1075

Supreme Court

First Term 1805

Record of Judgments

Roll 3d

69

Pleas each with thereto



in the said last mentioned Bill of Exchange according to the
tenor and Effect of the said last Mentioned Bill of Exchange
and of their said acceptance thereof and of the said Several
indorsements so Made thereon as aforesaid and being so
liable they the said John Thomas and Luke in
Consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid mar-
-took and then and there faithfully promised the said
William to pay him the said Sum of Money Specified
in the said last Mentioned Bill of Exchange according
to the tenor and Effect of the said last Mentioned
Bill of Exchange of their said acceptance thereof and
of the said Several indorsements so Made thereon
as aforesaid - And the said William avers that
the second and third of the same tenor and date
Mentioned in the said Bill of Exchange in this Count
above Set forth are and each of them is wholly unpaid
to wit at Madras - And Whereas the said
William afterwards to wit on the said Sixteenth day of
April in the year of our Lord one thousand eight
hundred and four aforesaid at Calcutta aforesaid

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 John, Thomas and Luke (by their Names Style and Firm aforesaid and by the addition of Messrs Branson, Jones and Reddy Madras) By which last mentioned Bill of Exchange the said William requested the said John, Thomas and Luke at one Month after sights of that his first of Exchange (second and third of the same tenor and date not being paid) to pay to the said James Torry (by the Name and Addition of Captn Jas Torry) or Order the Sum of Eight hundred Star Pagodas for Value received and to place the same to the account of the said William - and the said William then and there delivered the said last mentioned Bill of Exchange to the said James Torry - and the said William avers that although the said John, Thomas and Luke afterwards to wit, on the second day of May in the year one thousand eight hundred and four at Madras aforesaid and upon sight thereof accepted the said last mentioned Bill of Exchange according to the said Usage and Custom of Merchants - and although afterwards and

and Expiration of the said one Month Specified
and appointed in and by the said Bill of Exchange
last Mentioned and which had elapsed after the
said Sight and acceptance of the last mentioned Bill
of Exchange to wit on the fifth day of June in the year
aforesaid at Madras aforesaid the said last Mentioned Bill
of Exchange was presented and Shewn to the said John
Thomas and Luke for Payment of the Money therein Specified
according to the said Usage and Custom of Merchants and
according to the tenor and Effect of the said last Mentioned
Bill of Exchange and the aforesaid acceptance thereof
by the said John, Thomas and Luke, Yet the said William
in fact further Saith that the said John, Thomas and
Luke did not nor did any or either of them at the said
time when the said last Mentioned Bill of Exchange
was so Shewn and presented to them as aforesaid or at
any other time whatsoever pay the said Sum of Money
Mentioned in the said last Mentioned Bill of Exchange
or any part thereof according to the tenor and Effect of
the said last Mentioned Bill of Exchange and of
their aforesaid acceptance thereof but therein wholly
failed and made default and refused and neglected

Last Mentioned Bill of Exchange was afterwards to wit on the
day and year last aforesaid at Madras aforesaid and
according to the Custom of Merchants in that respect Returned
to the said William - and the said William was then and
there Called upon for and was forced and obliged to pay
and did actually pay the said Sum of Money Specified
in the said Last Mentioned Bill of Exchange whereof
the said John, Thomas and Luke then and there had
Notice - By reason of which said several Premises
and by force of the said Custom and Law of Merchants
the said John, Thomas and Luke became liable to pay
to the said William the said Sum of Money in the
said Last Mentioned Bill of Exchange Specified
when they the said John Thomas and Luke should
be thereto afterwards requested - And being
so liable they the said John, 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
William to pay him the said Sum of Money Specified in
the said Last mentioned Bill of Exchange when they the
said John, Thomas and Luke should be there to afterwards
requested, And the said William also saith and will
aver that the second and third of the

and date mentioned in the Bill of Exchange in this Count
above Setforth are and each of them is wholly unpaid to
visit at Madras - And Whereas the said John, Thomas
and Luke afterwards to wit on the Sixth day of October
in the Year of our Lord one thousand eight Hundred and
four aforesaid at Madras aforesaid were indebted to the
said William in the Sum of two thousand Star Pagodas
of the Current Money of Madras, for Money by the said
William before that time lent and advanced to the said
John, Thomas and Luke and at their Special instance
and Request - And being so indebted they the said John
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 William to pay him the said last mentioned
Sum of Money when they the said John Thomas and Luke
should be thereto afterwards requested - And Whereas
the said John, Thomas and Luke afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid were indebted to the said William in the further
Sum of Two Thousand Star Pagodas of the like Current
Money of Madras for Money by the said William before
that time laid out Expended and paid for the said
John Thomas and Luke and at their like Special

said John, 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 William to pay him the said last mentioned Sum of Money when they the said John, Thomas and Luke should be there to afterwards Requested - And Whereas also the said John, Thomas and Luke afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said William in the further Sum of Two thousand Star Pagodas of the like Current Money of Madras for Money by the said John, Thomas and Luke before that time had and received to the use of the said William - And being so indebted they the said John, 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 William to pay him the said last mentioned Sum of Money when they the said John, Thomas and Luke should be thereto afterwards Requested - And Whereas the said John, Thomas and Luke afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said William of and Concerning divers other Sums of Money before

due and owing from the said John, Thomas and Luke to the said William and then being in arrear and unpaid and upon that accounting to the said John, Thomas and Luke were then and there found to be in arrear and indebted to the said William in the further sum of Two Thousand Star Pagodas of the like Current Money of Madras and being so found in arrear and indebted the said John, 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 to the said William to pay him the said last mentioned sum of Money when they the said John, Thomas and Luke should be thereto afterwards requested - Yet the said John, Thomas and Luke 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 William 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 (although so to do the said John, Thomas and Luke were requested by the said William 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 the said John Thomas and Luke Lane and each of them hath hitherto wholly refused and still do and each of them doth refuse To the

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damage of the said William of Two Thousand Star Pagodes - and therefore he brings his Suit &c

imparlance

And afterwards, that is to say, on the Twenty eighth day of November in the Year of our Lord one thousand eight hundred and four to wit in the Vacation after the same Fourth Term - in the same Year - until which day the said John Branson, Thomas Jones and Luke Reddy had Leave to imparl to the said Plaint and then to answer the same came as well the said William Leonard, by his attorney, as the said John Branson, Thomas Jones and Luke Reddy by their

Plea filed the 28th November 1804

attorney - And the said John Branson, Thomas Jones and Luke Reddy defend the wrong and Injury. when &c and say that they did not undertake or promise in manner and form as the said William Leonard hath above thereof complained against them and of this they put themselves upon the Country -

Replication filed the 16th January 1805. & Issue Joined

And the said William Leonard doth the like -

Whereupon a day is given to the Parties aforesaid to come before the Court here in this First Term in the year of our Lord one thousand eight hundred and five for the Trial of the Issue joined between them -

Plea Withdrawn & Cognovit filed 8th March 1805.

At which day before the Justices of this Majesty's Court here as well the said William by his said Attorney doth as the said John Thomas and Luke by their attornies aforesaid &c. come and thereupon the said John Thomas and Luke by their said

Their said Plea by them above pleaded - Say that they
Cannot deny the said action of the said William nor but
that they did undertake and promise in manner and form as the
said William hath above thereof complained against them
nor but that the said William hath sustained damage on occasion
of the not performing the said Several promises and undertakings
in the said Plaint mentioned to the Sum of Pagodas
Eight hundred and Sixty four (parcel of the said Sum
of Pagodas Two thousand which is by the said Plaint
above supposed) over and above his Costs and Charges
by him about his Suit in this behalf Expended -
And upon this the said William alleging to have
sustained such damage as by the said John Thomas
and Luke is above Confessed and freely here in Court
remitting to the said John Thomas and Luke the sum
of Pagodas one thousand one hundred and thirty six
(residue of the said supposed Sum of Pagodas Two
thousand) prays Judgment and his damages so
as aforesaid acknowledged together with his Costs
and Charges by him about his Suit in this
behalf Expended to be adjudged to him &c

Judgment signed the
2d March 1805 for
the Plaintiff

The Justices of His Majesty's

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Court here having Examined and Considered the premises do therefore adjudge that the said William do recover against the said John Thomas and Luke his damages aforesaid to the said Sum of Pagodas Eight Hundred and Sixty four in form aforesaid acknowledged and also One Hundred and ten and two fanams for his said Costs and Charges by the Court here awarded and Ordered to be paid by the said John Thomas and Luke to the said William, and with his assent which damages, Costs and Charges amount to Pagodas Nine Hundred and Seventy four and two fanams — mercy and the said John, Thomas and Luke in mercy &c.

And thereupon the said William Leard by Samuel L. Neale 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 Houses, Lands, debts and other Effects which belong to the said John, Thomas and Luke the Sum of Nine Hundred and Seventy four Pagodas and two fanams — and Writs of Execution issued on the 7th day of March 1805 here on the 20th day of March Instant —

Pleas before the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sulivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and five.

Fort St. George Madras } Coonjaula Namby Chittyar puts in his place Townes Disney his attorney against Baully Chitty in a Plea of Trespass on the Case.

Fort St. George Madras } The said Baully Chitty in his person at the suit of the said Coonjaula Namby Chittyar in the Plea aforesaid.

Fort St. George Madras } Be it remembered that in 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 Coonjaula Namby Chittyar by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Baully Chitty in a Plea of Trespass on the case - and there are Pledges for Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St. George Madras ss Coonjaula Namby Chittyar of Madras Inhabitant by Townes Disney his attorney complains of Baully Chitty, being also an Inhabitant of Madras and as such a person Subject to

Plaint in assumpsit filed 31st March 1803

the said Baully Chitty Seriebofore to wit on the Ninth day of May in the Year one thousand Seven hundred and ninety seven 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 Coonjaula Namby chittyar, by which said Note, he the said Baully Chitty acknowledged to have borrowed and received of the said Coonjaula Namby Chittyar the Sum of one hundred and forty two star pagodas and thirty six fanams Current money of Madras, which sum the said Baully Chitty did thereby engage to repay to the said Coonjaula Namby Chittyar on demand 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 Baully Chitty became liable to pay to the said Coonjaula Namby Chittyar, 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 Baully Chitty in Consideration thereof afterwards to wit on the same day and Year aforesaid undertook and then and there faithfully promised the said Coonjaula Namby Chittyar to pay him the said Sum of money last Mentioned

to the tenor and effect of the said Note - And Whereas
the said Bauly Chitty afterwards to wit on the same day
and year last aforesaid at Madras aforesaid was indebted
to the said Coonjaula Namby Chittyar in other one hundred
and forty two Star Pagodas, and thirty six Fanams Current
Money aforesaid for Money by the said Coonjaula Namby
Chittyar before that time lent and advanced to the said
Bauly Chitty and at his special instance and request
and being so indebted, he the said Bauly 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 Coonjaula
Namby Chittyar to pay him the said last mentioned
sum of Money when he should be thereunto afterwards
requested - And whereas also the said Bauly
Chitty afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was indebted
unto the said Coonjaula Namby Chittyar in other
one hundred and forty two Star Pagodas, and
thirty six Fanams, of like lawful Money of Madras
for Money by the said Bauly Chitty before that time
Lid and received to the use of the said Coonjaula

Namby Chittyar and being so indebted, he the said
Baily 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 Coonjaula Namby Chittyar, to pay him the said last
Mentioned sum of Money, when he should be thereunto
afterwards requested - And Whereas also the said
Baily Chitty afterwards to wit on the day and year last
Mentioned at Madras aforesaid accounted with the said
Coonjaula Namby Chittyar of and Concerning divers Sums
of Money from the said Baily Chitty to the said Coonjaula Namby
Chittyar before that time due and Owing, and then and
there in arrear and unpaid and upon that account the
said Baily Chitty was then and there found in arrear
to the said Coonjaula Namby Chittyar in the Sum of one
Hundred and forty two Star Pagodas and thirty six
Fanams of like lawful Money aforesaid, and being so
found in arrear the said Baily Chitty in Consideration
thereof afterwards to wit on the day and year last
aforesaid at Madras aforesaid, took upon himself
and then and there faithfully promised the said Coonjaula
Namby Chittyar, that he the said Baily Chitty would
well and truly pay and Satisfy to the said Coonjaula

Namby Chittyar the said Sum of one Hundred and Forty two Star Pagodas and thirty six Fanams last Mentioned, when he should be thereunto afterwards Requested — yet the said Bauly Chitty not Regarding his said Several promises and undertakings aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Coonjaula Namby Chittyar in this particular, hath not yet paid the said several sums of Money or any part thereof to the said Coonjaula Namby Chittyar, although he the said Bauly Chitty afterwards to wit on the same day and year last aforesaid, and often after, to wit, at Madras aforesaid, by the said Coonjaula Namby Chittyar was Requested, but to pay the same to him, he the said Bauly Chitty hath hitherto wholly Refused and Still doth Refuse to the said Coonjaula Namby Chittyar his damage of Three Hundred Star Pagodas and therefore he brings his Suit &c to forth —

And Now on this day, that is to say on the Seventh day of February in this First Term in the Year one thousand eight Hundred and five, to which day was given as well to the said Coonjaula Namby Chittyar as to the said Bauly Chitty — And the said Bauly Chitty says Nothing in bar or prechision of the said action of the said Coonjaula Namby Chittyar by which he the said Coonjaula Namby Chittyar hath undefended against the

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said Baully Chitty for which the said Coonjula Namby Chittyar ought to recover his damages by occasion of the premises - And afterwards to wit on the Fourteenth

Tried Exparte

day of the said Month of February in the Term last aforesaid the said Court having deligently inquired what damages the said Coonjula Namby Chittyar 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 Coonjula Namby Chittyar hath sustained damages by Occasion of the premises over and above his Costs and Charges to Two hundred and forty one Star Pagodas and thirty five fanams and for those Costs and Charges to one hundred and Eighty three Pagodas and fifteen fanams -

Judgment signed for the Plaintiff the 11th day of march 1805 -

Therefore it is Considered by the Court here that the said Coonjula Namby Chittyar recover against the said Baully Chitty his damages and Costs aforesaid by the Court aforesaid found and adjudged. which damages in the Whole amount to the Sum of Four hundred and Twenty five Star Pagodas and Seven fanams - And

mercy

the said Baully Chitty in mercy &c.

And thereupon the

Coonjaula Namby Chitty by Towne Disney his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madrasspatnam to Cause him to levy and make of the Houses, Lands, and Other Effects which belong to the said Bauly Chitty the Sum of four Hundred and Twenty five Pagodas and Seven Fanams — and it is granted unto him returnable here on the thirtieth day of March instant —

Writ of Execution issued the 11th March 1805

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Pleas before the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knights, Puisne Justices 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 five -

Fort St. George Madras ... } John Doe on the several Demises of Dillaylur Jung and Sydapettah Vencatanarasoo Chitty puts in his place Emanuel Samuel his Attorney against Laldee Begum, Missre Begum, Abdool Rajah Khan Bauthoor Shah Begum, alias Alumkee Begum, Karahmus Nifsah Begum, Ahumeedee Begum, Khandoo Meyah Keelejah Begum and Mostoo Comaroo Naick in a Plea of Trespass and Ejectment -

Fort St. George Madras ... } The said Laldee Begum, Missre Begum, Abdool Rajah Khan Bauthoor Shah Begum, alias Alumkee Begum, Karahmus Nifsah Begum, Ahumeedee Begum, Khandoo Meyah Keelejah Begum and Mostoo Comaroo Naick puts in their place Charles Walters their Attorney at the suits of the said John Doe in the Plea aforesaid -

Fort St. George Madras ... } Be it remembered that on the Twenty fifth day of October as of the Fourth Term in the Year of this

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one thousand eight hundred and three - before the said 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 Laldee Begum Mirza Begum. Abdool Rajah Khan Bauthoor Shah Begum, alias Humkee Begum, Karahmut Nisah Begum, Shumeedee Begum, Khandoo Meyah, Keelejah Begum and Mootoo Comaroo Naick 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 - Madras to wit John Doe by Emanuel Samuel his Attorney Complains of Laldee Begum, Mirza Begum (the Widow and personal Representative of Khanjah Khan deceased) Abdool Rajah Khan Bauthoor Shah Begum alias Humkee Begum Karahmut Nisah Begum Shumeedee Begum, Khandoo Meyah, Keelejah Begum and Mootoo Comaroo Naick Inhabitants of Madras and as such Persons Subject to the Jurisdiction of this Honble Court of a Plea - For that whereas Dillayhur 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

Plaint in Trespass & Ejectment filed 21st December 1804-

twenty Godowns ten Stables twenty Kitchens twenty Carriage houses ten Work Shops ten Gardens and five Cawnies of waste Ground with the appurtenances situate lying and being in the Village of St. 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 Laldee Begum Misere Begum (the widow and personal representative of Khanjah Khan deceased) Abdool Rajah Khan Bauthoor Shah Begum alias Hamikee Begum Kharahmus Nisah Begum Khumeedee Begum Khandoo Meyah Keeteejah 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 Dillayhur 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

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that whereas Sydanpettah Vencatanarsoo Chitty on the fifth day of September in the year of christ one thousand eight hundred and three 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 twenty other Messuages twenty other dwelling Houses twenty other out Houses twenty other Godowns ten other Stables twenty other Kitchens twenty other Carriage Houses ten other Work Shops ten other Gardens and nine other Cawnies of waste Ground with the appurtenance situate lying and being in the aforesaid Village of St 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 last aforesaid for and during and until the full end and term of Nine years from thence next ensuing and fully to be Complete and ended By Virtue of which said last Mentioned Demise the said John Doe entered into the Premises last aforesaid with the appurtenances and was possessed thereof until the said Laddee Begum Missere Begum (the Widow and personal Representatives of Khanjah Elkan deceased) Abdool Rajak

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Khan Bauthoor Shah Begum alias Alamkee Begum Karahmut
Nisah Begum Shumeedee Begum Khandoo Meyah Heerejah
Begum and Mootoo Comaroo 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 Sydanpettah Vencatanarsoo 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
Lord the now King &c To the Damage of the said
John Doe of Five Hundred Star Pagodas — and
therefore he brings his Suit &c

imparlance

And afterward, that is to say, in the
Vacation after the said Fourth Term, that is to say, on the
Twenty Fourth day of the said Month of December until
which day the said Laldee Begum, Missire Begum Abdul
Rajah Khan Bauthoor shah Begum alias allamkee
Begum Karahmut Nisah Begum Shumedee Begum
Khandoo Meyah Heerejah Begum and Mootoo
Comaroo Naick had leave to impark to the said
Plaints and then to answer the same came as well
the said John Doe by his said attorney, as the said

Begum Missre Begum Abdul Rajah Khan Bauthoor
Shah Begum alias allamkee Begum Karahmut Nisah
Begum Ahumedee Begum Khandoo Meyah Keeteejah
Begum and Mootoo Comoroo Naick — and the said
Laldee Begum Missre Begum Abdul Rajah Khan
Bauthoor Shah Begum alias allamkee Begum Karah
mut Nisah Begum Ahumedee Begum Khandoo Meyah
Keeteejah Begum and Mootoo Comoroo Naick — 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 —

Issue Joined

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 until which day was given as well to the
said John Doe as to the said Laldee Begum Missre
Begum Abdal Rajah Khan Bauthoor Shah Begum
alias allamkee Begum Karahmut Nisah Begum,
Ahumedee Begum Khandoo Meyah Keeteejah Begum
and Mootoo Comoroo Naick to inform the Court here
of the premises come the said Laldee Begum Missre
Begum Abdul Rajah Khan Bauthoor Shah Begum

Plea filed 24th December 1803 —

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alias Allamlee Begum Karahmut Nisah. Begum Ahumedee Begum Khandoo Meyah Keeteejah Begum and Mootoo Comaroo Naick by their said attornies and the said John Doe altho Solemnly called came not - And it appearing to the said Court here that the said John Doe hath neglected to bring the issue above joined to be tried according to the Course and practice of the said Court therefore and provided - It is considered by the said Court here that the said John Doe 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 Laldee Begum Misire Begum Abdul Rajah Khan Bauthoor Shah Begum alias Allamlee Begum Karahmut Nisah Begum, Ahumedee Begum Khandoo Meyah Keeteejah Begum and Mootoo Comaroo Naick Recover against the said John Doe one Hundred and thirty six Pagodas and thirty Fanams for their Costs and Charges by them about their defence in this behalf sustained adjudged by the Court here to the said Laldee Begum Misere Begum Abdul Rajah Khan Bauthoor Shah Begum

Judgment as in case of a Nonsuit signed for the Defendant the 15th March 1805

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Read before 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 first Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Robert Woolf puts in his place Charles Walters his attorney against Venkatasoobiah Brahmin in a Plea of Debt upon a warrant of attorney to confess Judgment -

Fort St. George Madras } The said Venkatasoobiah Brahmin puts in his place James Sutherland his attorney at the Suit of the said Robert Woolf 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 five before the said Supreme Court of Judicature at Madras came Robert Woolf by Charles Walters his attorney and brought into the said Court then there his certain Plaint against Venkatasoobiah Brahmin in a Plea of Debt upon a warrant of attorney to confess Judgment, which said Plaint follows in these words to wit Robert Woolf by Charles Walters his attorney Complains of Venkatasoobiah Brahmin 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 Robert Woolf Two Thousand five hundred and fifty Star Pagodas Current Money of Madras which he owes to and unjustly detains

Plaint filed 5th February 1805

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Sum— For that whereas the said Vencata Soobiah Brameny heretofore to wit on the fifth day of December in the Year one thousand seven hundred and ninety five by his Certain writing obligatory sealed with the Seal of him the said Vencata Soobiah Brameny 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 Robert Woolf in the Sum of Two thousand five hundred and fifty Star Pagodas aforesaid to be paid to the said Robert Woolf when he the said Vencata Soobiah Brameny should be thereto afterwards Requested Yet the said Vencata Soobiah Brameny altho' often requested hath not paid the said Sum of Two thousand five hundred and fifty Star Pagodas above demanded or any part thereof to the said Robert Woolf but to pay the same or any part thereof to the said Robert Woolf he the said Vencata Soobiah Brameny hath wholly refused and still doth refuse to the damage of the said Robert Woolf of Two hundred Star Pagodas and therefore he brings Suit—

And the said Vencata Soobiah Brameny by James Sutherland his attorney comes and defends the wrong and injury when &c and the said Robert Woolf prays that the said Vencata Soobiah Brameny may answer to his Declaration whereupon the said attorney of the said Vencata Soobiah Brameny says that he is not informed by the said Vencata Soobiah Brameny of any answer to be given for the said Vencata Soobiah Brameny of

Plea filed 5th Febry 1805

No 1—

to the said Robert Woolf in the premises nor does he say any thing else in bar or preclusion of the said action of the said Robert Woolf by reason whereof the said Robert Woolf remains thereon undefended against the said Venceta Soobiah Braminy Therefore it is Considered that the said Robert Woolf do Recover against the said Venceta Soobiah Braminy his said Debt and also thirty Seven Pagodas and Thirty Six fanams for his damages which he hath sustained as well by occasion of the detaining of the said Debt as for his Costs and Charges by him about his Suit in this behalf Expended by the Court now here adjudged to the said Robert Woolf by his attorney - and the said Venceta Soobiah Braminy in Mercy &c

Judgment signed for the Plaintiff the 5th day of July 1805 -

mercy

First Term 1805.

Pleas before the Hon^ble Sir Henry Gwillim Knight and the Hon^ble Sir Benjamin Sulivan Knight Puisne Justices 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 five -

Fort St George Madras } John Wright, Thomas Hurst and John Branson put in their place Charles Walters their attorney against James Cathcart in a Plea of Debt -

Fort St George Madras } The said James Cathcart in person 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 on the thirty first day of August in the Vacation after the third Term in the year of our Lord one thousand eight hundred and two before the said 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 there their certain Plaint against James Cathcart 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.

Plaint in Debt filed 31st August 1802 -

Madras John Wright, Thomas Hurst and John Branson by Charles Walters their attorney Complain of James Cathcart being a British Subject and as such liable to the Jurisdiction of this Honorable

of a Plea that he render to them one thousand three hundred and five
ten Pagodas and Twenty Fanams Current Money of Madras which
he owes to and unjustly detains from them. For that whereas the
said James Cathcart heretofore to wit on the Thirty first day
of December in the Year of our Lord one thousand seven hundred
and ninety eight at Saint Thomas Mount to wit at Fort Saint
George Madras aforesaid by his Certain Writing obligatory sealed
with the Seal of him the said James Cathcart and to the Court
here now Shewn the date whereof is the same day and year aforesaid
acknowledged himself to be held and firmly bound unto the
said John Wright, Thomas Hurst and John Branson in the sum
of one thousand three hundred and five Pagodas and Twenty Fanams to
be paid to the said John Wright Thomas Hurst and John Branson
when he the said James Cathcart should be thereto afterwards requested
Yet the said James Cathcart (although often requested) hath not yet
paid the said sum of one thousand three hundred and five Pagodas and
twenty fanams above demanded or any part thereof to the said
John Wright, Thomas Hurst and John Branson but to pay the
same or any part thereof to the said John Wright Thomas Hurst
and John Branson he the said James Cathcart hath wholly
refused and still doth refuse to the damage of the said John
Wright Thomas Hurst and John Branson of one hundred Star
Pagodas and therefore they bring suit—

And Now in this First Term in the year of our
Lord one thousand eight hundred and five that is to say on the fifth
day of February to which day was given as well to the said John
Wright Thomas Hurst and John Branson as to the said James

Wright Thomas Hurst and John Branson by their Attorney aforesaid
and the said James Cathcart although solemnly demanded came
not nor did he say any thing in bar or preclusion and so
forth - 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 Plaintiffs say that the said Writing
Obligatory in the said Declaration Mentioned is the Deed of
him the said James Cathcart in Manner and form as the said
John Wright, Thomas Hurst and John Branson, have above
thereof Complained against him - and do adjudge that the
said John Wright, Thomas Hurst and John Branson do recover
against the said James Cathcart their said Debt and also
one hundred and twenty one Pagodas and thirty five Fanams
for their damages which they have sustained as well by
occasion of detaining the said Debt as for their Costs
and Charges by them about their Suit in that behalf
Expended - and the said James Cathcart in Mercy &c

Judgment signed for the Plaintiffs the 21st day of February 1805

Mercy

And hereupon the said John Wright, Thomas
Hurst and John Branson by Charles Walters and James Sutherland
their Attorneys pray 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 James
Cathcart in Satisfaction of their Debt and Damages

Commitment issued 21st of February 1805 -

No 2

and

and it is granted unto them returnable here on the Second
day of March next —

First Term 1805

Pleas before 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 First Term in the Year of our Lord one thousand eight hundred and five -

Madras to wit Tanneercolam Soobbaroya Moodelliar puts in his place Emanuel Samuel and Daniel Neale his attornies against Collatore Varadapan in a Plea of Trespass on the Case -

Madras to wit The said Collatore Varadappan puts in his place Walters and Sutherland his attornies at the Suit of the said Tanneercolam Soobbaroya Moodelliar in the Plea aforesaid -

Madras to wit Be it Remembered that in the Vacation after Third Term in the Year of Christ one thousand eight hundred and four - before the said Supreme Court of Judicature at Madras came Tanneercolam Soobbaroya Moodelliar by Emanuel Samuel and Daniel Neale his attornies and brought into the said Court then there his certain Plaint against Collatore Varadappan 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 Tanneercolam Soobbaroya Moodelliar of Madras Inhabitant by Emanuel Samuel and Daniel Neale his attornies Complains of Collatore Varadappan a Native Inhabitant of Madras and as such a person Subject to the jurisdiction of this Honorable Court - For that whereas the said Varadappan on the fifth day of November in the Year of Christ one thousand eight hundred and three to wit at Madras made his certain Instrument in writ-

Plaint in Assumpsit filed 8th August 1807.

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 Soobbaroya by which said Instrument in writing the said Varadappan acknowledged that on the day of the date of the said in consequence of his urgent Occasion borrowed and Received of the said Soobbaroya the Sum of Four Hundred Star Pagodas Current Money of Madras and did thereby engage to repay to the said Soobbaroya the same sum 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 Varadappan become liable to pay to the said Soobbaroya the said Sum of Money in the said Instrument in writing Specified and Interest thereon as therein Mentioned when he the said Varadappan should be thereto afterwards requested And being so liable he the said Varadappan in Consideration thereof on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Soobbaroya to pay him the said Sum of Money in the said Instrument in writing specified and Interest thereon as therein Mentioned when he the said Varadappan should be thereto afterwards requested - And whereas the said Varadappan afterwards to wit on the Sixteenth day of July in the Year of Christ one thousand eight

said Soobbaroya in the sum of one thousand Star Pagodas of the Current Money of Madras for Money by the said Soobbaroya before that time lent and advanced to the said Varadappan and at his special instance and Request - And being so indebted he the said Varadappan 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 Soobbaroya to pay him the said last Mentioned Sum of Money when he the said Varadappan should be thereto afterwards. — And Whereas the said Varadappan afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Soobbaroya in the further Sum of one thousand Star Pagodas of the like Current Money of Madras for Money by the said Soobbaroya before that time laid out Expended and paid for the said Varadappan and at his like Special instance and Request - And being so indebted he the said Varadappan 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 Soobbaroya to pay him the said last Mentioned Sum of Money when he the said Varadappan should be thereto afterwards Requested - And Whereas the said Varadappan afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Soobbaroya of and Concerning divers other Sums of Money before that time due and Owing from the said Varadappan to the said Soobbaroya and then being in arrear and unpaid and upon that accounting

the said Varadappan was then and there found to be in arrear and indebted to the said Soobbaroya 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 Varadappan 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 Soobbaroya to pay him the said last Mentioned Sum of Money when he the said Varadappan should be thereto afterwards requested - Yet the said Varadappan 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 Soobbaroya 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 Soobbaroya (although so to do the said Varadappan was requested by the said Soobbaroya afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Soobbaroya to pay him the said last Mentioned Sum of Money when he the said Varadappan should be thereto afterwards requested - Yet the said Varadappan not regarding his said several promises and Undertakings so by him in Manner and form

First Term 1805

Craftily and Subtilly to deceive and defraud the said Soobbaroya 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 Soobbaroya (although so to do the said Varadappan was requested by the said Soobbaroya 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 Soobbaroya the said Varadap= =pan hath hitherto wholly refused and still doth refuse to the damage of the said Soobbaroya of one thousand Star Pagodas and therefore he brings his Suit &c

Imparlance

And afterwards to wit in the fourth Term of the said Year in the said Supreme Court of Judicature at Madras till which Term the said Collatore Varadapah had leave to impark to the said Plaint and then to answer the same came as well the said Tannercolam Soobbaroya Moodelliar by Samuel & Neale his Attornies as the said Collatore Vardappan by Charles Walters and James Sutherland his attornies

Plea filed 17th September 1804.

And the said Collatore Vardappan defends the wrong and injury when &c and says that he did not undertake or promise in Manner and form as the said Tanneercolam Soobaraya Moodeliar hath above thereof complained against him, and of this he puts himself upon the Court &c

Issue Joined -

And the said Soobbaroya doth the like -

And Now in the First Term in the Year one thousand eights hundred and five that is to say on the Fifteenth day of February to which day was given as well to the said Tannearcolam Soobbaroya Moodeliar as to the said Collatore Varadappen to inform the Court of the premises at which day came the Parties aforesaid by their said Attornies, and the said Justices having

respective Allegations of the Parties and Examined the truth Thereof and duly and Deliberately Considered the Evidence say that the said Colathore Varadappen did promise and undertake in Manner and form as the said Tammearcolam Soobbaroya Moodelliar hath above thereof Complained against him and they also fo the Damages of the said Tammearcolam Soobbaroya Moodelliar on Occasion of the premises besides his Costs and Charges by him about his Suit in this behalf Expended to Four Hundred and Sixty Two Pagodas - Therefore it is Considered that the said Tammearcolam Soobaroya Moodelliar do Recover against the said Colathore Varadappen his damages aforesaid in form aforesaid assessed - And also one Hundred and Twenty one Pagodas and Thirty five Fanams for his said Costs and Charges by the said Court now here adjudged to the said Tammearcolam Soobaroyah Moodelliar with his assent which said damages, Costs and Charges in the whole amounts to Five Hundred and Eighty three Pagodas and Thirty five Fanams

Judgment signed for the Plaintiff the 22d day of February 1805

And the said Colathore Varadappen in Mercy &c

Mercy

And thereupon the said Tammercolam Soobbaroya Moodr Caution issued by Emanuel Samuel and Daniel Neale his attorneys prays a writ of Fieri 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 Colathore Varadappen the sum of Five Hundred and eighty three Pagodas and thirty five Fanams And it is granted unto him Returnable here on the Second day

the 2d May 1805

First Term 1805

Pleas before 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 First Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } ss. Coothool Mulk Bahauder puts in his place Fownes Disney his attorney against Thomas Chase and Richard Chase in a Plea of Trespass on the case -

Fort St. George Madras } The said Thomas Chase and Richard Chase put in their place Emanuel Samuel and Daniel Neale their attornies at the suit of the said Coothool Mulk Bahauder 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 said Supreme Court of Judicature at Madras came Coothool Mulk Bahauder by Fownes Disney his attorney and brought into the said Court then here his certain Plaint against Thomas Chase and Richard Chase 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 Coothool Mulk Bahauder of Madras Inhabitans by Fownes Disney his attorney complains of Thomas Chase and Richard Chase of

Plaint in assumpsit filed 4th Sept. 1804 -

No 4 - Madras

Madras Merchants, being British Subjects and as such liable to the jurisdiction of this Honble Court for that whereas the said Thomas Chace and Richard Chace together with Henry Sewell since deceased whom the said Thomas Chace and Richard Chace survived heretofore to wit on the Fourteenth day of June in the year of our Lord one thousand eight hundred and two at Madras aforesaid were indebted to the said Coothool Mulk Bahauder in the Sum of Five thousand pagodas current money of Madras for so much Money by the said Coothool Mulk Bahauder at the Special instance and request of the said Thomas Chace Richard Chace and Henry Sewell for them the said Thomas Chace Richard Chace and Henry Sewell and for their use before that time paid laid out and Expended - and being so indebted they the said Thomas Chace Richard Chace and Henry Sewell afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration thereof took upon themselves and then and there faithfully promised the said Coothool Mulk Bahauder to Pay him the aforementioned Sum of Money when they should be thereunto afterwards requested - And Whereas also the said Thomas Chace Richard Chace and Henry Sewell afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Coothool Mulk Bahauder in other Five thousand pagodas of like lawful Money for so much Money by the said Coothool Mulk

Sewell at their like Special instance and Request - and being so indebted. the said Thomas Chace Richard Chace and Henry Sewell in Consideration thereof afterwards to wit the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Cootbool Mulk Bahauder to pay him the aforemention'd Sum of Money when they should be thereunto afterwards requested - And whereas the said Thomas Chace, Richard Chace and Henry Sewell afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Cootbool Mulk Bahauder in other Five thousand Pagodas of like lawful Money of Madras aforesaid, for so much Money by the said Thomas Chace Richard Chace and Henry Sewell before that time had and received to and for the use of the said Cootbool Mulk Bahauder - and being so indebted, they the said Thomas Chace Richard Chace and Henry Sewell 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 Cootbool Mulk Bahauder to pay him the aforemention'd Sum of Money when they should be thereunto afterwards requested - And whereas also the said Thomas Chace Richard Chace and Henry Sewell afterwards to wit on the day and year last Mentioned at Madras aforesaid accounted with the said Cootbool Mulk Bahauder of and Concerning divers Sums of Money from the said Thomas Chace, Richard Chace and Henry Sewell to the said Cootbool Mulk Bahauder before that time due and owing and

then and there in arrear and unpaid upon that account the said Thomas Chace Richard Chace and Henry Sewell were then and there found in arrear to the said Coothaal Mulk Bahaudeer in the Sum of Five thousand pagodas of like lawful Money aforesaid - and being so found in arrear the said Thomas Chace, Richard Chace and Henry Sewell in Consideration thereof upon the day and Year last mentioned at Madras aforesaid undertook and then and there faithfully promised the said Coothaal Mulk Bahaudeer; that they the said Thomas Chace, Richard Chace and Henry Sewell would well and truly pay and Satisfy to the said Coothaal Mulk Bahaudeer the said Sum of Five thousand Star Pagodas last mentioned when they should be thereunto afterwards requested Yet the said Thomas Chace Richard Chace and Henry Sewell deceased in the Lifetime of the said Henry Sewell and the said Thomas Chace and Richard Chace since the death of the said Henry Sewell, not regarding their Several promises and undertakings in manner and form aforesaid made but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Coothaal Mulk Bahaudeer in this particular have not in the Life time of the said Henry Sewell, nor either of them since the death of the said Henry Sewell or at any time since paid the said Several Sums of Money or any part thereof to the said Coothaal Mulk Bahaudeer although often requested

so to do, but to pay the same or any part thereof to the said Coothool Mulk Bahauder they the said Thomas Chace Richard Chace and Henry Sewell in the life time of the said Henry Sewell and the said Thomas Chace and Richard Chace since the death of the said Henry Sewell have and each of them hath hitherto wholly refused and still do refuse so to do to the said Coothool Mulk Bahauder his damage of Ten Thousand Pagodas and therefore he brings his Suit &c

And the said Thomas Chace and Richard Chace by Emanuel Samuel and Daniel Neale his attorneys come and defend the wrong and injury when &c and say that they and the said Henry Sewell did not undertake or promise in manner and form as the said Coothool Mulk Bahauder hath above thereof complained against them the said Thomas Chace and Richard Chace and this the said Thomas Chace and Richard Chace pray may be inquired of by the Court - And the said Coothool Mulk by Townes Disney his attorney doth the like &c

Plea filed the 21st September 1804 —

Issue Joined

And Now in this same Fourth Term in the said year one thousand eight hundred and four (that is to say) on the second day of October to which day was given as well to the said Coothool Mulk Bahauder as to the said Thomas Chace and Richard Chace to inform the Court of the premises, &c

which Day came the parties aforesaid by 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 Thomas Chase and Richard Chase did undertake and promise in Manner and form as the said Coothoo Mulk Bahander in that behalf therein alleged and the Justice aforesaid Seeks the damages of the said Coothoo Mulk Bahander by Occasion of the not performing the promises and undertakings in the said Plaint of the said Coothoo Mulk Bahander Mentioned, besides his Costs and Charges by him about his suit in this behalf Expended to the Sum of Three thousand eight hundred and five star Pagodas — Therefore it is Considered that the said Coothoo Mulk Bahander do recover against the said Thomas Chase and Richard Chase his damages aforesaid in form aforesaid assessed and also the Sum of one hundred and seventy Pagodas and seven Fanams for his said Costs and Charges by the said Court now here adjudged to the said Coothoo Mulk Bahander with his assent which said damages Costs and Charges in the whole amount to the Sum of Three thousand nine hundred and seventy five Pagodas and seven Fanams

Judgment Signed for the Plaintiff 1st March 1805.

said Thomas Chase and Richard Chase is in Mercy &c

Afterwards to wit on the 7th day of March in the said first Term of the said year one thousand eight hundred and five before the said Supreme Court of Judicature at Madras aforesaid cometh the aforesaid Coothbool Mulk Bahauder by his attorney aforesaid and acknowledgeth himself to be satisfied by the said Thomas Chase and Richard Chase of the damages Costs and Charges aforesaid. Therefore let the said Thomas Chase and Richard Chase be thereof acquitted &c

Satisfaction Piece filed 7th March 1805 -

Pleas before 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 First Term in the year of our Lord one thousand eight hundred and five

Fort St. George Madras to wit } John Kenworthy puts in his place William Light his attorney against Henry Bantleman in a Plea of Trespass on the Case -

Fort St. George Madras to wit } The said Henry Bantleman in person at the Suit of the said John Kenworthy in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the fifteenth day of February in the Vacation after the fourth Term in the year of our Lord one thousand eight hundred and five - before the said Supreme Court of Judicature at Madras came John Kenworthy by William Light his attorney and brought into the said Court then here his certain Plaint against Henry Bantleman 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 to wit John Kenworthy of Madras Esq^r by William Light his attorney Complains of Henry Bantleman an European Inhabitant of Madras aforesaid such Cable to the Jurisdiction of this Honble Court - For that whereas the said Henry Bantleman heretofore to wit on the day of August in the year one thousand eight

Plaint in a Sumpsit filed 15th February 1805.

Note in Writing Commonly Called a Promissory Note, his own proper Hand being thereunto set and subscribed bearing date the day and year aforesaid, and thereby two Months after date promised to pay to Mr. Charles Walters or his Order the Sum of three Thousand Star Pagodas for Value Received, and the said Charles Walters to whose Order the Payment of the said Sum of Money in the said Note Specified was by the said Note to be Made after the Making the said Note and before the Payment of the said Sum of Money in the said Note Specified, to wit on the same Day and Year aforesaid at Fort Saint George Madras aforesaid indorsed the said Note his own proper Hand writing being to such Indorsement Subscribed by which said Indorsement he the said Charles Walters then and there appointed the said Sum of Money in the said Note Specified to be paid to the said John Kenworthy and then and there delivered the said Note so indorsed as aforesaid to the said John Kenworthy of which said Indorsement so made on the said Note as aforesaid the said Henry Bankleman afterwards, to wit, on the same day and year aforesaid at Fort St. George Madras aforesaid had Notice by Means whereof and by Force of the Statute in such Case Made and provided - he the said Henry Bankleman became liable to pay to the said John Kenworthy the said Sum of Money in the said Note Specified 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 Henry

Henry Bankleman 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 Kenworthy to pay him the said Sum of Money in the said Note Specified according to the Tenor and Effect of the said Note and of the said Indorsement so made thereon as aforesaid - And Whereas the said Henry Bankleman afterwards, to wit, on the same day and year aforesaid at Madras aforesaid was indebted to the said John Kenworthy in Six Thousand Star Pagodas of like Current Money of Madras aforesaid for cash Money by the said John Kenworthy before that time lent and advanced to the said Henry Bankleman at his Special instance & Request and being so indebted he the said Henry Bankleman 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 Kenworthy to pay him the said last Mentioned Sum of Money when he the said Henry Bankleman should be thereto afterwards requested - And Whereas also the said Henry Bankleman afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said John Kenworthy in other Six Thousand Star Pagodas of like Current Money of & for so much Money by the said Henry Bankleman

Bantleman before that time had and became to and for the use of the said John Kenworthy and being so indebted he the said Henry Bantleman 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 Kenworthy to pay him the said last Mentioned Sum of money when he the said Henry Bantleman should be thereto afterwards requested - And whereas also the said Henry Bantleman afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said John Kenworthy of and Concerning divers other Sums of money before that Time due and owing from the said Henry Bantleman to the said John Kenworthy and then being in arrear and unpaid upon which said Account he the said Henry Bantleman was then and there found in arrear and indebted to the said John Kinnworthy in another large Sum of Money, to wit the Sum of other Six thousand Star Pagodas of like current Money aforesaid and being so indebted he the said Henry Bantleman 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 Kenworthy to pay him the said last mentioned Sum of Money when he the said Henry Bantleman should be thereto afterwards requested - Yet the said Henry Bantleman not regarding his said Several Promises and

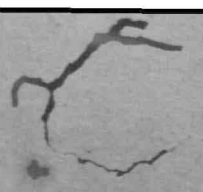
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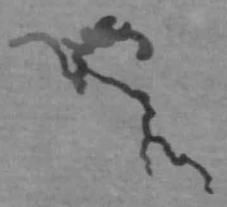
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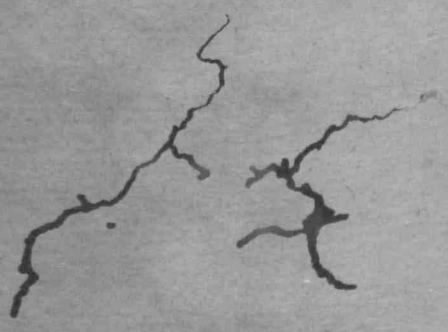
Record of Issue

Roll 2

















and Undertaking so made by him in this behalf as aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said John Kenworthy in this behalf, hath not yet paid the said several Sums of Money or any part thereof to the said John Kenworthy altho' so to do he the said Henry Bantleman was often requested but he so to do this hath hitherto wholly refused and still doth refuse to the damage of the said John Kenworthy of Six Thousand Star Pagodas and therefore he brings Suit &c-

And Now in this First Term in the Year one Thousand eight Hundred and five that is to say on the Eleventh day of February to which day was given as well to the said John Kenworthy as to the said Henry Bantleman and the said Henry Bantleman say Actio in Bar or Preclusion of the said action of the said John Kenworthy by which the said John Kenworthy against the said Henry Bantleman therein undefended against he the said John Kenworthy ought to recover for which he said John Kenworthy his damages by occasion of the premises and aforesaid to wit on the Fourteenth day of the said Month of February in the Term last aforesaid the said Court having deligently enquired what damages the said John Kenworthy hath sustained as well by the means aforesaid as for his costs and charges by him about his Suit in this behalf expended

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Tried Esparke-

Judgment signed for the Plaintiff the 4th. March 1805 -

do find and adjudge that the said John Hemworthy hath sustained damages by occasion of the premises over and above his Costs and Charges to three thousand and Ninety four Pagodas and for more Costs and Charges to one hundred and fourteen Pagodas and Twenty two Fanams Therefore it is considered that the said John Hemworthy recover against the said Henry Bambleman 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 thousand two hundred and Eight Pagodas and Twenty two Fanams and the said Henry Bambleman in mercy &c.

mercy

First Term 1805

27

First Term 1805

Pleas before the Honble Sir Henry Gwillim Knight, and the Honble Sir Benjamin Sulivan Knight Puisne Justices of his Majestys Supreme Court of Judicature at Madras of the First Term in the year of our Lord one Thousand eight hundred and five -

Fort St George Madras } towit Cavary Paukum Narraina Pillay of Madras inhabitant puts in his place George Mc Mahon his attorney against Pomapaukum Mootookistnah in a Plea of debt upon Bond -

Fort St George Madras } towit The said Pomapaukum Mootookistnah in his person at the Suit of the said Cavary Paukum Narraina Pillay in the Plea aforesaid -

Fort St George Madras } towit 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 Cavary Paukum Narraina Pillay by George Mc Mahon his attorney and brought into the said Court then there his certain Plaint against Pomapaukum Mootookistnah 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 to wit Cavary Paukum Narraina Pillay of Madras Inhabitant by his attorney George Mc Mahon Gentleman complains of Pomapaukum Mootookistnah a Native Inhabitant of Madras

Plaint in debt filed on the 19th of February 1803

liable to the Jurisdiction of this Honble Court of a Plea that he render unto him the Sum of one Hundred and Eighty four Pagodas and thirty four Fanams, which he owes to and unjustly detains from him. For that whereas the said Ponnapaukum Mootookistnah on the Twenty fifth day of October in the Year of our Lord one thousand Seven Hundred and Ninety Six at Pondicherry to wit at Madras aforesaid by his Certain writing obligatory Sealed with the Seal of the said Ponnapaukum Mootookistnah became held and firmly bound unto the said Cavary Paukum Narraina Pillay in the Sum of one Hundred and Eighty four Pagodas and thirty four Fanams of the Current Money of Madras to be paid to the said Cavary Paukum Narraina Pillay when he the said Ponnapaukum Mootookistnah should be thereto afterwards requested - Yet the said Ponnapaukum Mootookistnah although often requested by the said Cavary Paukum Narraina Pillay hath not yet paid the said One Hundred and Eighty four Pagodas and thirty four Fanams or any part thereof to the said Cavary Paukum Narrain Pillay but he to pay the same hitherto hath wholly refused and still refuses - Wherefore the said Cavary Paukum Narraina Pillay saith he is injured and hath sustained damage to the value of three Hundred Pagodas and therefore he brings his Suit and so forth - and he brings into Court here the said writing obligatory Sealed with the Seal of the said Ponnapaukum Mootookistnah which gives Sufficient Evidence of the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid. -

And now in this First Term thatis

Easter Term 1805.

Ex parte

Judgment signed for the Plaintiff the 15th. day of March 1805.

Lord one thousand eight hundred and five - to which day the said Ponnapaukum Moodoo Kistna had leave to impleed to the said Plaint and then to answer the same &c as well the said Cauvary Narrain Pillay by his said Attorney as the said Ponnapaukum Moodoo Kistna in his own proper person do come before the Court here and the said Ponnapaukum Moodoo Kistna Defends the wrong and injury when &c - And says Nothing in bar or preclusion of the said action of the said Cauvary Narrain Pillay by which the said Cauvary Narrain Pillay remain therein impleaded against the said Ponnapaukum Moodoo Kistna - Therefore it is Considered by the Court here that the said Cauvary Narrain Pillay do recover against the said Ponnapaukum Moodoo Kistna his said debt amounting to one hundred and eighty four Pagodas and thirty four Fanams and also the sum of one hundred and seventy six Pagodas and twenty six 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 Three hundred and Sixty one Pagodas and fifteen Fanams by the Court here adjudged to the said Cauvary Narrain Pillay by his Agent and that he have Execution thereof - And the said Ponnapaukum Moodoo Kistna in Mercy &c.

Mercy

And thereupon the said Cauvary Narrain Pillay by Townes Disney his Attorney prays a writ of our Lord the King to be directed to the Sheriff Cause him to levy and make &c

and other Effects which belong to the said Ponnapaukum Moodoo
= Kistna the Sum of three hundred and Sixty one Pagodas and
fifteen fanams - and it is granted unto him returnable here
on the fifth of april next.

Writ of Execution
issued on the 5th
day of March 1805.

Awadanum Paupiah Braminy
versus
John Tulloh, William Douglas
Brodie and George Halyburton

A.

Produced and read in Evidence on
the part of the Defendants at the
trial of the above Cause the 14th
February 1806.

J. Shaw
Dep. Regr.

First Term 1805

Pleas before 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
First Term in the Year of our Lord
one thousand eight hundred and five -

Fort St George
Madras - } John Tulloh, William Douglas, Brodie and George
Halyburton put in their place Charles Walters and James
Sutherland their attorneys against Awadanum Paupiah
Braminy in a Plea of Debt - upon Bond -

Fort St George
Madras - } The said Awadanum Paupiah Braminy puts in his
place William Light his 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 in the Fourth Term in the year one
thousand eight hundred and four before the said Supreme
Court of Judicature at Madras came John Tulloh William
Douglas Brodie and George Halyburton by Charles Walters
and James Sutherland their attorneys and brought into the
said Court then there his certain Plaint against Awadanum
Paupiah Braminy 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. John Tulloh, William Douglas

Plaint in debt
filed the 20th
September 1804.

and. George Halyburton by Charles Walters and James Sutherland their Attornies Complain of Auvadanum Paupiah Braminy 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 one Hundred and Ninety one Thousand eight Hundred and Forty one Star Pagodas Thirty one Fanams and Sixty four Cash Current Money of Madras which he owes to and unjustly detains from them, For that Whereas the said Auvadanum Paupiah Braminy heretofore to wit on the First day of January in the Year one thousand eight Hundred and three at Madras aforesaid by his Certain Writing obligatory Sealed with the Seal of him the said Auvadanum Paupiah Braminy and to the Court here now Shewn the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound to the said John Tullok William Douglas Brodie and George Halyburton / by the partnership name and discription of Messrs Tullok Brodie and Halyburton of the same place Merchants / in the Sum of one Hundred and Ninety one thousand eight Hundred and forty one Star Pagodas thirty one Fanams and Sixty four Cash when he the said Auvadanum Paupiah Braminy should be thereto afterwards requested

requested / hath not as yet paid the said Sum of one Hundred and Ninety one thousand eight hundred and forty one Star Pagodas thirty one Fanams and sixty four Cash or any part thereof to the said John Tulloh William Douglas Brodie and George Halyburton or either of them but the said Awadaunum Paupiah Braminy refuseth and still doth refuse to the damage of the said John Tulloh, William Douglas Brodie and George Halyburton of Two Hundred Star Pagodas and therefore they bring Suit &c.

And the said Awadanum Paupiah Braminy by William Light his attorney comes and Defends the wrong and injury when &c and prays oyer of the said writing obligatory and it is read to him in these words to wit "Know all Men by these presents that, Awadanum Paupiah Braminy of Madras Inhabitant am held and firmly bound unto Messrs Tulloh Brodie and Halyburton of the same place Merchants in the penal Sum of one Hundred and Ninety one thousand eight hundred and forty one Star Pagodas thirty one Fanams and sixty four Cash Current Money of Madras to the payment whereof well and truly to be Made, to the said Mr Tulloh, Brodie and Halyburton their Ex-

Plea filed the 28th September 1804.

Administrators and assigns - I do hereby bind myself my Heirs Executors and Administrators firmly by these presents - In witness whereof I have hereunto set my hand and Seal this first day of January in the year one thousand Eight hundred and three " and the above bounden Muwadanum Paupiah hath borrowed and received of the above Named Messrs. Tulloh Brodie and Haliburton the full and just Sum of Ninety five thousand nine hundred and Twenty Star Pagodas Thirty six Fanams and Seventy two Cash current Money aforesaid to run at Interest at the rate of Twelve per Cent per annum payable in Six Months from the date hereof now the Condition of this obligation is such that if the above bounden Muwadanum Paupiah his heirs Executors Administrators or assigns shall and do well truly pay or Cause to be paid unto Messrs Tulloh Brodie and Haliburton their Heirs Executors Administrators or assigns the full and just Sum of Ninety five thousand nine hundred and Twenty Star Pagodas Thirty Six Fanams and Seventy two Cash current aforesaid together with such Interest as shall or may become due thereupon then this obligation to be void and of no effect otherwise to Continue in full force and Virtue" which

that he ought not to be charged with the said Debt by
Virtue of the said writing obligatory, because he says that
the said writing obligatory is not his deed, and of this he puts
himself upon the Court &c And for further Plea in this behalf
the said Suvadanum Paupiah 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 Plaintiffs ought not to have or Maintain their aforesaid
action thereof against him the said Suvadanum Paupiah
because he says that he the said Suvadanum Paupiah
the Sealing and delivery of the said writing obligatory and
before the Exhibiting of the Plaint of the said John Dougla
and George against the said Suvadanum Paupiah in this
behalf to wit on the First day of July in the year of our
Lord one thousand eight hundred and three at Madras aforesaid
did pay to the said John Douglas, and George, the said Sum of
Money in the said Condition of the said Writing obligatory mentioned
with all interest then due for the same according to the tenor and
Effect of the said Condition and this he the said Suvadanum
Paupiah is ready to verify wherefore he prays Judgment if
the said John Douglas, and George ought to have or Maintain
their aforesaid action against him &c - And for a further
Plea in this behalf the said Suvadanum Paupiah by like
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 John Dougl

ought not to have or maintain their aforesaid action against him, because he says that he the said Suvadanum Pampiah after the making of the said writing obligatory and after the said First Day of July in the Year of our Lord one thousand eight hundred and three to wit on the first day of September in the Year of our Lord one thousand eight hundred and four at Madras aforesaid did pay to the said John Douglas, and George the said sum of Money in the said Condition of the said writing obligatory Mentioned together with all interest due for the same according to the form of the Statute in such Made and provided and this he the said Suvadanum Pampiah is ready to verify, Wherefore he prays Judgment if the said John, Douglas, and George ought to have or Maintain their aforesaid action thereof against him &c.

Replication filed 14th January 1805 -

And the said John Tulloh, William Douglas Brodie and George Halyburton as to the said Plea of the said Suvadanum Pampiah Braminy by him first above Pleaded and whereof he hath put himself upon the Court do so likewise - And the said John Tulloh William Douglas Brodie and George Halyburton as to the said Plea of the said Suvadanum Pampiah Braminy by him Secondly above Pleaded in bar the said John Tulloh William Douglas Brodie and George Halyburton say that they by reason of any thing in that Plea alledged ought not to be barred from having

because they say that the said Annadanum Paupiah Braminy did not Pay to the said John Tullok, William Douglas Brodie and George Halyburton or either of them the said Sum of Money in the said Condition of the said writing obligatory Mentioned with the interest then due for the same according to the tenor and Effect of the said Condition, as the said Annadanum Paupiah Braminy hath in his last Mentioned Plea alledged - and this the said John Tullok, William Douglas Brodie and George Halyburton pray may be enquired of by the Court - and the said Annadanum Paupiah Braminy doth the like - and the said John Tullok, William Douglas Brodie and George Halyburton as to the said Plea of the said Annadanum Paupiah Braminy by him lastly above pleaded in bar say that by reason of any thing in that Plea alledged they the said John Tullok, William Douglas Brodie and George Halyburton ought not to be barred from having or maintaining their aforesaid action thereof against him because they say that the said Annadanum Paupiah Braminy did not pay to the said John Tullok, William Douglas Brodie and George Halyburton the said Sum of Money in the said Condition of the said writing obligatory Mentioned together with the interest due for the same as the said Annadanum Paupiah Braminy hath in his said last Mentioned Plea alledged and this the said John Tullok, William Douglas Brodie and George Halyburton pray may be enquired of by the Court &c. and the said Annadanum Paupiah Braminy doth the like

And Now in this First Term in the year of our Lord one thousand eight hundred and five that is to say on the fifth day of February until which day was given as well to the said John Tullok, William Douglas Brodie and George Halyburton as to the said Awadanum Paupiah Braminy to inform the Court of the premises 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 as to the Issue first above joined between the said parties - That the said writeing obligatory in the said Declaration Mentioned is the Deed of him the said Awadanum Paupiah Braminy as the said John Tullok, William Douglas Brodie and George Halyburton have above in that behalf alledged against him - and as to the Issue secondly above joined between the said parties the said Justices Say that the said awadanum Paupiah Braminy did not on the first day of July in the Year of our Lord one thousand eight hundred and three pay to the said John Tullok William Douglas Brodie and George Halyburton or either of them the said Sum of Money in the Condition of the said writing obligatory Mentioned with the interest then due for the same in Manner and form as the said awadanum Paupiah Braminy hath in his Plea lastly above pleaded in that behalf alledged - Therefore it is Considered that the said John

Judgment signed

Recover against the said Suvadanum Paupiah Braminy his debt aforesaid and also the Sum of Sixe Hundred and Forty Sixe Rupees and Eleven Fanams for their damages which they have sustained as well by occasion of the detaining the said debt as for their Costs and Charges in this behalf Expended and that the said John Tulloh, William Douglas Brodie and George Halyburton have Execution thereof &c

And thereupon the said John Tulloh, William Douglas Brodie and George Halyburton by their Attorneys Walker and Sutherland pray a writ of our Lord the King to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Suvadanum Paupiah Braminy the Sum of one Hundred and Twenty one Thousand, two Hundred and thirty Six Pagodas, Fourteen Fanams and Seventy two cash - and it is granted unto them Returnable here on the third day of May Next -

Writ of Execution issued on the 3d April 1805 -

Pleas Before 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 First Term in the Year of our Lord one thousand eight hundred and five

Fort St. George Madras } William Leonard puts in his place Emanuel Samuel and Daniel Neale his attornies against John Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the case -

Fort St. George Madras } The said John Branson, Thomas Jones and Luke Reddy by Charles Walters and James Sutherland their attorneys at the Suit of the said William Leonard in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the fifteenth day of October 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 William Leonard by Emanuel Samuel and Daniel Neale his attornies and brought into the said Court then here his certain Plaint against John Branson, Thomas Jones and Luke Reddy 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 15th October 1804

Madras to wit - William Leonard by Emanuel Samuel and Daniel Neale his attornies Complains of John Branson Thomas Jones and Luke Reddy British Subjects and Inhabi-

Jurisdiction of this Hon^ble Court of a Plea of Trespass on the Case - For that Whereas at the several times hereinafter in the First, Second and Third Counts mentioned the said John Thomas and Luke were Persons residing trading and using Commerce as Copartners under the Names and by the Style and Firm of Branson, Jones and Reddy to wit at Madras - And Whereas on the Sixteenth day of April in the Year of our Lord one thousand eight hundred and four in parts beyond Sea that is to say at Calcutta in Bengal to wit at Madras the said William according to the Usage and Custom of Merchants from time immemorial used and approved of, made and drew his certain Bill of Exchange in writing his own proper hand being thereunto subscribed and bearing date the day and year aforesaid and then and there directed the said Bill of Exchange to the said John Thomas and Luke by their Names Style and Firm aforesaid and by the addition of Mess^rs Branson Jones and Reddy Madras - and by the same bill the said William requested the said John Thomas and Luke at one Month after sight of this his first of Exchange (second and third of the same tenor and date not being paid) to pay to one James Torry (by the name and addition of Captain James Torry) or order the sum of Eight hundred star Pagodas and to place the same to the account of the said

and the said William then and there delivered the said Bill of Exchange to the said James Torry which said Bill of Exchange the said John Thomas and Luke afterwards to wit on the second day of May in the year aforesaid at Madras aforesaid upon sight thereof accepted (their Names Style and firm aforesaid being in the hand writing of one of them to such acceptance subscribed) according to the said usage and Custom of Merchants and the said James Torry to whom or to whose order the said Sum of Money in the said Bill of Exchange specified was by the said Bill of Exchange appointed to be paid afterwards and before the Payment of the said Sum of Money specified in the said Bill of Exchange to wit on the same day year last aforesaid at Madras aforesaid indorsed the said Bill of Exchange his own proper hand being to indorsement subscribed according to the said usage and Custom of Merchants - and by this indorsement ordered and appointed the Contents of the said Bill of Exchange to be paid to one G. Falconer (by the name and addition of G. Falconer Esqr) and then and there delivered the said Bill of Exchange so indorsed to the said G. Falconer of which indorsement so made on the said Bill of Exchange

aforesaid had Notice - and the said William in fact saith that afterwards and when the said Bill of Exchange became due and payable according to the tenor and Effect thereof to wit on the fifth day of June in the Year aforesaid at Madras aforesaid the said G. Falconer Caused the said Bill of Exchange so accepted and indorsed as aforesaid to be presented and Shewn to the said John, Thomas and Luke for Payment of the Contents thereof according to the said Usage and Custom of Merchants and the tenor of the said Bill and of their said acceptance thereof and of the said Indorements so Made thereon as aforesaid but that the said John, Thomas and Luke did not at the said time when the said Bill was so presented to them for payment as aforesaid nor at any other time whatsoever pay to the said G. Falconer the said Sum of Money Mentioned in the said Bill, but then and there refused so to do and therein wholly failed and made default whereupon the said G. Falconer afterwards to wit on the said fifth day of June in the Year aforesaid at Madras aforesaid caused the said Bill to be duly protested for the Non-payment thereof according to the said Custom of Merchants and thereupon the said G. Falconer on the same day and Year last aforesaid at Madras aforesaid caused the said Bill so Protested for the Non payment thereof to be returned to the said William - and the said William was then and there (that is to say) on the same day and year

at Madras aforesaid forced and obliged to pay and did pay to the said G. Falconer for the said Bill and for the Charge of the Protest and other Charges attending the Non-payment and return of the said Bill a large Sum of Money to wit the Sum of Nine hundred Star Pagodas according to the said Usage and Custom of Merchants of all which premises the said John Thomas and Luke afterwards to wit on the same day and year last aforesaid at Madras aforesaid had Notice — By reason of which premises and by the Law of Merchants the said John, Thomas and Luke became liable to pay to the said William the said Sum of Money so by him paid as aforesaid to the said G. Falconer to wit the said Nine hundred Star Pagodas — when they the said John, Thomas and Luke should be thereto afterwards requ[ested] And being so liable the said John, 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 William to pay to him the said Sum of Money so by him paid to the said G. Falconer as aforesaid (that is to say) the said Sum of Nine hundred Star Pagodas, when they the said John, Thomas

(with this that the said William will aver that the
Second and Third of the same tenor and date mentioned
in the said Bill of Exchange are and each of them is
wholly unpaid by the said John, Thomas and Luke
to wit at Madras) And Whereas the said William
afterwards to wit on the said Sixteenth day of April in
the Year of our Lord one thousand eight hundred and four
aforesaid at Calcutta aforesaid to wit at Madras aforesaid
according to the said Usage and Custom of Merchants made
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 last Mentioned Bill of Exchange
to the said John, Thomas and Luke (by their Names
Style and Firm aforesaid and by the addition of Messrs
Branson Jones and Reddy Madras) By which said
last Mentioned Bill of Exchange the said William requested
the said John Thomas and Luke at one Month
after sight of that his first of Exchange (Second and
Third of the same tenor and date not being paid) to
pay to one James Torry (by the Name and addition
of Captain James Torry) or order the Sum of Eight
Hundred Star Pagodas for Value Received and to place
the same to the account of the said William and
the said William then and there delivered the said

Bill of Exchange last mentioned to the said James Torry which said last mentioned Bill of Exchange the said John Thomas and Luke afterwards to wit on the second day of may in the Year of our Lord one Thousand eight hundred and four aforesaid at Madras aforesaid and upon sight thereof accepted their Names Style and firm aforesaid being in the hand writing of one of them to such acceptance subscribed according to the said Usage and Custom of Merchants - and the said James Torry to whom or to whose order the said Sum of Money Specified in the said last mentioned Bill of Exchange was by the said last mentioned Bill of Exchange appointed to be paid 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 endorsed the said last mentioned Bill of Exchange his own proper hand writing to such indorsement subscribed according to the said Usage and Custom of Merchants and by that Indorsement ordered and appointed the Contents of the said last mentioned Bill of Exchange to be paid to the said G. Falconer and there and there delivered the said last mentioned Bill of Exchange so indorsed as aforesaid to the said G. Falconer - and the said G. Falconer to whom or to whose order the said

said Sum of Money Specified in the said last mentioned
Bill of Exchange was by the said last mentioned
Bill of Exchange and indorsement appointed
to be paid afterwards and before the Payment
of the said Sum of Money Specified in the said
last Mentioned Bill of Exchange to wit on the
fifth day of June in the Year aforesaid at Madras
aforesaid indorsed the said last Mentioned Bill
of Exchange his own proper hand being to such
last Mentioned indorsement subscribed according
to the said Usage and Custom of Merchants and
by that indorsement last mentioned the said
G. Falconer Ordered and appointed the
Contents of the said last mentioned Bill
of Exchange to be paid to the said William - And
the said G. Falconer then and there delivered the said
last Mentioned Bill of Exchange so indorsed as
aforesaid to the said William of which said several
Indorsements so Made on the said last mentioned Bill
of Exchange as aforesaid the said John Thomas
and Luke afterwards to wit on the same day and
year last aforesaid at Madras aforesaid had
Notice - By Means whereof and according to the said
usage and Custom of Merchants the said John
Thomas and Luke became liable to pay
to the said William the said Sum of Money Specified



Supreme Court

First Term 1805

Record of Judgments

Roll 4.

alias allamkee Begum Karahmut nissah Begum
ahumedee Begum Khandoo Meyah Heeteejah Begum
and Mootoo Comoroo Naick at their request according
to the form of the Statute in that case made and
provided and that the said Laldee Begum misire
Begum Abdul Rajah Khan Bauhoor Shah
Begum alias allamkee Begum Karahmut Nissah
Begum ahumedee Begum Khandoo Meyah Heeteejah
Begum and Mootoo Comoroo Naick have their
Execution thereof &c

First Term 1805.

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Pleas before 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 First Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Ochoo Moodelly administrator of all and singular the Goods and Chattels, Rights and Credits of Amanjeecara Tondavarya Moodelly deceased - puts in his place Charles Walters and James Mitchell his attornies against Sashachellum the only son and Heir and personal representative of Trevaloor Teroomaly Mastry deceased in a Plea of Trespass on the case -

Fort St. George Madras - } The said Sashachellum the only son and Heir and personal representative of Trevaloor Teroomaly Mastry deceased puts in his place Samuel Sneade his attorney at the suit of the said Ochoo Moodelly administrator of all and singular the Goods and Chattels, Rights and Credits of Amanjeecara Tondavarya Moodelly deceased - in the Plea aforesaid -

Fort St. George Madras - } Be it remembered that on the Twenty fifth day of August in the Vacation after the First Term in the Year one thousand eight hundred and four - before the Court of Judicature at Mad

administrator of all and Singular the Goods and Chattels rights and Credits of Amanjeecara Tondavaroya Moodelly deceased by Charles Walters and James Sutherland his attornies and brought in to the said Court then there his certain Plaint against Sashachellum the only Son and Heir and personal Representative of Trevaloor Teroomaly Mastry deceased in a Plea of Trespass on the case - and there are pledges for the prosecution thereof to wit John Doe and Richard Roe, which said Plaint follows in these words - that is to say-

Plaint in a Sumpsit filed 25th August 1804.

Madras to wit Ekkoo Moodelly administrator of all and Singular the Goods and Chattels Rights and Credits which were of Amanjeecara Tondavaroya Moodelly deceased at the time of his death who died Intestate by Charles Walters and James Sutherland his attornies Complains of Sashachellum the only Son and Heir and personal Represen-tative of Trevaloor Teroomaly Mastry deceased according to the laws and Customs of the Hindoo Natives of India and having as such personal Representative administered and taken possession of the Estate and Effects which were of the said Trevaloor Teroomaly Mastry at the time of his death and being Inhabitants of Madras and as such a person liable to the Jurisdiction of this Hon^ble Court - For that Whereas the

said Trevalore Teroomaly Mastry in his life time to wit on the Twenty second day of May in the year one thousand Seven hundred and ninety Six 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 Amanjeecara Tondawaraya Moodelly the Sum of Four hundred and Eighty nine Star Pagodas Current Money of Madras which said Sum the said Trevaloor Teroomaly Mastry did thereby engage to repay to the said Amanjeecara Tondawaraya Moodelly on or before the Tenth day of May in the year one thousand Seven hundred and Ninety seven together with Interest at the rate of twelve per Cent per annum by Means whereof and by force of the Customs and laws of such Hindoo Natives of India he the said Trevaloor Teroomaly Mastry in his life time became liable to pay to the said Amanjeecara Tondawaraya Moodelly 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 Trevaloor Teroomaly Mastry in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said

Tondavaraya Moodelly 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 Trevaloor Teroomaly Mastry afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Amanjeecara Tondavaraya Moodelly in other Sum of one thousand and Five Hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Amanjeecara Tondavaraya Moodelly before that time lent and advanced to the said Trevaloor Teroomaly Mastry at his Special instance and Request and being so indebted he the said Trevaloor Teroomaly Mastry in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Amanjeecara Tondavaraya Moodelly then and there faithfully promised to pay him the said last Mentioned Sum of Money when he the said Trevaloor Teroomaly Mastry should be thereto afterwards Requested - And Whereas the said Trevaloor Teroomaly Mastry afterwards to wit on the same

day and year aforesaid at Madras aforesaid was indebted
to the said Amanjeecara Tondavaraya Moodelly in other Sum
of one Thousand and five hundred Star Pagodas Current
Money aforesaid for so much money by the said Trevaloor
Teroomaly Mastry before that time had and received to
and for the Use of the said Amanjeecara Tondavaraya Moodelly
then and there faithfully promised to pay him the said last
mentioned Sum of Money when he the said Trevaloor Teroomaly
Mastry should be thereto afterwards requested- and whereas
the said Trevaloor Teroomaly Mastry afterwards to wit
on the same day and year aforesaid at Madras aforesaid
the said Trevaloor Teroomaly Mastry accounted with the
said Amanjeecara Tondavaraya Moodelly of and Concerning
divers other sums of Money before that time due and owing
from the said Trevaloor Teroomaly Mastry to the said
Amanjeecara Tondavaya Moodelly and then being in arrear and
unpaid to him and upon which said account he the said
Trevaloor Teroomaly Mastry was then and there found in
arrear and indebted to the said Amanjeecara Tondavaraya
Moodelly in another large Sum of Money to wit in other
Sum of one Thousand and Five hundred Star Pagodas
Current Money aforesaid and being so

and indebted he the said Trevaloor Teroomaly Mastry in Consider-
ation thereof afterwards to wit on the same day and year aforesaid
at Madras aforesaid undertook and to the said amanjeecara
Tondavaraya Moodelly then and there faithfully promised to
pay him the said last mentioned sum of Money when he
the said Trevaloor Teroomaly Mastry should be thereto
afterwards requested Yet the said Trevaloor Teroomaly
Mastry in his life time and the said Sashachellum since
his decease not regarding the said several promises
and Undertakings so by the said Trevaloor Teroomaly Mastry
in his life time made as aforesaid but Contriving and fraudu-
lently intending craftily and subtilly to deceive and defraud
the said Amanjeecara Tondavaraya Moodelly in his life
time and the said Ekkoo Moodelly administrator as
aforesaid since the death of the said Amanjeecara Tondavaraya
Moodelly to which said Ekkoo Moodelly administration of
all and singular the Goods and Chattels Rights and Credits
which were of the said Amanjeecara Tondavaraya Moodelly
deceased at the time of his death who died Intestate
as aforesaid and after the death of the said Amanjeecara
Tondavaraya Moodelly to wit on the fifth day of August
in the year one thousand and eight hundred at Madras

to Whom the granting administration in that behalf of right belonged was in due form of law committed / have not nor hath either of them paid the said Several Sums of Money or any part thereof to the said Amanjeecara Londavaraya Moodelly in his life time or to the said Ekkoo Moodelly Administrator as aforesaid since his decease altho' often Respectively Requested so to do but to do this the said Trevaloor Teroomaly Mastry in his life time and the said Sashachellum have wholly Refused and the said Sashachellum doth still Refuse to the damage of the said Ekkoo Moodelly as administrator as aforesaid of one thousand and five hundred Star Pagodas and therefore he brings Suit - and he brings into Court here the Letters of administration of the Court of the Recorder of Madras aforesaid which Sufficiently proves to the Court here the granting thereof in form aforesaid to the said Ekkoo Moodelly the Date whereof is the same day and year in that behalf above Mentioned

imparlance

And Afterwards that is to say on the Seventeenth day of October in the Year of our Lord One thousand eight hundred and four to wit in the vacation of the Fourth Term of the same year until which day the said Sashachellum had leave to impark to the said Plaintiff and then to answer the

Plea filed the 17th October 1804.

the said Ekhoo Moodelly by his attorney as the said Sachachellum by Samuel Sneale his attornies - And the said Sachachellum Defends the wrong and injury when &c and says that the said Trevaloor Teroomaly Mastry in his life time did not undertake or promise in manner and form as the said Ekhoo Moodelly hath above thereof complained against the said Sachachellum and this the said Sachachellum prays may be inquired of by the Court -

Replication filed 9th February 1805. Issue Joined

And afterwards to wit in the first Term in the Year one thousand eight hundred and five came the Parties aforesaid by their attornies aforesaid and thereupon the said Ekhoo Moodelly as to the said Plea of the said Sachachellum above pleaded whereof he hath put himself upon the Court doth so likewise -

And Now in this same first Term in the same Year of our Lord one thousand eight hundred and five that is to say on the Nineteenth day of February until which day was given as well to the said Ekhoo Moodelly as to the said Sachachellum to inform the Court of the premises come the said parties by their respective attornies aforesaid - 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 as to the first Count in the said Declaration mentioned that the said

or Promise in Manner and form as the said Etchoo Moodelly hath above thereof Complained against the said Sashachellum and Has as to the Second, Third and Fourth Counts in the said Declaration mentioned the said Justices say that the said Trevalyan Personaly Mastny in his life time did undertake and promise in manner and form as the said Etchoo Moodelly in those Counts above Complained against the said Sashachellum and that the said Etchoo Moodelly hath sustained damage by reason of the non performance of the promises and undertaking in those Counts mentioned over and above his Costs and Charges by him about his Suit in this behalf Expended to Eight hundred and Seventy Six Pagodas thirty four fanams Seventy five cash and for those Costs and Charges to one hundred and Sixty one Pagodas and seven fanams -

Therefore it is Considered that the said Etchoo Moodelly administrator as aforesaid do recover against the said Sashachellum as personal representative as aforesaid the Sum of Eight hundred and Seventy six Pagodas thirty four fanams and Seventy five cash for his damages occasioned by the non performance of the premises and undertakings cast aforesaid and also the Sum of one hundred and Sixty one Pagodas and Seven fanams for the Costs and Charges of him the said Etchoo Moodelly which he hath been put to about his Suit in that behalf whereof he hath damages Costs and

Judgment signed for the Plaintiff the 18th day of March 1805 -

Thousand and thirty seven Pagodas Forty one Fanams and Seventy
five Cash to be levied of the Goods and Chattels which were
of the said Trevalore Teroomaly Mastry at the time of his
death in the Lands of the said Sashachellum as personal Represen-
-tative as aforesaid to be administered if he hath so much
thereof in his Lands to be administered and if he hath
not so much thereof in his Lands to be administered then
the said Sum of one Hundred and Sixty one Pagodas and
Seven Fanams parcel of the said Sum of one Thousand and
thirty Seven Pagodas Forty one Fanams and Seventy five
Cash being for the Costs and Charges aforesaid to be levied
of the proper Goods and Chattels of the said Sashachellum
and the said Sashachellum in Mercy &c

mercy

And thereupon the said Pichoo Moodelly by
Walters & 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 Trevalore Teroomaly Mastry at the
time of his death came to the hands of the said Sashachellum as personal
Representative as aforesaid to be administered 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 the Sum of one Hundred and Sixty

one Pagodas and Seven Fanams being the Costs and Charges aforesaid to be levied of the Proper Goods and Chattels of the said Sashachellum - and it is granted unto him the said Etchoo Moodelly returnable here on the eighteenth day of April next -

Writ of Execution issued on the 18th March 1805 -

Pleas before 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 First Term in the year of our Lord one thousand eight hundred and five -

Fort St George } Maury Chittyar puts in his place Robert orme his attorney
Madras ss. } against Veerappa Chitty in a plea of Trespass on the case -

Fort St George } The said Veerappa Chitty puts in his place Townes Disney his
Madras ss } attorney at the Suit of the said Maury Chittyar in the Plea aforesaid -

Fort St George } Be it remembered that in the Fourth Term in the year one thousand
Madras ss } eight hundred and four before the said Supreme Court of Judicature at Madras came Maury Chittyar by Robert orme his attorney and brought into the said Court then there his Certain Plaint against Veerappa Chitty in a Plea of Trespass on the case and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say, Fort Saint George Madras ss Maury Chittyar by Robert Orme his attorney Complains of Veerappa chitty being an Indian Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court For that whereas the

Plaint in assumpsit filed 13. Sept. 1805

audy of Siddaurty Year of the Hindoos being the Fourth day of august
in the Year of Christ one thousand seven hundred and Ninety nine
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 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
Maury Chittyar by which said Note the said Veerappa Chitty
by the Name and description of Veerappa Chitty son of Vannea
Narraina Chitty acknowledged to have borrowed and received
of the said Maury Chittyar by the name and description of
Maury Chittyar son of angoo Chittyar of Veaupaury Cast of
Madras the Sum of one hundred and Ninety star Pagodas
Current Money of Madras which Sum he the said Veerappa Chitty
thereby engaged to repay him the said Maury Chittyar 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 and according to the Laws and
Customs of such Hindoo Natives in that behalf of the said
Veerappa Chitty became liable to pay to the said Maury
Chittyar the said Sum of Money and Interest in the said
Note Specified according to the Tenor and effect of the said
Note and being so liable he the said Veerappa Chitty
in Consideration thereof afterwards to wit on the
day and year aforesaid at

aforesaid undertook and then and there faithfully promised the said Maury Chittyar to pay him the said Sum of Money and Interest in the said Note Specified according to the Tenor and Effect of the said Note- And Whereas also the said Veerappa Chitty afterwards to wit on the Seventeenth day of July in the Years Year of Christ one thousand eight hundred and four at Fort Saint George Madras aforesaid was indebted to the said Maury Chittyar in the Sum of four hundred Star Pagodas of like Money by the said Maury Chittyar before that time lent and advanced to the said Veerappa Chitty and at his special instance and Request- And being so indebted he the said Veerappa Chitty 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 Maury Chittyar to pay him the said last mentioned Sum of Money when he the said Veerappa Chitty should be thereunto afterwards Requested- And Whereas also the said Veerappa Chitty afterwards to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Maury Chittyar in the further Sum of Four hundred Star Pagodas of like Current Money, for so much money by the said Maury

for the said Veerappa Chitty and at his Special instance and request - And being so indebted he the said Veerappa Chitty 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 Maury Chittyar to pay him the said last Mentioned Sum of Money when he the said Veerappa Chitty should be thereunto afterwards requested - Yet the said Veerappa Chitty 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 Maury Chittyar 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 Veerappa Chitty was requested by the said Maury Chittyar to wit on the same day and year last aforesaid and afterwards to wit at Fort Saint George Madras aforesaid) But the said Veerappa Chitty to pay the same or any of them or any part thereof to the said Maury Chittyar hath hitherto wholly refused and still doth refuse To the Damage of the said Maury Chittyar of Four hundred Star Pagodas and therefore he brings Suit &c

Plea
filed the 25th
Sept. 1804.

And the said Verappa Chitty by Townes Disney his attorney Comes and defends the wrong and injury when &ca and Says that he did not undertake or promise in manner and form as the said Maury Chittyar hath above thereof Complained against him, and of this he puts himself upon the Court -

Replication
& Issue
filed the 26th
Sept. 1804 -

And the said Maury Chittyar as to the said Plea of the said Verappa Chittyar by him above pleaded and whereof he hath put himself upon the Court he the said Maury Chittyar doth the like &c

And now in this Fourth Term that is to say on the second day of October in the year one Thousand eight Hundred and four to which day was given as well to the said Maury Chittyar as to the said Verappa Chitty to inform the Court of the premises 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 Verappa Chitty did undertake and promise in manner and form as the said Maury Chittyar hath in his said Plaint in that behalf therein alledged and assess the Damages of the said Maury Chittyar

on Occasion of the Premises besides his Costs and Charges by him about his Suit in this behalf Expended to Two Hundred and Twelve Pagodas Forty four Fanams and thirty nine Cash - Therefore it is Considered that the said Maury Chittyar do recover against the said Veerappa Chitty his Damages aforesaid in Form aforesaid assessed and also one Hundred and twenty nine Pagodas and forty one Fanams for his said Costs and Charges by the said Court now here adjudged to the said Maury Chittyar with his assent which said Damages Costs and Charges in the whole amount to Three Hundred and forty two Pagodas forty Fanams and thirty nine Cash and the said Veerappa Chitty in mercy -

Judgment signed for the Plaintiff the nineteenth day of march 1805.

mercy

And thereupon the said Maury Chitty by Robert Orme 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 Houses, Lands, debts and other Effects which belong to the said Veerappa Chitty the Sum of three hundred and forty two Pagodas, forty Fanams and thirty nine Cash - and it is granted unto him returnable here on the second day of may next -

Writ of Execution issued the 2d April 1805 -

Pleas before the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights and Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the first Term in the year of our Lord one thousand eight Hundred and five -

Fort St. George Madras — } to wit } Anicattoochary Annausawmy Moodaliar of Madras puts in his place Emanuel Samuel and Daniel Neale his attorney against Poorushotam Raumalingaya in a Plea of Trespass on the case -

Fort St. George Madras — } to wit } The said Poorushotam Raumalingaya puts in his place Robert Orme his attorney at the Suit of the said Anicattoochary Annausawmy Moodeliar in the Plea aforesaid -

Anicattoochary

Fort St. George Madras — } to wit } Be it remembered that on the Seventh day of December 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 Anicattoochary Annausawmy Moodeliar by Emanuel Samuel and Daniel Neale his attornies and brought into the said Court then here his Certain Plaint

Plaint in assumpsit filed 7. Dec.r

wit John Doe and Richard Roe which said Plaint follows in these words - that is to say - Madras to wit Anicattoochary Annaswamy Moodelliar of madras by Emanuel Samuel and Daniel Neale his attornies Complains of Pooroshotam Raumalingaya 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 the said Pooroshotam Raumalingaya on the fifth day of April in the year of Christ one thousand eight hundred and four to wit at Madras aforesaid and then and there delivered the same Instrument in writing to the said Anicattoochary Annaswamy by which said Instrument in writing the said Pooroshotam Ramalingaya acknowledged that on the day of the making thereof he had in consequence of his urgent occasion borrowed and received of the said Anicattoochary Annaswamy the Sum of one thousand Star Pagodas Current money of Madras and did thereby engage to pay to the said Anicattoochary annaswamy the same Sum with all such Interest as should or might become due thereon at the rate of Twelve per Cent per annum by different payments (that is to say) one Moiety in three Months Commencing from the day of the date of the said Bond and the other Moiety in the Space of three

after that time, By means whereof the said Poorusho=
=tam Raumalingaya became liable to pay to the said
Anicattoochary Annauswamy 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 Pooroshotam Raumalingaya 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 Anicattoochary
Annauswamy 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 Pooroshotam Raumalingaya afterwards
to wit on the first day of December in the year of Christ
one thousand eight hundred and four aforesaid at Madras
aforesaid was indebted to the said Anicattoochary Annauswamy
in the Sum of Two thousand Star Pagodas of the Current money
of Madras for Money by the said Anicattoochary Annauswamy
before that time lent and advanced to the said Poorusho
=tam Raumalingaya and at his Special instance and
Request - And being so indebted he the said Poorusho=
=tam Raumalingaya in Consideration thereof afterwards
to wit on the same day and year last aforesaid at

promised the said Inicattoochary annausawmy to pay him the said
last Mentioned Sum of Money when he the said Poorushotam Raumalingaya
should be thereto afterwards requested - And Whereas
the said Poorushotam Raumalingaya afterwards to wit on the
same day and year last aforesaid at Madras aforesaid accounted
with the said Inicattoochary annausawmy of and Concerning
divers other Sums of Money before that time due and owing
from the said Poorushotam Raumalingaya to the said Inicattoo-
-chary annausawmy and then being in arrear and unpaid and upon
that accounting the said Poorushottom Raumalingaya was then
and there found to be in arrear and indebted to the said Inicatto-
= chary annausawmy in the further Sum of Two thousand Star
Pagodas of the like Current money of Madras and being so
found in arrear and indebted he the said Poorushotam
Raumalingaya 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
Inicattoochary annausawmy to pay him the said last mentioned
Sum of Money when he the said Poorushotam Raumalingaya
should be thereto afterwards requested - Yet the said
Poorushaetom Raumalingaya 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
Inicottoochary annausawmy in this behalf hath not

the said Several Sums of Money or any or either of them or any part thereof to the said Anicattoochary annausawmy although so to do the said Poorushotam Raumalingaya was requested by the said Anicattoochary annausawmy aforesaid to wit on the same day and year last aforesaid and at sundry times afterwards at Madras aforesaid But to pay the same or any part thereof to the said Anicattoochary annausawmy the said Poorushotam Raumalingaya hath hitherto wholly refused and still doth refuse to the damage of the said Anicattoochary annausawmy of Two thousand Star Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the vacation after the said Fourth Term that is to say on the Twenty Sixth day of the said Month of December until which day the said Poorushotam Raumalingaya had leave to imparl to the said Plaints and then to answer the same came as well the said Anicattoochary Annausawmy Modaliar by his said attorney as the said Poorushotam Raumalingaya by Robert Orme his attorney and the said Poorushotam Raumalingaya comes and defends the wrong and injury when &c and says that he did not undertake and promise in Manner and form as the said Anicattoochary Annausawmy Modaliar hath above thereof complained against him - And of this he puts himself on the Court &c And the said Annasawmy doth the like - And upon the Issue so as aforesaid

Imparlance

Plea filed 26th December 1804.

Issue Joined

joined between the said Parties a day is given to them to come before the Court of our Lord the King here to hear the Judgment of the Court of and upon the premises -

And which day (being the Sixteenth day of February in this Term before the Justices of His Majesty's Court here Comes as well the said Anicattoochary Annausawmy as the said Poorushotam Raumalingaya by their respective attornies aforesaid whereupon the said Justices having Examined and considered the several allegations of the said Parties and the depositions of the Witnesses adduced and Sworn do find and pronounce that the said Poorushotam Raumalingaya did undertake and promise in manner and form as the said Anicattoochary Annausawmy hath above thereof Complained against him and that the said Anicattoochary Annausawmy hath sustained Damages by occasion of the Nonperformance by the said Poorushotam Raumalingaya of his several promises and undertakings in the said Plaint mentioned to the sum of Five hundred and Eighty Star Pagodas besides his Costs and Charges by him about his Suit in this behalf Expended - This said Court doth therefore adjudge award and order with the assent of the said Anicattoochary Annausawmy that the said Anicattoochary Annausawmy do recover against

Judgment signed for the Plaintiff the 19th March 1805

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Supreme Court

First & Second Terms 1805

Record of Judgments

Roll 5

against the said Poomoshotam Raumalingaya his
damages aforesaid to the said Sum of Five Hundred
and eighty Star Pagodas and also ninety eight
Star Pagodas and thirty nine Fanams for his
said Costs and Charges - which Damages Costs
and Charges amount in the whole to the Sum
of Six Hundred and Seventy eight Star Pagodas
and thirty nine Fanams - and the said Poomoshotam
Raumalingaya in Mercy &c

Mercy

Second Term 1805.

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Pleas before the Honble Sir Henry Gwillim Knight, First Puisne Justice, and the Honble Sir Benjamin Sulivan 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 five

Fort St George, Madras ... } Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Halyburton, John Hunter, George Hay, Thomas Darby, John King Lane, George Lys, Sarquis Sater, John de Monte, Thomas Chase, John Chinnery John Mac Douall, Edward Watts, Gilbert Ricketts, John Robert Dennison, Adrian De Fries, John De Fries, Lewis De Fries, Chinniah Moodelliar, Moonneya Pillay, Andrew Berry John Hughes J.L. Pauchaud, a. Hervey Valapah, Sabaulady made pau Kow Verdarajah Moodelliar, Chocapah Annachella chitty, Yagambrum, Soobaraya Sawmy Chitty and Colla Rawanapah chitty Sperk in their place Emanuel Samuel their attorney against John Kenworthy in a Plea of Trespass on the case upon Promises -

Fort St George, Madras ... } The said John Kenworthy puts in his place Charles Walters his attorney at the suit of the said Oliver Colt, Joseph Baker, William Hart Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Halyburton, John Hunter, George Haly Thomas Darby John King Lane, George Lys, Sarquis Sater John De Monte, Thomas Chase, John Chinnery John Mac Douall, Edward Watts, Gilbert Ricketts, John Berry, Robert Dennison, Adrian De Fries, John De Fries, Lewis De Fries, Chinniah Moodelliar, John

Andrew Berry, John Hughes J. L. Faucheur, A. Henry, Valapah Sabaubady Madepaulom Verdarajah Moodelliar, Chocapah Arnachella Chittyar, Yagambrum, Soobaroya Sawmy Chitty and Colla Ramanapah 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 Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Halyburton, John Hunter, George Way, Thomas Parry, John King Lane, George Lys, Sarquies Sahur, John De Monte, Thomas Chase, John Chinnery, John MacDonall Edward Watts, Gilbert Ricketts, John Binny, Robert Dennison, Adrian De Fries, John De Fries, Lewis De Fries Chinnaih Moodelliar, Moonnuya Pillay, Andrew Berry, John Hughes, J. L. Faucheur, A. Henry, Valapah, Sabaubady Madepaulom Verdarajah Moodelliar Chocapah arnachella Chittyar, Yagambrum Soobaroya Sawmy Chitty and Colla Ramanappa Chitty by Emanuel Samuel their attorney and brought into the same Court then here their Certain Plaints against John Kenworthy being a British Subject and 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 upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaints follows in these words,

Plaint in assumpsit filed 10th Feby 1804

That is to say, Madras to wit - Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh William

Second Term 1805.

William Douglas Brodie, George Halyburton, John Hunter George Way, Thomas Parry, John King Lane, George Lys Sargues Satur, John De Monte, Thomas Chase, John Chinnery Benny Robers Dennison, Adrian De Fries, John DeFries Lewis De Fries Chinniah Moodelliar Moonneya Pillay, Andrew Berry, John Hughes J. L. Pauchaud, A Hervey, Valapah Sabauhady Madepaulom Verdarajah Moodelliar, Chocapah Arnachella Chittyar, Yagambrum Sadharaya, Sawmy Chitty, and Colla Ravanapah Chitty by Emanuel Samuel their attorney Complain of John Kennworthy being a British Subject and an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court For that whereas the said John Kenworthy on the Ninth day of September in the year our Lord one thousand eight hundred and three to wit at Madras made his Certain Note in writing commonly called a Promissory Note his own proper hand being thereunto Subscribed and bearing date the same day and year aforesaid - and then and there delivered the said Note to one Charles Walkers By which said note the said John Kenworthy two months after the date thereof promised to pay to the said Charles Walkers (by the Name and addition of Charles Walkers Esqr) or his Order the Sum of Five thousand five hundred Pagodas Value Received - and the said Charles Walkers to whom or to whose Order the payment of the said Sum of mone-

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in the said Note Specified was by the said Note to be made after the Making of the said Note and before the Payment of the said Sum of Money therein Mentioned to wit on the same day and Year aforesaid at Madras aforesaid indorsed the said Note his own proper hand being to such indorsement subscribed and by that indorsement ordered and appointed the said Sum of Money in the said Note Specified to be paid to the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Lullah, William Douglas Brodie George Halyburton John Hunter, George Hay, Thomas Parry, John King Lane, George Lys, Sargius Sabur, John de Monte, Thomas Chase, John Chinnery, John MacDowall, Edward Watts, Gilbert Ricketts, John Berry, Robert Dennison, Adrian De Fries, John De Fries, Lewis de Fries Chinniah Moodelliar, Moonneya Pillay Andrew Berry, John Hughes, J. L. Faucheur. A Berney, Kalapah, Sabanhady, Madepanhom Aerdarajah Moodliar Chocapah Annachella Chittyar, Jagambrum, Soobaraya Sawmy Chitty, and Colla Ravahapah Chitty, and then and there delivered the said Note so indorsed as aforesaid to the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Lullah, William Douglas Brodie, George Halyburton John Hunter, George Hay, Thomas Parry, John King Lane, George Lys, Sargius Sabur, John De Monte, Thomas Chase, John

Second Term 1805

Chinnery, John Mac Douall, Edward Watts, Gilbert Ricketts, John Binny, Robert Dennison, Adrian de Fries, John De Fries, Lewis de Fries, Chinniah Modelliar, Moonneya Pillay, Andrew Berry, John Hughes I. L. Faucheux, a Hervey, Valapah, Sabanbady Madepanhom Verdarajah Modelliar Chocapah arnachella Chettyar, Yagambrum, Soobaroya Sawmy Chitty and Colla Rawanapah Chitty of which indorsement so made on the said Note as aforesaid the said John Kenworthy afterwards to wit on the same day and year aforesaid at Madras aforesaid had Notice By Means whereof and by force of the Statute in such Case made and provided the said John Kenworthy became liable to pay to the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tullah, William Douglas Brodie George Baylyburton, John Hunter, George Ray Thomas Parry, John King Lane, George Lys, Sarques Sater John De Monte, Thomas Chase, John Chinnery, John Mac Douall Edward Watts, Gilbert Ricketts, John Benny, Robert Dennison, Adrian De Fries John De Fries, Lewis De Fries, Chinniah Modelliar, Moonneya Pillay, Andrew Berry, John Hughes, I. L. Faucheur, a Hervey, Valapah Sabanbady, Madepanhom Verdarajah Modelliar, Cho

Arnachella Chittyar, Yagambrum Soobaroya Sawmy Chitty
and Colla Ravanapah Chitty, the said Sum of Money in
the said Note Specified according to the Tenor and Effect
of the said Note and of the said indorsements so made
thereon as aforesaid and being so liable he the said
John Kenworthy 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 Oliver Colt, Joseph Baker, William Hart
Gilbert Geddes Richardson, John Tulloh, William
Douglas Brodie, George Halyburton, John Hunter
George Hay, Thomas Parry, John King Lane, George
Lys, Sarquis Salur, John De Monte, Thomas Chase
John Chinnery, John MacDouall, Edward Watts, Gilbert
Ricketts, John Binny, Robert Dennison, Adrian De
Fries, John De Fries, Lewis De Fries, Chinniah
Moodelliar, Moonnya Pillay, Andrew Berry, John Hughes,
J. L. Faucheur, a. Hervey, Calapah
Sabaehady, Madepauckom Verdarajah Moodelliar, Chocapah
Arnachella Chittyar, Yagambrum, Soobaroya, Sawmy Chitty and
Colla Ravanapah Chitty to pay them the said Sum of
Money in the said Note Specified according to the Tenor
and effect of the said Note and of the said indorsements so
made thereon as aforesaid - And Whereas the said John
Kenworthy on the Second day of January in the year of our
Lord one thousand eight hundred and four at Madras
aforesaid

aforesaid was indebted to the said Oliver Colt, Joseph
Baker, William Hart, Gilbert Geddes Richardson,
John Tulloh, William Douglas Brodie, George Haliburton
Lane, George Lys, Sarquis Satur, John de Monte
Thomas Chase, John Chinnery, John Mac Donall
Edward Watts, Gilbert Ricketts, John Binny, Robert
Dennison, Adrian De Fries John De Fries, Lewis
De Fries Chinniah Moodelliar, Moonneya Pillay,
Andrew Berry, John Hughes, J. L. Faucheur,
a Berney, Valapah Sahaubady, Madepaukom Verda=
=rajah Moodelliar, Chocapah Arnachella Chittyar,
Yagambrum, Soobaraya, Sawmy Chitty and Calla Ramana=
=pah Chitty, in the Sum of Ten Thousand Star Pagodas
of the Current Money of Madras, for Money by the
said Oliver Colt, Joseph Baker, William Hart, Gilbert
Geddes Richardson, John Tulloh, William Douglas
Brodie, George Haliburton, John Bunter, George Day
Thomas Parry, John King Lane, George Lys, Sarquis
Satur, John De Monte Thomas Chase, John Chinnery
John Mac Donall, Edward Watts, Gilbert Ricketts
John Binny, Robert Dennison, Adrian De Fries John
De Fries, Lewis de Fries Chinniah Moodelliar
Moonneya Pillay Andrew Berry, John Hughes, J
L. Faucheur, a Berney, Valapah, Saha=
=bady, Madepaukom Verdarajah Moodeliar, Chocapah
Arnachella Chittyar Yagambrum, Soo

and Calla Ravanapah Chitty before that time laid out
Expended and paid for the said John Kenworthy and at
his Special instance and request. And being so
indebted he the said John Kenworthy in Considera-
tion thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid, undertook
and then and there faithfully promised the said Oliver
Colt, Joseph Baker, William Hart, Gilbert
Geddes Richardson, John Tullah, William Douglas
Mackie George Balyluxton, John Bunker, George
Hay, Thomas Parry, John King Lane, Georges Lys
Sarquis Salter John De Monte Thomas Chase
John Chimery, John MacDonall, Edward Watts,
Gilbert Ricketts, John Benny, Robert Dennison,
Adrian De Fries, John De Fries Lewis De Fries
Chimiah Moodeliar, Maonneya Pillay Andrew
Berry, John Hughes, J. L. Faucheur
a Herny, Valapah, Sabanaby Madepaukom
Venkarajah Moodeliar Chocapah annachella Chittyar,
Yagambrum, Soobaraya Sawmy Chitty and Calla Ravana-
pah Chitty to pay them the said last Mentioned
Sum of Money when he the said John Kenworthy should
be thereto afterwards requested - And Whereas the
said John Kenworthy afterwards to wit on the same
day and year last aforesaid at Madras aforesaid

aforesaid undertook and then and there faithfully promised to the said Oliver Coll, Joseph Baker William Hart, Gillers Geddes Richardson, John Tulloh William Douglas Brodie, George Halyburton, John Hunter, George Hay, Thomas Davey, John King Lane, George Lys, Sanguis Saher, John De Moole Edward Watts, Gilbers Ricketts, John Binny, Robert Dennison, Adrian De Fries, John De Fries, Lewis De Fries, Shimiah Moodelliar, Moonneya Pillay, andrew Berry, John Hughes, J. L Fauchier, a Kenny Valapah, Sabauhady Madepaulkon Verdarajah Moodelliar Chocapah Chitty and Calla Kahanapah Chitty, to pay them the said last mentioned Sum of Money when he the said John Kenworthy should be thereto afterwards requested - Yet the said John Kenworthy not Regarding his said Several promises and undertakings but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Oliver Coll Joseph Baker, William Hart, Gillers Geddes Richardson John Tulloh, William Douglas Brodie George Halyburton, John Hunter, George Hay, Thomas Davey

Lane, George Lys, Sarquis Saker, John De Monte
Thomas Chase, John Chimnery, John MacDonall
Edward watts, Gilbert Ricketts, John Binny Robert
Dennison, Adrian De Fries, John De Fries,
Lewis De Fries Chinniah Moadelliar, Moonneya
Pillay andrew Berry, John Hughes Esq. & Fauchenr, a
Kervey Valapah Sabanhady,
Madepaukom Verdarajah Moadelliar, Chocapah
Arnachella Chittyar, Yagambrum, Soobaraya
Sawmy Chitty and Calla Ravanapah Chitty 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 Oliver Coll, Joseph Baker, William
Hart, Gilbert Geddes Richardson, John Tullok
William Douglas Brodie, George Baly Burton
John Hunter, George Bay, Thomas Barry,
John King Lane, George Lys, Sarquis Saker,
John De Monte, Thomas Chase, John Chimnery
John MacDonall Edward watts, Gilbert
Ricketts, John Binny, Robert Dennison, adrian
De Fries, John De Fries, Lewis De Fries,
Chinniah Moadelliar Moonneya Pillay, andrew
Berry, John Hughes, Esq. & Fauchenr
Kervey, Valapah Sabanhady Madepau=
=Kom Verdarajah moadelliar, Chocapah
Arnachella Chittyar, Yagambrum, Soobaraya

Sawmy Chitty and Calla Ramanapah Chitty or to any or either of them (although saving to the said John Kenworthy was requested by the said Oliver Colt, Joseph Baker William Hart, Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Halyburton John Hunter, George Ray, Thomas Parry, John King Lane, George Lys Sarguis Saber, John De Monte, Thomas Chase, John Chinnery, John Mac Douall, Edward Watts, Gilbert Ricketts John Binny Robert Dennison, adrian De Fries John De Fries, Lewis De Fries, Chinniah Moodelliar Moonneya Pillay andrew Berry, John Hughes, L. L. Faucheur, a Berry, Valapah Sabaubady Madepaukom Verdarajah Moodelliar Sochanaya, Sawmy Chitty, and Calla Ramanapah Chitty 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 Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson John Tulloh William Douglas Brodie George Halyburton, John Hunter, George Ray Thomas Parry, John King Lane, George Lys Sarguis Saber, John De Monte, Thomas

Gilbert Ricketts, John Binny, Robert Dennison adrian
De Fries, John De Fries, Lewis De Fries, Chinniah
Modellier Moonneya Pillay, andrew Berry, John Hughes
I L Fauchenr, a Hervey Valapah
Sahaubady Madapaukum Verdarajah Maadellian
Chocapah Arnachella Chittyar Yagambrum
Saharaya Sawmy Chitty and Calla Ravanapah
Chitty, the said John Kenworthy hath hitherto
wholly refused and still doth refuse to the
damage of the said Oliver Coll, Joseph Baker
William Hart, Gilbert Giddes Richardson
John Tulloh, William Douglas Mackie, George
Halyburton, John Hunter, George Hay, Thomas
Parry, John King Lane, George Lys Sarquis
Salter, John De Monte, Thomas Shaxe
John Chinneny John Mac Donall Edward Watts,
Gilbert Ricketts, John Binny, Robert Dennison
Adrian de Fries, John De Fries Lewis de
Fries Chinniah modellier, Moonneya Pillay
andrew Berry, John Hughes, I L
Fauchenr a Hervey, Valapah, Sahaubady
Madapaukom Verdarajah Maadellian, Choca
=pah arnachella Chettyar Yagambrum
Saharaya Sawmy Chitty and Calla Ravana=
=pah Chitty of Ten thousand Star Pagodas
and Morefore they bring their Suits &c=

And

And Now at this day that is to say on the twenty first day of March in this Term until which day the said John Wentworthy had leave to imparl to the said Plaint of the said Oliver Colt, Joseph Baker, William Hart Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Halyburton, John Hunter, George Hay, Thomas Parry, John King Lane, George Sargues Salur, John De Monte, Thomas Chase, John Chinnery, John Mac Donall, Edward Watts, Gilbert Ricketts, John Binny, Robert Dennison, Arian de Fries, John de Fries, Lewis de Fries, Chinniah Modellier, Mooneya Pillay, Andrew Berry, John Hughes, I. L. Faucheur A. Kerwey Chocapah Amachella Chittyar Jagambrum, Soolearaya Sawmy Chitty and Colla Rawanapah Chitty and then to answer the same &c as well the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Halyburton, John Hunter, George Hay, Thomas Parry, John King Lane, George Lys, Sarquis Salur, John de Monte, Thomas Chase, John Chinnery, John Mac Donall, Edward Watts, Gilbert Ricketts, John Binny, Robert Dennison, Arian de Fries, John De Fries, Lewis De Fries, Chinniah Modellier, Mooneya Pillay, &c

Cognovit filed 26th March 1805.

Berry, John Hughes & L. Faucheur, A. Hervey Valapah Sabanady Madepaulkom Verdarajah Modelliar, Chocapah Arnachella Chitty Yagambrum Sooharaya Sawmy Chitty and Cotta Rawandpah Chitty by their said attorney as the said John Kenworthy by Charles Walters his attorney do come before the Court here - And the said John Kenworthy defends the wrong and injury when &c - And says that he cannot deny the said action of the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh William Douglas Brodie, George Halyburton, John Hunter, George Hay, Thomas Parry, John King Lane, George Lys, Sarguies Sabur, John De Monte, Thomas Chase, John Chinnery John MacDouall, Edward Watts, Gilbert Ricketts John Berry, Robert Dennison, Adrian De Fries, John De Fries, Lewis De Fries, Chinniah Modelliar Mooneya Pillay, Andrew Berry, John Hughes, L. L. Faucheur, A. Hervey, Valapah, Salamlady, Madepaulkum Verdarajah Modelliar Chocapah Arnachella Chitty, Yagambrum Sooharaya Sawmy Chitty, and Calla Rawandpah Chitty - Now but that the said John Kenworthy did undertake and promise in manner and form as the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Halyburton

Haliburton, John Hunter, George Hay, Thomas Parry, John King Lane, George Lyt, Sarquis Satur, John Demonke, Thomas Chase, John Chinnery, John MacDouall, Edward Watts Gilbert Ricketts, John Benny, Robert Dennison, Adrian De Fries, John De Fries, Lewis De Fries, Chinniah Moodelliar, Mooneya Pillay, Andrew Berry, John Hughes, J. L. Faucheux, A. Hervy, Valapah, Sabaubady, Madepaukom Verdarajah Moodelliar Chocapah Arnachella Chittyar Yagambrum Soobaroya, Sawmy Chitty and Colla Ravanapah Chitty have above thereof complained against him - Now Know Ye that the said Oliver Coke, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Lucock, William Douglas Mackie, George Haliburton, John Hunter, George Hay, Thomas Parry, John King Lane, George Lyt Sarquis Satur, John Demonke, Thomas Chase, John Chinnery, John MacDouall, Edward Watts, Gilbert Ricketts, John Benny, Robert Dennison, Adrian De Fries, John De Fries, Lewis De Fries Chinniah Moodelliar, Mooneya Pillay, Andrew Berry, John Hughes, J. L. Faucheux, A. Hervy Valapah, Sabaubady, Madepaukom Verdarajah Moodelliar Chocapah Arnachella Chittyar, Yagambrum Soobaroya, Sawmy Chitty and Colla Ravanapah Chitty have sustained damages on occasion of the not performing the said promises and undertakings of the said John Kenworthy in the said Plaint mentioned to

Thousand Seven hundred and Sixty Pagodas and Seventeen Fanams (Parcel of the damages in the said Plaint alledged besides their Costs and Charges by them about their suit in this behalf Expended — And thereupon the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Balyburton John Hunter George Hay, Thomas Parry, John King Lane, George Lys Sargies Saker, John De Monte, Thomas Clase, John Chinnery, John MacDonall Edward Wall Gilbert Ricketts, John Benny, Robert Dennison Adrian De Fries, John De Fries, Lewis De Fries Chinniah Moodelliar, Mooneya Pillay, Andrew Berry, John Hughes, L. L. Faucheur, A Hervey, Velapah, Sabanadoy Madepan Kom Verdarajah Moodelliar Chocapah Amachella Chittyar, Yagambrum Soobaraya Sawmy Chitty and Colla Ramanapah Chitty (Relinquishing the residue of the damages which are alledged Due and by their said Plaint to have been sustained) pray Judgment and their damages so acknowledged together with their said Costs and Charges to be adjudged to them &c Therefore it is Consi=dered that the said Oliver Colt, Joseph Baker, William Hart, Gilbert Geddes Richardson, John Tulloh, William Douglas Brodie, George Balyburton, John Hunter

Judgment by Confession signed for the Plaintiffs the 26th of March 1805 —

Hunter, George Hay, Thomas Parry John King Lane, George
Lyt, Sarquis Saher, John De Monte, Thomas Chase,
John Chinnery, John Mac Douall Edward Watts, Gilbers
Ricketts John Binny, Robert Dennison, Adrian De
Fries John De Fries, Lewis De Fries, Chinniah
Modelliar Mooneya Pillay Andrew Berry John Hughes
J. L. Faucheur A[illegible] Kerwey Vealapah
Sabanbady Madepan Kom Verdarajah Moodelliar
Chocapah Arnachella Chittyar, Yagam Veeren Soobaraya
Sawmy Chitty and Colla Ramanapah Chitty Do
recover against the said John Kenworthy their damages
aforesaid to the said Sum of Five Thousand Seven Hundred
and Sixty Pagodas and Seventeen Fanams in form
aforesaid acknowledged and also Seventy five
Pagodas and thirty two Fanams for their said
Costs and Charges by the Court here adjudged
to the said Oliver Colt Joseph Baker, William
Burt, Gilbert Geddes Richardson John Tullah
William Douglas Brodie, George Haliburton,
John Hunter, George Hay, Thomas Parry, John
King Lane, George Lyt, Sarquis Saher John
De Monte, Thomas Chase, John Chinnery,
John Mac Douall Edward Watts Gilbers
Ricketts, John Binny, Robert Dennison
Adrian De Fries, John De Fries, Lewis

De Pries, Chinniah Moodelliar, Mooneya Pillay,
Andrew Berry, John Hughes & L. L. Touchem
& Henry, Valapah Chaubady Mahepaukom
Verdarajah Moodeliar, Chocapah arnachella
Chettyar, Yogambrum Soobaraya Sawmy Chitty
and Calla Ravanapah Chitty and by their
agents which said damages costs and
charges amount in the whole Five Thousand
eight Hundred and thirty six Pagodas and
four Fanams - and the said John Kenworthy
in Mercy &c

mercy -

Second Term 1805

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Pleas before the Honble Sir Henry Gwillim Knight First Puisne Justice, and the Honble Sir Benjamin Sullivan 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 five -

Fort St. George Madras ... } Sanchary Rangaroy puts in his place Charles Walters and James Sutherland his attornies against Lachepoyan Cauttaummaul in a Plea of Trespass on the Case -

Fort St. George Madras ... } The said Lachepoyan Cauttaummaul puts in his place Townes Disney his attorney at the Suit of the said Sanchary Rangaroy 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 five before the said Supreme Court of Judicature at Madras came Sanchary Rangaroy by Charles Walters and James Sutherland his attorneys and brought into the said Court then there his certain Plaint against Lachepoyan Cauttaummaul 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; Fort Saint George Madras, Sanchary Rangaroy by Charles Walters

Plaint in a Trespass filed 7th Febry 1805-

and James Sutherland his attornies Complains of Lache=
=poyana Cauttammaul being an Hindoo Inhabitant
of Madras and as such a person liable to the
Jurisdiction of this Honble Court For that Whereas
the said Lachepoyana Cauttammaul heretofore to wit
on the fifteenth day of august in the Year one thousand
eight hundred and two at Madras aforesaid by
her 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 Sanchary Rangaray the
Sum of three hundred and fifty Star Pagodas
Current Money of Madras which sum the
said Lachepoyana Cauttammaul did thereby engage
to Repay in the Space of one Year from the date thereof
together with all Interest due thereon and then and there
delivered the said Note to the said Sanchary Rangaray
by Reason whereof and by force of the Laws and
Customs of the Hindoo Natives of India the
said Lachepoyana Cauttammaul became liable
to pay to the said Sanchary Rangaray the said
Sum

Pd 15

Sum of Money in the said Note Specified according to the
tenor and Effect thereof and being so liable she
the said Lachapoyana Cauttammal in Consideration
thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook
and to the said Sanchary Rangaray then and there
faithfully promised to pay him the said Sum of
Money in the said note Specified according to the
tenor and Effects thereof And Whereas the said
Lachepoyana Cauttammaul afterwards to wit on
the same day and year aforesaid at Madras aforesaid
was indebted to the said Sanchary Rangaray in other
Sum of Sixe Hundred Pagodas Current Money of
Madras for so much money by the said Sanchary
Rangaray before that time lent and advanced to
the said Lachepoyana Cauttammaul at her Special
instance and Request and being so indebted she the
said Latchepoyana Cauttammaul in Consideration
thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook
and to the said Sanchary Rangaray then and there
faithfully promised to pay him the said last
mentioned Sum of Money when she the said

Supreme Court

Second Term 1805

Record of Judgments

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Lachepoyana Cauttammaul should be thereto afterwards
Requested - And Whereas the said Lachepoyana
Cauttammaul afterwards to wit on the same day and
Year aforesaid at Madras aforesaid was indebted to
the said Sanchany Rangaroy in other Sum of Six
hundred Pagodas Current Money aforesaid for so
much Money by the said Sanchany Rangaroy before
that time laid out Expended and paid for the said
Lachepoyana Cauttammaul at Her like Special
instance and Request and being so indebted she
the said Lachepoyana Cauttammal in Consideration
thereof afterwards to wit on the same day and Year
aforesaid at Madras aforesaid undertook and to the
said Sanchany Rangaroy then and there faithfully
promised to pay him the said last Mentioned
Sum of Money when she the said Lachepoyana
Cauttammaul should be thereto afterwards Requested -
And Whereas the said Lachepoyana Cauttammaul
afterwards to wit on the same day and year aforesaid
at Madras aforesaid accounted with the said Sanchany
Rangaroy of and Concerning diverse other Sums of Money
before that time due and Owing from the said Lachepoyana

Cauttammaul and then being in arrear and unpaid upon which said account the said Lachepoyana Cauttammaul was then and there found in arrear and indebted to the said Sanchany Rangaroy in another large Sum of Money to wit the Sum of other six hundred Pagodas Current Money aforesaid and being so found in arrear indebted she the said Lachepoyana Cauttammaul in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Sanchany Rangaroy there and there faithfully promised to pay him the said last Mentioned Sum of Money when she the said Lachepoyana Cauttammaul should be there to afterwards Requested Yet the said Lachepoyana Cauttammaul not Regarding her said Several promises and undertakings so by her made as aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Sanchany Rangaroy in this behalf hath not as yet paid the said Several Sums of Money or any part thereof to the said Sanchany Rangaroy altho often Requested so to do) but she to do this hath hitherto wholly refused and still doth refuse to the

damage

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damage of the said Sanchary Rangaray of six hundred Star Pagodas and therefore he brings Suit &c

And now at this day that is to say on the Nineteenth day of February in the First Term in the Year of our Lord one thousand eight hundred and Five the said Lachepoyna Cauttammanel in her own proper person Comes and defends the wrong and Injury &c and says that she Cannot deny the said action of the said Sanchany Rangaray nor but that the said Lachepoyna Cauttammanel did Undertake and promise in Manner and form as the said Sanchany Rungaray hath above thereof Complained against her nor but that the said Sanchany Rungaray hath sustained Damages by Reason of the not performing the said several promises and undertakings to Four hundred and fifty five Star Pagodas parcel of the said Sum of Six hundred Star Pagodas as the said Sanchany Rungaray hath in his Declaration above supposed - and thereupon the said Sanchany Rungaray prays that the said damages so acknowledged together with his Costs and Charges laid out by him

Cognovit filed the 18th March 1805

about his suit in this behalf may be adjudged to him

Judgment by Confession signed for the Plaintiff the 26th day of March 1805-

Therefore it is Considered that the said Sanchary Rangaroy recover against the said Lachepayna Cauttammaul his Damages so acknowledged by the said Lachepayna Cauttammaul as aforesaid and also Fifty five Star Pagodas and two Fanams for his Costs and Charges by the Court here adjudged to the said Sanchary Rungaroy and with his assent which said Damages and Costs in the whole amount to Five hundred and ten Star Pagodas and two Fanams and the said Lachepayna Cauttammaul in mercy &c

mercy

And thereupon the said Sanchary Rangaroy by James Sutherland 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 Houses, Lands, Debts and other Effects which belong to the said Lachepayana Cauttammaul the Sum of five hundred and ten Pagodas and two Fanams - and it is granted unto him returnable here on the Twenty Sixth day of April next

Writ of Execution issued on the 26th March 1805-

Pleas before the Honble Sir Henry Guillim Knight First Puisne Justice - and the Honble Sir Benjamin Sullivan 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 five -

Fort St. George Madras — } Vurdarajah Moodelliar puts in his place William Light his Attorney against Noongambaukum Ponappen in a Plea of Trespass on the Case -

Fort St. George Madras — } The said Noongambaukum Ponappen in his person at the Suit of the said Vurdarajah Moodelliar in the Plea aforesaid —

Fort St. George Madras — } Be it Remembered that as of the fifth day of January 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 Vardarajah Moodelliar by William Light his Attorney and brought into the said Court then here his Certain Plaint against Noongambaukum Ponappen in a Plea of Trespass on the case and there are Pledges for the Prosecution to wit John Doe and Richard

Plaint in a Sumpsit filed the 5th January 1805

Roe which said Plaint follows in these words, that
is to say, Fort Saint George Madras Vurdarajah
Moodelliar by William Light his Attorney Complains
of Noongambaukum Ponnappen being an Hindoo Inhabitant
Jurisdiction of this Honorable Court - For that whereas
the said Noongambaukum Ponappen heretofore to wit
on the Eighth day of January in the Year one Thousand
eight Hundred and Two 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 acknowledged to have borrowed and Received
of the said Vurdarajah Moodelliar the Sum of Two
Hundred and Twenty Star Pagodas Current Money
of Madras which Sum he the said Noongambaukum
Ponappen did thereby engage to repay to the said
Vurdarajah Moodelliar on the Tenth day of April
then Next with all such Interest as should on
eights become due thereon at the Rate of Twelve per
Cent per annum by means whereof and by force of
the Custom and Laws of such Hindoo Natives of
India he the said Noongambaukum Ponappen
then and there became liable to pay to the said Vurda-
rajah Moodelliar the said Sum of Money in the
said Note Specified, according to the Tenor and

of the said Note and being so liable he the said Noongam
-bauKum Ponnappen in Consideration thereof afterwards
to wit on the same day and Year aforesaid at Madras
aforesaid undertook and to the said Verdarajah Moodelliar
then and there faithfully promised to pay the said last
Mentioned Sum of Money in the said Note Specified
according to the Tenor and Effect of the said Note-

And Whereas the said Noongambau Kum Ponappen
afterwards to wit on the same day and Year aforesaid
at Madras aforesaid was indebted to the said Verda-
-rajah Moodelliar in Five hundred Star Pagodas
Current Money of Madras aforesaid for so much
Money by the said Verdarajah Moodelliar before
that time lent and Advanced to the said Noongam
bau Kum Ponappen at his Special instance and
Request and being so indebted he the said
Noongam bau Kum Ponappen 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 Verda-
-rajah Moodelliar to pay him the said last mentioned
Sum of Money when he the said Noongam bau Kum
Ponappen should be there to afterwards Requested

And Whereas also the said Noongam bau Kum
Ponappen afterwards to wit on the same

day and year aforesaid at Madras aforesaid was indebted to the said Vurdarajah Moodelliar in other Five hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Noongambaukum Ponappen before that time had and received to and for the use of the said Vurdarajah Moodelliar and being so indebted he the said Noongambaukum Ponappen 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 Vurdarajah Moodelliar to pay him the said last Mentioned Sum of Money when he the said Noongambaukum Ponappen should be thereto afterwards requested — And Whereas also the said Noongambaukum Ponappen afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Vurdarajah Moodelliar of and Concerning divers other Sums of money before that time due and owing from the said Noongambaukum Ponappen to the said Vurdarajah Moodelliar and then being in arrear and unpaid upon which said account he the said Noongambaukum Ponnappen was then and there found in arrear and indebted to the said Vurdarajah Moodelliar in another large Sum of Money

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to wit the Sum of other Five Hundred Star Pagodas of like Current Money of Madras aforesaid and being so indebted he the said Noongambaukum Ponappen 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 Vundarajah Maodelliar to pay him the said last Mentioned Sum of Money when he the said Noongambaukum Ponappen should be thereto afterwards requested Yet the said Noongambaukum Ponappen not Regarding his said Several Promises and Undertakings so made by him in this behalf as aforesaid but contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Vundarajah Maodelliar in this behalf hath not yet paid the said Several Sums of money or any part thereof to the said Vundarajah Maodelliar although so to do he the said Noongambaukum Ponappen was often requested but to do this he the said Noongambaukum Ponappen hath hitherto wholly refused and

Still

Espanke

Fiscal doth Refuse to the Damage of the said Vundara-
jah Moodelliar of Five Hundred Star Pagodas
and thereupon he brings Suit &c

And now in this First Term in the Year
one Thousand eight Hundred and Five that is to say
on the Ninth Day of February to which day
given as well to the said Noongambaukum Ponnappen and
as to the said Noongambaukum Ponnappen and
Nothing in bar or preclusion of the said action of
the said Vundarajah Moodelliar by which the said
Vundarajah Moodelliar remains therein undefended
against the said Noongambaukum Ponnappen for
which the said Vundarajah Moodelliar ought
to Recover his damages by occasion of the
premises and afterwards to wit on the Fourteenth
Day of the said Month of February in the Term
last aforesaid the said Court having deligently enquired
what damages the said Vundarajah 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 he
said Vundarajah Moodelliar hath sustained damages
by occasion of the premises over and above his Costs
and Charges to Three Hundred and four Pagodas

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and for those Costs and Charges to one hundred and fourteen Pagodas and Twenty four fanams Therefore it is Considered that the said Cundarajah Moodelliar recover against the said Moongambaukum Ponnappen 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 Four hundred and Eighteen Pagodas and Twenty four fanams and the said Moongambaukum Ponnappen in Mercy &c

Judgment signed for the Plaintiff the 29th day of March 1805 –

Mercy

And thereupon the said Cundarajah Moodelliar by William Light 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 Moongambaukum Ponnappen the Sum of four hundred and Eighteen Pagodas and Twenty four fanams and it is granted unto him returnable here on the Sixteenth day of May next –

Writ of Execution issued the 16th April 1806 –

Second Term 1805

Pleas before the Honble Sir Henry Gwillim Knight First Puisne Justice and the Honble Sir Benjamin Sullivan 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 five

Fort St. George Madras - to wit

Dasambatla Sawmiar puts in His place Emanuel Samuel and Daniel Neale his attornies against ... Pammal Vincappa Moodelliar in a Plea of Trespass on the Case -

Fort St. George Madras - to wit

She said. Pammal Vincappa Moodelliar in Person at the Suit of the said Dasambatla Sawmier in the Plea aforesaid -

Fort St. George Madras to wit

Be it remembered that on the fifth day of January in the Year of our Lord one thousand eight hundred and five as of the Fourth Term in the Year of Christ one thousand eight hundred and four before the said Supreme Court of Judicature at Madras came Dasambatla Sawmiar by Emanuel Samuel and Daniel Neale his attornies and brought into the said Court then here his certain Plaint against Pammal

Plaintiff's Assumpsit filed the 5th Day of January 1805

Ninappa Moodelliar 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 - Madras to wit Dasamhatla Sawmiar by Emanuel Samuel and Daniel Pa his Attornies Complains of Pammal Ninappa Moodelliar a Hindoo Inhabitant of Madras and as such a person Subject to the jurisdiction of this Honorable Court - For that whereas the said Ninappa heretofore to wit on the first day of October in the Year of Christ one thousand eight hundred and three 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 and bearing Date the day and Year aforesaid, and thereby delivered the same Instrument in writing to the said Sawmiar by which said Instrument in writing the said Ninappa acknowledged that on the day of the making thereof he had in consequence of his Urgent occasion borrowed and received of the said Sawmiar the Sum of Two thousand Six hundred and fifty Star Pagodas Current Money of Madras, and did thereby engage to repay to the said Sawmiar the same

same sum in the Space of one Year from the date Hereof together with all such Interest as should or might become due Hereon at the rate of Twelve per Cen[t] per Annum Commencing from the said Month by means whereof the said Vineappa became liable to pay to the said Sawmiar the said Sum of Money and interest 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 Vineappa 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 Sawmiar to pay him the said Sum of Money and interest in the said Instrument in writing Specified according to the tenor and effect of the said Instrument in writing - And the said Vineappa afterwards to wit on the first day of January in the Year of Christ one Thousand eight hundred and five at Madras aforesaid was indebted to the said Sawmiar in the Sum of Five Thousand Star Pagodas of the Current Money of Madras, for Money by the said Sawmiar before that time lent and advanced to the said Vineappa and at his Special instance and Request. And

being so indebted he the said Nineappa 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 Saumier to pay him the said last mentioned Sum of Money when he the said Nineappa should be thereto afterwards Requested - And Whereas also the said Nineappa afterwards to wit on the same day and Year last aforesaid, at Madras.

And being so indebted he the said Nineappa 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 Saumier to pay him the said last mentioned Sum of Money when he the said Nineappa should be thereto afterwards Requested - And Whereas the said Nineappa afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Saumier in the further Sum of Five Thousand Star Pagodas of the like Current Money of Madras, for Money by the said Saumier before that time laid out and Expended and paid for the said Nineappa and at his like Special instance and Request And being so indebted he the said Nineappa 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 Saumier to pay him the said last mentioned Sum of Money when he the said Nineappa should be thereto afterwards Requested - And Whereas also the said Nineapah afterwards to wit on the same day and Year last aforesaid, at Madras.

Madras aforesaid, was indebted to the said Sawmiar in the further Sum of Five Thousand Star Pagodas of the like Current Money of Madras, for Money by the said Nincappa before that time had and received to the use of the said Sawmiar - And being so indebted he the said Nincappa 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 Sawmiar to pay him the said last mentioned Sum of Money, when he the said Nincappa should be thereto afterwards requested - And whereas the said Nincappa afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Sawmiar of and Concerning divers other Sums of Money before that time due and owing from the said Nincappa to the said Sawmiar and then being in arrear and unpaid and upon that accounting the said Nincappa was then and there found to be in arrear and indebted to the said Sawmiar in the further Sum of Five Thousand Star Pagodas of the like Current Money of Madras and being so found in arrear and

indebted, he the said Vineapah in Consideration
thereof afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid under-
took and then and there faithfully promised
to the said Sawmiar to pay him the said last
mentioned Sum of Money when he the said
Vineappa should be thereto afterwards
requested — Yet the said Vineappa 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 Sawmiar 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 Sawmiar (although so to do he
the said Vineappa was requested by the
said Sawmiar 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
Sawmiar the said Vineappa hath hitherto
wholly refused and still doth refuse To
the damage of the said Sawmiar of Five Thousand

Exparte

Star Pagodas and therefore he brings his Suit &c

And Now at this day, that is to say on the second day of February in this until which day the said Nineappa had Leave to impark to the said Plaint and then to answer Reasons &c as well the said Sawmiar by his said Attorney as the said Nineappa by Townes Disney his Attorney do come before the Justices of the Court here - And the said Nineappa defends the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Sawmiar whereby the said Sawmiar remains therein undefended against the said Nineappen - And by reason whereof the said Sawmiar ought to recover against the said Nineappa his damages by occasion of the premises - And because it is alledged by the said Sawmiar and upon Examining and Considering the Depositions of witnesses concerning the premises it manifestly appears to the Court here that the said Sawmiar hath sustained damages by occasion of the premises over and above his Costs and Charges by him about his suit in this behalf Expended to the Sum of Two thousand one hundred and Sixty Seven Pagodas and thirty

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Sine fanams - The Justices of the Court of our Lord the King here Do adjudge and order that the said Sawmiar Do Recover against the said Nineappa his damages aforesaid to the said Sum of Two Thousand one Hundred and Sixty Seven Pagodas and thirty Sine fanams and also one Hundred Pagodas and thirty fanams for his said Costs and Charges by the said Court awarded to the said Sawmier and with his assent - and to be paid by the said Nineappa - which damages Costs and Charges amount to Two Thousand Two Hundred and Sixty eight Pagodas and Seventy two fanams - and the said Nineappa in Mercy &c

Mercy

Second Term 1805

Pleas before the Honble Sir Henry Gwillim Knight First Puisne Justice, and the Honble Sir Benjamin Sullivan 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 five —

Fort St George Madras } ss

John Doe, on the demise of Catoom Joseph Marooth Widow, puts in his place Townes Disney his attorney against Dishkoon Marooth Widow in a Plea of Trespass and Ejectment —

Fort St George Madras } ss

The said Dishkoon Marooth Widow puts in her place Emanuel Samuel her attorney at the Suit of the said John Doe 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 John Doe by Townes Disney his attorney and brought into the said Court then there his certain Plaint against Dishkoon Marooth 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, that is to say, Fort St George Madras } ss

Plaint in Ejectment filed 29th March 1804 —

Pon

Madras ss John Doe of Madras by Townes Disney his attorney
Complains of Dishkoon Marooth Widow, being an Inhabitant
of Madras, and as such a person liable to the Jurisdic-
-tion of this Honble Court- For that Whereas Caloom
Joseph Marooth Widow heretofore to wit on the Eighth
day of January in the Year one thousand eight Hundred and
four had demised granted and to farm let unto the
said John, Ten Messuages, Ten Cottages, Ten Stables
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 in the Black Town
within the limits of Madras - To have and to hold
the same from the said Eighth day of January in the
Year aforesaid for during and unto the full end and
Term of five years then next ensuing and fully to
be Compleat and ended, by Virtue of which said
Demise, the said John on the Ninth day of January
entered into the said premises and was possessed thereof
until the said Dishkoon Marooth afterwards to wit
on the Tenth day of January with force and arms &c
entered in the premises aforesaid with the appurtenances
in the possession of the said John, and them and there
ejected drove out and amoved the said John

from

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 of our Lord the King
and to the damage of the said John of Fifty pagodas
and therefore he brings his Suit and so forth -

Plea filed 2d April 1804

And the said Diskoon Marooth by
Emanuel Samuel her attorney Comes and Defends
the force and injury when &c and Says that She
is not guilty of the trespass and Ejectment above
laid to her charge in manner and form as
the said John Doe hath above thereof
complained against her, and of this she puts herself
upon the Court - And the said Catoom Joseph
Marooth and John Doe by Townes Disney their
attorney doth likewise -

Issue Joined

And thereupon a day is given to the Parties
to come before the Court and make their respective
Allegations and proofs of and upon the premises -

At which day being the second day of
February in this First Term comes as well the said
John Doe as the said Diskoon Marooth by their
respective attornies and the said Court having
Examined and Considered the Several allegations

of the said Parties and the Depositions of the Witnesses by the Parties respectively adduced doth find that the said Diskoon Marooth is not guilty of the Trespass and Ejectment above laid to her Charge in manner and form as the said John Doe hath above thereof Complained against her - and the Justices of the Court here do therefore adjudge order and award that the said John Doe be amerced for his false Claim against the said Diskoon Marooth and that the said Diskoon Marooth go thereof without day &c and further that the said Diskoon Marooth do recover against the said John Doe for her Costs and Charges laid out by her about her defence in this behalf the Sum of Pagodas one hundred and twenty three and Seven fanams - and that the said Diskoon Marooth have Execution thereof &c

Judgment signed for the Defendant the 30th day of March 1805-

Second Term 1805.

Pleas before the Hon^ble Sir Henry Gwillim Knight Chief Puisne Justice and the Hon^ble Sir Benjamin Sullivan Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the year of Christ one thousand eight hundred and five -

Fort St. George } John De Fries, Marepoody Vencatasawmy Naidoo
Madras to wit } and Mamapully Rungiah Naidoo surviving Executors of the last will and Testament of Mamapully Tremaliah otherwise Tremalaroy deceased put in their place Emanuel Samuel and Daniel Neale their attornies against John Malcolm in a Plea of Trespass on the case -

Fort St. George } The said John Malcolm puts in his place Robert
Madras to wit } Orme his attorney at the Suit of the said John De Fries, Marepoody Vencatasawmy Naidoo and Mamapully Rungiah Naidoo surviving Executors of the last will and Testament of Mamapully Tremaliah otherwise Tremalroy deceased in the Plea aforesaid -

Fort St. George } Be it remembered that as of the Fourth Term in the
Madras to wit } year of our Lord one thousand eight hundred and four before the Supreme Court of Judicature at Madras viz.

Supreme Court

Second Term 1805

Record of Judgments

Roll 7

John De Fries, Marepoody Venkata sawmy Naidoo and Mamma-
pully Rungiah Naidoo surviving Executors of the last will
and Testament of Mammapully Tremaliah otherwise Trema-
laroy deceased and brought into the said Court then there
their certain Plaint against John Malcolm in a Plea
of Trespass on the case - and there are pledges for the
prosecution, to wit, John Doe and Richard Roe which
Plaint in assumpsit filed 30th Novr 1804 - said Plaint follows in these words, that is to say; Madras
to wit. John De Fries Marepoody Venkata sawmy Naidoo
and Mammapully Rungiah Naidoo Surviving Executors
of the last will and Testament of Mammapully Tremaliah
otherwise Tremalaroy deceased by Emanuel Samuel
and Daniel Neale their attornies Complain of
John Malcolm Esquire a British Subject and as
such a person Subject to the Jurisdiction of this Honble
Court of a Plea of Trespass on the Case - For
that whereas the said John Malcolm on the eleventh
day of the Month of September in the year of our
Lord One Thousand seven hundred and ninety nine
to wit at Madras made his certain Note in writting
commonly called a Promissory Note his own proper
hand being thereunto subscribed and bearing date
the day and month aforesaid and then and there delivered
the said Note to the said Mammapully Tremaliah
otherwise Tremalaroy in his life time By which
said Note the said John Malcolm acknowledged
to

to owe to the said Mannapully Tremaliah Thermise
Tremalaroy (therein named Tremal Naique) a
Balance of four thousand eight hundred and fifty
One Pagodas and promised to pay the same
Balance of four thousand eight hundred and fifty
one Pagodas on demand By Means whereof
and by force of the Statute in such case made
and provided the said John Malcolm became
liable to pay to the said Mannapully Tremaliah
Thermise Tremaloy the said Sum of Money in the said
Note Specified when he the said John Malcolm
should be thereto afterwards Requested - and being so
liable he the said John Malcolm 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 Mannapully Tremaliah
Thermise Tremaloy in his life time to pay him the
said Sum of Money in the said Note Specified when he
the said John Malcolm should be thereto afterwards
Requested - and Whereas the said John Malcolm
afterwards to wit on the first day of February in the
Year of our Lord one thousand eight hundred at
Madras aforesaid was indebted to the said Manna-
pully Tremaliah Thermise Tremaloy in his life
time in the Sum of Ten thousand Star Pagodas of

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the

the Current Money of Madras for Money by the said Mamma-
pully Tremaliah otherwise Tremalray before that time
lent and advanced to the said John Malcolm and at
his Special instance and Request - and being so indebted
the said John Malcolm 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 Mamapully Tremaliah otherwise
Tremalray in his life time to pay him the said last
Mentioned Sum of money when he the said John
Malcolm should be thereto afterwards requested
and Whereas the said John Malcolm afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said Mama-
=pully Tremaliah otherwise Tremalray in his
life time in the further Sum of Ten Thousand Star
Pagodas of the like Current Money of Madras
for Money by the said Mamapully Tremaliah
otherwise Tremalray before that time laid and
Expended and paid for the said John Malcolm
and at his like Special instance and Request -
and being so indebted he the said John Malcolm
in Consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid

aforesaid undertook and then and there faithfully promised
the said Mamapully Tremaliah Otherwise Tremalray
in his life time to pay him the said last mentioned
Sum of Money when he the said John Malcolm
should be thereto afterwards Requested — and
Whereas also the said John Malcolm afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid was indebted to the said
Mamapully Tremaliah Otherwise Tremalray
in his life time in the further Sum of Ten Thousand
Star. Pagodas of the like Current money of
Madras for money by the said John Malcolm
before that time had and Received to the use
of the said Mamapully Tremaliah Otherwise
Tremalray and being so indebted he the said
John Malcolm 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 Mamapully
Tremaliah Otherwise Tremalray in his life
time to pay him the said last mentioned
Sum of money when he the said John malcolm
should be thereto afterwards Requested
and Whereas the said John Malcolm

afterwards

afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Mamapully Tremaliah otherwise Tremalray in his lifetime of and Concerning divers other Sums of Money before that time due and Owing from the said John Malcolm to the said Mamapully Tremaliah otherwise Tremalray and then being in arrear and unpaid and upon that accounting the said John Malcolm was then and there found to be in arrear and indebted to the said Mamapully Tremaliah otherwise Tremalray in the further Sum of Ten Thousand Star Pagodas of the like Current Money of Madras and being so found in arrear and indebted the said John Malcolm 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 Mamapillay Tremaliah otherwise Tremalray in his lifetime to pay him the said last mentioned Sum of Money

Money when he the said John Malcolm should be thereto afterwards Requested - Yet the said John Malcolm 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 otherwise Tremalray in his life time and the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo and also one Alexander Grant in his life time (who in his life time was also an Executor of the last will and Testament of the said Mannapully Tremaliah otherwise Tremalray deceased and who is now deceased and whom the said John De Fries, Mare=poody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo have survived) and also the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo since the death of the said Alexander Grant in this respect did not at any time in the life time of the said Mannapully Tremaliah otherwise Tremalray or at any time in the life time of the said Alexander Grant Executor as aforesaid pay nor hath he at any time since paid the said several Sums of Money or any or either

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either of them or any part thereof altho' so to do the said John Malcolm was requested by the said Maunapully Tremaliah Otherwise Tremalray in his life time to visit on the day and year aforesaid and by the said John De Fries Marepoody Vencatasawmy Naidoo, Maunapully Rungiah Naidoo and Alexander Grant in the life time of the said Alexander Grant to visit on the first day of April in the year of our Lord one thousand eight hundred. and by the said John De Fries Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo since the death of the said Alexander Grant to visit on the first day of September in the year of our Lord one thousand eight hundred and four and often afterwards to visit at Madras aforesaid But to pay the same and every part thereof he said John Malcolm hath hitherto wholly refused and still doth refuse to pay the same to the said John De Fries Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo - And Whereas the said John Malcolm afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said John De Fries, Marepoody Vencatasawmy Naidoo and Maunapully Rungiah Naidoo Executors as aforesaid of and Concerning divers other sums of Money before that time due and Owing from the said John Malcolm

to

pay

to the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors as aforesaid and then being in arrear and unpaid and upon that accounting the said John Malcolm was then and there found to be in arrear and indebted to the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors as aforesaid in the further Sum of Ten Thousand Star Pagodas of the like Current Money of Madras and being so found in arrear and indebted the said John Malcolm 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 John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors as aforesaid to pay them the said last mentioned Sum of Money when he the said John Malcolm should be thereto afterwards requested - Yet the said John Malcolm not regarding his said promise and undertaking in the last Count mentioned so by him in Manner and form aforesaid made but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully

Mannapully Rungiah Naidoo Executors as aforesaid in his behalf hath not yet paid the said Sum of Money in the last Count mentioned or any part thereof to the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors as aforesaid or to any or either of them (although so to do the said John Malcolm was requested by the said John De Fries Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors 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 John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors as aforesaid the said John Malcolm hath hitherto wholly refused and still doth refuse to the damage of the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Executors as aforesaid of Ten Thousand Star Pagodas and therefore they bring their Suit &c.

And the said John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo bring into Court here the Letters Testamentary of the said Mannapully Tremaliah Athermuse Tremalroy deceased whereby

whereby it sufficiently appears to the Court that the said John De Tries Marepoody Vencatasawmy Naidoo and Mumapully Rungiah Naidoo now are Executors of the last will and Testament of the said Mumapully Tremaliah otherwise Tremalray deceased and have the administration of all and singular the Goods, Chattels and Credits of the said Deceased in any wise belonging -

And afterwards to wit in the first Term of the present year one thousand eight hundred and five in the said Supreme Court of Judicature at Madras Bill imparl to the said Plaint and then to answer the same came as well the said John De Tries, Marepoody Vencatasawmy Naidoo and Mumapully Rungiah Naidoo surviving Executors of Mumapully Tremaliah otherwise Tremalray deceased by their attorney and the said John Malcolm by his attorney - And the said John Malcolm comes and defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the said John De Tries, Marepoody Vencatasawmy Naidoo and Mumapully Rungiah Naidoo have above thereof complained against him and of this he puts himself on the Court &c - And the said John De Tries Marepoody

Plea and Notice of Set off filed 6th Febry 1805.

Replication filed 8th February 1805 -

No 19.

Marepoody Vencatasawmy Naidoo and Munnapully
Rungiah Naidoo by Emanuel Samuel and Daniel
Neale their attornies do the like —

And thereupon a day is given to the Parties
to come before the Court and prove the allegations by
them respectively made of and upon the premises —
At which day being the Thirteenth day
of February in this First Term come as well the
said John De Fries, Marepoody Vencatasawmy Naidoo,
and Munnapully Rungiah Naidoo as the said
John Malcolm by their and his attornies and
attorney aforesaid Whereupon the said Court
having Examined and Considered the Several
allegations of the said Parties and the depositions
of the witnesses adduced by them respectively
do find That the said John Malcolm did
undertake and promise in Manner and form
as the said John de Fries, Marepoody
Vencatasawmy Naidoo and Munnapully
Rungiah Naidoo Executors as aforesaid
have above thereof complained against
him and that the said John de Fries,
Marepoody Vencatasawmy Naidoo and
Munnapully Rungiah Naidoo Executors as
aforesaid

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aforesaid Kane sustained damages by Occasion of the Non performance by the said John Malcolm of those promises and Undertakings, to the Sum of Star Pagodas Seven thousand one hundred and fifty eight, three fanams and twenty Cash besides their Costs and Charges by them about their Suit in this behalf Expended - It is therefore Adjudged and ordered by the Justices of the Court of our Lord the King here that the said John de Fries, Marepoody Vencatasawmy Naidoo and Munapully Rungiah Naidoo Executors aforesaid do recover against the said John Malcolm their damages aforesaid so as aforesaid found and also one hundred and thirty Pagodas and twenty three fanams for their said Costs and Charges by the said Justices awarded to the said John de Fries Marepoody Vencatasawmy Naidoo and Munapully Rungiah Naidoo and with their assent and to be paid by the said John Malcolm which said damages Costs and Charges amount to the Sum of Seven thousand two hundred and eighty eight Pagodas, twenty six fanams

Judgment signed for the Plaintiffs the 30th March 1805-

Sanames and twenty Cash and the said John Malcolm

mercy in mercy &c

Second Term 1805

Read before the Worble Sir Henry Gwillim Knight Chief Puisne Justice and the Worble Sir Benjamin Sullivan 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 five —

Fort St George Madras ss — } Hosea Eastgate puts in his place Townes Disney his Attorney against Charles Walters in a Plea of Debt upon Bond & Warrant of attorney to Confess Judgment —

Fort St George Madras ss — } The said Charles Walters puts in his place William Leigh his Attorney at the suit of the said Hosea Eastgate in the Plea aforesaid —

Fort St George Madras ss } Be it remembered that in the same Second Term in the same year one thousand eight hundred and five before the said Supreme Court of Judicature at Madras came Hosea Eastgate by Townes Disney his attorney and brought into the said Court then there his certain Plaint against Charles Walters in a Plea of Debt upon Bond in Judgment 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, Fort St George Madras ss Hosea Eastgate of Madras Inhabitant by Townes Disney his attorney Complains of Charles Walters being a British

Plaint in debt and warrant of attorney to Confess Judgment filed the 30th March 1805

No 20 Subject

Subject and as such a person liable to the jurisdiction of this Hon^ble Court of a Plea that he render to him the said Hosea Eastgate one thousand three hundred and ninety nine Pagodas and Five Fanams Current money of Madras which he the said Charles Walters owes to and unjustly detains from him For that Whereas the said Charles heretofore to wit on the Twenty fifth day of February in the year one thousand eight hundred and five at Madras aforesaid by his Certain writing obligatory Sealed with the Seal of the said Charles 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 Hosea in the said Sum of one Thousand three hundred and ninety nine Pagodas and Five Fanams Current money of Madras aforesaid to be paid to the said Hosea when he the said Charles should be thereunto afterwards requested Yet the said Charles although often requested to pay the same hath not yet paid the said Sum of one thousand three hundred and Ninety nine Pagodas and Five Fanams above demanded or any part thereof to the said Hosea but to pay the same or any part thereof

Thereof to the said Rosea, he the said Charles
hath hitherto wholly refused and still doth
refuse so to do, to the said Rosea Cashgate his
damage of five Hon Pagodas and therefore
he brings his Suit and so forth —

And the said Charles by his attorney
William Lights comes and defends the wrong
and injury when &c and says nothing in bar
or preclusion of the said action of the said
Rosea whereby the said Charles remains therein
undefended against the said Rosea Therefore
it is Considered that the said Rosea Recover
against the said Charles his said debt
and also the Sum of thirty nine Pagodas
and forty two Fanams for his costs and
Charges by him laid about his Suit in this
behalf by the said Court here adjudged
to the said Rosea and with his assent
And the said Charles in mercy &c

Judgment signed for the Plaintiff the 30th day of March 1805.

mercy

And thereupon the said
Rosea by Fownes Disney his attorney prays
a writ of our Lord the King to be directed
to the Sheriff of Madras to cause him to levy

No 20.

and

and make of the Houses Lands, debts and
Other Effects which belong to the said Charles
Walters the Sum of Seven Hundred and forty six
Pagodas and twenty two Fanams — and it is granted
unto Him Returnable here on the thirtieth of April
next —

Writ of Execution issued the 30th March 1805.

Second Term 1805

Read before the Honble Sir Henry Gwillim Knight First Puisne Justice and the Honble Sir Benjamin Sullivan 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 five

Fort St George Madras } Sadarungapatam Vencataroy Moodelly of Madras Inhabitant puts in his place Townes Disney his attorney against Sadasheva Moodelly also an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court in a Plea of debt.

Fort St George Madras } The said Sadasheva Moodelly puts in his place Robert Orme his attorney at the suit of the said Sadarungapatam Vencataroy Moodelly in the Plea aforesaid.

Fort St George Madras } Be it remembered that as of the first day of 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 Sadarungapatam Vencataroy Moodelly by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Sadasheva Moodelly in a Plea of debt and there are Pledges for the Prosecution to wit

Plaint in debt
filed 2d. February
1803

with John Doe and Richard Roe, which said Plaint
follows in these words, that is to say, Fort Saint George
Madras. Sadarungapatnam Vencataroy Moodelly of
Madras Inhabitant by Townes Disney his Attorney
Complains of Sadasheva Moodelly also an Hindoo
Inhabitant of Madras and as such Subject
to the Jurisdiction of this Honble Court of a Plea
that he render to him Ten Thousand Star Pagodas
Current Money of Madras which he owes
to and unjustly detains from him — For that
Whereas the said Sadasheva Moodelly heretofore
to wit on the Twenty fifth day of June in the
Year of our Lord one thousand Eight hundred and
one to wit at Madras aforesaid by a certain
writing obligatory sealed with the seal of him
the said Sadasheva Moodelly (and now here shewn
to the Court of our Lord the King) the date
whereof is the day and year aforesaid acknowledged
himself to be held and firmly bound to the
said Sadarungapatnam Vencataray Moodelly
in the Sum of ten thousand Star Pagodas to be
paid to the said Sadarungapatnam Vencataroy
Moodelly when he should be thereunto afterwards
requested Nevertheless the said Sadasheva Moodelly
although

(although often requested to pay the same) has not paid the said Sadarangapatnam Vencataray Moodelly the said Sum of Ten Thousand Star Pagodas or any part thereof but has hitherto altogether refused and doth now refuse so to do to the damage of the said Sadarangapatnam Vencataray Moodelly of Fifty Star Pagodas and therefore he brings his Suit and so forth -

And afterwards, that is to say, on

imparlance

the Ninth day of July to wit in the Vacation of the Second Term in the same year one thousand eight hundred and three until which day the said Sadasheva Moodelly had leave to imparl to the said Plaint and then to answer the same came as well the said Sadaranga= patnam Vencataray Moodelly by his attorney, as the said Sadasheva Moodelly by his attorney - and the said Sadasheva Moodelly Defends the wrong and injury when &c and Craves Oyer of the said Supposed writing obligatory, and it is read to him in these words (to wit) "Know all Men by these Presents, "that I Sadaseva Moodelly of Madras am held and "firmly bound unto Sadarangapatnam Vencataray Moodelly "of the same place in the penal Sum of ten Thousand "Star Pagodas to the payment whereof well and "truly to be made to the said Sadarangapatnam "Vencataray Moodelly or his Heirs Executors

Plea filed 12 July 1803

No 21

administrators

" Administrators or assigns - I do hereby bind myself
" my Heirs Executors and Administrators firmly
" by these presents In Witness Whereof I have
" hereunto Set my hand and Seal in Madras this
" Twenty fifth day of June in the Year of our
" Lord one thousand eight hundred and one" he
" also prays Oyer of the Recital and Condition
" in the said Supposed writing obligatory, and
" it is read to him in these words (to wit)
" Whereas the above bound Sadasiva Moodelly
" hath borrowed and Received of the above
" named Sadarangapatnam Venkatarey Moodelly
" the full and just Sum of five thousand (5000)
" Star Pagodas to run at Interest at the rate
" of Nine (9) Pagodas per Cent per annum
" payable on Demand -.

" Now the Condition of this obligation
" is such, that if the above bound Sadasiva
" Moodelly or his Heirs Executors Adminis-
" trators or assigns shall well and truly pay or
" cause to be paid unto Sadarangapatnam
" Venkatarey Moodelly or his Heirs Executors
" Administrators or assign the full and just
" Sum of Five thousand Star Pagodas together
" with such Interest as shall or may become
due

No 21.

" due Thereupon, then this obligation to be void and
" of no effect; Thereuise to Continue in full force
" and Virtue" Which being read and heard
the said Sadasheva saith that the said Venkata=
=ray ought not to have his aforesaid action
thereof against him the said Sadasheva, Because
he says, that the said supposed writing
obligatory is not his deed and of this he
puts himself upon the Court &c. And
for further Plea in this behalf the said
Sadasheva by 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 Venkataray ought
not to have his aforesaid action thereof
against him because he says, that before
and at the time of the Making of the above
mentioned supposed writing obligatory and
also before and at the time of the Making
of the unlawful wicked and Corrupt agreements
hereafter mentioned to wit, at Fort Saint George
Madras aforesaid Irreengadum Venkatachella
Maadelliar Vellaponam Veerasawmy Caotty
Maadelliar Pooducherry Aroonachella
Maadelliar

Modelliar Poongaray Canary Chittyar and Duexera
Sporam Coopoo Naig of Madras Inhabitants and
who had been employed as Bullock Masties
in the service of the united Company of Merchants
of England trading to the East Indies, had or
pretended to have certain Claims on the said
united Company touching and Concerning Certain
Bullocks heretofore employed in the service of
the said united Company which Claims at the
time of the making of the above mentioned Supposed
writing obligatory and also at the time of the
making of the unlawful wicked and Corrupt agreement
hereafter mentioned were about to be Submitted or
actually Submitted to the investigation and deter-
mination of a Certain Committee of Military officers
in the service of the said Company under their
presidency of Fort Saint George, called the Military
Board of Fort Saint George and that it was at the
time of the Making of the above mentioned Supposed
writing obligatory, and on the said Twenty fifth
day of June in the Year one thousand eight Hundred
and one in the said writing obligatory mentioned
(to wit) at Fort Saint George Madras aforesaid
unlawfully wickedly and Corruptly agreed by and

and between the said Vencataroy the Plaintiff, and the said Trevengadam Vencatachella Moodelliar Vellapooram Veerasawmy Cooty Moodelliar Poodicherry Arroonachella Moodelliar Poongary Canary Chittyar, and Trevera= =pooram Coopoo Naig that the said Vencataroy the now Plaintiff, should Corrupt and Bribe a British Subject, then holding and exercising an Employment in the Military Service of the said United Company that is to say, as Member of the said Committee called the Military Board aforesaid to decide in favor of the Claims of the said Trevengadam Vencatachella Moodelliar Vella-pooram Veerasawmy Cooty Moodelliar Poodicherry Arroona= =chella Moodelliar Poongary Canary Chittyar, and Trevera pooram Coopoo Naig and that the said Trevengadam Vencatachella Moodelliar Vellapooram Veerasawmy Cooty Moodelliar Poodicherry Arroonachella Moodelly Poongary Canary Chittyar, and Trevera= =pooram Coopoo Naig should procure some Person to Seal and Execute to the said Vencataroy the now Plaintiff, a Bond or Obligation with a Condition thereunder written for the Payment of the Sum of Five Thousand Pagodas Payable on Demand with

Com



Supreme Court

Second Term 1805

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with an Interest of Nine per Cent per annum as a Consider=
=ation for his the said Vencatarayer Corrupting and bribing
the said British Subject so Holding an employment in
the Military service of the said United Company as a
member of the said Military Board - and has in Consider=
=ation thereof the said British Subject so Holding an
employment in the Military service of the said United
Company, as a Member of the said Military Board.
Should Decide in favor of the claims of the said Trevenga=
=dam Vencatachella Moodelliar Vellooram Veerasawmy
Cooty Moodelliar Poodicherry Arroonachellee Moodelliar
Poongary Canary Chittyar and Trevera pooram Coopoo
Naig and procure an Order to issue from the said
Military Board for satisfying the same - And the
said Sadasheva further saith, that in pursuance
and in part performance of the said unlawful wicked
and Corrupt agreement the said Sadasheva did
then and there, to wit, on the said Twenty fifth
day of June in the year one thousand eight hundred
and one aforesaid, at the Request and procurement of
the said Trevengadam Vencatachella Moodelliar Vello=
=pooram Veerasawmy Cooty Moodelliar Poodicherry Arnachella
Moodelliar Poongary Canary Chittyar, and Trevera pooram
Coopoo Naig at Madras aforesaid Seal and as his
deed

deed deliver unto the said Vencataray the said writing
now brought into Court, with the recited and condition
above specified - And the said Sadashiva further
saith, that the said Vencataray then and there at the time
of the sealing and delivering to him, of the writing now
brought here into Court took accepted and received
the same of and from the said Sadashiva the now
Defendant well knowing for what consideration
the same was given with this, that the said Sadashiva
doth avow that the said supposed writing obligatory
now brought here into Court, was given for such
consideration as aforesaid and no other whatsoever
and that he the said Sadashiva was not at the
time of the sealing or delivery of the said supposed
writing obligatory in any wise indebted to the said
Vencataray in any sum of money or in any other respect
whatsoever - and so the said Sadashiva saith, that the
said supposed writing obligatory so made and given
by the said Sadashiva for the cause aforesaid, is void
in law, and this he is ready to verify, wherefore
he prays Judgement of the said Vencataray ought to
have his aforesaid action thereof against him &c

Replication filed the 6th March 1804

And afterwards, that is to say, on the
sixth day of March to wit in the Vacation of the

Term in the year one Thousand eight hundred and four
came the Parties aforesaid by their attornies aforesaid
And thereupon the said Sadarangapatnam Vencataray
Modelliar as to the said Plea of the said Mila
Sadaseva Modelliar by him first above pleaded and
whereof he hath put himself upon the Coun-
try doth the like and as to the said Plea of the
said Mila Sadaseva by him lastly above pleaded the
said Sadarangapatnam Vencataray Modelliar says
that by reason of any thing by the said Mila
Sadaseva Modelliar in that Plea above alledged
he ought not to be barred from having and main-
taining his aforesaid action thereof against him
because he says that the said writing obligatory
in the said Plaint mentioned was made by the
said Mila Sadaseva Modelliar for the securing
to the said Sadarangapatnam Vencataray Modelliar
payment of the Sum of Five Thousand Pagodas
lawfully due and owing from the said Mila
Sadaseva Modelliar to the said Sadarangapatnam
Vencataray Modelliar for a Valuable and lawful
Consideration and not upon or for any such
unlawful Wicked or Corrupt agreement or
Consideration as in and by the said Plea is

above

above alledged and this he the said Sadarangapatnam Venkataroy Moodelliar prays may be inquired of by the Court; And the said Milo Sadasiva Moodelliar doth the like —

Issue joined

And Now in this first Term, that is to say, on the Twelfth day of March in the year one thousand eight hundred and five until which day was given to the said Sadarangapatnam Venkataroy Moodelly and Sadasheva Moodelly 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 Sadarangapatnam Venkataroy Moodelly 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 Writt thereof and duly Consi=dered the evidence produced on both sides as to the Issue first above joined to be tried by the said Court say that the said Writing obligatory in the said Plaint of the said Sadarangapatnam Venkataroy Moodelly mentioned is the Deed of the said Sadasheva Moodelly in Manner and

form as the said Sadarangapatnam Venkataroy Moodelly hath above thereof Complained against him — And the Justices aforesaid as to the Issue lastly above joined and to be tried by the said Court say that the Writing obligatory in the said Plaint mentioned was made for securing to the said Sadarangapatnam Venkataroy Moodelly payment of the sum of Five thousand Star Pagodas lawfully due and owing from the said Sadasheva Moodelly to the said Sadarangapatnam Venkataroy Moodelly for a Valuable and lawful Consider=ation and not upon or for any such unlawful Wicked or Corrupt agreement or Consideration as in and by the said Plea by the said Sadasheva Moodelly lastly above pleaded is alledged It is therefore adjudged by the Court that the said Sadarangapatnam Venkataroy Moodelly do recover against the said Sadasheva Moodelly his said debt and also the Sum of Five hundred and seventy one Pagodas and thirty nine fanams for his Damages which he hath sustained as well by

Judgment signed for the Plaintiff, upon new Trial, the 4th day of april 1805.

by Occasion of the detaining the said debt as for his
Costs and Charges by him laid out about his
Suit in this behalf by the Court here adjudged to
the said Sadarangapatnam Vencataray Moodelly
and with his Assent — And the said Sadasiva
Moodelly in Mercy &c

Mercy

Pleas before the Honble Sir Henry Gwillim Knight Chief Puisne Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and five -

Fort St. George Madras -- } Charles Godfrey puts in his place Townes Disney his attorney against Daniel Johnson Executor to the Estate and Effects of the late Thomas Hawkes deceased in a Plea of debt -

Fort St. George Madras -- } The said Daniel Johnson in person at the Suit of the said Charles Godfrey in the Plea aforesaid -

Fort St. George Madras -- } Be it Remembered that on the Seventh day of March in the Vacation after the first Term in the Year of our Lord one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Charles Godfrey by Townes Disney his attorney and brought in to the said Court then there his certain Plaint against Daniel Johnson Executor to the Estate and Effects of Thomas Hawkes deceased in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followes in these words

Plaint in debt filed 7th March 1805

words, that is to say, Fort Saint George Madras ss Charles Godfrey of Madras Inhabitant by Townes Disney his attorney Complains of Daniel Johnson, Executor to the Estate and Effects of the late Thomas Hawkes deceased, being an Inhabitant of Madras and as such liable to the jurisdiction of this Honble Court of a Plea that he render to him the said Charles Godfrey Four thousand Star Pagodas which he the said Daniel Johnson as Executor as aforesaid unjustly detains from him - For Whereas the said Thomas deceased in his life time heretofore to wit on the Fourth day of November in the Year one thousand eight hundred and three at Madras aforesaid by his Certain writing obligatory Sealed with the Seal of the said Thomas deceased 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 Charles in the said Sum of Four thousand Star Pagodas to be paid to the said Charles when he the said Thomas should be thereunto afterwards requested - Yet the said Thomas in his life time and the said Daniel Executor as aforesaid since his decease although of him requested to pay the same hath not yet paid the said Sum of Four thousand Star Pagodas above demanded or any part thereof, to the said Charles, but to pay the same or any part thereof to the said Charles he

said Thomas deceased in his lifetime, and the said Daniel Executor as aforesaid since his decease hath wholly refused and the said Daniel as Executor as aforesaid still doth refuse to the said Charles his damages of Ten Star Pagodas and therefore he brings his Suit &c

Tried Exparte

And Now on this day that is to say on the Twenty Sixth day of March in this Second Term, to which day the said Daniel Johnson had leave to implead to the said Plaints and then to answer the same &c as well the said Charles Godfrey by Francis Disney his attorney as the said Daniel Johnson in his own proper person do come before the Court here and the said Daniel Johnson defends the wrong and injury when &c and says nothing in bar or Preclusion of the said action of the said Charles Godfrey by which the said Charles Godfrey remains therein undefended against the said Daniel Johnson — Therefore it is Considered by the Court here that the said Charles Godfrey recover against the said Daniel Johnson as Executor as aforesaid his said debt amounting to the Sum of Two Thousand three hundred and thirty seven Pagodas and fourteen fanams and also the Sum of one hundred and seven pagodas and twenty six 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 Two thousand four hundred and forty four Star Pagodas and forty fanams

Judgment signed for the Plaintiff the 4th day of April 1805

by the Court Levie adjudged to the said Charles Godfrey and with his assent, to be levied of the Goods and Chattels which were of the said Thomas Hawkes at the time of his death, in the hands of the said Daniel Johnson as Executor as aforesaid to be administered 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 the said Sum of one hundred and Seven Pagodas and Twenty Six Fanams for the damages aforesaid to be levied of the proper Goods and Chattels of the said Daniel Johnson

Mercy and the said Daniel Johnson in Mercy &c

Pleas before the Honble Sir Henry
Gwillim Knight First Puisne Justice
and the Honble Sir Benjamin Sullivan
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
five -

Madras towit Mily Shunmogaroy Moodelly puts in his place Daniel
Neale his attorney against Sabaupatty Moodelly Son and
personal Representative of Nalloo Mootoo Venkatachellum
deceased in a Plea of Trespass on the Case -

Madras towit The said Sabaupatty Moodelly Son and personal
Representative of Nalloo Mootoo Venkatachellum
deceased in person at the Suit of the said Mily Shunmoga
-ray Moodelly in the plea aforesaid -

Madras towit Be it remembered that on the Twenty second day
of January one thousand eight hundred and five in the Vacation
after the first Term of the same Year before the Supreme Court
of Judicature at Madras came Mily Shunmogaroy Moodelly by
Daniel Neale his Attorney and brought into the said Court
then here his certain Plaint against Sabaupatty Moodelly
Son and personal Representative of Nalloo Mootoo Venkatachellum
deceased in a Plea of Trespass on the Case and there are
Pledges

Second Term 1805

Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say,

Plaint in Assumpsit Madras to wit Mily Shunmogaroy Moodelly of Madras
filed 22d January Inhabitant by Daniel Neale his attorney Complains
1805. of Sabaupatty Moodelly Son and personal Representative
of Nallao Mootoo Vencatachellum deceased being an Inha-
=bitant of Madras - and as such Subject to the jurisdiction
of this Honble Court of a Plea of Trespass on the Case -
=sheu in his life time to wit on the Twenty second
Day of February in the Year of Christ one thousand
Seven hundred and Eighty nine, 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
and bearing date the day and Year aforesaid and then
and there delivered the same Instrument in writing to the said
Mily Shunmogaroy by which said Instrument in Writing
he the said Nallao Mootoo Vencatachellum acknowledged
that on the day of the making thereof he had in Consequence
of his Urgent Occasion borrowed and received of the
said Mily Shunmogaroy the sum of Twenty five Star
Pagodas Current Money of Madras and did thereby engage

to repay to the said Mily Shunmogaray the same sum on or
before the Thirtieth Mauey or Tenth March then Next
with all such Interest as shall or might become
Due thereon at the rate of twelve per Cent per Annum
By means whereof the said Valloo Mooloo Vencatachellum
in his Life time became liable to pay to the said Mily
Shunmogaray the said Sum of Money in the said Instru-
-ment in writing Specified according to the tenor and
Effect of the said Instrument in writing - And being
so liable he the said Valloo Mooloo Vencatachellum 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
Mily Shunmogaroy 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
also the said Valloo Mooloo Vencatachellum in his life
time afterwards to wit on the first Mauey of Heclatka year
Corresponding with the Eleventh day of February in the said
year one Thousand Seven Hundred and Eighty Nine to wit
at Madras Made his certain other 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

and then and there delivered the same Instrument in writing to the said Mily Shunmogaroy, by which said last mentioned Instrument in writing he the said Nalloo Mootoo Vencata-chellum acknowledged that on the day of the making thereof he had in Consequence of his urgent occasion purchased of the said Mily Shunmogaroy Seventy eight Thousand two hundred and fifty fire-woods the value of which at three and a half Pagodas per thousand fire-woods was Pagodas two hundred and Seventy three and Seven-eighths - and two hundred and fifty Bamboos with which the Doddy or stall was built the value whereof was Pagodas one and one eighth - In all two hundred and Seventy five Pagodas - which principal Sum of two hundred and Seventy five Pagodas he the said Nalloo Mootoo Vencatachellum did thereby engage to repay to the said Mily Shunmogaroy on or before the thirtieth Vaisey of Soumeah Year or the Tenth June one Thousand Seven hundred and eighty Nine - and in default of the Payment thereof agreeable to the time limited he the said Nalloo Mootoo Vencatachellum did thereby bind himself to pay the said Sum of two hundred and Seventy five Pagodas to the said Mily Shunmogaroy 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 Nalloo Mootoo Vencatachellum in his
life time became liable to pay to the said Mily Shun-
-mogaroy the said Sum of Money in the said last
mentioned instrument in writing Specified according
to the tenor and Effect of the said Instrument
in writing - And being so liable he the said
Nalloo Mootoo Vencatachellum 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 Mily Shunmogaroy
to pay to him the said Sum of Money in the said last
mentioned Instrument in writing Specified according to
the tenor and effect of the said Instruments in writing. And
whereas also the said Nalloo Mootoo Vencatachellum in his
life time afterwards to wit on the twenty seventh day of
October in the Year of Christ one thousand Seven hundred and
ninety at Madras aforesaid was indebted to the said Mily
Shunmogaroy in the Sum of Five hundred Star Pagodas of
lawful Current Money of Madras for Money by the said
Mily Shunmogaroy before that time lent and advanced to
the said Nalloo Mootoo Vencatachellum in his life time
and at his Special instance and Request - And being

so indebted as last aforesaid he the said Nallan Mootoo Vencata-
chellum 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
Mily Shunmogaroy to pay to him the said last mentioned
Sum of Money when he the said Nallan Mootoo Vencatachellum
in his life time should be thereto afterwards requested -
And Whereas the said Nallan Mootoo Vencatachellum in
his life time afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was indebted to the
said Mily Shunmogaroy in the further Sum of Five hundred
Star Pagodas of like lawful Current Money of Madras
for Money by the said Mily Shunmogaroy before that time
laid out Expended and paid for the said Nallan Mootoo
Vencatachellum in his life time - and at his Special instance
and Request - And being so indebted he the said Nallan
Mootoo Vencatachellum 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 Mily Shunmogaroy to pay to him the
said last Mentioned Sum of Money, when he the said Nallan
Mootoo Vencatachellum in his life time should be thereto
afterwards requested - And Whereas the said
Nallan Mootoo Vencatachellum in his life time

afterwards to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said Mily Shumo
garay of and Concerning divers other Sums of Money before
that time due and Owing from the said Nallao Mootoo
Vencatachellum to the said Mily Shunmogaray and then
being in arrear and unpaid and upon that accounting
the said Nallao Mootoo Vencatachellum was then and
there found to be in arrear and indebted to the said
Mily Shunmogaray in the further Sum of Five hundred
Star Pagodas of like lawful current Money of
Madras and being so found in arrear and indebted
he the said Nallao Mootoo Vencatachellum 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 to
the said Mily Shunmogaray to pay to him the said
last mentioned Sum of Money when he the said
Nallao Mootoo Vencatachellum in his life time
should be thereto afterwards requested - Yet the said
Nallao Mootoo Vencatachellum in his life time and the
said Sahampatty Moodelly as such personal

Representative

representative as aforesaid since his decease not regarding
the said several promises and undertakings so by the said Nallo
Mootoo Vencatachellum in his life time in Manner and form
aforesaid made but Continuing and fraudulently intending
Craftily and Subtilly to deceive and defraud the said
Mily Shunmogaray in the said several respects 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 to the said Mily Shunmogaray
(altho' so to do the said Nallo Mootoo Vencatachellum
in his life time was requested by the said Mily Shunmogaray
afterwards to wit on the day and year last aforesaid
and oftentimes afterwards at Madras aforesaid
And although the said Sabanpatty Moodelly as such
personal Representative as aforesaid since the death
of the said Nallo Mootoo Vencatachellum to wit on
the first day of September in the year of Christ
one thousand eight hundred and four and oftentimes
before and since at Madras aforesaid was requested
by the said Mily Shunmogaray to pay the same
to him (but to pay the said several Sums of Money or

any

any of them or any part thereof to the said Mily Shunmoga
=ray the said Nallo Mootoo Vencatachellama deceased
in his lifetime - and the said Sabaupatty Moodelly
personal Representative as aforesaid since his
decease have and each of them hath hitherto wholly
refused - and the said Sabaupatty Moodelly personal
Representative as aforesaid Still doth refuse to pay
the same to the said Mily Shunmogaroy To the
damage of the said Mily Shunmogaroy of Five
Hundred Star Pagodas and therefore he brings
his Suit &c

And Now at this day that is to say
on the Second day of February in this first Term 1805 until which day
the said Sabaupatty Moodelly had leave to impark to the said
Plaints and then to answer the same &c As well the said
Mily Shunmogaroy Moodelly by his said Attorney as the said
Sabaupatty Moodelly in his own Person do come before
the Justices of the Court here - And the said Sabaupatty
Moodelly defends the Wrong and injury when &c And says
Nothing in bar or preclusion of the said Action of the said
Mily Shunmogaroy Moodelly - Whereby the said Mily
Shunmogaroy Moodelly remains therein undefended against
the said Sabaupatty Moodelly - And by reason whereof

the

Tried
Exparte

Second Term 1805

the said Mily Shunmogaroy Moodelly ought to recover against the said Sabanpatty Moodelly his damages by occasion of the premises- And because it is alledged by the said Mily Shunmogaray Moodelly - and upon Examining and Considering the Depositions of witnesses Concerning the premises it Manifestly appears to the Court here that the said Mily Shunmogaroy Moodelly hath sustained damages by Occasion of the premises over and above his Costs and Charges by him about his Suits in this behalf Expended to the Sum of one hundred and eighty four Pagodas forty two Fanams and twenty cash the Justices of the Court of our Lord the King here Do adjudge and Order that the said Mily. Shunmogaroy Moodelly do recover against the said Sabanpatty Moodelly Son and Representative of the said Valloo Mootoo Vincatachellum Deceased his damages aforesaid to the said Sum of one hundred and eighty four Pagodas forty two Fanams and twenty cash and also one hundred and twenty nine Pagodas and nine Fanams for his said Costs and Charges by the said Court awarded to the said Mily Shunmogaroy Moodelly and with his assent to be paid by the said Sabanpatty Moodelly

Judgment signed for the Plaintiff this 11th day of April 1805

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Supreme Court

Second Term 1805

Record of Judgments

Roll 9

264 " 00

Moodelly which damages Costs and Charges Amounts to
Three hundred and fourteen Pagodas seven fanams
and twenty cash - And the said Sabanpatty Moodelly
Mercy in Mercy &c

And thereupon the said Mily Shun=
=mogarey Moodelly by Daniel Neale 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 Sabanpatty Moodelly Son and Repreſen=
=tative of the said Nallee Mootoo Vencatachellum
deceased the Sum of three hundred and fourteen Pagodas
Seven fanams and twenty cash for damages, Costs
Writ of Execution & Charges aforesaid - and it is granted unto him
issued on the 12th returnable here on the Eleventh day of May next=
April 1805

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Pleas before the Honble Sir Henry Gwilliam Knight First Puisne Justice and the Honble Sir Benjamen Sulivan 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 to wit } Vayerana Chitty Son of Voottoocandoo Caroopoo Chitty Valayooda Chitty puts in his place Emanuel Samuel his attorney against Veerappan Son of Voottoocandoo Caroopoo Savoo Chitty in a Plea of Trespass on the case -

Fort St. George
Madras to wit } The said Veerappen Son of Voottoocandoo Caroopoo Savoo Chitty puts in his place Townley Disney his attorney ag= the Suit of the said Vayerana Chitty Son of Voottoo= candoo Caroopoo Chitty. Valayooda Chitty in the Plea aforesaid -

Fort St. George
Madras to wit } Be it Remembered that at the first Term in the Year of Christ one thousand eight hundred and four - before the said Supreme Court of Judicature at Madras came Vayerana Chitty Son of Voottoocandoo Caroopoo Chitty Valayooda Chitty by Emanuel Samuel his attorney and brought into the said Court then there his Certain Plaint against the said Veerappen Son of

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of Vaatoocaudoo Carapoo Savoo 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 - that is to say - Madras
to wit Vayerava Chitty Son of Vaatoocaudoo Carap-
poo Chitty Valayooda Chitty of Madras by Emanuel Samuel
his Attorney Complains of Veerappan Son of Vaatoo
-caudoo Carrupoo Savoo Chitty of Madras and being
a Hindoo Inhabitant of Madras and as such
a Person subject to the jurisdiction of this
Honble Court. For that whereas the said
Veerappan and one Savoo Chitty in his life time
(who is now deceased) heretofore to wit on the
Seventh day of the Month Vecausy of the Malabar
year Visoovaamsadoo answering to the Seventeenth
day of May in the year of Christ one Thousand
Seven Hundred and eighty five to wit at
Madras made their certain Instrument in
Writing in the Malabar Language purporting
to be and Commonly called a Malabar bond
their own proper hands being thereunto
Subscribed and bearing date the day and
year aforesaid, and then and there delivered
the same Instrument in Writing to the said
Vayerava

Plaint in Sommpsit filed 28th Febry 1804 -

Vayeravaley Which said Instrument in writing the said Savoo Chitty and Veerappan acknowledged That they had in consequence of their urgent occasion borrowed and received of the said Vayeravia the Sum of one Hundred and thirty Star Pagodas, Current Money of Madras and did thereby engage to Vayeravia the same Sum on demand together 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 Savoo Chitty and Veerappan became liable to pay to the said Vayeravia the said Sum of money and Interest in the said Instrument in writing Specified when they the said Savoo Chitty and Veerappan Should be thereto afterwards requested — And being so liable they the said Savoo Chitty and Veerappan in the life time of the said Savoo 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 Vayeravia to pay him the said Sum of Money and Interest in the said Instrument in writing Specified when they the said Savoo Chitty and Veerappan Should be thereto afterwards requested — And whereas

the

the said Savoo Chitty and Veerappan in the lifetime
of the said Savoo Chitty afterwards to wit on the
eighteenth day of May in the Year of Christ
aforesaid at Madras aforesaid were indebted
to the said Vayerava in the Sum of Five hundred
Star Pagodas of the Current Money of Madras
for Money by the said Vayerava before that
time lent and advanced to the said Savoo Chitty
and Veerappan and at their Special instance
and Request and being so indebted they the
said Savoo Chitty and Veerappan in the
lifetime of the said Savoo Chitty 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 Vayeraua to pay him the
said last mentioned Sum of Money when they
the said Savoo Chitty and Veerappan should
be thereto afterwards Requested - Yet the
said Savoo Chitty and Veerappan in the
life time of the said Savoo Chitty and the
said Veerappan since the death of the
said

said Savao Chitty not regarding the said Several promises and Undertakings so by the said Savao Chitty and Veerapen in Manner and form aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Vayravan in this respect the said Savao Chitty and Veerappen did not at any time in the life time of the said Savao Chitty pay nor hath the said Veerappan at any time since the death of the said Savao Chitty paid the said Several Sums of money or any or either of them or any part thereof to the said Vayravan (although so to do the said Savao Chitty and Veerappan in the life time of the said Savao Chitty to wit on the day and year last aforesaid and the said Veerappen since the death of the said Savao Chitty 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 there and was requested by the said Vayravan to pay the same

Dues

But to pay the same or any part thereof to the said Vayerava Chitty the said Savoo Chitty and Veerappen have and each of them hath wholly refused and the said Veerappen still doth refuse - And whereas the said Veerappan afterwards to wit on the first day of February in the year of Christ one thousand eight hundred and four at Madras aforesaid was indebted to the said Vayerava in the sum of one thousand Pagodas of the like current money of Madras for money by the said Vayerava before that time and since the death of the said Savoo Chitty lent and advanced to the said Veerappen and at his like Special instance and request - and being so indebted he the said Veerappan in Consideration thereof afterwards and after the death of the said Savoo Chitty to wit on the same day and year last aforesaid at Madras aforesaid undertook then and there faithfully promised the said

said Vayravan to pay him the said last mentioned Sum of Money when he the said Verrappen should be thereto afterwards requested. And whereas the said Verrappen afterwards to wit on the same day and Year last aforesaid at Madras aforesaid, was indebted to the said Vayravan in the further Sum of one thousand Pagodas of like Current Money of Madras, for Money by the said Vayravan before that time and after the death of the said Sawoo Chitty laid out Expended and paid for the said Verrappen and at his like Special instance and request - And being so indebted he the said Verrappan in consideration thereof, afterwards and after the death of the said Sawoo Chitty to wit on the same day and year last aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said Vayravan to pay him the said last mentioned Sum of money when he the said Verrappan should be thereto afterwards requested. And whereas the said Verrappan afterwards to wit on the same day and year last aforesaid at Madras aforesaid, accounted with the said Vayravan of and concerning divers other Sums of Money

Money before that time and since the death of the said Sawoo Chitty due and owing from the said Veerappan to the said Vayerava and then being in arrear and unpaid and upon that accounting the said Veerappan was then and there found to be in arrear and indebted to the said Vayerava 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 Veerappan in consideration thereof afterwards and after the death of the said Sawoo Chitty to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Vayerava to pay him the said last mentioned Sum of money when he the said Veerappan should be thereto afterwards requested. Yet the said Veerappan not regarding his said Several promises and undertakings in the last three Counts mentioned so by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Vayerava in this behalf hath not yet paid the said Several Sums of money in those last three

Second Term 1805

three Counts Mentioned or any or either of them or any part thereof to the said Vayravan (although so to do the said Veerappan was Requested by the said Vayravan afterwards to wit on the same day and year last aforesaid and oftentimes afterwards at Madras aforesaid) But to say the same or any part thereof to the said Vayravan he the said Veerappan hath hitherto wholly refused and still doth refuse To the damage of the said Vayravan of one thousand Star Pagodas and therefore he brings his Suit &c

imparlance

And afterwards to wit in the Second Term of the said Year in the said Supreme Court of Judicature at Madras (wherein the said Veerappen had leave to imparl to the said Plaint and then to answer the same) came as well the said Vayravan Chitty by his said Attorney as the said Veerappen by Samuel Sneal his Attornies - and

Plea filed 31st March 1804

the said Veerappen Defend the wrong and injury when and so forth - and says that he did not undertake or promise in manner and form as the said Vayravan Chitty hath above thereof complained against him, and of this he puts himself upon the Court &c And the said

Replication filed 26th Sept 1804 Issue Joined -

Vayravan Chitty doth the like -

And now on this day, that is to say

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day on the Twentieth day of February to which day was given as well to the said Vyrava Chitty as to the said Veerappen to inform the Court of the premises, at which day came as well the said Veerappan by his Attorney as the said Vyrava Chitty, and the said Court having heard the respective allegations of the parties, proceeded to consider thereof but before any Verdict was given by the said Court in the premises the said Vyrava Chitty being solemnly called came not - and it appearing to the Court here that the said Vyrava Chitty hath neglected to bring the Issue above joined on to be tried according to the Course and practice of the said Court - Therefore it is Considered by the said Court here that the said Vyrava Chitty take nothing by his said Plaint but that he and his Pledges to prosecute be in mercy &c and that the said Vyrava Chitty do go thereof without day - And it is further considered by the said Court here that the said Veerappen do recover against the said Vyrava Chitty the Sum of one hundred and forty two Pagodas and thirty eight Fanams for his Costs and Charges by him laid out about his defence in this behalf by the said Court now here adjudged to the said Veerappan and

Judgment as in case of a non suit, signed for the Defendant the 16th day of April 1805 -

Second Term 1805

and with his assent - and that the said Veerappan have execution thereof -

And thereupon the said Veerappan by Townes Disney 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 Vayerava Chitty in satisfaction of his the said Veerappans costs and charges by him laid out about his defence in this behalf so adjudged to him aforesaid - and it is granted unto him returnable here on the fifteenth day of May next -

Commitment issued against the Plaintiff for Costs 16th april 1805.

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Pleas before the Honble Sir Henry Gwillim Knight First Puisne Justice and the Honble Sir Benjamin Sullivan 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 five —

Fort St. George Madras } Cavaryspaukum Narrain pillay puts in his place Townes Disney his attorney against Teroomercaudoo Venkatakistnan Naick the only Brother and personal Representative of Mootteaul Naick deceased in a Plea of Trespass on the case —

Fort St. George Madras } The said Teroomercaudoo Venkatakistnan Naick the only Brother and personal Representative of Mootteaul Naick deceased puts in his place James Sutherland at the Suit of the said Cavaryspaukum Narrain pillay in the Plea aforesaid —

Fort St. George Madras } Be it remembered that on the Twentieth day of March in the Vacation after the First Term in the Year of our Lord one thousand eight hundred and five before the said Supreme Court of Judicature at Madras came the said Cavaryspaukum Narrain pillay by Townes Disney his attorney and brought into the said Court then there his certain Plaint against Teroomercaudoo Venkatakistnama Naick the only Brother and personal Representative of Mootteaul Naicker deceased in

in a Plea of Trespass on the case and there are pledges
for the Prosecution to wit John Doe and Richard
Plaint in a summons filed 28th March 1805. Roe which said Plaint follows in these words
that is to say Fort St George Madras ss Cavary=
=pauKum Narrain pillay of Madras Inhabitant
by Townes Disney his attorney Complains of Teroover=
=candas Vencata Kistnama naick the only Brother and personal
Representative of Mootaul Naicker deceased according
to the laws and Customs of the Hindoo Natives of India
and having as such personal Representative adminis=
=tered and taken possession of the Estate and Effects
which were of the said Mootaul Naicker deceased at
the time of his death and being an Hindoo Inhabitant
of Madras and as such a person liable to the
jurisdiction of this Honble Court For that whereas
the said Mootaul Naicker deceased in his lifetime
to wit on the first day of June in the Year of our
Lord One thousand Seven hundred and eighty
eight at Madras aforesaid was indebted to the
said Cavarypauk Kum Narrain pillay in the Sum of
Four hundred and thirty five pagodas and thirty
four fanams Current Money of Madras for so
much Money by the said Cavarypauk Kum Narrain
pillay before that time paid laid out and
Expended to and for the use of the said Mootaul
Naicker

Naicker in his life time and at his Special instance
and Request - and being so indebted he the said Mootteaul
Naicker 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 Cavarypaukum Narrain pillay to pay him
the aforesaid Sum of Money when he should be
thereunto afterwards requested - And Whereas
also the said Mootteaul Naicker afterwards to
wit on the same day and year aforesaid at Madras
aforesaid was indebted to the said Cavarypaukum
Narrain Pillay in other Four Hundred and Thirty
five Pagodas and Thirty four Fanams Current
Money of Madras aforesaid for so much Money
by the said Cavarypaukum Narrain pillay before
that time lent and advanced to the said Mootteaul
Naicker in his life time and at his like Special
instance and Request and being so indebted he
the said Mootteaul Naicker in his life time in
consideration thereof afterwards to wit on the same
day and year aforesaid at Madras aforesaid under-
=took and then and there faithfully promised
the said Cavarypaukum Narrain Pillay to

Pay

pay him the aforesaid Sum of Money when he should be thereunto afterwards Requested - And Whereas also the said Mootteaul Naicker in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Cavary pauKum Narrain Pillay in Other Four Hundred and Fifty five Pagodas Current Money of Madras aforesaid for so much Money by the said Mootteaul Naicker in his life time before that time had and Received to and for the use of the said Cavary pauKum Narrain Pillay - And being so indebted he the said Mootteaul Naicker 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 Cavary pau= =Kum Narrain pillay to pay him the aforesaid Sum of Money when he should be thereunto afterwards Requested - And Whereas also the said Mootteaul Naicker in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together with the said Cavary pauKum Narrain pillay of and Concerning Divers other Sums of Money before that time due and Owing from the said Mootteaul Naicker in his life time to the said Cavary pauKum Narrain Pillay, and then being in arrear and unpaid and

and upon that account the said Mootteaul Naicker was then and there found in arrear and indebted to the said Cavary pauKum Narrain pillay in other Four Hundred and Thirty five Pagodas and thirty four Fanams Current Money of Madras aforesaid and being so found in arrear and indebted, he the said Mootteaul Naicker 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 Cavary pauKum Narrain Pillay that he the said Mootteaul Naicker would well and truly pay and satisfy to the said Cavary pauKum Narrain pillay the aforesaid Sum of Money when he should be thereunto afterwards requested - Yet the said Mootteaul Naicker in his life time and the said Teroovercaudoo Venkata-Kistnamah Naick as such personal Representative as aforesaid since his deceased in no wise 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 Cavary pauKum Narrain pillay in this particular; the said Mootteaul Naicker in his life time hath not, nor hath the said Teroovercaudoo Venkatakistnamah Naick as personal Representative as aforesaid since his decease paid the said Several Sums of Money or any part thereof to the said Cavary pauKum

Second Term 1805

=Pauckum Narrain pillay although the said Mootteaul Naicker in his life time and the said Teroovercaudoo Venkatakistna= =mah Naick personal Representatives as aforesaid since his decease was often requested so to do, but to pay the same or any part thereof, he the said Teroovercaudoo Venkata= Kistnamah Naick personal Representatives as aforesaid since the death of the said Mootteaul Naicker hath wholly refused and still doth refuse so to do to the said Cavaryspaukum Narrain pillay his damages of one thousand Star Pagodas and therefore he brings his Suit &c

imparlance

And afterwards to wit in the second Term of the said year in the said Supreme Court of Judicature at Madras till which term the said Teroovercaudoo Venka= takistnamah Naick had leave to impark to the said Plaints and then to answer the same came as well the said Cavaryspaukum Narrain pillay by his said attorney as the said Teroovercaudoo Venkatakistnamah Naick by his said attorney and the said Teroovercaudoo Venka= takistnamah Naick comes and defends the wrong and injury when &c and says that the said Mootteaul Naicker deceased did not in his life time undertake or promise in manner and form as the said Cavaryspaukum Narrain pillay hath above thereof complained against him the said Teroovercaudoo Venkatakistnamah Naick and of this he puts himself upon the Court &c And the

Plea filed 28 March 1805

the said Cavary pauKum Narrain pillay doth the like &c.

And Now in this Second Term in the year one thousand eight Hundred and five, that is to say, on the Sixth day of April to which day was given as well to the said Cavary pauKum Narrain pillay as to the said Terouvercandoo Venkata Kistnamah Naick 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 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 Mootteaul Naicker deceased did in his life time undertake and promise in Manner and form as the said Cavary pauKum Narrain pillay hath in his said Plaint in that behalf therein alledged, and the Justices aforesaid assess the damages of the said Cavary pauKum Narrain pillay by Occasion of the Not performing the promises and undertakings in the said Plaint of the said Cavary pauKum Narrain Pillay mentioned besides his Costs and Charges by him about his suit in this behalf Expended to Two Hundred and Seventy five Star Pagodas and Thirty nine fanams

Second Term 1805

Judgment signed for the Plaintiff the 20th day of April 1805

Fanams. Therefore it is Considered that the said Cavary = = paulkum Narrain pillay recover against the said Teroover = = caudoo Vencatakistnamah Naick as such personal representative as aforesaid his damages aforesaid in form aforesaid assessed and also the Sum of one hundred and fifty two Star Pagodas and one Fanam for his said Costs and Charges by the said Court now here adjudged to the said Cavary = = paulkum Narrain pillay with his assent, which said damages, Costs and Charges in the whole amount to the Sum of Four hundred and twenty seven Star Pagodas and Forty fanams to be levied of the Goods and Chattels which were of the said Mootteau Naicker at the time of his death in the hands of the said Teroovercaudoo Vencatakistnamah Naick as personal representative as aforesaid to be administered 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 the said Sum of one hundred and fifty two Star Pagodas and one fanam parcel of the damages aforesaid, being for the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said Teroovercaudoo Vencatakistnamah

Venkatakistnamah Naick - And the said Teroomercaudoo
mercy =doo Venkatakistnamah Naick in Mercy &c

And Thereupon the said Cavarypauk Kum
Narrain Pillay by Towney 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 Mootial Naick at the time of his
death in the hands of the said Teroomercaudoo Venkata=
=kistnamah Naick as his personal Representative as
aforesaid, to be administered, the Sum of Four hundred
and Twenty Seven Pagodas and forty fanams, if he
hath so much thereof in his hands to be adminis=
=tered. and if he hath not so much thereof in his
hands to be Administered, then the Sum of one
Hundred and fifty two Star Pagodas and one
fanam parcel of the damages aforesaid, being for
Costs and Charges aforesaid to be levied of the
Proper Goods and Chattels of the said Teroomercaudoo
Venkatakistnamah Naick - and it is granted unto
him returnable here on the Twentieth day of May
next -

Writ of Execution
issued on the 20th
april 1805-

Second Term 1805

Pleas before the Wonble Sir Henry Gwillim Knight Chief Puisne Justice and the Wonble Sir Benjamin Sullivan Knight Puisne Justice of His Majesty's Supreme Courts of Judicature at Madras - of the Second Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } John Tulloh, William Douglas Brodie and George Baylyburton put in their place Charles Walters and James Sutherland their attorney against Robert Dennison, James Rees and George Bay in a Plea of Trespass on the case -

Fort St. George Madras } The said Robert Dennison, James Rees and George Bay put in their place William Leigh their attorney at the Suit of the said John Tulloh, William Douglas Brodie and George Baylyburton in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the eighteenth day of January in the Year one thousand eight hundred and five as of the Fourth Term in the year of our Lord one thousand eight hundred and four before the said Supreme Courts of Judicature at Madras came John Tulloh, William Douglas

Douglas Brodies and George Halyburton by Charles Walkers and James Sutherland their attornies and brought into the said Court then and there their certain Plaints against Robert Dennison, James Rees and George Ray 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 that is to say -

Plaint in assumpsit filed 18th January 1805-

Fort Saint George Madras John Tulloh, William Douglas Brodie and George Halyburton by Charles Walkers and James Sutherland their attornies Complain of Robert Dennison, James Rees and George Ray being British Subjects and as such persons liable to the Jurisdiction of this Honble Court For that whereas the said John, William Douglas and George Halyburton heretofore to wit on the Eighteenth day of February in the Year one thousand Eight hundred and four at Madras aforesaid according to the usage and Custom of Merchants Caused and procured to be made a Certain writing or Policy of Insurance purporting thereby and Containing therein that the said John, William Douglas and George Halyburton by the partnership Name and description of Messrs Tulloh, Brodie and Halyburton 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

should appain in part or in all did make assurance and
caused themselves and them and every of them to be
Insured lost or not lost at and from Rangoon to Madras
with liberty to touch at intermediate Ports upon the
Body Tackle apparel Ordnance Munition artillery
Boat and other Furniture also the Goods and Merchan-
-dizes of and in the good Ship or Vessel called the Berrington
Burthen Louis or thereabouts whereof was master
under God for that Voyage or whosoever else
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 Cotton 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 there
Tackle apparel Ordnance Munition artillery Boat
and other Furniture, also her goods and Merchandizes
Should be arrived at Madras and the same be
Safely delivered from on board of her and it
Should be lawful for the said Ship in that Voyage
to proceed and Sail to and touch and Stay at any
Ports and places whatsoever for Necessary
Refreshment

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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 Ten thousand
Star Pagodas touching the adventure and perils which they
the assurers were Contented to bear and did take upon
themselves in this Voyage they were of the Seas, Men
of War, Fire Enemies Pirates, Rovers Theives Jettigons
Letters of Mart and Counter Mart Surprigals 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 Loses 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 in case of any Loss or Misfortune it should be
lawful for the assured their Factors Servants and
assigns to use labour and travel for, in and about
the defence safe guard and Recovery of the said Ship
and her Cargo or any part thereof without Prejudice
to this Insurance to the charges whereof they
the said assurers would contribute and it was
agreed by them the assurers that this writing

or

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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 Admins & assigns for the true performance of the promises Confessing themselves paid the Consideration due unto them for that assurance at and after the rate of eight per Cent and they the assurers did Covenant promise and agree and oblige themselves their heirs Executors Goods and Chattels in Case of loss happening which God forbid to Satisfy and pay the Sum of Money by them so assured upon the abatement of two per Cent and no more Provided always that they paid the said Sum 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 Usage or Custom to 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 their part should name one or two proper persons for arbitrators and

and they the assurers 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, that such two or four persons so chosen
not agreeing on an award shall 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 shall
be finally bound and in and by a memorandum
under the said writing or Policy of assurance it
was provided that Fourteen days only more
allowed to land the property after the Ships arrival
and the risk on the Block to expire twenty four
hours after the Ship should be arrived at her
destined port in good Safety 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 Governments of Manilla, Siam or Pegue which
risks were to be borne by the assured and not by
the assurers an Exception was also declared
against any risk of the Coast of Coromandel
between

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between the fifteenth October and the fifteenth December both days inclusive which Exception included the whole Coast between Ganjam and Cape Comorin any thing therein before Contained to the Contrary Notwithstanding and it was thereby Expres Stipulated between the assurers and assured any thing to the Contrary that might appear in that Policy Notwithstanding that all Average Losses that might happen on Goods insured by that Policy should be settled upon the principle of paying the difference between the actual produce of the damaged Goods and their amount insured upon the production of efficient documents to Establish such damage and it was thereby also provided that Vessel and freight should be free of Average under Ten per Cent unless general or the Vessel should be Stranded Ships provisions of all Kinds were warranted free from Average Unless general or the Ship should be Stranded Salt Sugar Sagry 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 Should be Stranded and the said Insurance was by the said writing or Policy of assurance declared

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Declared to be on cargo and was only a part of the
aforesaid risk as Interest might appear the whole
Supposed to amount to Twenty Thousand Star Pagodas
including Freight Premium of Insurance and Charges
and was to cover the risk of European and american
Wars any thing therein before contained to the Contrary
Notwithstanding - they the aforesaid Assurers agreed to return
- two per Cent of the above premium if the said Ship
arrived Safe as by the said writing or Policy of
assurance more fully appear of which said writing or
Policy of assurance the said Robert Lames and George
Bay aforesaid at Madras aforesaid Ld Notice - and
thereupon afterwards to wit on the same day and
year aforesaid at Madras aforesaid in Consideration
that the said John William Douglas and George Baly =
= burton at the special instance and Request of the
said Robert Lames and George Bay Ld Assurers
and there paid to the said Robert Lames and
George Bay the Sum of Eight hundred Star
Pagodas Current Money of Madras as a Premium
and

and Reward for the assurance of Ten Thousand Star Pagodas upon the Premises in the said writing or Policy of assurance Mentioned and Said then and there undertaken and to the said Robert James and George Bay faithfully promised to perform and fulfil every thing in the said Writing or Policy of assurance on their parts and behalf of the assured to be done performed and fulfilled they the said Robert James and George Bay undertook and to the said John William Douglas and George Baylyburton then and there faithfully promised that they the said Robert James and George Bay would become assurers to the said John William Douglas and George Baylyburton for the said Sum of Ten Thousand Star Pagodas of and upon the Premises Mentioned in the said writing or Policy of assurance and would do perform and fulfil all things in the said writing or Policy of assurance contained on their part and behalf as such assurers as aforesaid as to the said Ten Thousand Star Pagodas to be done performed and fulfilled and the said Robert James and George Bay then and there became assurers to the said John William Douglas and George Baylyburton of and upon the Premises aforesaid

aforesaid and then and there subscribed the said writing or Policy of assurance as such assurers for the said Sum of Ten Thousand Star Pagodas to wit at Madras aforesaid and the said John William Douglas and George Baylurton in fact say that after the making of the said writing or Policy of assurance to wit on the Fourth day of March in the year aforesaid the said Ship or Vessel called the Berrington in the said writing or Policy of assurance mentioned being then in good Safety at Rangoon in the said writing or Policy of assurance mentioned Diverse Goods and Merchandizes Consisting of Teak Timber of great value to wit of the value of Twenty thousand Star Pagodas Current Money of Madras were Shipped by and on account of the said John William Douglas and George Baylurton on board of the said Ship or Vessel called the Berrington to be carried therein from Rangoon aforesaid to Madras on the said Voyage in the said writing or Policy of assurance Mentioned and that the said John William Douglas and George Baylurton then and from thence until and at the time of his loss hereinafter Mentioned were interested in the said Goods and Merchandizes on board the said Ship

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Ship or Vessel called the Berrington in the said Writing or Policy of assurance Mentioned to a large amount and beyond the said Sum of Ten Thousand Star Pagodas to wit to the amount of all the Money ever Insured thereon and that the said Insurance so made as aforesaid was so made to and for the use and benefit and on the account of them the said John William Douglas and George Baylurton to wit at Madras aforesaid and the said John William Douglas and George Baylurton further say that the said Ship or Vessel called the Barrington in the said Writing or Policy of assurance Mentioned Laving the said Goods and Merchandizes on board of her after the making of the said Writing or Policy of assurance to wit on the First day of March in the year aforesaid, departed and set sail from Rangoon aforesaid upon the Voyage in the said Writing or Policy of assurance for her said intended Voyage to Madras aforesaid in the said Writing or Policy of assurance Mentioned and in the Course of the said Voyage and before the arrival of the said Ship or Vessel at Madras to wit on the Fifteenth day of April in the year aforesaid the said Ship was by and through the force and Violence of the Winds and seas and by the perils and dangers

of

of the Seas forced driven and Cast upon and against certain Shoals and Sands and Sand Banks and thereby became and was Strained bulged and wrecked and the Goods and Merchandizes so on board thereof as aforesaid became and were rendered of no use or Value and were wholly lost to the said John William Douglas and George Halyburton to wit at Madras aforesaid of all which premises the said Robert James and George Bay afterwards and more than Six Months before the filing of the Plaint of the said John William Douglas and George Bay to wit on the same day and year last aforesaid there had Notice and by reason thereof they the said Robert James and George Bay then and there became liable to pay to the said John William Douglas and George Baly= =burton a large Sum of Money to wit the aforesaid Sum of Ten Thousand Star Pagodas so by them Insured as aforesaid according to the meaning and effect of the said writing or Policy of assurance and of the promise and undertaking so by them made in that behalf as aforesaid - And whereas also the said Robert James and George Bay

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and George Halyburton or to any or either of them (altho often requested so to do) but to pay the same to the said John, William Douglas and George Halyburton They the said Robers, James and George Hay have wholly refused and still do refuse to the damage of the said John, William Douglas and George Halyburton of Twelve thousand Star Pagodas and therefore they bring Suit &c

And afterwards that is to say, on the

imparlance

Twenty fourth day of January 1805, to wit, in the same Vacation of the same Fourth Term of the Year one thousand eight hundred and four until which day the said Robers, James & George Hay had leave to imparl to the said Plaints and then to answer the same - came as well the said John, William Douglas and George Halyburton by their Attorney as the said Robers, James and George Hay by their attorney and the said Robers, James and George Hay defend the wrong and

Plea filed on the 24: January 1805.

Injury when &c and say that they did not undertake and promise in manner and form as the said John, William Douglas and George Halyburton have above thereof complained against them and of this they put themselves upon the Court &c

And afterwards to wit in the first

terms in the Year one thousand eight hundred and five

came

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Replication filed 16th Feby 1805 -

came the Parties aforesaid by their attornies aforesaid and thereupon the said John Tullok, William Douglas and George Halyburton as to the said Plea of the said Robert S. James and George Hay by them above pleaded and whereof they have put themselves upon the Court do so likewise -

And Now in this First Term in the year of our Lord one Thousand eight hundred and five that is to say on the Eleventh day of March until which day was given as well to the said John William Douglas and George Halyburton as to the said Robert James and George Hay to inform the 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 Robert James and George Hay did undertake and promise in Manner and form as the said John William Douglas and George Halyburton have above thereby Complained against them and they assess the damages of the said John William Douglas and George Halyburton on Occasion of the non performance of the premises

Premises and Undertakings above Mentioned over and above their Costs and Charges by them about this Suit in his behalf Expended to Eight Thousand and Ten Pagodas Forty fanams and Thirty three Cash and for those Costs and Charges to Two hundred and Eighty five Pagodas and three fanams - Therefore it is Considered Judgment Signed for the Plaintiffs the 20th day of April 1805- Was the said John William Douglas and George Baly burton do recover against the said Robert, James and George May the said Sum of Eight Thousand and ten Pagodas forty fanams and Thirty three cash for their said Damages and also Two hundred and Eighty five Pagodas and three fanams for their said Costs and Charges which said Damages Costs and Charges in the Whole amount to Eight Thousand two hundred and Ninety five Pagodas forty three fanams and Thirty three Cash and Was the said John William Douglas and George Baly burton Same Execution &c

Second Term 1805.

Pleas before the Honble Sir Henry Gwillim, Knight, Chief Puisne Justice and the Honble Sir Benjamin Sullivan 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 five -

Fort St. George, Madras } John Tulloh, William Douglas Brodie and George Halyburton put in their place Charles Walters and James Sutherland their attornies against John Chinnery and Gillen Ricketts in a Plea of Trespass on the Case

Fort St. George, Madras } The said John Chinnery and Gillen Ricketts put in their place William Light 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 Eighteenth day of January in the Year one thousand eight hundred and

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and five as of 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 Tulloh, William Douglas
Brodie and George Haliburton by Charles
Walters and James Sutherland their attorneys and
brought into the said Court then here his
certain Plaint against John Chinnery and
Gillers Ricketts 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- Fort Saint George

Plaint in a Sumpsit filed 18th January 1805.

Madras - John Tulloh, William Douglas Brodie
and George Haliburton by Charles Walters
and James Sutherland their attornies complain
of John Chinnery and Gillers Ricketts being
British Subjects and as such persons liable
to the Jurisdiction of this Honble Court - For
that whereas the said John, Tulloh, William
Douglas and George heretofore to wit on the
Eighteenth day of February in the Year one thousand
eight hundred and four at Madras aforesaid
according to the usage and custom of Merchants
caused

caused and procured to be made a Certain Writing or
Policy of Insurance purporting thereby and Containing
therein that the said John Tulloh, William
Douglas and George (by the Partnership Name and
Description of Messrs Tulloh Brodie and Haly=
=burton) 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 caused themselves and them and
every of them to be Insured, lost or not lost
at and from Rangoon to Madras with liberty
to touch at intermediate Ports 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 Berrington burthen
Tons or thereabouts, whereof was Master
under God for that Voyage
or whosoever
else 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

the adventure upon the said Cattoon Goods
and Merchandizes whatsoever from and
immediately following the loading thereof
on board the said Ship and so to Continue
and endure untill the said Ship with all her
Tackle apparel Ordinance Munition artillery
Boat and other Furniture also her Goods
and Merchandizes should be arrived at
Madras and the same be Safely delivered from
on board of her - and it should be lawful
for the said Ship in that Voyage to proceed
and Sail to and touch and Stay at any
Ports and places whatsoever for necessary
refreshments or Repairs without prejudice
to that Insurance, the said Ship and the
Goods and Merchandizes laden thereon for
so much as Concerned the assured were and
should be rated and reckoned by agreement
at Ten Thousand Star Pagodas Touching
the adventures and perils which they the
assurers were contented to bear and did
take

take upon themselves in that Voyage they were of the Seas Men of war, Fire. Enemies Pirates Rovers Theives Settizens 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 in case of any loss or Misfortune it should be lawful for the assured their Factors Servants and assigns to use labour and travel for in and about the defence safe guard and recovery of the said Ship and her Cargo or any part thereof without prejudice to that Insurance to the charges whereof they the said assurers would contribute, and it was agreed by them the assurers that this writing or Policy of assurance Should be of as much force and effect as the Surest writing

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or Policy of Assurance made in London and so they the Assurers were Contented and did thereby 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 Seven per Cent. and they the Assurers said Covenant promise and agree and oblige themselves their Heirs Executors Goods and Chattels in case of loss happening (which God forbid) to satisfy and pay the Sum of money by them so Assured upon the abatement of two per Cent and no more provided always that they paid the said Sum so Assured at the Expiration of six months after proper Notices thereof being given to them the Assurers otherwise no abatement would be allowed but to pay the full Sum any Usage or Custom to the contrary Notwithstanding and it was thereby further agreed that if any difference or dispute

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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 for arbitrators and they the assurers 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 that such two or four persons so Chosen not agreeing on an award Should call in a third or fifth person as Umpire by the Judgement 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 in and by a Memorandum under the said writing or Policy of assurance it was provided that fourteen days only more allowed to land the Property after the Ships arrival and the risk on the Block to Expire twenty four hours after the Ship Should be arrived at her destined port in good Safety and

an

an Exception was thereby declared against any risk or detention of the Government of Siam or Pegue. which risks were to be borne by the assured and not by the assurers and an excep= =tion was also declared against the risk of the Coast of Coromandel between the fifteenth of October and fifteenth December both days included which exception included the whole Coast between Ganjam and Cape Comorin any thing herein before contained to the Contrary Notwithstanding - and it was thereby also provided that vessel and freights should be free of average under ten per cent unless general or the vessels should be stranded, Ships provisions of all Kinds were warranted free from average unless general or the Ship should be stranded Salt Sugar Jagry 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 should be stranded - and the said Insurance was by the

the said Writing or Policy of assurance declared to be on Cargo and is only a part of the assureds risk including Freights Premium of Insurance and Charges calculated at Twenty Thousand Star Pagodas as interest might appear as by the said Writing or Policy of assurance more fully appear of which said Writing or Policy of assurance the said John Chinnery and Gillers afterwards to wit on the same day and year aforesaid 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 John Tulloh, William Douglas and George at the special instance and request of the said John Chinnery and Gillers had then and there paid to the said John Chinnery and Gillers the sum of Seven hundred Star Pagodas Current Money of Madras as a Premium and reward for the assurance of Ten Thousand Star Pagodas upon the premises in the said Writing or Policy of assurance mentioned and had then and there undertaken and to

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the said John Chinnery and Gillies faithfully promised to perform and fulfil every thing in the said writing or Policy of assurance on the part and behalf of the assured to be done performed and fulfilled they the said John Chinnery and Gillies undertook and to the said John Tulloh William Douglas and George then and there faithfully promised that they the said John Chinnery and Gillies would become assurers to the said John Tulloh William Douglas and George [illegible] said Sum of Ten Thousand Star Pagodas of and upon the premises Mentioned in the said writing or Policy of assurance and would do perform and fulfil all things in the said writing or Policy of assurance Contained on their part and behalf as such assurers aforesaid as to the said Ten Thousand Star Pagodas to be done performed and fulfilled, and the said John Chinnery and Gillies then and there became assurers to the said John Tulloh William Douglas and George of and upon the premises aforesaid and

then

then and there subscribed the said Writing or Policy of
assurance as such assurers for the said Sum of
Ten Thousand Star Pagodas to wit at Madras
aforesaid and the said John Tulloh William
Douglas and George in fact say that after the
making of the said Writing or Policy of assurance
to wit on the Fourth day of March in the year
aforesaid the said Ship or Vessel Called the
Berrington in the said Writing or Policy of
assurance Mentioned being then in good Safety
at Rangoon in the said Writing or Policy of
assurance Mentioned diverse Goods and Merchandizes
consisting of Teak Timbers of great Value to wit
of the Value of Twenty Thousand Star Pagodas
Current Money of Madras were Shipped by and
on account of the said John Tulloh, William
Douglas and George on board of the said Ship
or Vessel called the Berrington to be carried
therein from Rangoon aforesaid to Madras
on the said Voyage in the said Writing or
Policy of assurance Mentioned and that the said
John Tulloh, William Douglas and George

then and from thence until and at the time of the loss hereinafter Mentioned were interested in the said Goods and Merchandizes on board the said Ship or Vessel called the Berrington in the said writing or Policy of assurance Mentioned to a large amount and beyond the said Sum of Ten thousand Star Pagodas to wit to the amount of all the Monies ever Insured thereon and that the said Insurance so made as aforesaid was so made to and for the use and benefit and on the account of them the said John Tulloh William Douglas and George to wit at Madras aforesaid. and the said John Tulloh William Douglas and George further say that the said Ship or Vessel called the Berrington in the said writing or Policy of assurance Mentioned having the said Goods and Merchandizes on board of her after the making of the said writing or Policy of assurance to wit on the Twenty first day of March in the year aforesaid departed and set Sail from Rangoon aforesaid

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Tullok William Douglas and George then and there faithfully promised to pay them the said last mentioned Sum of Money when they the said John Chinnery and Gillers should be thereto afterwards requested - And Whereas the said John Chinnery and Gillers afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said John Tullok William Douglas and George in other Sum of Ten thousand Star Pagodas Current Money aforesaid for so much Money by the said John Chinnery and Gillers before that time had and received to the use of the said John Tullok, William Douglas and George and being so indebted they the said John Chinnery and Gillers in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said John Tullok William Douglas and George then and there faithfully promised to pay them the said last mentioned Sum of Money when they the said John Chinnery and Gillers should be thereto afterwards requested Yet the said John Chinnery and Gillers not regarding their said several promises and undertakings so by them made as aforesaid but contriving

and fraudulently intending craftily and subtilly to deceive and defraud the said John Tulloh William Douglas and George in the premises 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 to the said John Tulloh, William Douglas and George or to any or either of them (altho' often requested so to do) but to pay the same to the said John Tulloh William Douglas and George, they the said John Chinnery and Gilbert have wholly refused and still do refuse to the damage of the said John Tulloh William Douglas and George of Twelve thousand Star Pagodas and therefore they bring Suit &c

imparlance

And afterwards, that is to say, on the Twenty fourth day of January one thousand eight hundred and five to wit, in the same Vacation of the same Fourth Term of the Year one thousand eight hundred and four until which day the said John Chinnery and Gilbert Ricketts had leave to imparl to the said Plaints and then to answer the same - came as well the said John Tulloh William Douglas and George by their said Attorney as the said John Chinnery and Gilbert by their said Attorney, and the said John Chinnery and Gilbert Defend the wrong

Plea filed 24: January 1805

wrong and Injury when &c and say that they did not undertake and promise in Manner and form as the said John Tulloh William Douglas Brodie and George Halyburton Lane above Three complained against them, and of this they put themselves upon the Cour &c

And afterwards to wit in the first term in the year one thousand eight hundred and five came the Parties aforesaid by their attornies aforesaid and thereupon the said John Tulloh, William Douglas and George as to the said Plea of the said John Chinnery and Gillers by them above Pleaded and whereof they have put themselves upon the Cours do so likewise -

Replication filed 16th February 1805.

Issue Joined

And Now in this First Term in the year of our Lord one thousand eight hundred and Five, that is to say, on the Eleventh day of march in that year until which day was given as well to the said John Tulloh, William Douglas and George as to the said John Chinnery and Gillers to inform the Cours of the premises come the said parties 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

produced on both sides say that the said John Chinnery and Gillies did Undertake and Promise in Manner and form as the said John Tullok, William Douglas and George have in that behalf complained against them and they assess the damages of the said John Tullok, William Douglas and George on Occasion of the non performance of the promises and undertakings above mentioned besides their Costs and Charges by them about their Suits in this behalf Expended to Seven Thousand Nine Hundred and Six Pagodas Forty Fanams and Thirty Three Cash - and for those Costs and Charges to Two Hundred and Eighty three Pagodas and Twenty Fanams -

Therefore it is Considered that the said John Tullok William Douglas and George do Recover against the said John Chinnery and Gillies the said Sum of Seven Thousand Nine Hundred and Six Pagodas Forty Fanams and Thirty three Cash for their said damages in Manner aforesaid assessed and also Two Hundred and Eighty Three Pagodas and twenty Fanams for their said Costs and Charges which said damages Costs and Charges in the whole amount

Judgment signed for the Plaintiffs the 20th day of April 1805 -

amount to Eight Thousand one hundred and Ninety
Pagodas Sixteen Fanams and Thirty three Cash
and Has the said John Tulloh, William Douglas
and George Lane Execution &c.

Second Term 1805

Second Term 1805

Pleas before the Honble Sir Henry Gwillim Knight Chief Puisne Justice - and the Honble Sir Benjamin Sullivan 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 five -

Fort St. George Madras to wit } Wodooroo Mungamah Widow puts in her place Emanuel Samuel her attorney against Edward Parker Blake in a Plea of Trespass on the Case -

Fort St. George Madras to wit } The said Edward Parker Blake puts in his place Charles Walters and James Sutherland his attornies at the Suits of the said Wodooroo Mungamah in the Plea aforesaid -

Fort St. George Madras to wit } Be it remembered that on the Seventh 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 Wodooroo Mungamah widow by Emanuel Samuel her attorney and brought into the said Court then here his certain Plaint against Edward Parker Blake in a Plea of Trespass on the case

Plaint in abumpsit filed 23d June 1804.

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, Madras to wit
Wodooroo Mungamah widow by Emanuel Samuel her
attorney Complains of Edward Parker Blake a British
Subject Resident within the Territories Subject to and
dependent upon the Government of Madras and as such a
Person Subject to the jurisdiction of this Honble Court
of a Plea of Trespass on the Case - For that whereas
the said Edward Parker Blake on the twenty fifth
day of May in the Year of Christ one Thousand eight
hundred and four to wit at Madras was indebted
to the said Wodooroo Mungamah in the Sum of one
Thousand Star Pagodas of the Current Money of
Madras for the use and Occupation of a certain
Messuage or Tenement with the appurtenances situate
at Narayapoor within the Territories subject to
and dependent upon the Government of Madras by
him the said Edward Parker Blake and at his
request and by the Sufferance and permission of the
said Wodooroo Mungamah for a long time to wit
for the Space of three Years and four Calendar
months before then elapsed had held, used
occupied

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Occupied and possessed - And being so indebted to the said Edward Parker Blake 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 Madaoroo Mungamah to pay her the said Sum of Money when he the said Edward Parker Blake should be thereto afterwards requested - And Whereas afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Madaoroo Mungamah had before that time at the request of the said Edward Parker Blake suffered and permitted the said Edward Parker Blake to have, hold, use, occupy and possess a certain other Messuage or Tenement with the appurtenances situate at Narsyapoor aforesaid within the Territories Subject to and dependent on the Government of Madras - and that the said Edward Parker Blake had according to that Sufferance and permission had held, used occupied and possessed the same Messuage or Tenement for a certain long space of time to wit for the space of three Years and Four Calendar months then elapsed he the said Edward Parker Blake undertook and

 then

then and there faithfully promised the said Modooroo Mungamah to pay her so much Money as she therefore reasonably deserved to have of the said Edward Parker Blake when he the said Edward Parker Blake should be thereto afterwards requested — And the said Modooroo Mungamah avers that she reasonably deserved to have of the said Edward Parker Blake for the Use and Occupation aforesaid by the said Edward Parker Blake of the said last mentioned Messuage or Tenement and appurtenances for the space of Time last aforesaid the further Sum of one thousand Star Pagodas of the like current Money of Madras to wit at Madras whereof the said Edward Parker Blake afterwards to wit on the same day and year aforesaid had Notice — And whereas the said Edward Parker Blake afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Modooroo Mungamah in the further Sum of one thousand Star Pagodas of the like Current Money of Madras, for Money by the said Modooroo Mungamah before that time laid out & Expended & paid for the said Edward Parker Blake and at

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at his like Special instance and Request — And being so indebted he the said Edward Parker Blake 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 Wodaorao Mungamah to pay him the said last mentioned Sum of Money, when he the said Edward Parker Blake should be thereto afterwards requested — And whereas the said Edward Parker Blake afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Wodaorao Mungamah of and Concerning divers other Sums of Money before that time due and owing from the said Edward Parker Blake to the said Wodaorao Mungamah and then being in arrear and unpaid and upon that accounting the said Edward Parker Blake was then and there found to be in arrear and indebted to the said Wodaorao Mungamah in the further Sum of one thousand Star Pagodas of the like Current Money of Madras and being so found in arrear

No 28 and

and indebted he the said Edward Parker Blake in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Modooroo Mungamah to pay her the said last mentioned Sum of money when he the said Edward Parker Blake should be thereto afterwards requested — Yet the said Edward Parker Blake 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 Modooroo Mungamah 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 Modooroo Mungamah (although so to do, he the said Edward Parker Blake was requested by the said Modooroo Mungamah afterwards to wit on the same day and year aforesaid and oftentimes

afterwards

afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Wodooroo Mungamah he the said Edward Parker Blake hath hitherto wholly refused and still doth refuse To the damage of the said Wodooroo Mungamah of one thousand star Pagodas and therefore she brings her Suit &c

imparlance

And afterwards that is to say on the first day of February in the year one thousand eight hundred and five, to wit, in the Vacation after the fourth Term of the year one thousand eight hundred and four until which day the said Edward Parker Blake had leave to imparl to the said Plaint and then to answer the same came as well the said Wodooroo Mungamah by his Attorney as the said Edward Parker Blake by his Attornies - And the said Edward Parker Blake 1st February 1805 Defend the wrong and Injury when &c and says that he did not undertake or promise in Manner and form as the said Woodooroo Mungamah hath above thereof complained against him and of this he puts himself upon the Court &c -

And

Replication filed & Issue Joined the 7th February 1805 -

And the said Woodooroo Mungamah by Samuel and Daniel Blake Esqrs his attornies doth the like -

And thereupon a day is given to the Parties to come before the Court and prove the allegations by them respectively made of and upon the premises - At which day being the Twenty Second day of March in this Second Term in the Year of our Lord one thousand eight hundred and five came as well the said Woodooroo Mungamah as the said Edward Parker Blake by their respective attornies whereupon the said Court having Examined and Considered the several Allegations of the said Parties and the Depositions of the Witnesses adduced by them respectively Do find that the said Edward Parker Blake did undertake and promise in Manner and form as the said Woodooroo Mungamah hath above thereof Complained against him and that the said Woodooroo Mungamah hath sustained damages by occasion of the Non performance by the said Edward Parker Blake of those promises

promises and Undertakings to the Sum of Five hundred and fifteen Pagodas thirty eight fanams and twenty two Cash besides her Costs and Charges by her about her Suit in this behalf Expended.

Judgment signed for the Plaintiff the 20th day of April 1805.

It is therefore adjudged and Ordered by the Justices of the Court of our Lord the King here that the said Woodooroo Mungamah do recover against the said Edward Parker Blake her damages aforesaid so as aforesaid found and also one hundred and Ninety six Pagodas for her said Costs and Charges by the said Justices awarded to the said Woodooroo Mungamah - and with her assent - And to be paid to the said Woodooroo Mungamah - which said Damages Costs and Charges amount to the Sum of Seven hundred and Eleven Pagodas thirty eight fanams and Twenty two Cash - And

mercy the said Edward Parker Blake in Mercy &c

Second Term 1805

Second. Term 1805

Pleas before the Honble Sir Henry Gwillim Knight Chief Puisne Justice and the Honble Sir Benjamin Sullivan 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 five -

Fort St. George Madras } Gabriel Arathoon puts in his place Emanuel Samuel his attorney against Shevy Chitty in a Plea of Trespass on the Case -

Fort St. George Madras } The said Shevy Chitty puts in his place Townes Disney his attorney at the Suit of the said Gabriel Arathoon 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 Gabriel Arathoon by Emanuel Samuel his attorney and brought into the said Court then and there his

Certain

Certain Plaint against the said Shevy 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 — that is to say Madras (to wit) Gabriel Arathoon by Emanuel Samuel his Attorney Complains of Shevy Chitty Plaint in a Summons is filed the 22d July 1803 an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Hon'ble Court — For that whereas the said Shevy together with one Moonneapah Chitty late of Madras — Inhabitant and as such a person Subject to the jurisdiction of this Hon'ble Court (which said Moonneapah Chitty was and now is in due Manner outlawed in this the Supreme Court of Judicature of our Lord the King at Madras before the Justices of the same Court) on the Fifteenth day of June in the Year of our Lord one Thousand eight Hundred and two to wit at Madras was indebted to the said Gabriel in the Sum of Five Thousand Star Pagodas of lawful Current Money of Madras for divers Goods Wares and Merchandizes by the said Gabriel before that time sold and delivered to the said Shevy and the said Moonneapah

(who

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Supreme Court

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Record of Judgments

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(who was and is so outlawed as aforesaid) and at their
Special instance and Request - and being so indebted
they the said Shevy and the said Moonneapah
(who &c.) 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 Gabriel to pay him the said
Sum of Money when they the said Shevy and the
said Moonneapah (who &c.) should be thereto
afterwards Requested. and Whereas also after=
=wards to wit on the same day and Year afore=
=said at Madras aforesaid in Consideration that
the said Gabriel had before that time sold
and delivered to the said Shevy and the said
Moonneapah (who &c.) diverse other Goods
Wares and Merchandizes they the said Shevy and
the said Moonneapah (who &c. undertook and then
and there faithfully promised the said Gabriel
to pay him so much Money as the last
Mentioned Goods Wares and Merchandizes
at the time of the Sale and Delivery thereof
to the said Shevy and the said Moonneapah

who

(who &c) as aforesaid were reasonably worth whereupon
afterwards they the said Skeay and the said Moonneapah
(who &c) should be thereunto Requested - and the
said Gabriel doth aver that the goods Wares
and Merchandizes last Mentioned at the time
of the Sale and Delivery thereof to the said Skeay
and the said Moonneapah (who &c) as aforesaid
were reasonably worth Other Five Thousand
Star Pagodas of like Lawful Current Money
of Madras to wit at Madras aforesaid whereof
the said Skeay and the said Moonneapah who
&c) afterwards to wit on the same day and
year aforesaid there had Notice - and whereas
the said Skeay and the said Moonneapah (who &c)
afterwards to wit on the same day and year
aforesaid at Madras aforesaid were indebted
to the said Gabriel in the further Sum of
Five Thousand Star Pagodas of like Lawful
Current Money of Madras, for Money by the
said Gabriel before that time laid out Expended
and paid for the said Skeay and the said
Moonneapah (who &c) and at their like
Special Instance and Requests. and being so
indebted they the said Skeay and the said

Moonneapah (who &c) 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 Gabriel to pay him the said last mentioned Sum of Money when they the said Shevy and the said Moonneapah who &c should be there to afterwards requested. And whereas also the said Shevy and the said Moonneapah (who &c) afterwards to wit on the same day and Year aforesaid at Madras aforesaid were indebted to the said Gabriel in the further Sum of Five Thousand Star Pagodas of like lawful Current Money of Madras, for Money by the said Shevy and the said Moonneapah (who &c) before that time had and received to the use of the said Gabriel and being so indebted they the said Shevy and the said Moonneapah (who &c) 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 Gabriel to pay him the said last mentioned Sum of Money, when they the said Shevy and the

the said Moonneapah (who &c) should be thereto afterwards Requested - And Whereas the said Skevy and the said Moonneapah (who &c) afterwards to wit on the same day and Year aforesaid at Madras aforesaid Accounted with the said Gabriel of and Concerning diners other Sums of Money before that time due and owing from the said Skevy and the said Moonneapah (who &c) to the said Gabriel and then being in arrear and unpaid and upon that accounting the said Skevy and the said Moonneapah (who &c) were then and there found to be in arrear and indebted to the said Gabriel in the further Sum of Five thousand Star Pagodas of like Cawgles Current Money of Madras and being so found in arrear and indebted as last aforesaid the said Skevy and the said Moonneapah (who &c) 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 Gabriel to pay him the said last Mentioned Sum of

Mony

Money when they the said Skewy and the said Moon=
=neapah (who &c) should be thereto afterwards
Requested. - Yet the said Skewy and the said
Mooneapah (who &c) before and the said Skewy
since the said outlawry was had not regarding
their said Several promises and undertakings
so by them in Manner and form aforesaid
made but Continuing and fraudulently
intending Craftily and subtilly to deceive
and Defraud the said Gabriel in this behalf
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 to the said Gabriel
although so to do they the said Skewy and the
said Mooneapah (who &c) before the said
Outlawry was had were and each of them
was often times Requested - and the said Skewy
Since the said Outlawry was had hath been
Requested by the said Gabriel afterwards
to wit on the Sixteenth day of July in the
Year of our Lord one thousand eight hundred
and three and often times afterwards at
Madras

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Madras aforesaid But to pay the same or any part thereof to the said Gabriel the said Shevy and the said Mooneapah Cuko &c Same and each of them hath hitherto wholly refused and the said Shevy Still doth refuse to the damage of the said Gabriel of Five Thousand Star Pagodas of Lawful Current Money of Madras and therefore he brings his Suit &c

And the said Shevy Chitty by Townes Disney his attorney comes and 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 Gabriel Arathoon hath above thereof complained against him and of this he puts himself upon the Court and so forth -

Plea filed 29. July 1803

And the said Gabriel doth the like -

Replication filed the 30th July 1803 & Issue Joined

And Now in this third Term in the year one thousand eight hundred and four - that is to say on the third day of August to which day was given as well to the said Gabriel Arathoon as to the said Shevy Chitty to inform the Court of the premises at which day came as well the said Shevy Chitty by his said Attorney as the said

Gabriel Arathoon and the said Court having heard the respective Allegations of the parties proceeded to Consider thereof but before any Verdict was given by the said Court in the premises, the said Gabriel Arathoon being solemnly called came not - and it appearing to the Court here that the said Gabriel Arathoon hath neglected to bring the issue above joined on to be tried, according to the Course and practice of the said Court - Therefore it is Considered by the said Court here that the said Gabriel Arathoon take nothing by his said Plaint but that he and his pledges to prosecute be in mercy &c And that the said Gabriel Arathoon do go thereof without day - And it is further Considered by the said Court here that the said Henry Chitty do recover against the said Gabriel Arathoon the Sum of two hundred and sixty four Pagodas for his Costs and Charges by him laid about his defence in this behalf by the said Court Now here adjudged to the said Henry Chitty and with his assent - and that the said

Judgment signed for the Defendant the 20th. April 1805

Henry

Second Term 1805

Henry Chitty Esqr execution thereof &c

And thereupon the said Henry Chitty by Townes Disney his attorny 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 Gabriel Stalkaart 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

Ca. ad Satisfaciendum issued the 10th of December

returnable here on the Tenth day of February next

1805 -

Pleas before the Honble Sir Henry Gwillim Knight First Puisne Justice and the Honble Sir Benjamin Sulivan 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 five

Fort St. George Madras } Cundagudala Sashauchella Chitty puts in his place Emanuel Samuel his attorney against Bydeparty Venkyah Braminy in a Plea of Trespass on the case -

Fort St. George Madras } The said Bydeparty Venkyah Braminy puts in his place George Mc. Mahon his attorney at the Suit of the said Cundagudala Sashauchella Chitty in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that on the Ninth day of September in the Vacation after the third Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Cundagudala Sashauchella Chitty by Emanuel Pulo his attorney and brought into the said Court

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Then there his Certain Plaint against Bydepauky Venkyah 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, Madras to wit Cundagu-dala Sashauchella Chitty by Emanuel Samuel his attorney Complains of Bydepauky Venkyah Braminy an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honble Court Contracts heretofore to wit on the Seventeenth day of July in the Year of Christ one thousand eight hundred and two to wit at Madras in Consideration that the said Sashauchellam at the Special instance and request of the said Venkyah had then and there delivered and caused to be delivered to him the said Venkyah Sundry Goods and Merchandizes that is to say, diners bales of board cloth and diners large quantities of Plate Copper and diners other large quantitys of Manufactured Copper to be sold and disposed of by him the said Venkyah for the said Sashauchellam he the said Venkyah undertook and then and there faithfully promised the said Sashauchellam

Plaint in assumpsit
filed 9th Sept. 1802 -

to sell and dispose of the same Goods and Merchan=
=dizes and to pay the Money arising therefrom or otherwise
to account for the same to him the said Sashauchellum
when he the said Venkyah should be thereto afterwards
requested - and although he the said Venkyah
afterwards to wit on the same day and Year aforesaid
at Madras aforesaid had and received the Money
arising from the Sale and disposition of the said
Goods and Merchandizes - Yet the said Venkyah
Contriving and unjustly intending to deceive and
defraud the said Sashauchellum in this behalf
hath not as yet paid the said Money arising
from the Sale and disposition of the aforesaid Goods
and Merchandizes or otherwise accounted for
the same to the said Sashauchellum although
to do this he the said Venkyah was requested
by the said Sashauchellum 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 - And whereas

afterwards

Afterwards to wit on the same day and Year aforesaid at Madras aforesaid in Consideration that the said Sackauchellum at the like Speciall instance and Request of the said Venkyah had Delivered and Caused to be Delivered to him the said Venkyah Sundry other Goods and Merchandizes that is to say - diverse Bales of broad Cloth and diverse large quantities of Plate Copper and diverse other large quantities of Manufactured Copper of and belonging to him the said Sackauchellum and diverse other Persons and to be sold and disposed of by the said Venkyah for and on the account of the said Sackauchellum and those other persons he the said Venkyah undertook and then and there faithfully promised the said Sackauchellum to sell and dispose of the said Goods and to pay so much and such part or portion of the Money arising therefrom as should be due and payable in respect of the Right and Interest of the said Sackauchellum in the said Goods and Merchandizes

on

or Otherwise to account for the same to him the said Sashauchellum When he the said Venkyah should be thereto afterwards Requested — and although the said Venkyah on the same day and year aforesaid at Madras aforesaid had and Received Monies to a large amount arising from the Sale and Disposition of the said Goods and Merchandize — Yet the said Venkyah hath not paid to the said Sashauchellum so much or such part or portion of the same Monies as were and ought to be due and payable to him the said Sashauchellum in respect of his right and Interest in the said Goods and Merchandize nor hath Otherwise accounted for the same to him the said Sashauchellum (altho' to do this he the said Venkyah was Requested by the said Sashauchellum afterwards to wit on the same day and year aforesaid and often afterwards to wit at Madras aforesaid) But the said Venkyah to do this hath hitherto

hitherto wholly refused and still refuses - And
Whereas the said Venkyah afterwards to
wit on the same day and year aforesaid at
Madras aforesaid was indebted to the said
Sashauchellum in the Sum of Fifty thousand
Star Pagodas of lawful Current Money of
Madras for diverse Goods Wares and Merchandizes
by the said Sashauchellum before that time sold
and delivered to the said Venkyah and at his
special instance and Request - And being
so indebted he the said Venkyah 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
Sashauchellum to pay him the said Sum of
Money last mentioned when he the said Venkyah
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 Sashauchellum had
before that time sold and delivered to the said

Venkyah diverse other Goods Wares and Merchan=
=dizes he the said Venkyah undertook and then
and there faithfully promised the said Sachan=
=chellum to pay him so much money as the
last mentioned Goods Wares and Merchandizes
at the time of the sale and delivery thereof
to the said Venkyah as aforesaid were
reasonably Worth Whenever afterwards he the
said Venkyah should be thereunto requested—
And the said Sashanchellum avers that the
Goods Wares and Merchandizes last mentioned
at the time of the Sale and delivery thereof
to the said Venkyah as aforesaid were
reasonably Worth other fifty thousand star
Pagodas of like lawful Current Money of
Madras to wit at Madras aforesaid whereof
the said Venkyah afterwards to wit on the
same day and year aforesaid there had
Notice— And whereas the said Venkyah
afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted

to

to the said Sashachellum in the further Sum of fifty thousand Star Pagodas of like Lawful Current Money of Madras for Money by the said Sashachellam before that time Lent and advanced to the said Venkyah and at his like Special instance and Request And being so indebted he the said Venkyah 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 Sashauchellum to pay him the said Last mentioned Sum of Money when he the said Venkyah should be thereto afterwards Requested - And Whereas the said Venkiah afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Sashauchellum in the further Sum of fifty thousand Star Pagodas of like Lawful Current Money of Madras for Money by the said Sashauchellam before that time Laid out Expended and paid for the said Venkyah and at his like Special instance and Request - And being so indebted he the said Venkyah 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 Sashauchellum to pay

him

Sum the said last Mentioned Sum of Money when he the said Venkyah should be thereto afterwards Requested - And whereas also the said Venkyah afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Sashauchellum in the further Sum of fifty Thousand Star Pagodas of like Campte Current Money of Madras for Money by the said Venkyah before that time had and Received to the use of the said Sashauchellum And being so indebted he the said Venkyah 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 Sashauchellum to pay him the said last mentioned Sum of money when he the said Venkyah should be thereto afterwards Requested - And whereas the said Venkyah afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Sashauchellum of and Concerning divers other Sums of Money before that time due and Owing from the said Venkyah to the said Sashauchellum and then being in arrear and unpaid

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unpaid and upon that accounting the said Venkiah was then and there found to be in arrear and indebted to the said Sashauchellum 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 Venkyah in Consideration whereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sashauchellum to pay him the said last mentioned Sum of Money when he the said Venkyah should be thereto afterwards requested- Yet the said Venkyah not regarding his said several Promises and undertakings in the last Six Counts respectively mentioned so by him in manner and form aforesaid made but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Sashauchellum in this behalf hath not yet paid the said several Sums of Money in those Six Counts Mentioned or any or either of them or any part thereof to the said Sashauchellum (although so to do he the said Venkyah was requested by the said Sashauchellum afterwards to wit on the same day and Year aforesaid and often times afterwards

afterwards at Madras aforesaid) Rent to pay the
same or any part thereof to the said Sashanchellum
he the said Venkyah hath hitherto wholly
refused and still doth refuse To the damages
of the said Sashanchellum of five thousand Star
Pagodas and therefore he brings his Suit &c

imparlance

And afterwards to wit in the
fourth Term of the said year one thousand eight
Hundred and two in the said Supreme Court of
Judicature at Madras until which Term
the said Bydeauky Venkiah Brahmin had leave
to imparl to the said Plaint and then to answer
the same, came as well the said Cundagadala
Sashanchella Chitty by his attorney - as the said
Bydeauky Venkiah Brahmin by his
attorney - And the said Bydeauky Venkyah
Brahmin defends the wrong and injury when and
Plea filed 1st October 1802 so forth and saith that he did not under=
=take or promise in manner and form as the
said Cundagudala Sashanchella Chitty hath
thereof complained against him and of
this he puts himself upon the Court -
And the said Sashanchella doth the like

Issue Joined

And Now in this Second Term of the said
Year

Second Term 1805

year one thousand eight hundred and five - that is to say on the fifth day of April, to which day was given to the said Condagudla Sasachella Chitty as to the said Bydepauty Venkiah Brahmin to inform the Court of the premises, at which day came as well the said Bydepauty Venkiah Brahmin by his said Attorney as the said Condagudla Sasachella Chitty and the said Court having heard the respective allegations of the parties proceeded to consider thereof but before any Verdict was given by the said Court in the premises the said Condagudla Sasachella Chitty being solemnly called came not, nor doth he further prosecute his Plaint aforesaid against the said Bydepauty Venkiah Brahmin -

Therefore It is Considered that the said Condagudla Sasachella Chitty take nothing by his said Plaint but that he and his pledges to prosecute be in mercy &c and that the said Condagudla Sasachella Chitty doth go thereof without day &c -

Judgment signed for the Defendant the 24th April 1805 -

And It is further Considered by the said Court here that the said Bydepauty Venkiah

Venkiah Brammy do recover against the said Condu=
=gudla Sasachella Chitty the Sum of one Hundred and
Sixty three pagodas and Twenty nine fanams
for his Costs and Charges by him laid about
his defence in this behalf by the said Court
now here adjudged to the said Rydepaudy
Venkiah Brammy and with his assens- and
that the said Rydepaudy Venkiah Brammy have
execution thereof &c

Second Term 1805

Pleas before the Honble Sir Henry Gwillim Knight Chief Puisne Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras - of the Second Term one thousand eight hundred and five -

Fort St George, Madras 2 - 3 } Alexander Morrison puts in his place William Light his attorney against George Hay in a Plea of debt -

Fort St George, Madras 2 - - } The said George Hay puts in his place Robert Orme his attorney at the Suit of the said Alexander Morrison in the Plea aforesaid -

Fort St George, Madras 2 - - } Be it remembered that in the first Term of the Year one thousand eight hundred and five before the said Supreme Court of Judicature at Madras came Alexander Morrison by William Light his attorney and brought into the said Court then there his certain Plaint against the said

George Bay 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, that is to say, Fort St. George
Plaint in debt Madras Alexander Morrison by William Light
filed 13. Febry 1805 his Attorney complains of George Bay being
British Subject and as such a person —
liable to the Jurisdiction of this Honorable
Court of a Plea that he render unto him
the said Alexander Morrison Ten Thousand
Six Hundred and Ninety eight Star Pagodas
seven Fanams and forty cash which he the
said George Bay owes to and unjustly detain
from him — For that whereas the said George
Bay heretofore to wit on the fourth day of July
in the year one Thousand eight hundred and four
at Madras aforesaid by his Certain Writing
obligatory sealed with the Seal of the said
George Bay and to the Court now here shewn
the date whereof is the day and year aforesaid
acknowledged himself (by the Name and
description of Rumbler and Bay) to be held and
firmly bound unto the said Alexander Morrison

in

in the penal Sum of ten thousand Six hundred and ninety eight Star Pagodas seven fanams and forty cash to be paid to the said Alexander Morrison when he the said George should be thereto afterwards requested - Yet the said George Hay (altho often requested to pay the same hath not yet paid the said Sum of ten thousand Six hundred and ninety eight Star Pagodas seven fanams and forty Cash above demanded or any part thereof to the said Alexander Morrison but to pay the same or any part thereof to the said Alexander Morrison he the said George Hay hath hitherto wholly refused and still doth refuse to the said Alexander Morrison his damage of five hundred Star Pagodas - and therefore he brings his Suit and so forth:-

imparlance

And afterwards to wit in the Second Term of the said Year one thousand eight hundred and five in the said Supreme Court of Judicature at Madras until which term the said George Hay had leave to imparl to the said Plaint and then to answer the same came as well the Alexander Morrison by his said Attorney as the said George Hay by his

Supreme Court

Record of Judgments

Record Term 1805

Roll 73.

Plea filed 27th March 1805 -

said attorney - and the said George Hay defends the wrong and injury when &c and says that the said writing obligatory in the said Action mentioned is not his Deed And of this he puts himself upon the Court &c

Issue Joined And the said Alexander doth the like -

And afterwards that is to say on the Second day of April in this Second Term before the Justices of the Court here come the parties aforesaid by their attorneys aforesaid and the said Justices having Examined and Considered the Several allegations of the said parties and the Depositions of witnesses in regard thereto It appears to the Court that the said writing obligatory in the said Plaint of the said Alexander Morrison mentioned is the Deed of the said George Hay and that the said George Hay doth owe to and detain from the said Alexander Morrison the said Sum of Six Thousand Six hundred and ninety eight Star Pagodas Seventy Fanams and Forty Cash in Manner and form as the said Alexander Morrison hath above complained against him - It is therefore adjudged by the Court that the said

Judgment signed for the Plaintiff the 25th April 1805

Secon'd Term 1805

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said Alexander Morrison do recover against
the said George Hay his said debt and also
Pagodas one hundred and thirty star Pagodas
and Eighteen 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 laid out
about his Suit in this behalf by the Court
here adjudged to the said Alexander Morrison
and with his assent and the said George Hay
in mercy &c

Mercy

Second Term 1805

Second Term 1805

Pleas before the Honble Sir Henry Gwillim Knight Puisne Justice, and the Honble Sir Benjamen Sullivan 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 five -

Fort St George, Madras to wit } John De Fries, Marepoody Vencatasawmy Naidoo and Mannapully Rungiah Naidoo Surviving Executors of the last will and Testament of Mannapully Tremaliah otherwise Tremalaroy deceased put in their place Emanuel Samuel and Daniel Neale their Attornies against Periah Moonamally Ummall the Widow and Taungy Lyah Sawmy Moodelliar the Brother and who are the personal Representatives of Taungy Saravana Moodelliar deceased in a Plea of Trespass on the case -

Fort St George, Madras to wit } The said Periah Moonamally Ummall the widow and

Taungy Lyah Sawmy Modelliar the Broker and who
are the personal Representatives of Taungy Saravana
Modelliar deceased in their proper Persons as
the Suits of the said John De Fries, Marepoody
Vencatasawmy Naidoo and Mannapully Rungiah
Naidoo Surviving Executors of the last Will and
Testament of Mannapully Tremaliah otherwise
Tremalaroy deceased in the Plea aforesaid -

Fort St. George } Be it Remembered that on the Twenty ninth
Madras } day of August as of 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 De Fries, Marepoody Venca-
-tasawmy Naidoo and Mannapully Rungiah Naidoo
Surviving Executors of the last will and Testament
of Mannapully Tremaliah otherwise Tremalaray
deceased by Emanuel Samuel and Daniel Neale
their Attornies and brought into the said Court
then there their certain Plaints against the said
Periah Woonamally Ammall the Widow and Taungy
Lyah Sawmy Modelliar the Broker and who are
the personal Representatives of Taungy Saravana
Modelliar

Modellier 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 Plaints follows in these words - (that is
to say) Madras to wit John De Frias, Mare=
=poody Venca tasawmy Naidoo and Maunapully
Pangiah Naidoo Surviving Executors of the
last will and Testament of Maunapully Tremalich
otherwise Tremalaroy deceased by Emanuel
Samuel and Daniel Neale their Attornies
Complain of Periah Moonamally Ummall the
Widow and Taungy Lyah Sawmy Modellier
the Brother and who are the personal Represnta=
=tives of Taungy Saravana Modellier deceased
who in his life time was an Hindoo Inhabitant
of Madras the said Periah Moonamally Ummal
and Taungy Lyah Sawmy being respectively
Inhabitants of Madras and as such Subjects
to the Jurisdiction of this Honorable Court
For that Whereas the said Taungy Saravana
Modellier in his life time to wit on the Twenty
Ninth day of July in the Year of our Lord
one thousand Seven hundred and Ninety nine

Plaints in assumpsit filed 29th August 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
and bearing date the day and year aforesaid
whereby he the said Mannapully Tremaliah Atthemuse
=ments in writing to the said Mannapully
Tremaliah Atthemuse Tremalaray deceased
in his life time by which said Instru=
=ments in writing he the said Taungy Sarana
=no Moadelliar acknowledged Has on the
day of the making thereof he had in Consequence
of his urgent occasion borrowed and received
of the said Mannapully Tremaliah Atthemuse
Tremalaray (by the Name of Mannapully
Terroomaly Naicker) the Sum of one Hundred
and fifty Six Star Pagodas Seventeen Fanams
and Twenty three cash Current Money of
Madras and did thereby engage to repay to
the said Mannapully Tremaliah Atthemuse
Tremalaray the same Sum on demand together
with

with all such Interest as Shall or might become due thereon at the rate of Twelve per Cent per Annum By means whereof the said Taungy Saravana Moodelliar deceased in his life time become liable to pay to the said Manna pully Tremaliah Otteruise Tremalaroy deceased 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 Taungy Saravana Modelly deceased 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 Manna pully Tremaliah Otteruise Tremalaroy deceased in his life time to pay to 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 also the said Taungy Saravana Modelliar in his life time afterwards to wit on the thirtieth day of July in

at Madras aforesaid was indebted to the said
Mannapully Tremaliah Athennise Tremalayay
deceased in his life time in the sum of one
thousand Star Pagodas of lawful Current
Money of Madras for Money by the said Manna
=pully Tremaliah Athennise Tremalayay deceased
in his life time before that time lent and
advanced to the said Taungy Saravana Moodelliar
in his life time and at his Special instance
and Request. And being so indebted he
the said Taungy Saravana Moodeliar 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 Mannapully
Tremaliah Athennise Tremalayay deceased to pay
to him the said last Mentioned Sum of Money when
he the said Taungy Saravana Moodeliar in
his life time should be thereto afterwards
requested And whereas also the said Taungy
Saravana Moodeliar in his life time afterwards
to wit on the same day and year last aforesaid
at

at Madras aforesaid was indebted to the said Mannapully Tremaliah otherwise Tremalaray deceased in his life time in the further Sum of one thousand Star Pagodas of like lawful Current Money of Madras for money by the said Mannapully Tremaliah otherwise Tremalaray deceased in his life time before that time laid out Expended and paid for the said Taungy Saravana Moodelliar in his life time and at his like Special instance and request- And being so indebted he the said Taungy Saravana Moodelliar 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 Mannapully Tremaliah otherwise Tremalaray deceased in his life time to pay to him the said last Mentioned Sum of Money when he the said Taungy Saravana Moodelliar in his life time should be thereto afterwards requested And whereas also the said Taungy Saravana Moodelliar deceased in his life time afterwards to

mist on the same day and year last aforesaid as
Madras aforesaid was indebted to the said Mannapully
Tremaliah Athemisse Tremalaroy deceased in his life
time in the further Sum of one thousand Star
Pagodas of like lawful Current money of Madras
for money by the said Taungy Saravana Moodeliar
in his life time before that time had and
received to the use of the said Mannapully
Tremaliah Athemisse Tremalaroy deceased in his
life time - And being so indebted he the
said Taungy Saravana Moodeliar 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 Mannapully
Tremaliah Athemisse Tremalaroy deceased
in his life time to pay to him the said
last mentioned Sum of money when he
the said Taungy Saravana Moodeliar
in his life time should be thereto after=
wards requested - And whereas also
the said Taungy Saravana Moodeliar in
his

his life time aftermards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Mannapully Tremaliah otherwise Trimalaray in his life time of and Concerning diverse other Sums of Money before that time due and owing from the said Taungy Saravana Moodelliar to the said Mannapully Tremaliah otherwise Tremalaray and then being in arrear and unpaid, and upon that accounting the said Taungy Saravana Moodelliar in his life time was then and there found to be in arrear and indebted to the said Mannapully Tremaliah otherwise Tremalaray in his life time 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 Taungy Saravana Moodelliar in his life time in Consideration thereof aftermards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there

faithfully promised to the said Mannapully Tremaliah
Otheruise Tremalayay in his life time to pay him the
said last mentioned Sum of Money when he the said Taungy
Saravana Moodelliar should be thereto afterwards
requested Yet the said Taungy Saravana Moodelliar
in his life time, and the said Periah Arsona=
=mally Ummall and Taungy Lyah Sawmy Personal
Representatives as aforesaid since the Decease of
the said Taungy Saravana Moodelliar not regarding
the said Sevral promises and undertakings so hey
him in Manner and form aforesaid made but contri=
=ving and fraudulently intending craftily and subtilly to
deceive and defraud the said Mannapully Tremaliah
Otheruise Tremalayay in his life time and the
said Lom Periah Arsonamally Ummall and Taungy Lyah Sawmy Personal
Representatives as aforesaid since the Decease of
Naidoo and Mannapully Rungiah Naidoo and also
one Alexander Grant in his life time since the
death of the said Mannapully Tremaliah Otheruise
Tremalayay (which said Alexander Grant
was in his life time on Execution of the last
Will and Testament of the said Mannapully
Tremaliah

Tremaliah Otherwise Tremalaray and is now deceased
and whereas the said John De Fries, Marespody
Vencatasawmy Naidoo and Mannapully Rangiah
Naidoo have survived and likewise the said John
De Fries Marespody Vencatasawmy Naidoo and
Mannapully Rangiah Naidoo surviving Executors
as aforesaid since the decease of the said Alexander
Grant have not nor have nor hath either of
them yet paid the said several Sums of Money
or any of them or any part thereof to him, them
or any or either of them (although so to do the said
Taungy Saravana Modelliar was requested by
the said Mannapully Tremaliah Otherwise Tremalray
in his life time to wit on the day and year last
aforesaid and although so to do the said Periah
Woonamally Ummall and Taungy Lyah Sawmy
were requested as well by the said Manna-
=pully Tremaliah Otherwise Tremalaray in his
life time after the death of the said Taungy
Saravana Modelliar as by the said John De
Fries, Marespody Vencatasawmy Naidoo and

Mannapully Rungiah Naidoo and Alexander Grant
Executors aforesaid after the death of the said Manna-
=pully Tremaliah otherwise Tremalaroy and in the
life time of the said Alexander Grant to wit on
the twenty eighth day of May in the year one thousand
eight hundred and also by the said John De Fries
Marepoody Vencatasawmy Naidoo and Mannapully Rangiah
Naidoo Executors aforesaid since the death of
the said Alexander Grant to wit on the fifteenth
day of March in the year of our Lord one
thousand eight hundred and four at Madras
aforesaid Doth pay the same or any part thereof
to the said Mannapully Tremaliah otherwise Tremale
=ay deceased in his life time or to the said John De
Fries Marepoody Vencatasawmy Naidoo and
Mannapully Rungiah Naidoo and the said Alex=
=ander Grant Executors aforesaid in the life time
of the said Alexander Grant or to the said John
De Fries Marepoody Vencatasawmy Naidoo
and Mannapully Rungiah Naidoo Surviving
Executors aforesaid since the death of the said
Alexander

Alexander Grant or to any or either of them the said
Taungy Saravana Modelliar in his life time and
the said Periah Woonamally Ummall and Taungy
Lyah Sawmy Personal Representatives as aforesaid
since the death of the said Taungy Saravana
Modelliar Love and each of them hath hitherto
wholly refused and the said Periah Woonamally
Ummall and Taungy Lyah Sawmy Personal Represen=
=tatives as aforesaid still do and each of them doth
still refuse to pay the same or any part thereof
to the said John De Fries Marespoody Vencata=
=sawmy Naidoo and Mannapully Rungiah Naidoo
Surviving Executors as aforesaid To the damage
of the said John De Fries Marespoody Vencatasawmy
Naidoo and Mannapully Rangiah Naidoo as such
Surviving Executors of one thousand Star Pagoda
and therefore they bring their Suit &c

And the said John De Fries, Marespoody
Vencatasawmy Naidoo and Mannapully Rangiah
Naidoo being in to Court here the Letters Testa=
=mentary of the said Mannapully Trumalia deceased

whereby it fully appears to the said Court here
that the said John De Fries Marepoody Venca
=tasawmy Naidoo and Maunapully Rungiah Naidoo
and the said Alexander Grant deceased were
in the life time of the said Alexander Grant
Executors - And that since the death of the
said Alexander Grant the said John De Fries
Marepoody Vencatasawmy Naidoo and Maunapully
Rungiah Naidoo are Executors of the last
will and Testament of the said Maunapully
Tremaliah Athermiza Tremalaray deceased and
have Administration thereof &c

And the said Periah Woonamally Ummall
and Tawngy Lyah Sawmy Moodelliar and each of them not
having been found by the Sheriff of Madras day was
given unto them respectively by proclamation in the Court
of our Lord the King here from time to time for their
appearing and answering to the said Claims and Suits
of the said John De Fries, Marepoody Vencatasawmy
Naidoo and Maunapully Rungiah Naidoo. And on
the last day so given to them (that is to say) on
the twenty eighth day of March in this Term

the

the said Peria Woonamally Ummall and Taungy Lyah Sawmy Moodelliar did not nor did either of them appear - Whereupon the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo are required that on a day therefore appointed they do Come before the Court here and unify the damages which they may have sustained by occasion of the premises in such Manner as the Court shall award at which last mentioned day being the Sixth day of April in this Term the Justices of the Court of our Lord the King did proceed to hear Examine and determine the said Plaint and Suit of the said John De Fries, Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo - and having examined and Considered the allegations of them the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo and the Depositions of their Witnesses in his behalf The Justices of the Court of our Lord the King there do adjudge determine and award that the said Taungy Sardvana Moodelliar in his life time did undertake and promise in Manner and form as the said John De Fries Marepoody Vencatasawmy Naidoo and Munnapully

Rungiah Naidoo Laue above thereof Complained against the said Periah Woonamally Ummall and Tolengy Lyah Sawmy Moodelliar - and that the said John De Fries, Marespoody Venkatasawmy Naidoo Munnapully Rungiah Naidoo ought to recover against the said Periah Woonamally Ummall and Tolengy Lyah Sawmy Moodelliar as Representatives aforesaid the damages sustained by them the said John De Fries Marespoody Venkatasawmy Naidoo and Munnapully Rungiah Naidoo as Executors aforesaid by occasion of the Non performance by the said Tolengy Saravana Moodelliar in his life time of those promises and undertakings aboue their Costs and Charges by them about their Suit in this behalf Expended - And the said Justices do award the damages Sustained by the said John De Fries Marespoody Venkatasawmy Naidoo and Munnapully Rungiah Naidoo by the Occasion aforesaid at the Sum of Two Hundred and Sixty three Pagodas thirty four Fanams

Judgment signed for the Plaintiffs the 1st day of May 1805.

Fanams and twenty three Cash — and do award
and Order that the same damages and also the
Sum of one Hundred and Seventy three Pagodas
and Sixteen Fanams for their Costs and Charges
aforesaid be paid by the said Periah Moonamally
Ummall and Taungy Lyah Sawmy Modelliar as
Representatives as aforesaid to the said John
de Fries Marepoody Vencatasawmy Naidoo and
Munnapully Rungiah Naidoo as Executors
as aforesaid (which said damages Costs and
Charges amount in the whole to the Sum of
Four Hundred and thirty Seven Pagodas Six
Fanams and twenty three cash) and that the
said Periah Moonamally Ummall and Taungy
Lyah Sawmy Modelliar be in mercy &c

Mercy

And thereupon the said John De Fries,
Marepoody Vencatasawmy Naidoo and Mannapully Rangiah
Naidoo Surviving Executors as aforesaid by Emanuel Samuels
and Daniel Neal their attorneys pray a Writ of our
Lord the King to be directed to the Sheriff of
Madras to cause him to buy and make of
the Houses, Lands, debts and other Effects which
belong to the said Periah Moonamally Ummal and

Taungy

Writ of Execution
Issued the 1st
day of May
1805-

Taungy Lyah Sawmy Moodelliar as representatives aforesaid the Sum of four hundred and thirty seven Pagodas Six Fanams and twenty three cash - and it is granted unto them returnable here on the first day of June next -

Second Term 1805

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Pleas before the Honble Sir Henry Gwillim Knight First Puisne Justice and the Honble Sir Benjamin Sullivan 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 five -

Fort St. George } Hawder Bauchan puts in his place Townes
Madras } Disny his Attorny against Syed Mahommed and
Syed Noor Ullah - in a Plea of Trespass &c.

Fort St. George } The said Syed Mahommed and Syed Noor
Madras } Ullah put in their place Robert Orme their attorney
at the Suit of the said Hawder Bauchan in the
Plea aforesaid -

Fort St. George } Be it remembered that in the First Term in
Madras } the Year one thousand eight hundred and four
before the said Supreme Court of Judicature at
Madras came the said Hawder Bauchan by Townes
Disny

Plaint in Trespass
filed 10th Febry
1804.

Diony his attorney and brought into the same Court then there his certain Plaint against the said Syed Mahomed and Syed Noor Ullah 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, that is to say, Fort St. George Madras ss. Towney Diony his attorney complains of Syed Mahomed and Syed Noor Ullah Inhabitants of Madras Mahommedan Inhabitants of Madras and as such liable to the jurisdiction of this Hon'ble Court - For that the said Hawder Bauchan heretofore to wit on the Eighth day of January in the Year one thousand eights Hundred and four with force and arms to wit with Swords Clubs and Staves broke and entered the dwelling House of the said Hawder Bauchan situate lying and being at Saint Thome within the limits of Madras aforesaid and then and there seized took and carried away one Note in writing

Commonly

Commonly called a Promissary Note belonging to the said Hawden Bouchan made and Signed by Certain persons Carrying on Trade at Madras under the Partnership Name and Firm of the Carnatic Bank whereby the said Carnatic Bank promised to pay to the Bearer thereof one Hundred Pagodas on demand, and then and there being unpaid and of the Value of one Hundred Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Hawden Bouchan made and Signed by the said persons Carrying on trade under the Partnership Name and firm of the Carnatic Bank whereby the said Carnatic Bank promised to pay to the Bearer thereof one Hundred Pagodas on demand and then and there being unpaid, and of the Value of one Hundred Pagodas - one other Note in writing Commonly called a Promissory Note belonging to the said Hawden Bouchan made and Signed by the said persons Carrying on trade under the Partnership Name and firm of the Carnatic Bank whereby the said.

Carnatic

Supreme Court

Record of Judgments

Second Term 1805

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Carnatic Bank promised to pay to the bearer thereof one hundred Pagodas on demand and then and there being unpaid and of the Value of one hundred Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and signed by the said persons Carrying on trade under the partnership name and firm of the Carnatic Bank - whereby the said Carnatic Bank promised to pay to the bearer thereof Fifty Pagodas on demand and then and there being unpaid and of the Value of Fifty Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and signed by the said persons Carrying on trade under the partnership Name and firm of the Carnatic Bank whereby the said Carnatic Bank promised to pay to the bearer thereof Fifty Pagodas on demand and then and there being unpaid and of the Value of Fifty Pagodas one other Note in writing Commonly called

a Promissory Note belonging to the said Kauder Bauchan made and signed by the said persons carrying on trade under the Partnership Name and Firm of the Carnatic Bank whereby the said Carnatic Bank promised to pay to the bearer thereof Fifty Pagodas on demand and then and there being unpaid and of the Value of Fifty Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and signed by the said persons carrying on trade under the Partner=ship Name and Firm of the Carnatic Bank whereby the said Carnatic Bank promised to pay to the bearer thereof Five Pagoda on demand and then and there being unpaid and of the Value of Five Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and signed by the said persons carrying on trade " " " " " , under the Partnership Name and Firm of the Carnatic Bank whereby the said Carnatic Bank promised

to pay to the bearer thereof five pagodas on demand and then and there being unpaid and of the Value of five pagodas one other Note in writing Commonly Called a Promissory Note belonging to the said Mawder Bauchan made and signed by Certain persons Carrying on trade under the partnership Name and firm of the Madras Bank whereby the said Madras Bank promised to pay to the bearer thereof one Hundred pagodas on demand and then and there being unpaid and of the Value of one Hundred pagodas one other Note in writing commonly Called a Promissory Note belonging to the said Mawder Bauchan made and signed by Certain persons Carrying on trade under the Partnership Name and firm of the Madras Bank whereby the said Madras Bank promised to pay to the bearer thereof one Hundred pagodas on demand and then and there being unpaid and of the Value of one Hundred

Pagodas - one Other Note in writing Commonly
Called a Promissory Note belonging to the
said Kauder Pauchan made and signed by
Certain persons Carrying on trade under the
partnership Name and Firm of the Madras Bank
whereby the said Madras Bank promised to
pay to the bearer thereof one Hundred Pagodas on
demand and then and there being unpaid and
of the Value of one Hundred pagodas one
other Note in writing Commonly called a
Promissory Note belonging to the said Kauder
Pauchan made and signed by the said persons
carrying on trade under the partnership Name
and Firm of the Madras Bank - whereby the
said Madras Bank promised to pay to the
bearer thereof Fifty Pagodas on demand
and then and there being unpaid and of the
Value of Fifty Pagodas one other Note in writing Commonly
Called a Promissory Note belonging to the said
Kauder Pauchan Made and Signed by the said
persons Carrying on trade under the
partnership Name and Firm of the Madras
Bank whereby the

promised to pay to the bearer thereof fifty Pagodas on demand and then and there being unpaid and of the Value of fifty Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Kauder Baucan made and Signed by the said persons Carrying on trade under the partnership Name and Firm of the Madras Bank, whereby the said Madras Bank promised to pay to the bearer thereof fifty Pagodas on demand and then and there being unpaid and of the Value of fifty Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Kauder Baucan made and signed by the said persons Carrying on trade under the partnership Name and Firm of the Madras Bank whereby the said Madras Bank promised to pay to the bearer thereof five Pagodas on demand and then and there being unpaid and of the Value of five Pagodas one other Note in writing Commonly called a Promissory Note belonging to the said Kauder Baucan made and signed by the said persons Carrying on trade under the partnership Name and Firm of the Madras Bank whereby the said Madras Bank promised to pay to the bearer thereof five

Pagodas on demand and then and there being unpaid and
of the value of Five pagodas Five Rings, Five
Watches fifty ounces of Gold Fifty ounces of Silver
Three Hundred Silver Rupees Three Hundred
Silver Half Rupees Three Hundred Silver quarter
Rupees Three Hundred Silver fanams and
Other Goods and Chattels of the said Kauder
Bauchan of great value to wit of the value
of Five Thousand Pagodas Current Money of
Madras aforesaid of him the said Kauder
Bauchan in the dwelling House of him the
said Kauder Bauchan then and there being
found did then and there Seize take
and Carry away and Convert and dispose
thereof to their own Use - And also the
said Kauder Bauchan afterwards to wit on
the same day and Year aforesaid at Madras
aforesaid with force and arms Seized
took and carried away one Note in writing
Commonly called a Promissory Note
belonging to the said Kauder Bauchan
Made and Signed by the said person carrying on
Trade at Madras under the partnership Name and
firm of the Carnatic Bank whereby the said

Carnatic Bank promised to pay to the bearer thereof one Hundred Pagodas on demand and then and there being unpaid, and of the Value of one Hundred Pagodas. one other Note in writing Commonly called a Promissory Note belonging to the said Hauder Buchan made and Signed by the said persons Carrying on trade under the partnership name and firm of the Carnatic Bank, wherby the said Carnatic Bank promised to pay to the bearer thereof one Hundred pagodas on demand and then and there being unpaid and of the Value of one Hundred Pagodas - one other Note in writing Commonly called a Promissory Note belonging to the said Hauder Buchan made and Signed by the said persons Carrying on trade under the partnership name and firm of the Carnatic Bank, whereby the said Carnatic Bank promised to pay to the bearer thereof one Hundred pagodas on demand, and then and there being unpaid and of the Value of One Hundred pagodas - one other Note in Writing Commonly called a Promissory Note belonging

belonging to the said Kauder Bauchan made and
signed by the said persons Carrying on trade
under the Partnership Name and Firm of the Carnatic
Bank whereby the said Carnatic Bank promised
to pay to the bearer thereof Fifty pagodas
on demand and then and there being unpaid and of the
Value of Fifty Pagodas - one
other Note in writing Commonly Called a
Promissory Note belonging to the said Kauder
Bauchan Made and Signed by the said persons
Carrying on trade under the Partnership Name
and Firm of the Carnatic Bank whereby the
said Carnatic Bank promised to pay to the
bearer thereof Fifty pagodas on demand
and then and there being unpaid and of the
Value of Fifty pagodas one other Note in
writing Commonly called a Promissory Note
belonging to the said Kauder Bauchan made
and Signed by the said persons Carrying on
trade under the Partnership Name and Firm of
the Carnatic Bank whereby the said Carnatic
Bank promised to pay to the bearer thereof Fifty

Pagodas on demand and then and there being unpaid and of the Value of fifty pagodas one other Note in writeing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and signed by the said persons Carrying on trade under the partnership Name and firm of the Carnatic Bank Whereby the said Carnatic Bank promised to pay to the bearer thereof Five Pagodas on demand and then and there being unpaid and of the Value of Five Pagodas one other Note in writeing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and Signed by the said persons Carrying on trade under the partnership Name and firm of the Carnatic Bank whereby the said Carnatic Bank promised to pay to the bearer thereof Five Pagodas on demand and then and there being unpaid and of the Value of five Pagodas one

other

Second Term 1805

Other Note in writing Commonly Called a
Promissory Note belonging to the said Kauder
Bauchan made and signed by the said
persons Carrying on trade at Madras
under the Partnership Name and Firm of
the Madras Bank whereby the said
Madras Bank promised to pay to the bearer
thereof one hundred pagodas on demand
and then and there being unpaid and of
the Value of one hundred pagodas
one Other Note in writing commonly called
a Promissory Note belonging to the said
Kauder Bauchan made and signed by
the said persons Carrying on trade under
the Partnership Name and Firm of the
Madras Bank whereby the said Madras
Bank promised to pay to the bearer thereof
one hundred pagodas on demand and then
and there being unpaid and of the Value
of one hundred pagodas one other Note
in writing Commonly called a Promissory

Note belonging to the said Kauder Bauchan
made and Signed by the said persons
Carrying on trade under the partnership
Name and Firm of the Madras Bank
whereby the said Madras Bank promise
to pay to the bearer thereof one hundred
Pagodas on demand and then and there
being unpaid and of the Value of one
hundred Pagodas - one other Note in
writing Commonly called a Promissory
Note belonging to the said Kauder
Bauchan made and Signed by the said
persons Carrying on trade under the
partnership Name and Firm of the Madras
Bank whereby the said Madras Bank
promised to pay to the bearer thereof
Fifty Pagodas on demand and then and
there being unpaid and of the Value
of Fifty Pagodas - one other Note in
writing Commonly called a Promissory
Note belonging to the said Kauder Bauchan

made

made and Signed by the said persons Carrying on trade under the partnership Name and firm of the Madras Bank whereby the said Madras Bank promised to pay to the Bearer thereof fifty Pagodas on demand and then and there being unpaid and of the Value of Fifty Pagodas — One other Note in writing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and Signed by the said persons Carrying on trade under the partnership Name and firm of the Madras Bank whereby the said Madras Bank promised to pay to the Bearer thereof Fifty Pagodas on demand and then and there being unpaid and of the Value of Fifty Pagodas one other Note in writing Commonly Called a Promissory Note belonging to the said Kauder Bauchan made and Signed by the said Persons Carrying on trade under the partnership Name and firm of the Madras Bank whereby the said madras Bank promised to pay to the bearer thereof Five Pagodas on demand and then and

there being unpaid and of the Value of Five Pagodas one other Note in Writing Commonly called a Promissory Note belonging to the said Kauder Bauchan made and Signed by the =mership Name and Firm of the Madras Bank Carrying on Trade under the Part= wherein by the said Madras Bank promised to pay to the bearer thereof Five Pagodas on demand and then and there being unpaid and of the Value of Five pagodas Five Rings, Five watches Fifty ounces of Gold, Fifty Ounces of Silver, three hundred Silver Rupees three hundred Silver Half Rupees, three hundred Silver quarter Rupees three hundred Silver Fanams and other Goods and Chattels of the said Kauder Bauchan of great Value to wit of the Value of Five thousand pagodas Current Money of Madras aforesaid of him the said Kauder Bauchan in the Dwelling house of him the said Kauder Bauchan then and there being found, did

then

then and there seize take and carry away and convert and dispose thereof to their own use and other injuries to the said Kawder Bauchan then and there did against the peace of our said Lord the King and to the damage of the said Kawder Bauchan of one thousand five hundred Star Pagodas and therefore he brings his Suit and so forth -

imparlance

and afterwards that is to say on the eighteenth day of July in the year one thousand eight hundred and four to wit on the third Term of the said year, until which day the said Syd Mahommed and Syd Noor Ullah had leave to imparle to the said Plaints and then to answer the same, came as well the said Kawder Bauchan as the said Syd Mahommed and Syd Noor Ullah by their respective attorneys - And the said Syd Mahommed defends the force and injury when &ca and says that he is not guilty of the Premises above laid to his charge in manner and form as the said Kawder Bauchan hath above complained against him and of this he puts himself upon the Court - and the said Syd Noor Ullah also comes and defends the force and injury when &ca and says

Pleas filed 29th February 1804

that he is not guilty of the Premises above laid to his charge in manner and form as the said Kawder Bauchan hath above Complained against him and of this he puts himself upon the Court &c.a

And upon this the said Syed Mahommed and Syed Noor Ullah afterwards prayed that the said Kawder Bauchan might Reply to the aforesaid Plea of them the said Syed Mahommed and Syed Noor Ullah thereupon a day was given by the Court here to the said Kawder Bauchan before the Justices of our Lord the King at Madras for him the said Kawder Bauchan to reply to the aforesaid Plea of the said Syed Mahomed and Syed Noor Ullah the same Day was also given to the said Syed Mahomed and Syed Noor Ullah at the same place at which Day that is to say on the Nineteenth day of July in the said third Term of the said Year one thousand eight hundred and three before the said Court at Madras came the said Syed Mahomed and Syed Noor Ullah by their Attorney aforesaid and the said Kawder Bauchan although

Judgment of non Pros-

Robert Orme Defendts Atty

although he was duly solemnly called came not nor hath he replied to the aforesaid Plea of the said Syed Mahomed and Syed Noor Ullah nor doth he further prosecute his said Suit- Therefore it is now

Judgment signed for the Defendants the tenth day of May 1805-

Considered by the Court here that the said Kawder Bauchan 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 Syed Mahomed and Syed Noor Ullah do recover against the said Kawder Bauchan one hundred Pagodas and thirty one Fanams for their costs and charges by them laid out about their defence in this behalf by the Court now here adjudged to the said Syed Mahomed and Syed Noor Ullah and with their assent and that the said Syed Mahomed and Syed Noor Ullah have Execution thereof &c

And hereupon the said Syed Mahomed and Syed Noor Ullah by Robert Orme their attorney pray 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 Hawden Bauclaw in Satisfaction
of his Costs and Charges by him laid out about
his defence in this behalf so adjudged to him
and it is granted unto him
Commitment issued as aforesaid
against the Plaintiff
for Costs - on the Returnable here on the 30th day of May instant -
16th May 1805

Second Term 1805

Pleas before the Honble Sir Henry Gwillim Knight - Chief Puisne Justice - and the Honble Sir Benjamin Sullivan 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 five -

Fort St. George } Henry Bamfleman puts in his place Emanuel
Madras to wit } Samuel and Daniel Neale his attornies against
Charles Walters in a Plea of Debt -

Fort St. George } The said Charles Walters puts in his place
Madras to wit } Townes Disney his attorney at the Suit of the said
Henry Bamfleman in the Plea aforesaid -

Fort St. George } Be it remembered that in the Chief Term
Madras to wit } in the year of our Lord one thousand eight hundred
and five before the said Supreme Court of
Judicature at Madras came Henry Bamfleman
by

by Emanuel Samuel and Daniel Neale his attorneys and brought into the same Court then there his certain Plaint against Charles Walters 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- Henry Bantleman of Madras by Complaint of Emanuel Samuel and Daniel Neale his attorneys Subject and as such a Person liable to the Jurisdiction of this Honorable Court - of a Plea that he render to the said Henry Twelve thousand Star Pagodas of the Current Money of Madras which he owes to and unjustly detains from the said Henry For that whereas the said Charles on the Twelfth day of July 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 Henry in the said Twelve thousand Star Pagodas

Plaint in debt filed 19th Feby 1805-

Pagodas of the Current Money of Madras to be
paid to the said Henry whenever afterwards
he the said Charles should be thereto requested
Yet the said Charles altho' often requested
hath not paid the said Twelve Thousand Star
Pagodas or any part thereof to the said Henry
but to pay the same or any part thereof to
him the said Henry the said Charles hath
hitherto altogether refused and still doth refuse
To the damage of the said Henry of one
Hundred Star Pagodas and therefore he
brings his Suit &c.

imparlance

And afterwards to wit in the Second
Term that is to say on the Twenty fifth day of
March in the said year one thousand eight hundred
and five - until which day the said Charles
Walkers had leave to impark to the said
Plaint and then to answer the same came as well
the said Henry Bamfleman by his said attorney
as the said Charles Walkers by his said
Plea filed attorney - and the said Charles Walkers
12th March 1805 defends the wrong and injury when &c and
Says that he ought not to be charged
with the debt aforesaid by virtue of
the

the writing aforesaid because he says that that writing is not his Deed and of this he puts himself upon the Court &c - and the said Henry by Emanuel Samuel and Daniel Neale his attornies doth the like -

Replication filed 23. march 1805 & Issue Joined

And upon the Issue so as aforesaid joined between the Parties a day is given to them to come before the Court and verify the allegations by them respectively made of and upon the premises - At which day being the thirtieth day of March in this Term before the Justices of the Court of our Lord the King here come the said Henry and the said Charles by their respective attornies aforesaid Whereupon the said Justices having examined and considered the several Allegations of the said Parties and the depositions of the Witnesses adduced before the Court do find and adjudge that the said writing obligatory in the said Plaint of the said Henry mentioned

is

D. Neale Plts atty

is the Deed of the said Charles - and that the said Charles doth owe to and detain from the said Henry the said Twelve Thousand Star Pagodas in Manner and Form as the said Henry hath above in that behalf alledged It is therefore Considered and adjudged by the Court that the said Henry do recover against the said Charles his said Debt and also Eighty eight Pagodas and thirty seven 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 awarded and ordered to be paid to and with the assent of the said Henry, by the said Charles and the said Charles in Mercy &c

Judgment signed for the Plaintiff the 13th day of May 1805 -

mercy

And thereupon the said

said Henry by Emanuel Samuel & Daniel Neale
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 Houses, Lands, Debts and other
Effects which belong to the said Charles the
Sum of Six Thousand Five Hundred and Seventy
three Pagodas and thirty four Fanams - and
it is granted unto him returnable here
on the 10th day of July next -

Writ of Execution
issued the 27th
May 1805

Second Term 1805

Pleas before the Honble Sir
Henry Gwillim Knight Chief Puisne
Justice and the Honble Sir
Benjamin Sullivan Knight
Puisne Justice of the Second Term
in the Year of our Lord one thousand
eight Hundred and Five

Fort St George } Connore Moottiah Moodelliar puts in his place
Madras } William Light his Attorney against Tirumilau-
-pore Tamaumpaty Valauyoda Naicken in a Plea
of Trespass on the Case -

Fort St George } The said Tirumilaupore Tamaumpaty Valauyoda
Madras } Naicken puts in his place Townes Disney his Attorney
at the Suit of the said Connore Moottiah Moodelliar in
the Plea aforesaid -

Fort St George } Be it Remembered that in the Second Term in the
Madras } year one thousand eight Hundred and five before
the Supreme Court of Judicature at Madras came
Connore Moottiah Moodelliar by William Light
his Attorney and brought into the same Court
then there his certain Plaint against

Supreme Court

Record of Judgments

Second Term 1805

Roll 15

Plaint in assumpsit filed 22 April 1805 -

Tirrumilaupore Tanaumpaty Valauyooda Naicken 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 Fort Saint George Madras Connore Mootteah Moodelliar by William Light his attorney Complains of Tirrumilaupore Tanaumpaty Valauyooda Naicken being an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court For that whereas the said Tirrumilaupore Tanaumpaty Valauyooda Naicken heretofore to wit on the Twelveth day of September in the Year one Thousand eight Hundred and Four 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 acknowledged to have borrowed and received of the said Connore Mootteah Moodelliar the Sum of Three Hundred and Fifty Star Pagodas Current Money of Madras which Sum he the said Tirrumilaupore Tanaumpaty Valauyooda

Valamyaada Naicken did Hereby engage to
repay the said Connore Mootiah Moodelliar 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 Custom and Laws of such Kin das
Natives of India he the said Terumilaupore
Tanaumpaty Valayooda Naicken then and there became
liable to pay to the said Connore Mootiah Moodelliar
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 Terumilaupore
Tanaumpaty Valamyooda Naicken in Consideration
thereof afterwards to wit on the same day
and Year aforesaid at Madras aforesaid
undertook and to the said Connore Mootiah
Modelliar then and there faithfully promised
to pay the said Sum of Money in the said
Note Specified according to the Tenor and
Effect of the said Note - And Whereas
the said Terumilaupore Tanaumpaty Valam-
-yooda Naicken afterwards to wit on
the

the same day and year aforesaid at Madras aforesaid was indebted to the said Connore Moottiah Moodelliar in Three Seven Hundred Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Connore Moottiah Moodelliar before that time Lent and advanced to the said Terumilaupore Tanaumpaty Valaiyooda Naicken at his Special Instance and Request and being so indebted he the said Terumilaupore Tanaumpaty Valaiyooda Naicken 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 Connore Moottiah Moodelliar to pay him the said last mentioned Sum of Money when he the said Terumilaupore Tanaumpaty Valaiyooda Naicken should be thereto afterwards requested — and whereas also the said Terumilaupore Tanaumpaty Valaiyooda Naicken afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Connore Moottiah Moodelliar in Three Seven Hundred Star Pagodas of like Current Money of Madras aforesaid

aforesaid for so much Money by the said Terumi=
=Caupore Tanaumpaty Valayooda Naicken before
that time had and Received to and for the
Use of the said Connore Mootteah Moodelliar
and being so indebted he the said Terumilaupore
Tanaumpaty Valayooda Naicken in Consider=
=ation thereof afterwards to wit on the same
day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said last Mentioned Sum of Money when
he the said Terumilaupore Tanaumpaty
Valayooda Naicken should be thereto
afterwards Requested - and Whereas also
the said Terumilaupoor Tanaumpaty Valayooda
Naicken afterwards to wit on the same day
and year aforesaid at Madras aforesaid accounted
with the said Connore Mootteah Moodeliar of
and Concerning divers other Sums of Money before
that time due and owing from the said Terumilaupore
Tanaumpaty Valayooda Naicken to the said
Connore Mootteah Moodeliar and then being
in arrear and indebted to the said Connore
Mootteah Moodeliar in another large Sum

of Money to wit the Sum of other Seven Hundred
Star Pagodas of like Current Money of Madras
aforesaid and being so indebted he the said
Terumilaupore Tanaumpaty Valauyaoda Naicken
in Consideration thereof afterwards to wit on
the same day and Year aforesaid at Madras
aforesaid undertook and then and there faith-
fully promised the said Connore Mottiah
Moodeliar to pay him the said last Mentioned
Sum of Money when he the said Terumelaupore
Tanaumpaty Valauyaoda Naicken should be
thereto afterwards requested Yet the said
Terumilaupore Tanaumpaty Valauyaoda Naicken
not regarding his said Several promises and
understakings so made by him in his behalf
as aforesaid but Continuing and fraudulently
intending craftily and subtilly to deceive
and defraud the said Connore Mottiah Mood-
eliar in this behalf hath not yet paid the said
Several Sums of Money or any part thereof
to the said Connore Mottiah Moodeliar altho
so to do he the said Terumelaupore Tanaumpaty
Valauyaoda

Valaveyooda Naicken was often requested hee shd so to do his Lath hitherto wholly refused and still doth refuse to the damage of the said Connore Mootteah Modelliar of Seven Hundred Star Pagodas and therefore he brings Suit &c

Cognovit filed 18th April 1805.

And the said Terumilapore Tanampaty Valaveyooda Naicken by Fownes Disney his Attorney comes and defends the wrong and injury when &c and says that he cannot deny the action of the said Connoore Mootteah Modelliar but that he the said Terumilapore Tanampaty Valaveyooda Naicken did undertake and promise in manner and form as the said Connoore Mootteah Modelliar hath above thereof complained against him and that the said Connoore Mootteah Modelliar hath sustained damage on Occasion of the not performing of the said several promises and undertakings in the said Declaration mentioned in the Sum of Three Hundred and Seventy Three Pagodas thirty Six Fanams and Twenty Cash as by the said Declaration is above supposed

Judgment by Cognovit

and Thereupon the said Connore Moottiah Modeliar 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 Connore Moottiah Modeliar do Recover against the said Temmilapore Tammapaty Valanjaada Naicken his damages aforesaid of three Hundred and Seventy three Pagodas Thirty five Fanams and Twenty Cash in form aforesaid acknowledged and also Seventy seven Pagodas and Eleven Fanams for his said Costs and Charges by he Court Now here adjudged to the said Connore Moottiah Modeliar and with his assent which said damages Costs and Charges in the whole amount to four Hundred and fifty one Pagodas - three Fanams and Twenty Cash - And the said Temmilapore Tanampaty Valanjaada Naicken in Mercy &c

Judgment signed for the Plaintiff the 15th day of May 1806 -

Mercy

And

And Thereupon the said Commore Moottiah Modelliar by William Light 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 Houses, Lands, Debts and Other Effects which belong to the said Terumilaupore Tanaumpaty Valayooda Naicken the Sum of Four Hundred and fifty one Pagodas, three Fanams and Twenty Cash — and it is granted unto him returnable here on the 15th Day of June Next —

Writ of Execution Issued the 15th day of May 1805

Pleas before the Hon^ble Sir Henry Gwillim Knight and the Hon^ble Sir Benjamin Sullivan Knights 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 five —

Fort St. George, Madras } ss. Veeraussawmy Naidoo puts in his place Townes Disny his attorney against Cadiam Venkata-royaloo and Venkata Latchmy Ummah adopted Son and widow, and personal Representatives of Cadiam Vejiappa Naidoo deceased in a Plea of Trespass on the Case —

Fort St. George, Madras } ss. The said Cadiam Venkataroyaloo and Venkata Latchmy Ummah adopted son and widow, and personal Representatives of Cadiam Vejiappa Naidoo deceased as aforesaid in their person at the Suit of the said Veeraussawmy Naidoo in the Plea aforesaid —

Fort St. George, Madras } ss. Be it remembered that in the Vacation after the Third Term in the year one thousand eight hundred and

and four before the said Supreme Court of Judicature at Madras came Veeraustawmy Naidoo by Townes Disney his attorney and brought into the same Court then and there his certain Plaint against Cadiam Vencataroyaloo and Vencata Lakshmy Ummah adopted Son and widow, and personal Representatives of Cadiam Vejiappa Naidoo 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

Plaint in assumpsit filed 3d. Sept. 1804 -

That is to say - For. Fort. Saint George Madras Veeraustawmy Naidoo of Madras Inhabitant by Townes Disney his attorney Complains of Cadiam Vencataroyaloo and Vencata Lakshmy Ummah adopted Son and widow, and personal Representatives of Cadiam Vejiappa Naidoo deceased according to the laws and Customs of such Hindoo Natives of India, being Inhabitants of Madras and as such liable to the jurisdiction of this Honorable Court - For that Whereas the said Cadiam Vejiappa Naidoo deceased in his life time heretofore to wit on the Thirteenth day of November in the year One Thousand Seven Hundred and Ninety seven at Madras aforesaid Made his certain Note in Writing in the Gentoo language according to the

Custom of such Hindoo Natives of India his own proper Land being thereunto subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Veeraussawmy Naidoo, by which said Note he the said Cadiam Vejiappa Naidoo acknowledged to have borrowed and received of the said Veeraussawmy Naidoo the Sum of Three Hundred and eighty four Star Pagodas Current Money of Madras, which Sum the said Cadiam Vejiappa Naidoo did thereby engage to repay to the said Veeraussawmy Naidoo on or before the Tenth day of October, one Thousand Seven Hundred and ninety eight, 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 Cadiam Vejiappa Naidoo then and there became liable to pay to the said Veeraussawmy Naidoo the said sum of Money in the said Note Contained according to the tenor and effect thereof - And being

being so liable he the said Cadiam Vejiappa Naidoo 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 Veeraunsawmy Naidoo to pay him the said Sum of Money in the said Note Contained when he should be thereunto afterwards Requested - And Whereas the said Cadiam Vejiappa Naidoo - afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Veeraunsawmy Naidoo in other sum of three hundred and eighty four Star Pagodas Current Money of Madras aforesaid, for so much money by the said Veeraunsawmy Naidoo before that time lent and advanced to the said Cadiam Vejiappa Naidoo in his life time, at his special instance and Request - and being so indebted the said Cadiam Vejiappa Naidoo 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 Veeraunsawmy Naidoo to pay him the aforementioned Sum of Money when he should be thereunto afterwards Requested - And

Whereas also the said Cadiam Vejiappa Naidoo afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Veeraussawmy Naidoo in Three Hundred and eighty four Star Pagodas Current Money of Madras aforesaid for so much Money by the said Cadiam Vejiappa Naidoo in his life time before that time had and received to and for the use of the said Veeraussawmy Naidoo - and being so indebted he the said Cadiam Vejiappa Naidoo in his life time 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 Veeraussawmy Naidoo to pay him the said last mentioned Sum of money when he should be thereunto afterwards requested - And Whereas also the said Cadiam Vejiappa Naidoo in his life time afterwards to wit on the day and year aforesaid at Madras aforesaid accounted together with the said Veeraussawmy Naidoo of and concerning divers other Sums of money before this

No. 36.

Last time due and Owing from the said Cadiam
Vejiappa Naidoo to the said Veeraussawmy Naidoo
and then being in arrear and unpaid and upon
that account the said Cadiam Vejiappa Naidoo
was then and there found to be in arrear and
indebted to the said Veeraussawmy Naidoo in other
Sum of Three Hundred and eighty four Star Pagodas
Current Money of Madras aforesaid - and being
so found in arrear and indebted, he the said
Cadiam Vejiappa Naidoo 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 Veeraussawmy Naidoo to pay him
the said last mentioned Sum of Money when he
should be thereunto afterwards requested -
Yet the said Cadiam Vejiappa Naidoo in his
life time and the said Cadiam Venkatarayaloo
and Venkata Lachmy Ammah personal
representatives as aforesaid since his decease
not regarding the said Several promises and
undertakings in Manner and form aforesaid
Made, but Contriving and fraudulently intending
Craftily

Craftilly and Subtilly to deceive and defraud the said Veeraunsawmy Naidoo in his Expected Lifetime Not, Nor hath either of them yet paid to the said Veeraunsawmy Naidoo the said several Sums of Money or any part thereof, although so to do, the said Cadiam Vejiappa Naidoo in his life time and the said Cadiam Venkata =royaloo and Venkata Lutchmy Ummah Perso= =nal Representatives as aforesaid, since his Decease was and were requested, but to pay the same or any part thereof, the said Cadiam Vejiappa Naidoo in his life time and the said Cadiam Venkatarayaloo and Venkata Lutchmy Ummah personal Representatives as aforesaid since his decease have and each of them hath wholly refused, and the said Cadiam Venkatarayaloo and Venkata Lutchmy Ummah personal Representatives as aforesaid still do refuse to the damage of the said Veeraunsawmy Naidoo of Seven Hundred Star Pagodas and therefore he brings his Suit &c-

And

No 36

Exparte

And Now on this Day, that is to say on the Twenty Sixth Day of February in the year one thousand eight hundred and five in this First Term in the Year of our Lord one thousand eight hundred and five, to which Day was given as well to the said Veerasawmy Naidoo as to the said Cadiam Vencatarayaloo and Vencata Latchmy - And the said Cadiam Vencatarayaloo and Vencata Latchmy say Nothing in bar or preclusion of the said action of the said Veerasawmy Naidoo by which the said Veerasawmy Naidoo remains therein undefended against the said Cadiam Vencatarayaloo and Vencata Latchmy, forwhich the said Veerasawmy Naidoo ought to recover his damages by occasion of the premises - And afterwards to wit on the Twenty Sixth day of the said Month of February in the Term last aforesaid the said Court having deligently enquired what damages the said Veerasawmy Naidoo 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 Veerasawmy Naidoo hath sustained

damages

Townes Disney
Att.r allorney

Judgment signed for the Plaintiff the 24. day of May 1805 -

Damages by Occasion of the premises ouer and above his Costs and Charges to the amount of Seven Hundred and twenty three pagodas and forty three fanams - and for those Costs and Charges to one Hundred and Nirty one pagodas and Nirty three fanams. Therefore it is Considered by the Court here that the said Veerasawmy Naidoo Recouer against the said Cadiam Vencatarayaloo and Vencata Lakshmy ummah 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 eight hundred and fifty five pagodas and thirty two fanams to be leuied of the Goods and chattels which were of the said Cadiam Vejiappah Naick at the time of his death in the hands of the said Cadiam Vencatarayalas and Vencata Lakshmy ummah as personal Representatives as aforesaid to be Administered if they haue so much thereof in their Hands to be administered, and if they haue not so much thereof in their hands to be administered

Administered, Then the said Sum of one Hundred and thirty one 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 Cadiam Vencataroyaloo and Vencata Lachmyummah personal Representatives as aforesaid - And the said Cadiam Vencataroyaloo and Vencata Lachmyummah in mercy &c

Mercy

And thereupon the said Veerasawmy Naidoo by Fawnes Disney his attorney prays the writ of our Lord the King, of Fieri facias, to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects which were of the said Cadiam Vejiappa Naick deceased, at the time of his death in the hands of the said Cadiam Vencata-royaloo and Vencata Lachmyummah as personal Representatives as aforesaid, to be administered the Sum of Eight Hundred and fifty five Pagodas and thirty two Fanams if they have so much in their Lands to be administered and if they have not so much Moneys in their Lands to be administered Then the said Sum of one Hundred and thirty one Pagodas and thirty three Fanams parcel of the damages aforesaid, for Costs and Charges aforesaid, to be levied of the Proper Goods and Chattels of the said Cadiam Vencataroyaloo

and

and Uncata Latchemy Lemmah - and it is
ordered unto him returnable here on the 24th Day
of June next -

Writ of Fieri Facias granted
issued the 24th
May 1805

Second Term 1805

Read before the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knights 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 five -

Fort St. George Madras } 3

Meah ahmud and Meah Mahummed Sons and Heirs and personal Representatives of Mahummed Mahummem deceased put in their place Charles Walters and James Sutherland their Attornies against John Tullok and Thomas de Mello two of the Executors named in the last Will and Testament of Antonio de Souza deceased in a Plea of Trespass on the Case

Fort St. George Madras } 3

The said John Tullok and Thomas de Mello two of the Executors named in the last Will and Testament of Antonio de Souza deceased, as aforesaid, put in their place Robert Orme their attorney at the suit of the said Meah ahmud and Meah Mahummed Sons and Heirs and personal Representatives of Mahummed Mahummem deceased in the Plea aforesaid -

Fort St. George Madras } 3

Be it remembered that in the Vacation after the Fourth Term in the Year of our Lord [illegible] Hundred

Supreme Court

Record of Judgments

Second Term 1805

Roll 16

and Four before the said Supreme Court of Judicature at Madras came Meah ahmud and Meah Mahummed Sons and Heirs and personal Represen= =tatives of Mahummed Makurrum deceased by Charles Walters and James Sutherland their attornies and brought into the same Court then here their certain Plaint against John Tulloh and Thomas de Mello two of the Executors named in the last will and Testament of Antonio de Souza deceased in a Plea of Trespass on the Case and there are pledges for the prosecution thereof, to wit, John Doe and Richard Roe, which said Plaint follows in these words, that is to say, For Plaint

Plaint in Assumpsit filed 23d. Novr. 1804

George Madras Meah ahmud and Meah Mahum =med sons and Heirs and personal Representatives of Mahummed Makurrom deceased according to the Laws and Customs of the Mahomedan Natives of India by Charles Walters and James Sutherland their attornies Complain of John Tulloh and Thomas de Mello two of the Executors named in the last will and Testament of Antonio De Souza deceased (Luis Baretto de Souza

De Souza, Joseph Barretto and Thomas de Souza three Other Executors in the said Will named living in Bengal and out of the Jurisdiction of this Honorable Court and Miguel De Lima E Souza the Other Executor in the said Will also named living at Bombay and also out of the Jurisdiction of this Honble Court) the said John Tulloh being a British Subject and as such a person liable to the Jurisdiction of this Honorable Court and the said Thomas de Mello being an Inhabitant of Madras and as such a person also liable to the Jurisdiction of this Honorable Court - For that Whereas the said Antonio De Souza in his life time to wit on the First day of August in the year one thousand seven hundred and Ninety seven at Madras aforesaid was indebted to the said Mahummed Makurrem in his life time in the Sum of Fifty thousand Star Pagodas Current Money of Madras for divers Goods Wares and Merchandizes by the said Mahummed Makurrem before that time sold and delivered to the said Antonio de Souza at his special instance and Request and being so indebted to the said

said Antonio De Souza in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Mahumed Makurrem then and there faithfully promised to pay him the said Sum of Money when he the said Antonio de Souza should be thereto afterwards Requested - And Whereas afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Mahummed Makurrem had before that time sold and delivered to the said Antonio De Souza divers other Goods Wares and Merchandizes he the said Antonio De Souza undertook and to the said Mahummed Makurrem then and there faithfully promised to pay him so much Money as the last mentioned Goods Wares and Merchandizes at the time of the Sale and delivery thereof to him the said Antonio De Souza as aforesaid were reasonably worth whenever afterwards he the said Antonio De Souza should be thereto afterwards Requested and the said Mahummed

Makurrem

Second Term 1805

Makurrem owes the Goods wares and Merchandizes last Mentioned at the time of the Sale and delivery thereof to him the said Antonio De Souza as aforesaid were reasonably worth other fifty thousand Star Pagodas Current Money aforesaid to wit at Madras aforesaid whereof the said Antonio De Souza afterwards to wit on the same day and year aforesaid there had notice And Whereas the said Antonio De Souza afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Mahomme Makurrem in other sum of fifty thousand Star Pagodas Current Money aforesaid for so much Money by the said Mahummed Makurrem before that time lent and advanced to the said Antonio De Souza at his special instance and request and being so indebted he the said Antonio De Souza in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Mahummed Makurrem then

then and there faithfully promised to pay him the said last Mentioned Sum of Money when he the said Antonio De Souza should be thereto afterwards Requested. And Whereas the said Antonio De Souza afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Mahummed Makerrem in other sum of Fifty thousand Star Pagodas Current Money aforesaid for so much Money by the said Antonio De Souza before that time Lad and Received to and for the use of the said Mahummed Makerrem and being so indebted he the said Antonio De Souza in Consideration thereof afterwards to wit, on the same day and year aforesaid at Madras aforesaid undertook and to the said Mahummed Makerrem then and there faithfully promised to pay him the said last Mentioned Sum of Money when he the said Antonio De Souza should be thereto afterwards Requested. And Whereas the said Antonio De Souza afterwards to

viz^t on the same day and Year aforesaid at
Madras aforesaid accounted with the said Mahum-
med Makurrem of and Concerning divers other
Sums of Money before that time due and owing
from the said Antonio De Souza to the said
Mahummed Makurrem and then being in arrear
and unpaid to him and upon which said account
he the said Antonio De Souza was then and
there found in arrear and indebted to the said
Mahummed Makurrem in another large Sum
of Money to viz^t in other Sum of Fifty Thousand
Star Pagodas Current Money aforesaid and being
so found in arrear and indebted he the said
Antonio De Souza in Consideration thereof
afterwards to viz^t on the same day and Year
aforesaid at Madras aforesaid - undertook
and to the said Mahummed Makurrem then
and there faithfully promised to pay him the said
last Mentioned Sum of Money when he the said
Antonio De Souza should be thereto afterwards
requested - Yet the said Antonio De Souza
in his life time and the said John Lulloh

and Thomas de Mello and the said Luis Barretto De Souza Joseph Barretto Thomas De Souza and Miguel De Lima Souza Executors as aforesaid since his decease Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Mahummed Makerrem in his life time and the said Meah Ahmed and Meah Mahummed Sons and Heirs and personal representatives as aforesaid since his decease 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 to the said Mahummed Makerrem in his life time or to the said Meah Ahmed and Meah Mahummed Sons and Heirs and personal Representatives as aforesaid since his decease (altho' the said Antonio De Souza in his life time and the said John Tulloh and Thomas De Mello and the said Luis Barretto De Souza Joseph Barretto Thomas De Souza and Miguel De Lima Souza Executors as aforesaid

since the decease of the said Antonio De Souza were often respectfully requested) unto the said Antonio De Souza in his life time and the said John Tulloh and Thomas De Mello and the said Luis Barretto De Souza Joseph Barretto Thomas De Souza and Miguel De Lima De Souza Executors as aforesaid or either of them since his decease to pay the said several Sums of Money or any or either of them or any part thereof to the said Mahummed Makerrum in his life time or to the said Meah Ahmed and Meah Mahummed Sons and Heirs and personal Representatives as aforesaid since his decease they and each of them have and hath wholly refused and the said John Tulloh and Thomas De Mello and the said Luis Barretto De Souza, Joseph Barretto, Thomas De Souza and Miguel De Lima De Souza Executors as aforesaid do still refuse to the Damage of the said Meah Ahmed and Meah Mahummed as Sons and Heirs and personal Representatives as aforesaid of one hundred Mahmoodee Star Pagodas

Pagodas and therefore they bring Suit &c

imparlance

And afterwards, that is to say, on the Twenty ninth day of January in the Year of our Lord one thousand eight hundred and five, to wit, in the Vacation after the fourth Term of the same year, until which day the said John Tulloh and Thomas de Mello had leave to imparl to the said Plains and then to answer the same came as well the said Meah Ahmed and Meah Mahummed by their said attornies as well the said John Tulloh and Thomas De Mello by their said attorney - And the said John Tulloh and Thomas De Mello defend the wrong and injury when &c and say that the said Antonio de Souza in his lifetime did not undertake and promise in manner form as the said Meah Ahmed and Meah Mahummed have above thereof complain-ed against them - and of this they put themselves on the Court &c. And for further Plea in this behalf the said John and 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

Plea filed 29th January 1805

say that the said Meah Ahmed and Meah Mahummed as sons Heirs and personal Representatives of the said Mahummed MaKurrem ought not to have or maintain their aforesaid action thereof against them because they say that the said several Causes of action in the said Plaint mentioned did not nor did any or either of them accrue to the said Mahummed MaKurrem deceased or to the said Meah Ahmed and Meah Mahummed as sons Heirs and personal Representatives as aforesaid to any time within six years next before the day of Exhibiting the Plaint of the said Meah Ahmed and Meah Mahummed And this the said John and Thomas are ready to verify Wherefore they prays Judgment if the said Meah Ahmed and Meah Mahummed as sons Heirs and personal Representatives as aforesaid ought not to have or maintain their aforesaid action thereof against them the said John and Thomas &c

Replication filed 15. February 1805

And afterwards to wit in the First Term in the year of our Lord one thousand eight hundred and five. That is to say on the 15th

fifteenth day of February, came the Parties aforesaid
by their Attornies aforesaid and thereupon the said Meah
ahmud and Meah Mahummed Sons and heirs
and personal Representatives of the said Mahum=
med Makurrum deceased as aforesaid as to
the said Plea of the said John Tulloh and
Thomas De Mello by them first above Pleaded
in bar and whereof they have put themselves
upon the Court do so likewise - and as to the
said Plea of the said John Tulloh and Thomas
De Mello by them Secondly above pleaded
in bar say that they the said Meah ahmed
and Meah Mahomed ought not by reason
of any thing by the said John Tulloh and
Thomas de Mello in that Plea above
alledged to be barred from having or
maintaining their aforesaid action thereof-
against them because they say that at
the time when the said several causes of
action in the said Plaint mentioned first
accrued to the said Mahummed Makurrum
deceased

Second Term 1805

deceased he the said Mahummed Makurrem was a prisoner at Seringapatam and there continued as such prisoner for a long time to wit till the Fourth day of May in the Year one thousand seven hundred and Ninety nine when he the said Mahummed Makurrem was released and set at liberty — and that they the said Meah ahmed and Meah Mahummed as personal Representatives as aforesaid within Six Years next after such his Release and being set at liberty as aforesaid duly filed their said Plaint against the said John Tulloh and Thomas De Mello to wit at Madras aforesaid and the said Meah ahmed and Meah Mahummed are ready to verify Wherefore they pray Judgment and their damages by them sustained on Occasion of the Not performing the several promises and undertakings aforesaid to be adjudged to them —

Rejoinder filed 16th February 1805.

And the said John Tulloh and Thomas De Mello as to the said Plea of the said

Meah Ahomed and Meah Mahomed by them above pleaded by way of Reply to the said second Plea of the said John Tulloh and Thomas De Mello by them above pleaded in bar say that they said Meah Ahomed and Meah Mahomed as personal Representatives as aforesaid did not file their Plaint against the said John Tulloh and Thomas De Mello within six Years next after the Release of the said Mahummed Mahurrem and his being set at liberty as the said Meah Ahomed and Meah Mahomed have above in their Plea so Pleaded by way of Reply alledged And of this they the said John Tulloh and Thomas De Mello put themselves upon the Court - And the said Meah Ahomed and Meah Mahomed do the like -

Same Lined

And Now at the Sitting after the First Term in the said Year one thousand eight hundred and five, that is to say on the eleventh day of March to which day was given as well to the said Meah Ahmed and Meah Mahomed

as

as to the said John Tulloh and Thomas De Mello to inform the Court of the Premises at which day come as well the said Meah ahmed and Meah Mahummed as the said John Tulloh and Thomas de Mello by their respective attornies aforesaid And the Justices of this Court having heard the respective allegations of the said Parties and Examined the truth thereof and duly and deliberately Considered the Evidence 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 Meah ahmed and Meah Mahummed departed the Court and although Solemnly Called came not again but made Default nor did they further prosecute their said Plaint against the said John Tulloh and Thomas de Mello- Therefore it is Considered that the said Meah ahmed and Meah Mahummed take Nothing by their said Plaint, but that they and their Pledges to prosecute be in mercy &c and that the said John Tulloh and Thomas de Mello go thereof without day-

Robert orme atty for the Defndts

Judgment signed for the Defendants the 7th day of June 1805-

No 34

Second Term 1805

Third Term 1805

Read before the Honble Sir Henry Gwillim Knight one of the 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 five -

Fort St George Madras } To Soobbramaniah Chitty puts in his place Charles Walters and James Sutherland his attornies against Beebee Saib in a Plea of Debt -

Fort St George Madras } The said Beebee Saib in her own person at the suit of the said Soobbramaniah Chitty in the Plea aforesaid -

Fort St George Madras } Be it remembered that as of the 22d day of December in the Vacation after the Fourth Term in the year of Christ one thousand eight hundred and four - before the Supreme Court of Judicature at Madras came Soobbramaniah Chitty by Charles Walters and James Sutherland his attorneys and brought into the said Court then there his certain Plaint against Beebee Saib in a Plea of Debt and there are pledges for the prosecution to wit

John

Plaint in debt
filed 22d December
1804

John Doe and Richard Roe which said Plaint
sayeth in these words, Madras
to wit - Soobbramaniah Chitty of Madras Inhabitant
by Charles Walters and James Sutherland his
Attornies Complains of Bebee Saib an Mahommedan
Inhabitant of Madras and as such a personliable
to the Jurisdiction of this Honble Court of a Plea
That she render to the said Soobbramanien Chitty
Sixteen Thousand Star Pagodas Current Money
of Madras which she owes to and unjustly
detains from him - For that whereas the said
Bebee Saib heretofore to wit on the Twenty
fourth day of August in the Year of Christ one
Thousand eight Hundred and two by her
certain writing obligatory in the Persian
Language Sealed with her Seal and to the Court
here now shewn the date whereof is the same
day and Year aforesaid acknowledged to have
Borrowed and received from the said Soobbramanien
Chitty the Sum of Eight Thousand Star Pagodas
which said Sum with Interest at the rate of
Twelve per Cent per Annum the said Bibbee
said

said Deebee by the said writing obligatory engage to
repay to the said Soobbramaneya Chitty in the
Space of one Year from the date thereof and
the said Soobbramaneya Chitty in fact says
that there is now due and owing to him for
Principal and Interest on the said writing
obligatory from the said Deebee said the Sum
of Sixteen thousand Star Pagodas Yet the said
Deebee said altho often requested hath not
paid the said Sum of Sixteen thousand Star
Pagodas or any part thereof to the said Soobbra-
=manya Chitty but to pay the same or any part
thereof to the said Soobbramaneya Chitty the
said Deebee said hath wholly refused and
still doth refuse to the damage of the said
Soobbramaneya Chitty of Two hundred Pagodas
and therefore he brings Suit -

And now in this First Term in
the Year of our Lord one thousand eight hundred and
five that is to say on the Fourteenth day of February in
that year until which day was given as well to the
said Soobramonia Pillay as to the said Deebee said

to

to inform the Court of the premises come the said Soobra=
=monea Pillay by his attorney aforesaid and the said
Babee said althó' Solemnly demanded came not
to answer nor did she 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 writing obligatory in the said
Declaration mentioned is the deed of her the said
Beebee said in manner and form as the said Soobra=
=monea Pillay hath above thereof Complained against
her and that the said Soobramonea Pillay hath sustained
damages as well on occasion of detaining the said debt as
for his Costs and Charges in and about his suit in
this behalf Expended to one Hundred and Three Pagodas
and Thirty four Fanams -

Therefore it is Considered that the
said Soobramonea Pillay do recover against the said
Beebee said the sum of Ten Thousand seven Hundred
and one Pagodas Fifteen Fanams parcel of the debts of
sixteen Thousand Pagodas in the said Plaints of
the said Soobramonea Pillay above demanded and
the said Sum of one Hundred and Three Pagodas
and thirty four Fanams for his damages as well
on

Ex parte - =monea

J Sutherland Atty for Pl.

Judgment signed for the Plaintiff the 22d day of July 1805 -

on Accasion of Detaining the said debt as for his Costs and Charges in and about his suits in this behalf Expended which said debt, damages, Costs and Charges in the whole amount to Ten Thousand Eight hundred and Nine Pagodas and Nine Fanams and that he said Subbramonica Pillay have Execution &c -

And Thereupon the said Soobramonea Chitty by Charles Walters and James Sutherland his 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 belong to the said Beebee Saib the Sum of Ten Thousand eight hundred and Nine Pagodas and Nine Fanams - and it is granted unto him returnable here on the 23d - of August next -

Writ of Execution issued the 23d. July 1805 -

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of the Justices of His Majesties Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras — Be it remembered that as of the Nineteenth day of June in the Vacation after the Second Term in the Year of Christ one thousand eight hundred and five -- before the Supreme Court of Judicature at Madras came John Doe by James Sutherland his attorney and brought into the said Court then there

Fort St. George Madras — John Doe on the demise of Cootambaukum Namasheway Maadelliar puts in his place James Sutherland his attorney against Richard Rae in a Plea of Trespass and Ejectment -

Fort St. George Madras — The said Richard Rae in his proper person at the Suit of the said John Doe, in the Plea aforesaid.

Third Term 1805

Here 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 Fen, which said Plaint follows in these words, that is to say, Fort Saint George Madras John Doe by James Sutherland his attorney Plaint in Ejectment filed 19th June 1805 Complains of Richard Roe being a British Subject and as such a person liable to the Jurisdiction of this Honorable Court - For that one Cootam-=bauttum Vamadeveay Moodelliar heretofore to wit on the Sixth day of June in the Year of Christ one thousand eight hundred and five had demised granted and to Farm let to the said John Doe two Messuages, ten Orchards, ten Gardens, fifty acres of arable Land, fifty acres of Garden Ground, fifty acres of Pasture and fifty acres of Wood, with the appur=tenances Situate lying and being at Meer Said Pettah within the Limits of Madras To have and to hold the said premises with the appurtenances unto the said John Doe

and

and his assigns from the said Sixth day of June
in the Year aforesaid for and during and unto
the full end and term of Five Years, from
thence next ensueing and fully to be Compleat
and ended by Virtue of which said demise
the said John Doe entered into the Premises
aforesaid with the appurtenances and was
possessed thereof until the said Richard
Roe afterwards to wit on the Seventh day of
June in the Year aforesaid with force and
arms &c. entered into the Premises aforesaid
with the appurtenances which the said
Cootamkaukum Namaokeway Moodelliar demised
to the said John Doe in Manner aforesaid
and 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 King and to the Damage of the said
John Doe of Five hundred Star Pagodas
and therefore he brings suit &c

And now in this third Term in the Year of

our

Third Term 1805

our Lord one thousand eight hundred and five that is to say on the twenty fifth day of July until which day was given the said Richard Roe to answer the said Plaint and then and there to answer the same came 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 remain 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 premises aforesaid 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 those damages, Costs and Charges &c... and thereupon the said John

Doe

Judgment against the Casual Ejector

Judgment signed for the Lessor of the Plaintiff the 27th day of July 1805 -

2000 crowns

Supreme Court

Record of Judgments

Third Term 1805

Roll 17

A

Doe prays the writ of our Lord the King to be directed to the Sheriff of Madras to Cause him to have possession of his said Term yet to come of and in the premises aforesaid with the appurtenances.

Writ of Possession issued the 27th July 1805.

And it is granted to him returnable here on the third of August next.-

Third Term 1805 -

Pleas before the Honble
Sir Henry Gwillim Knight
one of the 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
five -

Fort St. George
Madras } ss Cotta Sawmy Chitty puts in his place
Townes Disney his attorney against Ninah
Chitty in a Plea of Trespass on the case -

Fort St. George
Madras } ss The said Ninah Chitty puts in his place
William Light his attorney -- & the suis of
the said Cotta Sawmy Chitty in the Plea
aforesaid -

Fort St. George
Madras } ss Be it remembered that as of the First
Term in the Year one thousand eight hundred
and five before the Supreme Court of Judica-
ture at Madras came Cotta Sawmy Chitty
by Townes Disney his attorney and brought
into the said Court then there his Certain

Plaint against the said Ninah Chitty in a Plea of Trespass on the Case and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say

Plaint in assumpsit filed 25th Febry 1805-

Fort St. George Madras ss Cotta Sawmy Chitty of Madras Inhabitant by Townes Disney his Attorney Complains of Ninah 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 Ninah Chitty heretofore to wit on the Second day of august in the Year of our Lord one thousand and eight hundred at Madras aforesaid made his certain Note in writing in the Malabar Language according to the Laws and Customs 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 Cotta Sawmy Chitty by which said Note the said Ninah Chitty acknowledged to have borrowed and received of the said

Cotta

Cotta Sawmy Chitty the Sum of Two Hundred and ten Star Pagodas, Current Money of Madras, which Sum, he the said Ninah Chitty did thereby engage to repay to the said Cotta Sawmy Chitty on Demand 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 Ninah Chitty then and there became liable to pay to the said Cotta Sawmy Chitty 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 Ninah 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 Cotta Sawmy Chitty to pay him the above Mentioned Sum of Money in the said Note Contained according to the tenor and effect of the said Note - And Whereas also the said Ninah Chitty afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Cotta Sawmy Chitty in other two Hundred and ten Star Pagodas of like Lawful Money of Madras aforesaid for so much Money by the said Cotta Sawmy Chitty before that time lent and advanced to the said

Ninah

Ninah Chitty at his Special instance and request
and being so indebted the said Ninah Chitty in
consideration thereof afterwards to wit the same
day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Catta Sawmy Chitty to pay him the
aforementioned sum of money when he should
be thereunto afterwards requested - And
whereas also the said Ninah Chitty afterwards
to wit on the same day and year aforesaid at
Madras aforesaid was indebted to the said Catta
Sawmy Chitty in other two hundred and ten
Star pagodas of like lawful money of Madras
aforesaid, for so much money by the said Ninah
Chitty before that time had and received to and
for the use of the said Catta Sawmy Chitty and
being so indebted he the said Ninah 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 Catta Sawmy Chitty to pay him the said
last Mentioned Sum of Money when he should be
thereunto afterwards requested - And whereas
also the said Ninah Chitty afterwards to
wit on the day and year last Mentioned at
Madras aforesaid accounted with the said

Catta

Third Term 1805

Cotta Sawmy Chitty of and Concerning divers other sums of Money from the said Ninah Chitty to the said Catta Sawmy Chitty before that time due and owing and then and there in arrear and unpaid and upon that account the said Ninah Chitty was then and there found in arrear to the said Catta Sawmy Chitty in the sum of Two Hundred and Ten Star Pagodas of like Lawful Money of Madras aforesaid and being so found in arrear the said Ninah Chitty 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 Catta Sawmy Chitty that he the said Ninah Chitty would well and truly pay and Satisfy to the said Catta Sawmy Chitty the said Sum of Two Hundred and Ten Star Pagodas last Mentioned when he should be afterwards thereunto requested - Yet the said Ninah 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 Catta Sawmy Chitty in this Particular hath not yet paid the said Several Sums of

of Money or any part thereof to the said Cotta Sawmy
Chitty although to do this he the said Ninah Chitty
was often requested, but to pay the same or any
part thereof, he the said Ninah Chitty hath
hitherto wholly refused and still doth refuse
to the said Cotta Sawmy Chitty his damage
of Four Hundred and fifty Star pagodas
and therefore he brings his Suit, and so
South -

Cognovit filed 11th July 1805

And the said Ninah Chitty by William
Light his attorney comes and defends the wrong
and injury when &c and Says that he Cannot
deny the action of the said Cotta Sawmy Chitty, nor but
that he the said Ninah Chitty did undertake and
promise in manner and form as the said Cotta Sawmy
Chitty hath above thereof Complained against him
nor but that the said Cotta Sawmy Chitty hath
Sustained damages on occasion of the not perform-
-ing of the said Several promises and undertakings
in the said Declaration Mentioned to the Sum of
Two hundred and Seventy eight pagodas and thirty
fanams as by the said Declaration is above
supposed - And thereupon the said Cotta Sawmy
Chitty prays Judgment and his damages &c

Towne & Disney Plaintiffs attys

acknowledged together with his Costs and
charges by him about his Suit in this behalf
Expended to be adjudged to him Therefore
it

Third Term 1805

Judgment signed for the Plaintiff the 30th. day of July 1805.

it is Considered that the said Cotta Sawmy Chitty do Recover against the said Ninah Chitty Rs damages aforesaid amounting to the sum of Two Hundred and Seventy eight pagodas and Thirty Fanams in form aforesaid acknowledged and also the Sum of Sixty five pagodas and fourteen fanams for his said Costs and Charges by the Cours of our said Lord the King Now here adjudged to the said Cotta Sawmy Chitty and with his assent, which said damages Costs and Charges in the whole amount to the sum of three Hundred and forty four pagodas And the said Ninah Chitty in mercy &c

mercy

And thereupon the said Cotta Sawmy Chitty by Townes Disny his attorney prays the writ of our Lord the King, of Fiere Facias to be directed to the Sheriff of madraspatnam to cause him to levy and make of the Goods, Lands Debts and other Effects which belong to the said Ninah Chitty the Sum of three Hundred and forty four Pagodas - and it is granted unto him returnable here on the 30th. day of August Next -

Writs of Fiere Facias issued on the 30th. July 1805 -

Read before the Honble Sir Henry Gwillim Knight Chief Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one Thousand eight Hundred and five

Fort St George } John Doe on the demise of Adrian De Fries,
Madras } John De Fries and Lewis De Fries puts in his place Townes Disney his attorney against Richard Roe in a Plea of Trespass and Ejectment

Fort St George } The said Richard Roe in person at the
Madras } suits of the said John Doe in the plea aforesaid.

Fort St George } Be it remembered that on the 22d. day of June
Madras } as of the Second Term in the Year of our Lord one Thousand eight Hundred and five before the said Supreme Court of Judicature at Madras came the said John Doe by Townes Disney his attorney and brought into the said Court then there his certain Plaint against the said Richard Roe in a Plea of Trespass and Ejectment and therein are Pledges for the Prosecution thereof to wit John Doe and Richard Roe which said Plaint

Plaint in Exchequer to wit - filed 22d June 1805 -

Plaint follows in these words that is to say - Madras
to wit - John Doe of Madras Inhabitant by Daniel
Neale his attorney Complains of Richard Roe being
a British Subject and as such a Person Subject
to the Jurisdiction of this Honorable Court - For that
Whereas Adrian De Fries John De Fries and
Lewis De Fries heretofore to wit on the Fifth
day of May in the Year of our Lord one Thousand
eight Hundred and five had demised Granted
and to Farm Let to the said John Doe Ten
Messuages Ten Tenements Ten Cottages Ten
dwt Houses Ten Stables Ten Bankiques
thirty acres of arable Land thirty acres of
Garden Ground thirty acres of Waste Land
and thirty acres of other Land with the
appurtenances Situate lying and being at
Chepauk within the limits of Madras —
To have and to hold the same with
the appurtenances to the said John Doe and his
assign from the thirtieth day of april in the
said Year of our Lord one thousand eight
Hundred and five for and during and unto
the full end and Term of Five Years from
thence next ensuing and fully to be Compleat

and

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 Richard afterwards to wit on the Second day of May in the said Year one Thousand eight hundred and five with force and arms &c entered into the Premises aforesaid with the appurtenances which the said Adrian De Fries, John De Fries and Lewis De Fries Demised to the said John in Manner aforesaid for the Term aforesaid which is not yet Expired and of which he the said John was then possessed and Ousted the said John out of his said Farm and him the said John so Ousted hath Kept and still doth Keep from his said possession thereof and other Injuries to the said John then and there did against the Peace of our Lord the King and to the Damage of the said John of one hundred Pagodas and therefore he brings Suit &c

And Now at this day (that is to say) on the Eighteenth day of July in this 3d Term 1805 until which day the said Richard Roe had Leave to imparl to the said Plaint of the said John Doe and then to answer the same &c as well the said John Doe by his said Attorney as the said Richard

Third Term 1805

Daniel Nedle Atty for the Lessor of the Plaintiff

Richard Roe in his own person do come before the Court here 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 aforesaid 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 those damages, Costs and Charges &c - and thereupon the said John Doe prays the writs of our said Lord the King to be directed to the Sheriff of Madras to cause the said John Doe to have possession of his said Term Yet to come of and in the Tenements aforesaid with the appurtenances And it is granted to him returnable before the Justices of the said Court of our said Lord the

Judgment signed for the Lessors of the Plaintiff the 31st July 1805 against the Casual Ejector -

No 41

Third Term 1805

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The King Lere on the Seventh day of august next -

Writ of Possession issued 31 - July 1806 -

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of the Justices of his Majesty's Supreme Court of Judicature at Madras of the third Term in the Year one thousand eight hundred and five

Fort St. George
Madras to wit } John Doe on the demise of Adrian De Fries, John De Fries and Lewis de Fries puts in his place Daniel Neale his attorney against Richard Roe in a Plea of Trespass and Ejectment -

Fort St. George
Madras to wit } He said Richard Roe in his own person at the Suit of the said John Doe in the Plea aforesaid -

Fort St. George
Madras } Be it Remembered that on the Twenty Second day of June as of the second Term in the Year of our Lord one thousand eight hundred and five - before the Supreme Court of Judicature at Madras came John Doe by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against the said Richard Roe in a Plea of Trespass and Ejectment - and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say - Madras to wit - John Doe of Madras Inhabitant by Daniel Neale his attorney Complains of Richard Roe being a British Subject and as

Plaintiff in Ejectment filed 22d June 1805 -

such a Person Subject to the Jurisdiction of this Honble Court For that Whereas Adrian De Fries, John De Fries and Lewis De Fries heretofore to wit - on the First day of May in the Year of our Lord one thousand Eight hundred and five had demised, granted and to Farm Let to the said John Doe Six Messuages Six Tenements, Six Cottages, Six out Houses, Six Stables, Six Boutiques, Twenty acres of arable Land Twenty acres of Garden Ground, Twenty acres of waste Land, and Twenty acres of other Land with the appurtenances thereunto belonging Situate lying and being at Chepauk within the limits of Madras - To have and to hold the same with the appurtenances to the said John Doe and his assign from the Thirtieth day of april in the said Year of our Lord one thousand eight hundred and five for and during and unto 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 Richard afterwards to wit on the Second day of May in the said Year of our Lord one thousand eight hundred and five with force and arms &c entered into the Premises aforesaid with the appurtenances which the said Adrian De Fries, John De Fries and Lewis de Fries, demised to the said John in manner aforesaid for the Term aforesaid which is not yet Expired and of which he the said John was then possessed and Ejected the said John out of his said Farm - and him the said John so Ejected

Hath

hath Kept out and Still doth Keep from his Possession thereof and other Injuries to the said John Den and there did against the Peace of our Lord the King and to the Damages of the said John of one hundred Star Pagodas and therefore he brings Suit &c

And now at this day (that is to say) on the Eighteenth day of July in this 3d Term 1805 in full which day the said Richard Roe had leave to imparl to the said Plaint of the said John Doe and then to answer the same &c as well the said John Doe by his said attorney as the said Richard Roe in his own person do come before the Court here 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 aforesaid 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

D'Neale Atty for Lessors of the Pltf.

Judgment signed for the Lessors of the Plaintiff the 31st day of July 1805-

let the said Richard Roe be acquitted of those 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 Madras to cause the said
John Doe to have possession of his said Term
yet to come of and in the Tenements aforesaid
with the appurtenances — and it is granted to
him returnable before the Justices of the said
Court of our said Lord the King here on the 7th
day of august next — the same day is given to
the said Richard Roe there — &c

Writ of Possession
issued the 31st
July 1805.

Third Term 1805 -

Pleas before the Honble Sir Henry Gwillim Knight one of his majestys Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } John Doe on the demise of Henry Bartleman puts in his place William Leighs his attorney against Richard Roe in a Plea of Trespass and Ejectment -

Fort St. George Madras } The said Richard Roe in his own person at the suit of the said John Doe in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Third Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came John Doe by William Leighs his attorney and brought into the said Court then there his certain Plaint against the said 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 that is to say, Fort Saint George Madras John Doe by William Leighs his attorney Complains of Richard Roe an

Inhabitant

Plaintiff in Ejectment filed 25th July 1805.

Inhabitants of Madras and liable to the Jurisdiction of this Honorable Court For that Whereas one Henry Bantleman of Madras Heretofore to wit on the Twenty Sixth day of April in the year of Christ one Thousand eight Hundred and four and in the Forty fourth year of the Reign of our Sovereign 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 Shops Ten out Houses Ten Stables Ten Godowns Ten Bungalows five Gardens and Twenty Cawnies of Land with the appurtenances thereunto belonging situate lying and being at Moodal Pettah in Ankapah Naicks Street within the Limits of Madras bounded between the Houses of Chinna-=Comby Mastry and Syed Tindal To have and to hold the said Tenements with the appurte-=nances to the said John Doe and his assigns from the said Twenty Sixth day of April in the Year aforesaid for and during and unto the full end and term of five Years from thence next ensuing and fully to be Complete and ended by Virtue of which said Demise the said John Doe entered into the said premises last aforesaid with the appurtenances and

was

Third Term 1805

was possessed thereof until the said Richard Roe afterwards to wit on the Twenty Seventh day of the said Month of April in the Year aforesaid with force and arms &c entered into the Premises last aforesaid with the appurtenances which the said Henry Bankleman 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 to the damage of the said John Doe of one Thousand Two hundred Star Pagodas and Therefore he brings his Suit &c

And Now in this Third Term in the year of our Lord one thousand Eight hundred and five that is to say on the Thirty first day of July until which day was given the said Richard Roe to answer the said Plaint and then and there to answer the same come 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

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Judgment signed against the Casual Victor 31st July 1805.

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 premises aforesaid with the appurtenances and also his damages sustained by reason of the Trespass and Ejectment aforesaid and thereupon the said John Doe prays the writ of our Lord the King to be directed to the Sheriff of Madras to cause him to have possession of his said Term yet to come of and in the premises aforesaid with the appurtenances and it is granted to him -

Writ of Possession issued on the 2d August 1805 -

returnable on the 9th August instant

Third Term 1805

Pleas before the Hon^ble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and five.

Fort St. George Madras — } John Doe on the demises of Azarah Caugy and Mahsdeen ahomed Cawn Saib puts in his place William Light his attorney against Richard Roe in a Plea of Trespass and Ejectment —

Fort St. George Madras — } The said Richard Roe in his own Person at the Suit of the said John Doe in the Plea aforesaid —

Fort St. George Madras } Be it remembered that in the second Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came John Doe by William Light his attorney and brought into the said Court then there his certain Plaint against the said 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, that is to say, Fort St. George Madras

Madras John Doe by William Light his attorney
Compt Cains of Richard Roe being an Inhabitant of
Madras and as such a person liable to the Juris=
=diction of this Honble Court - For that one Syed
Plaintiff in Ejectment Cauji Mookiadeen Mohammed Cawn Saib of Madras
filed 1st heretofore to wit on the first day of october
April 1805 - in the year of Christ one thousand and eight
hundred and in the Forty fourth 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 Shops Ten out Houses, Ten Stables, Ten,
Godowns Ten Bungalows, five Gardens and three
Hundred Cawnies of Land with the appurtenances
thereunto belonging Situate lying and being in
Tondear Pettah within the limits of Madras
and bounded on the East by the Garden of
Tomby Chitty West, North and South by the
Grounds of Grawman To have and to hold
the said Tenements with the appurtenances to
the said John Doe and his assigns from the
said Month of October in the year aforesaid
for and during and until the full and
Term of Eight years from thence next ensuing
and fully to be Complete and ended by
virtue

£100

Third Term 1805 -

Virtue of which said demise the said John Doe entered into the premises last aforesaid with the appurtenances and was possessed thereof until the said Richard Roe afterwards to wit on the second day of the said Month of October in the Year aforesaid with force and arms &c entered into the premises last aforesaid with the appurtenances which the said Azaras Cauju Mookiadeen Ahammed Cawn Saib 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 to the damage of the said John Doe of one thousand star Pagodas and therefore he brings his Suit &c

And Now in this third Term in the year of our Lord one thousand eight hundred and five, that is to say, on the first day of august until which day was given the said Richard Roe to answer the said Plaint and then and there to answer the same come as well the said John Doe by his attorney aforesaid as the said Richard Roe in his proper person and

Supreme Court

Record of Judgments

Third Term 180

Roll 12

~~Rex~~ King

vs

The Prisoner

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 from the said Richard Roe his said Term Yet to come of and in the Premises aforesaid 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 those damages, Costs, and Charges &c— and thereupon the said John Doe prays the Writs of our Lord the King to be directed to the Sheriff of Madras to Cause him to have possession of his Term Yet to come of and in the Premises aforesaid with the appurtenances and it is granted to him and returnable on the 23d. of august instant—

Judgment signed for the Lessor of the Plaintiff the 7th day of august 1805—

Writ of Possession issued the 14th august 1805

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and five -

Fort St. George Madras } Robert Swan puts in his place Daniel Neale his attorney against John Edward Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the Case -

Fort St. George Madras } The said John Edward Branson, Thomas Jones and Luke Reddy in their person at the Suit of the said Robert Swan in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the fifth day of July as of the Second Term in the Year of our Lord one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Robert Swan by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against the said John Edward Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the Case

and

Plaint in assumpsit filed 8. July 1805

and there are Pledges for the Prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. Madras to wit Robert Swan by Daniel Neale his attorney complains of John Edward Branson, Thomas Jones and Luke Reddy being British Subjects and as such Persons Subject to the Jurisdiction of this Honble Court of a Plea of Trespass on the case - For that whereas at the time hereinafter in this Count mentioned the said John Edward Thomas and Luke carried on trade and dealing or were otherwise associated and held themselves forth as Copartners under the Names and by the Style and firm of Branson, Jones and Reddy to wit at Madras - And whereas heretofore to wit on the Ninth day of March in the year of our Lord one thousand eight hundred and five at Madras the said John Edward Thomas and Luke made their certain Note in writing Commonly called a promissory Note their Names Style and firm aforesaid being thereunto Subscribed and bearing date the day and year aforesaid

aforesaid and then and there delivered the said Note to the said Robert By which said Note the said John Edward Thomas and Luke one Month after the date thereof promised to pay unto the said Robert (by the Name and addition of Mr R Swan) or his Order the Sum of Two hundred and Ninety Star Pagodas fourteen Fanams and forty cash with Interest at the rate of Twelve per Cent per annum being for Value received By Means 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 Robert the said Sum of Money in the said Note specified according to the tenor and Effect of the said Note and being so liable the said John Edward Thomas and Luke 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 Robert 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 John Edward Thomas and Luke afterwards to wit on the first day of July

July in the year aforesaid at Madras aforesaid were indebted to the said Robert in the Sum of Six hundred Star Pagodas of the Current Money of Madras for Money by the said John Edward Thomas and Luke before that time had and received to the use of the said Robert - And being so indebted 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 Robert to pay him the said last mentioned Sum of Money when they the said John Edward Thomas and Luke should be thereto afterwards requested - And Whereas the said John Edward Thomas and Luke afterwards to wit on the day and Year last aforesaid at Madras aforesaid accounted with the said Robert 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 Robert and then being in arrear and unpaid and upon that accounting the said John Edward Thomas and Luke were then

then and there found to be in arrear and indebted
unto the said Robers in the further Sum of
Six Hundred Star Pagodas of the like Current
Money of Madras and being so found in arrear
and indebted the said John Edward Thomas
and Luke 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 Robers
to pay him the said last mentioned Sum of
Money when they the said John, Edward, Thomas
and Luke should be thereto afterwards
Requested Yet the said John Edward Thomas
and Luke 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 Robers in
this behalf have not nor have nor hath
any or either of them paid the said Several
Sums of Money or any or either of them or any
part thereof to the said Robers (although

so to do the said John Edwards, Thomas and Luke were and each of them was Requested by the said Robers afterwards to wit on the day and year last aforesaid and oftentimes afterwards at Madras aforesaid) But to pay the same the said John Edward Thomas and Luke have and each of them hath hitherto wholly refused and still do and each of them doth refuse To the damage of the said Robers of Six hundred Star Pagodas and therefore he brings his suit &c

And Now at this day (that is to say) on the Eighteenth day of July in this Term until which day the said John Edward, Thomas and Luke had leave to imparl to the said Plaint of the said Robers and then to answer the same &c as well the said Robers by his said attorney as the said John Edward Thomas and Luke by Fownes Disney their attorney do come before the Court here - and the said John Edward, Thomas and Luke defend the wrong and injury when &c and say nothing in bar or preclusion of the said

said action of the said Robert whereby the said Robert remains therein undefended against the said John. Edward. Thomas and Luke - and thereupon a day is given to the said Robert to come before the Court and verify the Matter of his said Plaint in such Manner as the Court shall award - At which day being the twenty Seventh day of July in this Term comes the said Robert by his said attorney and the Justices of the Court of our Lord the King here having Examined and Considered the allegations of the said Robert and also the Depositions of Witnesses adduced by him in respect to the premises - It doth appear to them that the said John Edward. Thomas and Luke did Undertake and promise in Manner and form as the said Robert hath above thereof complained against them and that the said Robert hath sustained damages by occasion of the non performance of those promises and undertakings to the Sum of Three Hundred and five Pagodas twelve Fanams and Twenty Cash over and besides his Costs and Charges by him about his

his Suit in this behalf Expended – The Justices of the said Court of our Lord the King here do therefore adjudge award and order that the said Robert do recover against the said John Edward Thomas and Luke his damages aforesaid to the said Sum of three hundred and five Pagodas twelve Fanams and Twenty Cash and that the said John Edward Thomas and Luke do pay unto the said Robert for his Costs and Charges aforesaid the further Sum of Ninety eight Pagodas and forty one Fanams which said Damages Costs and Charges amount in the whole the Sum of four hundred and four Pagodas eight Fanams and Twenty Cash and the said John Edward, Thomas and Luke in Mercy &c

Judgment signed for the Plaintiff the 17th. day of August 1805

mercy

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of his Majesty's Justices of the Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George } David Young puts in his place James Sutherland
Madras to wit } his attorney against John Edward Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the Case -

Fort St. George } The said John Edward Branson, Thomas
Madras to wit } Jones and Luke Reddy in Person at the Suit of the said David Young in the Plea aforesaid -

Fort St. George } Be it remembered that on the thirteenth day
Madras } of June in the Vacation after the second Term in the Year of our Lord one thousand eight hundred and five before the said Supreme Court of Judicature at Madras came David Young by James Sutherland his attorney and brought

into

into the said Court then there his certain Plaint against the said John Edward Branson, Thomas Jones and Luke Reddy 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 David Young by James Sutherland his Madras - attorney Complains of John Edward Branson Thomas Jones and Luke Reddy being British Subjects and as such persons liable to the Jurisdiction of this Honble Court - For that whereas at the time of making the promises and undertakings herein after Mentioned they the said John Edward Thomas and Luke were residing Traded and used Commerce in Copart= nership according to the law and Custom of Merchants under the Names and by the Style and Firm of Branson Jones and Reddy to wit at Madras aforesaid and being so residing trading and using Commerce the said John Edward Thomas and Luke on the Nineteenth day of June in the Year one Thousand Eight Hundred

Plaint in assumpsit filed 13th June 1805 -

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Wright one of his Majesty's Justices of the Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George } David Young puts in his place James Sutherland
Madras to wit } his attorney against John Edward Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the Case -

Fort St. George } The said John Edward Branson, Thomas
Madras to wit } Jones and Luke Reddy in Person & the Suit of the said David Young in the Plea aforesaid -

Fort St. George } Be it remembered that on the thirteenth day
Madras } of June in the Vacation after the second Term in the Year of our Lord one thousand eight hundred and Five before the said Supreme Court of Judicature at Madras came David Young by James Sutherland his attorney and brought

into

into the said Court then there his certain Plaint against the said John Edward Branson, Thomas Jones and Luke Reddy 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 - David Young by James Sutherland his attorney Complains of John Edward Branson Thomas Jones and Luke Reddy being British Subjects and as such persons liable to the Jurisdiction of this Honble Court - For that whereas at the time of making the promises and undertakings herein after Mentioned they the said John Edward Thomas and Luke were residing trading and used Commerce in Copart=nership according to the law and Custom of Merchants under the Names and by the Style and Firm of Branson Jones and Reddy to wit at Madras aforesaid and being so residing trading and using Commerce the said John Edward Thomas and Luke on the Nineteenth day of June in the Year one thousand Eight hundred

Plaint in assumpsit filed 13th June 1805 -

Third Term 1805

hundred and Four at Madras aforesaid Made their
Certain Note in writing Commonly Called a Promissory Note
their Names Style and Firm aforesaid being thereunto
Subscribed and bearing date the day and year
aforesaid and then and there delivered the said Note
to the said David by which said Note the
said John Edward Thomas and Luke two months
after the date thereof promised to pay unto the
said David (by the Name and description of
Mr. David Young) or order the Sum of one Hundred
and Sixty one Star Pagodas Twenty eight Fanams
and Fifty Cash with Interest at the rate
of Twelve per Cent per annum and then and
there delivered the said Note to the said
David by Means 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 David 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 they the said John Edward Thomas
and

and Luke in Consideration thereof afterwards to
wit on the same day and Year aforesaid at Madras
aforesaid undertook and to the said David 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 John Edward Thomas and Luke afterwards
to wit on the same day and Year aforesaid at
Madras aforesaid was indebted to the said
David in other Five hundred Star Pagodas
Current Money aforesaid for Money by the said
John Edward Thomas and Luke before that time
had and received to the use of the said David and
being so indebted they the said John Edward Thomas
and Luke in Consideration thereof afterwards to wit
on the same day and Year aforesaid at Madras
aforesaid undertook and to the said David then and
there faithfully promised to pay him the said last
mentioned Sum of Money when they the said John
Edward Thomas and Luke should be thereto afterwards
requested - And Whereas the said John
Edward Thomas and Luke afterwards to wit on
the

Third Term 1805

the same day and year aforesaid at Madras aforesaid, was indebted to the said David in other Five hundred star Pagodas Current Money aforesaid, for Money by the said David before that time Laid out Expended and paid for the said John Edward Thomas and Luke and at their Special instance and request and being so indebted they the said John Edward Thomas and Luke, in Consideration thereof, afterwards, to wit, on the same day and Year aforesaid at Madras aforesaid undertook and to the said David then and there faithfully promised to pay him the said Last Mentioned Sum of Money when they the said John Edward Thomas and Luke, should be thereto afterwards requested - and Whereas the said John Edward Thomas and Luke, afterwards, to wit on the same day and year aforesaid at Madras aforesaid accounted with the said David 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 David and then being in arrear and unpaid and upon which account they the said John Edward Thomas and Luke were then and there found in arrear and indebted to the said David in another large Sum of Money to wit, the Sum of other Five hundred

Hundred Star Pagodas Current Money aforesaid
and being so found in arrear and indebted they the
said John Edward Thomas and Luke, in consider=
=ation thereof afterwards to wit, on the same day and
Year aforesaid at Madras aforesaid undertook
and to the said David then and there faithfully
promised to pay him the said last Mentioned Sum
of Money when they should be thereto afterwards
requested Yet the said John Edward Thomas
and Luke not regarding their said several promises
and undertakings so by them made as aforesaid
but Contriving and fraudulently intending craftily
and Subtilly to deceive and defraud the said
David in this behalf have not nor hath either
of them paid the said several Sums of Money or
any part thereof to the said David (although so to
do they the said John Edward Thomas and Luke
was often requested by the said David) but
they to do this have hitherto wholly refused
and still doth refuse so to do - to the damage
of the said David of Five Hundred Star Pagodas
and therefore he brings Suit -

And Now in this Third Term in
the

Third Term 1805

the Year of our Lord one thousand Eight hundred and five that is to say on the thirtieth day of July until which day was given as well to the said David Young as to the said John Edward Branson Thomas Jones and Luke Reddy to inform the Court here of the premises Came the said David Young by his Attorny aforesaid and the said John Edward Branson Thomas Jones and Luke Reddy altho' solemnly demanded come not to answer 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 thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said John Edward Branson Thomas Jones and Luke Reddy did undertake and promise in Manner and form as the said David Young hath above thereof Complained against them and they above the damage of the said David Young on occasion of the not performing the promises and undertaking above Mentioned over and above his Costs and Charges by him about his suit in this behalf Expended to one hundred and Eighty three Pagodas forty one fanams and forty seven cash.

Judgment signed for the Plaintiff the 19th day of august 1805–

cash and for those Costs and Charges to Ninety six Pagodas and Thirty Nine Fanams It is Therefore Considered that the said David Young do Recover against the said John Edward Branson Thomas Jones and Luke Reddy the said Sum of one Hundred and Eighty three Pagodas forty one Fanams and forty seven Cash for his said damages and also the Sum of Ninety six Pagodas and Thirty nine Fanams for his said Costs and Charges which said damages Costs and Charges in the whole amount to Two Hundred and Eighty Pagodas Thirty six Fanams and forty seven Cash and that the said David Young have Execution &c

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 five -

Fort St George Madras to wit } Henry Hall puts in his place Charles Walters and James Sutherland his attornies against Daniel Johnson Sole Executor in India of the last Will and Testament of Thomas Hawkes deceased in a Plea of Trespass on the Case -

Fort St George Madras to wit } The said Daniel Johnson Sole Executor in India of the last Will and Testament of Thomas Hawkes deceased puts in his place Robert Orme his attorney at the Suit of the said Henry Hall in the Plea aforesaid

Fort St George Madras to wit } Be it remembered that in the first Term in the Year one Thousand eight hundred and five before the said Supreme Court of Judicature at Madras came Henry Hall by Charles Walters and James Sutherland his attornies and brought his bill before the said

said Court Then there his certain Plaint against the said Daniel Johnson Sole Executor in India of the last will and Testament of Thomas Hawkes 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 - That is to say - Fort St. George Madras Henry Hall by Charles Walters and James Sutherland his attornies Complains of Daniel Johnson Sole Executor in India of the last will and Testament of Thomas Hawkes deceased and being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court. For that whereas the said Thomas Hawkes in his life time to wit on the Twentieth day of January in the Year of our Lord one thousand Eight Hundred and three at Fort Saint George Madras aforesaid made and signed his Certain Note in writing Commonly called a Promissory Note bearing Date the same day and Year aforesaid and thereby two Months after date the said Thomas Hawkes promised to pay to the said Henry by the Name and Addition of H: Hall Esq.r or his Order the Sum of one Hundred and Seventy Six Star Pagodas for Value received and

Plaint in a Summons filed 7.th February 1805.

then

No 47

then and there delivered the said Note to the said Henry whereby and by Reason of which said Several premises and by Force of the Statute in such Case made and provided the said Thomas Hawkes in his life time became liable to pay to the said Henry the said Sum of Money in the said Note Specified according to the Tenor and effect thereof and being so liable the said Thomas Hawkes in Consideration thereof afterwards in his life time to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Henry then and there faithfully promised to pay him the said Sum of Money in the said Note Specified according to the Tenor and Effect thereof and whereas the said Thomas Hawkes in his life time to wit on the Fourteenth day of February in the said Year one thousand eight hundred and three at Fort Saint George Madras aforesaid made and signed his certain other Note in writing Commonly called a promissory Note bearing date the same day and Year last aforesaid and thereby two months after date the said Thomas Hawkes promised to pay to the said Henry (by the name and addition of R. Hall Esqr.) or his order the Sum of Four hundred and Eighty two Star Pagodas and thirty eight Fanams

No 47.

Janams for Value Recieved and then and there delivered
the said last mentioned Note to the said Henry
whereby and by reason of which last mentioned
premises and by force of the Statute in such Case
made and provided the said Thomas Dawkes in his
life time became liable to pay to the said Henry
the said Sum of Money in the said last mentioned
Note Specified according to the Tenor and Effect
thereof and being so liable the said Thomas
Dawkes in Consideration thereof afterwards
in his life time to wit on the same day and year
aforesaid at Madras aforesaid undertook and
to the said Henry then and there faithfully
promised to pay him the said Sum of Money in
the said last mentioned Note Specified according
to the Tenor and effect thereof - and whereas
the said Thomas Dawkes afterwards in his
life time to wit on the Eleventh day of
April in the Year aforesaid, at Fort Saint George
Madras aforesaid was indebted to the
said Henry in other Sum of Four Hundred Star
Pagodas Current Money of Madras for Divers
Goods

No 47

Third Term 1805

Goods wares and Merchandizes by the said Henry before that time sold and delivered to the said Thomas Dawkes at his special instance and request and being so indebted the said Thomas Dawkes in Consideration thereof afterwards in his life time to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Henry then and there faithfully promised to pay him the said last mentioned Sum of Money when the said Thomas Dawkes should be thereto afterwards requested — and whereas afterwards in the life time of the said Thomas Dawkes to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid in Consideration that the said Henry had before that time sold and delivered to the said Thomas Dawkes divers other Goods wares and Merchandizes he the said Thomas Dawkes undertook and to the said Henry then and there faithfully promised to pay him so much Money as the last mentioned Goods wares and Merchandizes at the

the time of the Sale and delivery to the said Thomas Hawkes as aforesaid were reasonably worth whenever afterwards he the said Thomas Hawkes should be thereto requested and the said Henry avers that the last Mentioned Goods wares and Merchandizes at the time of the Sale and delivery thereof to the said Thomas Hawkes as aforesaid were reasonably worth other Four hundred Star Pagodas Current Money aforesaid to wit at Fort Saint George Madras aforesaid whereof the said Thomas Hawkes afterwards in his life time to wit on the same day and year last aforesaid there had Notice And whereas the said Thomas Hawkes afterwards in his life time to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Henry in other Sum of Two thousand Star Pagodas Current Money aforesaid for so much Money by the said Henry before that time lent and advanced to the said Thomas Hawkes at his

Special

Special instance and Request and being so indebted the said Thomas Hawkes in Consideration thereof afterwards in his life time 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 Henry to pay him the said last Mentioned Sum of Money when he the said Thomas Hawkes should be there to afterwards Requested - and Whereas the said Thomas Hawkes afterwards in his life time to wit on the same day and Year last aforesaid at Fort Saint George Madras aforesaid accounted with the said Henry of and Concerning diverse other Sum of Money before that time due and owing from the said Thomas Hawkes to the said Henry and then being in arrear and unpaid to him upon which said account the said Thomas Hawkes was then and there found in arrear and indebted to the said Henry in another large Sum of Money to wit the Sum of other Two Thousand Star Pagodas Current Money aforesaid and being so indebted he the said

Thomas

Supreme Court

Record of Judgment

Third Term

1805

Roll 19

Thomas Hawkes in Consideration thereof afterwards in his life time 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 Henry to pay him the said last mentioned Sum of Money when he the said Thomas Hawkes should be thereto afterwards requested - Yet the said Thomas Hawkes in his life time and the said Daniel Executors aforesaid since his decease not regarding the said Several promises and undertakings so made as aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Henry in this respect have not nor hath the said Daniel Executor as aforesaid yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Henry / altho' often requested so to do / but the said Thomas Hawkes in his life time and the said Daniel Executor as aforesaid since his decease to do this have wholly refused and the said Daniel still doth refuse to the damage of the said Henry of Two Thousand Star Pagodas and therefore he brings Suit

Third Term 1805

imparlance

And afterwards that is to say on the 16th day of March to wit in the Vacation of the same first Term in the same year one thousand eight hundred and five until which day the said Daniel Johnson had leave to impart to the said Plaint and then to answer the same came as well the said Thomas Hawkes by his attorney as the said Daniel Johnson by his attorney and the said Daniel Johnson Defends the wrong and injury when &c and says that the said Henry ought not to have or maintain his aforesaid action against him the said Daniel because he says that the said Thomas Hawkes heretofore in his life time to wit on the day of in the year one thousand and eight hundred in the Kingdom of Great Britain by his Certain writing obligatory Sealed with his Seal and then and there Made for a just and true debt became bound to one Hawkes the Mother of the said Thomas Hawkes in the Sum of one thousand Pounds Sterling Money of Great Britain Making in the Current Money of Madras the Sum of Two thousand and five hundred Star Pagodas to be paid to the said Hawkes when he the said Thomas Hawkes should be thereto afterwards Requested and the said Daniel also says that the said Thomas Hawkes in his life time to wit on the Eighth day of

Plea filed 16th March 1805.

of July in the Year of our Lord one Thousand Eight
hundred and two at Madras by his certain other
Writing obligatory Sealed with the Seal of the said
Thomas Hawkes and then and there made for a just
and true debt became held and firmly bound to the
said Henry Hall in the Sum of one Thousand one
hundred and thirty eight Star Pagodas fourteen
fanams and forty Cash of the Current money
of Madras to be paid to the said Henry when
he the said Thomas Hawkes should be thereto
afterwards requested and the said Daniel
Likewise says that the said Thomas Hawkes
in his life time to wit on the fourth day of
November in the Year of our Lord one Thousand
eight hundred and three at Madras by his
certain other Writing obligatory Sealed with
his Seal and then and there made for a
just and true debt became bound to one
Charles Godfrey in the Sum of Four Thousand
Star Pagodas of the like Current Money
of Madras to be paid to the said Charles
Godfrey when he the said Thomas Hawkes
should be thereto afterwards requested
which

which said Several writings obligatory at the time of the death of the said Thomas Hawkes were and Still are in full force not released cancelled annulled or in any wise paid or Satisfied and the said Daniel further says that he hath fully administered all and Singular the Goods and Chattels which were of the said Thomas Hawkes deceased at the time of his death and which have come to the hands of him the said Daniel to be administered and that he the said Daniel hath not nor on the day of the preferring the Plaint of the said Henry against him the said Daniel had he nor at any time since hath he had any Goods and Chattels which were of the said Thomas Hawkes deceased at the time of his death in the hands of him the said Daniel to be Administered Except Goods and Chattels to the value of three thousand one hundred and two Star Pagodas Twenty Nine Fanams and ten Cash and which are not Sufficient to pay or Satisfy the said Several writings obligatory hereinbefore Mentioned and which are Subject and liable to the Satisfaction thereof

And

And this he the said Daniel is ready to verify wherefore he prays Judgment if the said Henry ought to have or maintain his aforesaid action against him &c

And for further Plea in this behalf by like leave of the Court for that purpose first had and obtained according to the form of the Statute in such case made and provided the said Daniel says that the said Henry ought to have or maintain his aforesaid action against him the said Daniel because he says that he hath fully administered all and singular the Goods chattels and Credits which were of the said Thomas Hawkes deceased at the time of his death and which have come to the hands of him the said Daniel to be administered to wit at Madras and that he the said Daniel hath not nor had he at the time of the preferring of the said Plaint of the said Henry against him nor hath he at any time since had any Goods or Chattels which were of the said Thomas Hawkes deceased at the time of his death in his hands to be administered and this he the said Daniel is ready to verify wherefore he prays Judgment if the said Henry ought to have or maintain his aforesaid action against him &c

And thereupon the said Henry

inasmuch

James Sutherland Attyt for Plaintiff

inasmuch as he cannot deny the Several Matters above Pleaded by the said Daniel but admits the same to be true prays Judgment and his damages by him sustained on occasion of the Not performing of the said Several Promises and undertakings in the said Declaration Mentioned to be adjudged to him -

Judgment signed for the Plaintiff the 19th day of August 1805 - Pl of attys guarantee &c

Therefore it is Considered that the said Henry Recover against the said Daniel one Thousand and twenty two Pagodas twenty nine Fanams and thirteen Cash for his damages by him sustained on Occasion of the Non performance of the said Several promises and undertakings in the said Declaration Mentioned and Fifty Eight Pagodas and thirty nine Fanams for the Costs and Charges of him the said Henry by him about his Suit in this behalf Expended which said damages Costs and Charges in the Whole amount to one Thousand and eighty one Pagodas twenty three Fanams and thirteen Cash to be Levied of the Goods and Chattels which were of the said Thomas Hawkes Deceased at the time of his death and which shall hereafter come to the hands of the said Daniel to be administered after Satisfying the said Several debts in the said Writings obligatory in the said Plea first above Pleaded

mercy Pleaded mentioned — and the said Daniel is in mercy &c

Third Term 1805

Pleas before the Honble Sir Henry Gwillem Knight one of the 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 five

Fort St. George
Madras } Nauyaroo Jahsawmy Pillah puts in his place Daniel Neale his attorney against John Edward Branson in a Plea of debt.

Fort St. George
Madras } The said John Edward Branson in his own person at the Suit of the said Nauyaroo Jahsawmy Pillah in the Plea aforesaid.

Fort St. George
Madras } Be it remembered that on the twenty Ninth day of may as of the Second Term in the Year of Christ one thousand eight hundred and five before the said Supreme Court of Judicature at Madras came Nauyaroo Jahsawmy Pillah by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against John Edward Branson 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 - that is to say - Madras to wit - Nauyaroo Jahsawmy

Plaint in debt filed 29th May 1805.

Pillah by Daniel Neale his Attorney Complains of John Edward Branson a British Subject and as such a person Subject to the jurisdiction of this Hon^ble Court of a Plea that he render to the said Sahsawmy Four hundred Star Pagodas of the Current Money of Madras which he owes to and unjustly detains from the said Sahsawmy - For that Whereas the said John Edward on the Sixth day of March in the Year of our Lord one thousand eight hundred and five 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 by the Names and designation of Branson, Jones and Reddy to be held and firmly bound to the said Sahsawmy (by the Name of N. Sahsawmy Pillah) in the said Four hundred Star Pagodas to be paid to the said Sahsawmy when he the said John Edward should be thereto afterwards requested Yet the said John Edward (although often requested &c) hath not paid the said Four

hundred

Hundred Star Pagodas above demanded or any part thereof to the said Lahsawmy Luth to pay the same or any part thereof to the said Lahsawmy the said John Edward hath hitherto wholly refused and still doth refuse To the damage of the said Lahsawmy of Two Hundred Star Pagodas and therefore he brings his Suit &c

And Now at this day (that is to say) on the Eighteenth day of July in this Term until which day the said John Edward had leave to impark to the said Plaint of the said Nauyaroo Lahasawmy Pillay and then to answer the same &c as well the said Nauyaroo Lahasawmy Pillay by his said attorney as the said John Edward in his own person do come before the Court here - and the said John Edward defends the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Nauyaroo Lahasawmy Pillay whereby the said Nauyaroo Lahasawmy Pillay remains therein undefended against the said John Edward and thereupon a day is given to the said Nauyaroo Lahasawmy Pillay

to come before the Court and verify the Matters
of his said Plaint in such Manner as the
Court shall award - at which day being
the twenty ninth day of July in this Term
comes the said Mauyaroo Sahasawmy Pillay
by his said Attorney and the Justices of the
Court of our Lord the King here having Examin-
= ed and Considered the Alligations of the
said Mauyaroo Sahasawmy Pillay and also
the Depositions of Witnesses adduced by
him in Respect to the premises - It doth
appear to them that the said writing obliga-
tory in the said Plaint of the said Mauyaroo
Sahasawmy Pillay Mentioned is the Deed
of him the said John Edward and that
the said John Edward doth owe to and
detain from the said Mayaroo Sahasawmy
Pillay the said Four Hundred Star Pagodas
as the said Mauyaroo Sahasawmy Pillay
hath in his said Plaint above Supposed.
The Justices of the said Court of our Lord
the King here do therefore adjudge award
and Order that the said Mauyaroo
Sahasawmy

Judgment signed for the Plaintiff the 19th day of August 1805-

Third Term 1805

Jahaswmy Pillay do recover against the said John Edward his said Debt and also one hundred Pagodas and twenty five 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 and the said John Edward in Mercy &c

Mercy

And thereupon the said Jahaswmy Pillah by Daniel Neal his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras to cause him to levy & make of the Houses, Lands, Debts and other Effects which belong to the said John Edward Branson the Sum of ~~five hundred Pagodas and twenty five Fanams~~ 311 Pags 15 Fs and it is granted unto him returnable here on the 30th day of September instant -

Writ of Execution issued the 7th Sept. 1807.

Read before the Honble Sir Henry Gwillim Wright one of the 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 five

Madras - to wit - Narrainasawmy Moodelliar puts in his place Emanuel Samuel and Daniel Veale his attornies against Maliappan in a Plea of Trespass on the case -

Madras - to wit - The said Maliappan in his person at the Suit of the said Narrainasawmy Moodeliar in the Plea aforesaid -

Madras to wit - Be it remembered that in the Second Term in the Year of Christ one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Narrainasawmy Moodeliar by Emanuel Samuel & Daniel Veale his attornies and brought into the said Court then here his certain Plaint against Maliappan 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 followeth in these words, that is to say Madras to wit - Narrainasawmy Moodelliar

Plaint in Assumpsit filed 28th March 1805 -

of Madras Inhabitant by Emanuel Samuel and Daniel Neale his attornies Complains of Maliappan a Hindoo Inhabitant of Madras and as such a Person Subject to the Jurisdic-= tion of this Honble Court: For that Whereas the said Maliappan on the twenty Seventh day of June in the Year of Christ one Thousand eight hundred and three to wit at Madras made his Certain Instrument in writing in the Malabar Language purporting to be and Commonly Called a Mortgage Bond his own proper hand being thereunto Subscribed and bearing date the Fifteenth day of Raodrotecauny Year Corres= =ponding with the day and Year of Christ aforesaid and then and there delivered the same Instrument in writing to the said Narraina sawmy by which said Instrument in writing the said Maliappan (by the Name and addition of Maliappan son of Malicolundoo Chittyar of Madras) acknowledged that on the day of the making thereof he said

had in consequence of his urgent occasion borrowed
and received of the said Narraina Sawmy in Notes
the Sum of three hundred and seventy two Star
Pagodas Current Money of Madras and did
thereby engage to repay to the said Narraina
Sawmy the same sum of three hundred and
seventy two Star Pagodas on or before the
fifteenth Poorattassy or twenty fifth day
of September then next with all such
Interest as should or might become due
thereon at the rate of twelve per Cent per
annum Commencing from the said month of
Auny By Means whereof the said Maliappan
became liable to pay to the said Narraina
Sawmy the said sum of Money and Interest
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 Maliappan in
Consideration thereof afterwards to wit,
on the said Twenty seventh day of June
in the Year of Christ aforesaid at
Madras aforesaid undertook and then
and

and there faithfully promised the said Narraina
Sawmy to pay him the said Sum of Money
and Interest in the said Instrument in
writing Specified according to the Tenor and
effect of the said Instrument in writing
and whereas the said Maliappan afterwards
to wit on the Twentieth day of March in
the Year of Christ one thousand eight
hundred and five at Madras aforesaid
was indebted to the said Narraina Sawmy
in the sum of one thousand Star Pagodas of
the Current Money of Madras for money
by the said Narraina Sawmy before that
time lent and advanced to the said
Maliappan and at his Special instance and
request And being so indebted he the
said Maliappan 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 Narraina Sawmy to pay him the said
last mentioned Sum of Money when he

the

the said Maliappan should be thereto afterwards
requested. And whereas the said Maliappan
afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid was indebted
to the said Narraina Sawmy in the further sum
of one thousand Star Pagodas of the like Current
Money of Madras for Money by the said Narraina
Sawmy before that time laid out Expended
and paid for the said Maliappan and at his
like Special instance and Request - And being
so indebted, he the said Maliappan 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 Narraina
Sawmy to pay him the said last Mentioned sum
of Money when he the said Maliappan should
be thereto afterwards requested - And whereas
also the said Maliappan afterwards to wit
on the same day and year last aforesaid at
Madras aforesaid was indebted to the said
Narraina Sawmy in the further sum of one
thousand Star Pagodas of the like Current
Money of Madras for Money by the said Maliappan
before

before that time Laid and received to the use of the said Narraina Sawmy - And being so indebted he the said Maliappan 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 Narraina Sawmy to pay him the said last mentioned Sum of money when he the said Maliappan should be thereto afterwards Requested - and whereas the said Maliappan afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Narraina Sawmy of and Concerning diverse other Sums of Money before that time due and owing from the said Maliappan to the said Narraina Sawmy and then being in arrear and unpaid and upon that accounting the said Maliappan was then and there found to be in arrear and indebted to the said Narraina Sawmy in the further Sum of one thousand star Pagodas of like Lawful Current Money of Madras and being so found

found in arrear and indebted he the said Maliap-
=pan 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 Narraina
Sawmy to pay him the said last mentioned Sum
of Money when he the said Maliappan should
be thereto afterwards Requested) yet the said
Maliappan not Regarding his said Several
Promises and undertakings so by him in Manner
and form aforesaid made but Contriving and fraude-
=lently intending Craftily and Subtilly to deceive
and defraud the said Narraina Sawmy 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 Narraina Sawmy (although so to do
the said Malliappan was Requested by the
said Narraina Sawmy 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 Narraina Sawmy

the

the said Maliappan hath Liberto wholly refused and Still doth refuse To the damage of the said Narraina Sawmy of one thousand Star Pagodas and therefore he brings his Suit &c

Ltd Exparte

And Now at this day (that is to say) on the Eighteenth day of July in this Term until which day the said Maliappan had Leave to imparle to the said Plaint of the said Narraina Sawmy Moodelliar and then to answer the same &c as well the said Narraina Sawmy Moodelliar by his said Attorney as the said Maliappan in his own person do come before the Court here and the said Maliappan defends the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Narraina Sawmy Moodelliar whereby the said Narrain Sawmy Moodelliar remains therein undefended against the said Maliappan and thereupon a day is given to the said Narraina Sawmy Moodelliar to come before the Court and verify the Matters of his said Plaint in such Manner as the Court shall

award - at which day being the thirtieth day of
July in this Term comes the said Narraina
Sawmy Moodelliar by his said attorney and
the Justices of the Court of our Lord the King
here having Examined and Considered the
allegations of the said Narraina Sawmy Moodelliar
and also the Depositions of Witnesses adduced
by him in respect to the premises It doth
appear to them that the said Maliappan did
undertake and promise in Manner and form as the
said Narraina Sawmy Moodelliar hath above
thereof Complained against him and that the
said Narraina Sawmy Moodelliar hath sustained
Damages by Occasion of the non performance
of those promises and undertakings to the
Sum of Four hundred and Sixty seven
Pagodas Ten fanams and fifty Cash over
and besides his Costs and Charges by him
about his Suit in this behalf Expended
The Justices of the said Court of our Lord
the King here do therefore adjudge
award and order that the said Narraina
Sawmy Moodelliar do recover against the said
Maliappen

Judgment signed for the Plaintiff the 19th aug.t 1805

Third Term 1805

Maliappan his damages aforesaid to the said Sum of Four Hundred and Sixty seven Pagodas Ten Fanams and fifty Cash — and that he said Maliappan do pay unto the said Narraina Sawmy Moodelliar for his Costs and Charges aforesaid the further Sum of Ninety eight Pagodas and four Fanams, which said Damages, Costs and Charges amount in the whole to the Sum of Five Hundred and Sixty five Pagodas fourteen Fanams and fifty Cash, and the said Maliappan in Mercy &c

mercy

And thereupon the said Narraina Sawmy Moodelliar by Emanuel Samuel & Daniel Neal his Attornies 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 Houses, Lands, Debts, and other Effects which belong to the said Maliappan the Sum of Five Hundred and Sixty five Pagodas fourteen Fanams and fifty cash and it is granted unto him returnable here on the 18th November next —

Writ of Execution issued the 17th Sept 1805

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 five -

Fort St. George Madras } Soobiah Brameny puts in his place Charles Walters his Attorney against Appoo Cooley Pillay in a Plea of Trespass on the Case -

Fort St. George Madras } The said Appoo Cooley Pillay in his person at the Suit of the said Soobiah Brameny in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the 24th day of October in the Vacation after the fourth Term in the Year one Thousand eight hundred and three Before the Supreme Court of Judicature at Madras came Soobiah Brameny by Charles Walters his Attorney and brought into the said

said Court then there his certain Plaint against
the said Appoo Cooley pillay in a Plea of Trespass
on the Case and there are Pledges for the Prose-
-cution to wit John Doe & Richard Roe
which said Plaint follows in these words-
that is to say, Fort St George Madras Sooliah
Plaintiff assumpsit filed the 24th Oct 1803 - Braminy by Charles Walker his Attorney
complains of appoo Cooley pillay being an Inhabitant
of Madras and as such a person liable to the
Jurisdiction of this Honble Court - For that whereas
the said appoo Cooley pillay heretofore to wit on
the thirtieth day of September in the Year one
thousand eight hundred and three at Madras
aforesaid was indebted to the said Sooliah
Braminy in the Sum of one thousand Star Pagodas
Current Money of Madras for divers Ships Paddy
Boats, Vessels, Goods, Wares and Merchandizes
by the said Sooliah Braminy before that time sold
and delivered to the said appoo Cooley pillay at
his special instance and Request and being
so indebted he the said appoo Cooley pillay in
Consideration thereof afterwards to wit on the same

day

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day and Year aforesaid at Madras aforesaid undertook and to the said Sooliah Braminy faithfully promised to pay him the said Sum of Money when he the said appoo Cooley pillay should be thereto afterwards requested - and Whereas afterwards, to wit, on the same day and year aforesaid at Madras aforesaid in consideration that he said Sooliah Braminy at the like Special instance and request of the said appoo Cooley pillay had before that time sold and delivered to the said appoo Cooley Pillay divers other Ships, Paddy Boats Vessels, Goods, Wares and Merchandizes he the said appoo Cooley pillay undertook and to the said Sooliah Braminy then and there faithfully promised to pay him so much as the said last mentioned Ships, Paddy Boats, Vessels Goods Wares and Merchandizes at the time of the Sale and delivery thereof to the said appoo Cooley pillay as aforesaid were reasonably worth whenever afterwards he the said appoo Cooley pillay

should

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Should be thereto Requested- and the said Soobiah Braminy owes that the said Ships, Paddy Boats Vessels, Goods, Wares and Merchandizes Last Mentioned at the time of the Sale and delivery thereof to the said appoo Cooley Pillay as aforesaid were Reasonably worth Other one Thousand Star Pagodas Current Money aforesaid, to wit, at Madras aforesaid Whereof the said Appoo Cooley Pillay afterwards to wit on the same day and Year aforesaid there had notice- And Whereas the said appoo Cooley pillay afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Soobiah Braminy in Other Sum of one Thousand Star Pagadas Current Money of Madras aforesaid for so much Money by the said Soobiah Braminy before that time Lent and advanced to and laid out Expended and paid for the said Appoo Cooley Pillay at his special instance and Request and being so indebted he the said

appoo

appoo Cooley pillay in consideration thereof afterwards
to wit, on the same day and year aforesaid
at Madras aforesaid undertook and to the said
Soobiah Braminy then and there faithfully
promised to pay him the said last mentioned
Sum of Money when he the said appoo Cooley
Pillay should be thereto afterwards requested
and whereas the said appoo Cooley pillay
afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted unto
the said Soobiah Braminy in other Sum of one
thousand Star Pagodas Current Money of Madras
aforesaid for so much Money by the said appoo
Cooley pillay before that time had and received
to the use of the said Soobiah Braminy and
being so indebted he the said appoo Cooley
pillay in Consideration thereof afterwards
to wit, on the same day and year aforesaid
at Madras aforesaid undertook and to the
said

said Soobiah Braminy then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said appoo Cooley pillay should be thereto afterwards requested - and whereas the said appoo Cooley pillay afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted unto the said Soobiah Braminy in other Sum of one thousand Star Pagodas Current Money of Madras aforesaid for so much Money by the said appoo Cooley pillay before that time had and received to the use of the said Soobiah Braminy and being so indebted, he the said appoo Cooley pillay in Consideration thereof afterwards, to wit, on the same day and Year aforesaid at Madras aforesaid undertook and to the said Soobiah Braminy then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said appoo Cooley pillay should be thereto afterwards requested - and whereas the said appoo Cooley pillay

afterwards

afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted together with the said Soobiah Brahmin of and Concerning diuers other Sums of Money before that time due and Owing from the said appoo Cooley pillay to the said Soobiah Brahmin and then being in arrear and unpaid, and upon which account he the said appoo Cooley pillay was then and there found in arrear and indebted to the said Soobiah Brahmin in another large Sum of Money to wit in other Sum of one Thousand Star Pagodas Current Money of Madras aforesaid and being so found in arrear and indebted he the said appoo Cooley pillay in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Soobiah Brahmin faithfully promised to pay him the said last Mentioned Sum of Money when he the said appoo Cooley pillay should be thereto afterwards Requested - Yet the said appoo Cooley pillay not regarding his said several promises and

and undertakings so by him made as aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Soobiah Braminy in this behalf hath not as yet paid the said Several Sums of Money or any part thereof unto the said Soobiah Braminy (altho often requested so to do) but he to do this hath wholly refused and still refuses so to do, to the damage of the said Soobiah Braminy of one thousand Star Pagodas and therefore he brings Suit.

And now in this Second Term in the Year of our Lord one thousand eight hundred and five that is to say on the ninth day of april untill which day was given as well to the said Soobiah Braminy as to the said appoo Cooly Pillay to inform the Court here of the premises come the said Soobiah Braminy by his Attorney aforesaid and the said appoo Cooley pillay altho Solemnly demanded came not to answer

nor

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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 appoo Cooty pillay did undertake and promise in Manner and form as the said Soobiah Brammy hath above thereof Complained against him - and they do assess the damages of the said Soobiah Brammy on account of the non performance of the several promises and undertakings in the said Declaration Mentioned over and above his Costs and Charges to nine hundred and twenty nine Pagodas and seven fanams and for those Costs and Charges to one hundred & nine Pagodas and six fanams

Therefore it is Considered that the said Soobiah Brammy do recover against the said Appoo Cooty pillay the said Sum of nine hundred and twenty nine Pagodas

Judgment signed for the Plaintiff the 19: day of august 1805

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Pagodas and seven fanams for his damages in form aforesaid assessed and one hundred and nine Pagodas and six fanams for his Costs and Charges by him about his Suit in that behalf expended which said damages Costs and Charges in the whole amounts to one thousand and thirty eight Pagodas and thirteen fanams and that the said Soobiah Braminy have Execution &c

And thereupon the said Soobiah Braminy by Charles Walters 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 Alpoo Cooley Pillay in Satisfaction of his damages and it is granted unto him returnable here on the 19: September next

Commitment issued 19: August against the Defendant

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Pleas before the Honble Sir Henry Gwillim Knight one of the Justices of His Majesty's Supreme Court of Judicature at Madras the Third Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George
Madras } ss

Hoosane Saib puts in his place James Sutherland his attorney against Maddraula Chinnacasana Naicker in a Plea of Trespass on the case -

Fort St. George
Madras } ss

The said Maddraula Chinnacasana Naicker in his person at the Suit of the said Hoosane Saib in the plea aforesaid -

Fort St. George
Madras } ss

Be it Remembered that on the 20th. day of May in the Vacation after the Second Term in the Year of our Lord one thousand eight hundred and five - before the Supreme Court of Judicature at Madras came Hoosane Saib by James Sutherland his attorney and brought into the said Court then there his Certain Plaint against

against the said Maddraula Chinnacasava Naicker
in a Plea of Trespass on the Case and thereare
Pledges for the prosecution to wit/ John Doe
& Richard Roe which said Plaint follows
in these words/ that is to say/ Fort Saint
George (Madras- Boosane Saib by James
Sutherland his attorney Complains of Maddraula
Chinnacasava Naicker being an Inhabitant of Madras
and as such a person liable to the Jurisdiction
of this Honble Court. For that whereas the
said Maddraula Chinnacasava Naicker heretofore
to wit on the Twenty Ninth day of July in the
year of Christ one thousand eight hundred and
one at Madras aforesaid made his Certain
Note in Writing in the Malabar Language bearing
date the same day and year aforesaid whereby
reciting that he the said Maddraula Chinnaca
= sava Naicker had Mortgaged to the said
Boosane Saib his House in the said Note
particularly described together with the Chattey
Bill of Sale obtained in his Name and further
reciting

Plaint in Assumpsit filed 20: May 1805

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reciting that he the said Maddraula Chinnacasava
Naicker had borrowed and received of the said
Hoosane Saib the sum of three hundred star Pagoda
current money of Madras it was declared that
the said sum of money was to be repaid without
interest and the said House was to be enjoyed by
the said Hoosane Saib without rent and that
the time limited for the same was till the
Twenty Ninth July one thousand eight hundred
and two and the said Maddraula Chinnaca=
=sava Naicker did thereby agree and engage
to permit the said Hoosane Saib to occupy
and enjoy during the time aforesaid the whole
of the said House and Ground and
Maddraula Chinnacasava Naicker did
agree and engage to permit the said Hoosane
Saib to occupy and enjoy during the time aforesaid
the whole of the said House and Ground and
the said Maddraula Chinnacasava Naicker did
thereby further agree and engage to pay to the
said

said Hoosane Saib after the Expiration of one Year the said Sum of Three hundred Pagodas the said Hoosane Saibs delivering to the said Maddaula Chinnacasava Naicker the said House together with the aforesaid Chaultry Bill of Sale thereof and thereupon in Consideration that he the said Hoosane Saib had then and there undertaken and to the said Maddaula Chinnacasava Naicker faithfully promised to do perform and fulfil every thing in the said agreement mentioned on the part and behalf of the said Hoosane Saib to be done performed and fulfilled he the said Maddaula Chinnacasava Naicker aforesaid, to wit, on the same day and Year aforesaid at Madras aforesaid undertook and to the said Hoosane Saib then and there faithfully promised to do perform and fulfil every thing in the said agreement Contained on the part and behalf of the said Maddaula Chinnacasava Naicker to be done performed and fulfilled and the said

said Hoosane Saib avers that he the said
Hoosane Saib did after the Twenty Ninth
day of July in the Year one Thousand Eight
Hundred and two in the said agreement
mentioned deliver to the said Maddraula
Chinnacasava Naicker the said House in the
said agreement Mentioned and afterwards
to wit on the same day and year aforesaid
at Madras aforesaid tendered and offered to
deliver to the said Maddraula Chinnacasava
Naicker the Chaultry Bill of Sale thereof
in the said agreement also Mentioned and
the said Hoosane saib hath at all times
been ready and willing to do perform and
fulfil every thing in the said agreement
contained on his part and behalf to be
done performed and fulfilled to wit at Madras
And Whereas the said Maddraula
Chinnacasava Naicker afterwards to wit,
on

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on the Thirtieth day of July in the Year one thousand eight hundred and two at Madras aforesaid was indebted to the said Hoosane Saib in Other one thousand star Pagodas Current Money of Madras for the Use and Occupation of divers Messuages or dwelling Houses with the appurtenances Situate lying at Madras aforesaid by the said Maddraula Chinnacasava Naicker had held used occupied possessed and enjoyed for a long time to wit for the Space of Twelve Months then elapsed at his special instance and Request and being so indebted the said Maddraula Chinnacasava Naicker in Consideration thereof aforesaid to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Hoosane Saib then and there faithfully promised to pay him the said last Mentioned sum of Money when he the said Maddraula Chinnacasava Naicker should be thereto afterwards Requested

And

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And Whereas afterwards to wit on the same day and year last aforesaid at Madras aforesaid in consideration that the said Hoosane Saibah the like Special instance and Request of the said Maddraula Chinnacasava Naicker had before that time permitted and Suffered the said Maddraula Chinnacasava Naicker to have had use, occupy, possess and enjoy divers other Messuages or dwelling Houses with the appurtenances situate and being at Madras aforesaid and that he the said Maddraula Chinnacasava Naicker according to that permission of the said Hoosane said held, used, occupied, possessed and enjoyed the same for a long time to wit for the space of Twelve Months before then elapsed he the said Maddraula Chinnacasava Naicker then and there undertook and to the said Hoosane said faithfully promised to pay him so much Money as he therefore reasonably deserved to have for the same when he the said

said Maddraula Chinnacasana Naicker should
be thereto afterwards required - and the said
Hoosane saib avers that he therefore reasonably
deserved to have of the said Maddraula Chinna=
=casana Naicker for the same other one thousand
Pagodas Current Money aforesaid to wit at Madras
aforesaid whereof the said Maddraula Chinnacasana Naicker
afterwards to wit on the same day and year aforesaid
there had Notice - And Whereas the said Maddrau
=la Chinnacasana Naicker afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid was indebted to the said Hoosane Saib in
other Sum of one thousand Star Pagodas Current Money
of Madras for so much Money by the said Hoosane
Saib before that time laid out Expended and paid
for the said Maddraula Chinnacasana Naicker at
his Special instance and request and being so indebted
the said Maddraula Chinnacasana Naicker in Consi=
=deration thereof afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid
undertook and to the said Hoosane Saib then and there
faithfully promised to pay him the said last
mentioned

mentioned Sum of Money when he the said Maddaula
chinnacasava Naicker should be thereto afterwards
requested. And whereas the said Maddaula
chinnacasava Naicker afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid was indebted to the said Hoosane Saib
in other Sum of one Thousand Star Pagodas Current
Money aforesaid for so much Money by the said
Hoosane Saib before that time lent and advanced
to the said Maddaula Chinnacasava Naicker
at his like Special instance and request and
being so indebted the said Maddaula Chinna-
=casava Naicker in Consideration thereof
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook
and to the said Hoosane Saib faithfully
promised to pay him the said last mentioned
Sum of Money when he the said Maddaula
Chinnacasava Naicker should be thereto
afterwards requested - And whereas
the said Maddaula Chinnacasava Naicker
afterwards to wit on the same day and
Year

Year last aforesaid at Madras aforesaid was indebted to the said Hossane saib in other sum of one Thousand Star Pagodas Current Money aforesaid for so Much Money by the said Hossane saib before that time lent and advanced to the said Maddraula Chinnacasava Naicker at his like Special instance and Request and being so indebted the said Maddraula Chinnacasava Naicker in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Hossane saib faithfully promised to pay him the said last Mentioned sum of Money when he the said Maddraula Chinnacasava Naicker should be there to afterwards Required And Whereas the said Maddraula Chinnacasava Naicker afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Hossane saib in other sum of one Thousand Star Pagodas Current Money aforesaid for so much Money by the said Maddraula Chinnacasava

Naicker

Naicker before that time Laid and Received to the
Use of the said Hoocane Saib and being so
indebted the said Maddraula Chinnacarana Naicker
in Consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid Undertook and to the said Hoocane
Saib then and there faithfully promised to pay
him the said last Mentioned sum of money
when he the said Maddraula Chinnacarana
Naicker should be thereto afterwards
Requested - And whereas the said Maddraula
Chinnacarana Naicker afterwards to wit
on the same day and Year last aforesaid
at Madras aforesaid accounted with the
said Hoocane Saib of and Concerning diver
other sums of money before that time due
and owing from the said Maddraula
Chinnacarana Naicker to the said Hoocane
Saib and then being in arrear and unpaid
to him and upon which said account
the said Maddraula Chinnacarana Naicker
was

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was then and there found in arrear and indebted to the said Hoosane Saib in another large sum of Money to wit the Sum of other one thousand Star Pagodas Current Money aforesaid and being so found in arrear and indebted he the said Maddraula Chinnacasawa Naicker in consider= =ation thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Hoosane saib then and there faithfully promised to pay him the said last mentioned sum of Money when he the said Maddraula Chinna= =casawa Naicker should be thereto afterwards requested - Yet the said Maddraula Chinnacasawa Naicker not regarding his said Several promises and undertaking so by him made in this behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive & defraud the said Hoosane Saib in this behalf hath not as yet paid the several Sums of Money

Money on any or either of them or any part thereof
to the said Hoosane Saib (altho' often requested
so to do) but he to do this hath hitherto
wholly refused and still doth refuse to the
damage of the said Hoosane Saib of one thousand
and five hundred Star Pagodas and therefore
he brings suit &c.

And Now in this third Term in the
year of our Lord one thousand eight hundred and
five that is to say on the thirtieth day of July,
until which day was given as well to the said
Hoosane Saib as to the said Maddraula Chinnacasava
Naick to inform the Court of the premises comes the
said Hoosane Saib by his attorney aforesaid
and the said Maddraula Chinnacasava Naick
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 Maddraula Chinnacasava
Naick

Naick did undertake and promise in Manner and form as the said Hoosane Saib hath above thereof Complained against him and they assess the damages of the said Hoosane Saib on occasion of the Non performance of the several promises and undertakings above Mentioned over and above his Costs and Charges by him about his Suits in his behalf Expended to four hundred and Eighteen Pagodas and thirty five fanams and for those Costs and Charges to one hundred and thirty eights Pagodas and Nineteen fanams Therefore it is Considered that the said Hoosane Saib do Recover against the said Maddrauta Chinnacavana the said Sum of Four hundred and Eighteen Pagodas and thirty five fanams for his said damages and also the said Sum of one hundred and thirty eights Pagodas and Nineteen fanams for his said Costs and Charges in and about his Suits in his behalf Expended which said damages Costs and Charges in the whole amount

Judgment signed for the Plaintiff the 19. day of August 1805.

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amount to Five Hundred and fifty seven Pagodas and nine Fanams and that the said Hassane saib have Execution &c

And Thereupon the said Hassane saib by James Sutherland his Attorney prays a writ of our Lord the King of Fine Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, debts & other Effects which belong to the said Maddraula Chinnacasava the Sum of Five Hundred and fifty seven Pagadas and nine Fanams and it is granted unto him returnable here on the 19th. day of September next -

Writ of Execution issued the 19th August 1805

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 five

Fort St George Madras } To wit Tottically Aroomooga Moodelliar put in his place William Light his attorney against Cunneaparoo Annah Sawmy in a plea of Trespass and Trover -

Fort St George Madras } The said Cunneaparoo Annah Sawmy puts in his place Townes Disney his attorney at the Suit of the said Tottically Aroomooga Moodelliar 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 Tottically Aroomooga Moodelliar by William Light his attorney and brought

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brought into the said Court then there his Certain Plaint against Cannecaparao Amah Sawmy in a Plea of Trespass and Trover and there are Pledges for the Prosecution, to wit, John Doe and Richard Roe, which said Plaint followeth in these words - That is to say - Fort Saint George Madras Louis Tottically Aroomooga Moodelliar by William Light his attorney Complaine of Cannecaparado Amah Sawmy of Madras Inhabitant and as such a Person Subject to the Jurisdiction of this Honble Court For that Whereas the said Tottically Aroomooga Moodeliar on the Five day of August which was in the year one Thousand eight Hundred and four at Fort Saint George aforesaid was possessed of Certain Plate and Jewells to wit one pair of Cankeys or Womens Ornaments of the Value of Ninety Star Pagodas of Current Money of Madras as of his own Property and Chattels and being so possessed thereof he the said Tottically Aroomoo=ga Moodeliar afterwards to wit on the same

day

day and Year aforesaid at Fort Saint Georges aforesaid Casually lost the said Goods and Chattels out of his Hands and possession which said Goods and Chattels afterwards to wit on the same day and Year aforesaid at Fort Saint Georges aforesaid came to the hands and possession of the said Cannecaparoo Amak Sawmy who found the same & the said Cannecaparoo Amak Sawmy knowing the said Goods and Chattels to be the Goods and Chattels of the said Tottically Aroomaaga Maadellian and of right to belong and appertain to the said Tottically Aroomaaga Maadellian but Contriving and fraudulently intending subtilly to deceive and defraud the said Tottically Aroomaaga Maadellian in this respect hath not delivered the said Goods and Chattels or any part thereof to the said Tottically Aroomaaga Maadellian

although often requested so to do but he the said Cunnecaparoo Amah Sawmy afterwards to wit on the Second day of August in the Year aforesaid at Fort Saint George aforesaid Converted and disposed of the said Goods and Chattels to his own use to the said Tottecally Aroomooga Moodelliar damage of Two Hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards, that is to say, on the 14th day of January to wit in the same Vacation of the same Term of the said Year 1805 until which day the said Cunnecaparoo Amah Sawmy had leave to imparl to the said Plaintiff and then to answer the same, came as well the said Tottecally Aroomooga Moodelliar by his attorney, as the said Cunnecaparoo Amah Sawmy by his attorney, and the said Cunnecaparoo Amah Sawmy 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 Tottecally Aroomooga Moodelliar hath above thereof complained against him, and of this he puts himself

Imparlance

Third Term 1805

himself upon the Court &c And the said Tottically
Armooga Modellian doth the like -

And now in this Third Term in the year
one Thousand eight Hundred and five, that is to say
on the Third day of August in the year aforesaid
to which day was given as well to the said
Tattically Aroomoogah Modellian as to the said Cauna-
=caparoo Amah Sawny to inform the Court of
the premises, at which day came as well the
said Caunecaparoo Amah Sawny by his said
Attorney as the said Tottically Aroomogah
Modellian - And the said Court having heard
the respective Allegations of the Parties
proceeded to Consider thereof but before any
Verdict was given by the said Court in
the premises the said Tattically Aroomogah
Modellian being Solemnly Called came not
And it appearing to the Court here that
the said Tottically Aroomogah Modellian
hath neglected to bring the issue a here joined
on

on to be tried according to the Course and practice
of the said Court - Therefore it is Consider-
ed by the said Court here that the said Totti-
cally Aroomoogah Modelliar take Nothing by
his said Plaint, but that he and his
Pledges to prosecute be in mercy &c and
that the said Tottically Aroomoogah Modelliar
do go thereof without day &ca And it is
further Considered by the said Court here
that the said Cunnecaparao Annah Sawmy
do recover against the said Tottically
Aroomoogah Modelliar the Sum of Seventy
Nine Pagodas, for his Costs and Charges
by him laid out about his defence in
this behalf by the said Court now here
adjudged to the said Cunnecaparao Annah
Sawmy and with his Request and that the said
Cunnecaparao Annah Sawmy, have Execution
thereof &ca

And thereupon the said
Cunnecaparao

Third Term 1805

Capucca Paroo Annah Saumy by James Disney 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 Tattically Arsoomoogah Maadelliar 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 26th day of September next -

Writ of Execution issued the 26th Augst 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the year of our Lord one thousand eight hundred and five -

Madras to wit John Smith puts in his place Daniel Neale his attorney against John Edward Branson in a Plea of debt -

Madras to wit The said John Edward Branson puts in his place Charles Walters his attorney at the Suit of the said John Smith in the Plea aforesaid -

Madras to wit - Be it remembered that on the 27th day of April as of the Second Term in the year of our Lord one thousand eight hundred and five before the Supreme Court of Judicature at Madras came John Smith by Daniel Neale his attorney and brought into the said Court then here his certain Plaint against John Edward Branson in a Plea of Debt and there are Pledges for

Third Term 1805

Plaintiff in debt filed 27. april 1805

for the prosecution to wit John Doe and Richard Roe, which said Plaint follows in these words. That is to say - Madras to wit John Smith of Madras Inhabitant by Daniel Neale his Attorney Complains of John Edward Mawson being a British Subject - and as such a Person subject to the Jurisdiction of this Honble Court of a Plea that he render to the said John Smith Fourteen Thousand eight hundred and Ninety four Star Pagodas of the Current Money of Madras - which he owes to and unjustly detains from the said John Smith - For that whereas the said John Edward Mawson heretofore to wit on the Fifteenth day of January in the Year of our Lord one thousand eight hundred and two - 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 John Smith (by the Name and addition of John Smith Esq^r Surgeon) in the said Fourteen Thousand eight hundred and Ninety four Star Pagodas to be paid to the said John Smith when he the said John Edward should be thereto afterwards Requested - Yet the said John Edward (altho often requested) hath not paid the said Fourteen Thousand eight hundred and Ninety four Star Pagodas aforedemanded or any part thereof to the said John Smith but hath to pay the same or any part thereof to the said John Smith the said John Edward hath hitherto wholly refused and still doth refuse - To the damage of the said John Smith of one Thousand Star Pagodas and therefore he brings his Suit &c

and afterwards that is to say on the fifteenth day of May in the Year of our Lord one Thousand eight hundred and five to wit in the same Vacation of the same Term as aforesaid until which day the said John Edward had leave to imparl to the said Plaint and then to answer the

Impudence

Third Term 1805

Plea filed 15th. May 1805

Reply filed 3d. July 1805 &
Issue Joined

the same came as well the said John Smith by his attorney as the said John Edward by his attorney and the said John Edward defends the wrong and Injury When &c and says that he the said writing obligatory in the said Declaration mentioned is not his Deed and of this he puts himself upon the Court &c And the said John Smith doth the like.

And Now at this day on the eighteenth day of July in this term (before which day and after the day of Pleading the aforesaid Plea by the said John Edward Manson the said Charles Watters his attorney above named departed this life comes as well the said John Smith by his said attorney as the said John Edward Manson in his own person whereupon a day is given to the said John Smith and John Edward Manson respectively to come before the Court here To the end that the said Court may hear their respective allegations and duly Examine the truth thereof at which day being the Nineteenth day of July

in this Term come the said John Smith by his said attorney and the said John Edward in his own person whereupon the Justices of the said Court having Examined and Considered the Several allegations of the said Parties and the depositions of the Witnesses adduced by them Respectively do adjudge that the said writeing obligatory in the said Plaint of the said John Smith mentioned is the deed of the said John Edward and that the said John Edward doth owe to and detain from the said John Smith the said Fourteen Thousand eight hundred and Ninety four Star Pagodas in Manner and form as the said John Smith hath above thereof complained

Judgment signed for the Plaintiff the 28th day of augest 1805-

Justices do also adjudge that the said John Smith Recover against the said John Edward and the said Justices do also adjudge that the said John Smith Recover against the said John Edward his said debt and do award and order that the said John Edward do pay unto the

Third Term 1805

the said John Smith the Sum of one Hundred and Six Pagodas and twenty five Fanams for the Costs and Charges of the said John Smith by him about his Suit in this behalf Expended

Mercy And the said John Edward in Mercy &c

And thereupon the said John Smith by Daniel Neale his attorney prays a writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras to cause him to levy & make of the Houses, Lands, debts & other Effects which belong to the said John Edward Mannion the Sum of ~~Fifteen Hundred~~ 2008-16-50- ~~Pagodas and twenty~~ ~~five Fanams~~ and it is granted unto him returnable here on the 21st Day of October next -

Writ of Execution issued the 20th Sept. 1805

Third Term 1805

485

Pleas before the Honble Sir Henry
Gwillim Knight & of His Majestys
Justices of the Supreme Court of Judica=
=ture at Madras of the Third Term
in the Year of our Lord one Thousand
eight hundred and five -

Madras to wit Yellapan an Infant Son & Representative of
Manemungalum Moottapillay deceased by Ananda
Pillay his next friend, puts in his place
Daniel Neale his attorney, against Pinnapaukom
Moodukistna Maudelly in a Plea of Trespass on
the Case -

Madras to wit The said Pinnapaukom Moodukistna Maudelly
in person at the Suit of the said Yellapen
an Infant Son & Representative of Manemungalum
Moottapillay deceased, by Ananda Pillay his
next friend - in the Plea aforesaid -

Madras to wit Be it remembered that on the thirteenth day
of June as of the Second Term in the Year of Christ
one Thousand eight hundred and five before
the

Third Term 1805

The Supreme Court of Judicature at Madras came Yellapan an Infant Son & Representative of Maneman galum Moottappilly deceased by Ammunda Pillay his next friend, & by Daniel Reade his attorney and brought into the said Court then here his certain Plaint against Pimapaukom Madunkistna maodaly 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, Madras to wit, Yellapan of Madras Hindoo Inhabitant and the Son and Representative and Successor (according to the Laws and Customs of the Hindoos) to the Estate goods Chattels and Credits which were at the time of his death of Maneman galum Moottappilly deceased who was in his life time a Hindoo Inhabitant of Madras by Ammunda Pillay his Maternal Uncle

Plaint in assumpsit filed 13th June 1805

Uncle and Next friend complains of Pumapaulom Moodukistna Moodelly 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 Nas Whereas the said Moodukistna heretofore to wit on the twentieth day of December in the year of Christ one thousand seven hundred and ninety eight 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 tenth maungaly of the Malabar Year Caulayaoshy answering to the day and Year of Christ aforesaid and then and there delivered the same Instrument in writing to the said Manaman=galum Mootlappilly in his lifetime by which said

said Instrument in writing the said Moodukistna acknowledged that on the day of the making thereof he had in Consequence of his urgent occasion borrowed and received of the said Manemangalum Moottapilly the Sum of One Hundred and Ten Star Pagodas Current Money of Madras and did thereby engage to repay to the said Manemanga= =lum Moottappilly the same sum 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 Moodukistna became liable to pay to the said Manemangalum Mootap= =pilly the said Sum of Money in the said Instrument in writing Specified when he the said Moodukistna should be thereto afterwards requested - and being so liable the said Moodukistna in Consider= =ation thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Manemangalum Moottappilly in his life time to pay him the said Sum of Money

in the said Instrument in writing Specified
when he the said Moodukistna should be thereto
afterwards Requested and whereas the said
Moodukistna afterwards to wit on the same
Day and Year aforesaid at Madras aforesaid
was indebted to the said Manemangalum
moollappilly in his life time in the Sum of
Five hundred Star Pagodas of the Current
Money of Madras for money by the said
Manemangalum Moollappilly before that time
lent and advanced to the said Moodukistna
and at his Special instance and Request - And
being so indebted the said Moodukistna 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 Manemangalum
Moollappilly in his life time to pay him
the said last mentioned Sum of Money
when he the said Moodukistna should be
thereto

thereto afterwards Requested - And whereas
the said Moodukistna afterwards to wit on the same
day and Year aforesaid at Madras aforesaid was
indebted to the said Manemangalum Moottappilly
in his life time in the further Sum of Five hundred
Star Pagodas of the like Current money of Madras
for money by the said Manemangalum Moottap
=pilly before that time laid out expended and
paid for the said Moodukistna and at his like
Special instance and Request - And being so
indebted he the said Moodukistna in considera=
=tion thereof afterwards to wit on the same
day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Manemangalum Moottappilly in
his life time to pay him the said last
mentioned sum of money when he the
said Moodukistna should be thereto afterwards
requested - and whereas the said Moodukistna
afterwards to wit on the same day and year

aforesaid at Madras aforesaid accounted with the said Manemongalum Moottappilly in his life time of and Concerning divers other Sums of Money before that time due and owing from the said Moodukistna to the said Manemangalum Moottappilly and then being in arrear and unpaid and upon that accounting the said Moodukistna was then and there found to be in arrear and indebted to the said Manemangalum Moottappilly 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 Moodukistna in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Manemanga = lum Moottappilly in his life time to pay him the said last Mentioned Sum of Money when he the said Moodukistna should be thereto afterwards requested - Yet the said Moodukistna not regarding his said

Several

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 Manemangalum
Moottapilly in his life time and the said
Yellapan as such son Representative and
Successor as aforesaid since the death of the
said Manemangalum Moottapilly in this
behalf did not at any time pay to the said
Manemongalum Moottapilly in his life time
and hath not at any time since the death of
the said Manemangalum Moottapilly paid
to the said Yellapan as such son Represen=
tative and Successor as aforesaid the said
Several Sums of Money or any or either of
them or any part thereof (although so to do
the said Mooduliatna was requested by the
said Manemangalum Moottapilly in his life

and by the said Yellapen as such son Represen
= tative and Succeſsor as aforesaid since the death
of the said Mannemangalum Moottaſsilly to wit
on the first day of March in the year of Christ
one thousand eight hundred and five and often
times afterwards at Madras aforesaid) But
to pay the same or any part thereof to the
said Manemangalum Moottaſsilly in his life
time or to the said Yellapen as such son
Representative and Succeſsor as aforesaid
since his death the said Moodukistna hath
hitherto wholly refused and still doth refuse
to pay the same to the said Yellapen To the
damage of the said Yellapan as such son
Representative and Succeſsor as aforesaid
of Five hundred star Pagodas and therefore
he brings his Suit &c

And Now at this day (that is
to say) on the Twenty third day of July in
this

Third Term 1805

this Third Term in the Year of Christ one
thousand eight hundred and five until which
day the said Maodukistna had leave to imparl
to the said Plaint of the said Yellapen and
then to answer the same &c as well the said
Yellapen by his next friend aforesaid and
by his said attorney as the said Moodukistna
in his own person do come before the Court
here and the said Maodukistna defends
the wrong and injury when &c and say
nothing in bar or preclusion of the said action
of the said Yellapen whereby the said Yellapen
remains thereon undefended against the said
Moodukistna and thereupon a day is given
to the said Yellapen to come before the
Court by his next Friend and verify
his said Plaint in such Manner as the
Court shall direct at which day being
the Thirty first day of July in this

– Expartie

comes the said Yellapen by his next Friend aforesaid whereupon the Justices of the Court here having Examined and Considered the Severals allegations of the said Yellapan by his next Friend aforesaid and the deposition of Witnesses adduced by him in Support thereof do find and pronounce that the said Moodukistna did undertake and promise in Manner and form as the said Yellapan by his next friend aforesaid hath complained against him – and that the said Yellapen hath sustained damage by occasion of the Nonperformance of those promises and Undertakings to the Sum of one hundred and Ninety eight Pagodas and three fanams besides his Costs and Charges by him about his Suit in this behalf Expended – and the said Justices do therefore adjudge award and order that the said Yellapan do recover against the said Moodukistna his

Judgment signed for the Plaintiff the 30th day of August 1805 –

his damages aforesaid to the said Sum of one hundred and Ninety eight Pagodas and three fanams and also one hundred and Ninty five Pagodas and twenty Nine fanams for his said Costs and Charges which said Damages costs and Charges amount in the whole to the Sum of Three Hundred and Ninty three Pagodas and thirty two fanams and the said Masdukistna in mercy &c

mercy

And thereupon the said Yellapen by his Attorney prays a writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras to Cause him to levy and Make of the Houses, Lands, debts & other Effects which belong to the said Moodoo Kistna the Sum of three hundred and thirty three Pagodas and thirty two fanams and it is granted unto him Returnable here on the 30th day of September next

Writ of Execution issued the 30th Augt 1805

Supreme Court

Record of Judgments

Third Term 1809 1805

Roll 22

Plea before the Honble Sir Henry Gwillim Knights one of His Majestys Justices of the Supreme Courts of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five -

Madras to wit Venkatasha Moodelliar puts in his place Daniel Neale his attorney against Tenvarecan-=doo Venkata Kishnama Naicker and Raumasawmy Naicker in a Plea of Trespass on the case.

Madras to wit Tenvarecandoo Venkata Kistnama Naicker and Raumasawmy Naicker in their person at the Suit of the said Venkatasha Moodelliar in the Plea aforesaid -

Madras to wit - Be it remembered that in the Vacation after the Second Term in the year of our Lord one thousand eight hundred and five Before the Supreme Court of Judicature at Madras came Venkatasha Moodelliar by Daniel Neale his attorney and

brought into the said Court then there his
Certain Plaint against Tenuvarecandoo
Venkata Kistnama Naicker and Raumasawmy
Naicker 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, Madras to wit Venkatasha Moodelliar
of Madras Hindoo Inhabitant by Daniel
Neale his Attorney Complains of Tenuvarecandoo
Venkata Kistnama Naicker and Raumasawmy
Naicker Hindoo Inhabitants of Madras and as
such Persons respectively Subjects to the Juris-
=diction of this Honorable Court For that
Whereas the said Venkata Kistnama and Rauma-
=sawmy heretofore to wit on the third day of
April in the Year of Christ one thousand eight
hundred and three at Madras Made their
certain Instrument in Writing in the Malabar
Language purporting to be and Commonly called

Plaint in assumpsit filed 20th May 1805 -

a Malabar Bond their own proper Lands being
thereunto Subscribed and bearing date the twenty
third Pangoony of Doondulay Year answering to
the day and Year of Christ aforesaid and then
and there delivered the same Instrument in
writing to the said Venkatasha by which
said Instrument in writing the said Venkata-
=Kistnama and Raumasawmy acknowledged that
on the day of the Making thereof they had in
consequence of their urgent occasion borrowed and
received of the said Venkatasha the Sum of one
thousand Six hundred and five Star Pagodas
current Money of Madras and did thereby jointly and
Severally engage to repay to the said Venkatasha
the same Sum in the Space of three Months
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 Venkatakistnama and Rauma=
sawmy became liable to pay to the said
Venkatasha

Venkatasha 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 they the said Venkatakistnama and Ramasawmy 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 Venkatasha 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 Venkatakistnama and Ramasawmy afterwards to wit on the tenth day of March in the Year of Christ one thousand eight hundred and five at Madras aforesaid was indebted to the said Venkatasha in the sum of Three thousand Star Pagodas of the lawful Current Money of Madras for money by the said

Vencatasha before that time lent and advanced
to the said Vencata Kistnama and Raumaxawmy
and at their Special instance and request - and
being so indebted they the said Vencata Kistnama
and Raumaxawmy 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 Vencatasha to pay him the said last
Mentioned sum of Money when they the said
Vencata Kistnama and Raumaxawmy should
be thereto afterwards requested - And
Whereas also the said Vencata Kistnama and
Raumaxawmy afterwards to wit on the
same day and year last aforesaid at
Madras aforesaid were indebted to the
said Vencatasha in the further sum of
three thousand star Pagodas of like
lawfull Current Money of Madras for

Money

Money by the said Venkata Kishnama and Raumasawmy before that time had and received to the use of the said Venkatasha. And being so indebted they the said Venkata Kishnama and Raumasawmy 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 Venkatasha to pay him the said last mentioned Sum of Money when they the said Venkata Kishnama and Raumasawmy should be thereto afterwards requested. And whereas the said Venkata Kishnama and Raumasawmy afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Venkatasha of and Concerning divers other sums of money before that time due and owing from the said Venkata Kishnama and Raumasawmy to the said Venkatasha and then being in arrear and unpaid and upon that account

Venkatakistnama and Raumasawmy were then
and there found to be in arrear and indebted
to the said Venkatasha in the further sum of
three thousand Star Pagodas of like lawful
Current Money of Madras and being so
found in arrear and indebted the said Venka-
=takistnama and Raumasawmy 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 Venkatasha to pay him the said
last Mentioned sum of Money when they the
said Venkatakistnama and Raumasawmy
should be thereto afterwards requested —
Yet the said Venkatakistnama and Rauma
=sawmy not regarding their said several
Promises and Undertakings so by them in
Manner and form aforesaid made but
Contriving and fraudulently intending craftily
and

and Subtilly to deceive and defraud the said Vencatasha in this behalf 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 to the said Vencatasha (although so to do the said Vencatakistnama and Raumasawmy were requested by the said Vencatasha 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 Vencatasha the said Vencatakistnama and Raumasawmy have and each of them hath hitherto wholly refused and still do and each of them doth refuse to the Damage of the said Vencatasha of Three Thousand Star Pagodas and therefore he brings his Suit &c.

And Now at this day (that is to say) on the twenty Sixth day of July in this Third Term in the Year of Christ one Thousand eight Hundred

and five until which day the said Vencatakistnama and Raumasawmy had leave to impanel to the said Plaint of the said Vencatasha and then to answer the same &c as well the said Vencata= =sha by his said attorney as the said Vencata= =kistnama and Raumasawmy in their own persons Exparte do come before the Court here and the said Vencatakistnama and Raumasawmy defend the wrong and injury when &c and say nothing in bar or preclusion of the said action of the said Vencatasha whereby the said Vencata= =sha remains therein undefended against the said Vencatakistnama and Raumasawmy and thereupon a day is given to the said Vencatasha to come before the Court and verify his said Plaint in such manner as the Court shall direct at which day being the first day of augusts in this Term comes the said Vencatasha by his said attorney - Whereupon the Justices of the Court

Court here having Examined and Considered the Several allegations of the said Vencatasha and the Deposition of Witnesses adduced by him in Support thereof do find and pronounce that the said Vencata Kistnama and Ramaswamy did undertake and promise in Manner and form as the said Vencatasha hath above thereof Complained against him and that the said Vencatasha hath sustained damage by Occasion of the Nonperformance of those promises and undertakings to the Sum of Two Thousand and Sixty Six Pagodas and eight Fanams besides his Costs and Charges by him about his Suit in this behalf Expended - and the said Justices do therefore adjudge, award and order that the said Vencatasha do recover against the said Vencata Kistnama and Ramaswamy his damages aforesaid to the said sum of Two Thousand and Sixty Six Pagodas and eight Fanams, and also one Hundred and Sixteen Pagodas and twenty three Fanams for his

Judgment signed for the Plaintiff the 30th day of August 1805 -

said Costs and Charges which said Damages Costs and Charges amount in the whole to the Sum of Two Thousand one Hundred and eighty two Pagodas and thirty one Fanams and the said Vencatakistnama and Raumasawmy in mercy &c—

And thereupon the said Vencatakistnama Moodelliar by Daniel Seal his attorney prays a writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, debts and other Effects which belong to the said Vencatakistnama Naick and Raumasawmy Naick the Sum of Two thousand one Hundred and eighty two Pagodas and thirty one Fanams - and it is granted unto him returnable here on the Seventh of November next -

Writ of Execution Issued on the 7th of October 1805 —

Third Term 1805

Rolls before the Hoñble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one Thousand eight hundred and five -

Fort St. George
Madras — } Namasevayam Pillay puts in his place William Light his Attorney against John Edward Branson in a Plea of Debt -

Fort St. George
Madras — } The said John Edward Branson in his own proper Person at the Suit of the said Namasevayam Pillay in the Plea aforesaid -

Fort St. George
Madras — } Be it remembered that in the Vacation after the Second Term in the Year one thousand eight hundred and five Before the Supreme Court of Judicature at Madras came Namasevayam Pillay and brought into the said Court then there his certain Plaint against John Edward Branson 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, that is to say - Dont=

Plaint in debt = Saint George Madras Naina sewagam Pilla by filed 6th June 1805 William Light his attorney complain of John Edward Branson Merchant an Inhabitant of Madras and Subject to the Jurisdiction of this Honorable Court of a Plea that he the said John Edward Branson do render unto him the said Naina sewagam Pilla the sum of one thousand seven hundred and sixteen Star Pagodas and Twelve Fanams Current Money of Madras which he owes to and unjustly detains from him For that whereas the said John Edward Branson heretofore to wit on the Nineteenth day of Febru= ary in the year of our Lord one thousand eight hundred and five at Madras aforesaid by his certain writing obligatory sealed with the seal of the said John Edward Branson and to the Court now shewn / by the name and discription of Manson, Jones and Reddy)

acknowledged himself to be held and firmly bound
unto the said Namasevayam Pilla by his name
and discription of Namasevayam Pilla in the
said sum of one thousand seven hundred and sixteen
star Pagodas and twelve fanams to be paid
to the said Namasevayam Pilla when he the
said John Edward Branson should thereto after-
= wards requested Yet the said John Edward
Branson altho' often requested hath not yet
paid the said sum of one thousand seven hundred
and sixteen Star Pagodas and twelve fanams
or any Part thereof to the said Namasevayam
Pillah but to pay the same or any part thereof
to the said Namasevayam Pilla he the said
John Edward Branson hath hitherto wholly
refused and still doth refuse to the said
Namasevayam Pilla his Damage of two
hundred Star Pagodas and therefore he
brings his suit and so forth -

And

Ex parte

And Now in this Third Term in the year one thousand eight hundred and five that is to say on the Third day of august to which day was given as well to the said Namasevayam Pillay as to the said John Edward Branson to inform the said Court of the premises comes the said Namasevayam Pillay by his attorney aforesaid and the said John Edward Branson 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 said Plaintiff say that the Writing obligatory in the said Declaration Mentioned is the Deed of the said John Edward Branson in manner and form as the said Namasevayam Pillay hath above thereof complained

against

Judgment signed for the Plaintiff the 2d day of Sept.r 1805-

against Him and do adjudge that the said Namaseevayam Pillay Recover against the said John Edward Branson the Sum of Seven Hundred and Three Pagodas Twenty eight Fanams and Forty eight Cash for his Debt and also one Hundred and Seven Pagodas Twenty seven 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 amount in the whole to Eight Hundred and Eleven Pagodas Ten Fanams and Forty eight Cash, and that the said Namaseevayam Pillay have his Execution thereof &c

And thereupon the said Namaseevayam Pillay by William Light his Attorney prays a writ of our Lord the King, of Fieri Facias, to be directed to the Sheriff of Madras to cause him to Levy and make of the Houses, Lands, Debts & other Effects which belong to the said John Edward Branson the Sum of eight Hundred and eleven

eleven Pagodas, eleven Fanams and forty eight Cash

Writ of Execution issued the 4th day of Sept. 1805

and it is granted unto him returnable here on the fourth day of october next -

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one Thousand eight hundred and five -

Fort St. George Madras } Gollah Nauraximmah Chitty puts in his place William Light his attorney against Gondawady Judiapah Chitty in a Plea of Trespass on the case -

Fort St. George Madras } The said Gondawady Judiapah Chitty puts in his place Townes Disney his attorney at the Suit of the said Gollah Nauraximmah Chitty in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Vacation after the Second Term in the Year one Thousand eight hundred and five before the Supreme Court

of Judicature at Madras came Gollah Naudrasimmah
Chitty by William Light his attorney and brought
into the said Court then here his certain Plaint
against Gondawady audiapa 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:- that is to say. Fort Saint:
George Madras
Plaintiff appears 12. June 1805 filed

William Light of Madras Gollah Naudrasimmah Chitty
of Gondawady audiapah Chitty an Inhabitant
of Madras and as such a person liable
to the Jurisdiction of this Honble Court
For that whereas the said Gondawady
audiapa Chitty heretofore to wit on the
eighth day of May one thousand eight
hundred and Five at Madras aforesaid
was indebted to the said Gollah Naura-
simmah Chitty in the Sum of one thousand
Star

1057.

Star Pagodas Current Money of Madras for Diverg Goods
wares and Merchandize before that time sold and
delivered by the said Gollah Naurasimmah Chitty
to the said Gondavady audiapa Chitty at his Special
instance and Request and being so indebted he the
said Gondavady audiapa Chitty on the same day
and Year aforesaid at Madras aforesaid undertook
and then and there faithfully promised to pay unto
the said Gollah Naurasimmah Chitty the said
Sum of one thousand Star Pagodas when he
the said Gondavady audiapah Chitty should
be thereto afterwards Requested and whereas
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid in Consideration
that the said Gollah Naurasimmah Chitty
had before that time sold and delivered
Diverg other Goods and Merchandiges to
the said Gondavady audiapa Chitty at his
like Special instance and Request he

the

the said Gondavady audiapa Chitty undertook and then and there faithfully promised the said Gollah Nauvasimmah Chitty to pay him so much money as he therefore reasonably deserved to have of the said Gondavady audiapa Chitty when he the said Gondavady audiapa Chitty should be there to afterwards Requested and the said Gollah Nauva-simmah Chitty avers that he therefore reasonably deserved to have of the said Gondavady audiapa Chitty the further sum of one thousand Star Pagodas to wit at Madras aforesaid whereof the said Gondavady audiapa Chitty afterwards to wit on the same day and year last aforesaid there had notice and whereas the said Gondavady audiapa Chitty afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Gollah Nauvasimmah Chitty in other one thousand Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Gollah Nauvasimmah

Nauraimmah Chitty before that time lent and advanced to the said Gondanady audiapa Chitty at his Special Instance and Request and being so indebted he the said Gondanady audiapa Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid under= took and then and there faithfully promised the said Gollah Nauraimmah Chitty to pay him the said last Mentioned Sum of Money when he the said Gondanady audiapah Chitty should be thereto afterwards Requested, and whereas also the said Gondanady audiapa Chitty afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Gollah Naura= =simmah Chitty in other one thousand star Pagodas of like current Money of Madras aforesaid for so much Money by the said Gondanady audiapa Chitty before that time

Lad and received to and for the use of the said
Gollah Nauraimmah Chitty and being so
indebted he the said Gondavady audiapa Chitty
in Consideration thereof afterwards to wit
on the same day and year aforesaid at
Madras aforesaid undertook and to the said
Gollah Nauraimmah Chitty then and
there faithfully promised to pay the said
last mentioned Sum of money when he the
said Gondavady audiapa Chitty should be thereto
afterwards requested - and whereas also the
said Gondavady audiapah Chitty afterwards
to wit on the same day and year aforesaid
at Madras aforesaid accounted with the
said Gollah Nauraimmah Chitty of and
concerning divers other Sums of Money before
that time due and owing from the said Gonda-
= vady audiapah Chitty to the said Gollah
Nauraimmah Chitty and then being in
arrear and unpaid upon which said

account

Third Term 1805

account he the said Gondavady audiapan Chitty
then and there found in arrear and indebted
in another large Sum of Money to the said Gollah
Naurasimmah Chitty to wit the Sum of other
one thousand Star Pagodas of like current
Money of Madras aforesaid and being so indebted
he the said Gondavady audiapa Chitty afterwards
to wit on the same day and Year aforesaid
at Madras aforesaid undertook and then and
there faithfully promised the said Gollah Naura
simmah Chitty to pay him the said last mentioned
sum of Money when he the said Gondavady audiapa
Chitty should be thereto afterwards requested
Yet the said Gondavady audiapa Chitty not
regarding the said Several promises and under=
=takings so made by him in this behalf as
aforesaid but Contriving and fraudulently
intending craftily and Subtilly to defraud and
deceive the said Gollah Nauraisimmah
Chitty in this behalf hath not yet paid
the said Several Sums of Money or any

Part

Supreme Court

Record of Judgments

Third Term 1805

Roll 23

Part thereof to the said Gollah Nauraseimmah Chitty
altho so to do he the said Gandavady audiapa Chitty
hath been often requested, yet to do this he hath
hitherto wholly refused and still doth refuse
to the damage of the said Gollah Nauraseimmah
Chitty of one thousand Star Pagodas - and
therefore he brings his Suit and so forth -

imparlance

And afterwards that is to say on
the Twenty fifth day of June to wit in the same
Vacation of the same Second Term in the said year
until which day the said Gandavady audiapa
had leave to imparl to the said Plaint and then
to answer the same came as well the said
Gollah Nauraseimmah Chitty by his Attorney
as the said Gandavady audiapah Chitty by
his attorney - and the said Gandavady audiapa

Plea the Gen.l Issue filed 25. June 1805.

Chitty defends the wrong and injury when &c
and says that he did not undertake or
promise in Manner and form as the said
Gollah Nauraseimmah Chitty hath
above thereof Complained against him and
of

of Hers Le puty Himself upon the Court
&c. And the said Gollah Nara=
=simmah Chitty doth the like.

And Now in the Third Term in the
Year one Thousand eight hundred and five
that is to say on the Twenty fourth day of
July to which day was given as well to
the said Gollah Narasimmah Chitty as
to the said Gandanady Audiapah Chitty
to inform the Court of the premises at
which day come the aforesaid by their
said Attornies and the said Justices having
heard the respective allegations of the
parties and Examined the truth thereof
and duly and deliberately Considered
the Evidence say that the said Gandanady
Audeapah Chitty did promise and
undertake in Manner and form as the
said Gollah Narasimmah Chitty hath above
thereof

No 57.

thereof Complained against him and they also
the damages of the said Gollah Narasimmah
Chitty on Occasion of the premises besides
his Costs and Charges by him about his
Suits in this behalf Expended to Four Hundred
and Seventy three Pagodas and thirty three
Fanams Therefore it is Considered that
the said Gollah Narasimmah Chitty do
Recover against the said Gandavady Audeapah
Chitty his Damages aforesaid in form
aforesaid assessed and also one Hundred and
thirty four Pagodas and Ten Fanams for
his said Costs and Charges by the said
Court now here adjudged to the said Gollah
Narasimmah Chitty with his assent which
said Damages Costs and Charges in the
whole amount to Six Hundred and Seven
Pagodas and Forty three Fanams - and
the said Gandavady Audeapah Chitty in
Mercy &c

Judgment signed for the Plaintiff the 2d day of Sept. 1805 -

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Third Term 1805

mercy

Mercy &c

And thereupon the said Gallah Nairasimmah Chitty by William Leighs his attorney prays a Writ of our Lord the King of Cause and to be directed to the Sheriff of Madras Commanding him that he Cause to be taken the body of the said Gondavady Sadiapah Chitty in Satisfaction of his damages

Writ of Ca. a. S. issued the 2d Sept.r 1805 -

and it is granted unto him, Returnable here on the 9th day of September instant.

1057

Pleas before the Honble Sir Henry Gwillim, Knight, one of his Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George, Madras — Iyah Sawmy Moodelliar next of Kin and personal Representative of Monemungalum Valayoodu Moodelliar deceased puts in his place William Leigh his attorney against Armooga Moodelliar and Ponnambalam Moodelliar Brothers and next of Kin and personal Representatives of Connatore Chengleroy Moodelliar deceased in a Plea of Trespass on the Case -

Fort St. George, Madras — The said Armooga Moodelliar and Ponnambalam Moodelliar Brothers and next of Kin and personal Representatives of Connatore Chengleroy Moodelliar deceased in their Person at the Suit of the said Iyah Sawmy Moodelliar next of Kin and personal Representatives of Monemungalum Valayoodu Moodelliar deceased in the Plea aforesaid -

Third Term 1805

Fort St. George
Madras

Be it remembered that in the Vacation after the Second Term in the year one thousand eight hundred and five - before the Supreme Court of Judicature at Madras came Iyah Sawmy Moodeliar Son & Son of Him and personal Representative of one Monemungalum Valayooda Moodeliar deceased by William Light his attorney and brought into the said Court then here his Certain Plaint against Immooga Moodeliar and Ponnambalam Moodeliar brothers and Next of Kin and personal Representatives of Connatore Chengleray Moodeliar, in a Plea of Trespass on the case - and there are Pledges for the Prosecution, to wit John Doe & Richard Roe, which said Plaint, (assumpsit) Plaint filed in these words, that is to say, Fort St. George the 25th May 1805 Madras Iyah Sawmy Moodeliar Son & Son of Him and personal Representative of one Monemungalum Valayooda Moodeliar deceased according to the Laws and Customs of the Hindoo Natives of India by William Light his Attorney comes and complains of Immooga Moodeliar and

No 58

and Pomambalam Modelliar being the brothers and
Next of Kin and personal Representatives of one
Connatore Chengleray Modelliar according to the
said Laws and Customs of the Hindoo Natives
of India and Inhabitants of Madras and
therefore Subject to the Jurisdiction of this
Honble Court For that whereas the
said Connatore Chengleray Modelliar in his
life time was indebted unto the said Monemungalum
Valayooda Modelliar in the Sum and just Sum of
one Hundred and Fifty Pagodas Current Money
of Madras and being so indebted on the Fifth
day of September in the year of Christ one thousand
eight Hundred and two and in the life time of
the said Monemungalum Valayooda Modelliar
he the said Connatore Chengleray Modelliar
did Execute unto the said Monemungalum
Valayooda Modelliar a Certain Cadjan writing
in the Malabar Language commonly called
a Mortgage Bond the date whereof is the
day

day and year aforesaid whereby he the said Connatore Chengleray Modelliar did acknowledge to have borrowed and received from the said Monemungalum Valayooda Modelliar the said Sum of one Hundred and Fifty Pagodas of the said Current Money of Madras and did engage to repay the same to the said Monemungalum Valayooda Modeliar with Interest thereon at the rate of Twelve per Cent per annum on or before the Thirtieth day of January next ensuing the date of the said Cadjan writing Nevertheless the said Connatore Chengleray Modellier in his life time nor the said Armaaga Modellier and the said Ponnambalam Modellier next of kin and personal Representatives as aforesaid since the death of the said Connatore Chengleray Modellier have not nor hath either or any of them although often requested paid the said Sum of one Hundred and Fifty Pagodas with interest thereon as aforesaid nor any part thereof at or before the Thirtieth day of January or at any day afterwards but therein have wholly failed and made default to the said

Moneymungalam Valayooda Moodelliar in his life
time, nor to the said Lyah Sawmy Moodelliar next
of Kin and personal Representative as aforesaid
since the death of the said Monumungalam Valay-
ooda Moodelliar but they or either of them to
pay the same or any part thereof to the said
Lyah Sawmy Moodelliar have always refused
and the said Armooga Moodelliar and the
said Ponnambalam Moodelliar next of Kin
and personal Representatives as aforesaid still
refuse to pay the same or any part thereof to the
said Lyah Sawmy Moodelliar next of Kin
and personal Representative as aforesaid Wherefore
the said Lyah Sawmy Moodelliar saith that he
is injured and hath sustained damages to the
value of Three hundred Pagodas and therefore
he brings Suit &c

And Now in this third Term in the year
one thousand eight hundred and five that is to say
on the Nineteenth day of July to which day was
given as well to the said Lyah Sawmy Moodelliar
next

Third Term 1805

Next of Kin and personal Representative of Monemun=
=galum Valayooda Moodelliar deceased as to the said
Armooga Moodelliar and Pounambalam Moodelliar
Brothers and Next of Kin and personal Represen=
=tatives of Coumaroor Chengleray Moodelliar deceased
to inform the said Court of the premises comes the
said Lyakaumy Moodelliar Next of Kin and personal
Representative of Monemungalum Valayooda Moodelliar
deceased by his Attorney aforesaid and the said
Armooga Moodelliar and Pounambalam Moodelliar
Brothers and Next of Kin and personal Representatives
of Coumaroor Chengleray Moodelliar deceased
although 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 said Plaintiff say
that the writing obligatory in the said Declaration
mentioned is the Deed of the said Coumaroor

Exparte-
Leighton Pltf's Atty

Judgment signed for the Pltiff the 2d day of September 1805

Chengleray Moadelliar deceased in Manner and form as the said Lyahsawmy Moadelliar next of Kin and personal Representative of Monemunga-lum Valoyooda Moadelliar deceased hath above thereof Complained against them the said Armooga Moadelliar and Ponnabala Moadelliar Brothers and next of Kin and personal Representatives of Cannatone Chengleray Moadelliar deceased and do adjudge that the said Lyahsawmy Moadelliar next of Kin and personal Representative of Monemungalum Valoyooda Moadelliar deceased Recover against the said Armooga Moadelliar and Ponnamba-lum Moadelliar Brothers and next of Kin and personal Representative of Cannatone Chengleray Moadelliar deceased the Sum of Two hundred and Three Pagodas and Twenty Five Fanams for his Debt and also one hundred and fourteen Pagodas and Twenty fanams for his damages which he hath sustained as well by occasion of detaining the

the said Debt as for his Costs and Charges by him about his Suit in that behalf Expended which said Debt and damages amount in the whole to Three hundred and eighteen Pagodas and that the said Lyaksawmy Moodelliar Next of Kin and personal Representative of Maonimun = galum Valayaada Moodelliar deceased have his Execution thereof &c

And thereupon the said Lyaksawmy Moodelliar by William Light his attorney prays the writs of our Lord the King of Fieri Facias, to be directed to the Sheriff of Madras to cause him to have and make of the Goods, Lands, Debts and other Effects which belong to the said Armooga Moodelliar and Pommanchalam Moodelliar Brothers and Next of Kin and personal Representatives of Connatore Chengleray Moodelliar deceased the Sum of Three hundred and eighteen Pagodas = and it is granted unto him, returnable here on the Second October Next =

Writ of Fieri Facias issued on the 2d. Sept.r 1805 -

No 58

Read before the Honble Sir Henry Gwillim, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one Thousand eight Hundred and five -

Fort St George Madras } Anthony Jeremiah puts in his place James Sutherland his attorney against Ingoo Vencaty Patty in a Plea of Debt -

Fort St George Madras } Ingoo Vencaty Patty in his own person at the Suit of the said Anthony Jeremiah in the Plea aforesaid -

Fort St George Madras } Be it Remembered that as of the Nineteenth day of June in the Vacation after the second Term in the Year one Thousand eight Hundred and five - Before the Supreme Court of Judica- -ture at Madras came Anthony Jeremiah by

by James Sutherland his attorney and brought into the said Court then there his certain Plaint against Ingoo Vencaty Patty in a Plea of debt, and there are Pledges for the Prosecution thereof, to wit, John Doe and Richard Roe which said Plaint follows in these words, that is to say, Fort St. George Madras Anthony Jeremiah by James Sutherland his attorney Complains of Ingoo Vencaty Patty being an Inhabitant of Porsawaukum within the limits of Madras and as such a person liable to the Jurisdiction of this Honble Court of a Plea that he render to the said Anthony Jeremiah Four hundred Star Pagodas current money of Madras which he unjustly detains from him For that whereas the said Ingoo Vencaty Patty heretofore to wit on the fourteenth day of august in the year one thousand Eight hundred and two at Nipery to wit at Madras aforesaid by his certain writing obligatory sealed with the seal of him

Plaint in debt filed

him the said Ingoo Vencaty Patty and to the Court now here shown the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound to the said Anthony Jeremiah in the Sum of Four Hundred Star Pagodas current Money of Madras to be paid to the said Anthony Jeremiah when he the said Ingoo Vencaty Patty should be thereto afterwards Requested - Yet the said Ingoo Vencaty Patty (altho often Requested) hath not paid the said Sum of Four Hundred Star Pagodas or any part thereof to the said Anthony Jeremiah but to pay the same or any part thereof to the said Anthony Jeremiah he the said Ingoo Vencaty Patty hath wholly refused and still doth refuse to the damage of the said Anthony Jeremiah of Three Hundred Star Pagodas and therefore he brings Suit &c.

And now in this third Term in the Year of our Lord one thousand eight Hundred and five that is to say on the Twenty Seventh

Third Term 1805

Twenty Seventh day of July until which day was given
as well to the said Anthony Jeremiah as to the said
Ingoo Vencaty Patty to inform the Court of the Premises
comes the said Anthony Jeremiah by his attorney
aforesaid and the said Ingoo Vencaty Patty altho
solemnly demanded Came not to answer nor did he
say any thing in bar or preclusion and is forth and
Tried Exparte 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 Ingoo Vencaty Patty
Judgment Signed as the said Anthony Jeremiah hath above in
for the Plaintiff. Thas behalf alledged and they assess the damages
the 3d Sept.r 1805 of the said Anthony Jeremiah on occasion
of the detaining the said debt as for his Costs
and Charges by him about his Suit in this
behalf Expended to Ninety three Pagodas
and twenty one Fanams -

Fee

No 59

And thereupon the said Anthony Jeremiah by James Sutherland his attorney prays the Writs of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras

Writ of Fiere Facias issued the 3. Sept.r 1805

Third Term 1805

Read before the Honble Sir Henry Guillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five -

Fort St George Madras } Paneyoor Lingah Pauleyapah Moodelliar puts in his place James Sutherland his attorney against John Edward Branson, Thomas Jones and Luke Reddy in a Plea of Trespass on the case upon Promises -

Fort St George Madras } The said John Edward Branson, Thomas Jones and Luke Reddy put in their place Charles Walters their attorney at the suit of the said Paneyoor Lingah Pauleyapah Moodelliar in the Plea aforesaid -

Fort St George Madras } Be it remembered that as of the Twenty fourth day of May in the Vacation after the second Term in the Year of Christ one thousand eight hundred and five - before the Supreme Court of Judica= ture at Madras - came Paneyoor Lingah

No 60 Pauley

Pauleyapah Moodaliar by James Sutherland his attorney and brought into the said Court then there his certain Plaint against John Edward Branson, Thomas Jones and Luke Reddy 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 that is to say - Fort Saint George Madras Paneyaree ss Lingah Pauleyapah Moodaliar by James Sutherland his attorney Complains of John Edward Branson Thomas Jones and Luke Reddy being respectively British Subjects and as such Persons liable to the Jurisdiction of this Honble Court - For that whereas at the time of making the several Promises and Undertakings herein after mentioned and before and afterwards, the said John Edward Branson Thomas Jones and Luke Reddy were Copartners Carrying on Trade under the partnership Name, Style and Firm of Branson Jones and Reddy to wit at Madras aforesaid and

Plaintiff in assumpsit filed the 24th May 1805 -

and being so Partners and Carrying on Trade as
aforesaid the said John Edward Brunton, Thomas
Jones and Luke Reddy heretofore to wit on the
fourteenth day of February in the Year one
Thousand eight Hundred and five to wit at
Madras aforesaid made their Certain Note in
writing Commonly Called a Promissory Note
the proper hand writing of one of them for himself
and the rest of them being thereto subscribed
the date whereof is the same day and Year
aforesaid and then and there delivered the said
Note to one Durmoray Moodelly and thereby one
Month after date the said John Edward Brunton,
Thomas Jones and Luke Reddy promised to pay
unto the said Durmoray Moodelly or his order
the Sum of two Hundred and Thirty Star
Pagodas in Bank Notes or Rupees for value
Received, with Interest at the rate of twelve
per Cent per annum — and the said Durmoray

Moadelly To whom or to whose Order the
payment of the said sum of money contained in
the said Note was to be made aforesaid
and before the payment of the said Sum of
Money in the said Note Specified or of any part
thereof to wit on the same day and Year aforesaid
at Madras aforesaid endorsed the said Note in
his own proper hand-writing being to such
Endorsement subscribed by which said
endorsement he the said Durmaray Moodely
ordered and appointed the Contents of the
said Note to be paid to the said Paneyoor
Lingah Pauleyapah Moodaliar and then
and there delivered the said Note so endorsed
as aforesaid to the said Paneyoor Lingah
Pauleyapah Moodelliar of which said
endorsement so made on the said Note as
aforesaid the said John Edward Branson,
Thomas Jones and Luke Reddy after=
=wards, to wit, on the same day and Year
aforesaid

aforesaid at Madras aforesaid had notice by
means whereof and by force of the Statute in
such Case Made and provided the said John
Edward Manson, Thomas Jones and Luke Reddy
then and there became liable to pay to the
said Paneyoor Lingah Pauleyapah Moodelliar
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 of the
said Indorsement so made thereon as aforesaid
and being so liable they the said John Edward
Manson, Thomas Jones and Luke Reddy in Consi-
deration thereof afterwards, to wit, on the same day
and Year aforesaid at Madras aforesaid undertook
then and there faithfully promised to pay him the
said Sum of Money in the said Note Specified with
Interest according to the Tenor and Effect of the
said Note of the said endorsement so made thereon

No 60 as

as aforesaid - And Whereas also the said John Edward Branson, Thomas Jones and Luke Reddy afterwards to wit on the eleventh day of march in the Year aforesaid to wit at Madras made their certain other Note in writing Commonly Called a Promissory Note the Proper hand-writing of one of them for himself and the rest of them being thereto Subscribed the date whereof is the same day and year last aforesaid and then and there delivered the last mentioned Note to the said Pamyoor Lingah Pauleyapah Moodaliar and thereby ten days after date the said John Edward Branson Thomas Jones and Luke Reddy promised to pay to the said Pamyoor Lingah Pauleyapah moodaliar the sum of one hundred and four Star Pagodas thereby two fanams and sixty cash with Interest at the rate of 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 Branson, Thomas Jones and

and Luke Reddy then and there became liable to pay
to the said Paneyoor Lingah Pauleyapah Moodaliar
the said Sum of Money in the last Mentioned Note
Specified with Interest according to the Tenor
and Effect thereof aforesaid and they the said
John Edward Branson, Thomas Jones and Luke
Reddy in Consideration thereof afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid undertook and to the said Paneyoor Lingah
Pauleyapah Moodaliar then and there faithfully
promised to pay him the said Sum of Money in the
last Mentioned Note Specified with Interest
according to the tenor and Effect thereof - And
Whereas the said John Edward Branson, Thomas
Jones and Luke Reddy afterwards to wit on
the same day and Year last aforesaid at Madras
aforesaid were indebted to the said Paneyoor
Lingah Pauleyapah Moodaliar in other Sum
of one thousand Star Pagodas of like Current
Money for so much Money by the said Paneyoor

Rs 60 Linga

ا

Supreme Court

Record of Judgment

Feb. Term 1805-

Roll 24th

)

Linga Pauliyapah Moodelliar before that time laid out Expended and paid for the said John Edward Branson Thomas Jones, and Luke Reddy at their special Instance and Request and being so indebted the said John Edward Branson, Thomas Jones and Luke Reddy in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Paneyoor Lingah Paulayah Moodaliar then and there faithfully promised to pay him the said last mentioned Sum of Money when they the said John Edward Branson Thomas Jones and Luke Reddy should be thereto afterwards Requested - And whereas the said John Edward Branson, Thomas Jones and Luke Reddy afterwards, to wit, on the same day and Year last aforesaid at Madras aforesaid were indebted to the said Paneyoor Lingah Pauleyapah Moodeliar in other Sum of one Thousand Star Pagodas Current Money aforesaid for so much Money by the said Paneyoor Lingah Pauleyapah Moodaliar before that time Lent and advanced to the said John Edward Branson, Thomas

Thomas Jones, and Luke Reddy at their like
Special Instance and Request and being so indebted
they the said John Edward Branson, Thomas Jones
and Luke Reddy in consideration thereof afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid undertook and to the said
Paneyoor Lingah Pauleyapah Moodaliar then
and there faithfully promised to pay him the
said last Mentioned Sum of money when they the
said John Edward Branson Thomas Jones and
Luke Reddy should be thereto afterwards Requested
And Whereas also the said John Edward
Branson, Thomas Jones and Luke Reddy
afterwards to wit, on the same day and year
last aforesaid at Madras aforesaid were
indebted to the said Paneyoor Lingah Pauleyapah
Moodaliar in other Sum of Ten Thousand Star
Pagodas Current Money aforesaid for so much
Money by the said John Edward Branson Thomas
Jones and Luke Reddy before that time had

and received to the use of the said Paneyoor Lingah Pauleyapah moodaliar and being so indebted they the said John Edward Manson, Thomas Jones, and Luke Reddy in Consideration thereof after= wards to wit, on the same day and year last aforesaid at Madras aforesaid undertook and to the said Paneyoor Lingah Pauleyapah Moodelliar then and there faithfully promised to pay him the said last mentioned sum of money when they the said John Edward Manson Thomas Jones, Luke Reddy should be there to afterwards requested - And Whereas also the said Paneyoor Lingah Pauleyapah Moodeliar afterwards to wit on the same day and year last aforesaid at Madras aforesaid, accounted with the said Paneyoor Lingah Pauleyapah Moodaliar of and Concern= =ing diverse other sums of money before that time due and owing from the said John Edward Manson, Thomas Jones and Luke Reddy to the said Paneyoor Lingah Pauleyapah Moodaliar and then being in arrear and unpaid to him

and

and upon which said account the said John Edward Branson, Thomas Jones, and Luke Reddy were then and there found in arrear and indebted to the said Paneyoor Lingah Pauleyapah Moadelliar in another large Sum of money to wit in the Sum of one Thousand Star Pagodas Current Money aforesaid and being found in arrear and indebted they the said John Edward Branson, Thomas Jones and Luke Reddy in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Paneyoor Lingah Pauleyapah Moadelliar then and there faithfully promised to pay him the said last Mentioned Sum of Money when they the said John Edward Branson, Thomas Jones and Luke Reddy should be thereto afterwards requested - Yet the said John Edward Branson Thomas Jones and Luke Reddy not regarding their said several Promises and Undertakings so by them Made in this behalf as aforesaid but

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such contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Paneyoor Lingah Pauleyapah Moodaliar in his behalf have not nor hath any or either of them as yet paid the said several Sums of Money or any or either of them or any part thereof to the said Paneyoor Lingah Pauleyapah Moodeliar (altho' often requested so to do) but to pay the same to the said Paneyoor Lingah Pauleyapah Moodaliar they the said John Edward Branson Thomas Jones and Luke Reddy have and of each of them hath hitherto wholly refused and still do refuse to the damage of the said Paneyoor Lingah Pauleyapah Moodaliar of one thousand Star Pagodas and therefore he brings suit &c

And afterwards that is to say on the fifth day of June to wit in the same Vacation of the same second Term in the said Year one thousand eight hundred and five until which day the said John Edward Branson Thomas Jones & Luke Reddy had leave to imparl to the said Plaint and then to answer the

imparlance

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the same came as well the said Pameyoor Linga Pauliapah Moodelliar by his attorney, as the said John Edward Branson, Thomas Jones & Luke Reddy by their attorney - and the said John Edward Branson, Thomas Jones and Luke Reddy defend the wrong and injury when &c and say that they did not undertake and promise in manner and form as the said Pameyoor Linga Pauliapah Moodelliar hath above thereof complained against them and of this they put themselves upon the Court &c

Plea filed 5th June 1805

And afterwards to wit in the same Vacation of the same Second Term of the same Year came the Parties aforesaid by their attornies aforesaid

Replication filed 13th July 1805 -

And thereupon the said Pameyoore Linga Pauliapah Moodelliar as to the said Plea of the said John Edward Branson, Thomas Jones and Luke Reddy by them above Pleaded and whereof they have put themselves upon the Court, doth so likewise.

And now in this Third Term in the year of our Lord one thousand eight hundred and

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and Jime that is to say on the thirtieth day of July
whil which day was given as well to the said
Panyore Linga Paliapan Moodeliar as to the
said John Edward Branson, Thomas Jones and
Luke Reddy to inform the Court here of the
premises comes the said Panyore Linga Paliapana
moodeliar by his Attorney aforesaid and the said
John Edward Branson, Thomas Jones and Luke Reddy
altho' Solemnly demanded came not to answer 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 thereof and duly Considered the
Evidence produced on the part of the said Plaintiff
say that they the said John Edward Branson, Thomas
Jones and Luke Reddy did undertake and promise
in Manner and form as the said Panyore Linga
Paliapan Moodeliar hath above thereof Complained
against them - and they do assess the damages
of the said Panyore Linga Paliapan Moodeliar
on account of the Nonperformance of the several
Promises and undertakings above Mentioned over
and

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and alsoe his Costs and Charges by him aboute his Suit in this behalf Expended to three hundred and fifty three Pagodas thirty three Fanams and sixty Cash and for those Costs and Charges to one hundred and three Pagodas and twenty nine Fanams -

Therefore it is Considered that the said Panyone Linga Pallapan Moodeliar do recover against the said John Edward Branson Thomas Jones and Luke Reddy the said sum of three hundred and fifty three Pagodas thirty three Fanams and sixty cash for his said damages in form aforesaid assessed and the sum of one hundred and three Pagodas and twenty nine Fanams for his Costs and Charges by him aboute his Suit in this behalf Expended which said damages Costs and Charges in the whole amount to Four hundred and fifty seven Pagodas seventeen Fanams and sixty Cash - and that the said Panyone Linga Pallapan Moodeliar have Execution &c.

Judgment signed for the Plaintiff the 3d day of September 1805 -

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Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five.

Fort St. George Madras — Bashkarrow puts in his place Charles Walters and James Sutherland his attorneys against Naseer Mahomed Cawn in a Plea of Trespass on the case —

Fort St. George Madras — The said Naseer Mahomed Cawn puts in his place Townes Disney his attorney at the Suit of the said Bashkarrow in the Plea aforesaid —

Fort St. George Madras — Be it remembered that on 22d day of September in the Vacation after the fourth Term in the Year of Christ one thousand eight hundred and four before the Supreme Court of Judicature at Madras came Bashkarrow by Charles Walters and James Sutherland his attorneys and brought into the said Court then there his certain Plaint against Naseer Mahomed Cawn in

Plaint in assumpsit filed the 22d. Sept.r 1804—

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, Fort St. George Madras Bash Karrow by Charles Walters and James Sutherland his attorney Complains of Naseer Mahomed Cawn being an Inhabitant of Madras and as such a person liable to the Jurisdic-=tion of this Honble Court For that whereas the said Naseer Mahomed Cawn heretofore to wit on the first day of January in the year one thousand eight hundred and two at Madras aforesaid was indebted to the said Bash Karrow in one thousand and seventy Star Pagodas Current Money of Madras for the Wages or Salary of the said Bash Kar Rao before that time due and owing unto him from the said Naseer Mahomed Cawn for the Service of the said Bash Kar Rao before that time done performed and bestowed by

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Third Term 1805

by the said Bashkar Row as the Servant of the said Nasar Mahomed Cawn on his Retainer and at his Request for a long Space of time to wit for the Space of Thirteen Years then Elapsed and being so indebted he the said Nasser Mahomed Cawn in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Bashkar Row then and there faithfully promised to pay him the said Sum of Money when he the said Naseer Mahomed Cawn should be thereto afterwards requested and whereas afterwards to wit, on the same day and Year aforesaid at Madras aforesaid in Consideration that the said Bashkar Row at the like Special instance and Request of the said Naseer Mahomed Cawn had before that time done performed and bestowed other his service as the Servant of the said Naseer Mahomed Cawn and on his Retainer for a long time

to wit

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to wit for the Space of Thirteen Years then
elapsed he the said Naseer Mahomed Cawn
undertook and to the said Bashkar Rau
then and there faithfully promised to pay
him so much Money as he therefore reason-
ably deserved to have for the same when
he the said Naseer Mahomed Cawn should
be thereto afterwards requested - and the
said Bashkar Row avers that he therefore
reasonably deserved to have of the said Naseer
Mahomed Cawn for the same other one
thousand and Twenty Star Pagodas Current
Money aforesaid to wit at Madras aforesaid
whereof the said Naseer Mahomed Cawn afterwards
to wit on the same day and year aforesaid there
had Notice - and whereas the said Naseer
Mahomed Cawn afterwards, to wit, on the same
day and year aforesaid at Madras aforesaid
was indebted to the said Bashkar Row in
other

Third Term 1805

other Sum of one thousand and Twenty Star Pagodas Current Money aforesaid for other the work and labour care and deligence of the said Bashkar Row by him before that time done and performed in and about other the business of the said Naseer Mahomed Cawn for the said Naseer Mahomed Cawn at his Special instance and Request and being so indebted he the said Naseer Mahomed Cawn in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Bashkar Row then and there faithfully promised to pay him the said last Mentioned Sum of Money when he the said Naseer Mahomed Cawn should be thereto afterwards Requested — And Whereas afterwards to wit on the same day and Year aforesaid at Madras aforesaid in Consideration that the said Bashkar Row at the like Special instance and Request of the said Naseer Mahomed Cawn had before that time done performed and bestowed other his work and labour care and deligence in and about other the business of the said Naseer Mahomed

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Cawn

Cawn and for the said Nasser Mahomed Cawn he the said Nasser Mahomed Cawn undertook and to the said Bashkar Row then and there faithfully promised to pay him so much money as he the said Bashkar Row therefore reasonably deserved to have for the same when he the said Nasser Mahomed Cawn should be thereto afterwards requested and the said Bashkar Row avers that he therefore reasonably deserved to have of the said Nasser Mahomed Cawn for the same the Sum of other one thousand and Twenty Star Pagodas Current money aforesaid to wit at Madras aforesaid whereof he the said Nasser Mahomed Cawn afterwards to wit on the same day and Year aforesaid there had notice - And whereas the said Nasser Mahomed Cawn afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Bashkar Row in other one thousand and Twenty Star Pagodas current

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Third Term 1805

Current Money aforesaid for so much Money by
the said Bashkar Row before that time lent and
advanced to the said Nasser Mahomed Cawn
at his Special instance and Request and being so
indebted, he the said Nasser Mahomed Cawn
in Consideration thereof afterwards to wit on the
same day and Year aforesaid at Madras aforesaid
undertook and to the said Bashkar Row then and
there faithfully promised to pay him the said last
mentioned Sum of Money when he the said Nasser
Mahomed Cawn should be thereto afterwards
Requested - And Whereas the said Nasser
Mahomed Cawn afterwards to wit on the same
day and Year aforesaid at Madras aforesaid
and indebted to the said Bashkar Row in other
one Thousand and Twenty Star Pagodas
Current Money aforesaid for Money by the
said Nasser Mahomed Cawn before that
time had and received to the use of the said

said Bashkar Row and being so indebted he the said
Naseer Mahomed Cawn in Consideration thereof
afterwards to wit in the same day and Year aforesaid
at Madras aforesaid undertook and to the said Bash-
kar Row then and there faithfully promised to
pay him the said last mentioned Sum of Money
when he the said Naseer Mahomed Cawn should
be thereto afterwards requested And whereas
the said Naseer Mahomed Cawn afterwards
to wit on the same day and Year aforesaid at
Madras aforesaid accounted with the said
Bashkar Row of and Concerning diverse other
Sums of Money before that time due and owing
from the said Naseer Mahomed Cawn to the said
Bashkar Row and then being in arrear and
unpaid and upon which account the said Naseer
Mahomed Cawn was then and there found in
arrear and indebted to the said Bashkar Row
in another large Sum of Money to wit the
Sum of Other one Thousand and Twenty Star
Pagodas Current Money aforesaid and being

&c

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so found in arrear and indebted he the said Naseer Mahomed Cawn in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Bashkar Row then and there faithfully promised to pay him the said last Mentioned Sum of Money when he the said Naseer Mahomed Cawn should be thereto afterwards Requested - Yet the said Naseer Mahomed Cawn not Regarding his said Several promises and Undertakings so by him made in his behalf as aforesaid but Continuing and fraudulently intending Craftily and Subtilly to deceive and defraud the said Bashkar Row in this behalf hath not as yet paid the said Several Sums of Money or any part thereof to the said Bashkar Row (altho' so to do, he the said Naseer Mahomed Cawn was often requested by the said Bashkar Row) but he to do this hath hitherto wholly refused and still refuses so to do To the damage of the said Bashkar Row of

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of three thousand star Pagodas and thereupon he
being sues &c

And afterwards that is to say in
the fourth Term of the said year in the said Supreme Court
of Judicature at Madras. till which Term the said Naseer
Mahomed Cawn had leave to imparl to the said
Plaints and then to answer the same came as well
the said Bashkar Row. by his attorney. as the said
Naseer Mahomed Cawn by his attorney - and the
said Naseer Mahomed Cawn defends the wrong
and injury when &ca and says, that he did not under=
take and promise in Manner or form as the said Bashkar
Row hath above thereof Complained against him
and of this he puts himself upon the Cours &ca.

imparlance

Plea of General Issue filed the 1st Oct.r 1804-

And afterwards to wit on the 23d day
of January in the Vacation after the Fourth Term of
the said Year came the Parties aforesaid by their
attornies aforesaid and thereupon the said Bashkar
Row as to the said Plea of the said Naseer
Mahomed Cawn by him above pleaded, and
whereof he hath put himself upon the Cours.
doth so likewise -

Replication filed 23d January 1805-

And now in this third Term
in the year one thousand eight hundred and five that
is

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is to say on the Twentieth day of July until which day was given as well to the said Bashkar Row as to the said Naseer Mahomed Cawn to inform the Court of the Premises come as well the said Bashkar Row as the said Naseer Mahomed Cawn 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 Naseer Mahomed Cawn did undertake and promise in manner and form as the said Bashkar Row hath above thereof Complained against him and they do assess the damages of the said Bashkar Row Occasioned by the Nonperformance of the several promises and undertakings in the said Declaration Mentioned to one hundred and Six Rupees Therefore it is Considered that the said Bashkar Row Recover against the said Naseer Mahomed Cawn the said Sum of one Hundred and Six Rupees for his damages in form aforesaid assessed and that the said Naseer Mahomed Cawn in Mercy &c.

Judgment Signed for the Plaintiff the 3d day Sept 1805

Mercy

And thereupon the said Bashkar Row by James Sutherland his attorney prays a writ of

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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 Nasser Mahomed Cawn in Satisfaction of his Damages = and it is granted unto him returnable here on the 19th day of November next

Writ of Ca. ad S. issued on the 19th October 1805

Third Term 1805

Read before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five -

Fort St George Madras to wit } Paneyore Lingapauleapah Moodelliar puts in his place William Light his attorney against Covoro Soobbarayan in a Plea of Trespass on the case -

Fort St George Madras to wit } The said Covoro Soobbarayan in his person at the Suit of the said Paneyore Lingapauleapah Moodelliar in the plea aforesaid -

Fort St George Madras to wit } 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 Paneyore Lingapauleapah Moodelliar by William Light his attorney and

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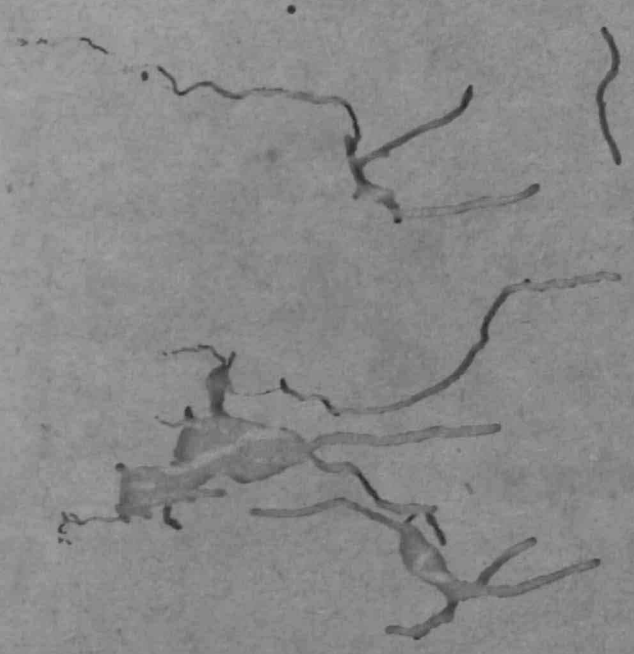
and brought into the said Court then there his
Certain Plaint against the said Cavone Soobba=
=rayan in a Plea of Trespass on the Case -
and there are Pledges for the Prosecution
thereof, to wit, John Doe and Richard Roe
which said Plaint follows in these words, that
is to say, Fort Saint George Madras Paneyone
Lingapaulcapah Moodelliar by William Light
his Attorney Complains of Cavone Soobba=
=rayan being an Hindoo Inhabitant of
Madras and as such a person liable to
the Jurisdiction of this Hon'ble Court - For
that whereas the said Cavone Soobbarayan
heretofore to wit on the First day of
April in the year one thousand eight
hundred and one 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 acknowledged to have
borrowed

Plaint in Assumpsit
filed 2d November
1804.

Third Term 1805

borrowed and received of the said Paneyone Lingapaulleapah Moodelliar the Sum of Two Thousand Two Hundred and ~~Twenty~~ Star Pagodas Current Money of Madras which Sum he the said Couone Soobbarayan doth thereby engage to repay the said Paneyone Lingapaulleapah Moodelliar 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 and by force of the Custom and Laws of such Hindoo Natives of India he the said Couone Soobarayan then and there became liable to pay to the said Paneyone Lingapaulleapah Moodelliar 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 Couone Soobarayan in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid

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Supreme Court

Record of Judgments

Third Term 1805

Roll 25.

undertook and then and there faithfully promised the said Paneyone Lingapaulcapah Moodelliar to pay him the said last mentioned Sum of money when he the said Conone Soobharayan should be thereto afterwards requested - And whereas also the said Conone Soobharayan afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Paneyone Lingapauliapah Moodelliar of and Concerning divers other Sums of money before that time due and owing from the said Conone Soobharayan to the said Paneyone Lingapaulcapah Moodeliar and then being in arrear and upon which said account he the said Conone Soobharayan was then and there found in arrear and indebted to the said Paneyone Lingapauliapah Moodeliar another large Sum of money to wit the Sum of Other Four Thousand Four Hundred and Forty Star Pagodas of like Current Money of Madras and being so indebted

&c

he the said Covone Saabbarayan 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 Paneyore
Lingapaulleapah Moodelliar to pay him the
said last mentioned Sum of Money when he
the said Covone Saabbarayan should be thereto
afterwards requested Yet the said Covone
Saabbarayan not regarding his said several
promises and undertakings so made by him
in this behalf as aforesaid but Continuing
and fraudulently intending Craftilly and Subtilly
to deceive and defraud the said Paneyone
Linga Paulleapah Moodelliar in this behalf
hath not yet paid the said several Sums
of Money or any part thereof to the said Paneione
Lingapaulleapah Moodelliar although
so to do he the said Covone Saabbarayan
was often requested but to do this he
the said Covone Saabbarayan hath hitherto
wholly

wholly refused and still doth refuse to the
damage of the said Paneyone Lingapauliapah
Modelliar of Four thousand Four hundred and
Forty Star Pagodas and therefore he brings
Suit &c.a And now in the Second Term in
the Year one thousand eight hundred and five
that is to say on the Twenty third day of March
to which day was given as well to the said
Paneyone Lingapauliapah Modelliar as to
the said Couone Soobbarayen and the said
Couone Soobbarayen says nothing in bar or
preclusion of the said action of the said
Paneyone Lingapauliapah Modelliar by
which the said Paneyone Lingapauliapah
Modelliar remains thereon undefended
against the said Couone Soobbarayen for which
the said Paneyone Lingapauliapah Modelliar
ought to recover his damages by occasion
of the premises and afterwards to wit
on the Twenty eighth day of the said Month
of March in the Term last aforesaid the said

court

Third Term 1805

Court having deligently enquired what damages the said Paneyore Lingapauleapah 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 Paneyore Lingapauliapah Moodeliar hath sustained damages by occasion of the premises over and above his Costs and Charges to three thousand three hundred and ninety eight Pagodas and thirty four Fanams and for those Costs and Charges to one hundred and ninety four Pagodas and eleven Fanams

Ex parte

Judgment signed Therefore it is Considered that the said Paneyore Lingapauleapah Moodeliar Recover against the said Coonoo Soobbarayen 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 thousand five hundred and ninety four Pagodas and one Fanam

for the 5th day of September 1805

mercy

Sanam and the said Covone Soobbarayen in mercy
Xea

And Lemuyon the said Paneyone
Lingapaulcapah Moodelliar by William Leighs
his attorney prays a writ of our Lord the King
of Fieri Facias, to be directed to the Sheriff of
Madras to cause him to levy and make of the Lands
Lands debts and other effects, the Sum of Three
Thousand five hundred and ninety four Pagodas
and one Sanam - and it is granted unto him
and Returnable here on the 5th day of October, one
Thousand eight hundred and five.

Writ of Execution
issued on the 5th
September 1805.

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Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Tempaumpooleyore Chellacarpoora Moodelliar puts in his place Daniel Neale his attorney to prosecute against Vechure Seetaurauma Pillay in a Plea of Trespass on the case -

Fort St. George Madras } The said Vechure Seetaurauma Pillay puts in his place Faunes Disney his attorney at the Suit of the said Tempaumpooleyore Chellacarpoora Moodelliar in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that on the thirteenth day of May as of the second Term in the Year of Christ one

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one thousand eight hundred and five - Before the Supreme
Court of Judicature at Madras came Terupaupoo-
=leyore Chellacarpoora Modaliar by Daniel Neale
his Attorney and brought into the said Court then there
his Certain Plaint against Vechure Seetaurauma
Pilly in a Plea of Trespass &c to wit &c John Doe
and Pledges for the prosecution to wit &c John Doe
and Richard Roe which said Plaint follows
in these words, that is to say, Madras to wit
Terupaupooleyore Chellacarpoora Modelliar by
Daniel Neale his Attorney Complains of Vechure
Seetaurauma Pillay a Hindoo 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 that Whereas
at the time hereinafter next Mentioned the
said Seetaurauma was engaged in and was
then prosecuting a certain Cause then depending
in the Supreme Court of Judicature at Madras
and being so engaged in and prosecuting the
said Seetaurauma heretofore to wit on the thirteenth
day

Plaint in assumpsit
filed 11th June
1805

day of January in the Year of Christ one Thousand eight Hundred and four 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 Chellacarpoora by which said Instrument in writing the said Seetauramma acknowledged that on the day of the making thereof he had in Consequence of his urgent occasion borrowed and received of the said Chella= carpoora the sum of eight Hundred and three Star Pagodas Current Money of Madras and did thereby engage to repay to the said Chellacarpoora the same sum as soon as he the said Seetauramma should have gained his Cause (that is to say the said Cause so as aforesaid depending) with all such Interest as should or might become due on the same sum at the rate of Nine per Cent per Annum: and the said Chellacarpoora owers

avers that afterwards and heretofore to wit
on the eighteenth day of January in the Year of
Christ one thousand eight hundred and five
at Madras the said Seetaurauma did gain
his said cause whereof the said Seetaurau=
=ma afterwards to wit on the day and Year last
aforesaid at Madras aforesaid had Notice
By Means whereof the said Seetaurauma
became liable to pay to the said Chellacara=
=poora the said sum of Money in the said
Instrument in writing Specified when he the
said Seetaurauma should be thereto afterwards
requested And being so liable he the said
Seetaurauma 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 Chella=
=carpoora to pay him the said sum of Money
in the said Instrument in writing Specified
when he the said Seetaurauma should be
thereto afterwards requested - And

whereas

Whereas afterwards to wit on the said thirteenth
day of January in the Year of Christ one thousand
eights hundred and four aforesaid at Madras
aforesaid the said Seetaurama made his certain
other 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 last aforesaid
and then and there delivered the same Instrument
in writing last mentioned to the said Chellacar=
=poora by which said Instrument in writing last
mentioned the said Seetaraama acknowledged
that on the day of the making thereof he had in
Consequence of his Urgent occasion borrowed and
received of the said Chellacarpoona the sum of
eights hundred and three Star Pagodas Current
Money of Madras and did thereby engage to
repay to the said Chellacarpoona the same sum
last mentioned with all such Interest as
should on nights become due thereon at
the rate of Nine per Cent per annum By
means whereof the said Seetaraama became

 liable

liable to pay to the said Chellacarpoora the said
Sum of Money in the said last mentioned Instru-
-ment in writing Specified when he the said
Seetaurauma should be thereunto afterwards
requested - And being so liable he the
said Seetaurauma in consideration thereof
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid under-
took and then and there faithfully promised
the said Chellacarpoora to pay him the
said Sum of Money in the said last mentioned
Instrument in writing Specified when he the
said Seetaurauma should be there afterwards
requested - And Whereas also at the
time hereinafter in this Count next mentioned
the said Seetaurauma was engaged in and was
then prosecuting a certain other Cause then
depending in the Supreme Court of Judicature
at Madras and being so engaged in and
prosecuting the said Seetaurauma here before
to wit on the twenty Sixth day of October
in the Year of Christ one thousand eight

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hundred and four aforesaid at Madras aforesaid made his Certain other 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 last aforesaid and then and there delivered the same Instrument in writing last mentioned to the said Chellacarpoora by which said Instrument in writing last mentioned the said Seetaurauma acknowledged that on the day of the making thereof he had in Consequence of his urgent occasion borrowed and received of the said Chellacarpoora (by the Name of Tenupaupone Chellacarpoora Moodaliar) the Sum of Fifty Star Pagodas Current Money of Madras and did thereby engage to repay to the said Chellacarpoora the same sum as soon as he the said Seetauraumma should have gained his Cause, And the said Chellacarpoora avers that afterwards and heretofore to wit on the eighteenth day of January in the Year of Christ one thousand eight hundred and five

Since at Madras the said Seetaurauma did
gain his said Cause whereof the said
Seetaurauma afterwards to wit on the day
and Year last aforesaid at Madras aforesaid
had Notice By Means whereof the said
Seetaurauma became liable to pay to the said
Chellacarpoora the said sum of Money in the
said last mentioned Instrument in writing
Specified when he the said Seetaurauma
should be thereto afterwards Requested - And
being so liable he the said Seetaurauma
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 Chellacarpoora to pay him
the said sum of Money in the said last mentioned
Instrument in writing Specified when he the said
Seetaurauma should be thereto afterwards
Requested - and whereas also the said
Seetaurauma heretofore to wit on the said
Twenty sixth day of October in the Year of
Christ

Christ one thousand eight hundred and four aforesaid at Madras aforesaid made his certain other 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 last aforesaid and then and there delivered the same Instrument in writing last Mentioned to the said Chellacarpoona by which said Instrument in writing last mentioned the said Seetaurauma acknowledged that on the day of the making thereof he had in consequence of his urgent occasion borrowed and received of the said Chellacarpoona (by the name of Terupaupone Chellacarpoona (Modelliar) the sum of fifty star Pagodas Current Money of Madras and did thereby engage to repay to the said Chellacarpoona the same sum last Mentioned with all such Interest as should or might become due thereon at the rate of Nine per Cent per Annum By means whereof the said Seetauraumma became liable to pay to the said

said Chellacarpoora the said sum of Money
in the said last mentioned Instrument in
writing Specified when he the said Seetau
=rauma should be thereto afterwards Requested
And being so liable he the said Seetaurama
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 Chellacarpoora
to pay him the said sum of Money in the
said last mentioned Instrument in writing
Specified when he the said Seetaurama
should be thereto afterwards Requested
And whereas the said Seetaurama
afterwards to wit on the Ninth day of May
in the Year of Christ one thousand eighs
hundred and five aforesaid at Madras
aforesaid was indebted to the said Chella
=carpoora in the sum of Two thousand
Star Pagodas of the lawful Current Money
of Madras for Money by the said Chellacar
=poora before that time lent and advanced
to

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to the said Seetaurauma and at his special instance
and request - And being so indebted he the
said Seetaurauma 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 Chellacar=
=poora to pay him the said last mentioned
sum of Money when he the said Seetaurauma
should be thereto afterwards requested - And
whereas the said Seetaurauma afterwards to
wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said
Chellacarpoora in the further sum of Two
thousand star Pagodas of like lawful
Current Money of Madras for Money by
the said Chellacarpoora before that time
laid out Expended and paid for the said
Seetaurauma and at his like special
instance and request - And being so
indebted he the said Seetaurauma in Consi
=deration thereof afterwards to wit on the

same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chellacarpoora to pay him the said last mentioned sum of Money when he the said Seshaurauma should be thereto afterwards Requested. And whereas also the said Seshaurauma afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Chellacarpoora in the further Sum of Two thousand Star Pagodas of like lawful Current Money of Madras for Money by the said Seshaurama before that time had and Received to the use of the said Chellacarpoora And being so indebted he the said Seshaurauma 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 Chellacarpoora to pay him the said last mentioned Sum of Money when he the said Seshaurama should

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Should be thereto afterwards required.
And whereas the said Seetaurama afterwards
to wit on the same day and year last
aforesaid at Madras aforesaid accounted
with the said Chellacarpoora of and
Concerning divers other sums of money
before that time due and owing from the
said Seetaurama to the said Chellacarpoora
and then being in arrear and unpaid and
upon that accounting the said Seetaurama
was then and there found to be in arrear
and indebted to the said Chellacarpoora 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 Seetaurama
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 Chellacarpoora to pay him

the

the said last mentioned Sum of Money when he the said Seetaraumaraw should be thereto afterwards requested — Yet the said Seetaraumaraw 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 Chellacarpoora 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 Chellacarpoora (although so to do the said Seetaraumaraw was requested by the said Chella= =carpoora 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 Chellacarpoora the said Seetaraumaraw hath hitherto wholly refused and still doth refuse To the damage of the said Chella= =carpoora of Two Thousand Star Pagodas and therefore he brings his Suit &c

And afterwards that is to say, on the eleventh day of July in the same Vacation of

imparlance

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of the same Second Term in the same Year one Thousand eight hundred and five until which day the said Vechure Seetaurauma pillay had leave to impark to the said Plaints and then to answer the same cause as well the said Terupaupooleyone Chellacarpoora Moodeliar, by his attorney as the said Vechure Seetaurauma pillay - and the said Vechure Seetaurauma pillay 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 Terupaupuleyone Chellacarpoora Moodeliar hath above thereof Complained against him and of this he puts himself upon the Court Hea - And the said Chellacarpoora doth the like,

Hea the General Issue filed 11th July 1805

Issue Joined 16th July 1805

And now on this Eighteenth day of July in this Third Term in the said Year one Thousand eight hundred and five came the said Chellacarpoora and Seetaurauma by their respective attornies aforesaid, and thereupon a day is given to them respectively by the Court here for hearing their respective allegations and for examining the truth thereof upon the Issue so as aforesaid joined between them

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Term - At which day (being the thirty first day of July in this Term) comes as well the said Seetaurauma as the said Chellacarpoora and the Justices of the Court of our Lord the King here having heard and considered the several allegations of the said Chellacarpoora and Seetauraum= =ma respectively and having Examined the truth thereof by the oaths of such Competent and Credible Witnesses as were adduced by them respectively Do find that the said Seetauraumma did under= =take and promise in manner and form as the said Chellacarpoora hath above thereof Complain= =ed against him and that the said Chellacar= =poora hath sustained damages by Occasion of the non performance by the said Seetaurau= =ma of those promises and Undertakings to the Sum of Nine Hundred and Ninety Pagodas Fifteen Fanams and thirty Cash over and besides his Costs and Charges by him about his Suit in this behalf Expended, and the said Justices Do therefore adjudge award

Judgment signed for the Plaintiff the Sixth day of Sept.r 1805 -

award and order that the said Chellacarpoora recover against the said Seetaurauma his damages aforesaid to the said Sum of Nine Hundred and Ninety Pagodas Fifteen Fanams and Thirty Cash and that the said Seetaurauma do pay unto the said Chellacarpoora for his said Costs and Charges the Sum of one Hundred and Fifty three Pagodas and nine fanams - which said damages Costs and Charges amount to the Sum of one Thousand one Hundred and Forty three Pagodas Twenty four Fanams and Thirty Cash and the said Seetaurauma in Mercy &c.

mercy

And thereupon the said Chellacarpoora by Daniel Seale 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 Seetaurauma in Satisfaction of his damages - and it is granted unto him returnable here on the Twentieth day of September next -

Writ of Ca. ad. Satisfaciendum issued the 6th Sept. 1806

Third Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and five

Fort St. George Madras to wit } Terupatty Latchmy Narasoo puts in his place Daniel Neale his Attorney to prosecute against Doovury Vencatasoobiah in a Plea of Trespass on the Case -

Fort St. George Madras to wit } The said Doovury Vencatasoobiah in his person at the suit of the said Terupatty Latchmy Narasoo in the Plea aforesaid -

Fort St. George Madras to wit } Be it remembered that on the 6th day of May as of the second Term in the Year of our Lord one thousand eight hundred and five came Terupatty Latchmy Narasoo by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Doovury Vencatasoobiah in a Plea of Trespass on the case and there are Pledges for the

Third Term 1805

The prosecution to wit} John Doe and Richard Roe
Plaint in Assumpsit which said Plaint followeth in these words
filed 6th May 1805 Madras to wit} Temputty Latchmy Narasoo by
Daniel Neale her Attorney Complains of Doomury
Venkatasoobiah being an Inhabitant of Madras
and as such a Person subject to the jurisdiction of
this Honble Court - For that Whereas the said
Doomury Venkatasoobiah heretofore to wit on the
Seventh Anny Rautchara Year or in the English
Style Corresponding with the Eighteenth day of
June in the Year of Christ one Thousand Eight
Hundred and four to wit at Madras made his
certain Instrument or agreement in Writing in
the Gentoo Language as and in the Nature of
a Gentoo 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 Temputty
Latchmy Narasoo by which said Instrument
in writing he the said Doomury Venkatasoobiah
did acknowledge to be due from him the said
Doomury Venkatasoobiah to the said Temputty
Latchmy Narasoo the Sum of one Hundred and
thirty three Pagodas and Twenty seven Fanams

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which

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1

which sum he the said Doovury Vencatasoobiah did
thereby engage to pay in the Space of Two Months
from the Date thereof 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 Doovury Vencatasoobiah became liable
to pay to the said Tirupatty Latchmy Narasoo
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 Doovury Vencatasoobiah
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 Tirupatty Latchmy Narasoo to pay
her the said sum of Money in the said Instrument
in Writing Specified according to the tenor and
effects of the said Instrument in Writing - And
Whereas also the said Doovury Vencatasoobiah
on the first day of September in the Year aforesaid
to wit at Madras was indebted to the said
Tirupatty Latchmy Narasoo in the sum of

Five

Third Term 1805

Five hundred Star Pagodas of lawful Current Money of Madras for divers Goods Wares and Merchandizes by the said Tempatty Latchmy Narasoo before that time sold and delivered to the said Doonury Vencata = soobiah and at his special instance and Request And being so indebted he the said Doonury Venca- = tasoobiah 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 Tempatty Latchmy Narasoo to pay to her the said Sum of Money last Mentioned when he the said Doovury Vencata = soobiah 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 the said Tempatty Latchmy Narasoo had before that time sold and delivered to the said Doovury Vencatasoobiah divers other Goods Wares and Merchandizes he the said Doovury Vencatasoobiah undertook and then and there faithfully promised the said Tempatty Latchmy Narasoo to pay to her so much

Much Money as the Last mentioned Goods Wares and Merchandizes at the time of the sale and delivery thereof to the said Doovury Vencatasoobiah as aforesaid were reasonably worth Whereuer afterwards he the said Doovury Vencatasoobiah should lee thereunto requested - And the said Temputty Lakchmy Narasoo doth aver that the Goods Wares and Merchandizes last mentioned at the time of the Sale and delivery thereof to the said Doovury Vencatasoobiah as aforesaid were reasonably worth other five hundred Star Pagodas of like Lawful Current Money of Madras to wit at Madras aforesaid whereof the said Doovury Vencatasoobiah afterwards to wit on the same day and Year last aforesaid there had Notice - And Whereas the said Doovury Vencatasoobiah afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Temputty Lakchmy Narasoo in the Sum of Five hundred Star Pagodas of like Lawful Current Money of Madras for Money by the said Temputty

Third Term 1805

Tempatty Latchmy Narasoo before Thistime Lent and
advanced to the said Doonury Vencatasoobiah and
at his Speciab instance and Request - And being
so indebted as Last aforesaid he the said Doonury
Vencatasoobiah 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 Tempatty Latchmy Narasoo to pay
to her the said Last Mentioned sum of money when
he the said Doonury Vencatasoobiah should be
thereto afterwards Requested - And whereas
the said Doonury Vencatasoobiah afterwards to wit
on the same day and Year Last aforesaid at Madras
aforesaid was indebted to the said Tempatty
Latchmy Narasoo in the further sum of Five
Hundred Star Pagodas of like Lawful Current
Money of Madras for Money by the said Tempatty
Latchmy Narasoo before Thistime Laid out
Expended and paid for the said Doonury Venca=
=tasoobiah and at his like Special instance
and Request - And being so indebted he the said
Doonury Vencatasoobiah 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 Terupatty Latchmy Narasoo to pay to her the said last mentioned Sum of Money when he the said Doovury Vencatasoobiah should see there to afterwards requested - And Whereas also the said Doovury Vencatasoobiah afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Terupatty Latchmy Narasoo in the further Sum of Five hundred Star Pagodas of like lawful Current Money of Madras for Money by the said Doovury Vencatasoobiah before that time had and received to the use of the said Terupatty Latchmy Narasoo - And being so indebted he the said Doovury Vencatasoobiah 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 Terupatty Latchmy Narasoo to pay to her the said last mentioned Sum of Money when he the said Doovury Vencatasoobiah should he

hereto afterwards requested - And whereas
the said Doovury Vencatasoobiah afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid accounted with the said Terupatty Lakshmy
Narasoo of and Concerning divers other Sums of Money
before that time due and owing from the said Doovury
Vencatasoobiah to the said Terupatty Lakshmy
Narrasoo and then being in arrear and unpaid
and upon that accounting the said Doovury Vencata=
=soobiah was then and there found to be in arrear
and indebted to the said Terupatty Lakshmy Narasoo
in the further Sum of Five hundred Star Pagodas
of like lawful Current money of Madras and being
so found in arrear and indebted he the said Doovury
Vencatasoobiah 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 Terupatty Lakshmy
Narasoo to pay to her the said last mentioned
Sum of Money when he the said Doovury Venkata
soobiah should be thereto afterwards requested

Yeh

Yet the said Doovury Vencatacoolieh not
regarding the said Several promises and under-
takings so by him in manner and form aforesaid
made but Contriving and fraudulently intending
craftily and Subtilly to Deceive and defraud the
said Tempatty Latchmy Narasoo 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 Tempatty Latchmy Narasoo (altho' so
to do, he the said Doovury Vencatacoolieh
was Requested by the said Tempatty Latchmy
Narrasoo 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 Tempatty Latchmy
Narasoo he the said Doovury Vencatacoolieh
hath hitherto wholly refused and still doth
refuse To the damage of the said Tem-
=patty Latchmy Narasoo of Five Hundred
Star Pagodas and therefore She brings her
suit &c And the said Doovury Vencata
Coolieh

Third Term 1805

and the said Doorvury Vencata Sooliah in mercy &c

And thereupon the said Lemputty Lachmy Narasoo by Daniel Neale his attorney pray 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 Doorvury Vencata Sooliah in Satisfaction of his damages - and it is granted unto him returnable here on the 18th Day of September next

Writs of C. ad. Satisfaciendum issued on the 11th Sept. 1805

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras to wit } Canacapully Vencataramanjooloo Naick puts in his place Robert Orme his attorney to prosecute against Arasore Yellapillay in a Plea of Trespass on the Case -

Fort St. George Madras to wit } The said Arasore Yellapillay in person at the Suit of the said Canacapully Vencataramanjooloo Naick Came the Plea aforesaid -

Fort St. George Madras to wit } Be it remembered that as of the Fourth Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Canacapully Vencataramanjooloo Naick by Robert Orme his attorney and brought into the said Court then there his certain Plaint against the said Arasone Yellapillay in a Plea of Trespass

Fourth Term 1805

1804 -

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 -
Plaintiff a Gentoo Ras is to say - Fort St. George Madras ss
filed 22d. October Canacapully Venkataramanjoolao Raick his Pet-
Orme his Attorney Complains of Araroone Yellapellay
being a Hindoo Inhabitant of Madras and as such
Subject to the Jurisdiction of this Honble Court
For that Whereas the said Araroone Yellapellay
heretofore to wit on the first January of Doombuly
Year of the Hindoos being the Eleventh day of
August 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 of India 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 Canacapully Venkatara-
manjoolo Raicker whereby the said Araroone

1065 Yellapellay

Yellapillay by the same and description of Arasore
Yellapillay of Madras acknowledged to have
borrowed and received of the said Canacapully
Venkataramanjooloo Naicker the Sum of Nine by
Current Star Pagodas which Sum he the said
Arasore Yellapillay did thereby engage to
repay on or before the thirteenth day of the said
Month of August or the tenth day of September
then next ensuing with Interest at the rate
of Twelve per Cent per annum By means
whereof and according to the Laws and Customs
of such Hindoo Nations the said Arasore
Yellapillay became liable to pay to the said
Canacapally Venkataramanjoolao Naicker
the said Sum of Money and Interest in the
said Note Specified according to the Tenor
and effect of the said Note and being so
liable he the said Arasore Yellapillay
in consideration thereof afterwards to wit
on the same day and year first aforesaid
at Fort Saint George Madras aforesaid
undertook

undertook and then and there faithfully promised the said Canacapally Vencata Ramanjooloo Naicker to pay him the said Sum of Money and Interest in the said Note specified according to the Tenor and effect of the said Note - And Whereas also the said Arasore Yellapillay afterwards to wit on the Eleventh day of September in the Year of Christ one thousand eight hundred and two at Fort Saint George Madras aforesaid was indebted to the said Canacapally Vencata Ramanjooloo Naicker in the Sum of Two hundred Star Pagodas of the Current Money of Madras for so much Money by the said Canacapally Vencata ramanjooloo Naicker before that time lent and advanced to the said Arasore Yellapilly and at his special instance and request and being so indebted he the said Arasore Yellapilly 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

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faithfully promised the said Canacapally Venca-
taramanjooloo Naicker to pay him the said last
mentioned Sum of Money when he the said Arasone
Yellapillay should be thereunto afterwards required
And Whereas also the said Arasone Yellapilly
afterwards to wit on the same day and Year
last aforesaid at Fort Saint George Madras
aforesaid was indebted to the said Canacapally
Venkataramanjooloo Naicker in the further
Sum of Two Hundred Star Pagodas of like
Current Money for so much Money by the said
Canacapully Venkataramanjooloo Naicker before
that time laid out Expended and paid for
the said Arasoore Yellapillay and at his
Special instance and Request - And being
so indebted he the said Arasore Yellapillay
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 Canacapally Venkatarumanjoolao Naicken to pay him the said last mentioned Sum of Money when he the said Arasone Yella= =pillay should be thereto afterwards Requested Yet the said Arasone Yellapilly 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 Canacapally Venkatarumanjoolao Naicker 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 Arasone Yellapilly was Requested by the said Canacapally Venkatarumanjoolao Naicker to wit on the same day and year last aforesaid and often afterwards to wit at Fort St. George Madras aforesaid, But the said Arasone Yellapillay to pay the same or any of them or any part thereof to the said Canacapally Venkatarumanjoolao

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Venca taraman joo loo Naicker hath hitherto wholly
refused and still doth refuse To the Damage
of the said Canacapally Venca taraman joolod Naicker
of three hundred star Pagodas and therefore
he brings Suit &c

And Now in this third Term in
the Year one thousand eight hundred and five
that is to say on the Eighteenth day of July to which
day was given as well to the said Canacapally
Venca taraman joo loo Naicker as to the said Arazore
Yellapilly and the said arazore Yellapilly
says Nothing in bar or preclusion of the said
Expartie action of the said Canacapally Venca taraman-
=joo loo Naicker by which the said Canacapally
Venca taraman joo loo Naicker remains therein
undefended against the said arazore Yella-
=pilly for which the said Canacapally Venca-
=taraman joo loo Naicker ought to recover his
damages by occasion of the Premises - and
afterwards to wit on the Thirtieth day of
the said Month of July in the Term last
aforesaid the said Court having deligently
enquired

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enquired what damages the said Canacapally Vencatarawmanjoolas Naicker 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 Canacapally Vencatarawmanjoolas Naicker hath sustained damages by occasion of the premises over and above his Costs and Charges to one Hundred and Twenty three Pagodas and twelve Fanams and for those Costs and Charges to one Hundred and Twenty Six Pagodas and thirty five Fanams Therefore it is Considered that the said Canacapally Vencataramanjoolas Naicker Recover against the said Arasone Villapilly his damages and Costs aforesaid by the Court aforesaid found and adjudged which damages Costs and Charges in the whole amount to Two Hundred and fifty Pagodas and three Fanams and the said Arasone Villapilly in Mercy &c.a And thereupon the said

Judgment signed for the Plaintiff the 12th day of September 1805

mercy

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said Canacapally Venucataraimanjoolao Naicker by Robert Orme his attorney prays a Writ of our Lord the King of Capias ad Satisfaciendum, to be directed to the Sheriff of Madras Commanding him that he cause to be taken the body of the said Arasone Yellapilly in Satisfaction of his damages - and it is granted him to him Returnable here on the 26th Day of September instant -

Writ of Ca. ad Satisfaciendum issued the 12th Day of Sept.r 1805 -

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of his Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight Hundred and five -

Fort St. George Madras } Chengleroy Moodeliar puts in his place William Light his Attorney to prosecute against James Lackett Venkata Sawmy, Kistnan, Puckallee Vencoo & Raggovaloo in a Plea of Trespass and Assault -

Fort St. George Madras } The said James Lackett, Venkata Sawmy, Kistnan Puckallee Vencoo & Raggovaloo put in their place Robert Orme at the Suit of the said Chengleroy Moodeliar in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the Vacation after the First Term in the Year one Thousand eight Hundred and five before the Supreme Court of Judicature at Madras came Chengleroy Moodeliar by William Light his Attorney and brought into the said Court then and there his Certain Plaint against James Lackett, Venkata Sawmy Kistnan Puckallee Vencoo & Raggoovaloo in a Plea of Trespass and Assault and there are Pledges for the Prosecution to wit

No 66

Plaint for an assault filed 1st March 1805

to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say, Fort St George Madras Chengleray Modelliar by William Light his attorney complains of James Lackett being an American now residing in Madras and as such a person liable to the Jurisdiction of this Honble Court and of Vencata Sawmy, Kistnan Puckallie, Vencoo and Raggovaloo Inhabitants of Madras and also subject to the Jurisdiction of this Honble Court For that the said James Lackett, Vencata Sawmy, Kistnan, Puckallie Vencoo and Raggovaloo heretofore to wit on the Eighth day of February in the Year of our Lord one thousand eight hundred and five at Madras aforesaid made an assault on the said Chengleray and beat bruised, wounded and ill treated him there so that his life was greatly despaired of and without any legal or probable Cause whatever against the Laws of the Land and against the Will of the said Chengleray then imprisoned him and kept and detained him in Custody for a long time, by means whereof the said Chengleray was during all that time hindered and prevented from following and pursuing his lawful and necessary affairs and business and

Fourth Term 1805

and was put to great trouble and inconvenience thereby
And also for that the said James Lacket Vencata
Sawmy Kistnon Puckallie, Vencoo and Raggavaloo
on the Eighth day of February in the year aforesaid
at Madras aforesaid with Force and Arms made
an Assault on the said Chingleray Modelliar and
then and there beat bruised wounded and ill
treated him so that his life was thereby greatly
despaired of and seized took and imprisoned
him and kept and detained him in Prison
there for a long Space of time to wit the
Space of three Hours then next following
without any reasonable or probable Cause
whatsoever Contrary to the Laws and Customs
of the Realm and against the Will of the said
Chingleroy and also for that the said James
Lackett, Vencata Sawmy, Kistnon, Puckallie
Vencoo and Raggavaloo on the Eighth day of
February in the Year aforesaid made another
Assault on the said Chingleroy and again beat
bruised wounded and ill treated him so that
his life was thereby greatly despaired of

and then and there did other wrongs to the said Chingleray and to the great Damage of the said Chingleray and against the Peace of our Lord the King whereupon the said Chengleray saith that he is injured and hath sustained Damage to the Value of five hundred Pagodas and therefore he brings his Suit, and so forth -

And afterwards, that is to say, on the 11th day of March, to wit, in the same Vacation of the same First Term in the same year one thousand eight hundred and five in full which day the said Nathaniel Lackett, Vencata Sawmy, Kistnon, Puckallee Vencoo and Raggoovaloo Caume to impark to the said Plaintiff and then to answer the same came as well the said Chengleray Modelliar by his attorney as the said Nathaniel Lackett, Vencata Sawmy, Kistnon, Puckallee Vencoo and Raggoovaloo by their attorney and the said Nathaniel Lackett, Vencata Sawmy, Kistnon, Puckallee Vencoo and Raggoovaloo defend the force and injury when &c and say that they are not guilty of the assault above laid to their charge in manner and form as

imparlance

Plea filed 11th March 1805

No 66

Fourth Term 1805

as the said Chengleray hath above thereof Complained
against them and of this they put themselves
upon the Court &c— And the said Chengleray
doth the like.

Issue Joined

Afterward to wit the Tenth Day of April in the Second Term
before the Justices of the Court here come the
Parties aforesaid and the said Justices having
Examined and Considered the Several allegations of
the said parties and the Depositions of witnesses
in regard thereto It appeared to the Court that
the assault in the said Plaint of the said Chengleray
Moodelian is fully proved and that the said Nathaniel
Lacatt Vencata Sawmy Kistnon Puckallie Vencoo
and Raggoovaloo are guilty of the Premises in such
Plaint charged upon them Therefore it is Considered
that the said Chengleray Moodelian Recover against
the said Nathaniel Lacatt Vencata Sawmy
Kistnon Puckallie Vencoo and Raggoonaloo
his said Damages of one Pagoda by the said
Court in form aforesaid assessed and also
Four Hundred and forty two Rupees and
four Fanams for his Costs and Charges by
him laid out in and about his Suit in
this

Judgment signed for Plaintiff 20th Sept. 1805.

No 66

Supreme Court

Record of Judgments

~~Circuit Court~~

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this behalf by the Court here adjudged to the said
Chengleray Moodeliar and with his assent and the
said Nathaniel Lacatt Vencata Sawmy Vistnow
Puchallie Vencoo and Raggavaloo in Mercy &c.

Mercy

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } John Doe on the demise of Henry Bambleman puts in his place William Light 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 Vacation after the third Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came John Doe by William Light 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 thereof to wit John Doe and Richard Roe which said Plaint follows in these words that is to say - Fort Saint George Madras

Plaint in Ejectment filed 19 August 1805 -

No 6

Madras John Doe by William Light his Attorney
Complains of Richard Roe an Inhabitant of
Madras and as such Subject to the Jurisdiction
of this Honble Court For that Whereas one
Henry Dankleman of Madras heretofore to wit on
the Twenty first day of December in the Year
one thousand eight hundred and Two and
in the Forty third Year of the Reign of our
Sovereign Lord the now King to wit at Madras
Said demised granted and to farm let to
the said John Doe Ten Messuage Ten Dwelling
Houses Ten out Houses Ten Godowns Ten Stables
Five Gardens and one hundred Cawnies of
Land Situate lying and being at Mootkaula
Palla formerly in Jamsons Garden in the Street
of Vaunea Valappan between the Ground of
Vencata Kistnama Naicken and the Street called
Pakkarao and now in the Street of Maochary
Valla Mootteo Chitty in a South line East
to the Street of Desilva West to the House
of Yarappa Naicken North to the House
of

of Coinceassa and the Ground of de tiles with the appurtenances thereunto belonging To have and to hold the said Tenements with the appurtenances to the said John Doe and his assigns from the said Twenty fires Day of December in the year aforesaid for and during and until the full end and Term of Twenty years from thence next ensuing and fully to be complete and ended by Virtue of which said Demise the said John Doe entered into the premises last aforesaid with the appurtenances and was possessed thereof until the said Richard Roe afterwards comes on the Twenty second Day of the said Month of December in the year aforesaid with force and arms &c. entered into the premises last aforesaid with the appurtenances which the said Henry Bamfleman 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

Peace of our said Lord the Now King and to the damage of the said John Doe of Two Thousand Star 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 five that is to say on the Twelfth day of September until which day was given the said Richard Roe to answer the said Plaint and then and there to answer the same came 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 premises aforesaid 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

Judgment signed for the Lessor of the Plaintiff 20th September 1805

Fourth Term 1805

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 those damages Costs and Writs of Possession Charges &c. And Thereupon the said John Doe issued the 2d. prays the writ of our Lord the King to be directed 1805 to the Sheriff of Madras to Cause him to have possession of his said Term yet to come of and in the premises aforesaid with the appurtenances and it is granted to him returnable here on the 9th day of August instant —

No 67

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George
Madras ss } Shroff Appah Moodaliar puts in his place Fownes Disney his attorney against Teruvarasoo pilly in a Plea of Trespass on the case -

Fort St. George
Madras ss } The said Teruvarasoo pilly in person at the Suit of the said Shroff Appah Moodaliar in the Plea aforesaid -

Fort St. George
Madras ss } Be it remembered that in the Vacation after the second Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Shroff Appah Moodaliar by Fownes Disney his attorney and brought into the said Court then there his Certain Plaint against Teruvarasoo pilly 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

Fourth Term 1805

Plaint in assumpsit filed 22d. July 1805 –

these words that is to say – Fort Saint George Madras ss Shroff Appah Moodaliar of Madras Inhabitant by Fownes Disney his attorney Complaining of Tenvarasoo Pilley being an Hindoo Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honble Court – For that Whereas the said Tenvarasoo pilley heretofore to wit on the Twenty fourth day of august in the Year one thousand Eight hundred and four at Madras aforesaid Made his certain Note in writing in the Malabar Language according to the Laws and Customs 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 Shroff appah Moodeliar, by which said Note he the said Tenvarasoo pillay acknowledged to have borrowed and received of the said Shroff appah Moodaliar the Sum of Two thousand five hundred and Twenty five Star Pagodas Current Money of Madras which sum he the said Tenvarasoo pillay did thereby engage to repay to the said Shroff appah Moodaliar on or before the Twenty first day of November then next with all such interest as should

or

or might become due thereon at the rate of Twelve
per Cent per annum By reason whereof and accor-
=ding to the Laws and Customs of such Hindoo Natives
of India he the said Tenuvarasoo pilla then
and there became liable to pay to the said Shroff
appah Moodaliar 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 Tenuvarasoo pillay 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
Shroff appah Moodaliar to pay him the said
Sum of Money in the said Note Contained accord-
=ing to the Tenor and effect of the said Note
And whereas the said Tenuvarasoo pillay
afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted
to the said Shroff appah Moodaliar in
other Three Thousand Star Pagodas Current
Money of Madras aforesaid for so much
Money before that time lent and advanced
to the said Tenuvarasoo pilly at his Special
instance

instance and Request and being so indebted he the said Tenmarasoo pilly in Consideration thereof afterwards to wit the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Shroff appah Moodaliar to pay him the said last mentioned Sum of Money when he should be thereunto afterwards required - And whereas also the said Tenmarasoo pillay afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Shroff appah Moodaliar in other Three thousand Star Pagodas Current Money of Madras aforesaid for so much Money by the said Tenmarasoo pilly before that time paid and received to and for the use of the said Shroff appah Moodaliar - and being so indebted he the said Tenmarasoo pillay 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 Shroff appah Moodaliar to pay him the said last

No 68. mentioned

Mentioned Sum of Money when he should be thereunto afterwards Requested - And Whereas also the said Tenmaracoo pillay afterwards to wit on the day and year last Mentioned at Madras aforesaid accounted with the said Shroff appah Moodaliar of and Concerning diverse other Sums of Money from the said Tenmaracoo pillay to the said Shroff appah Moodeliar before that time due and Owing and then and there in arrear and unpaid and upon that account the said Tenmaracoo pillay was then and there found in arrear and indebted to the said Shroff appah Moodaliar in Other Three thousand Star Pagodas And being so found in arrear and indebted he the said Tenmaracoo pilly 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 Shroff appah Moodaliar to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards Requested

Yet

Fourth Term 1805

Yet the said Tenmaraaoo pillay not regarding
the said Several promises and Undertakings
in Manner and form aforesaid Made but
Contriving and fraudulently intending craftily
and Subtilly to deceive and defraud the said
Shroff appah Moodaliar in this particular
hath not yet paid the said Several Sums
of Money or any part thereof to the said
Shroff appah Moodaliar although often
Requested so to do, but to pay the same or any
part thereof to the said Shroff appah Moodaliar
he the said Tenmaraaoo pillay hath hitherto
wholly Refused and Still doth Refuse so to do
to the said Shroff appah Moodaliar his damage
of Five thousand Star Pagodas and therefore
he Brings his suit &c

And the said Tenmaraaoo pillay comes
and defends the Wrong and injury when &c and
says that he cannot deny the said actions of
the said Shroff Appah Moodelliar nor but
that he did undertake and promise in
Manner and form as the said Shroff Appah
Moodelliar hath above thereof Complained
against him, nor but that the said Shroff

Cognovit filed on the
9th day of Sept. 1806.

No 68 Appah

Appah Moodelliar hath sustained damages by occasion of the non performance of the said Several promises and undertakings to the sum of Two Thousand nine hundred and forty five Pagodas Eleven Fanams and Twenty Cash as he the said Shroff Appah Moodelliar hath above in his said Declaration supposed and thereupon he the said Shroff Appah Moodelliar prays that he 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 he the said Shroff Appah Moodelliar recover against the said Tiruvaroor Pillay his damages aforesaid so by him in form aforesaid acknowledged and also the sum of Twenty nine Pagodas and forty one Fanams for his Costs and Charges by the Court here adjudged to the said Shroff Appah Moodelliar by his assent which damages in the whole amount to the sum of Three Thousand and Twenty five Star

Judgment signed for the Plaintiff the 27th day of Sept. 1805-

Fourth Term 1805

Mercy

Star Pagodas Seven Fanams and Twenty Cash-
and the said Tiruvaradoo Pillay in Mercy &c

And Thereupon the said Shroff appah
Modaliar by Fawns Disney his attorney prays a
writ of our Lord the King of Veri Facias to lie
directed to the Sheriff of Madras to cause him
to levy and make of the Houses, lands and other effects
belonging to the said Tiruvaradoo Pilly, the Sum
of Three thousand and Twenty five Star Pagodas
Seven Fanams and Twenty six Cash- and it is granted
unto him returnable here on the 16th day of October
next-

Writ of Execution
Issued on the 27th
September 1805

No 68

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George, Madras — Sadarangapatam Venkataraya Moodelliar puts in his place Fawnes Disney to prosecute against Tenucherapooram Tenuvarasoo Pillay in a Plea of Trespass on the Case -

Fort St. George, Madras — The said Tenucherapooram Tenuvarasoo Pillay in Person at the Suit of the said Sadarangapatnam Venkataraya Moodelliar in the Plea aforesaid -

Fort St. George, Madras — Be it remembered That in the Third Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Sadarangapatnam Venkataraya Moodelliar by Fawns Disney his attorney and brought into the said Court then there his certain Plaint against Tenucherapooram Tenuvarasoo Pillay in a Plea of Trespass on the Case and there are Pledges

Plaint in assumpsit filed 22d July 1805

Fourth Term 1805

Pledges for the prosecution, to wit John Doe and Richard Roe which said Plaints follows in these words, that is to say, Fort Saint George Madras Sadaranga =patnam Vencataraya Maddelliar of Madras Gentu=tivant by Fownes Disney his attorney complains of Tenucheraapooram Tennarasoo Pillay being an Hindoo Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honble Court For that Whereas the said Tenucheraupooram Tennarasoo Pillay heretofore to wit on the Eighth day of December in the Year one thousand eight hundred and four at Madras aforesaid made his Certain Note in Writing in the Malabar Language according to the Laws and Customs 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 Vencataraya Maadellian by which said Note he the said Tenucheraupooram Tennarasoo Pillay acknowledged to have Borrowed and received of the said Sadarangapatnam Vencataraya Maadellyan

the

the Sum of Five hundred and Sixteen Star Pagodas Current Money of Madras which Sum he the said Tenuche-=rapooram Tenuvarasoo Pillay did thereby engage to pay to the said Sadarangapatnam Venkatarayu Moodelliar in the Space of 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 Tenucherapooram Tenuvarasoo Pillay then and there became liable to pay to the said Sadarangapatnam Venkatarayu 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 Tenucherapooram Tenuvarasoo Pillay in same day and Year aforesaid at Madras aforesaid underwrote and then and there faithfully promised the said Sadarangapatnam Venkatarayu Moodelliar 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 the said Tenucherapooram Tenuvarasoo Pillay afterwards to wit on the same day and Year aforesaid at Madras

Fourth Term 1805

Madras aforesaid was indebted to the said Sadaranga=
=patnam Vencatarayu Maadellian in other Two
Hundred Star Pagodas Current Money of Madras
aforesaid for so much Money before that time lent
and advanced to the said Tenucherapooram Tenuvarasoo
Pillay at his Special instance and Request - and
being so indebted he the said Tenucherapooram
Tenuvarasoo Pillay in consideration thereof afterwards
to wit the same day and Year aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Sadarangapatnam Vencatarayu
Maadellian to pay him the said last mentioned
Sum of Money when he should be thereunto
afterwards requested And whereas also the said
Tenucherapooram Tenuvarasoo Pillay afterwards
to wit on the same day and Year aforesaid at
Madras aforesaid was indebted to the said Sada=
=rangapatnam Vencatarayu Maadellian in other
Two Hundred Star Pagodas Current Money
of Madras aforesaid for so much Money by
the said Tenucherapooram Tenuvarasoo Pillay
before that time had and received to and for
the Use of the said Sadarangapatnam Vencatarayu
Maadellian

Moodelliar and being so indebted he the said Teruchera
pooram Teruveradoo Pillay 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 Sadaranga=
=patam Venkataroya Moodelliar to pay him the said
last Mentioned Sum of Money when he should be
thereunto afterwards Requested - And whereas
also the said Teruchera pooram Teruvarasoo Pillay
afterwards to wit on the day and year last
Mentioned at Madras aforesaid accounted with
the said Sadarangapatam Venkataroya Moodelliar
of and Concerning divers other sums of Money
from the said Teruchera pooram Teruvarasoo Pillay
to the said Sadarangapatam Venkataroya Moodelliar
before that time due and owing and then and there
in arrear and unpaid and upon that account the
said Teruchera pooram Teruvarasoo Pillay was then
and there found in arrear and indebted to the said
Sadarangapatam Venkataroya Moodelliar in other
Six Hundred Star Pagodas and being so found
in arrear and indebted he the said Teruchera poo=
=ram Teruvarasoo Pillay in Consideration thereof afterwards
to wit on the day and year last Mentioned at Madras

aforesaid

aforesaid undertook and then and there faithfully promised
the said Sadarangapatnam Venkataraya Moodelliar to pay
him the said last mentioned Sum of Money when he
should be thereunto afterwards requested Yet the said
Tenucheraporam Tenvaracoo Pillay 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
Sadarangapatnam Venkataraya Moodelliar in his
particular hath not yet paid the said several Sums of
Money or any part thereof to the said Sadarangapatnam
Venkataraya Moodelliar although often requested
so to do, but to pay the same or any part thereof to
the said Sadarangapatam Venkataray Moodelliar he
the said Tenucheraporam Tenvaracoo Pillay hath
hitherto wholly refused and still doth refuse so
to do to the said Sadarangapatnam Venkataraya
Moodelliar his damage of one thousand Star Pagodas
and therefore he brings his Suit &c

Cognovit filed 9th Sept 1805 –

And the said Tenucheraporam Tenvaracoo
Pillay comes and defends the wrong and injury when
&c and says that he cannot deny the said action
of the said Sadarangapatnam Venkataraya Moodelliar
nor but that he did undertake and promise in
manner and form as the said Sadarangapatnam
Venkataraya Moodelliar hath above thereof
complained against him, nor but that the said
Sadarangapatnam

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Sadarangapatnam Vencataraya Moodelliar hath sustained damages by occasion of the Non performance of the said several promises and undertakings to the Sum of Five hundrid and Sixty one pagodas Ten fanams and Forty Cash as he the said Sadarangapatnam Vencataraya Moodelliar hath above in his said Declaration Supposed and Thereupon the said Sadarangapatnam Vencataraya Moodelliar prays that the damages so acknowledged together with his Defences and Costs said and by Him about his suits in this behalf may be adjudged to him &c.a Therefore it is considered that the said Sadarangapatnam Vencataraya Moodelliar Recover against the said Tenchetapooram Teruvarasoo Pillay his damages aforesaid so by him in form aforesaid acknowledged and also the sum of Eighty pagodas and one fanam for his costs and Charges by the Court here adjudged to the said Sadarangapatnam Vencataraya Moodelliar by his assent which damages in the whole amount to the Sum of six hundred and forty one pagodas Eleven fanams and forty Cash — and the said Tenchetapoo=ram Teruvarasoo pillay in Mercy &c.a

Judgment Signed for the Plaintiff the 27th day of September 1805

Mercy

And Thereupon the said Sadarangapatnam Vencataraya Moodelliar by Towny Pisney

Fourth Term 1805

Writ of Execution issued on the 27th Sept.r 1805

Disney his attorney prays a writ of our Lord the King, of Fieri facias, to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, and other Effects which belong to the said Teruchcrapooram Terevarasoo Pillay, the Sum of Six hundred and forty one Pagodas, eleven Fanams and forty cash - and it is granted unto him, returnable here on the 16th Day of October next -

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of his Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Madras to wit Arrakiel Dionysius puts in his place Daniel Neale his attorney to prosecute against Venkatachella Chitty in a Plea of Debt -

Madras to wit The said Venkatachella Chetty in his own proper person at the Suit of the said Arrakiel Dionysius in the Plea aforesaid -

Madras to wit Be it remembered that in the Vacation after the Second Term in the Year of Christ one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Arrakiel Dionysius by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against Venkatachella Chitty in a Plea of debt and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said

640 Fourth Term 1805

Plaint in debt filed the 13th april 1805-

said Plaint follows in these words Mas is to say Madras to wit Arratkiel Dionysius of Madras Armenian Inhabitant. by Daniel Neale his attorney Complains of Venkatachella Chitty a Hindoo Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honble Court of a Plea that he render to the said Arratkiel Dionysius one thousand one hundred and Ninety Pagodas and Ninety Decimals of the Current Money of Madras which he owes to and unjustly detains from the said Arratkiel Dionysius For that Whereas the said Venkatachella Chitty on the Twenty Ninth day of September in the Year of Christ one thousand seven hundred and Ninety Nine to wit at Madras by his Certain writing obligatory in the Armenian Language sealed with his Seal and to the Court now here Shewn the date whereof is the day and Year aforesaid

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Supreme Court

Record of Judgments

Fourth Term 1805

Roll 28th

aforesaid acknowledged himself (by the name and addition of Vencatachella Chitty the Son of ayempetuala Venkaperumal Chitty) to be held and firmly bound to the said arrakiel Dionysius in the said one thousand one hundred and thirty Pagodas and ninety decimals to be paid to the said arrakiel Dionysius when he the said Vencatachella Chitty should be thereto afterwards requested - Yet the said Vencata= =chella Chitty (although often requested &c) hath not paid the said one thousand one hundred and thirty Pagodas and ninety decimals above demanded or any part thereof to the said arrakiel Dionysius but to pay the same or any part thereof to the said arrakiel Dionysius the said Vencata= =chella Chitty hath hitherto wholly refused and still doth refuse To the damage of the said arrakiel Dionysius of one hundred Star Pagodas and therefore he brings his Suit &c.

Exparte

And now at this day (Mastiton) on

Fourth Term 1805

on the Sixteenth day of September in this Fourth Term in the Year one thousand eight hundred and five until which day the said Venkatachella Chitty had leave to impark to the said Plaintiff of the said arrakiel Dionysius and then to answer the same &c as well the said arrakiel Dionysius by his said attorney as the said Venkatachella Chitty in his own person do come before the Court here and the said Venkatachella Chitty defends the Wrong and injury when &c and says Nothing in bar or Preclusion of the said action of the said arrakiel Dionysius - whereby the said arrakiel Dionysius remains therein undefended against the said Venkatachella Chitty - and thereupon a day is given to the said arrakiel Dionysius to come before the Court and verify the Matters of his said Plaint and hear the Judgment of the Court of and upon the premises &c which day being the Nineteenth day of September in this Term comes the said arrakiel Dionysius by his said attorney and the Justices

No 70 of

of the Court here having Examined and Considered the allegations of the said arrakiel Dionysius in this behalf and the depositions of the Witnesses adduced in support thereof Do find and pronounce that the said writing obligatory in the said Plaint of the said arrakiel Dionysius mentioned is the deed of the said Vencatachella Chitty - and that the said Vencatachella Chitty doth owe to and detain from the said arrakiel Dionysius the said One Thousand one hundred and thirty Pagodas and ninety decimals in Manner and form as the said arrakiel Dionysius hath above thereof complained against the said Vencatachella Chitty - and the Justices of this Court do therefore adjudge award and order that the said arrakiel Dionysius do recover against the said Vencatachella Chitty the said sum of one Thousand one hundred and thirty Pagodas and ninety decimals - and that the said Vencatachella Chitty do pay unto the said arrakiel Dionysius for the Costs and Charges of

Judgment signed for the Plaintiff the 2d day of October 1805 -

Fourth Term 1805

of the said arratkiel Dionysius laid ours by
him a leave his Suit in this behalf the sum
of one hundred and Seven Pagodas and
nine fanams - and the said Venecatachella
Chitty in Mercy &ca

And thereupon the said Arratkiel
Dionysius by Daniel Neal his attorney prays
a Writ of our Lord the King of Fieri Facias, to
be directed to the Sheriff of Madras Commanding
him that he cause to be taken the body of
the said Vencatachella Chitty in Satisfaction
of his debt & Damages and it is granted unto
him returnable here on the 5th day of October
instant -

Ca. ad Satisfaciendum
issued on the 2d
day of Oct. 1805

No 70

Pleas before the Honble Sir Henry Gwillim Knight. one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Ss Vencatty puts in his place Fownes Disney his attorney against Joseph Coates in a plea of Trover -

Fort St. George Madras } Ss The said Joseph Coates puts in his place Robert Orme his attorney at the suit of the said Vencatty in the Plea aforesaid -

Fort St. George Madras } Ss Be it remembered that in the Vacation after the First Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Vencatty by Fownes Disney his attorney and brought into the said Court then here his certain Plaint against Joseph Coates in a Plea of Trover 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

Fourth

Fourth Term 1805

Plaint in Trover
filed 26th February
1805 -

Fort Saint George Madras ss Vencatty of Madras
Inhabitant by Townes Disney his Attorney Complains
of Joseph Coates being an Inhabitant of Madras
and as such a person liable to the jurisdiction
of this Honble Court - For that Whereas
the said Vencatty heretofore to wit - on the
First day of February in the year one thousand
eight hundred and three at Madras aforesaid
was possessed of a certain Note in writing
bearing date the Eleventh day of May in the
year one thousand and eight hundred granted
by James Reid to the said Vencatty for the payment
of the sum of one hundred and thirty pagodas
and interest, being unpaid and of the Value of
one hundred and thirty pagodas and upwards as
of his own proper Goods and Chattels and
being so possessed thereof the said Vencaby
afterwards to wit on the day and year aforesaid
at Madras aforesaid Lost the said Note
in Writing out of his hands and possession
which said Note in writing being so lost,
afterwards to wit on the day and year aforesaid

at Madras aforesaid came to the Lands and possession
of the said Joseph Coates By finding yet
the said Joseph Coates well Knowing the said
Note in writing to be the proper Goods and
Chattels of the said Vencatty and of right
to belong and appertain to him the said Vencatty
yet contriving and fraudulently intending
craftily and Subtilely to deceive and defraud
the said Vencatty in this particular / altho'
often requested hath not delivered the said
Note in writing to the said Vencatty, but
afterwards to wit on the day and Year aforesaid
at Madras aforesaid converted and disposed
of the said Note in writing to his own
use to the damage of the said Vencatty
of Two Hundred and fifty Pagodas and
therefore he brings his Suit and so forth.

imparlance

And afterwards, that is to say, on the 11th
day of March to wit in the same Vacation of the
same First Term in the same year 1805 until which
day the said Joseph Saunders Coates had leave
to imparl to the said Plaint and then to answer
the same came as well the said Vencatty by his
attorney

Fourth Term 1805

Plea Not Guilty
Issue filed 11th
March 1805.

attorney as the said Joseph Saunders Coates by his attorney. and the said Joseph Saunders Coates 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 Vencatty hath above thereof Complained against him and of this he puts himself upon the Court &c

Issue Joined

And the said Vencatty doth the like &c

And now at the Sittings after the Second Term in the said year one thousand eight hundred and five that is to say on the Ninth day of April to which day was given as well to the said Vencatty as to the said Joseph Coates to inform the Court of the Premises At which Day come as well the said Vencatty as the said Joseph Coates by their respective attorneys aforesaid And the Justices of this Court having heard the respective Allegations of the said Parties and Examined the truth thereof and duly and deliberately Considered the Evidence produced by them respectively of and upon the Madras in question between them were about to give Judgment and Sentence according to Justice and Right Whereupon the said Vencatty departed the

Court

Court and altho' solemnly called came not again but made default nor did he further prosecute his said Plaint against the said Joseph Coates Therefore it is Considered that the said Vencatty take Nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c and that the said Joseph Coates go thereof without day - And it is further Considered by the Court that the said Joseph Coates do recover against the said Vencaty Ninety three Pagodas and Eighteen Fanams for his Costs and Charges laid out by him about his defence in this behalf by the Court here adjudged to the said Joseph Coates and with his assent and that the said Joseph Coates have Execution thereof &c

Judgment of Nonsuit signed for the Defendant the 5th day of October 1805.

And Thereupon the said Joseph Coates by Robert Orme his Attorney - prays a writ of our Lord the King, of Capias ad Satisfaciendum, to be directed to the Sheriff of Madras commanding him that he cause to be taken the body of the said Vencatty in Satisfaction of his costs - and it is granted unto him returnable here on the Thirty first October instant -

Writ of Ca. ad S. issued the 17th Oct. 1805

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Oliver Colth, Joseph Baker, William Hart and Gilbert Geddes Richardson put in their place Robert Orme their attorney David Innerarity, against William Melville Gibson, William Bruce Lack and John Stevens in a Plea of Trespass on the case -

Fort St. George Madras } The said William Melville Gibson, David Innerarity, William Bruce Lack and John Stevens in person at the Suit of the said Oliver Colth, Joseph Baker William Hart and Gilbert Geddes Richardson in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Third Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Oliver Colth, Joseph Baker William Hart and Gilbert Geddes Richardson by Robert Orme their Attorney and brought into the said Court then there

Plaint in assumpsit filed 19th July 1805 –

Here their certain Plaints against William Melville Gibson, David Innerarity, William Bruce Lack and John Stevens 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 followeth in these words, that is to say, Madras to wit Oliver Coltt, Joseph Baker William Hart and Gilbert Geddes Richardson by Robert Orme their attorney Complain of William Melville Gibson David Innerarity William Bruce Lack and John Stevens being British Subjects and as such Subject to the Jurisdiction of this Honble Court For Whereas the said William Melville Gibson David Innerarity William Bruce Jack and John Stevens on the Thirteenth day of August in the Year of our Lord one thousand eight hundred and four to wit at Madras aforesaid made their Certain Note in writing commonly called Promissory Note the Proper hands of the said William Melville Gibson, David Innerarity and William Bruce Jack being thereunto subscribed by themselves and the name of the said John Stevens being thereunto Subscribed by

No 72

by the said William Bruce Jack by the authority and with the Consent of the said John Reuens bearing date the same day and Year aforesaid and then and there delivered the said Note to John Reine by which said Note the said William Melville Gibson David Inverarity William Bruce Jack and John Reuens four Months after the date thereof promised to pay to the said John Reine or order the Sum of Eight thousand seven hundred and fifty Star Pagodas Value Recieved And the said John Reine to whom or to whose Order the paymens 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 paymens 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 thereunto Subscribed By which endorsement the said John Reine ordered and appointed the said Sum of Money Specified in the said Note to be paid to the said Oliver Calb. Joseph Baker, William Hart and Gillies Geddes Richardson and Ben and there delivered

the said Note so endorsed to the said Oliver Calh
Joseph Baker William Hars and Gillers
Geddes Richardson of which said endorse-
-ment the said William Melville Gibson David
Imrarity William Bruce Jack and John
Stevens 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 William Melville Gibson David
Imrarity William Bruce Jack and John
Stevens became liable to pay to the said
Oliver Calh. Joseph Baker William Hars
and Gillers Geddes Richardson the said
Sum of Money mentioned in the said Note
according to the tenor and Effect of the
said Note and of the said endorsement
so made thereon as aforesaid and being
so liable they the said William Melville
Gibson David Imrarity William Bruce
Jack and John Stevens in Consideration
thereof afterwards to wit on the same day
and

and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Oliver Coll Joseph Baker William Hart and Gillies Geddes Richardson to pay them the said Sum of Money in the said Note mentioned according to the tenor and effect of the said note and of the said Endorsement so made thereon as aforesaid And Whereas also the said William Melville Gibson David Innerarity William Bruce Lack and John Stevens afterwards to wit on the Sixteenth day of December in the Year last aforesaid at Fort Saint George Madras aforesaid were indebted to the said Oliver Coll Joseph Baker William Hart and Gillies Geddes Richardson in the further Sum of Twelve Thousand Star Pagodas of like Current Money for so much Money by the said Oliver Coll Joseph Baker William Hart and Gillies Geddes Richardson before that time paid Laid out Expended and paid for the said William Melville Gibson David Innerarity William Bruce Lack and John Stevens and at their Special instance and Request - And being

so indebted they the said William Melville Gibson David Imrarity William Bruce Jack and John Stevens in Consideration thereof afterwards to wit on the same day and yearlast aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Oliver Colt Joseph Baker William Hart and Gilbert Geddes Richardson to pay them the said last Mentioned Sum of Money when they the said William Melville Gibson David Imrarity William Bruce Jack and John Stevens should be thereunto afterwards requested and Whereas also the said William Melville Gibson David Imrarity William Bruce Jack and John Stevens afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid were indebted to the said Oliver Colt, Joseph Baker, William Hart and Gilbert Geddes Richardson in the further Sum of Twelve Thousand Star Pagodas of like Current Money for so much Money by the said William Melville

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Melville Gibson David Innerarity William Bruce Lack and John Stevens before that time had and received to and for the Use of the said Oliver Coll. Joseph Baker William Dart and Gillies Geddes Richardson and being so indebted they the said William Melville Gibson David Innerarity William Bruce Lack and John Stevens 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 Oliver Coll Joseph Baker William Dart and Gillies Geddes Richardson to pay them the said last mentioned Sum of Money when they the said William Melville Gibson David Innerarity William Bruce Lack and John Stevens should Dee thereunto afterwards requested - And Whereas also the said William Melville Gibson David Innerarity William Bruce Lack and John Stevens afterwards to wit on the same day and Year last aforesaid at Fort Saint George aforesaid accounted with the said Oliver Coll Joseph Baker William Dart and Gillies Geddes Richardson of and Concerning divers other Sums of Money before that time due and owing from the said William Melville

No 72 Gibson

Gibson David Innerarity William Bruce Lack
and John Stevens to the said Oliver Colt Joseph
Baker William Bart and Gilbert Geddes
Richardson and then being in arrear and unpaid
and upon that accounting the said William
Melville Gibson David Innerarity William
Bruce Lack and John Stevens were then and
there found to be in arrear and indebted to the
said Oliver Colt Joseph Baker William
Bart and Gilbert Geddes Richardson in
the further Sum of Twelve Thousand Star
Pagodas of like Current Money and being
so found in arrear and indebted they the said
William Melville Gibson David Innerarity
William Bruce Lack and John Stevens 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 Oliver Colt Joseph Baker William
Bart and Gilbert Geddes Richardson to
pay them the said last mentioned Sum of
Money when they the said William Melville
Gibson, David Innerarity William
Bruce

Fourth Term 1805

Bruce Jack and John Stevens should be thereunto afterwards Required, Yet the said William Melville Gibson, David Innerarity William Bruce Jack and John Stevens 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 Oliver Colt Joseph Baker William Hart and Gillers Geddes Richardson 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 (although so to do the said William Melville Gibson David Innerarity William Bruce Jack and John Stevens have and each of them hath been Requested by the said Oliver Colt, Joseph Baker, William Hart and Gillers Geddes Richardson, to wit, on the same day and year last aforesaid and often afterwards at Fort Saint George Madras aforesaid) But the said William Melville Gibson David Innerarity William Bruce Jack and John Stevens to pay the same or any of them or any part thereof to the said Oliver Colt, Joseph Baker William Hart and Gillers Geddes Richardson have and each of them hath hitherto wholly refused and still

Ex parte

Will do and each of them will doth refuse To the Damage of the said Oliver Coll. Joseph Baker, William Hart and Gilbert Geddes Richardson of Twelve thousand Star Pagodas and therefore they bring Suit &c

And afterwards in this Third Term in the Year one Thousand eight hundred and five that is to say, on the Eighteenth day of July to which day was given as well to the said Oliver Coll. Joseph Baker William Hart and Gilbert Geddes Richardson as to the said William Melville Gibson David Innerarity William Bruce Jack and John Stevens - And the said William Melville Gibson, David Innerarity, William Bruce Jack and John Stevens say Nothing in bar or preclusion of the said action of the said Oliver Coll. Joseph Baker William Hart and Gilbert Geddes Richardson by which the said Oliver Coll. Joseph Baker William Hart and Gilbert Geddes Richardson remain therein undefended against the said William Melville Gibson David Innerarity William Bruce Jack and John Stevens for which the said Oliver Coll. Joseph Baker William Hart and Gilbert Geddes Richardson ought to recover their damages by occasion of

Fourth Term 1805

of the premises and afterwards to wit on the
sixth day of August in the Term last aforesaid the
said Court having deligently required what
damages the said Oliver Coll. Joseph Baker
William Ward and Gilbert Geddes Richardson
have sustained as well by the means aforesaid
as for their Costs and Charges by them about
their Suit in this behalf Expended did
find and adjudge that the said Oliver Coll.
Joseph Baker, William Ward and Gilbert
Geddes Richardson have sustained damages
by occasion of the premises over and above
their Costs and Charges to Nine Thousand four
hundred and Eighty six Pagodas and twenty
Fanams and for those Costs and Charges to
one hundred and twenty six Pagodas and
twenty six Fanams - Therefore it is
considered that the said Oliver Coll. Joseph
Baker, William Ward and Gilbert Geddes
Richardson recover against the said William
Melville Gibson David Innerarity William
Bruce Jack and John Reeves their damages
and Costs aforesaid by the Court aforesaid

Judgment signed for the Plaintiff the 17th day of October 1805

No 72 Fanams

Supreme Court

Record of Judgments

Fourth Term 1805

Roll 29

found and adjudged which damages Costs and Charges in the whole amount to Nine Thousand Six Hundred and Thirteen Pagodas and two Fanams And the said William Melville Gibson David Innerarity William Bruce Jack and John Stevens in Mercy &ca

mercy

And thereupon the said Oliver Colly Joseph Baker, William Hart and Gillies Geddes Richardson by their 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 Houses, Lands, Debts and other Effects which belong to the said William Melville Gibson, David Innerarity William Bruce Jack and John Stevens the Sum of Nine Thousand Six Hundred and Thirteen Pagodas and two Fanams and it is granted unto him returnable here on the 19th day of November next

Writ of Execution issued on the 19th October 1805

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Wright one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight Hundred and Five

Fort St. George, Madras } John Doe on the demise of Pendecoary Vencatachellum Chitty puts in his place Daniel Seale his attorney against Annum Ummah Widow in a plea of Trespass and Ejectment -

Fort St. George, Madras } The said Annum Ummah widow puts in her place Fawnes Disney her attorney at the Suits of the said John Doe in the Plea aforesaid.

Fort St. George, Madras } Be it remembered that on the Seventeenth day of May as of the Second Term in the Year of our Lord one Thousand eight Hundred and Five before the Supreme Court of Judicature at Madras came John Doe by Daniel Seale his attorney and brought into the said Court then there his certain Plaint against Annum Ummah, Widow, in a Plea of Trespass and Ejectment, and there are Pledges for the prosecution thereof, To wit, John Dean and Richard Fenn, which said Plaint following in these words, that is to say - Madras to wit John Doe of Madras

Plaint in Ejectment filed the 27th June 1805 -

No 73

Madras Inhabitants by Daniel Neale his attorney
Complains of Sunsum Ummah Widow a Hindoo
Inhabitants of Madras and as such a Person Subject
to the Jurisdiction of this Honble Court For Whas
Whereas Pendecoary Venkatachellum Chitty
Heretofore to wit on the Twentieth day of December
in the Year of our Lord one thousand eight Hundred
and Two had demised Granted and to Farm let
to the said John Doe two Messuages Two Tenements
Two Dwelling Houses Two Out Houses Two Yards
and Two Cawnies of Ground with the appurtenances
Situate in Pavalacaura Street Otherwise called Coral
Merchant Street in the Black Town of Madras
To have and to hold the same with the appur=
=tenances to the said John Doe and his assigns
from the Nineteenth day of December in the said Year
of our Lord one thousand Eight Hundred and
Two for and during and unto 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 annum
Ummall afterward to wit on the Twenty first
day of December in the said Year one thousand eight
hundred and Two with force and arms &c Entered
into

1073

into the Premises aforesaid with the appurtenances which the said Pendecoany Vencaitachellum Chitty demised to the said John in Manner aforesaid for the Term aforesaid which is not yet Expired and of which he the said John was then possessed and Ejected him the said John out of his said Farm and him the said John so Ejected hath Kept out and still doth Keep from his possession thereof and other Injuries to the said John then and there did Against the Peace of our Lord the King and to the Damages of the said John of one hundred Star Pagodas and therefore he brings Suit &c

and afterwards to wit in the ~~third~~ Term imparlance of the same year in the said Supreme Court of Judicature at Madras till which Term the said Avenum Ummal had leave to imparl to the said Plaint and then to answer the same, came as well the said John Doe by his said attorney, as the said Avenum Ummal by her said attorney, and the said Avenum Ummal defends the wrong and injury when &c and says that she is not guilty of the Trespass and Ejectment above laid to her charge in Manner and form as the said John Doe hath above thereof Complained against her and of this she puts herself upon the Court &ca — and the said John doth the like —

Plea filed 29. July 1805

Issue Joined

And now that is to say on the Twelfth

No 73

Twelfth day of September in this Fourth Term in the Year of
Christ one thousand eight hundred and five comes as well
the said John Doe as the said Ammum Ummall by their
respective attornies and for the trial of the issue so as
aforesaid joined between them a day is given to the
said Parties to come before the Court and make such
allegations and proofs of and upon the premises as
it shall behove them - on which day being the twenty
eighth day of September in this Term come the said John
Doe and Ammum Ummall by their respective attornies
aforesaid Whereupon the Justices of the Court here
having Examined and Considered the allegations
of the said Parties and the depositions of the
Witnesses adduced by them respectively do find
and Pronounce that the said Ammum Ummall is
guilty of the Trespass and ejectment above laid
to her charge in Manner and form as the said
John Doe hath above thereof Complained against
her - and that the said John Doe hath
sustained damages by Occasion thereof to the
Sum of five Star Pagodas besides his Costs
and Charges by him about his Suit in this
behalf Expended It is therefore Considered
and adjudged by the said Justices of the Court
here

Judgment signed for the Defendant the 17th day of Octr 1805 -

No 73

Fourth Term 1805

Lore that the said John Doe Lessee against the said Annum Ummall his said Term Yet to come of and in the Tenements aforesaid with the appurte=nances and his said Damages so as aforesaid found and the said Justices do also award and Order that the said Annum Ummall do pay unto the said John Doe for the Costs and Charges of the said John Doe laid out by him about his Suit in this behalf the Sum of one hundred and thirty one Pagodas and twenty six Fanams which said Damages Costs and Charges amount to the Sum of one hundred and thirty six Pagodas and Twenty six Fanams and let the said Annum Ummall be taken &c. and thereupon the said John Doe prays the writ of our said Lord the King to be directed to the Sheriff of Madras to cause the said John Doe to have possession of his said Term Yet to come of and in the Tenements aforesaid with the appurtenances — and it is granted to him returnable before the Justices of the Court here on the 24th day of October instant —

Writ of Possession Issued on the 17th Oct. 1805

Pleas before the Honble Sir Henry Gwillim, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras to wit } Arrakiel Dionysius puts in his place Daniel Neale his attorney against Arsappah in a Plea of debt -

Fort St. George Madras to wit } The said Arsappah puts in his place Robertsone his attorney at the Suit of the said Arrakiel Dionysius in the Plea aforesaid -

Fort St. George Madras to wit } Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and five. Before the Supreme Court of Judicature at Madras came Arrakiel Dionysius by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Arsappah in a Plea of debt and there are Pledges for the prosecution thereof, to wit, John Doe and Richard Roe, which said Plaint follows in these words - that is to say - Madras to wit - Arrakiel Dionysius

Fourth Term 1805

Dionysius of Madras Armenian Inhabitant by
Daniel Neale his Attorney Complains of Arsappah
a Hindoo Inhabitant of Madras and as such a
person Subject to the jurisdiction of this Hon'ble
Court of Pleas &c. &c. &c. That the said
Arratiel Dionysius one thousand one hundred
and Thirty Pagodas and Ninety Decimals
which he owes to and unjustly detains from
the said Arratiel Dionysius For that
Whereas the said Arsappah on the Twenty
Ninth Day of September in the Year of Christ
one thousand Seven hundred and Ninety Nine
to wit at Madras by his certain writing
obligatory in the Armenian Language Sealed
with his Seal and to the Court here shewn
the date whereof is the day and Year aforesaid
acknowledged himself (by the Name and
addition of Arsappah the Son of Triplicane Nadgy
Veera Moodelliar) to be held and firmly bound to
the said Arratiel Dionysius in the said one
thousand one hundred and thirty Pagodas and
Ninety Decimals To be paid to the said Arratiel
Dionysius when he the said Arsappah should
be

lee thereto afterwards Requested. Yet the said Arsappah (although often Requested &c) hath not paid the said one thousand one hundred and thirty Pagodas and Ninety decimals above demanded or any part thereof to the said Arrakiel Dionysius but to pay the same or any part thereof to the said Arrakiel Dionysius the said Arsappah hath hitherto wholly Refused and Still doth Refuse To the Damage of the said Arrakiel Dionysius of one hundred Star Pagodas and therefore he brings his suit &c.

and afterwards, to wit, in the imparlance fourth Term of the same Year one thousand eight hundred and five in the said Supreme Court of Judicature at Madras till which Term the said Arsappah had leave to impark to the said Plaints and then to answer the same came as well the said Arrakiel Dionysius by his attorney as the said Arsappah by his attorney, and the said arsappah defends the wrong and injury when &c and says that the said Writing obligatory in the said Plaints mentioned is not his deed and of this he puts himself upon the Court &c — And the said Arrakiel Dyonisius doth the like.

Plea filed 14th Sept 1805

And for the trial of the issue so as aforesaid

aforesaid joined between the Parties a day is given to them respectively to come before the Court and hear Judgment of and upon the premises at which day being the thirtieth day of September in this Term as well the said arrakiel Dionysius as the said arsappah by their respective Attornies aforesaid do come before the Court whereupon the Justices of this Court having Examined and Considered the several allegations of the said Parties and the depositions of the Witnesses adduced in his behalf do find and pronounce that the said writing obligatory in the said Plaint of the said arrakiel Dionysius above Mentioned is the deed of the said arsappah and that the said arsappah doth owe to and detain from the said arrakiel Dionysius the said one thousand one hundred and thirty Pagodas and Ninety decimals as the said arrakiel Dionysius hath above thereof Complained against the said arsappah - It is therefore Considered and adjudged by the said Court that the said arrakiel Dionysius do Recover against the said arsappah for his said debt and also for his Costs and Charges laid out by him about his Suit in this behalf the Sum of one hundred and eighteen Star Pagodas and eleven Fanams by the Court awarded

awarded to be paid by the said Arsappah to the said Arrakiel Dyonisius and the said Arsappah in Mercy &c

Mercy

And thereupon the said Arrakiel Dionysius by Daniel Neale 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 Arsappah in Satisfaction of his debt & damages - and it is granted unto him returnable here on the 30th Octoleen instant -

Writ of Capeas ad Satisfaciendum issued on the 18th Oct 1805

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of his Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Thomas De Fries puts in his place Emanuel Samuel and Daniel Neale his attornies against Mooperala Soobaroyaloo Braminy in a Plea of Debt -

Fort St. George Madras } The said Mooperala Soobaroyaloo Braminy puts in her place Fownes Disney at the Suit of the said Thomas Disney in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the second Term in the Year of our Lord one thousand eight hundred and five Before the Supreme Court of Judicature at Madras came Thomas De Fries by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Mooperala Soobaroyaloo Braminy in a Plea of debt and there are Pledges for the prosecution thereof to wit, John Doe and Richard Roe which said Plaint follows in these words, that is to say - Madras to wit Thomas De Fries by Emanuel

Plaint in debt on Bond filed 21st March 1805 -

No 75.

Emanuel Samuel and Daniel Neale his attornies Complains of Mooperalla Soobarayaloo Praniny being 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 Thomas three thousand two hundred and Eleven Star Pagodas, nine Fanams and seventy two cash Currant Money of Madras which he owes to and unjustly detains from the said Thomas. For that whereas the said Mooperala Soobaraya-loo on the first day of January in the year of Christ one thousand seven hundred and ninety seven 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 Thomas in the said three thousand two hundred and Eleven Star Pagodas nine Fanams and seventy two cash to be paid to the said Thomas whenever afterwards he the said Mooperala Soobarayaloo should be thereto requested - Yet the said Mooperala Soobarayaloo altho' often requested hath not paid the said three thousand two hundred and Eleven Star Pagodas nine Fanams and seventy two cash or any part thereof to the said Thomas but

to

Fourth Term 1805

to pay the same or any part thereof to him the said Thomas the said Mooperala Soobarayloo hath hitherto wholly refused and still doth refuse To the damage of the said Thomas of one Hundred Star Pagodas and therefore he brings his Suit &c

And afterwards that is to say on the Twelfth day of June in the Year of our Lord one thousand eight hundred and five, to wit, in the Vacation of the same Second Term in the same Year until which day the said Mooperala Soobarayaloo had leave to impark to the said Plaint and then to answer the same came as well the said Thomas De Fries by his attorney, as the said Mooperala Soobarayaloo, and the said Mooperala Soobarayaloo 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 — And the said Thomas de Fries doth the like —

Plea filed 12th June 1805

Issue Joined 14th Sept. 1805

And afterwards a day is given to the said Parties respectively to come before the Court and make their respective allegations and proofs of and Concerning the Matters so as aforesaid in Issue between them at which day being the Nineteenth day of September in

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in this Term comes as well the said Thomas de Fries by his said Attorney as the said Mooperala Soobarayaloo by his said Attorney. Whereupon the Justices of this Court having Examined and Considered the Several allegations of the said Parties respectively and having also Examined and Considered the Depositions of the Witnesses adduced before the Court This Court doth pronounce that the said writing obligatory in the said Plaint of the said Thomas Mentioned is the Deed of the said Mooperala Soobarayaloo and that the said Mooperala Soobarayaloo doth owe to and detain from the said Thomas the said Sum of Three Thousand two Hundred and eleven Star Pagodas Nine Fanams and Seventy two Cash above Demanded - This therefore adjudged and Considered by this Court that the said Thomas recover against the said Mooperala Soobarayaloo his said debt and this Court doth likewise award and Order that the said Mooperala Soobarayaloo do pay unto the said Thomas for his Costs and Charges laid out by him about his Suit in this behalf

Judgment Signed for Plaintiff the 18th. day of October 1805

- Re

Fourth Term 1805

The Sum of Ninety four Star Pagodas and Twenty three Fanams -

Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Adrian De Fries, John De Fries the Younger and Thomas De Fries put in their place Emanuel Samuel and Daniel Neale their attornies against Mooperaloo Soobarayaloo Braminy in a Plea of Debt -

Fort St. George Madras } The said Mooperaloo Soobarayaloo Braminy put in his place Townes Disney his attorney at the Suits of the said Adrian De Fries, John De Fries the Younger and Thomas De Fries in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and five Before the Supreme Court of Judicature at Madras came Adrian De Fries, John De Fries the Younger and Thomas de Fries by Emanuel Samuel and Daniel Neale their attorneys and brought into the said Court then here their certain Plaint against Mooperaloo Soobarayaloo Braminy in a Plea of debt and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint follows

Plaint in Debt filed 22d. March 1805 -

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follows in these words that is to say Madras to wit - Adrian De Fries, John De Fries the Younger and Thomas De Fries by Emanuel Samuel and Daniel Neale their attornies Complain of Mooperalao Soobarayalao Maminy an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honble Court of Pleas he Under to the said Adrian, John De Fries the Younger and Thomas De Fries Three Thousand Star Pagodas of the Lawful Current Money of Madras which he owes to and unjustly detains from them - For that whereas the said Mooperalao Soobarayalao heretofore to wit on the fifteenth day of April in the Year of Christ one thousand Seven hundred and Ninety five 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 one Thomas Pelling in his life time and to one John De Fries the Elder deceased in his life time (whom the said Adrian, John De Fries the Younger and Thomas De Fries have Survived) and to the said Adrian John De Fries the Younger and Thomas De Fries by the Name and description

description of Mess^rs Pelling and De Fries and
Company in the said three thousand star Pagodas
to be paid to them when he the said Mooperaloo Sooba-
-rayaloo should be thereto afterwards requested - Yet
the said Mooperaloo Soobarayaloo (altho' often requested
hath not paid the said three thousand star Pagodas
above demanded or any part thereof to the said
Thomas Pelling John De Fries the Elder, Adrian
John De Fries the Yaunger and Thomas de Fries
or to any or either of them in the life time of the
said Thomas Pelling or of the said John De Fries
the elder deceased or to the said Adrian John
De Fries the Yaunger and Thomas de Fries since
the death of the said Thomas Pelling and John
De Fries the Elder respectively - But to pay
the same to them or any or either of them the said
Mooperaloo Soobarayaloo hath hitherto wholly
refused and still doth refuse to pay the same
to the said Adrian, John De Fries the Younger
and Thomas de Fries - To the damage of
the said Adrian, John De Fries the Yaunger
and Thomas de Fries of one hundred star
Pagodas and therefore they bring their suit
&c

and afterwards that is to say
on the twelfth day of June to wit in the Vacation
of

imparlance

of the Second Term in the year aforesaid until
which day the said Mooperala Soobarayaloo had
leave to impart to the said Plaints and then to
answer the same - came as well the said Adrian
John De Fries the Younger and Thomas de Fries
by their attorney and the said Mooperalaa Soobarayaloo
Praming by his attorney and the said Mooper-
ala Soobarayala 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 Cours &c -

Plea Filed
12th June 1805

And the said Adrian de Fries, John de
Fries the Younger, and Thomas de Fries do
the like -

Issue Joined
14th Sept 1805

And afterwards a Day is given to
the said Parties respectively to come before the Cours
and make their respective Allegations and Proofs
of and Concerning the Matters so as aforesaid in
issue between them - at which day being the
Nineteenth day of September in this Fourth Term 1805
come the said Adrian John de Fries the Younger
and Thomas de Fries by their said attorney and
also comes the said Mooperaloo Soobarayaloo by
his said attorney whereupon the Justices of this
Cours having Examined and Considered the
Several

Several Allegations of the said Parties respectively and having also Examined and Considered the depositions of the Witnesses adduced before the Court - This Court doth pronounce that the said Writing obligatory in the said Plaint of the said Adrian, John de Fries the Younger and Thomas de Fries mentioned in the deed of the said Mooperaloo Soobarayaloo and that the said Mooperaloo Soobarayaloo doth owe to and detain from the said Adrian, John de Fries the Younger and Thomas de Fries the said Sum of Three Thousand Star Pagodas above demanded - It is therefore adjudged and Considered by this Court that the said Adrian, John de Fries the Younger and Thomas de Fries recover against the said Mooperaloo Soobarayaloo their said Debt and this Court doth likewise award and order that the said Mooperaloo Soobarayaloo do pay unto the said Adrian John de Fries the Younger and Thomas de Fries for their Costs and Charges laid out by them about their suit in this behalf the Sum of one hundred and five Star Pagodas and Twenty five Fanams.

D. Neale Plts Atty

Judgment signed for Plts October 18th 1805 -

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Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight hundred and five

For the St. George Madras } Vengamah widow puts in his place Daniel Neale her attorney against Buttoola Latchoomyar in a Plea of Trespass on the case -

For the St. George Madras } The said Buttoola Latchoomyar puts in his place James Sutherland his attorney at the Suit of the said Vengamah widow in the Plea aforesaid -

For the St. George Madras } Be it Remembered that on the fifth day of June as of the Second Term in the year of Christ one thousand eight hundred and five - Before the Supreme Court of Judicature at Madras came Vengamah widow by Daniel Neale her attorney and brought into the said Court then there her certain Plaint against Buttoola Latchoomyar 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 followeth in these words that is to say - Madras to wit - Vengamah widow by Daniel Neale her

Plaint in a Summons filed 6th June 1805

Her Attorney Complains of Buttoola Latchoomyar a Hindoo 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 Wherefas the said Buttoola Latchoomyar heretofore to wit on the Fifteenth day of March in the Year of our Lord one Thousand eight hundred and five at Madras was indebted to the said Vengamah in the Sum of five hundred Star Pagodas of the Current Money of Madras for Money by the said Vengamah before that time lent and advanced to the said Buttoola Latchoomyar and at his special instance and request And being so indebted he the said Buttoola Latchoomyar 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 Vengamah to pay her the said Sum of Money when he the said Buttoola Latchoomyar should be there to afterwards requested - And Wherefas the said Buttoola Latchoomyar afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Vengamah in the further Sum of Six hundred Star Pagodas of the like Current Money of Madras for Money by the

Supreme Court

Record of Judgments

Fourth Term 1805

Roll 30½

the said Vengamah before that time laid out Expended and paid for the said Buttoola Latchoomyar and at his like Special instance and Request - And being so indebted he the said Buttoola Latchoomyar 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 Vengamah to pay her the said last mentioned Sum of Money when he the said Buttoola Latchoomyar should be thereto afterwards requested - And whereas also the said Buttoola Latchoomyar afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Vengamah in the further Sum of Six hundred Star Pagodas of the like Current Money of Madras for Money by the said Buttoola Latchoomyar before that time had and received to the Use of the said Vengamah - And being so indebted he the said Buttoola Latchoomyar 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 Vengamah to pay her the said last Mentioned Sum of Money when he the said Buttoola Latchoomyar should be thereto afterwards requested - And whereas the said

said Buttoola Latchoomyar afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Vengamah of and Concerning divers other Sums of Money before that time due and owing from the said Buttoola Latchoomyar to the said Vengamah and then being in arrear and unpaid and upon that accounting the said Buttoola Latchoomyar was then and there found to be in arrear and indebted to the said Vengamah in the further sum of Six hundred Star Pagodas of the like Current Money of Madras and being so found in arrear and indebted he the said Buttoola Latchoomyar in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Vengamah to pay her the said last mentioned sum of Money when he the said Buttoola Latchoomyar should be thereto afterwards requested: Yet the Buttoola Latchoomyar 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 Vengamah in this behalf hath not yet paid the said several sums of Money or any or either of them or any part thereof

thereof to the said Vengamah (although so to do
he the said Buttoola Lakshoomyar was required
by the said Vengamah aforesaid to wit) on the
same day and year aforesaid and oftentimes
afterwards at Madras aforesaid) But to pay
the same or any part thereof, to the said Vengamah
the said Buttoola Lakshoomya hath hitherto wholly
refused and still doth refuse To the damage of
the said Vengamah of Six hundred Pagodas
and therefore she brings her Suit &c

imparlance

And afterwards that is to say, on the
eighteenth day of June to wit in the same Vacation
of the said Second Term in the same Year one thousand
eight hundred and five until which day the said
Buttoola Lakshoomyar had leave to impar to the said
Plaintiff and then to answer the same came as well
the said Vengamah Widow by her attorney as the
said Buttoola Lakshoomyar by his attorney and the
said Buttoola Lakshoomyar defends the wrong and
injury When &c and says that he did not undertake
or promise in Manner and form as the said Vengamah
hath above thereof complained against him and
of this he puts himself upon the Country &c

Plea filed 18th June 1805-

Issue Joined

And the said Vengamah doth the like-

And

And afterwards a day is given to the said Parties respectively to come before the Court and make their respective allegations and proofs of and Concerning the Matter so aforesaid in issue between them - at which day being the Twenty Sixth day of September in this Fourth Term one thousand eight hundred and five comes as well the said Vengamah as the said Buttoola Lakchoomyar by their respective attornies aforesaid Whereupon the Justices of this Court having Examined and Considered the several Allegations of the said Parties respectively and the depositions of the Witnesses adduced in this behalf Do pronounce that the said Buttoola Lakchoomyar did undertake and promise in Manner and form as the said Vengamah hath alleaged thereof Complained against him and that the said Vengamah hath sustained damage by occasion of the Non performance by the said Buttoola Lakchoomyar of those promises and Undertakings to the Sum of Three Hundred and twenty nine Star Pagodas and Twenty Six Fanams over and besides her Costs and Charges by her Laid out about her Suit in this behalf It is therefore adjudged and Considered by this Court that the said Vengamah do recover against the said Buttoola Lakchoomyar her damages aforesaid to

D. reds Atty

Judgment signed for Atty Oct 18. 1805

to the said Sum of Three Hundred and Twenty Nine Pagodas and Twenty Six Fanams and this Court doth also award and Order that the said Buttoola Lutchoomyar do pay unto the said Vengamah for her said Costs and damages the Sum of one Hundred and Twenty three Pagodas and Sixteen Fanams. which said damages Costs and Charges amount to Four Hundred and fifty two Star Pagodas and forty two Fanams - and the said Buttoola Lutchoomyar in Mercy &c

Mercy

Fourth Term 1805

Pleas before the Honble Sir Henry Guillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George
Madras } Pushpagary Soobia puts in his place William Light his attorney against Avadanum Paupiah Brahmin in a Plea of Debt -

Fort St. George
Madras } The said Avadanum Paupiah Brahmin puts in his place Towney Disney his attorney at the suit of the said Pushpagary Soobia 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 five Before the Supreme Court of Judicature at Madras came Pushpagary Soobia by William Light his Attorney and brought into the said Court then here his certain Plaint against Avadanam Paupiah Brahmin in a Plea of Debt ———— and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint

Plaint in Debt
filed October
17th 1805.

Plaint follows in these words, that is to say. Lout
Saint George Madras Pushpagary Soobiah by William
Leigh his Attorney Complains of Suadanum Paupiah
Mraminy an Inhabitant of Madras and as such
Subject to the Jurisdiction of His Honble Court
of a Plea that he renders to the said Pushpagary
Soobiah the Sum of Six Thousand Star Pagodas which
he owes to and unjustly detains from the said Pushpa-
=gary Soobiah— For that Whereas heretofore
to wit on the Thirtieth day of August which was
in the Year of Christ one Thousand eight hundred
and five at Madras aforesaid the said Suadanum
Paupiah Mraminy by his Certain writing obliga-
=tory Sealed with the Seal of the said Suadanum
Paupiah Mraminy and to the Court now here
shewn the date whereof is the day and Year
aforesaid acknowledged himself to be held
and firmly bound in the Sum of Six Thousand
Star Pagodas to be paid to the said Pushpagary
Soobiah when he the said Suadanum Paupiah
Mraminy should be thereto requested Yet
the said Suadanum Paupiah Mraminy hath
not paid to the said Pushpagary Soobiah the said
Sum of Six Thousand Star Pagodas although demanded

nor

nor any part thereof but to pay the same to the said Pushpa=gary Soobiah hath hitherto wholly refused and still refuses to the damage of the said Pushpagary Soobiah of Three thousand Star Pagodas whereupon he brings his Suit &ca

Cognovit filed Octr 17th 1805-

And the said Suadanum Paupiah Braminy by Towney Disney his attorney comes and defends the wrong and injury when &c and says that he cannot deny the said action of the said Pushpagary Soobiah nor but that the said Bond in the said Plaintiff mentioned is the Deed of the said Suadanum Paupiah Braminy nor but that he the said said Pushpagary Soobiah the said Six thousand Star Pagodas in manner and form as the said Pushpagary Soobiah hath above thereof complained against him

Judgment filed 22. Octr 1805-

Therefore it is considered that the said Pushpagary Soobiah recover against the said Suadanum Paupiah Braminy his said debt and also seventy three Pagodas and Twenty eight Fanams for his damages which he hath sustained as well by the occasion of the detaining of the said debt as for his Costs and Expended and by the Court now here adjudged to the said Pushpagary Soobiah by his assent and the said mercy Suadanum Paupiah Braminy in Mercy &c

And thereupon the said Pushpagary Soobiah

Scotch by William Light his attorney prays a writ
of our Lord the King of Fiere Facias 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 Ana-
danam Pauptiah Praiming the Sum of

Fourth Term 1805

Pleas before the Honble
Sir Henry Gwillim Knight one
of His Majestys Justices of
the Supreme Court of Judicature
at Madras of the Fourth Term
in the Year of our Lord one
Thousand eight Hundred and
five -

Fort St. George
Madras } Sake Moora Saib puts in his place Fownes
Disney his Attorney against Mootta Naicker and
Sroomuga Naicker in a Plea of Debt -

Fort St. George
Madras } The said Mootta Naicker and Sroomuga Naicker
in their own proper Person at the Suit of the said
Sake Moora Saib in the Plea aforesaid -

Fort St. George
Madras } Be it remembered that in the Vacation after
the Second Term in the Year one Thousand eight Hundred
and five Before the Supreme Court of Judicature
at Madras came Sake Moora by Fownes Disney
his Attorney and brought into the said Court then
there his Certain Plaint against Mootta Naicker
and Sroomuga Naicker in a Plea of Debt and
there are Pledges for the Prosecution thereof to

Plaint in Debt
filed 23d May
1805 -

to wit John Doe and Richard Roe which said Plaint
saith in these words, that is to say — Fort Saint George
Madras } Sake Moorat Saib of Madras Inhabitant
by Townes Disney his Attorney Complains of Mootta
Naicker and Sroomuga Naicker being Hindoo Inhabitants
of Madras and as such liable to the jurisdiction
of this Honble Court of a Plea that they render
to him the said Sake Moorat Saib one thousand
Star Pagodas which they the said Mootta Naicker and
Sroomuga Naicker owe to and unjustly detain from him
For that whereas the said Mootoo Naicker and
Sroomuga Naicker heretofore to wit on the fifth
day of June in the Year one thousand Seven hundred
and Ninety Nine at Madras aforesaid by their Certain
writing obligatory in the Malabar Language made and
executed according to the laws and Customs of such
Hindoo Nation of India sealed with the Seals of the
said Mootta Naicker and Sroomuga Naicker respec-
tively and to the Court now here shewn the date whereof
is on the day and year aforesaid acknowledged to have
borrowed and received of the said Sake Moorat Saib
the Sum of Five hundred Star Pagodas Current
Money of Madras and thereby engaged to pay the
same to the said Sake Moorat Saib on or before
the Thirtieth day of September then next ensuing
and now past with interest thereon at the rate
of

of Twelve per Cent per Annum - And the said Sake Moorat
saith in fact says that there is now due and owing to
him for principal and Interest upon the said writing
obligatory the said Sum of one thousand Star Pagodas
above Demanded - Yet the said Mootta Naicken and
Aroomuga Naicker although often requested to pay
the same have not nor hath either of them yet paid
the said Sum of one thousand Star Pagodas above
demanded or any part thereof to the said Sake Moorat
Saib, but to pay the same or any part thereof to the said
Sake Moorat saib, But the said Mootta Naicken and
Aroomooga Naicker have and each of them hath
hitherto wholly refused and still doth refuse to the
said Sake Moorat Saib his damages of one thousand
Pagodas and therefore he brings his Suit and so forth

Cognovit filed Oct.r 10.th 1805 -

And the said Mootta Naicke and Aroomoga Naick
in their own proper person come and defend the wrong and injury
when &c And say that they cannot deny the action of
the said Sake Moorat Saib, nor but that the said writing
obligatory is the Deed of them the said mootta Naick
and Aroomoga Naick Nor but that they owe to the said
Sake Moorat saib the Sum of eight hundred and
eighty one pagodas and thirty fanams above demanded
in manner and form as the said Sake Moorat saib
hath above thereof Complained against them - Therefore
it is Considered that the said Sake Moorat Saib
do recover against the said Mootta Naick and

Judgment signed the 23 Oct.r 1805 for the Pl.t

Aroomooga

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Aroomoaga Naick his said Debt and also his Lyon Pagadit and Ten Fanams for his Damages which he Hath sustained, as well on 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 now here adjudged to the said Sake Moora Saib and with his Assent - And the said Mootta Nerey Naick and Aroomoaga Naick in Mercy &c.a

Fourth Term 1805

Read before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Thomas Chase and John Chinnery put in their place Robert orme their attorney against Gopaul in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras } The said Gopaul in his proper person at the Suit of the said Thomas Chase and John Chinnery 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 Thomas Chase and John Chinnery by Robert orme their attorney and brought into the said Court then there their certain Plaint against Gopaul 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, that is to say Fort Saint George Madras ss Thomas Chase and John Chinnery who have survived Henry Sewell deceased complain of Gopaul being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court, For that Whereas the said Gopaul heretofore and in the life time of the said Henry

Plaint in assumpsit filed the 20th Sept. 1804

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to

to wit on the Twelfth day of April in the Year of our Lord one Thousand and eight Hundred at Madras aforesaid made and signed his Certain Note in writing Commonly Called a Promissory Note bearing date the day and Year aforesaid and then and there delivered the said Note to the said Thomas Henry and John by which said Note the said Gopaul Three Months after the date thereof promised to pay to the order of the said Thomas Henry and John by the Names and description of Messrs Chase Sewell and Chinnery the Sum of Four Hundred Star Pagodas with Interest at 12 p Cent p Annum for Value Received whereby and by reason of which said several premises and by force of the Statute in such case Made and provided the said Gopaul became liable to pay to the said Thomas Henry and John 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 Gopaul in Consideration thereof afterwards in the lifetime of the said Henry to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Thomas Henry and John to pay to 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 Gopaul afterwards to wit on the said Twelfth day of April in the Year aforesaid at Madras aforesaid

may

was indebted to the said Thomas Henry and John in the Sum of Six Hundred Star Pagodas of lawfull Current money of Madras For so much Money by the said Thomas Henry and John in the life time of the said Henry before that time lent and advanced to the said Gopaul and at his Speciall instance and request And being so indebted he the said Gopaul 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 Henry and John to pay them the said last mentioned Sum of Money when he the said Gopaul should be thereunto afterwards requested - And Whereas also the said Gopaul afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Thomas Henry and John in the further Sum of Six Hundred Star Pagodas of like Current Money For so much Money by the said Thomas Henry and John in the life time of the said Henry before that time laid out, Expended and paid for the said Gopaul and at his Speciall instance and request - And being so indebted he the said Gopaul 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 Henry and John to pay them the said last mentioned Sum of Money when he the said Gopaul should be thereunto afterwards requested - And Whereas also the said Gopaul afterwards to wit on the same day and year

last aforesaid at Madras aforesaid was indebted to the said Thomas Henry and John in the further Sum of Six hundred Star Pagodas of like Current Money for so much Money by the said Gopaul in the life time of the said Henry before that time had and received to and for the use of the said Thomas, Henry and John and being so indebted he the said Gopaul 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 Henry and John to pay them the said last mentioned Sum of money when he the said Gopaul should be thereunto afterwards requested - Yet the said Gopaul 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, Henry and John during the life time of the said Henry and the said Thomas and John since the decease of the said Henry in his behalf hath not yet paid the said several Sums of money or any of them or any part thereof (although to do he the said Gopaul was requested by the said Thomas Henry and John during the life time of the said Henry to wit on the same day and year last aforesaid and often afterwards by the said Thomas and John to wit at Madras aforesaid) But the said Gopaul to pay the same or any of them or any part thereof to the said Thomas Henry and John

John during the life time of the said Henry or to the said Thomas and John since the death of the said Henry or to either of them hath hitherto wholly refused and still doth refuse to the damage of the said Thomas and John of Seven hundred Star Pagodas and therefore they bring Suit &c.

Tried Exparte

And afterwards in the Third Term in the year one thousand Eight hundred and five that is to say on the Eighteenth day of July to which day was given as well to the said Thomas Chase and John Chinnery as to the said Gopaul and the said Gopaul says Nothing in bar or preclusion of the said action of the said Thomas Chase and John Chinnery by which the said Thomas Chase and John Chinnery remain therein undefended against the said Gopaul for which the said Thomas Chase and John Chinnery ought to recover their damages by occasion of the premises and afterwards to wit on the fifth day of august in the term last aforesaid the said Court having deligently enquired what damages the said Thomas Chase and John Chinnery have sustained as well by the Means aforesaid as for their costs and charges by them about their Suit in this behalf Expended do find and adjudge that the said Thomas Chase and John Chinnery have sustained damages by occasion of the Premises over and above their costs and charges to Four hundred and Thirty one Star Pagodas Nineteen fanams and Forty Cash and for those costs and charges to one hundred and Eight Star Pagodas and Twenty Eight fanams Therefore it is Considered that the said Thomas Chase and John Chinnery recover against the said Gopaul their damages and costs aforesaid

Judgment signed for Plaintiffs the 24th day of Octr 1805

aforesaid by the Court aforesaid found and adjudged which
damages Costs and Charges in the whole amount to Five
Hundred and Forty Star Pagodas three fanams and
Forty cash and the said Gopaul in mercy &c

mercy

And thereupon the said Thomas Chase and
John Chinnery by Robert orme their attorney pray the writ
of our Lord the King of Fiere Facias to be directed to the
Sheriff of Madras to cause him to levy and make of the
Goods, Lands, debts and other Effects which belong
to the said Gopaul the Sum of five hundred and forty
Pagodas three fanams and forty cash. and it is
granted unto them returnable here on the thirteenth
day of December next.

Writ of Fiere Facias issued on the 1st. of Novr. 1805

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Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of his Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five —

Fort St George Madras } Nundeambaukom Nougappa Moodeliar puts in his place Robert Orme his Attorney against Moottugraminy in a Plea of Trespass on the case —

Fort St George Madras } The said Moottugraminy in his own person at the Suit of the said Nundeambaukom Nougappa Moodeliar 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 five before the Supreme Court of Judicature at Madras came Nundeambaukom Nougappa Moodeliar by Robert Orme his Attorney and brought into the said Court then here his Certain Plaint against Moottugraminy in a Plea of Trespass on the case and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint following in these words, — that is to say, Fort St George Madras } Nundeambaukom Nougappa Moodeliar by Robert Orme his Attorney Complains of Moottugraminy being a Hindoo

In assumpsit Plaint filed 17th May 1805

No 81

Supreme Court

Record of Judgment

Fourth Term 1805

Roll 31½

Hindoo Inhabitant of Madras and as such Subject to
the Jurisdiction of this Honorable Court For Mas.
Whereas the said Moottugramany and one Venkatasha
Gramany his deceased (whom he the said Moottugra
many hath survived) heretofore to wit on the fifth
Pangoony of Caelayooky Year of the Hindoo Comes=
=ponding with the Fifteenth day of March in the Year
of Christ one Thousand Seven Hundred and Ninety
Nine at Fort Saint George Madras aforesaid according
to the Law and Customs of the Hindoos made their
Certain Note in writing in the Malabar Language
their own proper Hands being thereto Subscribed
bearing date the same day and Year aforesaid
and then and there delivered the said Note to
the said Pundaram Venkatasha Mudelier
by which said Note the said Venkatasha Graming
and the said Moottugramany by the Names and
Addition of Venkatasha Graminy and Son
Moottugramany both of them of Chinnandry Patak
acknowledged that in Consequence of their urgent
occasion they had on the day of Making the said
Note borrowed and received of the said Pundeam=
=bauKom Vaugappa Mudalier by the Name and
addition

Addition of Vandeam Ramkom Nadgappa
Modelliar of Comalaseveram Patak the Sum of
Two Hundred and Thirty four Star Pagodas and
Twenty Fanams Current Money of Madras whereof
deducting the Sum of Seventy four Pagodas and Twenty
Fanams respecting Interest the remainder Money
was one Hundred and Sixty Pagodas which Sum
with all such Interest as Should or might become
due thereon at the rate of Twelve per Cent per annum they
the said Vencatasha Gramony and the said Moottugramony
did thereby engage to repay him the said Vandeam
Ramkom Nadgappa Modelliar in different payments
viz.t the Sum of Sixty Pagodas on or before the thirtieth
day of Siddaurthy Year or Tenth august one thousand
Seven Hundred and Ninety Nine the remainder Sum of
one Hundred Pagodas on or before the thirtieth Pungoony
or Tenth April By Means whereof and by force
of the Laws and Customs of such Kindom the said
Vencatasha Gramony and Moottugramony in the
life time of the said Vencatasha Gramony became
liable to pay the said Sum of one Hundred and Sixty
Pagodas and Interest on the said Note mentioned accord-
ing to the tenor and effect of the said Note and being so liable

they the said Vencatasha Gramany and Mottugramany in Consideration thereof afterwards to wit in the Day and Year first aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Nandeam Ram Kom Nangappa Moodaliar to pay him the said Sum of one Hundred and Sixty Pagodas and Interest in the said Note mentioned according to the Tenor and Effect of the said Note. And Whereas also the said Vencatasha Gramany and Mottugramany in the Life time of the said Vencatasha Gramany afterwards to wit on the Thirtieth day of April in the Year one Thousand and eight Hundred at Fort Saint George Madras aforesaid were indebted to the said Nandeam Ram Kom Nangappa Moodaliar in the Sum of Three Hundred Star Pagodas of the Current Money of Madras for so much Money by the said Nandeam Ram Kom Nangappa Moodaliar before that time lent and advanced to the said Vencatasha Gramany and Mottugramany and at their Special instance and Request and they the said Vencatasha Gramany and Mottugramany in the Life time of the said Vencatasha Gramany in Consideration thereof aforesaid 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 Nandeam Ram Kom Nangappa Moodaliar to pay him the said last Mentioned Sum of Money when they the said Vencatasha

Fourth Term 1805

Venkatasha Graminy and Moothugramany should be thereunto afterwards Requested - and Whereas also the said Venkatasha Gramany and Mootagramany in the life time of the said Venkatasha Graminy afterwards to wit on the same day and Year last aforesaid at Fort St George Madras aforesaid were indebted to the said Nandeamkaulkom Nangappa Moodaliar in the further Sum of Three Hundred Star Pagodas of like Current Money for so much Money by the said Nandeamkaulkom Nangappa Moodaliar before that time laid out Expended and paid for the said Venkatasha Gramany and Moothugramany and at their Special instance and Request and being so indebted they the said Venkatasha Gramany and Moothugramany in the life time of the said Venkatasha 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 Nandeamkaulkom Nangappa Modelliar to pay him the said last Mentioned Sum of Money when they the said Venkatasha Graminy and Moothugramany should be thereunto afterwards Requested - and Whereas also the said Venkatasha Gramany and Moothugramany

in the life time of the said Vencatasha Gramany
afterwards to wit on the same day and year last
aforesaid at Fort Saint George Madras aforesaid
accounted with the said Nandeam Isaac Kom Nougappa
Modeliar of and Concerning diverse other sums of
Money before that time due and owing from the
said Vencatasha Gramany and Mootty gramany
to the said Nandeam Isaac Kom Nougappa Modeliar
and then being in arrear and unpaid - and upon
that Accounting the said Vencatasha Gramany
and Mootty gramany were then and there found to
be in arrear and indebted to the said Nandeam
= Isaac Kom Nougappa Modaliar in the further
Sum of Three Hundred Star Pagodas of like Current
Money and being so found in arrear and indebted
they the said Vencatasha Gramany and Mootty
Gramany 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
Nandeam Isaac Kom Nougappa Modeliar to
pay him the said last mentioned Sum of Money
when they the said Vencatasha Gramany and
Mootty gramany

Fourth Term 1805

Moottugramany should be thereunto aforesaid Requested
Yet the said Venkatasha Gramany and Moottugramany
in the life time of the said Venkatasha Gramany and
the said Moottugramany since the death of the said
Venkatasha Gramany Not regarding their said Sundry
promises and Undertakings so by them made in
Manner and form aforesaid but Contriving and frau-
dulently intending Craftily and Subtilly to deceive
and defraud the said Naudeamkam Naugappa
Moodaliar 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 Venkatasha Graming and Moottugraming
were Severally requested by the said Naudeamkam
Naugappa Moodaliar in the life time of the said
Venkatasha Gramany to wit on the same day and
year last aforesaid as was the said Moottugra-
many after the death of the said Venkatasha
Gramany to wit on the Thirty first day of
December in the Year of Christ one thousand
eight hundred and four and often afterwards
to wit at Fort St. George Madras aforesaid
But the said Venkatasha Graminy and Moottugramany

or either of them in the life time of the said Vencatasha Gramany to pay the same or any of them or any part thereof tho he said Nandrambaukom Nagappa Moodaliar have and each of them hath hitherto wholly refused and the said Moottu gramany Silo doth refuse - To the Damage of the said Nandeambaukom Naugappa Moodeliar of three hundred Star Pagodas and therefore he brings Suit &c

And afterwards in this third Term in the year one Thousand eight hundred and five that is to say on the Eighteenth day of July to which day was given as well to the said Nandeambaukom Naugappa Moodeliar as to the said Moottu Graumany and the said Moottu Graumany says nothing in bar or preclusion of the said action of the said Nandeambaukom Naugappa Moodeliar by which the said Nandeambaukom Naugappa Moodeliar remains therein undefended against the said Moottu Graumany for which the said Nandeambaukom Naugappa Moodeliar ought to recover his Damages by occasion of the premises and afterwards to wit on the Thirtieth day of the said month of July in the Term last aforesaid the said Court having diligently enquired what damages the said Nandeambaukom Naugappa 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 adjudged that the said Nandeambaukom Naugappa Moodeliar

Tried Exparte 30th July 1805

No 81.

Fourth Term 1805

Moodelliar hath sustained Damages by Occasion of the premises over and above his Costs and Charges to Two hundred and eighty six Pagodas and for those Costs and Charges to One hundred and forty two Pagodas and Thirteen Fanams Therefore it is considered that the said Nundeambaukom Naugappa Moodelliar recover against the said Moottu Graumany his Damages and Costs aforesaid by the Court aforesaid found and adjudged which damages Costs and Charges in the whole amount to Four hundred and twenty eights Pagodas and Thirteen Fanams and the said Moottu Graumany in Mercy &ca

Judgment signed for the Plt the 24h. day of October 1805

Mercy

And thereupon the said Nundeambaukom Naugappa Moodelliar by Robert Orme his attorney prays a Writt of our Lord the King, of Fiere Facias, to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, debts and other Effects which belong to the said Moottugraminy the Sum of Four hundred and Twenty eights Pagodas and thirteen Fanams - and it is granted unto him returnable here on the 7th day of November next.

Writt of Fiere Facias issued the 24th. day of Oct.r 1805

Pleas before the Honble Sir Henry Guillim Knight one of His majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five —

Fort St George Madras } Alexander Stewart puts in his place James Sutherland his attorney against William Melville Gibson in a Plea of debt —

Fort St George Madras } The said William Melville Gibson puts in his place William Leigh his attorney at the Suit of the said Alexander Stewart 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 five before the Supreme Court of Judicature at Madras came Alexander Stewart by James Sutherland his attorney and brought into the said Court then here his certain Plaint against William Melville Gibson in a Plea of debt and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint followeth in these words that is to say, Fort St George Madras Alexander Stewart by James Sutherland his attorney Complaining of William Melville Gibson being a British Subject

In Debt
Plaint filed 26th Oct. 1805

No 82

Fourth Term 1805

Subject and as such a person liable to the Jurisdiction
of this Honble Court of a Plea that he render to the
said Alexander Forty Thousand Star Pagodas Current
Money of Madras which he owes to and unjustly
detains from him. For that Whereas the said
William Melville heretofore to wit on the first
day of January in the year of our Lord one Thousand
Eight Hundred at Madras aforesaid by his certain
writing obligatory Sealed with the Seal of him the
said William Melville 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 Alexander (by
the Name and discription of Alexander Stewart
of Madras aforesaid Gentleman) in the Sum of
Forty Thousand Star Pagodas to be paid to the
said Alexander when he the said William Melville
should be thereto afterwards requested Yet
the said William Melville (altho often requested)
hath not paid the said Sum of Forty Thousand
Star Pagodas or any part thereof to the said Alexander
but to pay the same or any part thereof to the said
Alexander he the said William Melville hath
wholly refused and still doth refuse to the
damage of the said Alexander of Three Hundred
Pagodas and therefore he brings Suit &c

And

Judgment by Confession upon warrant of attorney

And the said William Melville 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 Alexander by which the said Alexander remains thereon undefended against him

Judgment signed for the Plaintiff the 26th day of October 1805

Therefore the said William Melville - it is Considered that the said Alexander recover against the said William Melville his said debt and also one hundred and Eighty five Rupees and six 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 now here adjudged to the said Alexander by his assent and the said William Melville in Mercy &c

mercy

And thereupon the said Alexander sewars by James Sutherland his attorney [illegible] the writ of our Lord the King of Five Facias, to be directed to the Sheriff of Madras to cause him to levy and make of the Goods, Lands, debts and other Effects which belong to the

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Fourth Term 1805

The said William Melville Gibson the Surveyor

Pleas before the Honble Sir Henry Gwillim Knight one of His majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St George } Madduranaigum Pillay puts in his place Fownes
Madras } Disney his attorney against Nulla Peromall Pillay in a Plea of Trespass on the case -

Fort St George } The said Nullaperomall Pillay puts in his place
Madras } William Light his attorney, at the suit of the said Madduranaigum Pillay in the Plea aforesaid -

Fort St George } Be it remembered that in the First Term in the Year
Madras } one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Madduranaigum Pillay by Fownes Disney his attorney and brought into the said Court then here his certain Plaint against Nullaperomall Pillay in a Plea of Trespass on the case and there are Pledges for the Prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words that is to say - Fort Saint George Madras ss Madduranaigum Pillay of Madras Inhabitant by Fownes Disney his attorney complains of Nulla Peromall Pillay being

Plaint in assumpsit filed 5th February 1805 -

being an Hindoo Inhabitant of Madras and as such a
Person Subject to the jurisdiction of this Honble Court
For that whereas the said Nulla peromall pillay
heretofore to wit on the Thirty first day of January in
the Year one thousand eight Hundred and five at Madras
aforesaid was indebted to the said Madura Naigum
Pillay in the sum of Eight Hundred and Forty eight
Pagodas Twenty four Fanams and Twenty one cash
Current Money of Madras aforesaid for so much money
by the said Maduranaigum Pillay before that time
lent and advanced to the said Nulla peromall pillay
at his special instance and request - And being
so indebted the said Nulla peromall pillay in
consideration thereof afterwards to wit the same
day and year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Madu-
ranaigum Pillay to pay him the aforementioned sum
of money when he should be thereunto afterwards
requested - And whereas also the said Nulla
Peromall Pillay afterwards to wit on the same day
and year aforesaid at Madras aforesaid was indebted
to the said Maduranaigum Pillay in other sum of
Eight Hundred and forty eight Pagoda Twenty four
Fanams and Twenty one cash Current Money of
Madras aforesaid for so much Money by the said
Nulla peromall Pillay before that time had and

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received to and for the use of the said Maduranaigum
Pillay - and being so indebted he, the said Nulla
Peromall 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 Maduranaigum Pillay
to pay him the said sum of Money aforementioned when
he should be thereunto afterwards requested -
And whereas also the said Nulla Peromall
Pillay afterwards to wit on the day and Year
last mentioned at Madras aforesaid accounted
with the said Maduranaigum Pillay of and
Concerning divers sums of Money from the said
Nulla Peromall Pillay to the said Maduranaigum
Pillay before that time due and owing and then
and there in arrear and unpaid and upon that
account the said Nulla Peromall Pillay was
then and there found in arrear and indebted to the said Madura
naigum Pillay in the Sum of Eight Hundred and
forty eight Pagodas Twenty four Fanams and
Twenty one Cash of like Lawful Money aforesaid
and being so found in arrear the said Nulla Peromall
Pillay in Consideration thereof afterwards to wit
on the day and Year last mentioned at Madras
aforesaid undertook and then and there faithfully
promised to pay him the said last mentioned sum
of Money when he should be thereunto afterwards
requested

No 83.

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Requested Yet he said Nullaperomall Pillay not regarding his said several promises and Undertaking in Manner and form aforesaid made but contriving and fraudulently intending craftilly and Subtilly to deceive and defraud the said Madura Naigum Pillay in this particular hath not yet paid the said several sums of Money or any part thereof to the said Maduranaigum Pillay although often requested to do, but to pay the same or any part thereof to him, he the said Nullaperomall Pillay hath hitherto wholly refused and still doth refuse to the said Maduranaigum Pillay his damage of one thousand and five hundred Pagodas and therefore he brings his suit and so forth -

imparlance

And afterwards to wit in the Second Term of the said Year in the said Supreme Court of Judicature at Madras till which term the said Nullaperomall Pillay had leave to imparl to the said Plaint and then to answer the same came as well the said Madura Naigum Pillay by his Attorney and the said Nullaperomall Pillay by his attorney and the said Nullaperomall pillay defends the wrong and injury when &c and says that he did not undertake or promise in Manner and form as the said Madaranaigum Pillay hath above thereof Complained against him and of this he puts himself

Plea filed 26th March 1805

Issue Joined Himself upon the Court &c^a — And the said Madaranaigum Pillay doth the like &c.

And Now in this Third Term, that is to say on the Seventh day of August in the Year one Thousand eight Hundred and five to which day was given as well to the said Madura Naigum Pillay as to the said Nulla Peromall Pillay 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 Nulla Peromall Pillay did undertake and promise in manner and form as the said Madura Naigum Pillay hath in his said Plaint in that behalf therein alledged, and the damages of the said Madura Naigum Pillay by occasion of the not performing the promises and undertakings in the said Plaint of the said Madura Naigum Pillay mentioned besides his Costs and Charges by him about his suit in this behalf Expended to six Hundred and seven Pagodas Twenty four Fanams and Twenty one Cash Therefore it is Ordered that the said Madura Naigum Pillay do recover against the said Nulla

Judgment signed for the Plaintiff the 29th day of October 1805.

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Fourth Term 1805

Nulla peromall pillay his damages aforesaid in form aforesaid assessed and also the sum of one hundred and Ninety seven pagodas and Seventeen Fanams for his said Costs and Charges by the said Court now here adjudged to the said Madura Naigum pillay with his assent, which said damages Costs and Charges in the whole amount to the sum of eight hundred and four pagodas, Forty one Fanams and Twenty one cash and that he have Execution thereof. and the said Nulla peromall in mercy &c.

mercy

And thereupon the said Maduranaigum pillay by Townes Disney 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 Nulla peromall pillay in Satisfaction of his damages - and it is granted unto him returnable here on the first day of November next.

Writ of Cap: ad Sat: issued the 19 day of Octr 1805

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Pleas before the Honble Sir Henry Gwillim Knight one of His majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eights Hundred and five -

Fort St George Madras - } Iyaloo Naig puts in his place Robert Orme his attorney against Singary Pauyah Moodelliar in a Plea of Trespass on the Case -

Fort St George Madras - } The said Singary Pauyah Moodelliar in person at the suit of the said Iyaloo Naig in the Plea aforesaid

Fort St George Madras - } Be it remembered that as of the Thirty first day of December in the Vacation after the Fourth Term in the Year of our Lord one thousand eights Hundred and three before the Supreme Court of Judicature at Madras came Iyaloo Naig by Robert Orme his attorney and brought into the said Court then there his certain Plaint against Singary Pauyah Moodelliar 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

Plaint in assumpsit filed 21. January 1804

Fort Saint George Madras ss Iyaloo Naig by Robert Orme his attorney complains of Singary

No 84

Fourth Term 1805

Singary Paupah Moodelliar being an Hindoo Inhabi-tant of Madras and as such Subject to the Jurisdiction of this Honble Court For that Whereas the said Singary Paupiah Moodelliar heretofore to wit on the First day of October in the year of Christ one Thousand eight Hundred and Three at Madras aforesaid according to the Laws and Customs of the Hindoo Natives of India 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 Locasawmy by which said Note the said Singary Paupah Moodelliar by the Name of Sg Paupah acknowledged to have borrowed and received from the said Locasawmy the Sum of Four Hundred and Fifty star Pagodas which he the said Singary Paupah Moodliar promised to pay him the said Locasawmy or order on or before the fifteenth day of November then next ensuing with Interest at the rate of ten per Cent per annum And the said Loca Sawmy 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

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the

Supreme Court

Record of Judgments

Fourth Term 1805

Roll 32.

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 first aforesaid at Madras aforesaid indorsed the said Note his own proper hand being thereon subscribed by which indorsement he the said Locasawmy ordered and appointed the said Sum of Money Specified in the said Note to be paid to the said Iyaloo Naig and then and there delivered the said Note so indorsed to the said Iyaloo Naig of which said Indorsement the said Singany Paupah Moodelliar afterwards to wit on the day and Year first aforesaid at Madras aforesaid had Notice By reason whereof and by force of the Laws and Customs of such Hindoo Natives of India the said Singany Paupah Moodelliar then and there became liable to pay to the said Iyaloo Naig the said Sum of Money mentioned in the said Note with Interest thereon after the rate aforesaid according to the Tenor and effect of the said Note and of the said Indorse= =ment so made thereon as aforesaid and being so liable he the said Singany Paupah Moodelliar in Consideration thereof afterwards to wit on the same day and Year first aforesaid at Madras

Madras aforesaid undertook and then and there faith-
fully promised the said Iyalo Naig to pay him
the said Sum of Money Mentioned in the said Note
with Interest thereon after the rate aforesaid 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 Singary Paupah
Moodelliar afterwards to wit on the said Eighteenth
day of November in the Year last aforesaid at
Madras aforesaid was indebted to the said Iyaloo —
Naig in the Sum of Six Hundred Star Pagodas
of the Current Money of Madras for so much Money
by the said Iyaloo Naig before that time laid
out Expended and paid for the said Singary
Paupah Moodelliar and at his Special instance
and Request And being so indebted he the said
Singary Paupah 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 Iyaloo Naig to pay him the said last
mentioned Sum of Money when he the said
Singary Paupah Moodeliar should be
thereunto afterwards requested — And

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Whereas

Whereas also the s.d Singary Paupah Maodeliar after-
=wards to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said Iyaloo
Naig in the further Sum of Six hundred Star-
Pagodas of like Current Money for so much money
by the said Singary Paupah Maodeliar before
that time had and received to and for the use of the
said Iyaloo Naig - And being so indebted he
the said Singary Paupah Maodeliar in Consideration
thereof afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid, under-
=took and then and there faithfully promised the
said Iyaloo Naig to pay him the said last mention-
=ed Sum of Money when he the said Singary Paupah
Maodeliar should be thereunto afterwards e-
=quested Yet the said Singary Paupah Maodeliar
not regarding his said Several promises and
Undertakings so by him made in Manner
and form aforesaid but Contriving and fraudu-
=lently intending craftily and subtilly to
deceive and defraud the said Iyaloo Naig
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

Singary

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Singary Paupah Moodeliar was requested by the said Iyaloo Naig to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid But the said Singary Paupah Moodeliar to pay the same or any of them or any part thereof to the said Iyaloo Naig hath hitherto wholly refused and still doth refuse To the Damage of the said Iyaloo Naig of Seven hundred Star Pagodas and therefore he brings Suit &c

And afterwards in the third Term in the year one thousand eight hundred and five Viz to say on the Eighteenth day of July to which day was given as well to the said Iyaloo Naig as to the said Singary Paupah Moodeliar and the said Singary Paupah Moodeliar and the in bar or preclusion of the said action of the said Iyaloo Naig by which the said Iyaloo Naig remains therein undefended against the said Singary Paupah Moodeliar for which the said Iyaloo Naig ought to recover his damages by occasion of the Premises, and afterwards to wit on the Nineteenth day of July in the Term last aforesaid the said Court having deliberately enquired what damages the said Iyaloo Naig hath sustained as well by the means aforesaid

Trial Inparte

No 84

aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended do find and adjudge that the said Lyaloo naig hath sustained Damage by occasion of the Premises over and above his Costs and Charges to Five hundred and forty one Star Pagodas Thirty Seven Fanams and Forty Cash and for those Costs and Charges to one hundred and Twenty three Star Pagodas and Twenty two Fanams Therefore it is considered that the said Lyaloo Naig recover against the said Singary Paupah Maodelliar his Damages and Costs aforesaid by the Court aforesaid found and adjudged which damages, Costs and Charges in the whole amount to six hundred and Sixty five Star Pagodas Fifteen Fanams and forty cash

Judgment signed for the Plaintiff the 1st. day of Novr. 1805.

and the said Singary Paupah Maodeliar in mercy &c. And thereupon the said Lyaloo naig by Robert Orme his Attorney prays a writ of our Lord the King of Capias ad Satisfaciendum, to be directed to the Sheriff of Madras Commanding him that he cause to be taken the body of the said Singary Paupah Maodelly in Satisfaction of his Damages and it is granted unto him returnable Hereon the 2nd day of January 1806

mercy

Writ of Ca ad Sa. issued the 1st. day of Novr. 1805.

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Fourth Term 1805

Pleas before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St George Madras } Byhepauty Venkiah puts in his place Townes Disney his attorney against Ahomed Aley Cawn a Mahomedan Inhabitant of Madras in a Plea of Debt -

Fort St George Madras } The said Ahomed Aley Cawn puts in his place Daniel Neale his attorney at the Suit of the said Byhepauty Venkiah in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Vacation after the second Term in the Year one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Byhepauty Venkiah by Townes Disney his attorney and brought into the said Court then there his certain Plaint against Ahomed Aley Cawn in a Plea of debt - and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint followes in these words that is to say

Plaint in debt filed 26th April 1805 -

Fort Saint George Madras ss Byhepauty Venkiah of Madras Inhabitant by Townes Disney his attorney Complains of Ahamed Aley Cawn a Mahomedan Inhabitant of Madras and as such a person Subject to the jurisdiction of this Honble Court of a Plea that he render unto him

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him the said Bykepauky Venkiah the sum of Five Thousand four hundred Pagodas which he the said Ahomed Aley Cawn owes to and unjustly detains from him for as Whereas the said Ahomed Aley Cawn on the Twenty first day of May in the Year of Christ one Thousand seven hundred and eighty one to wit at Madras aforesaid by his certain writing obligatory sealed with the Seal of the said Ahomed Aley Cawn & 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 Bykepauky Venkiah in the penal sum of Two Thousand and seven hundred Star Pagodas Current Money of Madras (parcel of the said sum of Five Thousand and four hundred Pagodas as above demanded) to be paid to the said Bykepauky Venkiah when he the said Ahomed Aley Cawn should be thereto afterwards requested - And Whereas also the said Ahamed Aley Cawn afterwards to wit on the day and Year aforesaid at Fort Saint George Madras aforesaid borrowed of the said Bykepauky Venkiah a large Sum of Money to wit the further Sum of other Two Thousand and seven hundred Pagodas of like Current Money of Madras residue of the said sum of Five Thousand and four hundred pagodas above demanded to be paid to the said Bykepauky Venkiah when he the said Ahamad Aley Cawn should be thereto afterwards requested - Nevertheless the

the said Shamed Aley Cawn although often requested hath not yet paid the said sum of three thousand four hundred pagodas above demanded or any part thereof to the said Bytepauty Venkiah, but to pay the same or any part thereof to the said Bytepauty Venkiah he the said Shamed Aley Cawn hath hitherto altogether refused and still doth refuse to pay the same to the said Bytepauty Venkiah his damage of seven thousand star Pagodas and therefore he brings his suit &c.

And afterwards that is to say on

importance the Tenth day of June in the same year one thousand eight hundred and five to wit in the same Vacation of the same Second Term of the said Year until which day the said Shamed aley Cawn had leave to impare to the said Plaint and then to answer the same came as well the said Bytepauty Venkiah by his

Plea filed 10. June 1805- attorney as the said Shamed aley Cawn by his attorney and the said Shamed aley Cawn defends the wrong and injury when &c and Craves Oyer of the said writing obligatory in the said Plaint mentioned and it is read to him in these words (to wit) "Know all Men by these Presents "that I Shamad aley Cawn of Madras Inhabitant "am held and firmly bound unto Byty Pauky Venkiah "of the same Place in the Penal Sum of Two thousand "and Seven hundred Current Pagodas to the payment "whereof well and truly to be made to the said Byty

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" Pauly Venkiah his Heirs Executors Administrators
" or assigns I do hereby bind myself my Heirs Execu-
" tors and Administrators firmly by these Presents
" In Witness whereof I have hereunto Set my hand
" and Seal in Fort Saint George this Twenty first day of
" May in the year one thousand seven hundred and Eighty
" one." And the said Ahamad aley Cawn also Causes upon
" of the Condition of the said writing obligatory and it
" is read to him in these words (Viz.) " Whereas the
" above bound Ahamed Aley Cawn hath borrowed &
" received of the above named Byby Pauly Venkiah the
" Sum and just sum of one thousand three hundred
" and fifty Current Pagodas to run at interest at
" the rate of Twelve per Cent per annum Payable
" on Demand." Now the Condition of this obligation
" is such, that if the above bound Ahamed aley Cawn
" his Heirs Executors Administrators or assigns,
" shall well and truly pay or cause to be Paid unto
" the said Byby Pauly Venkiah his Heirs Executors
" Administrators or assigns, the Sum and just Sum of
" one thousand three hundred and fifty Current
" Pagodas together with such Interest as shall on
" may become due thereupon then this obligation
" to be void and of no Effect, otherwise to Continue
" in full Force and Virtue." Which being
read and heard the said Ahamed aley Cawn
says

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Says that he ought not to be charged with the said
Debt above demanded by reason of the said writing
obligatory because he Says that the said writing obligatory
is not the deed of him the said Ahamad aley Cawn
And this he prays may be inquired of by the Court
And for further plea in this behalf by leave of the
Court for that purpose first had and obtained
according to the form of the Statute in such Case made
and provided the said Ahamad aley Cawn Says
that the said Bytepauty Venkiar ought not to have
or maintain his aforesaid action against him the said
Ahamed aleycawn because he says that after the making
of the said writing obligatory and before the preferring
of the Plaint of the said Bytepauty Venkiar against
him the said ahamad aley Cawn in this behalf to wit
on the Twenty first day of May in the Year of Christ
one thousand seven hundred and eighty two at
Madras the said Bytepauty Venkiar did demand of
and from him the said ahamad aley Cawn payment
of the said Sum of Money in the said Condition of the
said writing obligatory mentioned and of the Interest
which was then due for the same - and that on the
same day and year last aforesaid at Madras aforesaid
and upon and at the time of such demand thereof
made the said ahamad aley Cawn did say unto

the

the said Byleparuby Venkiar the said Sum of Money in the said Condition of the said writing obligatory mentioned and all Interest thein due for the same according to the tenor form and effect of the said Condition And this he the said Ahamad aley Cawn is ready to verify - Wherefore he prays judgment if the said Byleparuby Venkiar ought to have or maintain his aforesaid action thereof against him the said Ahamad Aley Cawn &c and for a further Plea in this behalf the said Ahamad aley Cawn by like leave of the Court for this purpose first had and obtained according to the form of the Statute in such Case made and provided says that the said Byleparuby Venkiar ought not to have or maintain his aforesaid action against him the said Ahamed aley Cawn because he says that after the Making of the said writing obligatory and before the Commencing of the Plaint of the said Byleparuby Venkiar against him the said Ahamad aley Cawn in this behalf to wit on the said Twenty first day of May in the Year of Christ one thousand seven hundred and eighty two at Madras the said Byleparuby Venkiar did demand of and from him the said Ahamed aley Cawn payment of the said Sum of Money in the said Condition of the said writing obligatory Mentioned and of the Interest which was then

then due for the same and that after the day and time of such demand as last aforesaid and before the suffering of the said Plaint of the said Byde= -pauky Venkiah in his behalf to wit on the twenty first day of May in the Year of Christ one thousand and eight hundred at Madras the said Ahamed aley Cawn did pay unto the said Bydepauky Venkiah the said Sum of Money in the said Condition of the said Writing obligatory Mentioned and also all Interest which on the day and Year last aforesaid had accrued and was due for the same according to the form of the Statute in such Case Made and provided and this he the said Ahamad aley Cawn is ready to verify Wherefore he pray judgment if the said Bydepauky Venkiah ought to have or Maintain his aforesaid action thereof against him &c.

And afterwards to wit in the third Term of the said Year one thousand eight hundred and five in the said Supreme Court of Judicature at Madras came the Parties aforesaid by their attornies aforesaid and thereupon the said Bydepauky Venkiah Mraniey saith as to the said Plea of the said Ahamed Alley Khawn by him first above pleaded in bar and whereof he hath put himself upon the Court. Has he the said Bydepauky Venkiah Mraniey doth the like - And as to the said Plea by the said Ahamed Alley Khawn by him above secondly pleaded in bar the said Bydepauky Venkiah

Replication filed 1st augusi 1805

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Venkiah Braminy saith that he by reason of any thing in that Plea alledged ought not to be barred from having his aforesaid action thereof maintained against him because he says that the said Shamed Ally Khawn did not pay unto the said Bydepauky Venkiah Braminy the said Sum of Money in the said Condition of the said writing obligatory Mentioned with the interest due for the same according to the tenor form and effect of the said Condition as the said Shamed Ally Khawn hath in his said last mentioned Plea alledged And this he prays may be inquired of by the Court and the said Shamed ally Khawn doth the like And as to the said Plea by the said shamed ally Khawn by him thirdly above pleaded in bar the said Bydepauky Venkiah Braminy saith that he by reason of any thing in that Plea alledged ought not to be barred from having his aforesaid action thereof maintained against him because he saith that the said Shamed Ally Khawn did not pay to the said Bydepauky Venkiah Braminy the said Sum of Money in the Condition of the said writing obligatory mentioned together with the interest due for the same according to the form of the Statute in such Case made and provided as the said Shamed Ally Khawn hath in his said last mentioned Plea alledged, and this the said Bydepauky Venkiah Braminy prays may be inquired of by the Court - And the said

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Shamed ally Khawn doth the like &c.

And now in this third Term, that is to say, on the Sixth day of august in the Year one thousand eight hundred and five to which day was given as well to the said Bydepauty Venkiah Braminy as to the said Shamed Aley Cawn to inform the Court of the premises at which day Come before the Court as well the said Bydepauty Venkiah Braminy by his attorney aforesaid as the said Shamed Aley Cawn by his attorney aforesaid and thereupon all and Singular the premises being seen and duly and deliberately Considered as to the first Issue joined between the said Bydepauty Venkiah Braminy and the said Shamed Aley Cawn the said Court say that the said writing obligatory in the said Plaint of the said Bydepauty Venkiah Braminy above Mentioned is the Deed of the said Shamed Aley Cawn as the said Bydepauty Venkiah Braminy hath in his said Plaint in that behalf therein alledged and as to the second Issue joined between the said Bydepauty Venkiah Braminy and the said Shamed Aley Cawn the said Court say that the said Shamed Aley Cawn did not pay unto the said Bydepauty Venkiah Braminy the said sum of Money in the said Condition of the said writing obligatory Mentioned with the interest due for the same according to the tenor form and effect

of

of the said Condition of the said writing obligatory aforesaid
Judgment signed for the Plaintiff the first day of Novr 1805 — Therefore it is Considered that the said Byde Pauky Venkiah Pramey do recover against the said Ahamed Aley Cawn his said debt and also the sum of one hundred and eighty two Pagodas and Twenty Six Fanams for his damages which he hath sustained as well on occasion of the detaining of the said debt as for his Costs and Charges by him about his suit in this behalf Expended, by the Court now here adjudged to the said Bydepauky Venkiah Pramey and with his assent, and let the said Ahamed Aley Cawn in asmuch as he has denied his deed be taken &c.

And thereupon the said Bydepauky Venkiah by Jaames Diney his attorney prays a writ of our Lord the King, of Capias ad Satisfaciendum, to be directed to the Sheriff of Madras Commanding him that he Cause to be taken the body of the said Ahamed Aley Cawn in Satisfaction of his debt & damages and it is granted unto him returnable here on the Eleventh day of December Instant —

Writ of Ca ad Sad. issued the 4th day of Decr 1805

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Fourth Term 1805

Read before the Honble Sir Henry Gwillim Hugh. one of his Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year of our Lord one thousand eight hundred and five -

Fort St George Madras } Myla Moota pillay puts in his place Fownes Disney his Attorney against Collatoor Vencatachellum and Areedau= =soo Lalaw in a Plea of Trespass on the Case on promises

Fort St George Madras } The said Collatoor Vencatachellum and Areedauseo Lalaw in their person at the suit of the said Myla Moota pillay 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 Myla Moota pillay by Fownes Disney his Attorney and brought into the said Court then there his certain Plaint against Collatoor Vencatachellum and Areedauseo Lalaw 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 followeth in these words that is to say. Fort Saint George Madras ss Myla Moota pillay of Madras Inhabitant. by Fownes Disney his attorney Complains of Collatoor Vencatachellum and Areedauseo Lalaw being Hindoo Inhabitants of Madras and as such liable to the jurisdiction of

Plaint in assumpsit filed 15th Oct 1804

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of his Humble Cours - For that whereas the said
Collatoor Venecatachellum (by the Name and discription
of C N Venecatachellum) and Dee=
=dasoo Salaw heretofore to wit on the Seventeenth day
of July in the Year of our Lord one thousand eight
hundred and four at Madras aforesaid made their
Certain Note in writing in the English Language
(Commonly Called a Promissory Note,) subscribed
with their own proper Hands respectively bearing
date the day and year aforesaid, and then and
there delivered the said Note to one Swadanum
Paupiah Mauny and thereby promised to pay to
the said Swadanum Paupiah Mauny or order
the sum of Four hundred and Twenty Star Pagodas
one Month after date, for Value Received together
with Interest at the rate of Twelve per Cent
per Annum and the said Swadanum Paupiah Mauny
to whom or whose order the payment of the said
Sum of Money contained in the said Note which
was made after the Making the said Note, and
before the payment of the said sum of Money
Contained in the said Note, or of any part thereof
and also before the said time appointed by the
said Note for the payment thereof to wit on
the same day and Year aforesaid at Madras
aforesaid indorsed the said Note, his own proper
Hand

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hand being thereto subscribed and by that indorsement he the said Ruadanum Paupeah Mooney appointed the Contents of the said Note not paid to the said Myla Moota pillay and then and there delivered the said Note so indorsed to the said Myla Moota Pillay of which said indorsement so made as aforesaid they the said Callatoor Vencatachellum and Areedaneoo Lalaw afterwards to wit on the same day and year aforesaid at Madras aforesaid had notice. by reason whereof and according to the Laws and Customs of such Hindoo Natives of India they the said Callatoor Vencatachellum and Areedaneoo Lalaw became liable to pay to the said Myla Moota pillay the said sum of Money Contained in the said Note. according to the tenor and Effect of the said Note. and the said indorsement so made thereon as aforesaid they the said Callatoor Vencatachellum and Areedaneoo Lalaw in Consideration thereof afterwards to wit, the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Myla Moota pillay to pay him the aforesaid sum of Money Contained in the said Note according to the tenor and effect of the said Note, and the said indorsement

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do

to made thereon as aforesaid And Whereas also
the said Callatoor Vencatachellum and Sreedarsoo
Lalaw afterwards to wit on the day and Year aforesaid
at Madras aforesaid were indebted to the said Myla
Moota pilla in other Four Hundred and Twenty Star
Pagodas Current Money of Madras aforesaid for
so much Money by the said Callatoor Vencata-
chellum and Sreedarsoo Lalaw before that time
had and received to and for the use of the said
Myla Moota pilla - And being so indebted
they the said Callatoor Vencatachellum and Sree
darsoo Lalaw in Consideration thereof afterwards
to wit, the same day and Year aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Myla Moota pilla, to pay him
the aforesaid sum of Money when they should be
thereunto afterwards requested - And whereas
also the said Callatoor Vencatachellum and Sree
darsoo Lalaw afterwards to wit on the day and
Year aforesaid at Madras aforesaid accounted
with the said Myla Moota pilla of and Concerning
divers sums of Money from the said Callatoor
Vencatachellum and Sreedarsoo Lalaw to the said
Myla Moota pillay before that time due and owing
and then and there in arrear and unpaid, and upon
that

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Ras account the said Callatoor Vencatachellum and
Aredaussoo Lalaw were then and there found in arrear
to the said Myla Moota pillay in the sum of Four hundred
and twenty Star Pagodas of like lawful money aforesaid
and being so found in arrear, the said Callatoor Venca=
=tachellum and Aredaussoo Lalaw 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 Myla
Moota pillay to pay him the said last mentioned
sum of money when they should be thereunto after=
=wards requested - Yet the said Callatoor Venca=
=tachellum and Aredaussoo Lalaw not regarding
their said promises and undertakings aforesaid in
form aforesaid made, but contriving and fraudu=
=lently intending craftily and subtilly to deceive
and defraud the said Myla Moota pillay in this
respect have not, nor hath either of them paid the
said several sums of money or any part thereof
to the said Myla Moota pillay although often
requested so to do, but to pay the same or any
part thereof, they the said Callatoor Vencatachellum
and Aredaussoo Lalaw have hitherto wholly
refused, and still do refuse so to do, to the damage

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of the said Myla Moota pilla of Eight Hundred Star pagodas and therefore he brings his suit &c.

And now in this Third Term in the Year of our Lord one thousand eight Hundred and five that is to say on the Seventh day of August until which day was given as well to the said Myla Mootta pillay as to the said Collatoor Vencatachellum and aureedauroo Laulah to inform the Court here of the premises. Comes the said Myla Mootta pillay by his attorney, and the said Collatoor Vencatachellum and Aureedauroo Laulah come not - And the Justices of this Court having Examined and Considered the Allegations of the said Myla Mootta pillay in this behalf, and having also Examined and Considered the Depositions of Witnesses adduced by the said Myla Mootta pillay in Support of his said Allegations - It appears to the said Justices that the said Collatoor Vencatachellum and Aureedauroo Laulah did undertake and promise in Manner and form as the said Myla Mootta pilla hath above thereof Complained against them - And this Court doth asses the damages Sustained by the said Myla Mootta pilla by Reason of the Non-performance by the said Collatoor Vencatachellum and Aureedauroo Laulah of those promises and undertakings at the sum of Four Hundred and eighty

Third Exparte

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eighty Five Star Pagodas and Dash also award to the said Myla moodia pillay for his Costs and Charges laid out by him about his suit in this behalf the Sum of one Hundred and Twenty Pagodas. and Thirteen Fanams - It is therefore Considered by the Court here that the said Myla Mootia pilla do Recover against the said Callatoor Vencatachellum and Aureedauroo Laulah his damages aforesaid so as aforesaid assessed and also his said Costs and Charges so as aforesaid awarded by the Court here adjudged to the said myla moodia pillay, and with his assent which said damages Costs and Charges amount in the whole to the sum of Six Hundred and five Pagodas and Thirteen fanams - And the said Callatoor Vencatachellum and aureedauroo Laulah in Mercy &ca

Judgment signed for the Plaintiff the Fourth day of November 1805-

Mercy

And thereupon the said Myla moodia pillay by his Attorney prays that a Writ of our Lord the King. of Fieri Facias, to be directed to the Sheriff of Madras to Cause him to Levy and make of the Goods Lands, debts and others Effects which belong to the said Callatoor Vencatachellum and Aureedauroo Laulah the Sum of Six Hundred and

Writ of Fieri Facias issued the 4th day of November 1805

Fourth Term 1805

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and Sister Pagadar and Mirleen Fanam and it
is granted unto him returnable here on the fourth
day of December next—

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Fourth Term 1805.

Pleas before the Honble Sir
Henry Guillem Knight one of the
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 five -

Fort St. George
Madras } Manaly Mootiah Moodelliar puts in his
place James Sutherland his attorney against
Kitchammall and Mungaday personal Represent=
=atives of Cockaloore Kistnasawmy Naick deceased
in a Plea of Trespass on the case -

Fort St. George
Madras } The said Kitchammall and Mungaday personal
Representatives of Cockaloore Kistnasawmy Naick
deceased in their proper Persons at the suit of
the said Manaly Mootiah Moodelliar in the
Plea aforesaid -

Fort St. George
Madras } Be it Remembered that in the Vacation after
the Fourth Term in the year of our Lord one thousand
eight hundred and five before the Supreme Court
of

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Supreme Court

Record of Judgments

South Term 1805

Roll 33.

of Judicature at Madras came Manaly Mootiah Modelliar by Charles Walker and James Sutherland his Attorneys and brought into the said Court then there his certain Plaint against Kitchammall and Mungatay the Personal Representatives of Cocka=lore Kistnasawmy Naick deceased in a Plea of Trespass on the Case and there are Pledges for the Prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words that is to say— Madras to wit Manaly Mootiah Modelliar by Charles Walter and James Sutherland his attornies Complains of Kitchammall and Mungatay the Personal Representatives of Cocklalore Kistnasawmy Naick deceased according to the Laws and Customs of the Hindoo Natives of India the said Kitchammall being the widow of the elder Brother of the said Cocklalore Kistnasawmy Naick and the said Mungatay being the second wife and now the Widow of Rungapah Naick the Father of the said Cocklalore Kistnasawmy Naick and laying as such personal Representatives administered and taken possession of the Estate and Effects which were of the said Cocklalore Kistnasawmy Naick at the time of his death and being

Plaint in a Compliet filed 5th Oct. 1804 -

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Fourth Term 1805

being Inhabitants of Madras and as such persons
Subjects to the Jurisdiction of His Honble Comrs. Fort St
George Whereas the said Mistrasawmy in his life time towit
on the Eighteenth day of February in the Year of Christ
one thousand Seven Hundred and Ninety Nine 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 from the said Manaly Mootiah
Moodelliar the Sum of Two Hundred Star Pagodas
Current Money of Madras which said Sum he
the said Mistrasawmy did thereby engage to repay
in the Space of eight Months from the date thereof
together 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 such Hindoo Natives
of India he the said Mistrasawmy became liable
to pay to the said Manaly Mootiah Moodelliar
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

he the said Kistnasawmy in Consideration thereof aforesaid
to wit in the same Day and Year aforesaid at Madras
aforesaid undertook and to the said Manaly Mootiah
Modelliar 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 also the
said Kistnasawmy afterwards in his life time
to wit on the Thirtieth day of June in the Year of
Christ one Thousand seven hundred and ninety
six at Madras aforesaid by his certain other
Note in writing in the Malabar Language made
according to the Custom of the Hindoo Natives
of India the date whereof is the same day and
Year aforesaid acknowledged to have borrowed
and received from the said Manaly Mootiah
Modelliar the Sum of Thirty five Star Pagodas
Current Money of Madras which said last
mentioned Sum he the said Kistnasawmy did
thereby engage to repay to the said Manaly
Mootiah Modelliar in Six Month from the
date thereof together with all such Interest
as should or might become due thereon at
the

the rate of Twelve per Cent per annum by Means whereof and by force of the Laws and Customs of Each Hindoo Natives of India he the said Kistnasawmy became liable to pay to the said Manaly Mootiah Moodelliar the said Sum of Money in the said last mentioned note Specified with Interest at Cent aforesaid according to the tenor and Effect of the said last mentioned note and being so liable he the said Kistnasawmy in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Manaly Mootiah Moodelliar then and there faithfully promised to pay him the said Sum of Money in last mentioned note Specified with Interest as aforesaid according to the Tenor and effect of the said note - And whereas also the said Kistnasawmy afterwards in his Lifetime to wit on the First day of September in the Year of Christ one Thousand and eight hundred at Madras aforesaid and indebted to the said Manaly Mootiah Moodelliar in other sum of one Thousand Star Pagodas of like Current Money of Madras for so much Money by the said Manaly Mootiah Moodelliar before that time lent and advanced

to the said Kistnasawmy at his Special instance and
request and being so indebted he the said Kistna=
=sawmy 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 Manaly Mootiah Modelliar
to pay him the said last Mentioned Sum of
Money when he the said Kistnasawmy should be
thereto afterwards Requested — And whereas
also the said Kistnasawmy afterwards in his life
time to wit on the same day and Year last aforesaid
at Madras aforesaid accounted with the said Manaly
Mootiah Modelliar of and Concerning divers other
Sums of Money before that time due and owing from
the said Kistnasawmy to the said Manaly Mootiah
Modelliar and then being in arrear and unpaid and
upon which account he the said Kistnasawmy was
then and there found in arrear and indebted to the
said Manaly Mootiah Modelliar in another large
sum of Money to wit the Sum of one thousand Star
Pagodas of like Current Money of Madras and being
so found in arrear and indebted he the said Kistna=
=sawmy in Consideration thereof afterwards to wit

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on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Manaly Mootiah Moodelliar to pay him the said last mentioned Sum of Money when he the said Vistna= =sawmy should be thereto afterwards Requested. Yet the said Vistnasawmy in his lifetime and the said Vitcham= =mall and Mungaloy as the Widow and Personal Representatives as aforesaid since his decease not Regarding the aforesaid several promises and under= =takings so by the said Vistnasawmy in his lifetime made as aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Manaly Mootiah Moodelliar in this particular have 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 Manaly Mootiah Moodelliar although often Respectively Requested so to do but to do this have hitherto wholly refused and the said Vitcham= =malls and Mungaloy as such personal Representatives still do refuse to the damage of the said Manaly Mootiah Moodelliar of one thousand Star Pagodas and therefore he brings Suit &c

And Now in this Fourth Term in the Year one thousand eight hundred and five that is to say on the

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the Twenty third day of September instd which day was given as well to the said Manaly Mootiah Modelliar as to the said Kitchaumall and Mungatay to inform the Court of the premises come the said Manaly Mootiah Modelliar by his attorney aforesaid and the said Kitchaumall and Mungatay altho solemnly demanded came not nor did they say any thing in bar or preclusion and so forth and this 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 Cocka Lore Kistnaswamy Naick deceased did in his life time undertake and promise in manner and form as the said Manaly Mootiah Modelliar hath above thereof Complained against the said Kitchaumall and Mongatay and they assess the damages of the said Manaly Mootiah Modelliar on occasion of the non performance of the said several promises and undertakings over and above the Costs and Charges of the said Manaly Mootiah Modelliar by him about his suit in this behalf Expended to Five hundred and thirty Pagodas and for those Costs and Charges to one hundred and Twenty one Pagodas and Twenty

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Judgment signed for the Plaintiff the 7th day of November 1805

Twenty two Fanams Therefore it is Considered that the said Manaly Mootiah Modelliar do recover against the said Kitchammall and Mongatoy as Personal Representatives as aforesaid the said Sum of Five Hundred and Thirty Pagodas for his damages in form aforesaid Assessed and the Sum of one Hundred and Twenty one Pagodas and Twenty two Fanams for his Costs and Charges by him about his Suit in this behalf Expended which said damages Costs and Charges in the whole amount to Six Hundred and fifty one Pagodas and Twenty two Fanams to be Levied of the Goods and Chattels which were of the said Cockalore Kishnasawmy Naickah the time of his death in the hands of the said Kitchammall and Mongatoy as Personal Representatives 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 their hand to be administered then the said Sum of one Hundred and Twenty one Pagodas and Twenty two Fanams parcel of the said Sum of Six Hundred and fifty

are Pagodas and Twenty two Fanams being for the Costs and Charges aforesaid to be Levied of the Proper Goods and Chattels of the said Kitchammall and Mongatoy and the said Kitchammall and Mongatoy in Mercy &c.a

Mercy

And Thereupon the said Manaly Mootiah Moodeliar by James Sutherland his attorney prays a writt of our Lord the King of Fiere Facias, to be directed to the Sheriff of Madras to Cause him to Levy and make of the Houses, Lands, Debts and other Effects which were of the said Cochelore Kistnasawmy Naick deceased, at the time of his death in the hands of the said Kitchammall and Mongatoy as his widow and personal Representatives 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 their Hands to be Administered, then the sum of one Hundred and Twenty one Pagodas and Twenty two Fanams parcel of the said Sum of Six Hundred and fifty one Pagodas and Twenty two Fanams for Costs aforesaid, to be Levied of the Proper Goods and Chattels of the said Kitchammall and Mongatoy and it is granted unto him returnable Thereon the 7.th Day of December Next —

Writ of Fiere Facias issued the 7.th of November 1805

Fourth Term 1805

Pleas before the Honble Sir Henry Guillim Knight one of the 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 five

Fort St George
Madras } Townes Disney one of the attornies of this Hon^ble Court in his proper person against Vencata Narrainapah Naick in a Plea of Trespass on the Case —

Fort St George
Madras } The said Vencata Narrainapah Naick in his person at the Suit of the said Townes Disney in the Plea aforesaid —

Fort St George
Madras } Be it remembered that in the second Term in the Year one Thousand eight Hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Hon^ble Court all the Proceedings and Records of the said Court of the Recorder came Townes Disney in his own proper person and brought into the said Court then there his certain Plaint against Venacata Narrainapah Naick in a Plea of Trespass on the Case, which said Plaint followeth in these words that is to say —

Plaint in assumpsit filed 8th April 1801.

Fort Saint George Madras to wit Townes Disney of Fort Saint George Esquire one of the advocates and attornies of this Hon^ble Court in his proper person Complains of Venacata Narrainapah Naick of Madras Inhabitant and as such a person Subject to the Jurisdiction of this Hon^ble Court of

a Plea of Trespass on the case For this to wit That
Whereas the said Venceta Narrainapah Naick and
one Verdapah Naick and one Latchoomanapaimall Naick
on the Twenty fourth day of September in the Year of
our Lord one thousand and Eight Hundred at Madras
aforesaid Made their Certain Promissory Note or acknow-
-ledgment in writing with their proper Hands thereto
Respectively Subscribed bearing Date on the day and
Year last abovementioned and then and there delivered
the said Promissory Note or acknowledgement to the said
Townes by which said Promissary Note or acknowledge
-ment the said Venceta Narrainapah Naick, Verdapah
Naick and Latchoomanapermall Naick Have themselves
Jointly and Severally to pay to the said Townes by the
Name and Addition of Townes Disney Esquire or order
the sum of Two Hundred Pagodas with legal Interest
for the same at the rate of Twelve per Cent per annum
when they the said Venceta Narrainapah Naick Verda-
-pah Naick and Latchoomanapermall Naick Have
afterwards be thereunto requested by Reason whereof
and also by force of the Statute in such Case made
and provided the said Venceta Narrainapah became
liable to pay to the said Townes the said Sum of
Two Hundred Pagodas and the Interest thereof
at the rate aforesaid according to the Tenor and effect
of

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of the said Promissory Note or acknowledgement and being so liable he the said Venceta Narrainapah Naick in Consideration thereof afterwards to wit on the same day and year last aforementioned at Madras aforesaid took upon himself and then and there faithfully promised the said Townes has he the said Venceta Narrainapah Naick would well and truly pay and satisfy the said Townes the said Two Hundred Pagodas and the Interest according to the Tenor and effect of the said Promissory Note or acknowledgement Nevertheless the said Venceta Narrainapah Naick not regarding his said several undertakings and promises but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Townes has not yet paid to him the said Sum of Two Hundred Pagodas or any part thereof or the Interest thereof or any part thereof although to do this he the said Venceta Narrainapah afterwards to wit the same day and year aforesaid and often afterwards at Madras aforesaid was requested by him the said Townes so to do but hath hitherto refused and still doth refuse to pay him the same to the damage of the said Townes one Hundred and Fifty Pounds Sterling and therefore he brings his Suit and so forth -

And Now in this Fourth Term in the Year of our Lord one thousand eight Hundred and five the

is to say on the Twenty fifth day of September until which
day was given as well to the said Townes Disney as
to the said Vencata Narrainapah Naick to Inform the
Court here of the premises comes the said Townes Disney
in his proper person and behalf and the said Vencata
Narrainappah Naick comes not — And the Justices
of this Court having Examined and Considered the
Allegations of the said Townes Disney as this day
and having also Examined and Considered the Depositions
of Witnesses adduced by the said Townes Disney
in Support of his said Allegations It appears
to the said Justices that the said Vencata Narrainappa
Naick did undertake and promise in Manner and
form as the said Townes Disney hath above thereof
Complained against him — And this Court doth
assess the Damages sustained by the said Townes
Disney by reason of the Nonperformance by the
said Vencata Narrainappah Naick of those
promises and Undertakings at the sum of
Three hundred and Twenty six Pagodas and
Thirty six Fanams and doth also award
to the said Townes Disney for his Costs and
Charges laid out by him about his suit in
this behalf the Sum of one hundred and Seventy
two

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Judgment signed for the Plaintiff the 8th day of Novr 1805

two pagodas and Thirty Fanams - It is therefore Considered by the Court here that the said Townes Disney do Recover against the said Vencata Narrainappah Naick his damages aforesaid so as aforesaid assessed and also his said Costs and Charges so as aforesaid awarded by the Court here adjudged to the said Townes Disney and with his assent which said damages Costs and Charges amount in the whole to the sum of Four hundred and Ninety nine pagodas and Twenty one Fanams - and the said Vencata Narrainappah Naick in Mercy &c.

Mercy

And Thereupon the said Townes Disney prays a Writ of our Lord the King of Fiere Facias, to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Vencata Narrainappah Naick the Sum of Four hundred and Ninety nine Star Pagodas and Twenty two Fanams - and it is granted unto him returnable here on the 22d Instant

Writ of Fiere Facias issued the 8th November 1805

Pleas before the Honble Sir Henry Gwillim Knight one of the Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eights hundred and five -

Fort St. George
Madras } Sooreya Narrain Chitty personal Representative of Mooddu Ramalinga Chittyar deceased puts in his place Townes Disney his Attorney against Caumatchy Authey Narrain Chitty personal Representative of Caumatchy Chinna Venceatachellum deceased in a Plea of Trespass on the Case -

Fort St. George
Madras } The said Caumatchy Authey Narrain Chitty personal Representative of Caumatchy Chinna Vencatachellum deceased in his proper person at the Suit of the said Sooreya Narrain Chitty personal Representative of Mooddu Ramalinga Chittyar deceased in the Plea aforesaid -

Fort St. George
Madras } Be it Remembered that in the Vacation after the Second Term in the Year one thousand eights hundred and five before the Supreme Court of Judicature at Madras Came Sooreya Narrain Chitty personal Representative of Mooddu Ramalinga Chittyar deceased by Townes Disney

Plaint in
a Sumpsit
filed 6th
June 1805

Disney his attorney and brought into the said Court then
there his Certain Plaint against Caumatchy Suttey
Narrain Chitty son and personal Representative of
Caumatchy Chinna Venca Lachellum 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 that is
to say - Fort Saint George Madras ss Sooreya
Narrain Chitty of Madras Inhabitant Grandson
and personal Representative of Moodoo Ramalinga
Chitty ar deceased according to the laws and Customs
of Hindoo Natives of India by Lawful Disney
his attorney Complains of Caumatchy Suttey
Narrain Chitty son and personal Representative
of Caumatchy Chinna Venca Lachellum deceased
according to the laws and Customs of such Hindoo
Natives of India, being an Hindoo Inhabitant
of Madras and as such liable to the jurisdiction
of this Honble Court. For that whereas
the said Caumatchy Chinna Venca Lachellum deceased
in his lifetime heretofore to wit on the Twenty
seventh day of April in the year one thousand
seven hundred and ninety seven at Madras aforesaid
made his Certain Note in writing in the Malabar
Language.

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Language according to the Laws and Customs 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 Mooddu Raumalinga Chittyar in his Lifetime by which said Note the said Caumatchy Chinna Vencatachellum acknowledged to have borrowed and received of the said Mooddu Raumalinga Chittyar the sum of one hundred Star Pagodas Current Money of Madras, which sum he the said Caumatchy Chinna Vencatachellum did thereby engage to repay to the said Mooddu Raumalinga Chittyar on demand with all such interest as should on Night become due thereon at the Rate of Nine per Cent. per annum By reason whereof and according to the Laws and Customs of such Hindoo Natives of India he the said Caumatchy Chinna Vencatachellum then and there became liable to pay to the said Mooddu Raumalinga Chittyar 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 Caumatchy Chinna Vencatachellum in his Life time in Consideration thereof afterwards to wit on the

same

No 89

same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mooddu Caumalinga Chittyar in his life time to pay him the aforementioned sum of Money in the said note contained according to the tenor and effect of the said note - And Whereas also the said Caumatchy Chinna Venkatachellum deceased in his life time afterwards to wit the same day and Year aforesaid at Madras aforesaid was indebted to the said Mooddu Caumalinga Chittyar deceased in his life time in other sum of one hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Mooddu Caumalinga Chittyar in his life time before that time lent and advanced to the said Caumatchy Chinna Venkatachellum in his life time and at his Special instance and Request - And being so indebted he the said Caumatchy Chinna Venkatachellum in Consideration thereof afterwards to wit the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mooddu Caumalinga Chittyar to pay him the aforementioned Sum of Money when he should be thereunto afterwards Requested And - Whereas also the said Caumatchy Chinna Venkatachellum deceased in his life time afterwards

to

to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Maddu Caumalinga Chittyar in his life time in other one hundred Star Pagodas Current Money of Madras aforesaid for so much Money by the said Caumakchy Chinna Venkatachellum in his life time before of the said Maddu Caumalinga Chittyar and received to and for the use being so indebted to the said Caumakchy Chinna Venkatachellum 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 Maddu Caumalinga Chittyar 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 Caumakchy Chinna Venkatachellum in his life time afterwards to wit on the day and year last mentioned at Madras aforesaid accounted with the said Maddu Caumalinga Chittyar in his life time of and Concerning diverse sums of money from the said Caumakchy Chinna Venkatachellum to the said Maddu Caumalinga Chittyar before that time due and owing and then and there in arrear and unpaid and upon that account the said Caumakchy

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Caumatchy Chiuna Vencatachellum was then and there found
in arrear and indebted to the said Mooddu Rauma-
linga Chittyar in other sum of one hundred star pagodas
of like lawful Money aforesaid and being so found
in arrear and indebted to the said Caumatchy Chiuna
Vencatachellum in his life time 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 Mooddu Caumalinga Chittyar in
his life time to pay him the said last mentioned
sum of money when he should be thereunto afterwards
requested - Yet the said Caumatchy Chiuna Venca-
chellum in his life time, and the said Caumatchy
Authy Narrain Chitty personal Representatives
aforesaid after the death of the said Caumatchy Chiuna
Vencatachellum not regarding the several promises
and undertakings aforesaid in form aforesaid made
but contriving and fraudulently intending the said
Mooddu Raumalinga Chittyar in his life time and the
said Sooreya Narrain Chitty personal Representatives
aforesaid since the death of the said Mooddu Raumalinga
Chittyar in this behalf craftily and subtilly to deceive
and defraud the aforesaid several sums of money
or any part thereof to the said Mooddu Raumalinga
Chittyar

No 89.

Chittyar in his life time or to the said Sooreya Narrain Chitty personal Representative as aforesaid after the death of the said Mooddu Caumalinga Chittyar hath not paid neither hath either of them yet paid the sum / although to pay the same the said Caumatchy Chinna Vencatachellum in his life time by the said Mooddu Caumalinga Chettyar in his life time after time, and the said Caumatchy authy Narrain Chitty personal Representative as aforesaid after the death of the said Caumatchy Chinna Vencatachellum by the said Sooreya Narrain Chitty personal Representative as aforesaid after the death of the said Mooddu Rauma linga Chittyar were Requested, but to pay the same or any part thereof to them or either of them have hitherto altogether refused, and to pay the same to the said Sooreya Narrain Chitty personal Representative as aforesaid the said Caumatchy authy Narrain Chitty as Personal Representative as aforesaid still doth refuse to the damage of the said Sooreya Narrain Chitty of Two Hundred Star 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 five that is to say on the Twenty third day of September until which day was given as well to the said Sooreya Narrain Chitty as to the said Caumatchy authy Narrain Chitty to inform the Court here of

Tried Exparte

no 80

Fourth Term 1805

of the premises comes the said Sooreya Narrain Chitty by his attorney aforesaid, and the said Caumatchy Authy Narrain Chitty comes not. And the Justices of this Court having Examined and Considered the Allegations of the said Sooreya Narrain Chitty in his behalf and having also Examined and Considered the Depositions of Witnesses adduced by the said Sooreya Narrain Chitty in Support of his said Allegations - It appears to the said Justices that the said Caumatchy Chinna Vencatachellum deceased in his life time did undertake and promise in manner and form as the said Sooreya Narrain Chitty hath above thereof Complained against the said Caumatchy Authy Narrain Chitty as such personal Representative as aforesaid - And this Court doth assess the damages sustained by the said Sooreya Narrain Chitty by Reason of the non-performance by the said Caumatchy Authy Narrain Chitty of those promises and undertakings at the sum of one hundred and seventy six Pagodas and doth also award to the said Sooreya Narrain Chitty for his Costs and Charges laid out by him about his suit in this behalf the sum of one hundred and six Pagodas and thirty four Fanams - It is therefore considered by the Court here

Judgment signed for the Plaintiff the 8th day of November 1805

Ras

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that the said Sooreya Narrain Chitty as such personal
representatives as aforesaid do recover against the said
Caumatchy Authy Narrain Chitty as such personal
representatives as aforesaid his damages aforesaid
so as aforesaid assessed and also his said Costs and
charges so as aforesaid awarded by the Court
here adjudged to the said Sooreya Narrain Chitty
and with his assent, which said damages Costs
and charges in the whole amount to the sum of
Two Hundred and eighty two pagodas and
Thirty four fanams to be levied of the Goods
and Chattels which were of the said Caumatchy
Chinna Venkatachellum at the time of his death in
the hands of the said Caumatchy Authy Narrain Chitty
as such personal representatives as aforesaid to be
administered 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 the sum
of one Hundred and six pagodas and thirty four
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 Caumatchy
Authy Narrain Chitty - And the said Caumatchy
Authy Narrain Chitty in mercy &c

mercy

And

Fourth Term 1805

And thereupon the said Sooreya Narrain Chitty Grandson and personal Representative of Aloodda Caumalinga Chettyar by Towney Disney his attorney prays Writs of our Lord the King of Fiere Facias, to be directed to the Sheriff of Madras to cause him to levy and make of the Houses Lands Debts and other Effects which were of the said Caumatchy Chinna Venkatachellum at the time of his death in the hands of the said Caumatchy Sutty Narrain Chetty as such personal Representative as aforesaid to be Administered, 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 the sum of one Hundred and Six Pagodas and thirty four Fanams parcel of the damages aforesaid for Costs & Charges to be levied of the proper Goods and Chattels of the said Caumatchy Sutty Narrain Chitty — and it is granted unto him returnable on the Ninth Day of December Next —

Writ of Fiere Facias issued 12th Novr 1805

No 29

Supreme Court

Record of Judgments

Fourth Term 1805

Roll 34.n

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 five —

Fort St. George Madras } Thomas de Mello puts in his place Daniel Neale his attorney against Heinrich George Alick and John Follict in a Plea of Debt —

Fort St. George Madras } The said Heinrich George Alick and John Follicot by James Sutherland their attorney at the Suit of the said Thomas de Mello in the Plea aforesaid —

Fort St. George Madras } Be it remembered that in the Fourth Term in the Year of Christ one thousand eight hundred and five — before the Supreme Court of Judicature at Madras came Thomas de Mello by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against Heinrich George Alick and John Follicot in a Plea of debt and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words that is

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Plaint in
Debt filed
13th Sept.r
1805

that is to say Madras to wit Thomas de Mello Esq.r Daniel Neale his Attorney Complains of Heinrich George Slick and John Folliot British Subjects and as such Persons Subject to the jurisdiction of this Honble Court of Ad Plea that they render to the said Thomas de Mello Ten Thousand eight Hundred and thirty eight Star Pagodas and Twenty Fanams of the Current money of Madras which they owe to and unjustly detain from him For that whereas the said Heinrich George Slick and John Folliot heretofore to wit on the first day of June which was in the Year of our Lord one thousand eight hundred and three at Madras by their Certain writing obligatory Sealed with their respective Seals and to the Court here now shewn (the date whereof is the day and Year aforesaid) acknowledged themselves to be held and firmly bound to the said Thomas de Mello in the said Ten thousand eight hundred and thirty eight Star Pagodas and Twenty fanams to be paid to the said Thomas de Mello when they the said Heinrich George Slick and John Folliot should be thereto afterwards requested — Yet the said Heinrich George Slick and John Folliot altho'

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(altho' often requested &c) have not nor hath either of them yet paid the said Ten Thousand eight hundred and thirty eight Star Pagodas and Twenty Fanams above demanded But they so to do have and each of them hath hitherto wholly refused and still do and each of them doth refuse To the damage of the said Thomas de Mello of one hundred Star Pagodas and therefore he brings his Suit &c

Plea of Confession filed 21st November 1805

And the said Heinrich George Abick and John Fallios by James Sutherland their attorney Come and defend the wrong and injury when &c and say that they cannot deny the said action of the said Thomas de Mello nor but that the said writing obligatory in the said Plaint of the said Thomas de Mello mentioned is the deed of them the said Heinrich George Abick and John Fallios nor but that they owe to and detain from the said Thomas de Mello the said Sum of Ten Thousand eight hundred and thirty eight Star Pagodas and twenty Fanams above demanded in manner and form as the said Thomas de Mello hath above thereof complained against them - and hereupon the said Thomas de Mello freely here in Court remits to the said Heinrich

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Fourth Term 1805

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Judgment by Confession

Heinrich George Abick and John Folliot the damages by him sustained by occasion of the detention of the said debt and pray Judgment for the said debt so as aforesaid. Confessed - Therefore

Judgment signed for the Plaintiff the 21st day of Novr 1805-

it is Considered and adjudged that the said Thomas de Mello recover against the said Heinrich George Abick and John Folliot his said debt - and that the said Heinrich George Abick and John Folliot

mercy

be in mercy &c

Pleas before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St. George Madras } Paroombadoo Chella Pillay puts in his place & Gilbert Ricketts his attorney against Chengalvaroya Pillay Ramasappan and Arabmugam in a Plea of Trespass on the Case -

Fort St. George Madras } The said Chengalvaroya Pillay, Ramasappan and Aroomugam puts in their place Fowner Disney their attorney at the Suit of the said Paroombadoo Chella Pillay in the plea aforesaid -

Fort St. George Madras } Be it remembered that as of the Fourth Term in the Year of Christ one thousand eight hundred and five - before the Supreme Court of Judicature at Madras came Paroombadoo Chella Pillay by Gilbert Ricketts his Attorney and brought into the said Court then here his certain Plaint against Chengalvaroya Pillay, Ramasappan and Aroomugam 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

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Fourth Term 1805

Plaintiff's Summons filed 28th Oct.r 1805 —

these words that is to say. Fort Saint George Madras to Paroomba doo Chella Pillay by Gillies Ricketts his Attorney Complains of Chengalvaraya Pillay Ramasappan and Aroomugam heretofore to wit on the Twenty fifth Caurkiga of Rattauchy year of the Hindoos Corresponding with the Fifth day of December in the 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 their certain note in writing in the malabar Language their own Proper Lands being thereto Severally subscribed bearing date the Day and Year aforesaid and then and there Delivered the said Note to the said Paroomba doo Chella Pillay whereby the said Chengalvaraya Pillay Ramasappan and Aroomugam by the name and description of Chengalvaraya Pillay Ramasappan and Aroomugam three of them Copartners or Retailers of Vedalsaudy Canacoo Terroonauda Pillay of Mannore acknowledged that in Consequence of their Urgent occasion they had on the day of the making of the said note borrowed and Received of the said Paroombadoo Chella Pillay the sum of Two hundred Star Pagodas Current Money of Madras which sum they the said Chengalvaraya Pillay, Ramasappan and

and Aroomugam did thereby engage to repay him the said Paroombadoo Chellapillay on Demand with Interest thereon at the rate of Twelve per Cent per annum By means whereof and by force of the laws and Customs of such Hindoo Natives the said Chengalvaroya Pillay Rausapphan and Aroomugam became liable to pay the said Sum of Two Hundred Star Pagodas and Interest in the said note Mentioned according to the tenor and Effect of the said note and being so liable they the said Chengalvaraya Pillay Rausapphan and Arooa=mugam 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 Paroombadoo Chella Pillay to pay him the said Sum of Two Hundred Star Pagodas and Interest in the said Note Mentioned according to the tenor and effect of the said Note And whereas also the said Chen=galvaraya Pillay Rausapphan and Aroomugam afterwards to wit on the First day of September in the Year one Thousand Eight Hundred and five at Fort Saint George Madras aforesaid were indebted to the said Paroombadoo Chella Pillay in the Sum of Four Hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Paroombadoo Chella Pillay before that time lent and advanced to the said Chengal=-varaya Pillay Rausapphan and Aroomugam and at

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at their Special instance and request and being so indebted they the said Chengalvaraya Pillay Ramasappan and Aroomugam 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 Paroumbadoo Chella Pillay to pay him the said last mentioned Sum of Money when they the said Chengalvaraya Pillay Ramasappan and Aroomugam should be thereunto afterwards requested And Whereas also the said Chengalvaraya Pillay Ramasappan and Aroomugam afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid were indebted to the said Paroumbadoo Chella Pillay in the further Sum of Four Hundred Star Pagodas of like current money for so much Money by the said Paroumbadoo Chella Pillay before that time laid out Expended and paid for the said Chengalvaraya Pillay Ramasappan and Aroomugam and at their Special instance and request. And being so indebted they the said Chengalvaraya Pillay Ramasappan and Aroomugam 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 Paroumbadoo Chella Pillay to pay him the said

last

Cash mentioned Sum of money when they the said Chengalvaraya Pillay Ramsappan and Sroomugam should be thereunto afterwards requested — And Whereas also the said Chengalvaraya Pillay Ramsappan and Sroomugam aforesaid at Fort Saint George Madras aforesaid — accounted with the said Paroombadoo Chella Pillay of and Concerning divers other Sums of money before that time due and owing from the said Chengalvaraya Pillay Ramsappan and Sroomugam to the said Paroombadoo Chella Pillay and then being in arrear and unpaid and upon that accounting the said Chengalvaraya Pillay Ramsappan and Sroomugam were then and there found to be in arrear and indebted to the said Paroombadoo Chella Pillay in the further Sum of Four hundred Star Pagodas of like current money and being so found in arrear and indebted they the said Chengalvaraya Pillay Ramsappan and Sroomugam 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 Paroombadoo Chella Pillay to pay him the said last mentioned Sum of Money when they the said Chengalvaraya Pillay Ramsappan and Sroomugam should see thereunto afterwards requested Yet the said Chengalvaraya

Fourth Term 1805

Chengalvaraya Pillay Ramasappan and Arroomugam not Regarding
their said several promises and Undertakings so by them
made in Manner and form aforesaid but Contriving and
fraudulently intending Craftilly and Subtilly to deceive and
defraud the said Paroombadoo Chella Pillay in his
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 (although so to do, they the said Chengal-
=varaya Pillay Ramasappan and Arroomugam there
requested by the said Paroombadoo Chella Pillay to wit
on the same day and year last aforesaid and often after-
=wards to wit at Fort St. George Madras aforesaid)
But the said Chengalvaraya Pillay Ramasappan and
Arroomugam to pay the same or any of them or any part
thereof to the said Paroombadoo Chella Pillay have and
each of them hath hitherto wholly refused and still
do and each of them still doth refuse To the Damage
of the said Paroombadoo Chella Pillay of Four hundred
Star Pagodas and therefore he brings Suit &c.

And the said Chengalvaraya Pillay Ramasap-
=pan and Arroomugam by Faulkes Disney their Attorney
come and defend the wrong and injury when &c. and
say that they Cannot deny the said action of the said
Paroombadoo Chella Pillay nor but that they did undertake
and promise in Manner and form as the said Paroombadoo
Chella Pillay hath above thereof Complained against them

Cognovit
filed 13th
Novr. 1805

nor

nor hath he the said Paroombadoo Chella Pillay Sustained damage on Occasion of the Not performing the said Several Promises and Undertakings in the said Plaint mentioned to the Sum of Two Hundred and Twenty three Pagodas (parcels of the said Sum of Four Hundred Pagodas which is by the said Plaint above supposed Over and above his Costs and Charges by him about his Suit in this behalf Expended and upon this the said Paroombadoo Chella Pillay alleging to have sustained such damage as by the said Chengalvaraya Pillay Ramasappan and Arumugam is above Confessed and freely here in Court remitting

Judgment by Confession

to the said Chengalvaraya Pillay Ramasappan and Arumugam the Sum of one Hundred and Seventy seven Pagodas (residue of the said Supposed Sum of Four Hundred Pagodas) by way Judgment and his damages so as aforesaid Acknowledged together with his Costs and Charges by him about his Suit in this behalf Expended to be adjudged to him &c. The Justices of His Majesty's Court here Having Examined and Considered the Premises do therefore adjudge that the said Paroombadoo Chella Pillay do Recover against the said Chengalvaraya Pillay, Ramasappan and Arumugam his

Judgment signed for the Plaintiff the 21st day of November 1805.

784 Fourth Term 1805

his damages aforesaid to the said sum of Two hundred and Twenty three Pagodas in form aforesaid acknowledged and also Seventy two Pagodas and twenty five Fanams for his said Costs and Charges by the Court here awarded and ordered to be paid by the said Chengalvaraya Pillay Ramsappan and Sroomugam to the said Parsombadoo Chella Pillay and with his assent which damages Costs and charges amount to Two hundred and ninety five Pagodas and twenty five Fanams and the said Chengalvaraya Pillay Ramsappan and Sroomugam in Mercy &ca

Mercy

And thereupon the said Parsombadoo Chella Pillay by Gilbert Ricketts his attorney prays a Writ of our Lord the King (of Fiere Facias) to be directed to the Sheriff of Madras to cause him to levy and make of the Goods, Lands, Debts and other Effects which belong to the said Chengalvaraya Pillay, Ramsappan and Sroomugam the Sum of Two hundred and Ninety five Pagodas and Twenty five Fanams - and this granted unto him returnable here on the 5th day of December next -

Writ of Fie. Fa. issued the 21st Nov. 1805.

No 91

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 Five

Fort St George Madras } Walter Caulfield Lennon puts in his place Robert Orme his attorney against Mummoorpettah Venganah chitty in a Plea of debt -

Fort St George Madras } The said Mummoorpettah Venganah chitty in his own person at the Suit of the said Walter Caulfield Lennon 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 four before the Supreme Court of Judicature at Madras came Walter Caulfield Lennon by Robert Orme his attorney and brought into the said Court then there his certain Plaint against Mummoorpettah Venganah chitty in a Plea of debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said

Plaint in debt filed 14th January 1805

said Plaint following in these words that is to say, Fort Saint George Madras ss Walter Caulfield Lennon by Robert Orme his Attorney complains of Mumnoor-pettah Venganah Chitty being a Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of his Honble Court of a Plea that he render to him the said Walter Caulfield Lennon one thousand and four hundred Star Pagodas of the Current money of Madras which the said Mumnoorpettah Venganah Chitty owes to and unjustly detains from him — For that whereas the said Mumnoorpettah Venganah Chitty heretofore to wit on the Twenty first day of December in the Year of Christ one thousand eight hundred and two at Fort Saint George Madras aforesaid by his Certain writing obligatory Sealed with the Seal of the said Mumnoorpettah Venganah Chitty and to the Court now here shewn the date whereof is on the day and Year aforesaid acknowledged himself by the Name and description of Mumnoorpettah Venganah Chitty of Madras Inhabitant to be then and there held and firmly bound unto the said Walter Caulfield Lennon by the Name and Addition of Walter Caulfield Lennon a Major of Engineers in the Service of the Honorable the United Company of Merchants of England trading to the East Indies in

No 92

in the said Sum of one Thousand and four Hundred Star Pagodas to be paid to the said Walter Caulfield Lennon when he the said Munnoorpettah Venganah Chitty should be thereto afterwards Requested Yet the said Munnoorpettah Venganah Chitty (&c.) Hath not yet paid the said sum of one Thousand four Hundred Star Pagodas aforesaid demanded or any part thereof to the said Walter Caulfield Lennon But to pay the same or any part thereof to the said Walter Caulfield Lennon he the said Munnoorpettah Venganah Chitty hath hitherto wholly refused and still doth refuse To the Damage of the said Walter Caulfield Lennon of Fifty Star Pagodas and therefore he brings Suit &c.

And Now in this First Term in the Year one Thousand eight Hundred and five - that is to say on the Second Day of February to which Day was given as well to the said Walter Caulfield Lennon as to the said Munnoorpettah Venganah Chitty and the said Munnoorpettah Venganah Chitty says Nothing in bar or preclusion of the said

Tried Expartè

No 92

said action of the said Walter Caulfield Lennon by which the said Walter Caulfield Lennon Remains Therein undefended against the said Munnoorpettah Venganah Chitty and afterwards the said Court having heard the Allegations of the said Walter Caulfield Lennon and Examined the Truth thereof and duly Considered the Evidence produced on the part of the said Walter Caulfield Lennon say that the said Writing obligatory in the Plaint Mentioned is the Deed of the said Munnoorpettah Venganah Chitty as the said Walter Caulfield Lennon hath in his said Plaint in that behalf Therein alledged Therefore it is Considered that the said Walter Caulfield Lennon do recover against the said Munnoor Pettah Venganah Chitty his said Debt and also ninety eight Pagodas and Twenty two Fanams for his Costs and Charges by the Court now here adjudged to the said Walter Caulfield Lennon by his assent and the said Munnoorpettah Venganah Chitty in Mercy &c

Judgment signed for Plaintiff the 8th January 1806 –

Mercy

And Thereupon

the

No 92.

the said Walter Caulfield Limond by Robertorme his attorney may the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras.

Writ of Fie. Fa. issued the 8th May 1806

Fourth Term 1805

Read before the Honble Sir Henry Gwillim Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and five -

Fort St George Madras } Manneravan Rum Teroovambala Moodelliar puts in his place Fourney Disney his attorney against Tanampetta Ramasawmy and Yagambram in a Plea of assumpsit -

Fort St George Madras } The said Tanampetta Ramasawmy and Yagambram in their own proper Person at the Suit of the said Manne=ravan Rum Teroovambala Moodelliar 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 five - before the Supreme Court of Judicature at Madras came Manneravan Rum Teroovambala Moodelliar by Fourney Disney his attorney and brought into the said Court then there his certain Plaint against Tanampetta Ramasawmy and Yagam=bram in a Plea of assumpsit and there are pledges for the prosecution thereof, to wit, John Doe and Richard Roe, which said Plaint follows in these words that is to say, Fort Saint George Madras } Manneravan Rum Teroovambala Moodelliar of Madras Inhabitant

Plaint in assumpsit filed the 19 April 1805

by

No 93

by Towney Disney his attorney complaining of Tanam-
=petta Ramasawmy and Yagambram being Hindas
Inhabitants of Madras and as such Subject to the
Jurisdiction of this Honble Court. For that Whereas
the said Tanampetta Ramasawmy and Yagambram
heretofore to wit on the First day of January in
the Year one thousand eight Hundred and Three at
Madras aforesaid made their certain Note in writing
in the Malabar Language according to the Laws and
Customs of such Hindoo Natives of India their
own proper Hands being thereunto respectively
subscribed bearing date the day and Year aforesaid
and then and there delivered the said Note
in writing to the said Mamenaukum Teroo-
=chela Moodelliar by which said Note the said
Tanampetta Ramasawmy and Yagambram acknow
=ledged to have borrowed and received of the said
Mamenaukum Teroovambala Moodelliar the
Sum of Three Hundred and Ninety two Star
pagodas and Seventeen Fanams Current Money of
Madras, which sum the said Tanampetta Rama-
=sawmy and Yagambram did thereby engage to
repay to the said Mamenaukum Teroovambala
=la Moodelliar on demand with all such

Interest

No 93

Court Term 1805

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 they the said Tanam-petta Ramasawmy and Yagambram then and there became liable to pay to the said Mannevanum Teroovambala Modelliar the said sum of Money in the said Note Contained to the Tenor and Effect of the said Note - And being so liable they the said Tanampetta Ramasawmy and Yagambram 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 Mannevanum Teroovambala Modelliar to pay him the aforementioned sum of Money in the said Note Contained according to the Tenor and effect of the said Note - And whereas also the said Tanampetta Ramasawmy and Yagam-bram afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Mannevanum Teroovambala Modelliar in other sums of Five hundred Star Pagodas of like Lawful Money of Madras aforesaid for so much Money by the said Manne-vanum Teroovambala Modelliar before

this

No 93



Supreme Court

Record of Judgments

Fourth Term 1805

Roll 35

last time lent and advanced to the said Tanampetta
Ramasawmy and Yagambram and at their special
instance and Request - And being so indebted
they the said Tanampetta Ramasawmy and
Yagambram 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 Manneviakom
Teroovambala Moodelliar to pay him the last
mentioned sum of Money when they should be thereunto
afterwards Requested - And Whereas also
the said Tenampetta Ramasawmy and Yagam
=bram afterwards to wit on the same Day and
Year aforesaid at Madras aforesaid were indebted
to the said Manneviakom Teroovambala
Moodelliar in other Five hundred Star Pagodas
of Like lawful Money of Madras aforesaid
for so much Money by the said Tanampetta
Ramasawmy and Yagambram before that
time had and received to and for the use
of the said Manneviakom Teroovambala
Moodelliar, and being so indebted they
the said Tanampettah Ramasawmy and
Yagambram in Consideration thereof
afterwards

afterwards to wit on the same day and year aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Mannaraukum
Teroovambala Modelliar and Concerning divers other sums
of Money from the said Tanampetta Ramasawmy
and Yagambram before that time due and owing
and then and there in arrear and unpaid and
upon that account the said Tanampetta Ramasawmy
and Yagambram were then and there found in
arrear to the said Mannaraukum Teroombala
Modelliar in other five hundred Pagodas Current
Money of Madras aforesaid - And being so found
in arrear they the said Tanampetta Ramasawmy
and Yagambram in Consideration thereof afterwards
to wit on the day and year aforesaid at Madras
aforesaid undertook and then and there
faithfully promised the said Tanampetta
Ramasawmy

Ramasawmy and Yagambram that they the said
Tamampetta Ramasawmy and Yagambram would
well and truly pay and Satisfy to the said Maune
=vaRum Teroovambala Maadelliar the said last
mentioned Sum of money when they should be
thereunto afterwards Requested Yet the said
Tamampetta Ramasawmy and Yagambram.
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 MaunevaRom Teroovambala Maadel=
=liar in this particular the said Tamampetta
Ramasawmy and Yagambram have not nor
hath either of them Yet paid the said Several
Sums of money or any part thereof to the said
MaunevaRom Teroovambala Maadelliar
although often Requested so to do. but to pay
the same or any part thereof they the said
Tamampetta Ramasawmy and Yagambram
have and each of them hath hitherto wholly
refused and still refuse so to do, to the said
MaunevaRom

Fourth Term 1805

Mannevaukom Teroovambala Moodelliar his damage of Eight hundred Star pagodas and thereupon he brings his suit &c.d

And Now in this Fourth Term in the Year of our Lord one thousand eight hundred and five that is to say on the Twenty fifth day of September until which day was given as well to the said Mannevaukom Teroovambala Moodelliar as to the said Tanamputta Ramasawmy and Yagambram to inform the Court here of the premises comes the said Mannevaukom Teroovambala Moodelliar by his attorney aforesaid and the said Tanamputta Ramasawmy and Yagambram come not - And the Justices of this Court having Examined and Considered the allegations of the said Mannevaukum Teroovambala moodelliar in this behalf and having also Examined and Considered the Depositions of witnesses adduced by the said Mannevaukom Teroovambala moodelliar in Support of his said Allegations Appears to the said Justices that the said Tanamputta Ramasawmy and Yagambram did undertake and promise in Manner and form as the said Mannevaukom Teroovambala Moodelliar hath alleaged thereof Complained against them - and this Court doth adjudge

Tried Enparle

No 93

aforesd the damages sustained by the said Mannevaukum
Teroovambala Maadelliar by reason of the non=
performance by the said Tanampetta Ramasawmy
and Yagambram of their promises and undertak=
=ings at the Sum of Five hundred and thirty
four pagodas and Seventeen fanams and doth
also award to the said Mannevaukum Teroovam
=bala Maadelliar for his costs and Charges laid
out by him about his suit in this behalf the
Sum of one hundred and nineteen pagodas and
thirty one fanams - It is therefore considered
by the Court here that the said Mannevakum Teroovam=
=bala Maadelliar do recover against the said
Tanampetta Ramasawmy and Yagambram
his damages aforesaid so as aforesaid assessed
and also his said costs and Charges so as
aforesaid awarded by the Court here adjudged
to the said Mannevaukum Teroovambala Maadelliar
and with his assent, which said damages, Costs
and Charges amount in the whole to the Sum of
Six Hundred and fifty four pagodas and four
fanams - and the said Tanampetta Ramasawmy
and Yagambram in mercy &c

Judgment signed for the Plain=tiff the 17. day of January 1806.

mercy

And thereupon the said Mannevau=
kum Teroovambala Maadelliar by Looney Dissy his
attorney

Writ of Ca. ad. Sa. issued the 17th January 1805

No 93

Fourth Term 1805

Attorney prays a writ of Capias ad Satisfaciendum, to be directed to the Sheriff of Madras Commanding him that he Cause to be taken the body of the said Tanampatta Ramaswamy and Jagambram in Satisfaction of his damages - and it is granted unto him returnable here on the 17th - day of February 1806 -

Pleas before the Honble Sir Henry Guillim Knight one of the 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 } Sadras Venaiga Moodelliar puts in his place Townes Disney his attorney against Sasha= chellajaculao in a Plea of a Trumpkist -

Fort St. George Madras } The said Sashachellajaculao in his proper person at the Suit of the said Sadras Venaiga Moodelliar 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 Sadras Venaiga Moodelliar by Towney Disney his attorney and brought into the said Court then there his Certain Plaint against Sasha= chellajaculao in a Plea of a Trumpkist and there are pledges for the Prosecution thereof, to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort

Plaintiffs aforesaid filed the 8th November 1804 –

Fort Saint George Madras ss Sadras Venaiga Mosbellier of Madras Inhabitant by Fawney Disney his attorney complains of Sashachellajoolloo being an Hindoo Inhabitant of Madras and as such Subject to the jurisdiction of this Hon'ble Court – For that whereas the said Sashachellajoolloo and one Venatachellah Bollajoolloo since deceased heretofore to wit on the First day of February in the Year one thousand eight hundred and four at Madras aforesaid made their certain Note in writing in the Gentoo Language according to the Laws and Customs of such Hindoo Natives of India the proper handwriting of the said Sashachellajoolloo for himself and the said Venatachellah Bollajoolloo being thereunto Subscribed bearing date the same day and Year aforesaid, and then and there delivered the said Note to the said Sadras Venaiga Moodelliar by which said Note they the said Sashachellajoolloo and Venatachellah Bollajoolloo acknowledged to have borrowed and received of the said Sadras Venaiga Moodelliar the sum of one thousand pagodas Current Money of Madras which sum they the said Venatachellah Bollajoolloo and Sashachellajoolloo did thereby engage to repay to the said Sadras Venaiga Moodelliar on or before the Thirtieth day of March then next

Rose & with all such interest as should or might become
due thereon at the rate of Twelve per Centpair
annum By reason whereof and according to the
Laws and Customs of such Hindoo Natives of
India, the said Vencatachella Bollajoeulao
and Sashachella joeulao in the life time of the
said Vencatachella Bollajoeulao became liable
to pay to the said Sadras Venaiga Madelliar
the said Sum of Money in the said Note Contained
according to the Tenor and effect of the said
Note — And being so liable the said
Vencatachellah Bollajoeulao and Sashachella
joeulao in the life time of the said Vencata-
=chella Bollajoeulao in Consideration thereaf
afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook
and then and there faithfully promised the
said Sadras Venaiga Madelliar to pay
him the said Sum of Money when they should
be thereunto afterwards requested — Yet
the said Vencatachella Bollajoeulao and
Sashachella joeulao not regarding their said
promise and undertaking aforesaid made
but Contriving and fraudulently intending
craftily

Craftily and Subtily to deceive and defraud the said Sadras Venaiga Moodelliar in his particular the said Venkatachella Ballajoolao and Sashachellajoolao in the life time of the said Venkatachella Ballajoolao or either of them, nor the said Sashachellajoolao after the death of the said Venkatachella Ballajoolao, hath nor paid the said last mentioned sum of money or any part thereof to the said Sadras Venaiga Moodelliar (although the said Venkatachellah Ballajoolao and Sashachellajoolao in the life time of the said Venkatachellah Ballajoolao, and the said Sashachellajoolao after the death of the said Venkatachellah Ballajoolao more often requested so to do have & hitherto altogether refused) and the said Sashachellajoolao to pay the same to him still doth refuse - And whereas also the said Sashachellajoolao afterwards to wit on the first day of February in the year one thousand eight hundred and four at Madras aforesaid made his certain other

Note

Note in writing in the Gentoo Language according to the Laws and Customs of such Hindoo Natives of India, the proper Handwriting of the said Sashachellajoolloo being thereunto subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Sadras Venaiga Moodelliar by which said Note he the said Sashachellajoolloo acknowledged to have borrowed and received of the said Sadras Venaiga Moodelliar the Sum of one Thousand Pagodas of Current Money of Madras which sum he the said Sashachellajoolloo did thereby engage to repay to the said Sadras Venaiga Moodelliar on or before the Thirtieth day of March then next, 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 the said Sashachellajoolloo then and there became liable to pay to the said Sadras Venaiga Moodelliar the said

Craftily and Subtilly to Deceive

and [illegible] being so indebted to the said Sashachellajoulao 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 Sadras Venaiga Maadelliar to pay him the aforesaid Sum of Money when he should be thereunto afterwards requested - And whereas also the said Sashachellajoulao afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Sadras Venaiga Maadelliar in other Sum of one thousand star Pagoday of like Lawful Money by the said Sadras Venaiga Maadelliar before that time lent and advanced to the said Sashachellajoulao at his Special instance and Request - And being so indebted the said Sashachellajoulao 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 Sadras Venaiga Maadelliar to pay him the aforementioned Sum of Money when he should be thereunto afterwards requested -

And

And Whereas also the said Sashachellajo afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Sadras Venaiga Moodelliar in other Sum of one thousand Star Pagodas Current Money of Madras aforesaid for so much money by the said Sashachellajoo also before that time Had and Received to and for the use of the said Sadras Venaiga Moodeliar and being so indebted he the said Sashachellajoo also in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised Sadras Venaiga Moodeliar to pay him the above Mentioned Sum of money when he should be thereunto afterwards requested

And Whereas also the said Sashachella joo also afterwards to wit on the day and year last Mentioned at Madras aforesaid accounted together with the said Sadras Venaiga Moodeliar of and Concerning divers other Sums of Money before that time due and owing from the said Sashachellajoo also to the said Sadras Venaiga Moodeliar and then being in arrear and unpaid and upon that account the

Fourth Leim 1805

the said Sashachella joulao was then and there found in arrear and indebted to the said Sadras Venaiga Moodelliar in another sum of one thousand Star Pagodas Current money of Madras aforesaid And being so found in arrear and indebted he the said Sashachella joulao 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 Sadras Venaiga Moodelliar to pay him the said last mentioned Sum of money when he should be thereunto afterwards Requested Yet the said Sasha= chella joulao not regarding the said Several promises and undertakings in Manner and form aforesaid made but contriving and fraude= fully intending craftilly and Subtilly to= deceive and defraud the said Sadras Venaiga Moodelliar in this respect hath not yet paid to the said Sadras Venaiga Moodelliar the said Several sums of Money or any part thereof= although often Requested so to do, but to pay the same or any part thereof, he the said

Sashachella joulao

Sashachella Joseloo hath hitherto wholly refused and
still doth refuse to the said Sadras Venaiga Moadeliar
his damages of Two thousand Star Pagodas
and therefore he brings his suit &c.

And now in this Fourth Term in the
Year one thousand eight hundred and five that
is to say on the Twentieth day of September until
which day was given as well to the said Sadras
Venaiga Moodelliar as to the said Sashachella=
=joseloo to inform the Court here of the premises
comes the said Sadras Venaiga Moodeliar by his
said Attorney and the said Sashachella Joseloo
comes not - and the Justices of this Court having
examined and considered the allegations of the
said Sadras Venaiga Moadelliar in this behalf
and having also examined and considered the
Depositions of Witnesses adduced by the said
Sadras Venaiga Moodelliar in support of his
said Allegations - It appears to the said
Justices that the said Sashachella Joseloo did
undertake and promise in Manner and form
as the said Sadras Venaiga Moadeliar hath
above thereof complained against him -
And this Court doth assess the damages
sustained

Tried Exparte.

Fourth Term 1805

sustained by the said Sadras Venaiga Moodelliar by reason of the nonperformance by the said Sashachella=joolloo of those promises and undertakings at the sum of one thousand two hundred and thirty seven Star Pagodas and doth also award to the said Sadras Venaiga Moodelliar for his Costs and charges laid out by him about his said in this behalf the sum of one hundred and seventy three Star Pagodas and three fanams - It is therefore Considered by the Court here that the said Sadras Venaiga Moodelliar do recover against the said Sashachellumjoolloo his damages aforesaid so as aforesaid assessed and also his said Costs and charges so as aforesaid awarded by the Court here adjudged to the said Sadras Venaiga Moodelliar and with his assent which said damages Costs and Charges amount in the whole to the Sum of one thousand four hundred and ten Star Pagodas and three fanams - and the said Sasha=chellajoolloo in Mercy &c.

Judgment signed for the Pltf. the 30th January 1806.

Mercy

And thereupon the said Sadras=Venaiga Moodelliar by Fawney Disney his attorney prays the Writs of our Lord the King to be directed to

to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Sashachella-

Writ of Fieri Facias issued the 30th. Janry 1806

josulao- and it is granted unto him returnable here on the 18th day of February Next-

Fourth Term 1805

Pleas before the Hon^ble Sir. Henry Guillem Knight one of the 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 five -

Fort St. George Madras towit } John Doe on the demise of Malekon Nessa Begum puts in his place Emanuel Samuel his attorney against John Tullok, Thomas de Mello and Thomas De Souza in a plea of Trespass and Ejectment -

Fort St. George Madras towit } The said Thomas de Souza puts in their place Robert Orme their Attorney in the Suit of the said John Doe in the Plea aforesaid -

Fort St. George Madras towit } 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 John Doe by Emanuel Samuel his attorney and brought into the said Court then here

Souvenderen 1805

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There Lis Certain Plains againes John Tulloh
Thomas De Mello and Thomas de Saiza in a
Plea of Trespass and Ejectment and there
are Pledges for the Prosecution to wit
John Doe and Richard Roe which
said Plains follows in these words Has
in is to say - Madras to wit John Doe of
is Madras Inhabitant by Emanuel Samuel his
Attorney Complains of John Tulloh Thomas
De Mello and Thomas De Souza being re-
-sidently British Subjects and as su
liable to the jurisdiction of this Hon
For that Whereas Malekon
to wit in the Fifteen
in the Year of
Hundred and
and to

Fourth Term 1805

Mangoe Trees, with the appurtenances the
belonging, Situate lying and being at Poder-
within the limits of Madras To Have and to
the same with the appurtenances to the said Jo
Doe and his assigns from the Fourteenth day
March in the said year one thousand eight
hundred and Four for and during and unto
full end and Term of five years from th
next ensuing and fully to be Complete an
by virtue of which said Demise the sa
Doe entred into the said Premises with
purtenances and was
the said John Doe
Fort St. George } ss
Madras towit } Be
sixteenth day of Ma
Fort St. George } ss
Madras towit } Thomas de Mell
their Attorney
the Plea aforesaid —

Fort St. George } Be it remembered that in the Third Term
Madras towit } in the year of our Lord one thousand eight hundred
and four before the Supreme Court of Judicature
at Madras came John Doe by Emanuel Samuel
his Attorney and brought into the said Court then
here

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