like Lawful Money of Madras for money by the said Nairoo Vencata Narraina Chitty before that time had and received to the use of the said Paneyore Amoordalinga Modelliar and being so indebted he the said Nairoo Vencata Narraina Chitty in Consideration thereof afterwards to wit

on

on the same day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Paneyore Amoordalinga Moodelliar to pay him the said last
mentioned Sum of Money, when he should be thereunto afterwards
requested - And Whereas also the said Nairoo Vencata
Narraina Chitty afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid accounted with
the said Paneyore Amoordalinga Moodelliar of and Concerning
divers Sums of Money from the said Nairoo Vencata
Narraina Chitty to the said Paneyore Amoordalinga Moodelliar
before that time due and owing and then and there in arrear
and unpaid and upon that account the said Nairoo Vencata
Narraina Chitty was then and there found in arrear
to the said Paneyore Amoordalinga Moodelliar in the Sum
of Two Hundred and fifty five Star Pagodas of like
Lawful Money and being so found in arrear the said
Nairoo Vencata Narraina Chitty in Consideration thereof
afterwards to wit on the day and Year last aforesaid
at Madras aforesaid undertook and then and there faith-
fully promised the said Paneyore Amoordalinga Moodelliar
that he the said Nairoo Vencata Narraina Chitty would
well and truly pay and Satisfy to the said Paneyore
Amoordalinga Moodelliar the said Sum of Two Hundred
and fifty five Pagodas last Mentioned, when he should

be

he thereunto afterwards requested Yet the said Nairoo Vencata Narraina Chitty not regarding his said Several promises and undertakings aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Paneyore Amoordalinga Moodelliar in this particular hath not yet paid the said Several Sums of Money or any part thereof to the said Paneyore Amoordalinga Moodelliar although he the said Nairoo Vencata Narraina Chitty afterwards to wit on the same day and Year last aforesaid and often afterwards to wit at Madras aforesaid by the said Paneyore Amoordalinga Moodelliar was requested, but to pay the same to him he the said Nairoo Vencata Narraina Chitty hath hitherto wholly refused and still doth refuse to the said Paneyore Amoordalinga Moodelliar his damage of Five hundred Star Pagodas, and therefore he brings his Suit and so forth.

And now on this day, that is to say on the first day of August in this Third Term one thousand eight hundred and four - to which day was given as well to the said Paneyore Amoordalinga Moodelliar as to the said Nairoo Vencata Narraina Chitty And the said Nairoo Vencata Narraina Chitty in his proper person comes and defends the wrong and injury when &c - And says nothing in bar or preclusion of the said action of the said Paneyore Amoordalinga Moodelliar by

which

which the said Paneyore Amoordalinga Moodelliar remains therein undefended against the said Nairoo Vencata Narraina Chitty wherefore the said Paneyore Amoordalinga Moodelliar ought to recover against the said Nairoo Vencata Narraina Chitty, his damages by Occasion of the premises - And afterwards to wit on the Sixth day of the said Month of August in the Term last aforesaid, the said Court having deligently enquired what damages the said Paneyore Amoordalinga Moodelliar hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended, do find and adjudge that the said Paneyore Amoordalinga Moodelliar hath sustained damages by occasion of the premises to the amount of Three hundred and five Pagodas, over and above his Costs and Charges by him about his Suit in this behalf Expended, and for those Costs and Charges to the Sum of one hundred and thirty one Star Pagodas and Twenty three Fanams - Therefore it is Considered by the Court here that the said Paneyore Amoordalinga Moodelliar recover against the said Nairoo Vencata Narraina Chitty his damages and Costs aforesaid by the Court aforesaid found and adjudged which said damages Costs and Charges in the whole amount to the Sum of Four hundred and thirty Six Pagodas and twenty three Fanams - And the said Nairoo Vencata Narraina Chitty in Mercy &c

Judgment signed for the Plaintiff 22d Octr 1804

Mercy

And

And thereupon the said Pamyore Amoordalinga Moodelliar by Fownes Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras= =patnam Commanding him that he cause to be taken the Body of the said Nairoo Vencata Narraina Chitty in Satisfac= =tion of his Damages, Costs and Charges - and it is granted unto him returnable here on the Sixth day of November next -

Capias ad Satisfa= =ciendum issued the 22d. October 1804

Fourth Term 1804.

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, the Honble Sir Henry Gwillem Knight, and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ... } Sauna Sawmy Chitty Son and Heir and Personal Represen-
-tative of Sauna Codanda Rauma Chitty deceased puts in his place George Mc Mahon his attorney against Gaudala Moothealoo Chitty in a Plea of Trespass on the Case, -

Fort St. George Madras } The said Gaudala Moothealoo Chitty in his person at the Suit of the said Sauna Sawmy Chitty Son & Heir and personal representative of Sauna Codanda Rauma Chitty deceased in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the Twenty first day of December in the Vacation after the Fourth Term in the Year of our Lord one Thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Sauna Sawmy Chitty Son and Heir and personal representative of Sauna Codanda Rauma Chitty deceased and brought into the same Court then there his Certain Plaint against the said Gaudala Moothealoo Chitty in a Plea of Trespass on

Plaint in assumpsit filed the 21. December 1803.

on the Case and there are Pledges for the Prosecution to wit
John Doe and Richard Roe which said Plaint follows
in these words - For Fort St George Madras Sauna
Sawmy Chitty son and heir and Personal representative
of Sauna Codanda Raumah Chitty deceased by his
Attorney George Mc Mahon Gentleman, Complains of
Gaudala Mootealoo Chitty a Native Inhabitant of
Madras and as such a person Subject to the Jurisdiction
of this Honble Court of a Plea of Trespass on the Case,
for this, to wit that Whereas the said Gaudala Mootealoo
Chitty on the twentieth day of March in the Year of
Christ one thousand seven hundred and Eighty six,
to wit, at Madras aforesaid made his Certain Note
in the Gentoo Language with his proper hand thereto
subscribed, bearing date on the day and year above
mentioned, and then and there delivered the said Note to
the said Sauna Codanda Raumah Chitty in his life
time, by which said Note he the said Gaudala Mootealoo
Chitty acknowledged to have borrowed of the said Sauna
Codanda Raumah Chitty the Sum of fifty Pagodas
Current Money of Madras, which said Sum he the said
Gaudala Mootealoo Chitty thereby promised to pay to
the said Sauna Codanda Ramah Chitty on or before
the twenty fifth of June then next following, with
Interest at the rate of Twelve per Cent per Annum,
by

No 79.

by Reason whereof, and by Force of the Laws and Customs of the Natives of India, in that behalf the said Gaudala Moothealoo Chitty then and there became liable to pay the said Sum of Money in the said Note Specified to the said Sauna Cadanda Raumah Chitty according to the tenor and Effect of the said Note; and being so liable he the said Gaudala Moothealoo Chitty in Consideration thereof afterwards, to wit, on the same day and year aboumentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Sauna Cadanda Rauma Chitty deceased in his life time to pay to the said Sauna Cadanda Raumah Chitty the said Sum of Money in the said Note mentioned according to the tenor and Effect of the said Note. - And Whereas also the said Gaudala Moothealoo Chitty afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Sauna Cadanda Raumah Chitty in his life time in the Sum of two Hundred Pagodas of like Current Money of Madras for so much Money by the said Sauna Cadanda Raumah Chitty before that time lent and advanced and paid laid out and Expended to and for the use of him the said Gaudala Moothealoo Chitty and at his Special instance and

Request

Request, and being so indebted the said Gaudala Moothealoo
Chitty afterwards to wit on the same day and Year aforesaid
at Madras aforesaid in consideration thereof took upon
himself and then and there faithfully promised the said Sauna
Cadanda Raumah Chitty in his life time to pay him the
said last Mentioned Sum of Money when he should be
afterwards thereunto requested. - And whereas
also the said Gaudala Moothealoo Chitty afterwards to
wit on the same day and Year aforesaid at Madras
aforesaid was indebted unto the said Sauna Cadanda
Raumah Chitty in his life time in other two hundred
Pagodas of like Current Money of Madras for so much
Money by the said Gaudala Moothealoo Chitty before
that time had and received to the use of the said Sauna
Cadanda Raumah Chitty and being so indebted he the
said Gaudala Moothealoo Chitty in Consideration thereof
afterwards to wit on the same day and Year aforesaid at
Madras aforesaid undertook and then and there faithfully
promised the said Sauna Cadanda Raumah Chitty in his
life time to pay him the said Sum of Money last Mentioned
when he should be afterwards thereunto requested - and
whereas also the said Gaudala Moothealoo Chitty afterwards
to wit on the same day and Year Mentioned at Madras
aforesaid accounted with the said Sauna Cadanda
Raumah

Raumah Chitty in his life time of and Concerning divers other Sums of Money from the said Gaudala Moothealoo Chitty to the said Sauna Codanda Raumah Chitty before that time due and Owing and then and there in arrear and unpaid and upon that account the said Gaudala Moothealoo Chitty was then and there found to be in arrear and indebted to the said Sauna Codanda Raumah Chitty in his life time in other two hundred Pagodas of like Current Money of Madras and being so indebted the said Gaudala Moothealoo Chitty in Consideration thereof afterwards to wit on the same day and year last Mentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Sauna Codanda Raumah Chitty in his life time to pay to him the said last mentioned Sum of Money when he should afterwards be thereunto requested - Yet the said Gaudala Moothealoo Chitty not regarding his several promises and undertakings aforesaid made but Contriving and fraudulently intending craftilly and subtilly to deceive and defraud the said Sauna Codanda Raumah Chitty in his life time hath not yet paid the said several Sums of Money or any part thereof to the said Sauna Codanda Raumah Chitty in his life time or to the said Sauna Sawmy Chitty as such Son and Heir and Personal Representative as aforesaid of the said Sauna Codanda Raumah Chitty deceased although often times afterwards requested but hath to pay

pay the same Sitherto hath wholly refused and Still doth refuse to the said Sauna Sawmy chitty his damage of two Hundred and fifty Pagodas and therefore he produced his Suit and so forth -

AND Now on this day, that is to say on the Twenty Seventh day of July in the Third Term in the said Year one thousand eights hundred and four, to which day was given as well to the said Sauna Sawmy Chitty as to the said Gaudala Mootialoo Chitty - And the said Gaudala Mootialoo Chitty in his proper person comes and defends the wrong and injury when &c and Says Nothing in bar or preclusion of the said action of the said Sauna Sawmy chitty, by which the said Sauna Sawmy Chitty remains therein undefended against the said Gaudala Mootialoo Chitty wherefore the said Sauna Sawmy chitty ought to recover against the said Gaudala Mootialoo Chitty his damages by occasion of the premises - And afterwards to wit on the first day of August in the Term last aforesaid the said Court having diligently enquired what damages the said Sauna Sawmy chitty hath sustained as well by the means aforesaid, as for his Costs and Charges by him about his Suit in this behalf Expended, do find and adjudge, that the said Sauna Sawmy chitty hath Sustained damages by occasion of the premises to the amount of Eighty five Star Pagodas over and above his Costs and Charges by him about his Suit in this behalf Expended, and for those Costs and Charges to the Sum of one Hundred and seventeen Star Pagodas and

Fourth Term 1804

Judgment signed for the Plaintiff the 22d of October 1804 -

and Forty three Fanams Therefore it is Considered by the Court here that the said Sauna Sawmy Chitty recover against the said Gaudala Mootialoo Chitty his damages and Costs aforesaid by the court aforesaid found and adjudged, which said damages Costs and Charges in the whole amount to the Sum of Two Hundred and two Star Pagodas, and forty three Fanams And the said Gaudala Mootialoo Chitty in Mercy &c.

Mercy

And Thereupon the said Sauna Sawmy Chitty by Fawnes Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam commanding him that he cause to be taken the body of the said Gaudala Mootialoo Chitty in Satisfaction of his damages Costs and Charges - and it is granted unto him returnable here on the Sixth day of November next -

Ca. ad Satisfaciendum issued on the 22d October 1804.

529

Supreme Court

Fourth Term 1804

Record of Judgments

Roll 24

Fourth Term 1804 -

Held before the Hon^ble Sir Thomas Andrew Strange Knight, Chief Justice, the Hon^ble Sir Henry Gwillim Knight, and the Hon^ble Sir Benjamin Sullivan Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the year of our Lord one thousand eight hundred and four -

which said Plaint follows in these words - Fort St. George Madras - John Beaumont by Robert Orme his attorney Complains of John Edward Branson Thomas Jones and Luke Reddy being British Subjects and as such respectively Subject to the Jurisdiction of this Hon^ble Court Forthat whereas one William Leonard heretofore to wit on the Nineteenth Day of November in the Year of our Lord one Thousand eight Hundred and Three at Calcutta to wit at Fort Saint George Madras aforesaid according to the usage and Custom of Merchants made his Certain Bill of Exchange in writing his own proper hand being thereto subscribed bearing date the day and year aforesaid and then and there directed the said Bill to the said John Edward Thomas and Luke by their Copartnership Name Stile and Firm of Messieurs Branson, Jones and Reddy Madras and thereby required the said John Edward Thomas and Luke at one Month sight of that his first of Exchange second of the same tenor and date not being paid to pay to the said John by the name of Mr. John Beaumont or order the Sum of one thousand two hundred Star Pagodas for Value received and place the same to the account of the said William Leonard and then and there delivered the said Bill of Exchange to the said John which said Bill the said John Edward Thomas and Luke

a Steward of

afterwards to wit on the Sixth day of December in the said year one Thousand eight hundred and three at Fort Saint George Madras aforesaid upon Sight thereof accepted according to the said Usage and Custom of Merchants their aforesaid Style and Firm of Branson Jones and Reddy being therein written to wit in the hand writing of one of them by reason whereof and according to the said usage and Custom of Merchants, the said John Edward Thomas and Luke became liable to pay to the said John the said Sum of Money in the said Bill of Exchange Specified according to the tenor and Effect of the said Bill and of their said acceptance thereof as aforesaid and being so liable they the said John, Edward, Thomas and Luke in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said Sum of Money in the said Bill Specified according to the tenor and Effect of the said Bill and of their acceptance thereof as aforesaid - And whereas also the said John Edward Thomas and Luke afterwards to wit on the Ninth Day of January in the present year one Thousand eight hundred and four at Fort Saint George Madras aforesaid were indebted to the said John in the Sum of Two Thousand Star Pagodas of the Current Money of Madras for so much Money by the said John Edward Thomas and Luke before that time had and received to and for the Use of

the

the said John and being so indebted they the said John Edward Thomas and Luke in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned Sum of Money when they the said John Edward Thomas and Luke should be thereunto afterwards requested - And Whereas also the said John Edward Thomas and Luke afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid accounted with the said John of and Concerning divers other sums of Money before that time due and owing from the said John Edward Thomas and Luke to the said John and then being in arrear and unpaid and upon that accounting the said John Edward Thomas and Luke were then and there found to be in arrear and indebted to the said John in the further Sum of Two thousand Star Pagodas of like Current Money of Madras and being so found in arrear and indebted they the said John Edward Thomas and Luke in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort St George Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned Sum of Money when they the said John Edward Thomas and Luke

should be thereunto afterwards requested Yet the said John Edward Thomas and Luke not regarding their said several promises and undertakings so by them made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said John in this behalf have not nor hath any or either of them yet paid the said several sums of money or any of them or any part thereof to the said John (although to do they the said John Edward Thomas and Luke were requested by the said John on the same day and year last aforesaid and often afterwards) but the said John Edward Thomas and Luke to pay the same or any of them or any part thereof to the said John have and each of them hath hitherto wholly refused and still do and each of them doth refuse to the Damage of the said John of Two Thousand Star Pagodas and therefore he brings Suit &c

And now at this Day that is to say on the Twenty Second day of September in this Fourth Term in the year of our Lord one Thousand eight hundred and four the said John Edward Thomas and Luke by Charles Walters and James Sutherland their attornies come and say that they cannot deny the said action of the said John Beaumont nor but that they the said John Edward Thomas and Luke did undertake

Cognovit filed the 20th October 1804 -

and

and promise in Manner and form as the said John Beaumont
hath above thereof Complained against them nor but
that he the said John Beaumont hath sustained Damages
by Occasion of the Non performance of the said several
promises and undertakings to one thousand one hundred
and Twenty six Star Pagodas thirty four Fanams and forty
cash as he the said John Beaumont hath above in his
said Plaint supposed and thereupon the said John
Beaumont prays that the said Damages so acknowledged
together with his Expences and Costs laid out by him
about his Suit in this behalf may be adjudged to him
&c Therefore it is Considered that the said John
Beaumont recover against the said John Coward Thomas
and Luke his Damages aforesaid so by them in form
aforesaid acknowledged and also Eighty three Pagodas
and Seven Fanams for his Costs and Charges by the
Court here adjudged to the said John Beaumont by
his assent which said Damages in the whole
amount to one thousand Two hundred and Eleven
Pagodas Twenty one Fanams and forty cash - and
the said John Coward, Thomas and Luke in mercy &c

Judgment signed for the Plaintiff the 24th day of October 1804 -

mercy

And thereupon the said John Beaumont
by Robert orme his attorney prays a writ of our Lord
the King to be directed to the Sheriff of Madraspatam

Writ of Execution issued the 24th Oct. 1804

to Cause Him to Levy and Make of the Houses Lands Debts
and Other Effects which belong to the said John Edward
Thomas and Luke the Sum of one Thousand Two Hundred
and Eleven Pagodas Twenty one Fanams and forty cash -
and it is granted unto Him Returnable Here on the 24th
day of November Next -

Fourth Term 1804-

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight hundred and four -

Fort St. George Madras } John Hunter and George Hay put in their place Robert Orme their attorney against John Edward Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the case on promises -

Fort St. George Madras } The said John Edward Branson, Thomas Jones and Luke Reddy put in their place Walters and Sutherland their attorney at the Suit of the said John Hunter and George Hay in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Vacation after the third Term in the Year of our Lord one Thousand eight hundred and four before the said Supreme Court of Judicature at Madras came John Hunter and George Hay by Robert Orme their Attorney and brought into the same Court then there their certain Plaint against John Edward Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the Case on promises, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - to wit

Plaint in assumpsit filed the 22d. august 1804 -

Fort

Fort Saint George Madras ss John Hunter and George Kay by Robert Orme their attorney complain of John Edward Branson, Thomas Jones and Luke Reddy being British Subjects and as such respectively Subject to the Jurisdiction of this Hon^ble Court. For Whereas the said John Edward Thomas and Luke heretofore to wit on the Thirtieth day of April in the Present Year of Christ one Thousand eight Hundred and four at Madras made their certain Note in writing commonly called a Promisory Note the Proper Hand writing of one of them the said John Edward Thomas and Luke by and in their Copartnership Name Firm and Stile of Branson Jones and Reddy being thereunto Subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said John Hunter and George and thereby one Month after date thereof promised to pay to the said John Hunter and George by their Copartnership Name stile and firm of Messieurs Hunter and Kay or Order Two Thousand two Hundred and fifty five Star Pagodas Ten Fanams and Sixty Cash with Interest at twelve per Cent per Annum for Value received By reason whereof and by force of the Statute in such Case Made and provided the said John Edward Thomas and Luke became liable to pay to the said John Hunter and George the said Sum of Money in the said Note Specified according to the tenor and effect of the said Note and being so liable they the said John Edward Thomas and Luke in Consider-

Fourth Term 1804 -

at Madras aforesaid undertook and then and there faithfully promised the said John Hunter and George to pay them the said Sum of Money in the said Note Specified according to the tenor and effect of the said Note - And whereas also the said John Edward Thomas and Luke afterwards to wit on the Fourth day of June and Year last aforesaid at Madras aforesaid were indebted to the said John Hunter and George in the further Sum of Three thousand Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said John Edward Thomas and Luke before that time had and received to and for the use of the said John Hunter and George And being so indebted they the said John Edward Thomas and Luke in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John Hunter and George to pay them the said last Mentioned Sum of Money when they the said John Edward, Thomas and Luke should be thereunto afterwards Requested - And Whereas also the said John Edward Thomas and Luke afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said John Hunter and George of and Concerning divers other Sums of Money before that time due and owing from the said John Edward Thomas and Luke to the said John Hunter and George and then being in arrear and unpaid And upon that accounting the said John Edward Thomas and Luke were then and there found

to be in arrear and indebted to the said John Hunter and George in the further Sum of three thousand Star Pagodas of like current Money - And being so found in arrear and indebted they the said John Edward Thomas and Luke in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John Hunter and George to pay them the said last mentioned Sum of Money when they the said John Edward Thomas and Luke should be thereunto afterwards requested Yet the said John Edward Thomas and Luke not regarding their said several promises and Undertakings so by them made in Manner and Form aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said John Hunter and George in this behalf have not nor hath any of them yet paid the said several Sums of Money or any of them or any part thereof (although so to do they the said John Edward Thomas and Luke were requested by the said John Hunter and George to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid) But the said John Edward Thomas and Luke to pay the same or any of them or any part thereof to the said John Hunter and George but each of them hath hitherto wholly refused

and Still do and each of them doth refuse To the Damage of the said John Humber and George of three thousand Star Pagodas and therefore they bring Suit &c.

And Now at this day that is to say on the Twenty second day of September in this same Term The said John Edward Thomas and Luke Charles Walters and James Sutherland their attornies come and say that they cannot deny the said action of the said John Humber and George nor but that they the said John Edward Thomas and Luke did undertake and promise in Manner and form as the said John Humber and George have above thereof Complained against them nor but that they the said John Humber and George have sustained Damages by reason of the non=performance of the said several promises and undertakings to Two Thousand three hundred and Eighty four Star Pagodas ten Fanams and Sixty Cash as they the said John Humber and George have above in their said Plaint supposed and thereupon the said John Humber and George pray that the said Damages so acknowledged together with their Expences and Costs laid out by them about their Suit in this behalf may be adjudged to them &c. Therefore it is Considered that the said John Humber and George Recover against the said John Edward Thomas and Luke their Damages aforesaid so by them in form aforesaid acknowledged and also Eighty three Pagodas and Seven Fanams for their Costs and

Cognovit filed the 20th October 1804-

Judgment by Confession signed for the Plaintiffs the 24th day of Octr 1804-

Charges by the Court here adjudged to the said John Hunter and George by their agent, which said Damages in the Whole amount to Two thousand four hundred and sixty seven Pagodas seventeen Fanams and Sixty Cash - And the said John Edward, Thomas and Luke in mercy &c

mercy

And thereupon the said John Hunter and George Hay by Robert orme his attorney pray a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts, & other Effects which belong to the said John Edward, Thomas and Luke the sum of Two thousand four hundred and sixty seven Pagodas Seventeen Fanams and Sixty cash - and it is granted unto them Returnable here on the Twenty fourth day of November next -

Writ of Execution issued the 24th October 1804 -

Fourth Term 1804 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, the Honble Sir Henry Gwillim Knight, and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight Hundred and four -

Fort St George Madras } Suncarapooram Soobbaroya Chitty puts in his place Walker and Sutherland his attornies against Ganasaumel Doss Anunda doss in a Plea of Debt -

Fort St George Madras } The said Ganasaumel Doss Anunda doss puts in his place Downes Disney his attorney at the suit of the said Suncarapooram Soobaraya Chitty in the Plea aforesaid —

Fort St George Madras } Be it remembered that of the 26th day of October in the Vacation after the Fourth Term in the Year one Thousand eight Hundred and four - before the said Supreme Court of Judicature at Madras came Sancarapooram Soobbaraya Chitty by Charles Walker and James Sutherland his attornies and brought into the same Court then there his Certain Plaint against Ganasaumel Doss Anunda Doss in a Plea of Debt " " " " " " " " " " " " " " " " " " which said Plaint follows in these words - Fort

Plaintiff debt, upon Bond & Warrant of Attorney to Confess Judgment filed 26th Octr 1804 —

Sam.l George Madras Sancarapooram Soobbaroya Chitty by Charles Walters and James Sutherland his attornies Complains of Gunasaumel Dofs Annanda Dofs being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court of a Plea that he render to the said Sancarapooram Soobbaroya Chitty Four Thousand Pagodas Current Money of Madras which he owes to and unjustly detains from him For that Whereas the said Gunasaumel Dofs Annanda Dofs heretofore, to wit, on the Twenty fifth day of April in the year one Thousand seven hundred and ninety nine at Madras aforesaid by his certain Writeing obligatory Sealed with the Seal of him the said Gunasaumel Dofs Annanda Dofs and to the Court Now here shewn the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound unto the said Sancarapooram Soobbaroya Chitty (by the name and Addition of Sankaraporam Soobrayloo Chitty of the same place Inhabitant) in the Sum of Four Thousand Pagodas above demanded to be paid to him the said Sancarapooram Soobbaroya Chitty when he the said Gunasaumel Dofs Annanda Dofs should be thereto afterwards requested Yet the said Gunasaumel Dofs Annanda Dofs (altho often requested) hath not paid the said Sum of Four Thousand Pagodas above demanded or any part thereof

to

Fourth Term 1804 -

to the said Sancarapooram Soobaraya Chitty but to pay the same or any part thereof to the said Sancarapooram Soobbaraya Chitty he the said Ganasaumel Doss Annanda Doss hath wholly refused and still doth refuse to the damage of the said Sancarapooram Soobbaraya Chitty of Three hundred Pagodas and therefore he brings Suit &c

And the said Ganasaumel Doss Annanda Doss by Townes Disney his Attorney comes and defends the Wrong and injury when &c and says that he cannot deny the action of the said Sancarapooram Soobaraya Chitty nor but that the said writing obligatory in the said Declaration Mentioned is the Deed of him the said Ganasaumel Doss Annanda Doss in Manner and form as the said Sancarapooram Soobbaraya Chitty hath above thereof Complained against him - and upon this he the said Sancarapooram Soobaraya Chitty prays Judgment and his debt aforesaid to be adjudged to him - Therefore it is Considered that the said Sancara-pooram Soobaraya Chitty do recover against the said Ganasaumel Doss Annanda Doss his debt aforesaid and also Thirty one Pagodas and Twenty two fanams for his Costs and Charges in this behalf and that he the said Sancarapooram Soobbaraya Chitty have Execution thereof

Judgment by Confession, upon Warrant of attorney signed for the Plaintiff the 20th. day of Octr. 1804 -

thereof against the said Ganasaumel Dofs Aumandofs
And the said Ganasaumel Dofs Aumanda Dofs in
Mercy Mercy &c

And Thereupon the said Sancarapooram
Soobbaraya Chitty by Walters and Sutherland his attorney
prays a writ of our Lord the King to be directed to the
Sheriff of Madraspatnam Commanding him that he cause
to be taken the Body of the said Ganasaumel Dofs Aumandofs
in Satisfaction of his debt & Costs - and it is granted
unto him returnable here on the Twenty Sixth day of
November Next -

Ca: ad Satisfaciendum
issued the 26th
October 1804 -

Fourth Term 1804.

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice – the Hon^ble Sir Henry Gwillim Knight – and the Hon^ble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras & the Fourth Term in the Year of our Lord one thousand eight hundred and four –

Fort St. George Madras } Thomas Chase, John Chinnery, John Mc Donall, Edward Watts and Gilbert Ricketts put in their place Emanuel Samuel and Daniel Neale their attornies against Thomas Umpherstone in a Plea of Debt –

Fort St. George Madras } The said Thomas Umpherstone puts in his place Downes Disney his attorney – at the Suits of the said Thomas Chase John Chinnery John Mc Donall Edward Watts & Gilbert Ricketts in the Plea aforesaid –

Fort St. George Madras } Be it Remembered that on the Eleventh day of August as of the Third Term in the Year of our Lord one thousand eight hundred and four – before the Supreme Court of Judicature at Madras came Thomas Chase, John Chinnery, John Mc Donall, Edward Watts and Gilbert Ricketts by Emanuel Samuel and Daniel Neale their attornies and brought into the said Court then here their Certain Plaint against Thomas Umpherstone in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint

Plaintiff Debt on Bond filed 11th August 1804 –

follows in these words to wit Madras to wit Thomas Chase, John Chinnery, John McDouall Edward Watts and Gilbert Ricketts by Emanuel Samuel and Dinah Neale their attornies Complain of Thomas Umpherstone being a British Subject and therefore Subject to the Jurisdiction of this Hon'ble Court of a Plea that he render to the said Thomas Chase John Chinnery, John McDouall Edward and Gilbert Two thousand one hundred and Ninety eight Star Pagodas thirty fanams and forty Cash of the current Money of Madras which he owes to and unjustly detains from them. For that whereas the said Thomas Umpherstone heretofore to wit on the Twenty eighth day of July in the year of our Lord one thousand eight hundred and three to wit at Madras by his Certain Writing obligatory sealed with his Seal and to the Court Now here Shewn the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound to the said Thomas Chase John Chinnery, John McDouall, Edward and Gilbert in the said Two thousand one hundred and Ninety eight Star Pagodas thirty fanams and forty Cash to be paid to them the said Thomas Chase John Chinnery John McDouall, Edward and Gilbert when he the said Thomas Umpherston should be thereunto afterwards

Fourth Term 1804-

afterwards Requested Yet the said Thomas Umpherstone altho often Requested Hath not yet paid the said Two thousand one Hundred and Ninety eight Pagodas Thirty fanams and forty Cash above demanded or any part thereof to the said Thomas Chase, John Chinnery, John Mc Donall Edward and Gilbert or either of them but he to pay the same or any part thereof to the said Thomas Chase John Chinnery John Mc Donall Edward and Gilbert Hath hitherto altogether Refused and Still doth Refuse To the damage of the said Thomas Chase, John Chinnery John Mc Donall Edward and Gilbert of one Hundred Star Pagodas and therefore they bring their Suit &c

and afterwards that is to say on the Twenty first day of August to wit in the same Vacation of the same third Term in the same Year. until which day the said Thomas Umpherstone had Leave to impark to the said Plaint and then to answer the same came as well the said Thomas Chase, John Chinnery John Mc Donall, Edward and Gilbert by their attornies as the said Thomas Umpherston by Townes Disney his attorney- and the said Thomas Umpherston Defends the wrong and injury When &c and says that he ought not to be charged with the debt aforesaid by Virtue of the writing aforesaid because he says that, that Writing is not his Deed and of this he puts himself upon the Court &c

imparlance

Plea filed 21st August 1804

And

Replication filed 30th August 1804
Issue Joined -

And the said Thomas Chase, John Chinnery John Mc Donall Edward Watts and Gilbert Ricketts do the like - And Afterwards that is to say on the fifteenth day of September in the Fourth Term of the same Year one thousand eight hundred and four before the Justices of the Court here came the Parties aforesaid by their attornies aforesaid and the said Justices having Examined and Considered the Several Allegations of the said Parties and the Depositions of Witnesses in Regard thereto Produced to the Court Has the said writing obligatory in the said Plaint of the said Thomas Chase John Chinnery John Mc Donall Edward Watts and Gilbert Ricketts mentioned is the deed of the said Thomas Umpherstone and Has the said Thomas Umpherstone doth owe to and detain from the said Thomas Chase John Chinnery John Mc Donall Edward Watts and Gilbert Ricketts the said Sum of Two Thousand one Hundred and Ninety eight Star Pagodas Thirty Fanams and Forty Cash in Manner and Form as the said Thomas Chase John Chinnery John Mc. Donall Edward Watts and Gilbert Ricketts have above thereof Complained against him - It is Therefore adjudged by the Court That the said Thomas Chase John Chinnery John Mc Donall Edward Watts and Gilbert Ricketts Do Recover against the said Thomas Umpherstone their said debt and also

Pagodas

Judgment signed for the Plaintiff the 20th day of Octr 1804 -

Fourth Term 1804.

Pagodas one Hundred and Seven and one Fanam for their Damages which they have sustained as well by Occasion of the detaining the said Debt as for their Costs and Charges by them laid out about their Suit in this behalf by the Court here adjudged to the said Thomas Chase, John Chimery, John Mac Donall Coward Watts and Gillies Ricketts and with their assents - and the said Thomas Umpherstone in Mercy &c.

Mercy

& Upon the said Thomas Chase, John Chimery, John Mc. Donall Coward and Gillies by their Attorneys pray a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and Other Effects which belong to the said Thomas Umpherstone the Sum of one Thousand three Hundred and Sixty Nine Pagodas Sixteen Fanams and Twenty Cash - and it is granted unto them returnable here on the Twenty Sixth day of November Next

Writ of Execution issued the 26th day of Octr 1804

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight, Puisne Justices, of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four —

Fort St George Madras } Coonravaram Veeraussawmy Moodelliar puts in his place Robert Orme his attorney against Sadiappan in a Plea of Trespass on the Case —

Fort St George Madras } The said Sadiappan in his Person at the Suit of the said Coonravaram Veeraussawmy Moodelliar in the Plea aforesaid —

Fort St George Madras — } Be it remembered that in the second Term in the Year one thousand eight hundred and four — before the said Supreme Court of Judicature at Madras came Coonravaram Veeraussawmy Moodelliar by Robert Orme his attorney and brought into the said Court then here his certain Plaint against the said Sadiappan in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words

Plaint in a Summons filed 31st March 1804 —

Fort St George

Fourth Term 1804 –

Fort St George Madras ss Coonravaram Veerasawmy Moodeliar by Robert Orme his attorney Complains of Sadiappan being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court For that Whereas the said Sadiappan heretofore to wit on the Tenth Mausy of Doondulky Year of the Hindoo being the Twentieth day of February in the Year of Christ one thousand eight hundred and three at Fort Saint George Madras aforesaid according to the Laws and Customs of the Hindoo Natives Made His Certain Note in writing in the Malabar Language his own proper hand being thereto subscribed bearing date the day and year aforesaid and then and there delivered the said Note to the said Coonravaram Veerasawmy Moodeliar whereby reciting that a certain House and Ground therein particularly mentioned had been purchased by the said Coonravaram Veerasawmy Moodeliar on the Twentieth June one thousand eight hundred and two for the Sum of Seven hundred and Sixty five Pagodas at the Public Sale of Sheriff and that the same Premises were purchased by the said Sadiappan from the said Coonravaram Veerasawmy Moodeliar for the Sum of Eight hundred and Thirty three Pagodas in part whereof the Sum of Two hundred and Three Pagodas were paid deducting which he the said Sadiappan for the remainder Sum of Six hundred

and

Section Supreme Court

Fourth Term 1804

Record of Judgments

Roll 25

and Thirty Pagodas due from him had Mortgaged to the said Coonravaram Veerasawmy Moodelliar the said House and Ground, he the said Sadiappan did in and by the said Role in writing engage to repay the said Sum of Six hundred and thirty Pagodas on or before the Thirtieth Maurgaly or Tenth January with Interest thereon at the rate of Twelve per Cent per annum and redeem the Premises By reason whereof and by virtue of the Laws and Customs of such Hindoo Natives in that behalf the said Sadiappan then and there became liable to pay to the said Coonravaram Veerasawmy Moodelliar the said Sum of Six hundred and thirty Pagodas in the said Role Mentioned with Interest thereon after the rate aforesaid according to the Tenor and Effect of the said Role and being so liable he the said Sadiappan in Consideration thereof afterwards to wit on the same day and Year first aforesaid at Fort St. George aforesaid undertook and then and there faithfully promised the said Coonravaram Veerasawmy Moodelliar to pay him the said Sum of Six hundred and thirty Pagodas in the said Role mentioned with Interest thereon after the rate aforesaid according to the tenor and Effect of the said Role - And whereas also the said Sadiappan afterwards to wit on the said Tenth Mausy of Doondulay Year of the Hindoos being the Twentieth day of February

in

in the said Year one thousand eight hundred and three at Fort Saint George Madras aforesaid, according to the like Laws and Customs of such Hindoo Natives Made his certain other Note in writing in the Malabar Language his own proper Hand being thereto Subscribed bearing date the day and year last aforesaid and then and there delivered the said last Mentioned Note to the said Coonravaram Veerasawmy Moodelliar whereby the said Sadiappan acknowledged to have borrowed and received of the said Coonravaram Veerasawmy Moodelliar the Sum of Forty two Star Pagodas Current Money of Madras which Sum he the said Sadiappan did thereby engage to repay in the Space of twenty days Commencing from the date thereof with Interest thereon after the rate of Twelve per Cent per annum from that Month By reason whereof and by Virtue of the like Laws and Customs of such Hindoo Natives in that behalf the said Sadiappan then and there became liable to pay to the said Coonravaram Veerasawmy Moodelliar the said last Mentioned Sum of Forty two Star Pagodas with Interest thereon after the rate last aforesaid according to the tenor and effect of the said last mentioned Note and being so liable he the said Sadiappan in Consideration thereof afterwards to wit on the same day and year last aforesaid at

Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Coonravaram Veerasawmy Moodeliar to pay him the said last mentioned Sum of Forty two Star Pagodas with Interest thereon after the rate last aforesaid according to the tenor and Effect of the said last Mentioned Note - and whereas also the said Sadiappan afterwards to wit on the Thirteenth day of January in the present year of Christ one thousand Eight hundred and four at Fort Saint George Madras aforesaid was indebted to the said Coonravaram Veerasawmy Moodeliar in the Sum of Nine hundred and fifty Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Coonravaram Veerasawmy moodeliar before that time laid out Expended and paid for the said Sadiappan and at his special instance and request. And being so indebted he the said Sadiappan in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Coonravaram Veerasawmy Moodeliar to pay him the said last mentioned Sum of Money when he the said Sadiappan should be thereunto afterwards requested - and whereas also the said Sadiappan afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Coonravaram Veerasawmy Moodeliar in the further Sum of Nine hundred and fifty Star Pagodas of like Current Money for so much Money by the said Sadiappan before that time laid and received to and for the use of the said Coonravaram Veerasawmy Moodeliar - And being

Fourth Sum 1804-

so indebted he the said Sadiappan in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort St George Madras aforesaid undertook and then and there faithfully promised the said Coonravaram Veerasawmy Moodelliar to pay him the said last Mentioned Sum of Money when he the said Sadiappan should be thereunto afterwards requested- And Whereas also the said Sadiappan afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid, accounted with the said Coonravaram Veerasawmy Moodelliar of and Concerning Divers other Sums of Money before that time due and owing from the said Sadiappan to the said Coonravaram Veerasawmy Moodelliar and then being in arrear and unpaid and upon that accounting the said Sadiappan was then and there found to be in arrear and indebted to the said Coonravaram Veerasawmy Moodelliar in the further Sum of Nine Hundred and fifty Star Pagodas of like Current Money and being so found in arrear and indebted he the said Sadiappan in Consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Coonravaram Veerasawmy Moodelliar to pay him the said last mentioned Sum of Money when he the said Sadiappan should be thereunto afterwards requested- Yet the said Sadiappan not regarding his said several promises and undertakings so by him made

in Manner and Form aforesaid but Contriving and Fraudulently intending Craftily and Subtilly to Deceive and Defraud the said Coonravaram Veerasawmy Moodelliar in this behalf hath not yet paid the said Several Sums of Money or any of them or any part thereof Altho' so to do he the said Sadiappen was Required by the said Coonravaram Veerasawmy Moodelliar to wit on the same day and Year last aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid But the said Sadiappan to pay the same or any of them or any part thereof to the said Coonravaram Veerasawmy Moodelliar hath hitherto wholly Refused and still doth Refuse To the Damage of the said Coonravaram Veerasawmy Moodeliar of Nine Hundred and Ninety Star Pagodas and therefore he brings Suit &c

And Now in this Fourth Term in the Year one Thousand eight Hundred and four that is to say on the Twelfth day of September to which day was given as well to the said Coonravaram Veerasawmy Moodeliar as to the said Sadiappan and the said Sadiappan says Nothing in bar or preclusion of the said Action of the said Coonravaram Veerasawmy Moodeliar by which he said Coonravaram Veerasawmy Moodeliar remains therein indefended against the said Sadiappan for which the said Coonravaram Veerasawmy Moodeliar ought to recover his damages by Occasion of the premises And afterwards to wit

visit on the Seventeenth day of the said month of September in the Term last aforesaid the said Court having deligently enquired what damages the said Coonravaram Veerasawmy Moodelliar hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and adjudge that the said Coonravaram Veerasawmy Moodelliar hath sustained damages by occasion of the premises over and above his Costs and Charges to Eight hundred and Seven Pagodas and for those Costs and Charges to one hundred and Eighty five Pagodas and four Fanams - Therefore it is Considered that the said Coonravaram Veeransawmy Moodelliar recover against the said Sadiappan his Damages and Costs aforesaid by the Court aforesaid in Manner and form aforesaid found and adjudged which damages Costs and Charges in the whole amount to nine hundred and Ninety two Pagodas and four Fanams - And the said Sadiappan in Mercy &c

Judgment signed for the Plaintiff the 27th day of Octr 1804 -

Mercy

And Thereupon the said Coonravaram Veeras= =sawmy Moodelliar by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses Lands Debts and other Effects which belong to the said Sadiappan the Sum of nine hundred and Ninety two Pagodas and four Fanams and it is granted unto him returnable here on the 15th November next -

Writ of Execution issued the 27th Octr 1804 -

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, the Honble Sir Henry Gwillim Knight, and the Honble Sir Benjamin Sullivan Knight - Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight Hundred and four -

Fort St George Madras } Ann Simpson Administratrix of all and Singular the Goods and Chattels rights and Credits which were of Thomas Barrett deceased - puts in her place Charles Walters and James Sutherland her attornies against John De Fries, Marepoody Vencatasawmy Naidoo and Mamma-pully Rangiah Naidoo the Surviving Executors of the last Will and Testament of Mamnapully Tremalaroy deceased - in a Plea of Debt

Fort St George Madras } The said John De Fries, Marepoody Vencatasawmy Naidoo and Mamma-pully Rangiah Naidoo the Surviving Executors of the last Will and Testament of Mamnapully Tremalaroy deceased at the Suit of the said Ann Simpson Administratrix of all and Singular the Goods and Chattels rights and Credits which were of Thomas Barrett deceased - in the Plea aforesaid -

Fort St George Madras } Be it remembered that of the 24th day of August in the Vacation after the third Term in the Year one Thousand eight Hundred and four before the said Supreme Court of Judicature at Madras came Ann Simpson Administratrix of all and Singular the Goods and Chattels rights and Credits which were of Thomas Barrett deceased by Charles Walters and James Sutherland her attornies and brought before the said Court then here her certain Plaint against John Defries.

Plaint in debt filed the 24th August 1804 -

Fourth Term 1804.

Defies, Marespoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo the Surviving Executors of the last Will and Testament of Mannapully Tremalaroy deceased in a Plea of Debt upon Bond - and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St. George Madras Ann Simpson Administratrix of all and Singular the Goods and Chattels Rights and Credits which were of Thomas Barrett deceased at the time of his death, who died Intestate by Charles Walker and James Sutherland her attorneys Complains of John De Fries Marespoody Vencatasawmy Naidoo, and Mannapully Rangiah Naidoo the Surviving Executors of the last Will and Testament of Mannapully Tremalaroy deceased, Saving surviving one Alexander Grant the other Executor of the said last Will and Testament and being Inhabitants of Madras and as such persons respectively liable to the Jurisdiction of this Hon^ble Court of a Plea which they the said John De Fries Marespoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo render to her Fifteen Thousand and Five Hundred Star Pagodas Current Money of Madras which they unjustly detain from the said Ann Simpson for that whereas the said Mannapully Tremalaroy in his life time, to wit, on the first day of July in the year one thousand Seven Hundred and Ninety Nine, at Fort Saint George aforesaid by his certain Writing obligatory Sealed with the Seal of him the said Mannapully Tremalaroy and to the Court now here shewn the date whereof is the same day and year aforesaid acknowledged himself to be held and

and firmly bound to the said Thomas Barrett (by the name and description of Colonel Thomas Barrett) in the sum of Fifteen Thousand Star Pagodas Current Money aforesaid parcel of the said Sum of Fifteen Thousand and Five Hundred Star Pagodas above demanded to be paid to the said Thomas Barrett his Heirs Executors Administrators or Assigns when he the said Mannapully Tremalaray his Heirs Executors or Administrators should be thereto afterwards Requested And Whereas also the said Mannapully Tremalaray afterwards in his life time to wit on the Twenty fourth day of July in the said Year one Thousand Seven Hundred and Ninety nine Did borrowed and received of the said Thomas Barrett the Sum of Five Hundred Star Pagodas Current Money aforesaid Residue of the said Sum of Fifteen Thousand and Five Hundred Star Pagodas above demanded to be paid to the said Thomas Barrett when he the said Mannapully Tremalaray should be thereto afterwards Requested Yet the said Mannapully Tremalaray in his life time and the said Alexander Grant in his life time and the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rangiah Naidoo Executors as aforesaid since the decease of the said Mannapully Tremalaray (althó often Respectively Requested) have not nor hath either of them yet rendered the said Sum of Fifteen Thousand and Five Hundred Star Pagodas above demanded or any part thereof to the said Thomas Barrett in his life time or to the said

Ann

Fourth Term 1804-

Ann Simpson Administratrix as aforesaid since his decease (to which said Ann Simpson Administratrix of all and Singular the goods and Chattels Rights and Credits which were of the said Thomas Barrett at the time of his decease was by this Honorable Court on the Ninth day of November in the year one thousand eight hundred and Two in due form of Law Committed) that the said Maunapully Tsemalaroy in his life time and the said Alexander Grant in his life time the said John De Fries Marepoody Vencatasawmy Naidoo, and Mannapully Rangiah Naidoo as Executors as aforesaid since his decease to pay the same to the said Thomas Barrett in his life time or to the said Ann Simpson Administratrix as aforesaid since his decease have wholly refused and the said John De Fries Marepoody Venca-tasawmy Naidoo, and Mannapully Rungiah Naidoo do still refuse to the damage of the said Ann Simpson as such Administratrix as aforesaid of one thousand Star Pagodas and therefore she brings Suit &c and she also brings into Court here the Letters of Administration which will Sufficiently testify to the Court the granting the Administration aforesaid to the said Ann Simpson the date whereof is the same day and year in that behalf above Mentioned &c

And afterwards to wit in the Fourth Term

imparlance

in the Year of Christ one thousand eight hundred and four in the said Supreme Court of Judicature at Madras Still which Term the said John De Fries, Marepoody Vencata-sawmy Naidoo and Mumnapully Rungiah Naidoo had leave

to

to impart to the said Plaint and then to answer the same came as well the said Ann Simpson by her said attorney as the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo by Emanuel Samuel and Daniel Neale their attornies - And the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo Defend the wrong the wrong and injury when &c and say that the said Ann Simpson ought not to have or maintain her aforesaid action thereof against them Because they say that heretofore and after the death of the said Munnapully Themalray to wit in the second Term in the Year of Christ one thousand eight hundred and four in the Supreme Court of Judicature of our Lord the King at Madras one Latchmy by the Consideration and Judgment of the said Court recovered against them the said John De Fries, Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo as Executors of the Last Will and Testament of the said Munnapully Themalray deceased a certain debt of Four thousand Pagodas and also Two hundred and fourteen Pagodas and Twenty seven Fanams for her damages which the said Latchmy had sustained as well on occasion of the detaining the said Debt as for her Costs and Charges by her about her suit in that behalf Expended by the said Court adjudged to the said Latchmy and with her assent to be levied of the

Goods

Plea of General Matters filed 22d. of September 1804

Fourth Term 1804–

Ann Simpson Administratrix as aforesaid since his decease (to which said Ann Simpson Administratrix of all and Singular the goods and Chattels Rights and Credits which were of the said Thomas Barrett at the time of his decease was by this Honorable Court on the Ninth day of November in the year one thousand eight hundred and Two in due form of Law Committed) that the said Mannapully Toemalaroy in his life time and the said Alexander Grant in his life time the said John De Fries Marepoody Vencatasawmy Naidoo, and Mannapully Rangiah Naidoo as Executors as aforesaid since his decease to pay the same to the said Thomas Barrett in his life time or to the said Ann Simpson Administratrix as aforesaid since his decease have wholly refused and the said John De Fries Marepoody Venca-tasawmy Naidoo, and Mannapully Rungiah Naidoo do still refuse to the damage of the said Ann Simpson as such Administratrix as aforesaid of one thousand star Pagodas and therefore she brings Suit &c and she also brings into Court here the Letters of Administration which will sufficiently testify to the Court the granting the Administration aforesaid to the said Ann Simpson the date whereof is the same day and year in that behalf above Mentioned &c

And afterwards to wit in the Fourth Term

imparlance

in the Year of Christ one thousand eight hundred and four in the said Supreme Court of Judicature at Madras Still which Term the said John De Fries, Marepoody Vencata-sawmy Naidoo and Mannapully Rungiah Naidoo had leave

To

to impart to the said Plaint and then to answer the same came as well the said Ann Simpson by her said attorney as the said John De Frias Marepoody Vencatasawmy Naidoo and Mumnapully Rungiah Naidoo by Emanuel Samuel and Daniel Neale their attornies — And the said John De Frias Marepoody Vencatasawmy Naidoo and Mumnapully Rungiah Naidoo and say that the said Ann Simpson ought not to have or maintain her aforesaid action thereof against them because they say that heretofore and after the death of the said Mumnapully Rungiah to wit in the second Term in the year of Christ one thousand eight hundred and four in the Supreme Court of Judicature of our Lord the King at Madras one Latchmy by the Consideration and Judgment of the said Court recovered against them the said John De Frias, Marepoody Vencatasawmy Naidoo and Mumnapully Rungiah Naidoo as Executors of the Last will and Testament of the said Mumnapully Pleas of Several Matters filed 22d. of September 1804

Pleas of Several Matters filed 22d. of September 1804

Mumnapully Premalray deceased a Certain Debt of Four thousand Pagodas and also Two hundred and fourteen Pagodas and Twenty seven Fanams for her damages which the said Latchmy had sustained as well on account of the detaining the said Debt as for her Costs and Charges by her about her suit in that behalf Expended by the said Court adjudged to the said Latchmy and with her assent to be levied of the Goods

Goods and Chattels which were of the said Mummapully Tremalroy at the time of his death in the Hands of them the said John De Fries, Marepoody Vencatasawmy Naidoo and Mummapully Rungiah Naidoo as Executors as aforesaid to be Administered if they had so much in their Hands to be Administered and if they had not so much in their Hands to be Administered then the said Two Hundred and Fourteen Pagodas and twenty Seven Fanams for the damages aforesaid to be levied of the proper Goods and Chattels of them the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo whereof the said John De Fries Marepoody Vencatasawmy Naidoo and Mummapully Rungiah Naidoo were Convicted as by the Record and Proceedings of the said Judgment Remaining in the said Supreme Court of Judicature of our Lord the King at Madras more fully appears which said Judgment so Recovered as aforesaid was so Recovered for a true and just Debt really and truly due and Owing from the said Mummapully Tremalroy in his Life time and at the time of his death unto the said Latchmy and at the time of the Recovery of the said Judgment in Arrear and unpaid and the said John De Fries, Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo further say that after the Recovering of the said Judgment and after the time of the prefering of the Plaint of the said Ann Simpson against them the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo in this behalf and

whilst the said Judgment Still remained in its full force strength
and Effect to wit on the First day of September in the Year
of Christ one Thousand eight Hundred and four at Madras a
writ of Execution of the said Judgment issued out and
under the Seal of the said Court of our Lord the King at
Madras directed to the Sheriff of Madras - and that afterwards
and before the Return of the said writ to wit on the Fifteenth
day of the said Month of September in the Year one Thousand
eight Hundred and four aforesaid at Madras aforesaid
the said Sheriff by virtue of the said writ to him directed
did Cause to be made of the Goods and Chattels of the
said Mumnapally Tremalray deceased at the time of his
death in the Bailwick of the said Sheriff - and in the Lands
of them the said John De Fries Marcpoody Vencatasawmy
Naidoo and Mumnapully Rungiah Naidoo to be administered
The Sum of Two Thousand Nine Hundred and Ten Pagodas
and Twenty two Fanams - and also the said Sum of
Two Hundred and Fourteen Pagodas and Twenty
Seven Fanams - And the said John De Fries,
Marcpoody Vencatasawmy Naidoo and Mumnapully Rungiah
Naidoo further say that they have fully Administered
all and Singular the Goods and Chattels which were
of the said Mumnapully Tremalray deceased at the
time

time of his death and which have ever come to or been
in the Hands of them the said John De Fries Marepoody
Vencatasawmy Naidoo and Mannapully Rungiah Naidoo to
be Administered Except Goods and Chattels to the
Value of Three Thousand Pagodas to wit at Madras
and Has they the said John De Fries, Marepoody Vencatasawmy
Naidoo and Mannapully Rungiah Naidoo have not nor
at the time of the preferring of the Plaint of the said
Ann Simpson against them the said John De Fries
Marepoody Vencatasawmy Naidoo and Mannapully Rungiah
Naidoo had they nor at any time since have they had any
Goods or Chattels which were of the said Mannapully
Veemalroy deceased at the time of his death in the Hands of
them the said John De Fries Marepoody Vencatasawmy
Naidoo and Mannapully Rungiah Naidoo to be administered
Except Goods and Chattels to the Value of the aforesaid
Several Sums of Two Thousand Nine Hundred and Ten Pagodas
and Twenty two Fanams and Two Hundred and Fourteen
Pagodas and Twenty seven Fanams and also Except the
said Goods and Chattels to the Value of Three Thousand
Pagodas, And Has at the time of the filing this
their Plea they the said John De Fries Marepoody
Vencatasawmy Naidoo and Mannapully Rungiah
Naidoo have not any Goods or Chattels which

were of the said Mannapully Tremalray deceased at the time of his death in the Lands of them the said John De Fries Marepoody Vencatasawmy Naidoo and Manna =pully Rungiah Naidoo to be Administered Except Goods and Chattles to the Value aforesaid of three Thousand Pagodas to wit at Madras - and this they the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo are ready to Verify - Wherefore they pray Judgment if the said Ann Simpson ought to have or Maintain her aforesaid action thereof against them to recover any greater or further Sum of Money than the aforesaid Sum of three Thousand Pagodas - And for further Plea in this behalf by leave of the Court for this purpose first had and obtained according to the form of the Statute in such case made and provided as to the second Count in the said Plaint above contained the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naick say that the said Ann Simpson ought not to have or Maintain her aforesaid action against them the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo by reason of any thing in that Count above Mentioned because they say that the said Mannapully

Tremalray

Tremabray in his life time to wit on the first day of January in the Year of Christ one Thousand and Eight Hundred at Madras by his Certain writing obligatory sealed with his Seal and as his Deed Delivered for a just and true debt became held and firmly bound to Vasuntapooram Ramasawmy Brahminy in the sum of Four Thousand Six Hundred and forty nine Star Pagodas and Six Fanams to be paid to the said Vasuntapooram Ramasawmy Brahminy when the said Mannapully Tremabray deceased should be thereunto afterwards requested - which said writing obligatory at the time of the death of the said Mannapully Tremabray deceased was and still remains in full force unpaid and uncancelled - And the said John De Fries Marepooby Vencatacawmy Naidoo and Mannapully Rungiah Naidoo further say that the said Mannapully Tremabray in his life time to wit on the Twenty first day of January in the Year of Christ one Thousand and eight Hundred at Madras by his Certain other writing obligatory Sealed with his Seal and as his deed delivered for a just and true debt became held and firmly bound to the said Vasuntapooram Ramasawmy Brahminy in the Sum of Six Thousand Star Pagodas to be paid to the said Vasunta=pooram Ramasawmy Brahminy when he the said Mannapully Tremabray should be thereunto afterwards requested - which last Mentioned writing obligatory at the time of the death of the said Mannapully Tremabray now deceased was and

Still remains in full force unpaid and uncancelled - and the said John De Fries Marespooby Vencata cawmy naidoo and Mannapully Rungiah Naidoo further say that the said Mannapully Tremalroy deceased in his lifetime to wit on the Twenty fourth day of January in the said year one thousand and eight hundred at Madras by his Certain other writing obligatory sealed with his seal and as his deed delivered for a just and true debt became held and firmly bound to the said Vasuntapooram Ramasawmy Braminy in the sum of Four thousand Star Pagodas to be paid to the said Vasuntapooram Ramasawmy Braminy when he the said Mannapully Themalray in his Life time should be thereunto afterwards requested which last mentioned writing obligatory at the time of the death of the said Mannapully Themalray deceased was and still remains in full force unpaid and uncancelled - and the said John De Fries Marespooby Vencatasawmy Naidoo and Mannapully Rungiah Naidoo further say that the said Mannapully Tremalroy deceased in his life time to wit on the Fourth day of February in the said year one thousand and eight hundred at Madras by his Certain other writing obligatory sealed with his seal and as his deed delivered for a just and true Debt became held and firmly bound to the said Vasuntapooram

Vasumlapooram Ramasawmy Maimeny in the Sum of Two Thousand Star Pagodas to be paid to the said Vasumlapooram Ramasawmy Maimeny when he the said Mamapully Tremalray in his life time should be thereto afterwards Requested which last Mentioned writing obligatory at the time of the death of the said Mamapully Tremalray deceased was and Still remains in full force unpaid and uncancelled - And the said John De Fries Marespoady Vencatasawmy Naidoo and Mamapully Rungiah Naidoo further say that the said Mamapully Tremalray in his lifetime to wit on the Sixteenth day of October in the year of Christ one Thousand Seven hundred and Ninety eight at Madras by his Certain other writing obligatory Sealed with his Seal and as his Deed delivered for a just and true debt became held and firmly bound to one Tyapah Moodelly in his life time in a large Sum of Money to be paid to the said Tyapah Moodelly when he the said Mamapully Tremalray should be thereto afterwards Requested which last Mentioned writing obligatory at the time of the death of the said Mamapully Tremalray now deceased was and Still remains in full force unpaid and uncancelled - And the said John De Fries Marespoady Vencatasawmy Naidoo and Mamapully Rungiah Naidoo further say that the said Mamapully Tremalray deceased in his life time to wit on the day of January in

the Year of Christ one Thousand and eight Hundred aforesaid at Madras by his Certain other writing obligatory Sealed with his Seal and as his deed Delivered for a just and true Debt became held and firmly bound to one Damadara Pillay in another large Sum of Money to be paid to the said Damadara Pillay when he the said Mannapully Tremabray in his life time Should be thereto afterwards Requested - which last mentioned writing obligatory at the time of the death of the said Mannapully Tremabray deceased was and Still remains in full force unpaid and uncancelled - and the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo further say that the said Mannapully Tremabray in his life time to wit on the Twentieth day of February in the Year of Christ one Thousand and eight Hundred at Madras by his certain other writing obligatory Sealed with his Seal and as his deed delivered for a just and true Debt became held and firmly bound to one Colingaray Moodelliar in the Sum of Six Thousand Star Pagodas to be paid to the said Colingaray Moodelliar when he the said Mannapully Tremabray Should be thereto afterwards Requested which last Mentioned writing obligatory at the time of the death of the said Mannapully Tremabray deceased was and Still remains in full

full force unpaid and uncancelled - and the said John De Fries Marepoody Vencata-sawmy Naidoo and Maunapully Rungiah Naidoo further say that they have fully administered all and Singular the Goods and Chattels which were of the said Maunapully Tremalray deceased at the time of his death in the hands of them the said John De Fries Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo to be administered - and that they the said John De Fries Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo have not nor on the day of the preferring the Plaint of the said Thomson Simpson against them the said John De Fries Marepoody Vencatasawmy Naidoo and Maunapully Rungiah naidoo had they nor at any time since have they had any goods or Chattels which were of the said Maunapally Tremalray deceased at the time of his death in the hands of them the said John De Fries Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo to be administered except goods and Chattels to the value of Six Thousand two hundred and ten Pagodas - and which are not sufficient to satisfy or discharge the said several writings obligatory or the Money due thereon - and with respect to three Thousand two hundred and ten Pagodas parcel of which said Sum of Six thousand two hundred and ten Pagodas they the said

John De Fries Marepoody Vencatasawmy Naidoo and Mamma=
=pully Rungiah Naidoo -say- that Goods and Chattels to the
Value of Rs sum in their hands to be Administered
have been lawfully levied of and from them by the Sheriff
of Madras on a day Subsequent to the time aforesaid of the
preferring the Plaint of the said Ann Simpson against them
the said John De Fries, Marepoody Vencatasawmy Naidoo and
Mamapully Rungiah Naidoo to wit on the fifteenth day of
September in this Term in Execution and Satisfaction of Judgment
duly obtained against them as Executors of the said
of the said Mamapully Themabray deceased upon a writing obligatory
this they the said John De Fries Marepoody Vencatasawmy Naidoo
and Mamapully Rungiah Naidoo are ready to verify - Wherefore
they pray judgment if the said Ann Simpson ought to have or
Maintain her aforesaid action against them &c

And Afterwards to wit in the Fourth Term
of the same Year came the Parties aforesaid by their attornies
aforesaid - And thereupon the said Ann Simpson as to the said
Plea of the said John De Fries, Marepoody Vencatasawmy
Naidoo and Mumapully Rungiah Naidoo by them first above
Pleaded in bar says that she by reason of any thing in
that Plea alleged ought not to be barred from having or
Maintaining her aforesaid action thereof against them because
she says that they the said John De Fries Marepoody
Vencatasawmy Naidoo and Mumapully Rungiah Naidoo

at

Replication filed the 25. September 1804

at the time of Exhibiting the said Plaint of the said Ann Simpson
said goods and Chattels which were the Goods and Chattels of
the said Munapully Tremabray deceased at the time of his death
which have come to the hands of the said John De Fries
Marespoody Vencatasawmy Naidoo and Munnapully Rungiah
Naidoo to be administered Sufficient to Satisfy the said
Ann Simpson her said Debt and Damages besides what
are Sufficient to satisfy the said Judgment in the said
Plea Mentioned and this she prays may be enquired
of by the Court &c and the said John De Fries Marespoody
Vencatasawmy Naidoo and Munnapully Rungiah Naidoo do so
likewise and the said Ann Simpson as to the said Plea
of the said John De Fries Marespoody Vencatasawmy Naidoo
and Munnapully Rungiah Naidoo by them lastly above Pleaded
in bar to the said Second Count in the said Plaint Contained
Says that she by reason of any thing in that Plea alledged
ought not to be barred from having or Maintaining her
aforesaid action thereof against the said John De Fries, Mare=
=spoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo
because she Says that the said John De Fries Marespoody
Vencatasawmy Naidoo and Munnapully Rungiah Naidoo at
the time of Exhibiting the said Plaint of her the said
Ann Simpson had goods and Chattels which were the
Goods and Chattels of the said Munapully Tremabray
deceased at the time of his death which have come
to the hands of the said John De Fries Marespoody

Venca Casawmy Naidoo and Munnapully Rungiah Naidoo to be
Administered sufficient to Satisfy the said Ann Simpson
per said Debt and damages besides what are sufficient
to Satisfy the Money due and owing on the said several
writings obligatory in the said Plea last aforesaid
mentioned and this she prays may be enquired of by
the Court &c - and the said John De Fries Marepoody
Issue Joined Vencatasawmy Naidoo and Mamapully do so likewise -

And afterwards in the same Term that is
to say on the First day of October until which day was given
as well to the said Ann Simpson as to the said John
De Fries Marepoody Vencatasawmy Naidoo and Munna-
pully Rungiah Naidoo to inform the Court of the premises
come the said parties by their respective attornies and the
said Justices having heard the Allegations of the respective
parties and Examined the truth thereof and duly
Considered the Evidence produced on both sides say as
to the issue first above joined between the said parties
that the said John De Fries Marepoody Vencatasawmy
Naidoo and Munnapully Rungiah Naidoo at the
time of Exhibiting the said Plaint of the said Ann
Simpson had Goods and Chattels which were the Goods
and Chattles of the said Mamapully Tremalray at
the time of his death which have come to the hands
of the said John De Fries Marepoody Vencatasawmy
Naidoo

Naidoo and Mannapully Rungiah Naidoo to be Administered Sufficient to Satisfy the said Ann Simpson her said Debt and Damages besides what were Sufficient to Satisfy the said Judgment in the said Plea first above Mentioned and as to the issue lastly above joined between the said Parties the said Justices say that the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo at the time of exhibiting the said Plaint of the said Ann Simpson had not Goods and Chattels which were the Goods and Chattels of the said Munnapully Tremulray deceased at the time of his death which have come to the hands of the said John De Fries, Marepoody Vencatasawmy Naidoo and Marepoody Rungiah Naidoo to be Administered Sufficient to Satisfy the said Ann Simpson her said Debt and Damages besides what were Sufficient to Satisfy the Money due and owing on the said several writings obligatory as the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo have in their Plea lastly above pleaded alledged-

Therefore it is Considered, that the said Ann Simpson do recover against the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo Executors as aforesaid Fifteen Thousand Pagodas parcel of the Debt of Fifteen Thousand and Five hundred Pagodas in the said Plaint of the said Ann Simpson above demanded

Judgment signed for the Plaintiff the 29: day of October 1804

906

Supreme Court

Fourth Term 1894

Record of Judgments

Page 26

and Two Hundred and forty Eight Pagodas and two fanams for her Damages as well by occasion of detaining the said debt as for her Costs and Charges in this Behalf expended to be levied of the Goods and Chattels which were of the said Mumnapully Thrumalray deceased at the time of his death in the Lands of the said John De Fries Marepoody Vencatasawmy Naidoo and Mumnapully Rungiah Naidoo as Executors as aforesaid to be Administered

It is also Considered by the said Court here that the said Ann Simpson do recover against the said John De Fries Marepoody Vencatasawmy Naidoo and Mumnapully Rungiah Naidoo Executors as aforesaid the sum of Five Hundred Pagodas residue of the said Sum of Fifteen thousand and five hundred Pagodas in the said Declaration of the said Ann Simpson above demanded to be levied of the Goods and Chattels which were of the said Mumnapully Thrumalray deceased at the time of his death which hereafter shall come to the hands of the said John De Fries Marepoody Vencatasawmy Naidoo and Mumnapully Rungiah Naidoo to be Administered after satisfying the said several debts in the said several writings obligatory in the said Plea lastly above Pleaded Mentioned - and the said John De Fries, Marepoody Vencatasawmy

Naidoo

578

Mercy

Writ of Execution issued the 6th day of December 1804 -

Naidoo and Munnapully Rungiah Naidoo in Mercy

And thereupon the said Stan Simpson administratrix of the said Thomas Barrett deceased by Watters and Sutter and her attornies prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which were of the said Maunapully Tremalray deceased at the time of his death, which hereafter shall come to the hands of the said John De Frás, Marepoody Veencatasawmy Naidoo, and Munnapully Rungiah Naidoo to be administered - the Sum of Six Thousand three hundred and ~~thirty~~ two Pagodas and Twenty five Fanams - and it is granted unto her returnable here on the 21st day of December instant

Fourth Term 1804 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, the Honble Sir Henry Gwillim Knight, and the Honble Sir Benjamin Sulivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras } John Hunter and George Hay put in their place Robert Orme their Attorney against Thomas Chase, John Chinnery George Taswell, William Abbott and John Goldingham in a Plea of Trespass on the Case -

Fort St George Madras } The said Thomas Chase, John Chinnery, George Taswell William Abbott and John Goldingham put in their place Samuel and Neale at the Suit of the said John Hunter and George Hay in the Plea aforesaid -

Fort St George Madras to wit } Be it remembered that in the Fourth Term in the year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came John Hunter and George Hay by Robert Orme their Attorney and brought into the same Court then there their certain Plaint against Thomas Chase, John Chinnery, George Taswell, William Abbott and John Goldingham in a Plea of Trespass on the Case and there to wit John Doe and Richard

Plaint in assumpsit filed the 15th September 1804 -

Roe which said Plaint followeth in these words to wit - Fort St George Madras to wit - John Hunter and George Hay by Robert Orme their Attorney Complain of Thomas Chase John Chinnery George Tasmell William Abbott and John Goldingham being British Subjects and Subject to the Jurisdiction of this Honble Court. For that Whereas the said Thomas Chase John Chinnery George Tasmell, William Abbott and John Goldingham heretofore to wit on the Twenty first day of August in the Year of our Lord one thousand eight hundred and four at Fort =Saint George Madras aforesaid and long before did and still do Carry on the Trade and Business of Bankers as Copartners by the Copartnership Name and Firm of the Asiatic Bank and as such Bankers had Made and Negotiated diverse promissory Notes for diverse large Sums of Money amounting to the Sum of Three thousand two hundred and fifty Star Pagodas Payable by them to the Bearers thereof respectively on Demand to wit at Fort St George Madras aforesaid of which said Promissory Notes to the amount aforesaid the said John Hunter and George Hay were then and there possessed and then and there presented and Shewed the same to the said Thomas Chase, John Chinnery, George Tasmell, William Abbott, and John Goldingham for payment and demanded payment thereof and thereupon in consideration that the said John Hunter and George Hay at the special instance and request of the said Thomas Chase, John

would deliver the said Several Promisory Notes to the said Thomas Chase, John Chimery, George Taswell William Abbott and John Goldingham they the said Thomas Chase, John Chimery George Taswell, William Abbott and John Goldingham undertook and to the said John Hunter and George Hay then and there faithfully promised to pay to them the amount of the said Several Sums of Money in the said Notes respectively Specified when they the said Thomas Chase John Chimery, George Taswell, William Abbott and John Goldingham should be thereunto afterwards requested And the said John Hunter and George Hay over that the said John Hunter and George Hay confiding in the said promise and undertaking of the said Thomas Chase, John Chimery, George Taswell, William Abbott and John Goldingham in that behalf did afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid deliver to the said Thomas Chase, John Chimery George Taswell William Abbott and John Goldingham the said Several promissory Notes for such Several Sums Amounting together to the Sum aforesaid — And Whereas also the said Thomas Chase, John Chimery, George Taswell William Abbott and John Goldingham heretofore to wit on the said Twenty first day of August in the Year aforesaid at Fort Saint George Madras aforesaid and long before did and still do carry on the Trade and Business of Bankers as Copartners by the Copartnership Name and Firm of the Asiatic Bank and as such Bankers had made and

Negotiated ...

Fourth Term 1804-

Negotiated three Seural Promisory Notes for the Sum of one Hundred Star Pagodas each payable by them to the Bearers Thereof respectively on demand to wit at Fort Saint George Madras aforesaid of which said three Seuerals Promisory Notes to the amount last Mentioned the said John Hunter and George Hay were then and there possessed and then and there presented and Shewed the same to the said Thomas Chase, John Chinnery George Taswell William Abbott and John Goldingham for payment and demanded payment thereof and thereupon in Consideration that the said John Hunter and George Hay at the Special instance and Request of the said Thomas Chase, John Chinnery, George Taswell William Abbott and John Goldingham would deliver the said three seuerall last Mentioned Promissory Notes to the said Thomas Chase John Chinnery, George Taswell, William Abbott and John Goldingham They the said Thomas Chase, John Chinnery, George Taswell, William Abbott and John Goldingham undertook and to the said John Hunter and George Hay then and there faithfully promised to pay to them the three Seuerall Sums of one Hundred Star Pagodas in the said three Seuerall Notes respectively Specified amounting together to the Sum of Three Hundred Star Pagodas When they the said Thomas Chase, John Chinnery, George Taswell William Abbott and John Goldingham should be thereunto afterwards Requested and the said John Hunter and George Hay over that they the said John Hunter and George Hay Confiding

in the said promise and Undertaking of the said Thomas Chase John Chinnery George Taswell William Abbott and John Goldingham in that behalf did afterwards to wit on the same day and year aforesaid at Fort Saint George Madras aforesaid Deliver to the said Thomas Chase John Chinnery George Taswell, William Abbott and John Goldingham the said three several last Mentioned promissory Notes each of them for the said Sum of one Hundred Star Pagodas and Amounting together to the said Sum of Three Hundred Star Pagodas - And Whereas also the said Thomas Chase John Chinnery George Taswell, William Abbott and John Goldingham afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid were indebted to the said John Hunter and George Hay in the Sum of Five thousand Star Pagodas of the Current Money of Madras for Money by the said Thomas Chase John Chinnery George Taswell William Abbott and John Goldingham before that time had and Received to the use of the said John Hunter and George Hay and being so indebted they the said Thomas Chase, John Chinnery George Taswell William Abbott and John Goldingham in Consideration thereof afterwards to

Madras aforesaid undertook and then and there faithfully promised the said John Hunter and George Way to pay them the said last mentioned Sum of Money when they should be thereunto afterwards requested - And Whereas also the said Thomas Chase, John Chimery, George Fasnell William Abbott and John Goldingham afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid were indebted to the said John Hunter and George Way in the further Sum of Five Thousand Star Pagodas of like Current Money for Money by the said John Hunter and George Way before that time lent and advanced to the said Thomas Chase, John Chimery, George Fasnell, William Abbott and John Goldingham at their Special instance and request And being so indebted they the said Thomas Chase, John Chimery George Fasnell William Abbott and John Goldingham in Consideration thereof afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said John Hunter and George Way to pay them the said last mentioned Sum of Money when they should be thereunto afterwards requested - And Whereas also the said Thomas Chase, John Chimery, George Fasnell, William Abbott and John Goldingham afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid accounted together with the said John Hunter and George Way of

and Concerning divers other Sums of Money before that time
due and Owing from the said Thomas Chase, John Chinnery
George Taswell, William Abbott and John Goldingham to
the said John Hunter and George Hay and then being in
arrear and unpaid and upon that occasion the said Thomas
Chase, John Chinnery, George Taswell, William Abbott
and John Goldingham were then and there found in arrear
and indebted to the said John Hunter and George Hay in a
large Sum of Money to wit the Sum of Five Thousand
Star Pagodas of the like Current Money, and being so
found in arrear and indebted to the said John Hunter
and George Hay they the said Thomas Chase, John Chinnery
George Taswell William Abbott and John Goldingham
in Consideration thereof afterwards to wit on the same day
and Year aforesaid at Fort Saint George Madras aforesaid undertook
and faithfully promised the said John Hunter and George
Hay to pay them the said last Mentioned Sum of Money
when they should be thereto afterwards requested -
Yet the said Thomas Chase, John Chinnery, George
Taswell William Abbott and John Goldingham not
regarding their several Promises and Undertakings so by them
Made in Manner and form aforesaid but Contriving
and fraudulently intending Craftily and Subtilly to deceive
and defraud the said John Hunter and George Hay in this
behalf

behalf have not nor hath any of them yet paid the said Several Sums of Money or any of them or any part thereof respectively (altho' so to do they the said Thomas Chase, John Chinnery George Tasnell, William Abbott and John Goldingham were requested by the said John Hunter and George Hay afterwards to wit on the same day and year aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid) but they or any of them to do this have and each of them hath hitherto wholly refused and still do and each of them still doth refuse. To the said John Hunter and George Hay their Damage of Five Thousand Star Pagodas and therefore they bring their Suit &c.

And the said Thomas Chase, John Chinnery, George Tasnell, William Abbott and John Goldingham by Emanuel Samuel and Daniel Seale their Attorney come and Defend the wrong and injury when &c. and say that they did not undertake or promise in Manner and form as the said John Hunter and George Hay have above thereof complained against them - And this they pray be enquired of by the Court - and the said John Hunter and George Hay do the like -

Plea filed the 21st Sept. 1804.

Issue Joined

Afterwards Issue having been joined between the Parties aforesaid of the Plea aforesaid a day is given to the Parties to come before the Court for the

the Twenty Ninth day of September in this same Fourth Term come as well the said John Hunter and George Hay as the said Thomas Chase, John Chinnery, George Taswell William Abbott and John Goldingham by their respective attornies aforesaid and the Justices of this Court having Examined and Considered the Several obligations of the said Parties and the Depositions of Witnesses produced by them respectively & and upon the Matters in question between them were about to give Judgment and Sentence according to Justice and Right Whereupon the said John Hunter and George Hay departed the Court - And although Solemnly called came not again but Made default nor did they further prosecute their said Plaint against the said Thomas Chase John Chinnery, George Taswell, William Abbott and John Goldingham — Therefore it is Considered that the said John Hunter and George Hay take Nothing by their said Plaint but that they and their Pledges to prosecute &c lie in Mercy &c and that the said Thomas Chase, John Chinnery, George Taswell William Abbott and John Goldingham go thereof without day — And it is also Considered by the Court that the said Thomas Chase, John Chinnery, George Taswell, William Abbott and John Goldingham do recover against the said John Hunter and George Hay Ninety five

Judgment of Nonsuit signed for the Defendants the first day of November 1804 -

Fourth Term 1804.

Pagodas and Twenty Nine Fanams for their Costs and Charges
Laid out by them about their Defence in this behalf
by the Court here adjudged to the said Thomas Chase,
John Chinnery, George Tasmell, William Abbott and
John Goldingham and with their assents according to the form
of the Statute in such Case made and provided — and
that the said Thomas Chase, John Chinnery, George
Tasmell, William Abbott and John Goldingham have
Execution thereof &c

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim Knight, and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras } Sottecala Casavaroy Moodelliar puts in his place Townes Disney his Attorney against Madapilly Lingana in a Plea of Trespass on the Case -

Fort St George Madras } The said Madapilly Lingana puts in his place Emanuel Samuel his attorney at the Suit of the said Sottecala Casavaroy Moodelliar in the Plea aforesaid -

Fort St George Madras ss - } Be it remembered that in the Second Term in the Year one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Sottecala Casavaroy Moodelliar by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Madapilly Lingana in a Plea of Trespass on the Case, and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in this words - Fort St George Madras ss -

Plaint in assumpsit filed the 27th March 1804

Sottecala Casavaroy Moodelliar of Madras Inhabitant by Townes Disney his Attorney Complains of Madapilly Lingana

living

being an Hindoo Inhabitant of Madras and as such a person
Subject to the jurisdiction of this Hon^ble Court - For that whereas
the said Madapilley Lingana heretofore towit on the Twenty
seventh day of May in the Year one thousand eight hundred and
three at Madras aforesaid Made his Certain Note in writing
in the Malabar Language according to the Custom of such
Hindoo Natives of India, his own proper hand being
thereunto Subscribed bearing date the same day and year
aforesaid and then and there delivered the said Note to the said
Tottecala Casavaray Moodelliar, by which said Note, he the said
Madapilly Lingana acknowledged to have borrowed and received
of the said Tottecala Casavaray Moodelliar, the Sum of
Four Hundred Star Pagodas Current Money of Madras which
Sum the said Madapillay Lingana did thereby engage to
pay in Three Months, with all such interest as should
or might become due thereon at the rate of Twelve per Cent
per Annum by reason whereof and according to the Laws and
Customs of such Hindoo Natives of India, he the said Madapilly
Lingana then and there became liable to pay to the said Tottecala
Casavaray Moodelliar the said Sum of Money in the said
Note Contained according to the tenor and Effect of the said Note
and being so liable he the said Madapilly Lingana in
consideration thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Tottecala Casavaray Moodelliar

to pay him the said last mentioned Sum of Money, when he should be thereunto afterwards requested And Whereas the said Madapilley Lingana afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Tottecala Casavaroy Moodelliar in other Sum of Four hundred Star Pagodas Current Money aforesaid for so much Money by the said Tottecala Casavaroy Moodelliar before that time lent and advanced to the said Madapillay Lingana at his Special instance and request and being so indebted, the said Madapilly Lingana in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tottecala Casavaroy Moodeliar to pay him the said last Mentioned Sum of Money, when he should be thereunto afterwards requested - And whereas also the said Madapilly Lingana afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Tottecala Casavaroy Moodelliar in other Sum of Four hundred Star Pagodas of Current Money of Madras aforesaid for so much Money by the said Madapilly Lingana before that time had and received to and for the use of the said Tottecala Casavaroy Moodeliar, and being so indebted he the said Madapilly Lingana in Consideration thereof afterwards

to

to wit the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tottecala Casavaray Moodelliar to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards Requested - And whereas also the said Madapilly Lingana afterwards to wit on the day and year last aforesaid at Madras aforesaid accounted together with the said Tottecala Casavaray Moodelliar of and Concerning divers other Sums of Money before that time due and owing from the said Madapilly Lingana to the said Tottecala Casavaray Moodelliar and then being in arrear and unpaid and upon that account the said Madapilly Lingana was then and there found in arrear and indebted to the said Tottecala Casavaray Moodelliar in another large Sum of Money to wit in the Sum of Four Hundred Star Pagodas Current Money aforesaid, and being so found in arrear and indebted, he the said Madapilly Lingana in Consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tottecala Casavaray Moodelliyar to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards Requested - Yet the said Madapilly Lingana not regarding his said Several promises and undertakings aforesaid made, but Contriving and fraudulently intending craftily

and Subtilly to deceive and defraud the said Tottecala Casavaroy Moodelliar in this particular hath not yet paid the said several Sums of Money or any part thereof to the said Tottecala Casavaroy Moodelliar although often requested so to do, but to pay the same to the said Tottecala Casavaroy Moodelliar, the said Madapilly Lingana hath hitherto wholly refused and still doth refuse to the said Tottecala Casavaroy Moodelliar his damage of Eight hundred Star Pagodas and therefore he brings his Suit and so forth -

And afterwards that is to say on the Seventeenth day of May in the Year of our Lord one thousand eight hundred and four to wit in the Vacation of the Second Term in the said Year

imparlance

until which day the said Madapilly Lingana had leave to impark to the said Plaint and then to answer the same came as well the said Tottecala Casavaroy Moodelly by Townes Disney his attorney as the said Madapilly Lingana by Emanuel Samuel his attorney - and the said Madapilly Lingana Defends the wrong and injury when &c and says that he did not

Plea filed 17th May 1804.

undertake or promise in Manner and Form as the said Tottecala Casavaroy Moodelliar hath above thereof complained against him and of this he prays may be inquired of by the Court -

Issue joined

And the said Tottecala Casavaray Moodelliar by Townes Disney his attorney doth the like &c

And afterwards Issue having been joined between the Parties aforesaid of the Plea aforesaid a day is given to the Parties to come before the Court for the Trial of the same Issue joined on which day being the Seventy seventh day of September in this Term come as well the said Tottecala Casavaray

Casavaray Moodelly as the said Madapilly Lingana by their respective attornies aforesaid - and the Justices of this Court having Examined and considered the Several obligations of the said Parties and the Depositions of Witnesses produced by them respectively of and upon the Matters in question between them were about to give Judgment and Sentence according to Justice and right Whereupon the said Tottecala Casavaray Moodelly departed the Court and Although Solemnly Called came not again but made default nor did he further prosecute his said Plaint against the said Madapilly Lingana Therefore it is Considered that the said Tottecala Casavaray Moodelly take Nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c and that the said Madapilly Linganah go thereof without day - and it is also Considered by the Court that the said Madapilly Lingana do recover against the said Tottecala Casavaray Moodelly one Hundred and forty one Pagodas and ten fanams for his Costs and Charges laid out by him about his Defence in this behalf by the Court here adjudged to the said Madapilly Lingana and with his assent according to the form of the Statute in such case made and provided and that the said Madapilly Lingana have Execution thereof &c

Judgment of Non suit signed for the Defendant the first day of November 1804.

And Whereupon the said Madapilly

of our Lord the King to be directed to the Sheriff of Madras
=pahan Commanding Him that he cause to be taken the
body of the said Tottiçala Casavaray Moodelliar in Satis-
faction of his Costs and Charges by him laid out & about his
defence in this behalf so adjudged to him as aforesaid
And it is granted unto him returnable here on
the fifteenth day of November instant —

Ca: ad Satisfaciendum issued against the Plaintiff on the 1st November 1804

Fourth Term 1804 -

Read before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, the Honble Sir Henry Gwillim Knight, and the Honble Sir Benjamin Sullivan Knight Puisne Justices of his Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four

Fort St George Madras ... } John Tulloh and James Connell put in their place James Sutherland their attorney against Cooley Chitty in a Plea of debt -

Fort St George Madras ... } The said Cooley Chitty puts in his place Charles Walters his attorney at the Suit of the said John Tulloh and James Connell in the Plea aforesaid -

Fort St George Madras ... } Be it remembered that on the third day of November in the vacation after the fourth Term in the Year of Christ one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came John Tulloh and James Connell by James Sutherland his Attorney and brought into the same Court then here his certain Plaint against Cooley Chitty in a Plea of Debt, " " " " " " " " " " " " " " " " " " and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St George Madras

Plaint in debt upon warrant of attorney to confess Judgment filed the 3d November

John Tulloh and James Connell by James Sutherland their Attorney Complain of Cooley Chitty being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court of a Plea that he render to them Twenty one thousand one hundred and Seventeen Pagodas Nineteen Fanams and Sixty eight Cash Current Money of Madras which he owes to and unjustly detains from them For that whereas the said Cooley Chitty and one Tomboo Chitty since deceased whom he the said Cooley Chitty has survived heretofore to wit on the fifteenth day of November in the Year one thousand Seven hundred and Ninety nine at Madras aforesaid by their certain writing obligatory Sealed with the Seals of them the said Cooley Chitty and Tomboo Chitty and to the Court now here shewn the date whereof is the same day and Year aforesaid acknowledged themselves to be held and firmly bound unto the said John and James Connell and to one James Brodie since deceased and whom they the said John and James Connell have survived by the Names and discription of John Tulloh, James Brodie and James Connell of Madras Merchants in the Sum of Twenty one thousand one hundred and Seventeen Pagodas Nineteen fanams and Sixty eight Cash Current Money of Madras aforesaid to be

paid

paid to them the said John, James Brodie and James Connell&Co
they the said Cooley Chitty and Tomboo Chitty should be thereto
afterwards requested - Yet the said Cooley Chitty and Tomboo
Chitty in the life time of him the said Tomboo Chitty have
not, nor hath the said Cooley Chitty since the decease of the said
Tomboo Chitty (although often respectively requested so to do)
paid the said Sum of Twenty one Thousand one Hundred
and Seventeen Pagodas Nineteen Fanams and Sixty eight
cash or any part thereof to the said John, James Connell
and James Brodie or to any or either of them in the life time
of him the said James Brodie, or to the said John and James
Connell or either of them since the decease of the said James
Brodie, but to pay the same or any part thereof they the said
Cooley Chitty and Tomboo Chitty in the life time of the said
Tomboo Chitty have wholly refused and the said Cooley
Chitty since his deceased hath and still doth refuse
so to do, to the damage of the said John and James Connell
of Two Hundred Pagodas and therefore they bring Suit
&c

AND the said Cooley Chitty by Charles
Walters his attorney comes and Defends the wrong
and injury when &c and Says that he cannot deny the
action of the said John and James Connell nor but that
the said writing obligatory in the said Declaration
mentioned is the Deed of him the said Cooley Chitty

and the said Tomboo Chitty since deceased whom he the said Cooley Chitty has sustained in manner and form as they the said John and James Connell have thereof complained against him and upon this they the said John and James Connell pray Judgment and their Debt aforesaid to be adjudged to them Therefore it is Considered that the said John and James Connell do recover against the said Cooley Chitty their Debt aforesaid and also Fifty one Pagodas and thirty fanams for their Costs and Charges in this behalf and that they the said John and James Connell have Execution thereof against the said Cooley Chitty and the said Cooley Chitty be in Mercy &c —

Judgment signed for the Plaintiff the 3d day of December 1804 —

mercy

And thereupon the said John Tulloh and James Sutherland their attorney may a writ of our Lord the King to be directed to the Sheriff of Madras Patnam to Cause him to Levy and Make of the Houses, Lands, Debts and other Effects which belong to the said Cooley Chitty the Sum of three Thousand five Hundred and Seventy five Pagodas and thirty fanams — and it is granted unto them returnable here on the third day of December Next —

Writ of Execution issued on the 3d day of November 1804 —

600

Fourth Term 1804 -

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice - the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four

Fort St. George Madras ... } Hawder Cawn puts in his place Charles Walters and James Sutherland his attornies against Mahomed Sawdoolah in a Plea of Trespass on the Case -

Fort St. George Madras ... } He said Mahomed Sawdoolah in his own person at the Suit of the said Hawder Cawn in the Plea aforesaid —

Fort St. George Madras ... } Be it remembered that as of the Second Term in the Year one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Hawder Cawn by Charles Walters and James Sutherland his attornies and brought into the same Court then there his certain Plaint against Mahomed Sawdoolah in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Plaint in assumpsit filed the 18th June 1804 -

Supreme Court

Four th Term 1804

Record of Judgments

Roll 27

Fort St. George Madras Kaunder Cawn by Charles Walters and James Sutherland his attorneys Complains of Mahomed Sawdoolah being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Hon^ble Court - For that Whereas the said Mahomed Sawdoolah heretofore, to wit, on the tenth day of August in the Year of Christ one thousand eight hundred and two at Madras aforesaid, by his Certain Note in writing in the Malabar Language Made according to the Custom of the Natives of India the date whereof is the same day and Year aforesaid acknowledged to have borrowed and received of the said Kaunder Cawn the Sum of three hundred Star Pagodas Current Money of Madras which Sum he the said Mahomed Sawdoolah did thereby engage to repay the said Kaunder Cawn on or before the tenth of July in the Year one thousand eight hundred and three by means whereof, and by force of the Laws and Customs of the Natives of India he the said Mahomed Sawdoolah became liable to pay to the said Kaunder Cawn the said Sum of Money in the said Note Specified according to the tenor and effect of the said Note and being so liable he the said Mahomed Sawdoolah in Consideration thereof afterwards, to wit, on the same day and year aforesaid at Madras aforesaid undertook and to the said Kaunder Cawn then and there faithfully promised to pay him the said Sum of Money in the said Note Specified according to the tenor and effect of the said Note - and Whereas the said Mahomed Sawdoolah afterwards,

to

to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Hawder Cawn in other Five Hundred Star Pagodas Current Money aforesaid for so much Money by the said Hawder Cawn before that time lent and advanced to the said Mahomed Sawdoolah at his special instance and request and being so indebted he the said Mahomed Sawdoolah in Consideration thereof afterwards, to wit, on the same day and Year aforesaid at Madras aforesaid undertook and to the said Hawder Cawn then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said Mahomed Sawdoolah should be thereunto afterwards requested And Whereas the said Mahomed Sawdoolah afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Hawder Cawn in other Five Hundred Star Pagodas Current Money aforesaid for so much Money by the said Mahomed Sawdoolah before that time had and received to and for the use of the said Hawder Cawn and being so indebted he the said Mahomed Sawdoolah in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Hawder Cawn then and there faithfully promised to pay him

he the said Mahomed Sawdoolah should be thereto afterwards requested - And Whereas the said Mahomed Sawdoolah afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Kawder Cawn of and Concerning divers other Sums of Money, before that time due and Owing and then being in arrear and unpaid to the said Kawder Cawn, and upon which account the said Mahomed Sawdoolah was then and there found in arrear and indebted to the said Kawder Cawn in another large Sum of Money to wit in other Five hundred Star Pagodas Current Money aforesaid and being so found in arrear and indebted he the said Mahomed Sawdoolah afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Kawder Cawn then and there faithfully promised to pay him the said last Mentioned Sum of Money when he the said Mahomed Sawdoolah should be thereto afterwards requested - Yet the said Mahomed Sawdoolah not regarding the said Several promises and undertakings so by him made as aforesaid, but Contriving and fraudulently intending Craftily and Subtilly to Deceive and defraud the said Kawder Cawn in this behalf hath not paid the said Several Sums of Money or any part thereof to the said Kawder Cawn (altho' often requested so to do) but he to do this hath hitherto wholly refused

and

Fourth Term 1804

and Sett doth Repine to the damage of the said Kawder Cawn of Two hundred star Pagodas and therefore he brings Suit &c

And Now in this fourth Term in the year one thousand eight hundred and four that is to say on the twenty fourth day of September until which day was given as well to the said Kawder Cawn as to the said Mahomed Sawdoolah to inform the Court here of the premises Comes the said Kawder Cawn by his attornies aforesaid and the said Mahomed Sawdoolah altho' Solemnly demanded came not nor did he say any thing in bar or preclusion and so forth and the Justices having heard the Allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said Mahomed Sawdoolah did undertake and promise in Manner and form as the said Kawder Cawn hath above thereof Complained against him, and they assess the damages of the said Kawder Cawn on Occasion of the not performing the promises and undertakings aforesaid over and above the Costs and Charges of the said Kawder Cawn by him about his Suit in this behalf Expended to Three hundred and Twenty three Pagodas and for more Costs and Charges to

one hundred and four Pagodas and thirty fanams

Judgment signed for the Plaintiff the 7th day of November 1804 —

Therefore it is Considered that the said Kawder Cawn do Recover against the said Mahomed Sawdoolah his damage aforesaid and also one Hundred and four Pagodas and thirty Fanams for his said Costs and Charges which said damages Costs and Charges in the whole amount to Four Hundred and Twenty Seven Pagodas and thirty Fanams and that the said Kawder Cawn have his Execution thereof &c

And Thereupon the said Kawder Cawn by Charles Walters and James Sutherland his attornies prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Mahomed Sawdoolah the Sum of four Hundred and Twenty Seven Pagodas and Thirty Fanams — And it is granted

Writ of Execution issued the 7th Novr 1804

unto him Returnable here on the Seventh day of December Next —

606

Fourth Term 1804 -

Pleas before the Hon^ble Sir Thomas Andrew Strange, Knight, Chief Justice, the Hon^ble Sir Henry Gwillim Knight and the Hon^ble Sir Benjamin Sullivan Knight Puisne Justices of His majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras ... } Paupah Moodelly puts in his place and stead George McMahon as his attorney in an action of assumpsit against Streerangam Pilley -

Fort St. George Madras ... } The said Streerangam Pillay puts in his place Charles Walker his attorney at the suit of the said Paupah Moodelly in the action aforesaid -

Fort St. George Madras Court } Be it remembered that on the Second day of November in the Vacation after the First Term in the Year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Paupah Moodelly by George MacMahon his attorney and brought into the said Court then there his certain Plaint against Streerangam Pillay in an action of assumpsit which said Plaint follows in these words - Fort St. George to wit Paupah Moodelly of Madras Inhabitant by George Mc Mahon his attorney Complains of Streerangam Pillay of Madras Inhabitant and as such a person liable to the Jurisdiction of this Hon^ble Court of

Plaint in assumpsit filed 2^d November 1801 -

a Plea of Trespass on the Case for this to wit that Whereas
the said Shreerangam Pillay on the first day of October in
the Year of our Lord one Thousand eight hundred and one
at Madras aforesaid was indebted to the said Paupah
Moodelly in the Sum of one Hundred and Ninety eight Pagodas
Thirty Seven Fanams and Forty two Cash of Current
Money of Madras by the said Paupah Moodelly before
that time lent and advanced to the said Shreerangam
Pillay and at his Special instance and Request; and
being so indebted he the said Shreerangam Pillay in Consider
-ation thereof afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Paupah Moodelly to pay
him the said last Mentioned Sum of Money when he should
be afterwards thereunto requested - and whereas the said
Shreerungum Pillay upon the same day and year aforesaid
at Madras aforesaid was indebted unto the said Paupah
Moodelly in the Sum of one hundred and Ninety eight Pagodas
Thirty Seven Fanams and Forty two Cash of the like
Current Money of Madras at the Special instance and Request
of the said Shreerangam Pillay for him the said Shreerungam
Pillay and for his Use before that time paid laid out
and Expended and being so indebted the said Shreerangam
Pillay afterwards to wit upon the same day and year
aforesaid

Fourth Term 1804-

aforesaid at Madras aforesaid in Consideration thereof took upon himself and then and there faithfully promised the said Paupah Moodelly to pay him the said one hundred and ninety eight Pagodas thirty seven Fanams and forty two Cash when he should be afterwards thereunto required - and whereas the said Shreerangam Pillay on the same day and year last aforesaid at Madras aforesaid was indebted unto the said Paupah Moodelly in other one hundred and ninety eight Pagodas thirty seven Fanams and forty two Cash of the like Current Money of Madras for Money he the said Shreerangam Pillay before that time had, & received to the use of the said Paupah Moodelly and being so indebted he the said Shreerangam Pillay in Consideration thereof afterwards to wit the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Paupah Moodelly to pay him the said Sum of Money last Mentioned when he should be afterwards thereunto requested - and whereas also the said Shreerangam Pillay afterwards to wit on the day and year last Mentioned at Madras aforesaid accounted with the said Paupah Moodelly of and concerning divers Sums of Money from the said Shreerangam Pillay to the said Paupah Moodelly before that time due and owing and then and there in arrear and unpaid and upon that account the said Shreerangam Pillay was then and there found in arrear to the said Paupah Moodelly in one hundred and ninety eight Pagodas thirty seven Fanams

and forty two Cash of like current Money of Madras and being so found in arrear the said Shreerangam Pillay in Consideration thereof afterwards to wit on the day and year last Mentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Paupah Moodelly that he the said Shreerungam Pillay would well and truly pay and Satisfy to the said Paupah Moodelly the said one hundred and Ninety Eight Pagodas thirty Seven Fanams and forty two Cash last mentioned when he should be afterwards thereunto required. Yet the said Shreerangam Pillay not regarding his Several promises and undertakings aforesaid in form aforesaid but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Paupah Moodelly in this particular hath not yet paid the said Sum of Money or any part thereof to the said Paupah Moodelly (although to do this he the said Shreerungam Pillay afterwards to wit on the same day and year last aforesaid by the said Paupah Moodelly was requested) but he to pay the same to him hitherto hath wholly refused and still doth refuse to the said Paupah Moodelly his damage of one hundred Pounds and therefore he produces his Suit

And afterwards that is to say on the Fourteenth day of December, to wit in the Vacation of the same first Term in the said Year one thousand eight hundred and one until which day the said Shreerangam pillay had leave to imparl to the said

Imparlance

Plaint

Fourth Term 1804.

Plea and Notice of Sett off filed 14th Dec. 1801

Issue Joined

Plaint and then to answer the same came as well the said Paupah Moodelly by his attorney as the said Shreerangum Pillay by Charles Walters his attorney - And the said Shreerungum Pillay comes and defends the wrong and Injury when &c and says that he did not undertake or promise, in Manner and form as the said Paupah Moodelly hath above thereof Complained against him and of this he puts himself upon the Court &c And the said Paupah Moodelly by George Mc Mahon his attorney doth the like -

And Now in this Fourth Term in the year one thousand eight hundred and four that is to say on the twenty fourth day of September until which day was given as well to the said Paupah Moodelly as to the said Shreerangum Pillah to inform the Court here of the premises comes the said Shreerangum Pillay by his said attornies, and the said Paupah Moodelly altho' Solemnly called, comes not. and it appearing to the Court here that the said Paupah Moodelly hath neglected to bring the issue above joined on to be tried, according to the course and practice of the said Court - Therefore according to the form of the Statute in such case Made and provided It is considered that the said Paupah Moodelly take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c and that he said Shreerungum Pillay do go thereof without day &c And it is further considered by the said Court that the said Shreerungum Pillay do recover against the said Paupah Moodelly one hundred and sixty

Judgment as in case of a Nonsuit signed for the Defendant the 7th day of November 1804

charges by him laid out about his defence in this behalf by the Court now here adjudged to the said Sheerangum Pillay and with his assent according to the form of the Statute in such case made and provided; and that the said Sheerangum Pillay have Execution thereof &c

And thereupon the said Sheerangum Pillay by Charles Walker & James Sutherland his attornies prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause to be taken the body of the said Paupah Moodelly in satisfaction of his Costs and Charges by him laid out about his defence in this behalf so adjudged to him as aforesaid- and it is granted unto him returnable here on the Seventh December next-

Ca. ad Satisfaciendum issued against the Plaintiff the 7th November 1805

Fourth Term 1804.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - The Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sulivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras ... } Nynummah widow and Administratrix of all and singular the Goods and Chattels, Rights and Credits of Saravanah Moodelly deceased - puts in her place Charles Walters her attorney against Meenaboy widow, Rajaram and Geevanarayer personal Representatives of Treamback Sambajee Punt deceased in a Plea of Debt

Fort St George Madras ... } The said Meenaboy widow, Rajaram and Geevanarayer personal Representatives of Treamback Sambajee Punt deceased in their person at the Suit of the said Nynummah widow and Administratrix of all and singular the Goods and Chattels, Rights, and Credits of Saravanah Moodelly deceased at the Plea aforesaid

Fort St George Madras ... } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Nynummah widow and Administratrix of all and singular the Goods and Chattels, Rights and Credits of Saravanah Moodelly deceased by Charles Walters her attorney and brought into the said Court then there her Certain Plaint against Meenaboy widow, Rajaram and Geevanarayer

Plaint in debt filed the 6th February 1804

personal Representatives of Treamback Sambajee Puns deceased in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St George Madras Vymummah widow and Administratrix of all and Singular the Goods and Chattels Rights and Credits which were of Saravanah Naidelly deceased, at the time of his death, who died Intestate by Charles Walters her attorney complains of Meenaboy Widow Rajaram and Geevanarayen being the personal Representatives of Treamback Sambajee Puns deceased according to the Laws and Customs of the Hindoo Natives of India and having as such personal Representatives administered and taken possession of the Estate and Effects which were of the said Treamback Sambajee Puns at the time of his death and being Inhabitants of Madras and as such respectively liable to the Jurisdiction of this Hon'ble Court in a Plea that they render to her Ten thousand Star Pagodas Current Money of Madras which they unjustly detain from her For that whereas the said Treamback Sambajee Puns heretofore in his life time to wit on the Twenty Sixth day of augusts in the year one thousand Seven hundred and Eighty Six at Madras aforesaid by his Certain writing obligatory Sealed with the Seal of him

No 84

Sum the said Treamback Sambajee Puns and to the Court
Now Here Shewn the date whereof is the same day and
Year aforesaid acknowledged himself to be held and firmly
bound unto the said Saravanah Moodeliar in the
Sum of Six thousand Star Pagodas (parcel of the
Sum of Ten Thousand Star Pagodas above demanded)
to be paid to the said Saravanah Moodeliar his
Heirs Executors Administrators or Assigns when he
the said Treamback Sambagee Puns should be thereunto
afterwards requested - And Whereas also the said -
Treamback Sambagee Puns in his life time afterwards
to wit on the same day and Year aforesaid at Madras
aforesaid in the life time of the said Saravanah Moodeliar
borrowed of the said Saravanah Moodeliar a large
Sum of Money to wit the further Sum of Four thousand
Star Pagodas (residue of the said Sum of Ten Thousand
Star Pagodas above demanded) to be paid to the said
Saravanah Moodeliar when he the said Treamback
Sambajee Puns should be thereto afterwards requested
Yet the said Treamback Sambajee Puns in his life
time and the said Meanaboy Rajaram and Seevanarayer
as such personal Representatives aforesaid since his
death (although often respectively requested) have

not

not nor hath any or either of them yet paid the said Sum of Ten Thousand Star Pagodas or any part thereof to the said Saravanah Moodelliar in his life time or to the said Nynummah since the death of the said Saravanah Moodelliar (to which said Nynummah Administratrix of all and singular the Goods & Chattels Rights and Credits which were of the said Saravanah Moodeliar at the time of his decease, was by the late Mayors Court at Madras on the day of in the Year one thousand Seven Hundred and in due form of law Committed) but to pay the same or any part thereof to the said Saravanah Moodelliar in his life time or to the said Nynummah since his decease, he the said Treamback Sambagee Pons in his life time and the said Meenabay Rajaram and Greevanarayer have wholly refused and still do refuse to the damage of the said Nynummah of three Hundred Star Pagodas and therefore she brings Suit &c and she also brings into Court here the letters of Administration of the said Mayor's Court, which sufficiently Testify to the Court here the granting the Administration aforesaid to the said Nynummah the date whereof is the day and year in that behalf above mentioned -

And Now in this Fourth Term in the Year one thousand eight Hundred and four that is to say, on the twenty fourth day of September until which day was given as well to the said Nynummah as to the said Meenabay -

Rajaram

1084

Rajaram and Geevanrayer to inform the Court here of the
Premises comes the said Nynummah by her said attornie
and the said Meenaboy Rajaram and Geevanrayer altho'
Solemnly Demanded came not nor did they or either of them
say any thing in bar or preclusion and so forth - and the
Justices having heard the Allegations of the Party
Plaintiff and Examined the truth and duly Considered
the Evidence produced on the part of the said Plaintiff
say that the said writing obligatory in the said Declaration
mentioned is the Deed of the said Treamback Sambajie
Punt in manner and form as the said Nynummah
hath above thereof complained and do adjudge that
the said Nynummah do Recover against the said
Meenaboy Rajaram and Geevanrayer as personal Representatives
as aforesaid the Sum of Six Thousand Pagodas parcel of
the said Sum of Ten Thousand Pagodas above demanded
and one Hundred and Sixty Six Pagodas and Thirty
five Fanams for her damages sustained as well by
Occasion of detaining the said Debt as for her Costs
and Charges by her about her Suit in this behalf
Expended which said Debt damages Costs and
Charges in the whole amount to Six Thousand one
Hundred and Sixty Six Pagodas and Thirty five
Fanams to be levied of the Goods and Chattels

which

Judgment signed for the Plaintiff the 9th day of Novmber 1804

which were of the said Treamback Sambajee Punt at the time of his death in the Lands of the said Meenaboy Rajaram and Geevanarayer as Personal Representatives as aforesaid to be administered if they have so much thereof in their Lands to be administered and if they have not so much thereof in their Lands to be administered then the said Sum of one Hundred and Sixty Six Pagodas and Thirty five Fanams Parcel of the said Sum of Six Thousand one Hundred and Sixty Six Pagodas and Thirty five Fanams adjudged as aforesaid being for the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said Meenaboy Rajaram and Geevanarayer and the said Meenaboy Rajaram and Geevanarayer in Mercy &c

And thereupon the said Nynammah Widow & administratrix of Saravanah Moodelliar by Charles Walters & James Sutherland her attorneys prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy & make of the Houses, Lands, Debts and other Effects which were of the said Treamback Sambajee Punt at the time of his death in the hands of the said Meenaboy, Rajaram and Geevanarayer as personal representatives as aforesaid to be administered, the Sum of Six thousand one hundred and Sixty Six Pagodas and Thirty five Fanams, if they have not so much thereof in their hands to be administered, then the said Sum of one hundred and Sixty Six Pagodas and

Writ of Execution issued the 9th day of November 1804 -

Fourth Term 1804-

and thirty five Fanams being the Costs & Charges aforesaid to
be levied of the Proper Goods and Chattels of the said
Meenaby, Rajaram and Geevanrayer -- and it is granted
unto her Returnable here on the Tenth day of December
Next

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras - - } Nellore Moodoo Kistna Pillay puts in his place Charles Walters his attorney against Cotah Mookoondoo Naicker and Paupoo Naicker in a Plea of Trespass on the Case -

Fort St George Madras - - } The said Cotah Mookoondoo Naicker and Paupoo Naicker put in their place Townes Disney their attornies at the suit of the said Nellore Moodoo Kistna Pillay in the Plea aforesaid -

Fort St George Madras - - } Be it remembered that in the Fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Courts of Judicature at Madras came Nellore Moodoo Kistna Pillay by Charles Walters his attorney and brought into the said Court then there his certain Plaint against Cotah Mookoondoo Naick and Paupoo Naick in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St George Madras Nellore Moodoo Kistna Pillay by Charles Walker his attorney complains of Cotah Mookoondoo Naicker and Paupoo Naicker being Hindoo Inhabitants of Madras and as such liable to the Jurisdiction of this Honble Court For that Whereas the said Mooconds and Paupoo heretofore to wit on the Ninth day of December in the Year of Christ one thousand eight

Plaint in assumpsit filed the 16th Sept 1803 -

eight Hundred and one at Madras aforesaid by their Certain Note in writing in the Malabar Language according to the Customs of such Hindoo Natives of India the Date whereof is the same day and Year aforesaid acknowledge to have borrowed and received of the said Moodoo Kistna the Sum of Seven Hundred and Seventy Star Pagodas Current Money of Madras which Sum they the said Mookoondoo and Pauloo did thereby engage to repay to the said Moodoo Kistnah in Manner following that is to say the Sum of Three Hundred and Seventy Pagodas on the Thirtieth day of June in the Year one Thousand eight Hundred and two and the Sum of Four Hundred Pagodas on the Thirtieth day of June in the Year one Thousand Eight Hundred and three with all such Interest as should or might become due thereon at the rate of nine per Cent per Annum by Means whereof and by force of the Customs and Laws of such Hindoo Natives of India they the said Mookoondoo and Pauloo then and there became liable to pay to the said Moodoo Kistna the said Sum of Money in the said Note Specified according to the Tenor and Effect of the said Note and being so liable they the said Mookoondoo and Pauloo in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Moodoo-Kistna then and there faithfully promised to pay him the said last Mentioned Sum of Money with Interest thereon at the rate aforesaid according to the Tenor and Effect of the said Note - And Whereas also the said Mookoondoo and Pauloo afterwards to wit

on the First day of August one thousand eight hundred and three at Madras aforesaid was indebted to the said Moodookistna in Other one thousand Pagodas of like Current Money of Madras aforesaid for so much Money by the said Moodookistna before that time lent and advanced and paid laid out and Expended to the said Mookoondoo and Paupoo at their Special Instance and Request and being so indebted they the said Mookoondoo and Paupoo in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Moodookistna to pay him the said last mentioned Sum of Money when they the said Mookoondoo and Paupoo should be thereto afterwards requested And whereas also the said Mookoodoo and Paupoo afterwards, to wit, on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Moodookistna in Other one thousand Pagodas of like Current Money of Madras aforesaid for so much money by the said Mookoondoo and Paupoo before that time had and received to and for the use of the said Moodookistna and being so indebted they the said Mookoondoo and Paupoo in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Moodookistna to pay him the said last mentioned Sum of Money when they the said Mookoondoo and Paupoo

Should

Should be thereto afterwards requested - And whereas also the said Mookoondoo and Paupoo afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Moodoo Kistna of and Concerning divers other Sums of money before that time due and owing from the said Mookoondoo and Paupoo to the said Moodoo Kistna and then being in arrear and unpaid upon which said account they the said Mookoondoo and Paupoo was then and there found in arrear and indebted to the said Moodoo Kistna in another large Sum of Money to wit the Sum of one Thousand Pagodas of like current Money of Madras aforesaid and being so indebted they the said Mookoondoo and Paupoo in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Moodoo Kistna to pay him the said last mentioned Sum of Money when they the said Mookoondoo and Paupoo should be thereto afterwards requested Yet the said Mookoondoo and Paupoo not regarding their said Several promises and Undertakings so made by them in their behalf as aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Moodoo Kistna in this behalf have not nor hath either of them yet paid the said Several Sums of Money or any part thereof to the said Moodoo Kistna (although to do they the said Mookoondoo and Paupoo was often requested) but they to do this have hitherto wholly refused and still doth refuse to the damage of the

said Moodoo Kistna of one Thousand Star Pagodas and there fore he brings Suit &c

And afterwards that is to say on the Fourteenth day of May to wit in the Vacation of the Second Term in the year one Thousand eight Hundred and four until which day the said Cotah Mookoondoo Naick and Paupoo Naick had leave to impare to the said Plaints and to answer the same came as well the said Nellore Moodoo Kistna Pillay by his Attorney as the said Cotah Mookoondoo Naick and Paupoo Naick by their Attorney - and the said Cotah Mookoondoo Naick and Paupoo Naick defend the wrong and injury when &c and say that they did not undertake or promise in manner and form as the said Nellore Moodoo Kistna Pillay hath above thereof Complained against them and of this they put themselves upon the Court &c

imparlance

And now in this Fourth Term in the Year of Christ one Thousand Eight Hundred and Four that is to say on the Twenty fifth day of September until which day was given as well to the said Nellore Moodoo Kistna Pillay as to the said Cotah Mookoondoo Naicker and Paupoo Naicker to inform the Court here of the premises aforesaid come the parties aforesaid by their respective Attornies aforesaid and the Justices having heard the Allegations of the respective parties and Examined the truth thereof and duly Considered the Evidence produced on both sides say that they the said Cottah Mookoondoo Naicker and Paupoo Naicker did undertake and promise in manner and form as the said Nellore Moodoo Kistna Pillay

Fourth Term 1804-

Pillay on Occasion of the nonperforming the premises and undertakings above Mentioned over and above his Costs and Charges by him about his Suit in this behalf Expended to Five hundred and Two Pagodas and Thirty two Fanams and for those Costs and Charges to one hundred and Forty two Pagodas and thirty four Fanams -

Judgment signed for the Plaintiff the 14th. day of Novr 1804 -

Therefore it is Considered that the said Nellore Moodoo Kistna Pillay recover against the said Cotah Moo Koondoo Naicker and Paupoo Naicker Five hundred and Two Pagodas and thirty two Fanams for his damage aforesaid in form aforesaid assessed and one hundred and forty two Pagodas and thirty four Fanams for his said Costs and Charges by him about his Suit in this behalf Expended which said damages costs and Charges in the whole amount of Six hundred and Forty five Pagodas and Twenty two Fanams and that he said Nellore Moodoo Kistna Pillay have Execution &c

And thereupon the said Nellore Moodoo Kistna Pillay by Walters & Sutherland pray a writ of our Lord the King to be directed to the Sheriff of Madraspatnam commanding him that he cause to be taken the body of the said Cotah Mookoondoo Naicker and Paupoo Naicker in Satisfaction of his damages Costs & Charges - and this granted unto him returnable here on the third day of December next -

Ca: ad Satisfaciendum issued the 14th Novr 1804 -

Supreme Court

Fourth Term 1804 -

Record of Judgments

Roll 28 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of his majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St. George Madras } John Leonard Gotting puts in his place Emanuel Samuel his attorney against Jevan Row in a Plea of Debt -

Fort St. George Madras } The said Jevan Row puts in his place Robert Orme his attorney at the Suit of the said John Leonard Gotting in the Plea aforesaid

Fort St. George Madras } Be it remembered that on the Seventh day of December in the Vacation after the Fourth Term in the Year of our Lord one thousand eight hundred and two Before the said Supreme Court of Judicature at Madras came John Leonard Gotting by Emanuel Samuel his attorney and brought into the same Court then here his Certain Plaint against Jevan Row in a Plea of debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint followeth in these words to wit - Madras to wit John John Leonard Gotting by Emanuel Samuel his attorney Complains

Plaint in Debt filed 6th December 1802 -

Complains of Jewan Row an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Hontble Court of a Plea that he render to the said John Leonard Five Hundred and Eighty eight Star Pagodas of lawful Current Money of Madras which he owes to and unjustly detains from him For that whereas on the day and at the time hereinafter next Mentioned the said Jewan Row used and Exercised the Trade of Merchandize in Copartnership with one Sawmy Nadoo to wit at Madras and during such time and Exercise of the said trade of Merchandize that is to say on the Seventh day of September in the Year of our Lord one thousand eight Hundred and two at Madras aforesaid the said Jewan Row made his certain Deed Poll in writing which said Deed Poll Sealed with the Seal of the said Jewan Row the said John Leonard brings here into Court the date whereof is the day and year aforesaid By which said Deed Poll the said Jewan Row reciting that he the said Jewan Row and Swamy Nadoo had entered into a Charter Party with certain Persons therein Named and Described to be Mallialum Cooly Hoseen Coonjee and Coonjoo Parutt owners of the good Ship Cawder Bare then lying at Anchor in the Roads of Madras for the account in the said Deed Poll Specified - it was witnessed that the said Jewun Row and Sawmy Nadoo had agreed and finally Settled with the said John Leonard by the name and addition of John Leonard Gotting of Madras Mariner)

No 86

Manner on Certain Conditions and terms in the said Deed Poll Expressed - For the due and Exact performance of which Conditions and Terms the said Jewan Row did thereby bind himself his heirs Executors Administrators and assigns - which said Conditions and Terms were therein Stated to be among other things as follows to wit That the said Jewan Row and Swamy Nadoo Did Nominate Constitute authorize and appoint the said John Leonard as Master and Commander of the said Ship Cawder Bux on a trading Voyage from thence (that is to say from Madras) to the Ports of Rangoon and to any other intermediate Ports that the said John Leonard might by the instructions of the said Jewan Row and Swamy Nadoo be authorized to touch at during the round Voyage and it was declared that the said John Leonard had full authority from the said date of the Signature of the same Deed Poll to go on board the same Ship Cawder Bux and take Charge of her as Commander and Navigator aforesaid and that the said John Leonard was Vested with full powers over the Crew and that the said John Leonard was thereby restricted in the penal Sum of Five hundred Star Pagodas if he should quit the said Ship Cawder Bux of his own accord in any other Ports but on his return to Madras from the said Voyage and the said Jewan Row did thereby bind himself his heirs Executors

Executors Administrators and assigns in a similar penalty (Meaning thereby a like penal Sum of five hundred Star Pagodas) if the said Jewun Row and Sawmy Nadoo or their Heirs Executors Administrators or assigns Should discharge the said Captain) Meaning thereby the said John Leonard) before the said Voyage Should be accomplished and all accounts finally Settled as by the said Deed Poll reference being thereto had will more fully appear - and the said John Leonard in fact saith that in pursuance of the said Deed Poll and after the Making and Sealing the same as aforesaid that is to say on the said Seventh day of September in the Year of Christ one Thousand eight Hundred and two aforesaid at Madras aforesaid the said John Leonard Did go on board the said Ship Cawder Bux and take Charge of her as Commander and Navigator aforesaid according to the authority contained in and granted by the said Deed Poll and from thence untill and at the time of his being Discharged therefrom as hereinafter Mentioned did Continue on board the same Ship and keep the Charge thereof and although he the said John Leonard did at all times after the Making and Sealing the said Deed Poll and until the time hereinafter next Mentioned perform and fulfil all and every the Terms Conditions and agreements in the said Deed Poll Declared or Contained which on the part of him

the

the said John Lenard were or ought to be performed or fulfilled and although the Voyage in the said Deed Poll mentioned and thereby Meant and intended to be performed in and with the said Ship Camden Bux was not at the time hereinafter next Mentioned in any Manner accomplished and although the accounts also Mentioned in the said Deed Poll and thereby Meant and intended to be settled were not at the time hereinafter next Mentioned in any Manner Settled adjusted or Satisfied, Yet the said John Leonard avers that the said Jewan Row and Sawmy Nadoo did afterwards to wit on the Eleventh day of October in the Year aforesaid at Madras aforesaid discharge the said John Leonard of and from his appoint= ment as Captain or Commander and Navigator of the said Ship Camden Bux Contrary to the true intent and Meaning of the said agreement of the said Jewan Row in that behalf & aforesaid whereby and according to the tenor and Effect of the said Deed Poll the said Jewan Row then and there forfeited and became liable to pay to the said John Leonard the said five hundred Star Pagodas in the said Deed Poll mentioned - and whereby an action hath accrued to the said John Leonard to demand and have of and from the said Jewan Row the said five hundred Star Pagodas parcel of

No 86

of the said five hundred and eighty eight Star Pagodas above demanded / and Whereas also at the day and time hereinafter next Mentioned the said Jewun Row used and Exercised the trade of Merchandize in Copartnership with one Sawmy Naidoo to wit at Madras and during such the Use and Exercise of the said Trade of Merchandize that is to say on the said Seventh day of September in the Year of our Lord one thousand eight hundred and two aforesaid at Madras aforesaid the said Jewun Row Made his Certain other Deed Poll in writing / which last Mentioned Deed Poll Sealed with the Seal of the said Jewan Row the said John Lenard brings here into Court, the date whereof is the day and Year last aforesaid / By which last Mentioned Deed Poll the said Jewun Row reciting that he the said Jewun Row and the said Sawmy Nadoo had entered into a Charter Party with certain Persons therein named and described to be Mallialum Cooty Hoseen Coonjee and Coonjee Pareik Owners of the good Ship Cawder Bux then Lying at Anchor in the Roads of Madras for the accountein the said Deed Poll Specified - It was witnessed that the said Jewun Row and Sawmy Nadoo had agreed and finally Settled with the said John Leonard / by the Name and Addition of John Leonard Gatting of Madras Mariner) on Certain Conditions and Terms in the said last Mentioned Deed Poll Expressed for the due and Exact performance of which Conditions and Terms the said Jewun Row did by the last Mentioned Deed Poll bind himself his Heirs

Heirs Executors Administrators and assigns and which Conditions and terms were in the last Mentioned Deed Poll stated to be amongst other things as follows to wit that the said Jewan Row and Swamy Nadoo Did Nominate Constitute, authorise and appoint the said John Leonard as Master and Commander of the last Mentioned Ship Cawder Bux on a trading Voyage from thence that is to say from Madras / to the Port of Rangoon and to any other intermediate Ports - that the said John Leonard might by the instructions of the said Jewan Row and Swamy Nadoo he authorised to touch at during the round Voyage and the said Jewan Row and Sawmy Nadoo did thereby agree to allow the said John Leonard the Monthly Wages of Eighty Star Pagodas or two hundred and Eighty arcot Rupees as Commander and Navigator of the said Ship out of which said Sum it was thereby declared that the said John Leonard should pay his own officers and find them their Provisions with the Exception of Rice, Water Firewood, Ghee Candles and fish - which should be allowed by the said Jewan Row and Swamy Nadoo both for the said John Leonard and his officers as Customary - and it was also declared that the Wages of the said Commander (meaning thereby the aforesaid Monthly Wages or allowance of Eighty Star Pagodas or two hundred and Eighty arcot Rupees to the said John Leonard as such Commander and Navigator as aforesaid of the last Mentioned Ship or Vessel) should Commence from the date

of

of the Signature of the said last Mentioned Deed Poll as by the said last Mentioned Deed Poll reference being thereunto had will appear - and the said John Leonard in fact Saith that there became due and owing to him as Master and Commander of the said last Mentioned Ship or Vessel for Wages accrued from the said Seventh day of September in the Year aforesaid (being the day of the date of the Signature of the said last Mentioned Deed Poll) until the Eleventh day of October then next following according to the terms and intent of the said last Mentioned Deed Poll and the agreement of the said Jewan Row and Swamy Naboo therein Contained the Sum of Eighty eight Star Pagodas or three hundred and Eighty arcot Rupees being at and after the rate of Eighty Star Pagodas or two hundred and Eighty arcot Rupees per Month as so in proportion for a period less than a Month - for the Space of one Month and three days which said then elapsed whereby and according to the tenor and Effect of the said last Mentioned Deed Poll the said Jewun Row become then and there indebted to the said John Leonard in the said Sum of eighty eight Star Pagodas of lawful Current Money of Madras to be paid by the said Jewan Row to the said John Leonard upon request whereby an action hath accrued to the said John Leonard to demand and have of and from the said Jewun Row the said Sum of Eighty eight Star Pagodas residue

of

No 86

of the said five hundred and Eighty eight Star Pagodas above demanded / Yet the said Seevan Row / altho' often requested &c hath not paid the said five hundred and Eighty eight Star Pagodas above demanded or any part thereof to the said John Leonard But to pay the same or any part thereof to the said John Leonard he the said Seevan Row hath hitherto wholly refused and still doth refuse To the damage of the said John Leonard of one thousand Star Pagodas and therefore he brings his Suit &c

imparlance

And afterwards to wit in the first Term of the Year one thousand eight hundred and three in the said Supreme Court of Judicature at Madras till which Term the said Seevan Row had Leave to imparl to the said Plaint and then to answer the same cause as well the said John Leonard Getting by his said attorney as the said Seevan Row by his said attorney - And the said Seevan Row Defends the wrong and injury when &c and says that the Deed Poll in the first Count of the said Declaration and the Deed Poll in the second Count of the said Declaration Mentioned are one and the same Deed Poll and not divers and different Deeds Poll and that the said Deed Poll in the said several Counts of the said Declaration Mentioned is not the Deed of the said Seevan Row and of this he puts himself on the Court &c And for further Plea in this behalf as to the said five hundred Pagodas in the first Count of the said Plaint Mentioned he the said Seevan Row by leave of the Court here for that purpose first had and obtained according to the form of the Statute in that

Plea filed 4th February 1803-

case

case made and provided says that by reason of any thing by
the said John Leonard in the first Count of his said Plaint
above alledged he ought not to have or maintain his
aforesaid action thereof against him the said Seevan Row
Because protesting that the said John Leonard did not at
all times after the making and sealing the said Deed Poll
and until the Eleventh day of October and Year one
thousand eight hundred and two perform and fulfil all
and every the Terms Conditions and Agreements in
the said Deed Poll declared or contained which on the
part of him the said John Leonard were ought to be
performed or fulfilled in Manner and form as the said John
Leonard hath above thereof Complained against him for
Plea Nevertheless in this behalf the said Seevan Row
saith that he said Seevan Row and Sawmy Naidoo in the
said Plaint mentioned did not discharge the said John
Leonard of and from his appointment as Captain or
Commander and Navigator of the said Ship Cawder Bux
(in the said Plaint mentioned) in Manner and form as the
said John Leonard hath above thereof Complained
against him and of this he puts himself on the Court
&c And for further Plea in this behalf as to
the said Sum of Eighty eight Pagodas in the last
Count of the said Declaration above mentioned
he the said Seevan Row by like leave of the Court
here

here for that purpose first had and obtained according to the form of the Statute in that case made and provided says that by reason of any thing by the said John Leonard in the last Count of the said Plaint above alledged he ought not to have or maintain his aforesaid action thereof against him the said Seevan Row Because he says that he said Seevan Row doth not owe to the said John Leonard the said Sum of eighty eight Pagodas in the last Count of the said Plaint mentioned or any part thereof in manner and form as the said John Leonard hath above thereof Complained against him and of this he puts himself on the Court &c

And upon this the said Seevan Row afterwards prayed that the said John Leonard Gotting might reply to the aforesaid Plea of him the said Seevan Row and thereupon a day was given by the Court here to the said John Leonard Gotting before the Justices of our Lord the King at Madras for him the said John Leonard Gotting to reply to the aforesaid Plea of the said Seevan Row the same day was also given to the said Seevan Row at the same place at which Day that is to say on the twenty second day of February in this same Term before the said Court at Madras came the said Seevan Row by his attorney aforesaid

Fourth Term 1804 -

aforesaid and the said John Leonard Gotting although at that day solemnly Called came not nor hath he replied to the aforesaid Plea of the said Seevan Row nor doth he further prosecute his said Suit Therefore it is now Considered by the Court here that the said John Leonard Gotting take Nothing by his said Plaint but that he and his Pledges to Prosecute be in Mercy &c and it is further Considered by the said Court here that the said Seevan Row do recover against the said John Leonard Gotting one Hundred and Twenty one Pagodas and Sixteen Fanams for his Costs and Charges by him laid out about his defence in his behalf by the Court now here adjudged to the said Seevan Row and with his assent and that he said Seevan Row have Execution thereof &c

Judgment signed for the Defendant the 15th day of November 1804

And thereupon the said Seevan Row by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause to be taken the body of the said John Leonard Gotting in Satisfaction of his Costs & Charges by him laid out about his defence in this behalf so adjudged to him as aforesaid - And it is granted unto him returnable here on the 22d day of December next -

Commitment against the Plaintiff for Costs issued the 15th November 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice " " " " " "
The Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of his Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight Hundred and Four -

Fort St. George Madras ... } Vencatachellum Assignee of James Rees Esqr Sheriff of Madras according to the form of the Statute in such Case made and provided and an Infant by his Next Friend Valattall widow and Tondalum Natchyapah Moodelly and Tondelam Chingleray Moodelly Brothers of Tondalum Vellapah Moodelly deceased puts in his place Emanuel Samuel and Daniel Neale his attornies against Avadanum Paupiah Braminy in a Plea of Debt upon Bail Bond -

Fort St. George Madras ... } The said Avadanum Paupiah Braminy in person at the suit of the said Vencatachellum Assignee of James Rees Esqr Sheriff of Madras an Infant by his Next Friend Valattall Widow and Tondalum Natchyapah Moodelly and Tondelam Chingleray Moodelly Brothers of Tondalum Vellapah Moodelly deceased in the Plea aforesaid -

Fort St. George Madras ... } Be it remembered that on the Eighteenth day of September in the Fourth Term in the Year of our Lord one Thousand eight Hundred and four before the said Supreme Court of Judicature at Madras came Vencatachellum Assignee of James Rees Esquire Sheriff of Madras

Fourth Term 1804

Madras according to the form of the Statute in such Case made and provided and an Infant by his Next Friends Valattall Widow and Tondalum Natcheyapah Moodelly and Tondelam Chingleroy Moodelly Brothers of Tondalum Vellapah Moodelly deceased and by Emanuel Samuel and Daniel Neal his attornies and brought into the said Court Then there his certain Plaint against Avadanum Paupiah Braming in a Plea of Debt upon Bail Bond

Plaint in debt upon Bail Bond, filed 18th. September 1804 –

which said Plaint follows in these words – Madras to wit Vencatachellum assignee of James Rees Esquire Sheriff of Madras according to the form of the Statute in such Case made and provided and an Infant by his Next Friends Valattall Widow and Tondalum Natcheyapah Moodelly and Tondelam Chingleroy Moodelly Brothers of Tondalum Vellapah Moodelly deceased and by Emanuel Samuel and Daniel Neale Attornies of this Honble Court Complains of Avadenum Paupia Braminy a Hindoo Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Vencatachellum Three Hundred and Twenty two Pagodas and thirty eight Fanams Lawful Money of Madras which he owes to and unjustly detains from the said Vencatachellum For that whereas one John Bowes Brown heretofore to wit on the Twenty fifth day of August in the Year of Christ one thousand eight hundred and four at Madras had been and was arrested by and was then and there in the Custody of the said James Rees as such Sheriff of Madras as aforesaid under and by Virtue of a certain Writ of

of our Lord the King called a Capias ad respondendum before
Him to wit on the Twenty Fourth day of the said Month of August
in the Year aforesaid issued out of the Supreme Court of Judicature
of our Lord the King at Madras against the said John Bowes
Brown a British Subject and an Inhabitant of Madras and as
such a Person Subject to the Jurisdiction of the said Supreme
Court by and at the Suit of the said Vencatachellum as son
by adoption according to the Laws and Customs of the Hindoos
of the said Tondalum Vellapah Moodelly deceased who was in
his life time a Hindoo Inhabitant of Madras and as the
lawful Successor by Virtue of such adoption to the Estate
which was of the said Tondalum Vellapah Moodelly at
the time of his death (the said Vencatachellum then being an
Infant under the age of Seventeen Years and prosecuting in his
behalf by the said Valattall widow Tondalum Vakeapah
Moodelly and Tondalum Chengleray Moodelly his next
friends) and directed to the Sheriff of Madras By which
said Writ our said Lord the King Commanded the said Sheriff
that he should arrest and take the said John Bowes Brown
then or late of Madras if he might be found in Madras
or in any of the Factories or Territories Subject to or
dependant upon the Government of Madras and keep him
safely so that the said Sheriff might have his Body
before

Fourth Term 1804

Before the Justices of our Lord the King in the Supreme Court of our said Lord the King at Madras aforesaid on Wednesday the fifth day of September then next to answer to the said Venkatachellum an Infant by his next friends the said Valatall Widow and Tondalum Natchyapah Moodelly and Tondalum Chingleroy Moodelly Widow and Brothers of the said Tondalum Vellapah Moodelly deceased in the said Suit to recover five hundred Star Pagodas in assumpsit whereof the said Venkatachellum by his next Friends as aforesaid had filed his Plaint of Record in the said Court of our said Lord the King and to give Sufficient Security to be approved by the said Court that he the said John Bowes Brown would stand to and perform the Judgment of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby awarded Nevertheless if the said John Bowes Brown so arrested should give the said Sheriff Security by Sufficient Bail by their Bonds and Seural bond in the Sum of one hundred and Sixty one Star Pagodas and Nineteen Fanams that the said John Bowes Brown should appear at the time and place therein before mentioned and in all things perform the exigency of the said writ our said Lord the King did thereby authorize and require the said Sheriff to deliver the said John Bowes Brown to such Bail and did command that the said Sheriff should have there then that writ which authority and requisition to deliver the said John Bowes Brown to bail in the said one hundred and Sixty one Star

No 87.

Star Pagodas and Nineteen Fanams were thereby given in pursuance
of an Affidavit of the Cause of action and of the case being
such as to require Security before then made to the Satisfaction
of one of the Justices of the said Court of our said Lord the
King and duly filed of Record in the said Court according to the
form of the Statute in such Case made and provided and which said
writ on the twenty fourth day of August in the Year aforesaid
at Madras aforesaid had been and was delivered to the said Sheriff
to be Executed - and the said Vencatachellum by his next
friends aforesaid in fact further saith that the said John Bowes
Brown being so arrested and in Custody of the said James
Rees being sheriff as aforesaid at the Suit of the said Vencata
=chellam by his next friends aforesaid by Virtue of the said
writ as aforesaid he the said James Rees being Sheriff
as aforesaid afterwards and before the return of the said
writ to wit on the said Twenty fifth day of August in the
Year aforesaid at Madras aforesaid and within the limits
of Madras and the Jurisdiction of the said Court took
bail for the appearance of the said John Bowes Brown at
the return of the said writ according to the authority and
requisition aforesaid in the said writ contained and on
that Occasion the said John Bowes Brown and the said
Avadanum Paupiah Brahmin and one John Fitzjeffre
Marine by their Certain writing obligatory commonly
called

called a Bail Bond sealed with the Seals of the said John Bowes Brown Avadanum Paupiah Braminy and John Fitzjefferee respectively and now Shewn to the Court of our Lord the King here the date whereof is the day and Year last aforesaid acknowledged themselves to be jointly and Severally held and firmly bound to the said James Rus Esquire Sheriff of Madras in the said Three Hundred and Twenty two Pagodas and thirty eight Fanams Lawful Money of Madras To be paid to the said Sheriff or his Certain Attorney Executors Administrators or assigns Subject to and dependant Nevertheless upon a Certain Condition to the said writing obligatory subscribed to the effect following (that is to say) that if the said John Bowes Brown Should appear before the Supreme Court of Judicature at Madras aforesaid on Wednesday the fifth of September then next to answer to the said Vencatachellum and Infant by his next friends the said Valattal Widow and Tondalum Ratchyapah Moodelly and Tondalum Chingleray Brothers of the said Tondalum Vellapah Moodelly deceased in a Suit to recover one Hundred and Sixty one Star Pagodas and Nineteen Fanams whereof the said Vencatachellum by his next Friend aforesaid had filed his Plaint of record in the said Court and Should give Sufficient Security to be approved of by the said Court that he the said John Bowes Brown would Stand to and perform the Judgment

Judgment of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby awarded then the said obligation should be void and of no force Otherwise should be and remain in full force and virtue as by the said writing obligatory and the Condition thereof relation being thereunto had may more fully appear And the said Vencatachellum in fact further saith that the said John Bowes Brown did not appear before the Supreme Court of Judicature at Madras aforesaid on Wednesday the fifth of September next following the date of the said writing obligatory in the suit wherein the said Vencatachellum by his next friends aforesaid had filed his Plaint of Record in the said Court and did not give Sufficient Security approved of by the said Court according to the terms of the said Condition to the said writing obligatory whereby the said writing obligatory became forfeited to the said Sheriff and the said Vencatachellum further saith that the said writing obligatory being so forfeited and the Money therein specified and every part thereof being unpaid and unsatisfied to the said Sheriff he the said Sheriff afterwards to wit

on

Fourth Term 1804

on the Fourteenth day of September in the Year of Christ one thousand eight hundred and four aforesaid at Madras aforesaid at the Request Costs and Charges of the said Vencatachellum (by his next friends aforesaid) Plaintiff in that Suit by an Indorsement on the said Writing obligatory Made in the presence of and attested by two Credible Witnesses and Sealed with his Seal of his office of Sheriff assigned the said writing obligatory to the said Vencatachellum the Plaintiff aforesaid to be sued by him according to the Form and Effect of the Statute in that case Made and provided as by the said assignment indorsed on the said writing obligatory as aforesaid and now shewn to the Court here the date whereof is the day and year last aforesaid more fully appear By means whereof and by force of the Statute in such Case Made and provided an action hath accrued to the said Vencatachellum as assignee of James Rees Esquire Sheriff of Madras aforesaid to demand and have of and from the said Avadanum Paupiah Brahmny the said Three hundred and Twenty two Pagodas and thirty eight Fanams above demanded yet the said Avadanum Paupiah Brahmny (although often requested) hath not paid the said Three hundred and twenty two Pagodas and thirty eight Fanams above demanded or any part thereof, but he so to do hath hitherto wholly refused and still refuses So to the damage of the said Vencatachellum assignee as aforesaid

of

No 87.

of one hundred Star Pagodas and therefore he brings his Suit &c

Cognovit filed 5th December 1804 –

And the said Avadanum Paupia Braminy by Charles Walters and James Sutherland his Attornies comes and Defends the Wrong and injury when &c And says that he cannot deny the said action of the said Vencatachellum nor but that the said Writing obligatory is the Deed of the said Avadanum Paupia Braminy – nor but he doth owe to and detain from the said Vencatachellum the said Sum of Three hundred and twenty two Pagodas and thirty eight Fanams – in Manner and form as the said Vencatachellum hath above thereof Complained against

Judgment in debt signed for the Plaintiff the 5th day of December 1804 –

him Therefore it is Considered that the said Vencatachellum do recover against the said Avadanum Paupia Braminy his said Debt and also one hundred and fifty Pagodas and Sixteen Fanams for his damages which he hath sustained as well by Occasion of the detaining the said Debt as for his Costs and Charges laid out by him about his Suit in this behalf by the Court here adjudged to the said Vencatachellum – and with his assent – and the said Avadanum Paupia Braminy in Mercy &c

Mercy

And hereupon the said Vencatachellum by Samuel Neal his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam commanding him that

Commit: issued against the Defend! on the 17th December 1804.

he

Fourth Term 1804-

he cause to be taken the body of the said Nwadanum Paupiah
Bruning in Satisfaction of his Debt & damages and it is
granted unto him returnable here on the 21st day of December
Instant—

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice -
the Honble Sir Henry Gwillim, Knight,
and the Honble Sir Benjamin Sullivan Kt., Puine
Justices of His Majesty's Supreme Court of
Judicature at Madras of the Fourth Term
in the Year of our Lord one thousand eight
hundred and four -

Fort St. George
Madras ... } William Abbott puts in his place William Light his attorney
against Moortaza Hussain Khan Behauder in a Plea of Debt -

H.

Fort St. George
Madras ... } The said Moortaza Hussain Khan Behauder puts in his place
Townes Disney his attorney at the Suit of the said William Abbott in the
Plea aforesaid -

Fort St. George
Madras ... } Be it Remembered that in the Vacation after the Fourth Term
in the Year one thousand eight hundred and four before the said
Supreme Court of Judicature at Madras came William Abbott
by William Light his attorney and brought into the said Court
then there his certain Plaint against Moortaza Hussain Khan
Behauder in a Plea of Debt xxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxx and there are Pledges for the prosecution
to wit John Doe and Richard Roe which said Plaint
follows in these words - Fort St. George Madras to wit -

H.

Plaint in Debt filed 24th. December 1804 -

William Abbott of Madras Merchant by William Light
his Attorney Complains of Moortaza Hussain Khan Behauder
an Inhabitant of Madras and as such a person liable
to the Jurisdiction of this Honorable Court of a Plea that
he

he Tender to the said William Abbott one Hundred and forty Six thousand Pagodas Current Money of Madras which he owes to and unjustly detains from him - For that whereas the said Moortaza Hussain Khan Behadar and one Hakeem Ahmed Khan Behauder since deceased and whom the said Moortaza Hussain Khan Behauder hath survived, heretofore to wit on the first day of May in the Year one thousand seven Hundred and Ninety nine at Madras aforesaid, by their Certain writing obligatory Sealed with the Seals of them the said Moortaza Hussain Khan Behauder and Hakeem Ahmed Khan Behauder and to the Court now Shewn the date whereof is the same day and year aforesaid acknowledged themselves jointly and Severably to be held and firmly bound unto the said William Abbott in the sum of one Lack and forty Six thousand Pagodas, to wit the Sum of one Hundred and forty six thousand Pagodas to be paid to him the said William Abbott when they the said Moortaza Hussain Khan Behauder and Hakeem Ahmed Khan Behauder should be thereto afterwards Requested, Yet the said Moortaza Hussain Khan Behauder and Hakeem Ahmed Khan Behauder in the Life time of the said Hakeem Ahmed Khan Behauder and the said Moortaza Hussain Khan Behauder since the death of the said Hakeem Ahmed Khan Behauder altho' often Respectively required to pay the said Sum of one Hundred and forty six thousand Pagodas in the said writing obligatory Mentioned, did not nor did either of them pay the same or any part thereof unto the said

William

William Abbott, but they or either of them to pay the same or any part thereof to the said William Abbott altogether refused and the same and every part thereof is still due to the said William Abbott and the said Moortaza Hussain Khan Behauder still refuses to pay the same to the said William Abbott to the Damage of the said William Abbott of one thousand Star Pagodas and therefore he brings his Suit &c.

Judgment on warrant of attorney.

And the said Moortaza Hussain Khan Behauder by Fownes Disney his Attorney comes and Defends the Wrong and Injury when &c and says Nothing in bar or preclusion of the said action of the said William Abbott, whereby the said William Abbott remains therein undefended against the said Moortaza Hussain Khan Behauder. Therefore it is Considered that the said William Abbott recover against the said Moortaza Hussain Khan Behauder his said Debt and also fifty three Pagodas and Twenty two Fanams for his Costs and Charges by him laid out about his Suit in this behalf, by the said Court here adjudged to the said William Abbott and with his assent and the said Moortaza Hussain Khan Behauder in Mercy &c.

Judgment signed for the Plaintiff the 24th day of December 1804. J. Shaw Dpt Prothy

Mercy

And thereupon the said William Abbott by William Light his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras Commanding him that he cause to be taken the body of the said Moortaza

Ca: ad Satisfaciendum issued the 24th December 1804.

Fourth Term 1804.

Moortaza Hussain Khan Behauder in Satisfaction of his debt
Cost and Charges - And it is granted unto him returnable
here on the Second day of February Next -

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice - The Hon^ble Sir Henry Gwillim Knight and the Hon^ble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras - of the Fourth Term in the year of our Lord one thousand eight hundred and four -

Fort St George Madras } Ninah Chittyar puts in his place Charles Walters and James Sutherland his attorneys against Tellesinga Chitty in a Plea of Trespass on the case -

Fort St George Madras } The said Tellesinga Chitty in person at the Suit of the said Ninah Chittyar in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Third Term in the year of our Lord one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Ninah Chittyar by Charles Walters and James Sutherland his attorneys and brought into the said Court then there his Certain Plaint against

Plaint in Assumpsit filed on the 23^d July 1804 - Tellesinga Chitty in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St George Madras

a fo 89 -

Ninah Chittyar by Charles Walters and James Sutherland his Attornies Complains of Tellesinga Chitty being an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court For that Whereas the said Tellesinga Chitty heretofore to wit on the thirtieth day of March in the year of Christ one thousand Eight hundred and three at Madras aforesaid by his Certain Note in Writing in the Malabar Language Made according to the Custom of such Hindoo Natives of India the date whereof is the same day and year aforesaid acknowledged to have borrowed and received of the said Ninah Chittyar the sum of Eight hundred star Pagodas Current Money of Madras which said sum the said Tellesinga Chitty did thereby engage to repay on or before the Tenth day of October in the year one thousand Eight hundred and three with all such Interest as should or might become due thereon at the rate of twelve per Cent per Annum by Means whereof and by force of the laws and Customs of the Hindoo Natives of India the said Tellesinga Chitty become liable to pay to the said Ninah Chitty the said sum of Money in the said Note Specified with Interest as aforesaid according to the tenor and Effect of the said Note and being so liable the said Tellesinga Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid

aforesaid undertook and to the said Ninah Chittyar then and there faithfully promised to pay him the said Sum of Money in the said Note Specified with Interest as aforesaid according to the Tenor and Effect of the said Note - And Whereas the said Tellesinga Chitty afterwards to wit on the day and year first aforesaid at Madras aforesaid was indebted to the said Ninah Chittyar in Other Sum of one thousand and five hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Ninah Chittyar before that time lent and advanced to the said Tellesinga Chitty at his Special instance and Request and being so indebted he the said Tellesinga Chitty in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Ninah Chittyar then and there faithfully promised to pay him the said Last Mentioned Sum of Money when he the said Tellesinga Chitty should be thereto afterwards Requested - And Whereas the said Tellesinga Chitty afterwards to wit on the same day and Year aforesaid, at Madras aforesaid, was indebted to the said Ninah Chittyar in Other one thousand and five hundred Pagodas of like Current Money for Money by

the

the said Tellesinga Chitty before that time had and received, to the use of the said Ninak Chittyar and being so indebted, he the said Tellesinga Chitty in Consideration thereof afterwards to wit, on the same day and year aforesaid, at Madras aforesaid, undertook and faithfully promised, the said Ninak Chittyar to pay him the said last mentioned Sum of Money when he the said Tellesinga Chitty should be thereto afterwards requested- And whereas also the said Tellesinga Chitty afterwards, to wit, on the same day and year aforesaid at Madras aforesaid, accounted together with the said Ninak Chittyar of and Concerning divers other Sums of Money before that time due and owing from the said Tellesinga Chitty to the said Ninak Chittyar and then being in arrear and unpaid: and upon that account he the said Tellesinga Chitty was then and there found in arrear and indebted to the said Ninak Chittyar in another large Sum of money, to wit, the Sum of other one thousand and five hundred Pagodas of like Current Money of Madras and being so found in arrear and indebted he the said Tellesingak Chitty in Consideration thereof afterwards to wit on the same day and year

aforesaid

aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Ninak Chittyar to pay him the said last Mentioned sum of Money when he the said Tellesingah Chitty should be thereto afterwards Requested Yet the said Tellesingah Chitty not regarding his said Several promises and undertakings so by him made in his behalf as aforesaid, but Contriving and fraudulently intending Craftily and subtilly to deceive and defraud the said Ninak Chittyar in this behalf, hath not as yet paid the said Several Sums of Money or any part thereof to the said Ninak Chittyar (altho' so to do he the said Tellesinga Chitty was often Requested by the said Ninak Chittyar / but he to do this hath hitherto wholly refused, and still refuses so to do to the said Ninak Chittyar his Damage of one thousand and Five Hundred Pagodas and therefore he brings his Suit &c

And Now in this Fourth Term in the year of our Lord one thousand eight Hundred and four that is to say on the Twenty second day of September until which day was given as well to the said Ninak Chitty as to the said Telesinga Chitty to inform the Court here of the Premises aforesaid comes the said Ninak Chitty by his attornies aforesaid and the said Telesinga Chitty altho' Solemnly demanded

Fourth Term 1804-

demanded came not nor did he say any thing in bar or preclusion and so forth - And the said Justices having heard the Allegations of the Party Plaintiff and Examined the Truth thereof and duly Considered the Evidence produced on the Part of the said Plaintiff Say that the said Tellesinga Chitty did Undertake and promise in Manner and Form as the said Ninah Chitty hath above thereof Complained against him And they assess the damages of the said Ninah Chitty to Pagodas Five hundred and thirteen and Twelve fanams Occasioned by the Nonperformance of the several Promises and Undertakings aforesaid over and above his Costs and Charges and for those Costs and Charges to Pagodas one hundred and three and three fanams. Therefore it is Considered by the said Court here that the said Ninah Chitty Recover against the said Telesinga Chitty Pagodas five hundred and thirteen and Twelve fanams for his Damages aforesaid Occasioned by the Nonperformance of the several Promises and undertakings aforesaid over and above his Costs Charges and for those Costs and Charges to Pagodas one hundred and three and three fanams which said Damages, Costs & Charges in the whole amount to six hundred and Sixteen Pagodas and fifteen fanams and that.

Judgment signed for the Plaintiff the 29th December 1804-

that the said Ninah Chitty have Execution thereof &c

And thereupon the said Ninah Chitty by Walkers and Sutherland his attornies prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause to be taken the body of the said Tellesinga Chitty in Satisfaction of his damages, Costs and Charges - and it is granted unto him returnable here on the Tenth day of January next -

Commitment issued on the 27th December 1804

Fourth Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice — the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and four —

Fort St. George Madras } Sulapaukum Vencatachellum Chitty puts in his place Townes Disney his attorney against Vongoor Moorgapah Chitty in a Plea of Debt —

Fort St. George Madras } The said Vongoor Moorgapah Chitty puts in his place William Light his attorney, at the suit of the said Sulapaukum Vencatachellum Chitty in the Plea aforesaid —

Fort St. George Madras } Be it remembered that in the Vacation after the Fourth Term in the Year one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Sulapaukum Vencatachellum Chitty by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Vongoor Moorgapah Chitty in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words — Fort St. George Madras Sulapaukum Vencatachellum Chitty of Madras Inhabitant by Townes Disney his Attorney complains of Vongoor Moorgapah Chitty

Plaint in assumpsit filed 13th December 1804 —

Chitty being an Hindoo Inhabitant of Madras and as such
Subject to the jurisdiction of this Honble Court of which
has he under to him the said Aulapaun Kum Venca ta-
= chellum Chitty Two Thousand and eight Hundred Star
Pagodas Current money of Madras which he the said
Vongoor Moorgapah Chitty owes to and unjustly detains
from him - For that whereas the said Vongoor
Moorgapah Chitty heretofore to wit on the Fifth day of
April in the Year of Christ one Thousand eight Hundred
and three at Madras aforesaid by his Certain Writing
obligatory Sealed with the Seal of the said Vongoor
Moorgapah Chitty and to the Court Now here shewn the date whereof
is on the day and Year aforesaid acknowledged himself to be held.
and firmly bound unto the said Aulapaun Kum Venca chellum Chitty
in the penal Sum of Two Thousand and eight Hundred Pagodas
Current Money of Madras aforesaid to be paid to the said
Aulapaun Kum Venca chellum Chitty when he should be
thereunto afterwards requested - Yet the said Vongoor
Moorgapah Chitty although often requested to pay the
same hath not yet paid the said Sum of Two Thousand
and eight Hundred Star Pagodas above demanded or any part
thereof to the said Aulapaun Kum Venca chellum Chitty, but to
pay the same or any part thereof, he the said Vongoor
Moorgapah Chitty hath hitherto wholly refused and
still doth refuse to the said Aulapaun Kum Venca chellum

Chitty his damage of Twenty Star Pagodas and therefore he
brings his Suit &c

And the said Vongoor Moorgapah Chitty
by William Light his Attorney comes and defends the
Wrong and injury when &c and says Nothing in bar or
Preclusion of the said action of the said Aulapaukum
Vencatachellum Chitty by which the said Aulapaukum
Vencatachellum Chitty remains therein undefended against
the said Vongoor Moorgapah Chitty / Nor hath he hath
sustained Damages to the amount of one thousand six hundred
and Ninety four Pagodas and also the Sum of fifty
nine Pagodas Twenty four Fanams and ten Cash for his
Costs and Charges by him about his suit in this behalf
Expended — And thereupon the said Aulapaukum
Vencatachellum Chitty prays Judgment and his damages so
acknowledged together with his Costs and Charges by
him about his Suit in this behalf Expended to be
adjudged to him &c — Therefore it is Considered that
the said Aulapaukum Vencatachellum Chitty do recover against
the said Vongoor Moorgapah Chitty his said debt
Amounting to the Sum of one thousand six hundred and
Ninety four Pagodas in form aforesaid acknowledged, and
also the Sum of fifty nine Pagodas Twenty four Fanams
and ten Cash for his said Costs and Charges by the Court
here adjudged to the said Aulapaukum Vencatachellum Chitty

Plea of Confession filed 10th January 1805 —

Judgment signed for the Plaintiff the 10th day of January 1805 —

and with his assent, which said Damages, Costs and Charges in the whole amounts to one thousand Seven Hundred and fifty three Pagodas Twenty four Fanams and ten Cash — And the said Vongoor Moorgapah Chitty in Mercy &c

Mercy

And thereupon the said Aulapankum Vencatachellum Chitty by Thomas Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras to cause him to levy and make of the Lands Houses Debts and other Effects which belong to the said Vongoor Moorgapah Chitty the Sum of one thousand Seven Hundred and fifty three Pagodas Twenty four Fanams and ten Cash — and it is granted unto him returnable here on the 10th day of February next —

Writ of Execution issued the 16th January 1805 —

Fourth Term 1804

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras - of the fourth Term in the Year of our Lord one thousand eight hundred and four -

Fort St George Madras - } Streeperoombadoor Vadachella Moodelliar, Teagaroy Moodelliar and Annasawmy Moodelliar sons and personal Representatives of Streeperoombadoore Ponnambala Moodelliar deceased (according to the laws and Customs of Hindoo Natives of India being Hindoo Inhabitants of Madras) puts in their place Townes Piney their attorney against Teroo-Mylapoor Appausawmy Moodelliar being also an Hindoo Inhabitant of Madras - in a Plea of Trespass on the case -

Fort St George Madras - } The said Teroo-Mylapoor Appausawmy Moodelliar puts in his place William Light his attorney at the suit of the said Streeperoom-badoor Vadachella Moodelliar, Teagaroy Moodelliar and Annasawmy Moodelliar sons and personal Representatives of Streeperoombadoore Ponnambala Moodelliar deceased in the Plea aforesaid -

Fort St George Madras - } Be it remembered that in the Vacation after the Fourth Term in the Year one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Streeperoombadoor Vadachella Moodelliar, Teagaroy Moodelliar and Annasawmy

Moodeliar, sons and personal representatives of Streeperoombadore Pommambala Moodeliar deceased (according to the Laws and Customs of Hindoo Natives of India being Hindoo Inhabitants of Madras) by Townes Disney his attorney, and brought into the said Court then here their certain Plaint against Feroo Mylapoor Appauswamy Moodeliar being also an Hindoo Inhabitant of Madras and as such liable to the jurisdiction of this Hon^ble Court in a Plea of Trespass on the case - and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - to wit - Fort St. George

Plaint in assumpsit filed the 13th Dec^r 1804 -

Madras ss Streeperoombadoor Vadachella Moodeliar Teagaroy Moodeliar and Annasawmy Moodeliar Sons and personal representatives of Streeperoombadore Pommambala Moodeliar deceased according to the Laws and Customs of Hindoo Natives of India being Hindoo Inhabitants of Madras by their Attorney Townes Disney Complain of Feroo Mylapoor Appauswamy Moodeliar being also an Hindoo Inhabitant of Madras and as such liable to the jurisdiction of this Hon^ble Court - For that whereas the said Feroo Mylapoor Appauswamy Moodeliar and Mila Sadasheven Codylingum Mootucomarapa Moodeliar and Viswanada respectively deceased in the life time of the said Mila Sadasheven codylingum, Mootu Comarapa Moodeliar and Viswanada heretofore to wit on the Twentieth day of September in the year one thousand seven hundred and ninety four, at

Madras

Madras aforesaid were indebted to the said Streeperoombadoor Ponnambala Moodelliar deceased in the sum of one thousand and two hundred Star Pagodas Current Money of Madras for so much Money by the said Streeperoombadoor Ponnambala Moodelliar in his life time before that time lent and advanced to the said Teroo Mylapoor Appauvaumy Moodelliar and Mila Sadasheven Cadylingum Mootucomaraja Moodelliar and Visvanauda in the life time of the said Mila Sadasheven Cadylingum Mootucomaraja Moodelliar and Visvanauda at their Special instance and Request - and being so indebted the said Teroo Mylapoor Appauvaumy Moodelliar and Mila Sadasheven, Cadylingum Mootucomaraja Moodelliar and Visvanauda in the life time of the said Mila Sadasheven Cadylingum Mootucomaraja Moodelliar and Visvanauda in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Streeperombadore Ponnambala Moodelliar in his life time to pay him the aforementioned Sum of Money when they should be thereunto afterwards requested Nevertheless the said Teroo Mylapoor Appauvaumy Moodelliar and the said Mila Sadasheven Cadylingum Mootucomaraja Moodelliar and Visvanauda in the life time of the said Mila Sadasheven Cadylingum Mootucomaraja

Moodelliar and Visvanauda and the said Tero Mylapoor
Appauswamy Moodelliar since their decease Contriving and
fraudulently intending to deceive and defraud the said Streepe
roombadore Poonambala Moodelliar in his life time and
the said Streeperoombadore Vadachella Moodelliar Teagaray
Moodelliar and Annauswamy Moodelliar personal Representatives
aforesaid Since his decease have not nor hath any or
either of them Yet paid to the said Streeperoombadore
Poonambala Moodelliar in his life time, nor to the
said Streeperoombadore Vadachella Moodelliar Teagaray
Moodelliar and Annauswamy Moodelliar personal Representatives as
aforesaid since his decease the said Sum of Money or any
part thereof although often respectively requested so to do -
but have therein wholly failed and Made default and
have refused and the said Tero Mylapoor Appauswamy
Moodelliar still doth refuse to pay the same or any part
thereof to the said Streeperoombadore Vadachella Moodelliar
Teagaray Moodelliar and Annauswamy Moodelliar as
such personal Representatives aforesaid. And
Whereas also the said Tero Mylapoor Appauswamy
Moodelliar afterwards to wit on the same day and
year aforesaid at Madras aforesaid was indebted to
the said Streeperoombadore Poonambala Moodelliar deceased
in his life time in other Sum of one thousand and two
hundred

hundred Star Pagodas, Current Money of Madras aforesaid
for so much Money by the said Streeperoombadore Ponnambala
Moodelliar in his life time before that time lent and advanced
to the said Tereo Mylapoor Appauswamy Moodelliar, and at
his Speciall instance and request - and being so indebted
the said Tereo Mylapoor Appauswamy Moodelliar in
Consideration thereof afterwards to wit the same day and
Year aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Streeperoombadore Ponnambala
Moodelliar in his life time to pay him the aforementioned
Sum of Money when he should be thereunto afterwards requested -
And whereas also the said Tereo Mylapoor Appau-
=swamy Moodelliar afterwards to wit on the same day
and Year aforesaid at Madras aforesaid was indebted
to the said Streeperoombadore Ponnambala Moodelliar deceased
in other Sum of one thousand and two hundred Star Pagodas
Current Money of Madras aforesaid, for so much money
by the said Streeperoombadore Ponnambala Moodelliar in
his life time, before that time paid laid out and
expended to and for the use of the said Tereo Mylapoor
Appauswamy Moodelliar, and at his Speciall instance and
request - And being so indebted the said Tereo Myla-
=poor Appauswamy Moodelliar afterwards to wit

on the same day and year aforesaid at Madras aforesaid in Consideration thereof took upon himself and then and there faithfully promised the said Streeperoombadore Ponnambala Moodelliar in his lifetime to pay him the aforementioned Sum of Money when he should be thereunto afterwards requested - And Whereas also the said Terao Mylapoor Appauswamy Moodelliar afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Streeperoombadore Ponnambala Moodelliar deceased in other sum of one thousand and two Hundred Star Pagodas Current Money of Madras aforesaid for so much money by the said Terao Mylapoor Appauswamy Moodelliar before that time had and received to and for the use of the said Streeperoombadore Ponnambala Moodelliar in his life time - And being so indebted he the said Terao Mylapoor Appauswamy Moodelliar in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Streeperoombadore Ponnambala Moodelliar in his life time to pay him the aforementioned Sum of Money when he the said Terao Mylapoor Appauswamy Moodelliar should be thereunto afterwards requested - And

whereas

Fourth Term 1804 -

Whereas also the said Teroo Mylapoor Appasawmy Moodelliar afterwards to wit on the day and year last Mentioned at Madras aforesaid accounted with the said Streeperoombadore Ponnambala Moodelliar deceased in his lifetime of and Concerning divers Sums of Money from the said Teroo Mylapoor Appasawmy Moodelliar to the said Streeperoom= =badore Ponnambala Moodelliar before that time due and Owing and then and there in arrear and unpaid, and upon that account the said Teroo Mylapoor Appasawmy Moodelliar was then and there found in arrear to the said Streeperoombadore Ponnambala Moodelliar deceased in the Sum of one thousand and two hundred Star Pagodas of like lawful Money aforesaid - and being so found in arrear the said Teroo Mylapoor Appasawmy Moodelliar in Consideration thereof afterwards to wit on the day and year last Mentioned at Madras aforesaid - undertook and then and there faithfully promised the said Streeperoombadore Ponnambala Moodelliar in his life time that he the said Teroo Mylapoor Appasawmy Moodelliar would well and truly pay and Satisfy to the said Streeperoombadore Ponnambala Moodelliar the said Sum of one thousand and two hundred Star Pagodas last Mentioned, when he should be thereunto

afterwards

afterwards requested - Yet the said Teroo mylapa
Moodelliar in no wise regarding the several pro
Undertakings in form aforesaid made, but contra
fraudulently intending craftily and subtilly to deceive
defraud the said Streeperoombadore Ponnambala Mood
in his lifetime, and the said Streeperoombadore Vada
Moodelliar Teagaray Moodelliar and Annausawmy Moodelliar
personal Representatives as aforesaid since the death of the
said Streeperoombadore Ponnambala Moodelliar in this behalf
hath not yet paid the said Several sums of Money or any part
thereof to the said Streeperoombadore Ponnambala Moodelliar
in his life time nor to the said Streeperoombadore Vadachella
Moodelliar Teagaray Moodelliar and Annausawmy Moodelliar
personal Representatives as aforesaid, or to either of them
since his decease although often requested, but to
pay the same or any part thereof to the said Streeperoombadore
Ponnambala Moodelliar deceased in his life time or to the
said Streeperoombadore Vadachella Moodelliar Teagaray
Moodelliar and Annausawmy Moodelliar, or either of them
as personal Representatives as aforesaid since his decease
the said Teroo Mylapoor Appauasawmy Moodelliar hath
wholly refused and still doth refuse to the said
Streeperoombadore Vadachella Moodelliar, Teagaray
Moodelliar and Annausawmy Moodelliar personal
Representatives

presentations as aforesaid their damage of three thousand
Star Pagodas and therefore they bring their Suit &c

And the said Tiroo Mylapoor Appasawmy Moodelliar
by William Light his attorney comes and Defends the wrong
and injury when and so forth - And Says Nothing in bar or
preclusion of the said action of the said Streeperoombadoor
Vadachella Moodelliar, Teagaray Moodelliar and Annaswamy
Moodelliar, by which the said Streeperoombadoor
Vadachella Moodelliar, Teagaray Moodelliar and Annaswamy
Moodelliar remain therein undefended against the said
Tiroo Mylapoor Appasawmy Moodelliar Nor but they
the said Streeperoombadoor Vadachella Moodelliar, Teagaray
Moodelliar and Annaswamy Moodelliar have sustained
Damages to the amount of Two thousand six hundred
and eighty Star Pagodas and Eighteen Fanams and
also the Sum of Sixty two Star Pagodas and thirty
Six Fanams for their Costs and Charges by them
about their Suit in this behalf Expended - and thereupon
the said Streeperoombadoor Vadachella Moodelliar
Teagaray Moodelliar and Annaswamy Moodelliar pray
Judgment and their damages so acknowledged together
with their Costs and Charges by them about their
Suit in this behalf Expended to be adjudged to them
&c Therefore it is Considered that the said
Streeperoombadoor Vadachella Moodelliar Teagaray

Judgment
signed for the Plaintiffs
the 24. Jany 1805

Moodelliar and Sunaasawmy Moodelliar do recover ag
said Tereo Mylapoor Appasawmy Moodelliar their
aforesaid to Two thousand six hundred and Eighty
Pagodas and Eighteen Fanams, in form aforesaid acla
and also the Sum of Sixty two Star Pagodas and thir
six Fanams for their said Costs and Charges by the Cou
here adjudged to the said Streeperoombadoor Vadachella
Moodelliar Tagaray Moodelliar and Sunaasawmy Moodelliar
and with their afsents which said damages Costs and
Charges in the whole amounts to Two thousand seven
hundred and forty three Pagodas and ten Fanams,
And the said Tereo Mylapoor Appasawmy Moodelliar
in Mercy &c

mercy