1076

Fourth Leaf

983

bearings of the said Island
the said Island Thou and
faithfully performed the
towards answer as he therefore
bound for the second
be there to afterwards
awards Heal he therefore
of the said Island for the same Thou
Six Hundred Pagodas Current Money
to wit at Madras aforesaid
afterwards to wit on the same day
aforesaid Thou had Notice
said Island afterwards to wit on the same day
and Year aforesaid at Madras aforesaid
indebted to the said Hugh in other Two Thousand
Six Hundred Pagodas Current Money
aforesaid for divers goods wares and Merchandizes
by the said Hugh before that time sold and
delivered to the said Island and at his special
instance and request and being so indebted he
the said Island in consideration thereof afterwards
to wit on the same day and Year aforesaid
Madras aforesaid undertook and to the said
Hugh did there faithfully promise to pay
the said last mentioned Sum of Money
to the said Hugh when
requested And Whereas afterwards to wit

984

North Arcot 1806

delivered

and N to the said John divers other Goods Wares and Merchandizes he the said John undertook to the said Hugh 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 the said John as aforesaid were reasonably worth whenever afterward he the said John should be thereto requested And the said Hugh says that the Goods Wares and Merchandizes last mentioned at the time of the sale and delivery thereof to the said John as aforesaid were reasonably worth One thousand five hundred Star Pagodas Current money aforesaid to wit at Madras aforesaid whereof the said John afterwards to wit on the same day and year aforesaid there Notice And Whereas the said John afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Hugh in other Sums of one thousand and five hundred Star Pagodas of like current money for so much Money by the said Hugh before that time lent and advanced to the said John at his special instance and request and being so indebted he the said John in consideration thereof afterwards to wit on the same day and year aforesaid undertook and faithfully promised the said Hugh to pay him the last mentioned sum of money when he the said John should be thereto

South Leach 1806

985

Whereas the said John [illegible] to wit on the [illegible]
day and year aforesaid at [illegible] the sum of one thousand
pounds to the said Hugh in [illegible] current money for
and one hundred Pagodas of like [illegible] that time had
or made owing by the said John [illegible] and being so
and received to the use of the said Hugh [illegible]
indebted but the said John in consideration
afterwards to wit on the same day and year aforesaid
undertook and to the said Hugh then and there
faithfully promised to pay unto the said last
mentioned sum of money when he the said John
should be thereto afterwards required. And Whereas
also the said John afterwards to wit on the same day
and year aforesaid at Madras aforesaid accounted
together with the said Hugh of and concerning divers
other sums of money before that time due and owing
from the said John to the said Hugh and there being
in arrear and unpaid and upon which account the
said John was then and there found in arrear and
indebted to the said Hugh in another large sum of
money to wit the sum of fifteen hundred and
four hundred Pagodas of like current money of
Madras aforesaid and being so found in arrear
indebted to the said John in consideration there
afterwards to wit on the same day and year afore
at Madras aforesaid undertook and to the said
then and there faithfully promised to pay to

986

Trin. Term 1806

promises and undertakings so by him made in his behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Hugh in this behalf hath not as yet paid the said several sums of money or any part thereof to the said Hugh altho to do he the said John was often requested by the said Hugh but he to do this hath hitherto wholly refused and still doth refuse to the damage of the said Hugh of One thousand and five hundred Pounds and thereupon he brings suit &c.

imparlance

And afterwards that is to say on the 19. day of August in the Vacation after the third Term of the same Year one thousand eight hundred and six until which day the said John had Leave to impark to the said Plaint and then to answer the same came as well the said Hugh by his said Attorney as the said John by his said Attorney; and the said John defends the Wrong and Injury when &c; and says that he did not undertake and promise in manner and form as the said Hugh hath above thereof Complained against him, and of this he the said John puts himself upon the Court -

Plea filed 19. August 1806 -

And afterwards that is to say in the same Quarter of the same third Term of the said Year one thousand eight hundred and six came the Parties aforesaid by their Attornies aforesaid, and thereupon the said Hugh as to the said Plea of the said John by him above pleaded and whereof he hath put himself upon the Court, doth so likewise -

Replication filed November 1806

And now in the Fourth Term in the Year One thousand Eight Hundred and six on the Twenty

Fourth Term

that you could outside day before to inform the Court said Haugh as to the said Issue by their respective of the pleadings Come the said Parties Lawyers or Attornies aforesaid And the said parties and upon hearing the Allegations of the respective Parties considered the Evidence produced on both sides say the Jurors Said Jabez did undertake and promise in manner and form as the said Haugh in the above thereof complained against him And they assess the Damages of the said Haugh on occasion of the Non performance of the said several promises and undertakings of the said Jabez over and above his Costs and Charges by him about his Suit in this behalf expended to Four hundred and Eighty three Pounds and thirty five Pence and for their Costs and Judgment signed for Twenty eight Pounds Therefore it is considered that the said Haugh recover against the said Jabez his said damages 26th Day of November Costs and Charges in Form aforesaid assessed 1806 - amounting in the whole to Six hundred and Thirty six Pounds and Ninepence Farthing And that the said Haugh Issue Execution &c

985

Tour
Rolem 1806

Fourth Term 1806

989

Held before the Honble Sir
Thomas Strange Knight
Chief Justice
Henry Gwillim
Knight
Knight and the
Honble Sir Benjamin Sullivan
Knight 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 Six -

Fort St. George
Madras } William Cadoo Kistnapilly puts in his place James Sutherland his
Attorney against Mootticumaran in a Plea of Trespass on the
case -

Fort St. George
Madras } The said Mootticumaran in his proper person as the said
of the said Vottumbadoo Kistnapillay in the Plea aforesaid -

Fort St. George
Madras } Be it remembered that on the third day of November in
the Vacation after the Fourth Term in the Year one thousand
eight hundred and six before the Supreme Court of Judi
at Madras came Vottumbadoo Kistnapillay by James Suther
his Attorney and brought into the said Court then there
Certain Plaint against Mootticumaran in a Plea of

990

Fourth Term 1806

Fort St. George to wit

Plaintiff's Attorney filed 3d November 1806.

Southerland Thomas - Vottambadoo Thistnapilly by James Mac
being duly sworn saith that he this Deponent is the Attorney of the above named Plaintiff and that the above named Mootteeswarren Pillay is a Native Indian Inhabitant of Madras aforesaid and as such is not liable to the Jurisdiction of this Honble Court but that Whereas the said Mootteeswarren heretofore to wit on the Seventy first day of May in the Year One Thousand Eight Hundred and Five at Madras aforesaid made his certain Note in Writing in the Malabar Language according to the custom of such Native Indians the date whereof is the same day and year aforesaid and thereby acknowledged to have borrowed and received of the said Thistna Pilly the Sum of One hundred and Forty Star Pagodas which said Sum the said Mootteeswarren did thereby engage to repay the said Thistna Pilly on or before the Thirteenth day of March then next ensuing with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum by means whereof and according to the custom of the Native Indians the said Mootteeswarren became liable to pay to the said Thistna Pilly the said Sum of Money in the said Note mentioned with Interest thereon according to the tenor and effect thereof And being so liable the said Mootteeswarren in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Thistna Pilly then and there faithfully and promised to pay him the said Sum of Money in the said Note mentioned And Whereas the said Mootteeswarren afterwards to wit on the same day and year aforesaid

Fourth Term 1806

1901

was indebted to the said Christian Polly in other Two hundred and Forty Nine Pounds of lawful Money for so much Money by the said Christian Polly before then lent and advanced to the said Mathewsonson at his special instance and request and being so indebted, he the said Mathewsonson in consideration thereof afterwards, to wit, on the same day and year aforesaid at Madras aforesaid undertook & faithfully promised the said Christian Polly to pay unto the said last mentioned Sum of Money when he the said Mathewsonson should be thereto afterwards requested And Whereas the said Mathewsonson afterwards to wit, on the same day and year aforesaid at Madras aforesaid was indebted to the said Christian Polly in other Two hundred and Forty Nine Pounds of lawful Money for Money by the said Mathewsonson before then lent and accepted to the use of the said Christian Polly and being so indebted he the said Mathewsonson in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Christian Polly to pay unto the said last mentioned Sum of Money when he the said Mathewsonson should be thereto afterwards requested And Whereas the said Mathewsonson afterwards to wit, on the same day and year aforesaid at Madras aforesaid was indebted to the said Christian Polly in other Two hundred and Forty Nine Pounds of lawful Money for Money by the said Mathewsonson before then lent and accepted to the use of the said Christian Polly and being so indebted he the said Mathewsonson in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Christian Polly to pay unto the said last mentioned Sum of Money when he the said Mathewsonson should be thereto afterwards requested And Whereas also the said Mathewsonson afterwards to wit, on the same

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For Term 1806

that time due and owing from the said Moottucomara
ran to the said Thistna Pilly and then being in arrear
and unpaid, and upon which account the said
Moottucomaran was then and there found in
arrear and indebted to the said Thistna Pilly in another
large sum of Money to wit, the sum of other One
Hundred and Forty Star Pagodas of like Current
Money of Madras and being so found in arrear
and indebted he the said Moottucomaran in consid-
eration thereof afterwards to wit, on the same day
and year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said
Thistna Pilly to pay him the said
sum of Money when
Moottucomaran not regarding his said Several
promises and undertakings so by him made in
his behalf as aforesaid, but contriving and fraud-
ulently intending craftily and subtilly to deceive
and defraud the said Thistna Pilly in this
behalf hath not as yet paid the said Several
Summs of Money or any part thereof to the said
Thistna Pilly (although so to do he the said
Moottucomaran was often requested by the said
Thistna Pilly) but he to do this hath wholly
refused and still doth refuse to the damage
of the said Thistna Pilly of Five Hundred Star
Pagodas and therefore he brings suit &c.

And the said Moottucomara
proper person comes and defe

filed 15th
1806

Fourth Term 1806

1993

injury or loss Vpon Oath doth that he received from
the Defend of the said Villanueva Christina
pailley nor hath that he the said Villanueva
did undertake and promise (in manner and
forme as the said Vallanueva) the Christina pailley
to the above Recited declaration
nor hath that the said Vallanueva
pailley hath sustained damages
of the Not performing of the said several
promises and undertakings in the said
declaration mentioned to one hundred and
sixty four Pagodas parcel of the said Sum of
Five hundred Pagodas in the said Declaration
mentioned And thereupon the said Vallanueva
Christina pailley prays Judgement and his
damages so acknowledged together with his
costs in that behalf expended to be adjudged to him
Vpon Consideration whereof it is Considered that the
said Vallanueva Christina pailley do recover
against the said Villanueva the
damages aforesaid to One hundred and Six
four Pagodas in form aforesaid acknowledged
and also sixty four Pagodas for his said
Costs and Charges by the Court now here
adjudged to him the said Vallanueva
Christina pailley and with his assent

Judgment signed for
the Plt the
26th Day of November
1806

994

Fourth Term 1806

Writ of Fie. Fa. issued on the 26th day of November 1806

Thereupon the said Cottambadoo Kistnapillay by James Sutherland his attorney prays the Writs of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Houses, Lands, Debts, and other Effects Real and Personal of the said Moottucomaran within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid, by Seizure, and if it be necessary, by Sale thereof, the Sum of Two hundred and Twenty Nine Pagodas, which the said Cottambadoo Kistnapillay recovered against the said Moottucomaran for damages, which he hath sustained as well by Means of the Non-performance of Certain promises and undertakings lately Made by the said Moottucomaran to the said Kistnapillay as for Costs and Charges by him about his Suit in that behalf Expended — and it is granted unto him Returnable here on the Twenty Sixth Day of December next —

Your M Lord

994

Fourth Term 1806

In

Sutherland

Fieri

Ft

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight, 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 six —

Fort St. George
Madras } James Dalton puts in his place James Sutherland his Attorney against Thomas Chase, John Chinnery, John MacDonald, Daniel Watts and Gilbert Ricketts in a Plea of Debt —

Fort St. George
Madras } The said Thomas Chase, John Chinnery, John MacDonald, Daniel Watts and Gilbert Ricketts put in their place Daniel Neal their Attorney in the Suit of the said James Dalton 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 six before the Supreme Court of Judicature at Madras came James Dalton by James Sutherland his Attorney and brought into the said Court then there his certain Plaint against Thomas Chase, John Chinnery, John MacDonald, Daniel Watts and Gilbert Ricketts in a Plea of Debt and there are Pledges to prosecute to wit John Doe and Richard Roe which said Plaint followeth in these words that is to

Fourth Court 16

Plantation Debt filed
10th August 1806

Fort Saint George Madras - James Dalton by James Sutherland his attorney complaining of Thomas Clowes John Chinnery John Mac Donald Edward Wells and Gilbert Bicknell being respectively British subjects and as such within the Jurisdiction of this Honorable Court of a plea that they render to the said James the sum of Nineteen thousand one hundred and seventy three Pagodas Thirteen fanams and thirty Cash without Way or to and unjustly detained from the said James For that Whereas heretofore to wit on the Ninth day of April in the year of our Lord one thousand Eight hundred and four at Madras aforesaid the said the said Thomas John Chinnery John Mac Donald Edward and Gilbert by their certain writing obligatory dated with the seal of the said John Chinnery by and with the authority direction and consent of the said Thomas John Chinnery John Mac Donald Edward and Gilbert and to the Court now here shewn the date whereof is the day and year aforesaid acknowledged themselves to be held and firmly bound unto the said James in the sum of Nineteen thousand one hundred and seventy three Pagodas Thirteen fanams and thirty Cash to be paid to the said James when they the said Thomas John Chinnery John Mac Donald Edward and Gilbert should be thereunto required. Yet and Thomas John Chinnery John Mac Do

Seventy Pagodas Thirteen Fanams and thirty Cash above demanded nor any part thereof but to pay the same to the said James Shave hitherto wholly refused and still refuse to the damage of the said James of Five Hundred Star Pagodas and therefore he brings his suit &c.

Cognovit filed 11th December 1806

And now in this Fourth Term in the year of our Lord One thousand Eight hundred and Six that is to say on the twenty fifth day of September the said Thomas John Chinnery John Mac Donald Edward and Gilbert by Daniel Neale their Attorney come and defend the wrong and injury when &c. And say that the action of the said James they cannot &c. nor but that the said Writing Obligatory is the deed of them the said Thomas John Chinnery John Mac Donald Edward and Gilbert and that they owe to the said James the said sum of Nineteen thousand one hundred and seventy Star Pagodas Thirteen Fanams and thirty Cash above demanded in manner and form as the said James hath above thereof complained against them nor but that the said James hath sustained damages to fifty Seven Pagodas and twenty five Fanams on occasion of the detaining the said debt over and above his costs and charges by him about his suit in this behalf expended And hereupon the said James prays Judgment And his damages so acknowledged to his Costs and Charges by

Hilary Term 1806

999

Judgment signed for the Plaintiff the 11th day of December 1806.

his Bail behalf expended to be adjudged to him for
Therefore it is considered that the said Thomas
do recover against the said Thomas Talon Flannery
Talon Mac Donald Steward and Gilbert his Bail &c
debt damages in form aforesaid acknowledged &
also Twenty eight Pounds five Shillings for his
Costs and Charges by him about his Suit in this
behalf expended by the Court here adjudged to the
said Thomas with his Assent. And the said
Thomas John Flannery John Mac Donald &
Steward and Gilbert in Mercy &c

1200

Town Term 1206

Fourth Term 1806

1001

Read before the Hon^ble Sir Thomas Andrew Strange, Knight Chief Justice — the Hon^ble Sir Henry Gwillim Knight, and the Hon^ble Sir Benjamin Sullivan Knight, two 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 six —

Fort St. George } Gobaurncala Saumy Naicker puts in his place William
Madras } Light his Attorney against Yalam, Vingrapa and Hurrikishen
= ham in a Plea of Trespass on the case —

Fort St. George } The said Yalam, Vingrapa and Hurrikisham put in their
Madras } Plea William Light their Attorney at the Suit of the said
Gobaurncala Saumy Naicker in the Plea aforesaid —

Fort St. George } Be it remembered that in the Vacation after the second Term
Madras } in the Year one thousand eight hundred and four before the
Supreme Court of Judicature at Madras came Gobaurncala
Saumy Naick by William Light his Attorney and he
into the said Court then there his certain Plaint
Yalam, Vingrapa and Hurrikisham in a Plea of

1002

Fourth Term 1806

Plaint in Trespass filed 13th April 1805 -

Fort Saint George Madras - Godavarcotta Sawmy Naicker by - William Light his attorney complains of Yalian - Vengapen and Thurrithistnan all of Madras - Inhabitants and as such Subject to the Jurisdiction of this Honorable Court For that the said Yallian Vengapen and Thurrithistnan heretofore to wit on the Sixteenth Day of March in the Year one thousand - eight hundred and five forcibly broke into and entered a certain Close of the said Goda Vencata Sawmy Naicher called Conapen Pottah de situate and being at Tandore in Madras aforesaid and there and then with their feet in walking trod down trampled upon consumed and spoiled the grass and Corn to wit Naicher of the Value of One thousand Pagodas there then growing and there and there trampled upon dug and rooted up consumed and spoiled other the grass and Corn to wit other Paddy or Rice of the said Goda Vencatasawmy Naicher of the Value of other one thousand Pagodas there and there also growing and other Wrongs to the said Goda Vencata Sawmy Naicher there and there did against the Peace of our Lord the now King And to the said Goda Vencata Sawmy Naicher his Damage of one thousand Pagodas and therefore he brings his Suit &c -

And afterwards that is to say on the Fourteenth Day of March in the Vacation after the first Term in the same Year one thousand eight hundred and six until which day the said Yalian Vengapen and Thurrithistnan had leave to imparl said Plaint and then to answer the same unto the said Goda Vencata Sawmy Naicker by -

Fourth Term 1806

1083

said Yalem, Vangrafen and Hurrichtheim by their said Attorney, and the said Yalem, Vangrafen and Hurrichtheim as to the said Treason above Newly assigned say that they are not guilty thereof in manner and form as the said Goday Vancatacamy Plaintiff hath against them Complained — And of this they put themselves upon the Court &c.

Plea to the new assignment filed 26th March 1806

Issue Joined

And the said Goday Vancatacamy doth the like —

And now at the Third Term in the year one thousand eight hundred and six that is to say on the Sixth day of August to wit which day was given as well to the said Goday Vancatacamy Plaintiff as to the said Yalem Vangrafen and Hurrichtheim Defendants to be then here at Westminster to prosecute their Suit against the said Yalem Vangrafen and Hurrichtheim which day came the parties aforesaid by their said respective Attorneys aforesaid and the Court here fully understanding the Truth thereof and duly and deliberately considered the Evidence and the said Yalem Vangrafen and Hurrichtheim are guilty of the Treason in manner and form as the said Goday Vancatacamy Plaintiff hath above assigned against them and they upon their Deliverance of the said Goday Vancatacamy Plaintiff hath assigned of the premises besides his Costs and

1004

Fourth Term 1806

aforesaid assessed and also Two Hundred and Seventeen Star Pagodas and Seventeen Fanams for his said Costs and Charges by the said Court now here adjudged to the said Goda Venkatasawmy Naicker with his assent which said Damages Costs and Charges in the whole Amount to Two Hundred and Twenty Three Star Pagodas and Seventeen Fanams and the said Yallian Vingeapen and Kurrichristnen in Mercy &c.

Mercy

And Thereupon the said Goda Venkatasawmy Naicker by William Light his Attorney prays Process of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Goods, Lands, Debts, and Other Effects Real and Personal of the said Yallian, Vingeapan and Kurrichristnan within the Jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure, and if it be Necessary by Sale thereof, the Sum of Two Hundred and Twenty three Pags. 417 Fans. which the said Goda Venkatasawmy Naick Recovered Against the said Yallian, Vingeapan and Kurrichristnan for damages assessed, and also for the Costs and Charges by the said Court adjudged to the said Goda Venkatasawmy Naicker — and this granted unto him returnable here on the 7th day of January Next

...uris of Fie Fa...
...ued against the ...ds
...17th day of ...ember 1806

Term Ps Term 1806

1805

1006

Fourth Term 1806.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — the Honble Sir Henry Gwillim, Knight and the Honble Sir Benjamin Sullivan Knight, 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 six —

Fort St. George
Madras
17..

Francis De Silva puts in his place William Light his attorney against Adadum Vencataroyloo Brauniny in a Plea of Debt —

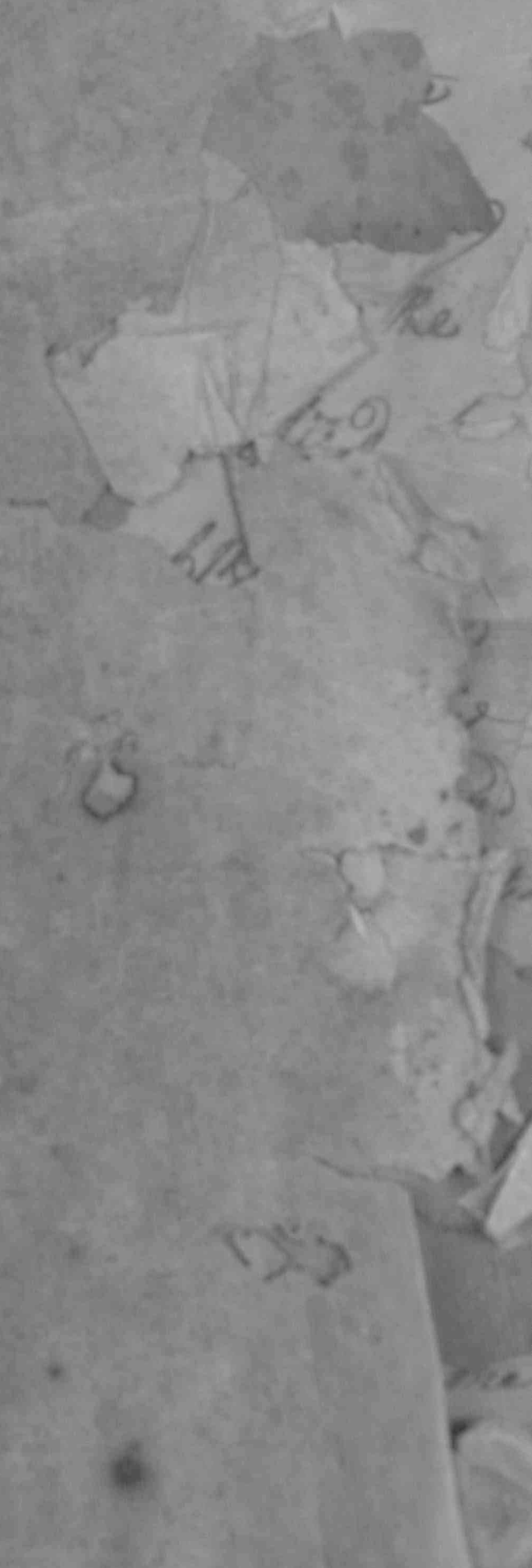
Fort St. George
Madras

The said Adadum Vencataroyloo Brauniny puts in his place Robert Orme his attorney at the Suit of the said Francis De Silva 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 six before the Supreme Court of Judicature at Madras came Francis De Silva by William Light his attorney and brought into the said Court then and there his certain Plaint against Adadum Vencataroyloo Brauniny in a Plea of Debt and there are Pledges for Prosecution to wit, John Doe and Richard Roe, which said Plaint follows in these words that is to say

Fort St



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2637

Parties

Silva

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de

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Term 1806

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Held before the Honble Sir Thomas
Strange Knight Chief Justice — The
Hble Sir Henry Gwillim Knight
the Honble Sir Benjamin Sullivan
His majesty's Justices of the
Supreme Court of Judicature at Madras
the Fourth Term in the Year of our
Lord one Thousand eight Hundred and
Six —

Francis de Silva by Robert Orme his Attorney
Pillay and Canagah Pillah in a Plea of

Pillay and Canagah Pillah in their Person at
the Suit of the said Francis de Silva in the Plea aforesaid —

Fort St. George
Madras ss

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 Francis de
Silva by Robert Orme his Attorney and brought into the said
Court then there his certain Plaint against Tirumgada
Pillay and Canagah Pillah in a Plea of Debt and there are
Pledges to prosecute to wit John Doe and Richard Roe which
said Plaint following in these words that is to say Fort St.
George Madras ss Francis de Silva by Robert Orme his Attorney
complains of Tirumgada Pillay and Canagah Pillah
being Natives Inhabitants of Madras and are such

Plaint in Debt filed
8th June 1805

964

Fo

Plea that they
six hundred
Madras which
For that C
Canagah
in the Year of Ch
at Fort Saint Ge
writing obligatory
Treuengadah Pilla
Court Now here
day and Year af
Names and Descrip
Canagah Pillay of Madras Inhabitants to be
then and there jointly and severally held and firmly bound
unto the said Francis de Silva by the Name and Addition of
Mr. Francis de Silva of the same place Inhabitants in the sum
Sum of Six hundred Star Pagodas Current
Money of Madras to be paid to the said
Francis de Silva when they the said
Treuengadah Pillah and Canagah Pillay should
be thereto afterwards Required. Yet the said
Treuengadah Pillah and Canagah Pillay (altho'
often

No 110.

Partne
Silva
ieg
from 1806

Case not on hath either of them
of Six Hundred Sat Rupees
bars thereof to the said Francis
ry the same or any part thereof
Silva they the said Lewangodah
Case and each of them Hath
id and Still do and each of them Still
Damage of the said Francis de Silva
ay and therefore Suffering evil &c
Now in this Fourth Term in the said
eight Hundred and six that is to say
y of September to which day was given
Francis de Silva as to the said Lewan-
=gabe=dah Pillah and Canagah pillah and the said Lewan
=gadah pillah and Canaga Pillah say Nothing in bar
or preclusion of the said action of the said Francis
De Silva by which the said Francis de Silva
remain thereby undefended against the said Lewangadah
Pillah and Canaga Pillah And afterwards to wit
on the Twenty Sixth day of the said Month of September
in the Term Last aforesaid the Justices of the said Court
having heard the allegations of the Party Plaintiff
and Examined the Truth thereof and duly Considered the

966

Judgment signed for the Plaintiff the 18th day of November 1806.

Writ of Fi. Fa. issued agst the Defendants Goods - on the 18th November 1806.

Fou

is the Deed of
Pillah as the
said Plaint in
it is Consid
do Recover
and Canaga
hundred and fifty
for his Costs an
to the said Fran
said Treungada
&c.

And
by Robert Orme
of Fiere Facias to be
him to levy and make of the Goods, Lands, Debts and
other Effects, Real and Personal of Treungadah Pillah
and Canagah Pillah within the Jurisdiction of the said
Supreme Court of Judicature at Madras aforesaid by Virtue
and if it be necessary by Sale thereof the Sum of seven hundred
and fifty seven Pagodas and thirteen Fanams for Debt
which the said Francis De Silva recovered against the
said Treungadah Pillah and Canagah Pillah, and
also one hundred and fifty seven Pagodas and thirteen Fanams
adjudged to the said Francis De Silva for his damages which he
had sustained as well on Account of the detaining of the said
debt as for his Costs and Charges by him about his suit
in that behalf Expended - and his prayed writ to be
returnable here on the 12th day of December

Commissioners

No 110

Parties

Silas

vij

1206

967

Pleas before the Honble Sir Thomas Strange Knight Chief Justice - The Hon Sir Henry Gwillim Knight and the Hon Sir Benjamin Sullivan Knight Puisne Justices of the Supreme Court of Judicature at Madras of the Last Term in the Year of our Lord one thousand eight hundred and six -

Douglas Brodie George Haliburton put in their place James Sutherland their Franck and George Thomson in a

Fort St George
Madras } ss

The said James Franck and George Thomson put in their place Robert Orme their attorney at the suit of the said John Tulloh, William Douglas Brodie, George Haliburton and Gilbert Falconer in the Plea aforesaid -

Fort St George
Madras } ss

Be it remembered that in the Vacation after the Trinity Term in the Year of our Lord one thousand eight hundred and six before the Supreme Court of Judicature at Madras came John Tulloh, William Douglas Brodie, George Haliburton and Gilbert Falconer by James Sutherland their Attorney and brought into the said Court then here

968

Plaints in Debt
filed 18th November
1806

prosecute to ...
said Plaints fall...
Madras John ...
Halyburton and ...
Attorney Compos...
Subjects and as...
Honble Court of a...
Douglas, George Halyb...
Thirty three Star P...
Money of Madras ...
them Lord Thereof ...
heretofore to wit on th...
Lord one thousand eig...
by their Certain ...
the said James and ...
Whereof the date whereof is ...
themselves to be held and firmly bound to the said John, William
Douglas, George Halyburton and Fellows by the partnership
Name and Description of Messrs Tulloh Brodie Halyburton
and Co. in the Sum of Eighty Nine Thousand and thirty three
Star Pagodas Five Fanams and ten Cash to be paid to the said
John William Douglas, George Halyburton and Fellows
When they the said James and George Thomson should be
thereto afterwards requested, Yet the said James and George
Thomson altho often requested have not nor hath either
of them Yet paid the said Sum of Eighty Nine Thousand and
thirty three Star Pagodas Five Fanams and ten Cash or any
demanded or any part thereof to the said John, William Douglas
George Halyburton and Fellows or to any

Parties
Silas
vij
&

1806

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part thereof to the said John William
on and Gilbert they. The said James and
each of them hath wholly Neglected
of the said John William Douglas George
three Hundred Star Pagodas and

the said James and George Thomson by Robert
and Defend the wrong and injury when &c
iam Douglas George Haliburton and Gilbert
es and George Thomson may answer their
whereupon the said attorney of the said James
says that he is not informed by the said
Thomson of any answer to be given for them
iam Douglas George Haliburton and Gilbert
he he say any thing in bar or preclusion
of the said John William Douglas George
Haliburton and Gilbert whereby they the said John William
Douglas George Haliburton and Gilbert remain therein
undefended against the said James and George Thomson —

Pl. rule
copy for Defts

Judgment signed
for the Plaintiffs
the 18. day of
December 1806

Therefore it is Considered that the said John
William Douglas George Haliburton and Gilbert do recover
against the said James and George Thomson their said debt and
also Forty one Star Pagodas and Twenty two Fanams for their
damages as well occasion of the detaining the said debt
as for their Costs and Charges by them about their suit in this
behalf Expended by the Court now here adjudged to the said
John William Douglas George Haliburton and Gilbert
and with their assent and the said James and George Thomson

970

Sou

Tulloh, William
and Gilbert Falc
Pray the Writ
directed to the
and make of
Real and Personal
within the Jurisdic
=ture at Madras a
by Sale thereof the
four Pagodas Twen
which he said John
Halyburton and Gi
James Frank and Geor
and Twenty two Fanams a
Douglas Brodie, George Halyburton & Gilbert Falconer for
his damages which he had sustained as well on account
of the detention of the said Debts as for his Costs and Charges
by him about his Suit in that behalf Expended and which
is granted unto him Returnable here on the 2d day of February
which will be in the Year one thousand eight hundred and
seven —

said John Tulloh, William

Writ of Fi. Fa. issued
against the Goods
of the Defendants
on the 13th Novr
1806 —

Partus

Silas

iij

Madras ss

Plaint in debt
filed 21st November
1806.

1806

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Term before the Hon'ble Sir
Thomas Andrew Stange Knight
Chief Justice — The Hon'ble Sir
Henry Gaillim Knight, and the
Hon'ble Sir Benjamin Sullivan
Knight, His Majesty's Judges of the
Supreme Court of Judicature at Madras
of the Fourth Term in the Year of our
Lord one thousand eight hundred
and Six —

Esquire puts in his place Robert Orme
James Frank and George Thomson in

e and George Thomson puts in their place
their attorney at the suit of the said John Cumberlidge

in the Plea aforesaid —

Be it Remembered that as of the Fourth Term in the year one
thousand eight hundred and Six before the Supreme Court of Judica-
ture at Madras came John Cumberlidge Esquire by Robert Orme
his attorney and brought into the said Court then here his certain
Plaint against James Frank and George Thomson in a Plea
of debt and there are pledges to prosecute to wit John Doe and
Richard Roe which said Plaint following in these words
that is to say, Madras ss John Cumberlidge Esquire by Robert
Orme his attorney Complains of James Frank and George
Thomson being British Subjects Resident in Madras and
Subject to the Jurisdiction of this Hon'ble Court of a Plea that
they render to him Forty one thousand and Ninety Six Star Pagodas

and unjustly detain from
and George heretofo
the yeer one thous
ley their Certain
of the said James
the date wher
themselues to be then
firmly bound unto
one thousand and
and fifty Cash of the
said John when they
afterwards requested
often requested &c
the said Sum of
Nineteen Fanams and
any part thereof to the said John But to pay the same
or any part thereof to the said John they the said James
and George have and each of them hath hitherto wholly
refused and still do refuse to the said John his Damage
of Fifty Star Pagodas and therefore he brings Suit &c.

Judgment by Confession on warrant of Attorney—

And the said James and George by Favour
Disney their Attorney come and defend the Wrong and injury
When &c and say Nothing in bar or preclusion of the
said action of the said John by which the said James and
remains therein undefended against the said John
George Therefore it is Considered that the said
John recover against the said James and George their
Debt and also Forty two Pagod

Judgment signed for the Plaintiff the 21st November 1806

Parker

Silas

vij

1806

975

Damages which he hath sustained as
the detaining the said Debt as for
by him aboue his suit in his
he Court here adjudged to the said
said the said James and George

Thereupon the said John Cauderlege by
prays the writ of our Lord the King of
to the Sheriff of Madras Commanding him
e Houses, Lands, Debts and other Effects
James Frank and George Thomson within the
Supreme Court of Judicature at Madras
Dif it be Necessary, by due Methods
Levied and Finally the Star Pagodas
by Cash for Debt which the said
John Cauderlege sued against the said James Frank and
George Thomson and also forty two Pagodas and thirty four
Fanams adjudged to the said John Cauderlege for his damages
which he had sustained as well on occasion of the detention
of the said Debt as for his Cost and Charges by him about
his Suit in that behalf Expended, and it is granted unto
him returnable here on the second day of February next —

Writ of Fi. Fa. issued
against the Goods of
the Defendants in the
21st Nov.r 1806

974

Parties
Silas
vij

Term 1806

975

Pleas before the Honble Sir Thomas Strange Knight Chief Justice & the Honble Sir Thomas Williams, Knight, the Honble Sir Benjamin Sullivan & 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 six

Esquire administrator of the Goods, Chattels, & Credits of David Young deceased puts in his place Daniel Peale who puts in his place Robert Orme Esquire the said Gilbert Ricketts in the Plea

Madras, to wit, Be it remembered that on the 21st day of November in the Fourth Term in the year of our Lord one thousand eight hundred and six before the said Supreme Court of Judicature at Madras came Gilbert Ricketts Esquire administrator of the Goods, Chattels and Credits of David Young deceased by Daniel Peale his Attorney and brought into the said Court then there his certain Bill against James Strank in a Plea of debt, and there are Pledges to prosecute to wit, John Doe and Richard Roe which said Bill of the said Plaintiff is in these words, that is to say.

Plaint in debt filed 21st November 1806

Madras to wit Gilbert Ricketts Esquire Administrator of the Goods Chattels and Credits of David Young late of Madras Merchant deceased (by Daniel Peale his Attorney) Complains of James Strank

976

Court of a Plea from
Two Thousand Nine
Star Pagodas and
which he ought
said Gilbert
For that whereas
the year of Christ
at Madras the
obligatory seale
our Lord the
is the day and
to be held and
Administrator
five hundred
paid to the said
James (although often requested) hath not paid the
said Two thousand five hundred and Ninety seven Star
Pagodas above demanded or any part thereof to the said Gilbert but
he to pay the same hath hitherto wholly refused and
still doth refuse To the damage of the said Gilbert
as Administrator aforesaid of One hundred Star
Pagodas and therefore he brings his suit &c
And the said James by Robert Orme his
Attorney comes and defends the wrong and injury
when &c and says that he cannot deny the said
Action of the said Gilbert nor but that the said
Writing obligatory in the said Plaint of the said Gilbert
mentioned is the deed of him the said James nor but that
he the said James doth owe to and detain from the
said Gilbert the said sum of Two thousand

No 113

Writ of Fire Facias issued the 25th day of November 1806

Parties
Silas
ii

[illegible] 1806

977

[illegible] Seven last Regulations above
[illegible] and sworn as the said Gilbert
[illegible] complained against the said
[illegible] the said Gilbert
[illegible] and also for his Costs and Charges
[illegible] his suit on their behalf
[illegible] considered and Adjudged
[illegible] the Court here that the said
[illegible] against the said James his Debt
[illegible] Five Hundred and Ninety seven Pagodas
[illegible] that the said James pay
[illegible] for his said Costs and Charges
Pagodas and Twenty four Fanams
[illegible] James he in Money &c.
upon the said Gilbert by Daniel
prays the Writ of our Lord the King of
Fire Facias to be directed to the Sheriff of Madras Commanding
him to levy and make of the Houses Lands Debts and
other Effects, Real and Personal of James within the
jurisdiction of the said Supreme Court of Judicature at Madras
the sum of Two Thousand Five Hundred and Ninety Seven
Star Pagodas for Debt, which the said Gilbert recovered
against the said James and also Forty Pagodas and
twenty four Fanams adjudged to the said Gilbert for his
damages which he had sustained as well on account of
the detention of the said Debt as for his Costs and

978

Your C

here on the Twen from

No 113

Parker
Silas
vs

Year 1806

970

Pleas before the Honble
Sir Thomas Andrew Strange Knight
Chief Justice — The Honble Sir
Henry Gawdon Knight and the
Honble Sir Benjamin Sullivan
Knight 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 six —

Fort St George
Madras } High Lindsay puts in his place James Sutherland his attorney
against John Byng in a Plea of Trespass on the case —

Fort St George
Madras } The said John Byng puts in his place Daniel Wale
his attorney at the suit of the said Hugh Lindsay in the Plea
aforesaid

Fort St George
Madras } Be it remembered that in the Month after the second Term in the Year one
thousand eight hundred and six before the Supreme Court of Judicature at
Madras came Hugh Lindsay by James Sutherland his attorney
and brought into the said Court then there his Certain
Plaint against John Byng in a Plea of Trespass on the case
to the damages for the prosecution to wit John Doe and Richard

980

Plaint in assumpsit
filed 5th July 1806

Fort St. George Madr[as]
Sutherland [illegible]
being a Britis[h]
to the Juriscts[iction]
Whereas the [illegible]
day of July [illegible]
and Six was in[debted]
in the Sum of [illegible]
Pagodas Curre[nt]
transporting an[d] the
parts beyond the
in the East Ind[ies]
the Rockingham
and there Mad[e]
instance and [for]
the said John [illegible]
writ in the same day and Year aforesaid at Madras
aforesaid undertook and to the said Hugh then and there
faithfully promised to pay him the said Sum of
Money when he the said John should be thereto
afterwards requested. And Whereas afterwards to
writ on the same day and Year aforesaid at Madras
aforesaid in Consideration that the said Hugh at the
like special instance and request of the said John
said before that time carried transported and
conveyed the said John from parts beyond the
to wit from London to Madras in the East Indies
in a certain Ship or Vessel called the Rockingham
whereof the said Hugh was then and there
the Master and commander he the said John
understood and to the said Hugh

No 11

Parties
Silas
vs

1806

pay him so much money as he
owed to him for the same
should be thereto afterwards
Hugh every that he therefore
me of the said John for the
and four hundred Pagodas
to wit at Madras aforesaid
for afterwards to wit on the same
there had notice And Whereas
day to wit on the same day and
year aforesaid was indebted to the
sum of one Thousand and five
and Money aforesaid for meat Drink
and other necessaries by the said
and provided for the said
to wit for the space of six Months
And during
Said being so indebted he the said John in consideration
thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook and to
the said Hugh then and there faithfully promised
to pay him the said last mentioned sum of
money when he the said John should be thereto
afterwards required And Whereas afterwards to wit
on the same day and year aforesaid at Madras aforesaid
in consideration that the said Hugh at the like
special instance and request of the said John had

982

Hugh to pray [illegible] from
reasonably de[mand]
the said Johan[na]
And the said Hugh
deserved to
one Pound
Money aforesaid
the said John
Year aforesaid
the said John
and Year afor
indebted to the
and five hun
for the work
Hugh before
by him the sa
about the busines
and at his Special instance and request and
being so indebted he the said John in consider
aforesaid at Madras aforesaid undertook and
said Hugh then and there faithfully [illegible]
him the said last mentioned sum of Pagodas
he the said John should be thereto after
requested And whereas afterwards to wit the
same day and Year aforesaid at [illegible]
in consideration that the said Hugh
special instance and request of the said John
had before that time done performed
other his work and labor
himself and his Servants

[redacted]

Partners promised [illegible] and Lewis
Silva or his Ass[illegible] to D[illegible]
eight hundred
seven Dollars and Cen
days from the Date thereof with Interest at
(6) Per Cent per Annum Value Received and
then and there Delivered said Note to the said
Francis whereby by Reason of
said several Premises and by force
Statute in such case ma[illegible] and provided he
said Adrian John De[illegible] Lewis
became liable to pay to said Francis the
said Sum of Money in the said Note Specified
according to the Tenor and Effect of the said
Note and being so liable they the said Adrian
John De Vries and Lewis in Consideration
thereof afterwards to wit on the day and
year aforesaid at Cedras aforesaid under-
took and faithfully promised the said
Francis to pay to the said Sum of
Money in the said Note Specified according
to the Tenor and Effect thereof and whereas

[illegible] Term 1806

[illegible] to
[illegible] a
[illegible] gu
[illegible] of Life
[illegible] much Mo[illegible]

[illegible] John De Fries and Lewis [illegible]
[illegible] day and Year aforesaid at Madras
[illegible] to the said Francis in other
[illegible] hundred and Sixty Star Pagodas
[illegible] of Madras aforesaid for so
[illegible] said Francis before that time
and Adrian the said [illegible] John De Fries and
being so bled they the said Adrian John De Fries
to wit, the same day and Year aforesaid
Madras aforesaid undertook and then and there
faithfully promised the said Francis to pay him
the said [illegible] mentioned Sum of Money when they the
said Adrian John de Fries and Lewis should be
thereto afterwards Requested. And Whereas
also the said Adrian John De Fries and Lewis
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid were indebted
to the said Francis in other Seven thousand Seven
hundred and Sixty Star Pagodas of like Current
Money of Madras aforesaid for so much Money
lay

No 1

by the said Adrian, Lewis and Lewis
before that time had & to do
the use of the said Francis
they the said Adrian for
in Consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid
undertook and to the said Francis then and there
faithfully promised to pay the said
ed Sum of money when they the said Adrian
John De Fries, and Lewis should be there to
afterwards required and whereas also the
said Adrian, John de Fries and Lewis aforesaid
to wit on the same day and year aforesaid at
Madras aforesaid accounted with the said
Francis of and Concerning divers other Sums
of Money before that time due and owing
from the said Adrian John de Fries and
Lewis to the said Francis and then being
in arrear and unpaid upon which said
account they the said Adrian John de Fries

Term 1806

to
a
of

ded to the said Francis in another large
sum the Sum of other Five Thousand Seven
Sixty Star Pagodas of like Current money
aforesaid and being so indebted They the
said Adrian John De Fries and Lewis afterwards
to wit on the same day and year aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Francis to pay him the said last
mentioned Sum of money when they the said Adrian
John de Fries and Lewis should be there to afterwards
requested - Yet the said Adrian John de Fries
and Lewis not regarding the said several promises
and undertakings so made by them in this behalf
intending craftily and subtilly to defraud and
deceive the said Francis in this behalf have
not yet paid the said several sums of money
or any part thereof to the said Francis although
so to do they the said Adrian John de Fries
and Lewis have been often requested yet to do
this they have hitherto wholly refused and
still do refuse to the Damage of the said Francis
of Five Thousand Seven Hundred and Sixty
Star Pagodas - and therefore he brings his

No 1

First Term 1815

Suit and Declaration

And afterwards (that is to say

Plea filed the 19. September 1825 —

in the Fourth Term of the said Four thousand eight hundred and five until which day the said Adrian John and Lewis de Silva had leave to impard to the said Plaintiff and then to answer the same, came as well the said Francis de Silva by his said Attorney, as the said Adrian, John and Lewis, by their said Attorney - and the said Adrian, John and Lewis defend the wrong and injury when &c and (as to all the said Superseded promises and Undertakings of the said Adrian, John and Lewis in the said Plaintiff of the said Francis Mentioned and as to all the said Sums of Money therein Specified and Mentioned Except as to Two thousand nine hundred and eleven Star Pagodas and forty two Fanams payable in the Securities for money of the Government of Fort St. George called Treasury Notes of the said Government part of the said Sums of Money in the first Count of the said Plaintiffs mentioned) say that they did not undertake or promise in Manner and Form as the said Francis hath

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Fort Lenn 1806

[illegible] may may be inquired of by the Court
[illegible] to [illegible] said promise and undertaking
in [illegible] Count of the said Plaint mentioned
(as [illegible] said Two Thousand Nine Hundred and
eleven Star Pagodas and forty two Fanams
payable in the Securities for Money of the
Government of Fort Saint George called Treasury
Notes of the said Government for and towards
the said Sum of Money in this Count mentioned
the said Adrian, John and Lewis say that the
said Francis ought not to have or maintain
his aforesaid action against them the said
Adrian, John and Lewis to recover any further
damages against them than the said Two
Thousand Nine Hundred and eleven Star Pagodas
and forty two Fanams payable in the said Securities
for Money of the Government of Fort Saint
George called Treasury Notes of the said
Government because they say that before
and at the time of the making the Rule
in Writing in the said First Count above
alleged to have been made and [illegible]

No 1

the said Adrian Jouveneau in the 55th year of
the Seventeenth Day of
our Lord one thousand
and five at Madras aforesaid it was
agreed by and between the said Francis and
the said Adrian John and Louis that
when and so soon as the said Note should
become due and be payable or at any time
after that the said Note should have become
due and be and remain payable according to the
tenor and effect thereof in and by the said
first Recited of the said Recited Note
of the said Francis should and would
accept of and receive as Satisfaction of and
for the said Principal Sum of Two Thousand
eight Hundred and eighty Star Pagodas
Thirty seven Fanams and Seventy Cash
in the said Note above Specified and
of and for the interest Monies which should
appear to be due for the same or of or for

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Fulham 1806

[illegible] Securities for Money called or known
[illegible] to [illegible] by the Name of Treasury Notes of
[illegible] at [illegible] of Fort St. George, and in full
the [illegible] for so much Satisfaction of and for the said
Sum of Two Thousand eight Hundred and
eighty Star Pagodas thirty seven Fanams
and Seventy Cash and interest as aforesaid
as the Principal Monies payable in and
by any such Treasury Note or Notes, and the interest
which should have accrued and become due thereon
should amount unto - And the said Adrian, John
and Lewis further say that afterwards and after
the Making of the Promise and undertaking of
them the said Adrian, John and Lewis in the
said first Count of the said Plaint above mentioned
and after that the said Note in writing of them
the said Adrian, John and Lewis in that
Count Mentioned had become due and been payable
according to the tenor and Effect thereof and
before the filing of the Plaint of the said Francis
in this behalf to wit on the Twenty fifth day

No.

of July in the Year of our Lord one Thousand
eight Hundred and five for the Port Madras
aforesaid there had become due from
them the said Adrian, John and Louis to the said
Francis for Principal and Interest monies
Secured and payable in and by the said Note in
writing of them the said Adrian, John and Louis
in the said first Count of the said Plaintiffs
Mentioned, the Sum of Two Thousand Nine Hundred
and eleven Star Pagodas and forty two Fanams
and no more, and that on the same Twenty
fifth day of July in the Year aforesaid at
Madras aforesaid they the said Adrian, John
and Louis tendered and offered to be paid to
the said Francis in lieu and with certain of the
aforesaid Securities for money Called or Known
at Madras by the Name of Treasury Notes
of the Government of Fort St. George and
in lieu and with the Principal Monies payable
and the Interest Monies then accrued and due

First Term 1806

to known as aforesaid by the Name of
a notes the sum of Two Thousand Nine
Hundred and one Pagodas and forty two Fanams
in full for and as Satisfaction of the sum of
Two Thousand Nine Hundred and one Pagodas
and forty two Fanams of the Principal and
Interest Monies then due as aforesaid and
Secured and Payable upon and by virtue of
the said Note in Writing of them the said Adrian
John and Lewis in the said first Count of
the said Plaint above Mentioned - and
Has the Sum of Ten Star Pagodas (being
the Residue of the said Principal and Interest
Monies so due and Payable as last aforesaid)
they the said Adrian, John and Lewis on the
same Twenty fifth day of July in the Year
aforesaid at Madras aforesaid tendered and
offered to be paid to the said Francis in
Cash according to the Tenor, Form and Effect
of the aforesaid agreement made by and be-

them the said Adrian, John and Louis and
the said Francis which [illegible] real sums
and Satisfaction of Two thousand Nine hundred
and one Pagodas and forty two Fanams and
ten Pagodas the said Francis then and there
refused to accept from the said Adrian, John and
Louis - and the said Adrian, John and Louis
further say that always from the time of the
making of the said Promise and Undertaking of
them the said Adrian, John and Louis in the said
first Count of the said Plaints above supposed
they have been and still are ready and willing
to pay to the said Francis according to the tenor
form and effect of the aforesaid agreement made
by and between the said Francis and them the
said Adrian, John and Louis the said
Two thousand Nine hundred and eleven Star Pagodas
and forty two Fanams in the said Securities
called Treasury Notes of the Government of
Fort Saint George - and this they are ready
to verify Wherefore they pray Judgment

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First Term 1806

Said action against them the said Adrian to Louis to Recover by Reason of the said Causs of the said Plaint any further damages Sum or Sums of Money or Satisfaction than the said Two thousand nine hundred and eleven Pagodas and forty two Fanams payable in the said Securities called Treasury Notes of the Government of Fort Saint George according to the tenor of the aforesaid agreements in this Plea above mentioned -

Replication filed the 26th Sept. 1805.

And the said Francis as to the Plea of the said Adrian, John and Louis above pleaded in bar and whereof they have put themselves on the Court doth the like and the said Francis as to the Plea of the said Adrian John and Louis above pleaded in bar as to the said Two Thousand nine hundred and eleven Star Pagodas and forty two Fanams part and parcell of the said Sums of Money in the said first Count of the said Plaint Mentioned says that he by Reason of any thing in the said Plea alledged ought not to be barred from having his aforesaid action thereof against the said Adrian, John and Louis to Recover any further damages against them than the Two Thousand nine hundred and eleven Star

No. 1.

and forty two Pounds payable in the said Securitys for Money of the Government of Lower Canada called Treasury Notes of the said Province as becomes he says the Same before and at the time of the making the said Note in Writing in the said Plaint mentioned it was not agreed by and between the said Francis and the said Adrian, John and Louis in manner and form as the said Adrian, John and Louis have in their said Plea alone alledged and this the said Francis Prays may be enquired of by the Court - and the said Adrian, John and Louis do the like -

Issue Joined

And Now on the fourteenth day of October in the Year of our Lord one thousand eight hundred and nine, and before the Justices of this Court at the Sitting of the Court after the Fourth Term in the said Year (being the day given by the said Court for this purpose to the said Parties respectively) come the said Francis by his said Attorney and the said Adrian, John and Louis by their Attorney aforesaid and the Justices of the said Court having Examined and Considered the several allegations of the said Parties and the Depositions of the

Judgment filed the 7th day of February as of the 1st Term 1806

First Term 1806

Judgment signed for the Defendants the 7.th day of February 1806 -

respectively were about to give of and upon the Premises
[illegible] and Sentence according to Justice and
Right whereupon the said Francis departed from
the Court and (although solemnly Called) came not
again has made Default nor did he further prosecute
his said Plaint against the said Adrian, John and
and Lewis, Therefore it is Considered and
adjudged that the said Francis take nothing
by his said Plaint but that he and his
pledges to prosecute be in mercy &.c and that
the said Adrian, John and Lewis go thereof
without day - and the said Justices do award
and Order that the said Adrian, John and
Lewis Recover against the said Francis their
Costs and Charges by them about
their defence in this behalf the Sum of one
Hundred and thirty four Pounds and forty
Shillings - and that the said Adrian, John
and Lewis have Execution -

No 1.

First Term 1806

First Term 1806

Read before the Honble Sir Henry Gwillim Wright one of the 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 Six -

Fort St. George
Madras } John Wright, John Edward Branson and James Franck Suit in their place James Sutherland their Attorney, against John Reilly - in a Plea of Debt -

Fort St. George
Madras } The said John Reilly puts in his place William Leigh his Attorney at the suit of the said John Wright, John Edward Branson & James Franck in the Plea aforesaid -

Fort St. George
Madras } Be it remembered that in the First Term of the said year one thousand eight hundred and Six before the Supreme Court of Judicature at Madras came John Wright, John Edward Branson and James Franck by James Sutherland their Attorney and brought into the said Court then there their certain Plaint against John Reilly 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

Non

First Term 1806

Plaint in Debt filed the 8th February 1806

Fort Saint George Madras John Wright, John Benard Branson and James Frank by James Sutherland their attorney Complains of John Reilly being a British Subject and as such a person liable to the Jurisdiction of this Honble Court of a Plea That he render to the said John Wright, John Benard and James Twelve Thousand Nine Hundred and Seventy Nine Star Pagodas Three Fanams and fifty cash which he owes to and unjustly detains from them - For that Whereas the said John Reilly heretofore to wit, on the first day of January in the year one thousand eight hundred and five at Madras aforesaid by his Certain Writing obligatory sealed with the seal of him the said John Reilly 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 unto the said John Wright, John Benard and James by the Name and addition of

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First Term 1806

James Franck Inhabitant &c the same place
in the Sum of Twelve Thousand Nine Hundred
and Seventy Nine Star Pagodas Three Fanams
and Fifty Cash to be paid to the said John
Wrights. John Edward and James when he
the said John Reilly should be there to afterwards
often Requested Hath not paid the said Sum
of Twelve Thousand Nine Hundred and Seventy
Nine Star Pagodas Three Fanams and Fifty
Cash or any part thereof to the said John
Wrights, John Edward & James but to pay
the same he the said John Reilly hath
Wholly Refused and still doth Refuse to the
Damage of the said John Wrights, John
Edward and James of one hundred Pagodas
and therefore they bring Suit &c

And the said John Reilly by William
Light his attorney comes and defends the wrong
and injury when &c and the said John Wrights
John Edward and James pray that the said
John Reilly may answer to their said Dec

No 2.

Judgment by confession upon a Warrant of Attorney

Whereupon the said Attorney of the said John Reilly say
that he is not informed by the said John Reilly of
any answer to be given for the said John Reilly
in the premises nor doth he say any thing in
bar or preclusion of the said action of the said
John Wright, John Edward and James by which
the said John Wright, John Edward and James
remain therein undefended against the said John
Reilly -

Wm. Light
Defendts Atty

Judgment signed for the Plaintiffs the 8th day of February 1806-

Therefore it is Considered that the
said John Wright, John Edward and James
recover against the said John Reilly their said
debt and also thirty six Pounds and
Twenty eight Shillings for their damages
which they have sustained as well by
Occasion of the detaining the said debt
as for their Costs and Charges by them
about their suit in this behalf Expended
by the Court. Now here adjudged to them
by their assent, and the said John Reilly
in Mercy &c.

First Term 1806

Pleas before the Hon^ble Sir Henry Gwillim Knight one of the 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 six -

Fort St. George, Madras } Shevarayen and Devaputty put in their place James Sutherland their attorney against Michael Kiracoos an Armenian Inhabitant of Madras - in a Plea of Trespass on the case -

Fort St. George, Madras } The said Michael Kiracoos in his own proper person at the Suit of the said Shevarayen and Devaputty in the Plea aforesaid -

Fort St. George, Madras } Be it remembered that in their First Term in the Year of our Lord one thousand eight hundred and six the Supreme Court of Judicature at Madras came Shevarayen and Devaputty by James Sutherland their attorney, and brought into the said Court then here their certain Plaint against Michael Kiracoos an armenian Inhabitant of Madras in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint in a Summons filed 31st July 1805 follows in these words, that is to say, For [illegible]

Madras

No 3 -

Madras Shevarayen and Devaputty by James Salle-
-and their Attorney Complains of Michael Hiracoas
being an armenian Inhabitant of Madras and as
such a person liable to the Jurisdiction of this
Hon^ble Court: For that whereas the said
Michael Hiracoas heretofore to wit on the Twentieth
day of March in the Year of Christ one thousand
eight hundred and five at Trangambar to wit
at Fort St. George Madras aforesaid made his
certain Note in writing Commonly called a
Promissory Note his own proper hand being
thereto subscribed bearing date the same day
and Year aforesaid and then and there delivered
the said Note to one Joseph Amalau Cambon
and thereby three Months after date the said
Michael Hiracoas did promise to pay to the
said Joseph Amalau Cambon (by the Name
and discription of Joseph Amalau Cambon
Esq^r) or Order the Sum of Eight hundred
and Sixty four Porto Novo Pagodas Seven
fanams and fifty two cash with interest
at Twelve per Cent per annum for Value
Received of him the said Joseph Amalau

First Term 1806

to whom or to whose Order the payment of the said
Sum of Money in the said Note Mentioned within
as aforesaid 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 in the said
Note Specified or of any part thereof to wit
on the first day of April in the Year aforesaid
at Tranquebar aforesaid to wit at Madras
aforesaid indorsed the said Note his own proper
hand writing being to such indorsement subscribed
by which said indorsement he the said Joseph Arnal
Coulon appointed the Contents of the said Note so
indorsed to be paid to one I Folliot or Order
and the said I. Folliot to whom or to whose
Order the payment of the said Sum of Money in the
Note Mentioned was by the last mentioned indorse-
ment appointed to be made afterwards 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 writing being
to such last Mentioned indorsement subscribed
and by the said last Mentioned indorsement appointed
the Contents of the said Note to be paid to the said
Shenanayen

No 3

Supreme Court

Judgment Roll

First Term 1806

Section 2.ª

Renarayen and Dinapully and then and there delivered the said Note so indorsed to the said Renarayen and Dinapully of which said Several indorsements so made on the said Note as aforesaid the said Michael Hiracoos afterwards to wit on the same day and year last aforesaid at Madras aforesaid had Notice whereby and by reason of which the said Several promises and by force of the Statute in such Case Made and provided the said Michael Hiracoos became liable to pay to the said Renarayen and Dinapully the said Sum of Money in the said Note Specified according to the tenor and Effect of the said Note and of the said Several indorsements so thereon Made as aforesaid and being so liable the said Michael Hiracoos in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Renarayen and Dinapully then and there faithfully promised to pay them the said Sum of Money in the said Note Specified according to the tenor

First Term 1806

Several indorsements so thereon Made as aforesaid
and the said Shenarayen and Dewaputty does Hereby
the said Eight Hundred and Sixty four Porto Novo
Pagodas seven fanams and fifty two Cash in
the said Note Mentioned at the time of making
the said Note was and from thence hitherto doth
Remain and Rests is of the Value of Seven Hundred
and eight Star Pagodas Sixteen fanams and
Forty Cash Current Money of Madras to wit
at Madras aforesaid - And Whereas the said
Michaeb Hiracoos afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid was indebted to the said Shenarayen
and Dewaputty in other Sum of one thousand
Star Pagodas of like Current Money for Cornuck
Money by the said Shenaray and Dewaputty before
that time Laid out expended and paid for the
said Michaeb Hiracoos at his Special instance
and Request and Living so Indebted. the said
Michaeb Hiracoos in Consideration thereof
afterwards to wit on the same day and

No 3

First Term 1806

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last aforesaid at Madras aforesaid undertook and to
the said Shavarayen and Dunapetty then and there,
faithfully promised to pay them the said last mentioned
Sum of Money when he the said Michael Kiracaas
should be thereto afterwards Requested - And
Whereas the said Michael Kiracaas afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said
Shevarayen and Dunapetty in other sum of one
Thousand Star Pagodas Current Money aforesaid
for so much Money by the said Michael Kiracaas
before that time had and received to the
Use of the said Shevarayen and Dunapetty and
being so indebted the said Michael Kiracaas in
consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid undertook and to the said Shevarayen
and Dunapetty then and there faithfully
promised to pay them the said last mentioned

First Term 1806

And Whereas also the said Michael Hiracoos afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Shevarayen and Dwapatty of and Concerning divers other Sums of Money before that time due and owing from the said Michael Hiracoos to the said Shevarayen and Dwapatty and then being in arrear and unpaid to them and upon which said account the said Michael Hiracoos was then and there found in arrear and indebted to the said Shevarayen and Dwapatty in another large Sum of Money to wit in the other Sum of one Thousand Star Pagodas Current money aforesaid and being so found in arrear and indebted he the said Michael Hiracoos in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Shevarayen and Dwapatty then and there faithfully promised to pay them the said last mentioned sum of Money when he the said Michael Hi

Should be Hereto afterwards Required Yet the said Michael Heracoos Not Regarding the said Several Promises and undertakings so by him Made on his behalf as aforesaid but Contriving and fraudulently intending Craftily and Subtilly to Deceive and defraud the said Shevarayen and Devapatty in this behalf hath Not as yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Shevarayen and Devapatty or any or either of them (although often Required so to do) but to pay the same to the said Shevarayen and Devapatty or any or either of them he the said Michael Heracoos hath hitherto wholly refused and Still doth refuse to the damage of the said Shevarayen and Devapatty of one thousand Star Pagodas and therefore they bring Suit &c.

Said the said Michael Heracoos in his own proper person comes and defends the wrong and injury when &c. and says that he cannot deny the action of the said Shevarayen and

Cognovit filed 11th February 1806

First Term 1806

and form as they the said Shenarayen and Damaputty have above thereof Complained against him, nor but that they the said Shenarayen and Damaputty have sustained damages on occasion of the not performing of the said Several promises and Undertakings in the said Declaration Mentioned to Seven Hundred and Eighty one Star Pagodas twenty three Fanams and forty cash - and thereupon they the said Shevarayen and Damaputty pray Judgment and their damages so acknowledged together with their costs and Charges by them about their suit in this behalf Expended to be adjudged to them &c.

Judgment by Plea of Confession.

Therefore it is Considered that the said Shenarayen and Damaputty do Recover against the said Michael Hiracoas their damages aforesaid acknowledged and also sixty seven Pagodas and thirty two Fanams for his said Costs and Charges by the Court now here adjudged to the said Shenarayen and Damaputty and with their assents which said damages Costs and Charges in the whole amount

Judgment signed for the Plaintiff the 11th day of February 1806

First Term 1806

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eight Hundred and forty nine Pagodas ten Fanams
and forty cash = and he called Michael Kiracos

mercy in Mercy Viz.

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First Term 1806

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

Fort St. George Madras } Terucaulatty Chittyar puts in his place Daniel Neale his attorney against Shevacanny a Hindoo Inhabitant of Madras in a Plea of Trespass on the Case -

Fort St. George Madras } The said Shevacanny puts in her place Gilbert Ricketts her attorney at the Suit of the said Terucaulatty Chittyar in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the thirtieth day of December 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 Terucaulatty Chittyar by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against the said Shevacanny 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 Terucaulatty Chittyar by

Plaint in Assumpsit filed 31 December 1805

his attorney Complains of Thevacaumy a Hindoo Inhabitant
of Madras and as such a Person Subject to the
Jurisdiction of this Honble Court — For that Whereas
the said Thevacaumy on the Seventh day of October
in the Year of Christ one thousand eight hundred and
five at Madras Made his Certain Instrument in
writing in the Malabar Language purporting to be
and Called a Mortgage Bond her own proper hand
being thereunto Subscribed and bearing date the
Twenty Seventh Poorattassy of Cholum Year
answering to the day and Year of Christ aforesaid
and then and there delivered the same Instrument
in writing to the said Tenucaulatty by which said
Instrument in writing the said Thevacaumy (by
the Name and addition of Thevacaumy Daughter
of Latchmy dancing Girl of Aurany Pitchaimeru-
=muarar or God of Madras) acknowledged that
on the day of the Making thereof she had in Consid-
=eration of her urgent occasion desired the said Tenucau-
=latty (by the Name and addition of Tenucaulatty
Chettyar Son of Condapaukom Caulatty Chettyar
of Madras) to pay to the Debt of Nowaly
Condappa Mudaliar the Sum of Two Hundred
Star Pagodas Current Money of Madras and

interest as should or might become due thereon at the
rate of Twelve per Cent per Annum By Means whereof
the said Shevacaumy became liable to pay to the said
Tericaulatty the said Sum of Money in the said
Instrument in writing Specified when she the said
Shevacaumy should be thereto afterwards Required
And being so liable the said Shevacaumy 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 Teri=
caulatty to pay him the said Sum of Money in the
said Instrument in writing Specified when
she the said Shevacaumy should be thereto
afterwards Required — And Whereas the said
Shevacaumy afterwards to wit on the Twenty first
day of December in the Year aforesaid at Madras
aforesaid was indebted to the said Tericaulatty in
the Sum of Five Hundred Star Pagodas of the
Current Money of Madras for Money by the said
Tericaulatty before that time lent and advanced
to the said Shevacaumy and at her Special instance
and Request — And being so indebted she the said
Shevacaumy in Consideration thereof afterwards
to wit on the same day and Year last

at Madras aforesaid undertook and then and there faithfully promised the said Tirucaulatty to pay him the said last mentioned Sum of Money when she the said Shivacaumy should be thereto afterwards Requested - And Whereas the said Shivacaumy afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Tirucaulatty in the further Sum of Five Hundred Star Pagodas of like Lawful Current Money of Madras for Money by the said Tirucaulatty before that time laid out, Expended and paid for the said Shivacaumy and at her like Special instance and Request - And being so indebted she the said Shivacaumy 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 Tirucaulatty to pay him the said last mentioned Sum of Money when she the said Shivacaumy should be thereto afterwards Requested - And Whereas the said Shivacaumy afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Tirucaulatty of and Concerning divers other Sums of Money before that time due and owing

and upon that accounting the said Shevacanny was then and there found to be in arrear and indebted to the said Tenucaulatty in the further Sum of Five hundred Star Pagodas of the like Current Money of Madras - And being so found in arrear and indebted she the said Shevacanny 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 Tenucaulatty to pay him the said last Mentioned Sum of Money when she the said Shevacanny should be thereto afterwards Requested Yet the said Shevacanny not Regarding her said several promises and undertakings so by her in Manner and form aforesaid made, but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Tenucaulatty 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 Tenucaulatty although so to do the said Shevacanny was Requested by the said Tenucaulatty 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 Tenucaulatty the said Shevacanny hath hitherto wholly refused and still doth refuse to the damage of the

No 4

Ferucaultatty of Five Hundred State Pagodas and
therefore he brings his Suit &c.

And the said Shenacaumy by Gillies
Ricketts her attorney comes and defends the wrong
& injury when &c and says that she cannot deny
17th February the said action of the said Ferucaultatty nor his
1806 that she did undertake and promise in Manner
and form as the said Ferucaultatty hath above
thereof Complained against her nor has
the said Ferucaultatty hath sustained damage
by occasion of the non performance of the several
promises and undertakings in the said Plaints
Judgment by Plea of Confession above contained to the sum of Five Hundred
Star Pagodas as the said Ferucaultatty hath
above alledged and thereupon the said
Ferucaultatty 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 It is therefore Considered and
Judgment signed for the Plaintiff 17th day of February 1806. adjudged that the said Ferucaultatty do recover
against the said Shenacaumy his damages
by her said to the said sum of Five Hundred

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Trin Term 1806

and Charges by the Court here awarded to the said
Terr clandestinely and with his assent - and the said
Mercy Renacauny in Mercy &c.

No 4

First Term 1806.

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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 of the First Term in the Year of our Lord one thousand eight hundred and six

Fort St. George, Madras } John Doe on the demise of Ayaraz Canjy Mookia Ibn Ahammed Cauny Said puts in his place William Light his attorney against Telesinga Chitty in a Plea of Trespass and Ejectment -

Fort St. George, Madras } The said Telesinga Chitty puts in his place James Dixon his attorney 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 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 Telesinga Chitty in a Plea of Trespass and Ejectment and there are pledges for the

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First Term 1806

Plaint in Exchmt
filed 31st
May 1805-

Words that is to say - Fort St. George Madras To wit
Doe by William Leighs his attorney Complains of Tolesinga
Chitty an Inhabitant of Madras and as such liable to
the Jurisdiction of this Honorable Court For that one
Agarah Caujy Markeadeen Ahammed Cauju Late also
of Madras aforesaid heretofore to wit on the first
day of October in the Year of Christ one thousand eight
hundred and in the Forty fourth Year of the Reign
of our Lord the Now King to wit at Madras aforesaid
had demised granted and to farm Let to the said
John Doe ten Messuages ten Dwelling Houses ten
Shops ten Outhouses ten Stables ten Go
Bungalows five Gardens and three hundred Cawnies
of Land 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 Month of October in the
year aforesaid for and during and until the
full end and term of eight 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 the said
aforesaid with the appurtenances and was
possessed thereof until the said Tolesinga
Chitty afterwards to wit on the second day of
the said Month of October in the Year

1805

with force and arms &ca entered into the premises
last aforesaid with the appurtenances which the
said Isaac Camp MacKibben demised Came
said demised to the said John Doe in Manner
aforesaid for the Term aforesaid which is not yet
ended by reason whereof the said John Doe ousted
the said Term 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 Pounds
and therefore he brings his Suit &ca

And afterwards that is to say on the 5th
imparlance day of June in the same Vacation of the said Second Term
in the same year one thousand eight hundred and five
until which day the said Talcingah Chitty had leave
to impark to the said Plaint and then to answer the
same, Came as well the said John Doe by his said
attorney, as the said Talcingah Chitty by his said
attorney, And the said Talcingah Chitty defends
the wrong and injury when &ca And says that
Plea Gilt 5th June 1805 he is not guilty of the Trespass and Ejectment
above laid to his charge in Manner and form
as the said John Doe hath above thereof
Complained against him, and of this he

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First Term 1806

And Now at this day, that is to say on the Twelfth day of September in this Fourth Term in the Year of our Lord one Thousand eight hundred and five comes as well the said John Doe, as the said Talesingah Chitty by their respective attornies and for the Trial of the issue joined aforesaid Issue between them, a Day is given to the said parties to come before the Court here and make such allegations and proofs of and upon the premises as it shall behove them on which day being the Seventh day of October in this same Term come the said John Doe and Talesingah Chitty 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 Talesingah Chitty is guilty of the Trespass and Ejectment above laid to his charge in manner and form as the said John Doe hath above thereof Complained against him and that the said John Doe hath sustained Damages by occasion thereof to the sum of five Hundred Pagodas besides his Costs and charges by him about his Suit

No 5

Judgment signed for the Defendt the Plaintiff the 27. day of February 1806 —

in this behalf Expended It is therefore Considered and adjudged by the said Justices of the Court here that the said John Doe Recover against the said Talesingachitty his said Term yet to come of and in the Tenements aforesaid with the appurtenances and his said Damages as aforesaid and the said Justices do also award and Order that the said Talesingah Chitty 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 Two hundred and fifty Star Pagodas and one Fanam which said Damages Costs and Charges amount to the Sum of Two hundred and Sixty one Pagodas and one Fanam and let the said Talesingah Chitty 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 appurtenances and it is granted to him returnable before the Justices of the Court on the 6th day of March next —

Supreme Court

Judgment Roll

First Term 1806

Section 3.d

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 six —

Fort St. George Madras } Colin McKenzie puts in his place James Sutherland his attorney against Peter Alexander, Samuel Britain and Richard Alexander in a Plea of Debt —

Fort St. George Madras } The said Peter Alexander, Samuel Britain and Richard Alexander put in their place William Leigh their attorney at the suit of the said Colin McKenzie 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 five before the Supreme Court of Judicature at Madras came Colin McKenzie by James Sutherland his attorney and brought into the said Court then here his certain Plaint against Peter Alexander, Samuel Britain and Richard Alexander in a Plea of Debt and there are

Plaint in debt on Bond filed 3d October 1805 –

and Richard Rae which said Plaint follows in these Words that is to say – Fort St. George Madras Colin McKenzie by James Sutherland his Attorney Complains of Peter Alexander, Samuel Britain and Richard Alexander being British Subjects and as such persons liable to the Jurisdiction of this Honble Court of Pleas that they render to the said Colin Sixe Thousand Star Pagodas which they owe to and unjustly detain from him – For that Whereas the said Peter Alexander Samuel Britain and Richard heretofore, to wit on the first day of January in the year one thousand eight hundred and four at Maunlipatam to wit at Madras aforesaid by their certain Writing obligatory Sealed with the Seal of the said Richard for himself and the said Peter and Samuel and by the authority of the said Peter and Samuel and to the Court now here Shewn the date whereof is the same day and year aforesaid acknowledged themselves to be held and firmly bound to the said Colin MacKenzie in the Sum of Sixe Thousand Star Pagodas to be paid to the said Colin when they the said Peter, Samuel, and Richard

No 6

he thereto afterwards Requested Yet the said Peter, Samuel and Richard (altho often Requested) have not nor hath either of them Yet paid the said Sum of Six Thousand Star Pagodas or any part thereof to the said Colin but to pay the same or any part thereof to the said Colin they the said Peter, Samuel and Richard Lane wholly refused and Still do refuse to the damage of the said Colin of Two Hundred Star Pagodas and therefore he brings Suit &c

And afterwards that is to say on the 28th day of February in the Vacation after the First Term in the Year of our Lord one Thousand eight Hundred and Six the said Peter Alexander, Samuel Britain and Richard Alexander by William Leigh their Attorney come and defend the wrong and injury when &c. And the said Colin MacKenzie prays that the said Peter Alexander Samuel Britain and Richard Alexander may answer to his Declaration - Whereupon the said attorney of the said Peter Alexander, Samuel Britain and Richard Alexander Says that he is not informed by the said Peter Alexander, Samuel Britain and Richard Alexander of any answer to be

Plea & Judgment
Filed 28th Feby
1806 -

First Term 1806

said action of the said Colin Mackenzie by which
the said Colin Mackenzie remain therein undefended
against the said Peter Alexander, Samuel Britain
Wm Light Defendants Atty and Richard Alexander—

Therefore it is Considered that
Judgment signed for the Plaintiff the 28th day of February 1806 the said Colin Mackenzie Recover against the said Peter Alexander, Samuel Britain Richard Alexander his said debt and also Twenty two Star Pagodas and Twenty 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 Colin Mackenzie by his assent—and the said Peter Alexander, Samuel Britain and Richard Alexander in Mercy &c.

mercy

Fris Pr Lerum 1806

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First Term 1806

Pleas before the Honble Sir Henry Guillem, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and six

Fort St. George } Callore Veeraussawmiah puts in his place
Madras } Daniel Neale his attorney against Pooroshottam Raumalinghiah in a Plea of Trespass on the Case

Fort St. George } The said Pooroshottam Raumalinghiah puts in his
Madras } place Gilbert Richetts his attorney at the Suit of the said Callore Veeraussawmiah in the Plea aforesaid

Fort St. George } Be it remembered that as of the Term
Madras } in the Year of Christ one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Callore Veeraussawmiah by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against Pooroshottam Raumalinghiah 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

No 7

Plaints in a Plea to say- Madras to wit Callore Veeraswamiah of
filed 18th Octr Madras Hindoo Inhabitant by Daniel Neale his Attorney
1805
Complains of Boruchottum Rawmalinghiah a Hindoo Inhabi-
-tant of Madras and as such a Person Subject to the
Jurisdiction of this Hon'ble Court of a Plea of Trespass on the
Case - For that Whereas the said Rawmalinghiah heretofore
to wit on the eighth Day of April in the Year of Christ
one Thousand Eight Hundred and Four to wit at Madras
made his Certain Instrument in Writing in the Gentoo Language
purporting to be and Commonly Called a Mortgage 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 Veeraswamiah by which said Instrument in
Writing the said Rawmalinghiah acknowledged that on
the Day of the making thereof he had become indebted to
his Virgin Occasion Borrowed and Received of the
said Veeraswamiah the sum of one Thousand three
Hundred and Ten Star Pagodas Current Money of
Madras and did thereby engage to Repay to the said
Veeraswamiah the same sum on or before the eighth
Day of August 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

Veeraussawmiah 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 Raumalingiah in Consideration thereof afterwards to wit on the said eighth day of April in the Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Veeraussawmiah 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 Raumalingiah afterwards to wit on the Sixteenth day of July in the Year of Christ one thousand eight hundred and five at Madras aforesaid was indebted to the said Veeraussawmiah in the sum of three thousand Star Pagodas Current Money of Madras for Money by the said Veeraussawmiah before that time lent and advanced to the said Raumalingiah and at his Special instance and Request - And being so indebted he the said Raumalingiah in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook

No 7

undertook and then and there faithfully promised
the said Veeraiesawmiah to pay him the said last
Mentioned sum of Money when he the said Ramma
=lingiah should be thereto afterwards Requested
And whereas the said Rammalingiah afterwards
to wit on the same day and year last aforesaid at
Madras aforesaid was indebted to the said Veerai=
=sawmiah in the further sum of Three Thousand Star
Pagodas of like Current Money of Madras for
Money by the said Veeraisawmiah before that
time laid out Expended and paid for the said
Rammalingiah and at his like Speciall instance
and Request - And being so indebted he the
said Rammalingiah 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
Veeraisawmiah to pay him the said last
Mentioned sum of Money when he the said
Rammalingiah should be thereto afterwards
Requested - And whereas also the

Fine Pann 1806

on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Veeranaumiah in the further sum of Three thousand Star Pagodas of like Current money of Madras for money by the said Raumalinghiah before that time had and received to the use of the said Veeranaumiah - And being so indebted he the said Raumalinghiah 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 Veeranaumiah to pay him the said last Mentioned sum of Money when he the said Raumalinghiah should be there to afterwards Requested - And whereas the said Raumalinghiah afterwards to wit on the day and Year last aforesaid at Madras aforesaid accounted with the said Veeranaumiah of and Concerning divers other Sums of Money before that time due and owing from the said Raumalinghiah to the said Veeranaumiah and then being in arrear and unpaid and upon that accounting the said Raumalinghiah was then and there found to be in arrear and indebted to the said Veeranaumiah in the further sum of Three thousand Star Pagodas of the like Current Money of Madras

no. 7

And being so found in arrear and indebted to the said Raumalinghiah 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 Veeranaawmiah to pay him the said last Mentioned Sum of Money when he the said Raumalinghiah should be thereto afterwards Requested Yet the said Raumalinghiah 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 Veeranaawmiah 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 Veeranaawmiah although so to do he the said Raumalinghiah was Requested by the said Veeranaawmiah 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 Veeranaawmiah the said Raumalinghiah but Litterly refused and still

First Term 1806

Veeraussawmiah of three thousand Star Pagodas and therefore he brings his Suit &c

And the said Raumalinghiah having duly appeared by Gilbert Ricketts his attorney to answer to the said Plaint of the said Veeraussawmiah to defend the wrong and injury when &c and said Plaint nothing in bar or preclusion of the said action of the said Veeraussawmiah - whereupon a day was given to the said Veeraussawmiah to come before the Court and verify his said action and the damages by him sustained by occasion of the premises - at which day being the fourth day of February in this Term comes the said Veeraussawmiah by his said attorney - and the Justices of the Court here having heard the allegations of the said Veeraussawmiah and examined the truth thereof by the oaths of Competent and credible witnesses and considered thereon Do pronounce that the said Raumalinghiah did undertake and promise in manner and form as the said Veeraussawmiah hath above thereof Complained against him - and that the said Veeraussawmiah hath sustained damages by occasion of the Nonperformance by the said Raumalinghiah of his said promises and undertakings to the sum of one thousand Star

Tried Exparte

No 7

Hundred and three Star Pagodas Sixteen Fanams and
Sixty Cash over and besides his Costs and Charges by
him about his Suit in this behalf Expended. It is
Judgment signed him about his Suit in this behalf Expended. It is
for the Plaint. the 28th day of Therefore Adjudged that the said Veeranaawmiah do recover
February 1806 against the said Rammalingiah his Damages aforesaid
to the said Sum of one thousand four hundred and three
Star Pagodas Sixteen Fanams and Sixty Cash and that
the said Rammalingiah do pay unto the said Veeranaawmiah
for his said Costs and Charges the Sum of one hundred
and three Star Pagodas and thirty seven Fanams - Which
Damages, Costs and Charges amount to the Sum of
one thousand four hundred and seven Star Pagodas
nine Fanams and Sixty Cash - and the said Rammalin-
mercy = gkiah in Mercy &c.

And Thereupon the said Callore Veeranaaw-
=miah by Daniel Neale his attorney in that behalf 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 Defendant Poonuchetom
Rammalingiah the Sum of one thousand four hundred
and Seven Pagodas Nine Fanams and Sixty cash and
Fiere Facias 28th issued the 28th February 1806 It is granted unto him returnable here on the 21st

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Fürst Lerm 1806

Nr 7 -

Read before the Hon^ble Sir Henry Gwillim Knight one of the 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 six -

Fort St. George, Madras } Chitty Buckiah puts in his place William Light his attorney against Nyam Mahaddy Ahammed Cauns Behaudar in a Plea of Debt -

Fort St. George, Madras } The said Nyam Mahaddy Ahammed Cauns Behaudar puts in his place James Sutherland his attorney at the Suit of the said Chitty Buckiah 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 Chitty Buckiah by William Light his attorney and brought into the said Court then there his certain Plaint against Nyam Mahaddy Ahammed Cauns Behaudar in a Plea of Debt and thereupon Pledges for the prosecution, to wit John Doe and Richard Roe, which said Plaint follows

Plaint for Debt filed 9 March

Madras Chitty Buchiah of Madras Inhabitant by William Light his attorney Complains of Nezam Mahaddy Ahammed Cawn Behauder also of Madras Inhabitant and as such a person liable to the jurisdiction of this Honble Court of a Plea that he render to him the said Chitty Buchiah the Sum of five thousand and two hundred Madras Pagodas which he owes to and unjustly detains from him - For that whereas the said Nezam Mahaddy Ahammed Cawn Behauder heretofore to wit on the tenth day of December in the Year one thousand eight hundred by his Certain agreement or writing obligatory in the Gentoo Language and sealed with the Seal of the said Nezam Mahaddy Ahammed Cawn Behauder and to the Court now here shewn the date whereof is on the day and year aforesaid in Consideration that Rahabeeby the Mother of the said Nezam Mahaddy Ahammad Cawn Behauder had borrowed on Mortgage the Sum of five thousand two hundred Madras Pagodas of the said Chitty Buchiah and which said Sum the said Rahabeeby by Virtue of a Certain writing obligatory sealed with her Seal called a Mortgage Bond and bearing date the said tenth day of December in the year 1800 had engaged to pay the said Chitty Buchiah in the Space of one Month from the date of the said Bond with the Rate of Twelve per Cent Interest did engage to pay

No 8

the said Chitty Buchiah the said Sum of five thousand two hundred Madras Pagodas if the said Rahabbeiby did not pay the said Sum of five thousand two hundred Madras Pagodas to the said Chitty Buchiah in the Space of one Month according to the form and effect of the said Mortgage Bond and the said Chitty Buchiah in fact further saith that the said Rahabbeiby did not pay or Cause to be paid the said Sum of Five thousand and two hundred Madras Pagodas with the rate of Twelve per Cent Interest or any part thereof within the said Space of one Month from the date of the said Bond or any part thereof according to the form and Effect of the said Bond whereby an action hath accrued to the said Chitty Buchiah to demand and have of and from the said Nagam Mahaddy aforesaid Cause Whereupon the said Sum of five thousand and two hundred Madras Pagodas Yet the said Nagam Mahaddy aforesaid Cause Whereupon although often requested has not paid the said Sum of Five thousand and two hundred Madras Pagodas or any part thereof to the said Chitty

refused and Silly doth refuse to pay the same to the
Damage of the said Chitty Buchiah of Five Thousand
and two hundred Pagodas wherefore he brings suit -

imparlance And afterwards that is to say on the
Twenty fourth day of June in the Vacation after the second
Term of the said year one thousand eight hundred and
five until which day the said Nizam Mahaddy
Ahammed Cawn Bahauder had leave to imparle to
and then to answer the same came
as well the said Chitty Buchiah by his said
attorney as the said Nizam Mahaddy Ahammed
Plea filed the 24th day of June 1805. Cawn Bahauder by his said attorney; and the said
Nizam Mahaddy Ahammed Cawn Bahauder Defends
the wrong and injury when &c and says that he
Writing Obligatory in the said Plaints mentioned
is not his Deed and of this he puts himself upon
the Court - and for further Plea in this behalf
the said Nizam Mahaddy Ahammed Cawn Bahauder
by leave of the Court here for that purpose first
had and obtained according to the form of the
Statute in that case Made and Provided Prays
Oyer of the Writing Obligatory in the said Plaint
Mentioned and the Translation thereof by the
Sworn Interpreter of the Court is read to him
in these words to wit "I Nizam Mahaddy
"Ahammed Cawn Bahader do give this Bond
"to Chitty Buchiah that is to say as

" Mother Rahabbeely having borrowed of you on the Mortgage
" of both the Paravans of her own Garden and the
" Paravans of the Saghire called Seekara the Sum of
" (5200) Five Thousand and Two Hundred Madras
" Pagodas by executing a Bond engaging to Repay
" the same in the Space of one Month with
" the interest at the rate of 12 per Cent she would
" pay the Money agreeable to the time — In case of
" her not paying the same She hereby engage to
" pay your Principal and interest by selling her
" Mortgaged Premises agreeable to what was
" Mentioned by her in the Bond Indefault of which
" you are hereby empowered to prosecute in the Court
" and Recover it together with the Court Charges
" without Costes — Witnesses Maddala Rangayen
" and Talagaudla Chinnacawmy by their Consent
" This Agreement was drawn by Cheloocacy Sasha-
" =ghery Cawn, which being Read and Clear'd the said
Nizam Maheddy Ahammed Cawn Bahauder
Says that the said Chitty Bonchiah ought not
to have or Maintain his aforesaid Action
against him because he says that before
and at the time of the Making the said Writing
Obligatory in the said Plaint Mentioned

First Term 1806

Bahauder had engaged and was liable and
Liaund for the payment of the Sum of Five Thousand
two Hundred Madras Pagodas to the Nabab
of the Carnatic on the Tenth day of December
in the Year one thousand Eight Hundred and thereupon
and between the said Rizam Mahaddy ahammed
Cawn Bahauder and the said Chitty Bauchiah
should advance and pay for and on behalf of the
said Rizam Mahaddy ahammed Cawn Bahauder
the said Sum of Five thousand two Hundred
Madras Pagodas to the Nabab of the Carnatic
on the said Tenth day of December in the Year
aforesaid and for securing the repayment thereof
to the said Chitty Bauchiah and for no other
Consideration whatsoever the said Rahabbeeben
in the said writing obligatory Mentioned made
the ~~said~~ Bond Mortgage and Engagement in the
said writing obligatory Mentioned and also the
said Rizam Mahaddy ahammed Cawn Bahauder
Made and executed to the said Chitty Bauchiah
the said writing obligatory in the said Plaint
Mentioned - and the said Rizam Mahaddy

No 8

Supreme Court

Judgment Roll

First Term 1806.

Section 4th

ahammed Cawn Bahauder says that after the making of the said writing obligatory in the said Plaint mentioned and when the said Sum of Five Thousand and two hundred Madras Pagodas became payable to the Nabob of the Carnatic as aforesaid on the said Tenth day of December in the Year aforesaid the said Chitty Bunchiah did not nor did he at any other time pay to the Nabob of the Carnatic or to any other person or persons the said Sum of Five Thousand and two hundred Madras Pagodas but therein from thenceforth hitherto hath wholly failed and made default by reason whereof according to the Laws and Customs of such Hindoo Natives of India the said writing obligatory in the said Plaint mentioned became and Yet is wholly null and Void - And this the said Negam Mahaddy ahammed Cawn Bahauder is ready to verify wherefore he prays Judgment if the said Chitty Buchiah ought to have or maintain his aforesaid action thereof against him &c.

Replication filed

And afterwards to wit

First Term 1806

on the fourth day of September came the Parties aforesaid by their Attornies aforesaid and thereupon the said Chitty Buchiah as to the said Plea of the said Nizam Mahaddy Ahammed Cawn Behauder by him first above pleaded and whereof he hath put himself upon the Cauntry the said Chitty Buchiah doth the like — and the said Chitty Buchiah as to the said Plea of the said Nizam Mahaddy Ahammed Cawn Bahader by him secondly above pleaded in bar says that he by reason of any thing in that plea alledged ought not to be barred from having or Maintaining the aforesaid action thereof against the said Nizam Mahaddy Ahammed Cawn Behauder because protesting that it was not agreed by and between the said Chitty Buchiah and the said Nizam Mahaddy Ahammed Cawn Behauder in manner and form as the said Nizam Mahaddy Ahammed Cawn Behauder hath in his said last Plea above alledged — Nevertheless for Replication in this behalf the said Chitty Buchiah saith that the said Rahabeebee in the said writing obligatory mentioned did not make the Bond mortgage

No 8

and engagement in the said writing obligatory mentioned and also that the said Nagam Makaddy alias Cawn Bekadder did not make and Execute the said writing obligatory for Securing the Repayment of the said Sum in the same Plea in that behalf mentioned in Manner and Form as the said Nagam Makaddy alias Cawn Bekander hath in pleading above alledged and this he prays may be enquired of by the Court &c.

Rejoinder filed the 14th Sept. 1805.

And afterwards that is to say on the Fourteenth day of the said Month of September in the Fourth Term of the said Year one thousand eight hundred and five - came the Parties aforesaid by their attornies aforesaid and thereupon the said Nagam Makaddy alias Cawn Bekander as to the said Plea of the said Chitty Buckiah by him secondly above in reply pleaded to the said Plea of the said Nagam Makaddy alias Cawn Bekander by him secondly above pleaded in bar and whereof the said Chitty Buckiah hath prayed may be enquired of by the Court he the said Nagam Makaddy alias Cawn Bekander doth the like

First Term 1806

to say on the Twenty fifth day of September in the Year of our Lord one thousand eight hundred and five before the Justices of the Court here came the parties aforesaid by their attornies aforesaid and the said Justices having Examined and Considered the Several allegations of the said parties and the Depositions of witnesses in Regard thereto It appeares to the Court that the said Writing obligatory of the said Plaint of the said Chitty Buchiah is the Deed of the said Nizam Mahaddy ahmmed Cawn Behauder and that the said Nizam Mahaddy ahmmed Cawn Behauder doth owe and detain from the said Chitty Buchiah the Sum of Money in the said Writing obligatory mentioned in Manner and form as the said Chitty Buchiah hath above thereof Complained against him It is therefore adjudged by the Court that the said Chitty Buchiah do Recover against the said Nizam Mahaddy ahmmed Cawn Behauder Ten thousand Three hundred and Ten Star Pagodas for his said debt and Interest due thereon and also Two hundred and Seventy one Star Pagodas and three Fanams for Damages, Costs and Charges 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 Suits in this behalf by the Court here adjudged to the said Chitty Buchiah and with his assent which said debt, Interest, damages, Costs

Judgment signed for the Plaintiff the Sixth day of March 1806

No. 8

Charges in the whole amount to Ten Thousand Five
hundred and Eighty one Star Pagodas and three fanams
and the said Nizam Mahaddy Ahommed Caun
Defendant in Mercy &c.a

Mercy —

First Term 1806

Read before the Hon'ble Sir Henry Guillim Knight one of the 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 six

Fort St. George } Areamanallore Aroonachella Moodaliar
Madras ss } puts in his place Gilbert Ricketts his attorney against Coodalore Terupoorasoondary in a Plea of Trespass on the Case -

Fort St. George } The said Coodalore Terupoorasoondary puts in her place
Madras ss } Daniel Neal her attorney at the suit of the said Areamanallore Aroonachella Moodaliar in the Plea aforesaid -

Fort St. George } Be it remembered that as of the Fourth Term in the
Madras ss } Year of Christ one thousand eight hundred and five before the Supreme Court of Judicature at Madras came Areamanallore Aroonachella Moodaliar by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against Coodalore Terupoorasoondary 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

No 9

Plaint in
a Summons filed
the
25. October
1805.

in these words that is to say, Fort St. George Madras
Streamanallore Aroonachella Moodaliar by Gilbert
Ricketts his Attorney Complains of Coodalore Tem-
poorasoondary being a Hindoo Inhabitant of Madras
and as such Subject to the Jurisdiction of this Honble
Court: For that Whereas the said Coodalore Tempoo-
rasoondary Heretofore to wit on the Twenty Ninth
Pungoony of Doondubey Year of the Hindoos Corresponding
with the Eighth Day of April in the Year of
Christ one Thousand Eight Hundred and three at
Fort Saint George Madras aforesaid according to the
Laws and Customs of the Hindoo Natives of India
made her Certain Note in Writing in the Malabar
Language her own proper hand being thereto
Subscribed bearing date the day and Year aforesaid
and then and there Deliver the said Note to the said
Streamanallore Aroonachella Moodeliar whereby
the said Coodalore Tempoorasoondary by the
Name and discription of Tempoorasoondary
Daughter of Coodalore Coonnaumaly of Belladore
acknowledged that in Consequence of her
urgent Occasion she had on the day of the

First Term 1806

Moodelliar the Sum of Two hundred Star Pagodas Current
Money of Madras which Sum she the said Coodalore
Terupoorasoondary did thereby engage to Repay him the
said Sreamanallore Arunachella Moodelliar on or before
the eighth day of July then next ensuing with Interest
thereon at the rate of Nine per Cent per annum Commencing
from that Month By Means whereof and by force
of the laws and Customs of such Hindoo Nations the
said Coodalore Terupoorasoondary became liable to
pay the said Sum of Two hundred Star Pagodas and
Interest in the said Note Mentioned according to
and effect of the said Note and being so liable she
thereof afterwards to wit on the same day and year
first aforesaid at Fort Saint George Madras aforesaid
undertook and then and there faithfully promised
the said Sreamanallore Arunachella Moodelliar
to pay him the said Sum of Two hundred Star Pagodas
and Interest in the said Note mentioned according
to the tenor and Effects of the said Note, And
whereas also the said Coodalore Terupoorasoondary
afterwards to wit on the Eighth day of July in
the said Year one thousand eight hundred and
three at Fort Saint George Madras aforesaid
was indebted to the said Sreamanallore

No 9

Sroamachella Modelliar in the Sum of Four Hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Sroamallone Sroamachella Modelliar before that time Lent and advanced to the said Casdalore Temporaroondary and at her Special instance and Request and being so indebted she the said Casdalore Temporaroondary 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 Sroamanallone Sroamachella Modelliar to pay him the said last mentioned Sum of Money when she the said Casdalore Temporaroondary should be thereunto afterwards Requested - and Whereas also the said Casdalore Temporaroondary afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Sroamanallone Sroamachella Modaliar in the further Sum of Four Hundred Star Pagodas of like Current Money for so much Money by the said Sroamal-

First Term 1806

Temporaroondary and at her Special instance and Request
And being so indebted she the said Coodalore
Temporaroondary 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
Arumanellum Arumachella Modelliar to pay
him the said last Mentioned Sum of Money
when she the said Coodalore Temporaroondary
should be thereunto afterwards Requested &c
Whereas also the said Coodalore Temporaroondary
day afterwards to wit on the same day and
year last aforesaid at Fort Saint George Madras
aforesaid accounted with the said Arumanellum
Arumachella Modelliar of and Concerning
divers other Sums of Money before that time
due and owing from the said Coodalore Temporaroon-
-doondary to the said Arumanellum Arumachella
Modelliar and then being in arrear and unpaid
and upon that accounting the said Coodalore
Temporaroondary was then and there found
to be in arrear and indebted to the said Arum
-nallum Arumachella Modelliar in the sum

No 9

Sums of Four Hundred Star Pagodas of like
Current Money and being so found in arrear
and indebted she the said Codalore Temporaroondary 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
Sreamanallore Sroonachella Modelliar to pay
him the said last mentioned Sum of Money when
she the said Codalore Temporaroondary should
be thereunto afterwards Requested Yet the
said Codalore Temporaroondary not Regarding
her said several promises and Undertakings
so by her Made in Manner and Form aforesaid
but Contriving and Fraudulently intending
Craftilly and Subtilly to Deceive and defraud
the said Sreamanallore Sroonachella
Modaliar in this behalf Hath not yet paid
the said several Sums of Money or any of them nor
any part thereof (although so to do she the said
Codalore Temporaroondary was Requested by the

First Term 1806

and often afterwards to wit at Fort Saint George Madras aforesaid) But the said Caadalone Tere= -poorasoondary to say the same or any of them or any part thereof to the said Areamanallore Aroonachila Modellier hath hitherto wholly refused and still doth refuse To the Damage of the said areamanallore aroonachilla Modellier of Five hundred Star Pagodas and therefore he brings Suit &c.

imparlance

And afterwards to wit on the Thirtieth day of November in the same Vacation of the said Fourth Term of the same Year one Thousand eight hundred and five until which day the said Caadalone Terupoorasoondary had leave to impark to the said Plaint and then to answer the same, came as well the said Areamanallore Aroonachilla Modellier by his said attorney as the said Caadalone Terupoorasoondary by his said attorney. And the said Caadalone Terupoo= rasoondary defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Areamanallore Aroonachilla Modellier hath above thereof complained against

Plea filed 30th November 1805

No 9

her - and this she prays may be enquired of
by the Court -

And the said Sreamanallore Sroo
= nachella Moodaliar doth the like -
Issue Joined

And Lordship having heard
on the eleventh day of February in this First
term one thousand eight hundred and Six until
which day as well the said Sroonachella as
the said Tenpoorasoondary had day given in
order to hear the Judgment of the Court of
and upon the premises came the said Sroona=
= chella and Tenpoorasoondary by their respec=
= tive attornies aforesaid - whereupon the
Justices of the Court here having heard
Examined and Considered the Allegations of
the said Parties and the depositions of the
Witnesses adduced by them respectively
Did find and pronounce that the said
Tenpoorasoondary did not undertake or
promise in Manner and form as the said
Sroonachella hath above thereof Complained
against her - It is therefore Consider
Judgment signed

First Term 1806

take Nothing by his said Plaint but that he and his pledges to Prosecute be in Mercy &c and that the said Temporarysecondary go therefore without day &c and it is further Ordered and adjudged that the said Aromachella do pay unto the said Temporarysecondary for her Costs and Charges laid out by her during her defence in this behalf the Sum of one hundred and twenty Nine Pagodas and four fanams and that the said Temporarysecondary have Execution thereof &c

No. 9

First Term 1806

79

Pleas before the Honble Sir Henry Gwillim Knight, one of the 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 six

Madras to wit } Poonjary Conary Chittyar puts in his place David Neal his attorney against Verana Chitty in a Plea of Trespass on the Case -

Madras to wit } The said Verana Chitty puts in his place Gilbert Rickets his attorney at the Suit of the said Poonjary Conary Chitty in the Plea aforesaid -

Madras to wit } Be it Remembered that on the eighteenth day of December in the Fourth Term in the Year of Christ one thousand eight hundred and five Before the Supreme Court of Judicature at Madras came Poonjary Conary Chettyar by David Neal his attorney and brought into the said Court then there his Certain Plaint against Verana Chitty in a Plea of Trespass on the Case and there are

First Term 1806

Plaintiff's Stamps
filed 12th Decemb 1805.

and Richard Roe which said Plaint follows in these words that is to say- Madras to wit Poonjary Conary Chittyar by Daniel Neal his attorney complains of Verava Chitty a Hindoo Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court, For that Whereas the said Verava Chitty heretofore to wit on the Twenty Seventh day of March in the Year of Christ one Thousand eight Hundred at Madras made his Certain Instrument in Writing in the Malabar Language purporting to be a Mortgage Bond his own Proper Land being thereunto subscribed and bearing date the Seventeenth Day of Tuppoony of Subsequent Year answering to the day and Year of Christ aforesaid and thereby there delivered the same Instrument in Writing to the said Poonjary Conary by which said Instrument in Writing the said Verava (by the Name and addition of Virava Chitty Son of Vastuvaraz Caraspha Chitty of Madras) acknowledged that on the day of the Making thereof he had in Consequence of his urgent occasion borrowed and received the Sum of Three Hundred Star Pagodas Current Money of Madras and did thereby engage to

No 10

to Repay to the said Poonjary Conary the same Sum on or before the tenth Chittery of Roodrotecurry year or the twentieth day of April one thousand eight hundred and Three with all such Interest as should or might become due thereon at the rate of Twelve per Cent per annum By Means whereof the said Verava became liable to pay to the said Poonjary Conary 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 the said Verava in Consideration thereof aforesaid to wit on the said Twenty Seventh day of March in the Year of Christ one thousand and eight hundred aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Poonjary Conary 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 Verava afterwards to wit on the tenth day of December in the Year of Christ

Conary in the Sum of eight hundred Star Pagodas of the Current Money of Madras for Money by the said Poonjary Conary before that time Lent and advanced to the said Verava and at his Special instance and Request - And being so indebted he the said Verava 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 Poonjary Conary to pay him the said last mentioned Sum of Money when he the said Verava should be thereto afterwards Requested. And Whereas the said Verava afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Poonjary Conary in the further Sum of eight hundred Star Pagodas of the like Current Money of Madras for Money by the said Poonjary Conary before that time Laid out Expended and Paid for the said Verava and at his like Special instance and Request - And being so indebted he the said Verava in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undert

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and then and there faithfully promised the said Poonjary Conary to pay him the said last Mentioned Sum of Money when he the said Virana should be there to afterwards requested - And Whereas also the said Virana afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Poonjary Conary in the further Sum of eight hundred Star Pagodas of the like Current Money of Madras for Money by the said Virana before that time had and received to the use of the said Poonjary Conary - And being so indebted he the said Virana 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 Poonjary Conary to pay him the said last Mentioned Sum of Money when he the said Virana should be there to afterwards requested - And Whereas the said Virana afterwards to wit on the same day and year last aforesaid

Sums of Money before that time due and owing from the said Viraua to the said Poonjary Conary and then being in arrear and unpaid and upon that accounting the said Viraua was then and there found to be in arrear and indebted to the said Poonjary Conary in the further Sum of eight hundred Star Pagodas of the like Current money of Madras - And being so found in arrear and indebted the said Viraua 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 Poonjary Conary to pay him the said last mentioned Sum of money when he the said Viraua should be thereto afterwards requested Yet the said Viraua not regarding his said several promises and undertakings so by him in manner and form aforesaid made but Continuing and fraudulently intending craftily and subtilly to deceive and defraud the said Poonjary Conary in this behalf hath not yet paid the said several Sums

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of

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First Term 1806

Section 5th

of Money or any or either of them or any part thereof to the said Poonjary Conary (although as to do the said Virana was requested by the said Poonjary Conary afterwards & often on the same day and at Madras aforesaid) But to pay the same or any part thereof to the said Poonjary Conary the said Virana hath hitherto wholly refused and still doth refuse To the damage of the said Poonjary Conary of eight hundred Star Pagodas and therefore he brings his suit &c.

Cognovit & filed 9th March 1806

and Now on the Fifteenth day of February in this Term (until which day the said Virana Chitty had leave to imparl to the said Plaints of the said Conary Chittyar and then to answer the same &c) comes as well the said Conary Chittyar by his said attorney as the said Virava Chitty by Gillers. Ricketts his attorney, and the said Virana Chitty defends the Wrong and injury when &c and Says that he cannot deny the said action of the said Conary Chittyar, nor but that the said Conary Chittyar hath sustained damages by occasion of the non performance of the several promises

Judgment by Confession

to the Sum of Eight hundred Star Pagodas as the said Conary Chettyar hath by his said Plaint above supposed, and Thereupon the said Conary Chettyar prays Judgment and that his damages so acknowledged together with his Costs and Charges Laid out & by him about his Suit in this behalf may be adjudged to him &c. It is therefore Considered and adjudged that the said Conary Chettyar do Recover against the said Virana Chitty his damages aforesaid to the said sum of Eight hundred Star Pagodas and that the said Virana Chitty do pay unto the said Conary Chettyar for his said Costs and Charges the Sum of Sixty Pagodas and twenty Six Fanams and that the said Virana Chitty be in Mercy &c.

Judgment signed for the Plaintiff the 7th day of March 1806.

Mercy

And Thereupon the said Poonjary Conary Chettyar by Daniel Neal his Attorney prays the writs of our Lord the King of Fieri 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 Virana Chitty the Sum of Five Hundred and Seventy two Pagodas and Three Fanams — and if

Writ of Fieri Facias issued the 7th March 1806

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Sum returnable here on the thirty first day of

March instant —

First Term 1806

Pleas before the Honble Sir Henry Gwillim, Knight, one of the 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 Six -

Fort St. George, Madras } Mary Greville widow puts in her place William Light her attorney against Ezamath Dowlah Bahader in a Plea of Debt -

Fort St. George, Madras } The said Ezamath Dowlah Bahader puts in his place Townes Disney his attorney at the Suits of the said Mary Greville 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 Mary Greville by William Light her attorney and brought into the said Court Ten Mere his certain Plaint against

Dowlah in a Plea of debt and there are Pledges
for the prosecution, to wit, John Doe and Richard
Roe, which said Plaint falleth in these words
that is to say - Fort Saint George Madras Mary
Greville of Saint Thome Widow by William Leigh her
attorney complains of Cyamath Dowlah Bahadar an
Inhabitant of Madras and as such Subject to the Juris-
diction of this Honorable Court of a Plea that he the
said Cyamath Dowlah Bahadar do render unto
her the said Mary the sum of Eight Hundred Star
Pagodas which he owes to and unjustly detains
from her For that Whereas the said Cyamath
Dowlah Bahader heretofore to wit on the Tenth day
of March in the year of our Lord one thousand eight
hundred and three at Madras aforesaid by his
certain writing obligatory sealed with the Seal
of the said Cyamath Dowlah Bahadar and to
the Court now shewn by the Name and Description
of Cyamath Dowlah Bahadar of Madras inhabitant
acknowledged himself to be held and firmly bound
unto the said Mary in the said sum of Eight
Hundred Star Pagodas to be paid to the said

Plaintiffs debt filed the 30th August 1805

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Bahadar should thereto be afterwards requested -
Yet the said Ezamath Dowlah Bahadar (although
often requested) hath not yet paid the said
Sum of Eight Hundred Star Pagodas or any
Part thereof, to the said Mary but to pay
the same or any part thereof to the said
Mary he the said Ezamath Dowlah Bahadar
hath hitherto wholly refused and still
doth refuse to the said Mary her Damage
of one hundred Star Pagodas and therefore
she brings her suit and so forth -

And afterwards that is to say in the
Vacation after the Fourth Term in the Year one thousand
eight hundred and six to wit on the fourth day of
January, (until which day the said Ezamath Dowlah
Bahadar had leave to impart to the said Plaint
and then to answer the same came as well the
said Mary Greville by his said Attorney, as the
said Ezamath Dowlah Bahadar by his said Attorney,
And the said Ezamath Dowlah Bahadar 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

Impartance

Plea filed
4 January
1806 -

says that that Writing is not his Deed and of
this he puts himself upon the Court &c —

I Issue Joined

And the said Mary 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 Eighth day of February
before the Justices of this Court here come the
parties aforesaid by their attornies aforesaid and
the said Justices having Examined and Considered
the several Allegations of the said Parties
and the Depositions of Witnesses in regard
thereto — It appears to the Court that the
said Writing obligatory in the said Plaint of
the said Mary Greville Mentioned is the
Deed of the said Cyamath Dowlah Bahadar
and that the said Cyamath Doulah Bahadar doth
owe to and detain from the said Mary Greville the
said Sum of Eight hundred Star Pagodas in
manner and form as the said Mary Greville
hath above thereof Complained against him

Judgment signed for the Plaintiff the 8th day of March

It is therefore adjudged by the Court that
the said Mary Greville do recover against

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First Term 1806

Seven Pagodas and Ninety seven Fanams for her damages
which she hath sustained as well by occasion of
the detaining the said Debt as for his Costs and Charges
by him said and about her Suit in this behalf
by the Court here adjudged to the said Mary Grenelle
and with her Assent and the said Gamath Daulah
Bahadar in Mercy Fea

Mercy

First Term 1808

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Pleas before the Honble Sir Henry Guillem Knight one of the 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 ten

Fort St George Madras ss } Oliver Colt, Joseph Baker, William Hars, and Gilbert Geddes Richardson puts in their place Robert Orme their attorney against Joseph Lautour in a Plea of Trespass on the case -

Fort St George Madras ss } Joseph Lautour in person as the suit of the said Oliver Colt, Joseph Baker, William Hars and Gilbert Geddes Richardson in the Plea aforesaid -

Fort St George Madras ss } Be it Remembered that as of the second Term in the Year of our Lord one thousand eight hundred and ten Before the Supreme Court of Judicature at Madras came Oliver Colt, Joseph Baker, William Hars, and Gilbert Geddes Richardson by Robert Orme their attorney and brought into the said Court

First Term 1806

and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint following Plaint in assumpsit these words. That is to say. Fort St. George Madras filed 24th April 1805 Oliver Colt, Joseph Baker, William Hart and Gilbert Geddes Richardson by Robert Orme their attorney Complain of Joseph Lautier being a British Subject and as such subject to the Jurisdiction of this Honble Court - For that Whereas one T. D. Lippiatt on the third day of April in the Year of our Lord one thousand eight hundred and two at Negapatam to wit at Fort Saint George Madras according to the usage and Custom of Merchants from time immemorial used and approved of made his Certain Bill of Exchange and with his own proper hand being thereto in Writing Subscribed bearing date the day and year aforesaid and then and there directed the said Bill to the said Joseph Lautier by the name and description of Joseph Lautier Esquire Merchant Madras and thereby Required the said Joseph Lautier at Two Months after Sight to pay that his first of Exchange second of the same Tenor and

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unpaid / unto one Mr. John Hunt in the said Bill
Mentioned or Order the Sum of Five Hundred Star
Pagodas on account of the Cape Magalon and then
and there delivered the said Bill to the said John
Hunt / and the said John Hunt to whom or to whose
Order the Payment of the said Sum of Money in the
said Bill of Exchange Specified was to be made
afterwards / and before the Payment of the said
Sum of Money in the said Bill Specified or of any part
thereof to wit / on the day and Year aforesaid at
Negapatnam to wit / at Fort Saint George Madras
aforesaid indorsed the said Bill according to the
Custom of Merchants in that particular and by
that Indorsement appointed the Money in the said
Bill of Exchange Specified to be paid to the
said Oliver, Joseph Baker Williams, and Gilbert
Geddes by the Name and Description of Messieurs
Colt, Baker, & Co. and then and there delivered
the said Bill so indorsed to the said Oliver
Joseph Baker Williams and Gilbert Geddes
which said Indorsement so made on the

aforesaid to wit on the Ninth day of April in the
said Year one Thousand eight Hundred and two at Fort
Saint George Madras aforesaid Due Notice, and the
said Bill was then and there shewn and presented
to the said Joseph Lautier who then and there
that is to say on the day and Year last aforesaid D.
at Fort Saint George Madras aforesaid according
to the Custom of Merchants in that particular
accepted the said Bill, by Reason whereof
and of the aforesaid Law and Custom of Merchants
he the said Joseph Lautier became liable to
pay to the said Oliver Joseph Baker Williams
and Gilbert Geddes the said Sum of Money in
the said Bill specified, according to the
and effect of the said
Indorsements so made thereon and of his said
Acceptance thereof as aforesaid and being
so liable he the said Joseph Lautier 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 promised
the said Oliver, Joseph Baker Williams

Gilbert Gibbes to pay them the said Sum of Money
in the said Bill Specified according to the tenor
and effect of the said Bill and of the said Indorse
ment so made thereon and of his said accep-
tance thereof aforesaid and whereas
also the said Joseph Lautier afterwards
to wit on the Twelfth day of June in the
said Year one Thousand eight Hundred and
two at Fort Saint George Madras aforesaid
was indebted to the said Oliver Joseph Baker
William and Gilbert Gibbes in the Sum of
Nine Hundred and Fifty Star Pagodas of
the Current Money of Madras, for so much
Money by the said Oliver Joseph Baker
William and Gilbert Gibbes before that
time laid out Expended and paid for the
said Joseph Lautier and at his Special
instance and Request - And being so
indebted, he the said Joseph Lautier
in Consideration thereof afterwards, to
wit on the same day and Year last aforesaid

promised the said Oliver Joseph Baker William and Gillers Geddes to pay them the said last mentioned Sum of Money when he the said Joseph Lautier should be thereunto afterwards Requested and Whereas also the said Joseph Lautier afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid was indebted to the said Oliver Joseph Baker William and Gillers Geddes in the further Sum of Nine Hundred and fifty Star Pagodas of like Current Money for so much Money by the said Joseph Lautier before that time had and Received to and for the use of the said Oliver Joseph Baker William and Gillers Geddes and being so indebted he the said Joseph Lautier 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 Oliver Joseph Baker William and Gillers Geddes to pay them the said last Mentioned Sum of Money when he the said Joseph Lautier should be thereunto afterwards Requested — and Whereas also the said Joseph Lautier afterwards

wist on the same day and Year last aforesaid at
Fort St. George Madras aforesaid accounted with
the said Oliver Joseph Baker William and
Gilbert Geddes aforesaid Concerning Divers other
Sum of Money before that time due and owing
from the said Joseph Lautier to the said Oliver
Joseph Baker, William and Gilbert Geddes and
then being in arrear and unpaid and upon
that Accounting the said Joseph Lautier was
then and there found to be in arrear and
indebted to the said Oliver Joseph Baker,
William and Gilbert Geddes in the further
Sum of Nine Hundred and fifty Star Pagodas
in arrear and indebted to the said Joseph
Lautier 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 Joseph
Baker William and Gilbert Geddes to pay
to the said last mentioned Sum of Money

said Joseph Laubier Nos. Regarding his said several promises and undertakings so by Him made in Manner and form aforesaid Plus Contriving and fraudulently intending Craftily and subtilly to deceive and defraud the said Oliver, Joseph, Baker, William and Gilbert Geddes 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 Joseph Laubier was requested by the said Oliver, Joseph Baker, William and Gilbert Geddes to wit on the same day and year last aforesaid and often afterwards To wit at Fort St. George Madras aforesaid But he said Joseph Laubier to pay the said several Sums of Money or any of them or any part thereof to the said Oliver, Joseph Baker, William and Gilbert Geddes or any or either of them hath hitherto wholly refused and still doth refuse To the Damage of the said Oliver Joseph Baker William and Gilbert Geddes of Nine hundred and fifty Star Pagodas and therefore they bring Suits &c

And Now in this Fourth Term in the Year one thousand eight hundred and six that is to say on the Three fifth day of

day was given as well to the said Oliver Colt Joseph
Baker William Hart and Gillbert Geddes Richardson
as to the said Joseph Lautier and the said Joseph
Lautier says nothing in bar or preclusion of the
said action of the said Oliver Colt Joseph
Baker William Hart and Gilbert Geddes
Richardson by which the said Oliver Colt Joseph
Baker William Hart and Gilbert Geddes
Richardson remain thereon undefended against
the said Joseph Lautier - And afterwards to
wit on the Nineteenth day of October in the
Third Explete Term last aforesaid the said Court having
deligently enquired what Damages the said
Oliver Colt Joseph Baker, William Hart
and Gilbert Geddes Richardson 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 Oliver Colt Joseph Baker,
William Hart and Gilbert Geddes Richardson
have sustained Damages by occasion of
the Premises over and above their Costs and
Charges to Six hundred and sixty seven

First Term 1806

Judgment signed for the Plaintiffs the Eighth day of March 1806

Charges to one Hundred and Eighty two Star Pagodas and Thirty three Fanams Therefore it is Considered that the said Oliver Colh, Joseph Baker, William Ware and Gilbert Geddes Richardson do recover against the said Joseph Lautier their Damages and Costs aforesaid by the Court found and adjudged which Damages in the whole amount to Eight Hundred and Forty Nine Star Pagodas and Thirty three Fanams by his attorney and the said Joseph Lautier in Mercy &c.a

Mercy

And Thereupon the said Oliver Colh, Joseph Baker, William Ware and Gilbert Geddes Richardson pray the writ of our Lord the King of Fiere Facias, to be directed to the Sheriff of Madras patnam to cause him to levy and make of the Houses, Lands, Debts & other Effects which belong to the said Joseph Lautier the Sum of eight Hundred and Forty Nine Pagodas and Thirty three Fanams — and it is granted unto them returnable here on the 29th day of March instant —

Writ of Fiere Facias issued on the 8th March 1806

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 six.

Madras to wit } The Reverend Richard Hall Kerr Doctor of Divinity and William Harington Esquire put in their place Daniel Neal their attorney against Alexander Melvin in a Plea of Debt.

Madras to wit } Alexander Melvin put in his place Daniel Neal his attorney in the Suit of the said Reverend Richard Hall Kerr, Doctor of Divinity, and William Harington Esqr in the Plea aforesaid.

Madras to wit } Be it remembered that in the Vacation after the First Term in the Year of our Lord one thousand eight hundred and six Before the Supreme Court of Judicature at Madras came the Reverend Richard Hall Kerr, Doctor of Divinity, and William Harington Esqr by Daniel Neal their attorney and into the said Court then there their

First Term 1806

Plaints in Debt
filed 8th July
1805

Melvin in a Plea of Debt and there are Pledges for the
Prosecution to wit John Doe and Richard Roe which
said Plaint followeth in these words that is to say —
Madras to wit — The Reverend Richard Hall Kerr
Doctor of Divinity and William Harington Esquire by
Daniel Neale their attorney Complain of Alexander
Melvin British Subject and as such a Person
Subject to the Jurisdiction of this Honorable Court
of a Plea Wherefore he render to the said Richard
Hall Kerr and William Harington Seventeen
Thousand six Hundred and Ninety three Star Pagodas
Twenty five Fanams and six Cash of the Current
Money of Madras which he owes to and unjustly
detains from them — For that Whereas the said
Alexander Melvin heretofore to wit on the
Twenty second day of August in the Year of our
Lord one Thousand eight Hundred and one at
Madras by his Certain Writing Obligatory
Sealed with his Seal and to the Court here
now Shewn the date whereof is the day and
year aforesaid acknowledged himself to be
held and firmly bound to one Richard
Leslie in his Life time (who is now
deceased and whose the said Rich

Kerr and William Harington have survived)
and to the said Richard Hall Kerr and William
Harington (by the names addition and descriptions
of the Reverend Archdeacon Richard Leslie
and the Reverend Richard H. Kerr Ministers
& William Harington Esquire Senior Church
Warden of the Parish of Saint Mary's Church
at Fort Saint George) in the said Sum Seventeen
thousand six hundred and ninety three Star
Pagodas twenty five Fanams and six Cash
to be paid to the said Richard Leslie
Richard Hall Kerr and William Harington
when he the said Alexander Melvin
should be thereto afterwards required
and the said William Harington in fact say that
the said Alexander Melvin did not at
any time in the life time of the said
Richard Leslie pay to the said Richard
Leslie Richard Hall Kerr and William
Harington or to any or either of them the
said Seventeen thousand six hundred and
ninety three Star Pagodas twenty five

First Term 1806

Hereof whereby an action hath accrued to the said Richard Hall Kerr and William Harington having summoned the said Richard Leslie to demand and have of and from the said Alexander Melvin the said Seventeen Hundred Six Hundred and Ninety three Star Pagodas Twenty five Fanams and Six Cash above demanded — Yet the said Alexander Melvin (although often requested &c) hath not paid to the said Richard Hall Kerr and William Harington or to either of them the said Seventeen Hundred and Ninety three Star Pagodas twenty five Fanams and Six Cash above demanded or any part thereof but hitherto altogether refused and still doth refuse — To the damage of the said Richard Hall Kerr and William Harington as Survivors as aforesaid of one Hundred Star Pagodas and therefore they bring their Suit &c

And afterwards to wit in the Same

imparlance

Term of the said Year one Thousand eight hundred and
five that is to say on the Twenty fourth day of September
until which day the said Alexander Melvin had
Leave to imparle to the said Plaint and then to answer
the same, came as well the said Reverend Richard
Hall Herr Doctor of Divinity and William Harington
by their said Attorney as the said Alexander
Melvin by his said Attorney, and the said
Alexander Melvin 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 Cauntry &c

Plea filed 24th September 1805

And the said Richard Hall Herr and
William Harington do the like.

Issue Joined

And upon the Issue so as aforesaid joined
between the Parties a day was given to them by
the Court for hearing their respective allegations
and for Examining the truth thereof and which
day being the Thirtieth day of September
in the Fourth Term now last past came
the said Richard Hall Herr and William

aforesaid Whereupon the several allegations of the said Parties and also the depositions of the Witnesses adduced before the Court having been duly Examined and Considered. It did appear to the Court That the said writing obligatory in the said plaint of the said Richard Hall Kerr and William Harington above Mentioned is the deed of the said Alexander Melvin and that the said Alexander Melvin did Owe to and detain from the said Richard Hall Kerr and William Harington the Sum of Seventeen Thousand Six Hundred and Ninety three Star Pagodas Twenty five Fanams and Six Cash Demanded by the said Plaint in Manner and form as the said Richard Hall Kerr and William Harington have by the same Plaint declared against him, and Thereupon day was further given to the said Alexander Melvin until within the first four days of this Term to shew Cause (if any he had) why the same debt and also such Costs as the Court should and

Supreme Court
Judgment Roll
First Term 1806
Section 6th

Preamble an Infant

not be adjudged against him -

And Now one this day Come the said Richard Hall Kerr and William Harington by their attorney aforesaid and allege and Manifested to the Court that the said Alexander Melvin hath not shewn any Cause against the duely entering of such Judgment as aforesaid - It is therefore Considered and adjudged by this Court that the said Richard Hall Kerr and William Harington do recover against the said Alexander Melvin their said debt and this Court doth also award and order that the said Alexander Melvin do pay unto the said Richard Hall Kerr and William Harington for their Costs and Charges laid out by them about their Suit in this behalf the Sum of one hundred and ninety two Star Pagodas and thirty three fanams and that the said Alexander Melvin be in

Judgment signed for the Plaintiffs the Tenth day of March 1806

mercy

mercy &c.a

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First Term 1806

No 13

Pleas before the Hon^ble Sir Henry Gwillim, Knight, one of the 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 } Modeen Saib and Abdal Rahemaun put in their place Gilbert Ricketts their attorney against Meerah Moosane Rawoottur and Simmappa Rawoottur in a Plea of Trespass on the Case –

Fort St. George Madras ss } The said Meerah Moosane Rawoottur in person and the said Simmappa Rawoottur by Daniel Neal his attorney at the Suit of the said Modeen Saib and Abdal Rahemaun in the plea aforesaid –

Fort St. George Madras ss } 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 Modeen Saib and Abdal Rahemaun by Gilbert Ricketts their Attorney and brought into the said Court then here their certain Plaint against Meerah

Plaint in a pumpsit filed 20th November 1805

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. Ss Madeen Saib and Abdal Rahemaun by Gilbert Ricketts their attorney Complain of Meerah Moosane Rawoottur and Sinnappa Rawoottur being respectively Mahommedan Inhabitants of Madras and as such Subjects to the Jurisdiction of this Honble Court, For that Whereas the said Meerah Moosane Rawoottur and Sinnappa Rawoottur heretofore to wit, on the Twentieth Day of March in the Year of Christ one thousand eight hundred at Madras aforesaid according to the Laws and Customs of the Mahommedan made and signed their certain Notein Writing in the Malabar Language bearing date the day and year aforesaid and then and there delivered the said Note to the said Madeen Saib and Abdal Rahemaun whereby the said Meerah Moosane Rawoottur and Sinnappa Rawoottur by the Names and description of Meerah Moosane Rawoottur and Sinnappa Rawoottur Sons of Peraumadaur Rawoottur of Hydelecaun Pater and Copartners or Relations acknowledged that in consequence of their Urgent Occasion they had borrowed and received of

No. 14

Modeen saib and Abdal Rahemaun by the names and Description of Modeensah and Abdal Rahemaun sons of Mamoodecaun Macummeera Rawoottar of Maungaudas and Copartners or Relations the sum of Four hundred Star Pagodas Current Money of Madras which Sum they the said Meerah Moosane Rawoottar and Simappa Rawoottar did thereby engage to repay them the said Modeen Saib and Abdal Rahemaun on demand with all such Profits as should or might become due thereon at the rate of Six per Cent per annum By means whereof and by force of the laws and Customs of the Mahommedans the said Meerah Moosane Rawoottar and Simappa Rawoottar became liable to pay the said Sum of Four hundred Star Pagodas in the said Note mentioned according to the tenor and Effect of the said Note and being so liable they the said Meerah Moosane Rawoottar and Simappa Rawoottar 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 Modeen Saib and Abdal Rahemaun to pay them the said Sum of Four hundred Star Pagodas in the said Note mentioned according to the tenor and Effect of the said Note- And

First Sum 1806

on the second day of September in the Year one Thousand
eight hundred and Five at Madras aforesaid were
indebted to the said Modeen Saib and Abdal Rahemaun
in the Sum of Six hundred Star Pagodas of the
Current Money of Madras aforesaid for so much
Money by the said Modeen Saib and Abdal
Rahemaun before that time Lent and advanced to the said
Meerah Meeranee Ramoottun and Sinnappa Ramoottun
and at their Special Instance and Requests and being so
indebted they the said Meerah Meeranee Ramoottun and
Sinnappa Ramoottun 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 Modeen Saib and Abdal
Rahemaun to pay them the said Last mentioned Sum
of Money when they the said Meerah Meeranee
Ramoottun and Sinnappa Ramoottun should be
thereunto afterwards Requested and whereas
also the said Meerah Meeranee Ramoottun and
Sinnappa Ramoottun afterwards to wit on the same
day and Year Last aforesaid at Madras aforesaid
were indebted to the said Modeen Saib and
Abdal Rahemaun in the further Sum of Six hundred
Star Pagodas of like Current Money for so much by
the said Modeen Saib and Abdal Rahemaun before
time Laid and Expended and
said Meerah Meeranee

Ramoottur and at their Special instance and Request -
And being so indebted they the said Meerah Moosane
Ramoottur and Sinnappa Ramoottur 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 Modeen
Saib and Abdul Rahemaun to pay them the said last
mentioned Sum of Money when they the said Meerah
Moosane Ramoottur and Sinnappa Ramoottur
should be thereunto afterwards Requested - and
Whereas also the said Meerah Moosane
Ramoottur and Sinnappa Ramoottur afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid account'd with the said
Modeen Saib and Abdal Rahemaun of and
Concerning divers other Sums of Money before
that time due and Owing from the said Meerah
Moosane Ramoottur and Sinnappa Ramoottur
to the said Modeen Saib and Abdal Rahe-
-maun and then being in arrear and unpaid
and upon that accounting the said Meerah
Moosane Ramoottur and Sinnappa Ramoot

arrear and indebted to the said Modeen Saib and abdal
Rahemaun in the further Sum of Six hundred Star
Pagodas of like Current Money and being so found
in arrear and indebted they the said Meerah Moosane
Rauwoottun and Simappa Rauwoottun 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
Modeen Saib and abdal Rahemaun to pay them the
said last Mentioned Sum of Money when they the
said Meerah Moosane Rauwoottun and Simappa
Rauwoottun should be thereunto afterwards Requested
Yet the said Meerah Moosane Rauwoottun and Simappa
Rauwoottun 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 Modeen Saib
and abdal Rahemaun 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 Meerah Moosane Rauwoottun and
Simappa Rauwoottun were Requested by the said Modeen
Saib and abdal Rahemaun to wit on

and Year last aforesaid often both before and afterwards to wit at Madras aforesaid) But the said Meerah Moseane Rauvoottar and Simappa Rauvoottar to pay the same or any of them or any part thereof to the said Modeen Saib and Abdal Rahemaun Lane and each of them hath hitherto wholly refused and still do and each of them still doth refuse To the Damage of the said Modeen Saib and Abdal Rahemaun of Six hundred Star Pagodas and therefore they bring Suits &c.a

And Now at this day that is to say on the second day of February in this First Term until which day the said Meerah Moseane Rauvoottar and Simappa Rauvoottar had Cause to impart to the said Plaint and then to answer the same come as well the said Modeen Saib and Abdal Rahemaun Lane and each Rauvoottar and Simappa Rauvoottar by their respective attornies aforesaid and the said Simappa Rauvoottar defends the wrong and injury when &c.a and says that the said Meerah Moseane Rauvoottar and he the said Simappa Rauvoottar did not undertake or promise in Manner and form as the said Modeen Saib and Abdal Rahemaun Lane above thereof complained against them, and this he the said

Plea of the Defendt Simappa filed 2d. Decr. 1805.

Issue Joined

by the Court and the said Madeen Saib and Abdal Rahemaun do the like and the said Meerah Moosane Rawoottur say Nothing in bar or preclusion of the said action of the said Madeen Saib and Abdal Rahemaun by which the said Madeen Saib and Abdul Rahemaun remain therein undefended against the said Meerah Moosane Rawoottur for which the said Madeen Saib and Abdal Rahemaun ought to recover their damages by occasion of the premises; but because it is unknown to the Court here, what damages the said Madeen Saib and Abdul Rahemaun have sustained by means thereof, and because it is also at present unknown to the Court here whether the said Sinnassa Rawoottur will be convicted of the premises upon which the above Issue is joined between the said Madeen Saib and Abdal Rahemaun and the said Sinnassa Rawoottur or not, and because it is necessary and Convenient that there be but one taxation of damages in this Suit: therefore let the giving of Judgment in this behalf against the said Meerah Moosane Rawoottur be stayed until the said Issue between the said Madeen Saib and Abdal Rahem

and the said Simappa Ramsottar be determined whereupon
a day is given to the said Parties respectively at
which to try the Issue between the said Modeen
Saib and Abdal Rahemaun and the said Simappa
Ramsottar whereupon issue is joined as to enquire against the
said Meerah Moosane Ramsottar what damages
the said Modeen Saib and Abdal Rahemaun
have sustained in this behalf at which day being
the eighth day of February in this Term come as
well the said Modeen Saib and Abdal Rahemaun
as the said Simappa Ramsottar 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 Meerah Moosane Ramsottar and Simappa
Ramsottar did undertake and promise in manner
and form as the said Modeen Saib and Abdal
Rahemaun have above thereof complained
against them and they assess the damages of

on Occasion of the Not performing the said promises and undertakings as well against the said Sinnappa Rawaottar as against the said Meerah Moosane Rawaottar over and above the Costs and Charges of the said Modeen Saib and Abdal Rahemaun by them about their Suit in this behalf Expended to Four Hundred and forty five Pagodas thirty five Fanams and forty Cash and for those Costs and Charges to one hundred and fifty three Pagodas and Twenty three Fanams. Therefore it is Considered that the said Modeen Saib and Abdal Rahemaun Recover against the said Meerah Moosane Rawaottar and Sinnappa Rawaottar their damages and Costs aforesaid by the Court aforesaid found and adjudged which damages Costs and Charges amount in the Whole to Five hundred and Ninety Nine Pagodas Fourteen Fanams and forty Cash and the said Meerah Moosane Rawaottar and Sinnappa Rawaottar in Mercy &c.

Judgment signed for the Plaintiff the Tenth day of March 1806.

Mercy

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Trial Term 1806

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First Term 1806

Pleas before the Honble Sir Henry Gwillim Knight one of the 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 six.

Fort St. George
Madras } ss

Vencata Rungum the only Son and Heir and personal Representative of Mauroutas Vencatasawmy Naick decd by Yalacantone appia Chitty and Mauroutas Rangaya Naick, who are admitted by the Court here to prosecute for the said Vencata Rungum who is an Infant under the age of Twenty one Years as the next friends of the said Vencata Rungum, plaintiffs in this Gilbert Ricketts his Attorney against Pomary Sawmenauda Modelliar in a Plea of Trespass on the Case -

Fort St. George
Madras } ss

The said Pomary Sawmenauda Modelliar puts in his place Daniel Neale his Attorney at the Suit of the said Vencata Rungum the only Son and Heir and personal Representative of Mauroutas Vencatasawmy Naick deceased by Yalacantone appia Chitty and Mauroutas Rangaya Naick, who are admitted by the Court here to prosecute for the said Vencata

who is an Infant under the age of Twenty one Years
as the next friend of the said Vencata Rungum
in the Plea aforesaid -

Fort St George
Madras - } Be it Remembered that on the Twenty fifth day
of October 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 Vencata
Rungum the only Son and Heir and personal Repre-
= sentative (according to the Laws and Customs of the
Hindoo Natives of India) of Mauraoo Venkatasawmy
Naick deceased who was in his life time an Hindoo
Inhabitant of Madras by Yalacauloore appointed
and Mauraoo Rangaya Naick who are admitted
by the Court hereto Prosecute for the said Vencata
Rungum who is an Infant under the age of
Twenty one Years as the next Friend of the said
Vencata Rungum by Gilbert Ricketts his attorney
and brought in to the said Court then here his certain
Plaint against the said Pomary Sawmeraw a Moodelliar
in a Plea of Trespass on the Case and thereare
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 abridgment

Vencata Rungum the only Son and Heir

and Customs of the Hindoo Nations of Ladies of Mauraulloo
Vencatasawmy Naick deceased who was in his life time
an Hindoo Inhabitant of Madras by Yalacaulore
Appia Chitty and Mauraulloo Rangaya Naick who are
Admitted by the Court here to prosecute for the
said Vencata Rungum who is an Infant under
the age of Twenty one Years as the Next Friend
of the said Vencata Rungum by Gilbert Ricketts
his Attorney Complains of Pomary Sawmenauda Modellier
being an Hindoo Inhabitant of Madras aforesaid
and as such Subject to the Jurisdiction of this
Honble Court and now a Prisoner in the Custody
of the Sheriff of Madras aforesaid for that
Whereas the said Pomary Sawmenauda Modellier
heretofore to wit on the Eighteenth Viaudy of
Roodrocaury Year of the Hindoos Corresponding
with the Twenty eighth day of May in the Year of
Christ One thousand eight hundred and Three at
Fort Saint George Madras aforesaid according to the
Laws and Customs of the Hindoo Nations of Madras
aforesaid made his Certain Note in writing in the Gentoo
Language his own Proper hand being thereunto subscribed
bearing date the day and Year aforesaid and then and
there Delivered the said Note to the said

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Vencatasawmy Naick deceased in his life time whereby
the said Pomary Sawmynauda Modelliar acknowledged
to have borrowed and received of the said Mauraudoo
Vencatasawmy Naick by the Name of Mauraudoo
Vencatasawmy Naick the Sum of one Hundred
and Six Star Pagodas and fifteen and an Half
Fanams Current Money of Madras which Sum he the
said Pomary Sawmynauda Modelliar did thereby
engage to repay him the said Mauraudoo Vencata
sawmy Naick on or before the Thirtieth Day of
Tenth July with all such Interest as shall
or might become due thereon at the Rate of Twelve
per Cent per Annum By Reason whereof
and by force of the Laws and Customs of the
Hindoo Nations in that behalf the said Pomary
Sawmynauda Modelliar then and there became liable
to pay to the said Mauraudoo Vencatasawmy Naick
the said Sum of one Hundred and Six Star Pagodas
and fifteen and an Half Fanams in the said Note
in writing Mentioned with Interest thereon after the
rate aforesaid according to the Tenor and effect of the
said Note and being so liable he the said Pomary
Sawmynauda Modelliar in Consideration thereof

fires aforesaid at Fort Saint George Madras aforesaid undertook and to the said Maduratoo Venkatasawmy Naick then and there faithfully promised to pay to him the said Sum of one hundred and Six Ster-Pagodas and fifteen and an half Fanams in the said Role mentioned with Interest thereon after the rate aforesaid according to the Tenor and Effect of the said Role - And Whereas also the said Ponnary Sawmynauda Modelliar afterwards to wit on the Tenth day of July in the Year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Maurautoo Venkatasawmy Naick in his lifetime in the Sum of Two hundred Star Pagodas of like Current Money of Madras aforesaid for so much money by the said Ponnary Sawmynauda Modelliar before that time had and Received to and for the use of the said Maurautoo Venkatasawmy Naick in his lifetime - And being so indebted he the said Ponnary Sawmynauda Modelliar 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 Maurautoo Venkatasawmy Naick in his li-

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to pay him the said last Mentioned Sum of Money when he the said Pomnary Sawmenauda Moodelliar should be thereunto afterwards Requested and Whereas also the said Pomnary Sawmenauda Moodelliar afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Mauraulas Vencatasawmy Naick in his life time in the further Sum of Two Hundred Star Pagodas of like Current Money for divers to wit Fifty Tickets in a Lottery of Jewells and for other Goods Wares and Merchandizes by the said Mauraulas Vencatasawmy Naick in his life time before that time sold and delivered to the said Pomnary Sawmenauda Moodelliar and at his Special instance and Request - And being so indebted he the said Pomnary Sawmenauda Moodelliar in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort St. George aforesaid undertook and then and

First Sum 1806

Vencatasawmy Naick to pay him the said Last mentioned
Sum of Money when he the said Pounary Sawmenauda
Modelliar should be thereunto afterwards
requested — And whereas also afterwards
to wit on the same day and Year last aforesaid
at Fort St George Madras aforesaid in
Consideration that the said Mauraupa Vencata=
sawmy Naick at the like Special instance
and Request of the said Pounary Sawmenauda
Modelliar had before that time sold and
delivered to him divers to wit fifty other
Tickets in a Lottery of Jewels and divers other
Goods Wares and Merchandizes he the said Pounary
Sawmenauda Modelliar then and there undertook
and faithfully promised the said Mauraupa Vencata=
sawmy Naick in his Life time to pay him so much
Money as he therefore Reasonably deserved to
have of the said Pounary Sawmenauda Modelliar
when he the said Pounary Sawmenauda
Modelliar should be thereto afterwards
requested — And the said Vencata Rangum
avers that the said Mauraupa Vencata Sawmy
Naick in his Life time therefore Reasonably
deserved to have of the said Pounary Sawmenauda
Modelliar other Two Hundred Pagodas

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of like Current Money to wit at Fort Saint George
Madras aforesaid whereof the said Ponnary
Sawmenauda Modelliar aforesaid to wit
on the same day and Year aforesaid there had
Notice & the said Ponnary Sawmenauda
Modelliar not regarding his said Several
promises and undertakings so by him made
in manner and form aforesaid but Continuing and
fraudulently intending Craftily and Subtilly
to deceive and defraud the said Mauraudas
Vencatasawmy Naick in his life time and
the said Vencata Rungum as such Son
and personal Representative as aforesaid
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 Ponnary Sawmanauda Modelliar was
often times requested by the said Mauraudas
Vencatasawmy Naick in his life time
and also by the said Vencata Rungum
personal Representative as aforesaid
since the decease of the said Mauraudas
Vencatasawmy Naick to wit at the

and often afterwards to wit at Fort Saint George Madras aforesaid) But the said Pownay Sawmenaden Modelliar to pay the same Several Sums of Money or any of them or any part thereof to the said Mauraatoo Vencatasawmy Naick in his life time or to the said Vencata Rungum as such son and personal Representative as aforesaid since the death of the said Mauraatoo Vencata sawmy Naick hath hitherto wholly refused and to pay the same to the said Vencata Rungum as aforesaid Tho' often thereunto requested to the damage of the said Vencata Rungum of Four Hundred Star Pagodas and therefore he brings Suit &c.

Plea filed 11th November 1805

And afterwards that is to say on the Eleventh day of November one thousand eighs hundred and five, to wit, in the Vacation of the said fourth Term in the same Year, the said Pownay Sawmenaden Modelliar by Daniel Neal his Attorney 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 Vencata Rungum hath above thereof Complained against him and

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and of this he the said Pomary Sawmenauda Modelliar puts himself upon the Court and the said Venkata Rungum doth the like and thereupon 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 eighteenth day of November at the Sittings after this Term comes as well the said Venkata Rungum by his Rex's Friends as the said Pomary Sawmenauda Modelliar 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 as to the Promises and Undertakings in the first and second Counts of the said Plaint mentioned do say that the said Pomary Sawmenauda Modelliar did undertake and promise in manner and form as the said Venkata Rungum by his Rex's Friends aforesaid hath therein complained

undertakings in the first and second Counts of the said Plaint mentioned do say that the said Pomary Sawmenauda Modellian did undertake and promise in Manner and form as the said Vencata Rungum by his next friends aforesaid hath thereon complained against him and as to the promises and Undertakings in the third and last Counts of the said Plaint mentioned the said Justices do say that the said Pomary Sawmenauda Modellian did not undertake and promise in manner and form as the said Vencata Rungum by his next friends aforesaid, hath in those last mentioned Counts in that behalf alledged and the said Justices do find that the said Vencata Rungum hath sustained damage by occasion of the non performance of the said first mentioned promises and undertakings to the Sum of one hundred and forty one Pagodas thirty five Fanams and sixty cash, besides his costs and charges by him about his suit in this behalf expended Therefore it is considered that the said Vencata Rungum do recover against the said Pomary Sawmenauda Modellian his damages aforesaid to the

Judgment signed for the Plaintiff the 10th day of March 1806

No 15.

Supreme Court

Judgment Roll

First Term 1806

Section 2.

Sum of one Hundred and forty one Pagodas thirty five Fanams and Sixty Cash and also one Hundred and fifty 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 Two Hundred and Ninety Seven Pagodas twenty Fanams and Sixty Cash - and the said Pomary Sawmenauda Moodelliar in Mercy &c. and the said Vencata Rungum by his next friends aforesaid is also in Mercy for his false Claim as to the last mentioned promises and undertakings whereof the said Pomary Sawmenauda Moodelliar by the Justices aforesaid is there acquitted and let the said Vencata Rungum go thereof without day &c.

And thereupon the said Vencata Rungum by Gillies Ricketts his Attorney prays a Writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause to be taken the Body of the said P

First Term 1806

Sere on the 13th day of March instant —

First Term 1806

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

Fort St. George
Madras ss} John Doe on the several demises of Coroscopettady Narrain Moodelly and Deapak Moodelly puts in his place Gillies Ricketts his attorney against Richard Roe in a Plea of Trespass and Ejectment.

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

Fort St. George
Madras ss} Be it remembered that as of the Fourth Term in the Year of Christ one thousand eight hundred and six before the Supreme Court of Judicature at Madras came John Doe by Gillies Ricketts his

First Term 1806

Plaint in Ejectment filed 17th January 1806

in these words that is to say - Fort St George Madras ss
John Doe by Gillies Ricketts his attorney Complains
of Richard Roe being a British Subject and as such
liable to the Jurisdiction of this Honble Court For
that Whereas Coracapattady Narrain deceased -
heretofore in his life time to wit on the First
day of September in the Year of Christ one thousand
seven hundred and ninety five had demised
granted and to farm let unto the said John Ten
acres of arable Land, Ten acres of Garden Ground
Ten acres of waste Land and Ten acres of
other Land with the appurtenances thereunto
belonging situate lying and being at Pedda naick
pettah within the limits of Madras To have and to
hold the same with the appurtenances to the said
John and his assigns from the thirty first day of
August then last past to the full end and term of
Twenty Years from thence next ensuing and fully to
be compleat and ended by virtue of which said
demise the said John entered into the said premises
with the appurtenances and was possessed thereof
until the said Richard afterwards to wit on
the Sixth day of July in the Year of Christ
one thousand seven hundred and ninety five

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with force and arms &c.a entered into the Premises aforesaid with the appurtenances which the said Crasoca pettady Narrain deceased in his life time 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 seized the said John out of his said Farm and Whereas afterwards to wit on the second day of March in the Year of Christ one thousand seven hundred and ninety seven he demised granted and to farm let out to the said John Ten other acres of arable Land Ten other acres of Garden Ground Ten acres of waste Land and Ten acres of other Land with the appurtenances thereunto belonging Situate lying and being at Pedda Naick Pettah within the limits of Madras aforesaid To have and to hold the same with the appurtenances to the said John and his assigns from the Twenty eighth day of February then last past to the full end and term of Twenty Years from thence next ensuing and fully to be compleat and ended by Virtue of which said last

Hil Term 1806

said last Mentioned demised Premises with
the appurtenances and was possessed thereof
until the said Richard afterwards to wit
on the Sixth day of the said Month of March
in the Year last aforesaid with force and arms
&c entered into the said last Mentioned demised
premises with the appurtenances which the said
Abraham Madelly had demised to the said John
in Manner aforesaid for the term aforesaid which
is not yet expired and ejected the said John
out of his said last Mentioned farm and
the said John so ejected keeps out and
still doth keep from him the said John thereof
and other injuries to him the said John there
and there did against the Peace of our Lord
the King and to the damage of the said John
of one 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 Term until which
day the said Richard Roe had leave to imparl
to the said Plains of the said John Doe and

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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 he 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 prays the writ of our said Lord

Judgment signed the 13. day of March 1806

First Term 1806

Cause the said John Doe 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
before the Justices of the said Court of our said Lord the
Writ of Possession King here on the Twenty eighth day of March instant.
issued 15th March
1806 The same day is given to the said Richard Roe there
&c.

First Term 1806

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

Fort St George Madras } Henry Howes Harington puts in his place Robert Orme his attorney against William Howse, Owen Gill and James Powis in a Plea of Trespass on the Case -

Fort St George Madras } The said William Howse, Owen Gill and James Powis in their person at the Suit of the said Henry Howes Harington in the Plea aforesaid -

Fort St George Madras } 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 Henry Howes Harington by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against William Howse, Owen Gill and James Powis in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard

Trial Term 1806

Plaint in assumpsit filed 2d November 1805

That is to say - Madras ss Henry Hawes Harington by Robert Orme his attorney Complains of William Owen Owen Gill and James Davis being British Subjects Residents in Madras and as such subject to the Jurisdiction of this Honble Court - For that Whereas the said William Owen and James on the Third day of November 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 a Promisory Note their own respective proper hands writing being thereunto subscribed bearing date the same day and Year aforesaid and Then and There delivered the said Note to the said Henry Hawes and thereby three months after date promised to pay to the said Henry Hawes by the Name of Henry Harington Esquire or his order the Sum of Four hundred and Twenty four Star Pagodas Nineteen Fanams and Sixty Cash Value Received By Reason whereof and by Force of the Statute in such Case made and provided the said William Owen and James became liable to pay to the said Henry Hawes the said Sum of Money Mentioned in the said Note according to the Tenor and Effect of the Note - And being so liable they the said William Owen and James

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in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Henry Hawes to pay him the said Sum of Money mentioned in the said Note according to the tenor and Effect of the said Note - And the said William Owen and James afterwards to wit on the eighth day of February in the year of our Lord one thousand eight hundred and five at Madras aforesaid was indebted to the said Henry Hawes in the further Sum of eight hundred Star Pagodas of the Current money of Madras for so much Money by the said Henry Hawes before that time lent and advanced to the said William Owen and James at their Special instances and Request and being so indebted they the said William Owen and James 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 Henry Hawes to pay him the said last mentioned

First Term 1806

Owen and James should be thereunto afterwards
required - And whereas also the said William
Owen and James afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
accounted with the said Henry Hames of and Concerning
divers other Sums of Money before that time
due and owing from the said William Owen
and James to the said Henry Hames and then
being in arrear and unpaid and upon the
accounting the said William Owen and James
were then and there found to be in arrear an
indebted to the said Henry Hames in the further
Sum of Eight hundred Star Pagodas of like
Current Money and being so found in arrear
and indebted they the said William Owen and
James 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
Henry Hames to pay him the said last
Mentioned Sum of Money when they the
said William Owen and James should

be thereunto afterwards Requested Yet the said William Owen and James 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 Defraud the said Henry Hawes in this behalf have not nor Hath any of them yet paid the said Several Sums of Money or any of them or any part thereof (although so to do they the said William Owen and James were Requested by the said Henry Hawes to wit) on the same day and Year last aforesaid and often afterwards to wit at Madras aforesaid) But the said William Owen and James to pay the same or any part thereof to the said Henry Hawes 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 Henry Hawes of Eight Hundred Star Pagodas and therefore he brings suit &c.

And Now at this day that is to say

First Term 1806

Cognovit filed 1st. March 1806.

Term Hey the said William Owen and James come and say that they cannot deny the said action of the said Henry Hawes nor but that they the said William, Owen and James did undertake and promise in Manner and form as the said Henry Hawes hath above thereof Complained against them nor but that he the said Henry Hawes hath sustained Damages by occasion of the non performance of the said Several promises and undertakings to Four Hundred and Seventy Star Pagodas twenty six Fanams and Sixty Cash as he the said Henry Hawes hath above in his said Plaint supposed and thereupon the said Henry Hawes prays that the said Damages acknowledged together with his Expences and Costs by him about his Suit in this behalf may be adjudged to him &c. Wherefore it is Considered that the said Henry Hawes recover against the said William Owen and James his Damages aforesaid to lay them in form aforesaid acknowledged - And also Fifty one Pagodas and fourteen Fanams for his Costs and Charges by the Court here adjudged

Judgment by Confession

Judgment for the Plaintiff signed the 12th Day of March 1806

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adjudged to the said Henry Bowes by his assess
which said Damages in the whole amount
to Five Hundred and Twenty one Pagodas
forty Fanams and Sixty Cash - And the
said William Owen and James in Mercy &c
Mercy

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First Term 1806

Pleas before the Honble Sr Henry Gwillim Knight one of the 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 six -

Fort St George, Madras ss } John Henry Pelly puts in his place Robert Orme his attorney against James Powis of Trespass on the case and there in a Plea

Fort St George, Madras ss } The said James Powis in his person at the suit of the said John Henry Pelly in the Plea aforesaid -

Fort St George, Madras ss } Be it remembered that as of the First Term in the Year of our Lord one thousand eight hundred and six - before the Supreme Court of Judicature at Madras came John Henry Pelly by Robert Orme his attorney and brought into the said Court there his certain Plaint against James Powis in a Plea of Trespass on the case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Pl

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First Term 1806

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Plaint in a Scire facias filed 4th November 1805

Pallaums in these words, that is to say, Fort Saint George Madras ss John Henry Pilley by Robert Orme his Attorney Complains of James Paris being a British Subject Resident in Madras and Subject to the Jurisdiction of this Honble Court For that Whereas the said James on the Eighteenth day of February in the Year of our Lord one thousand eight hundred and three to wit, at Fort Saint George Madras aforesaid Made his Certain Note in writing Commonly Called a Promissory Note 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 John Henry and thereby three Months after Date he promised to pay to the said John Henry by the Name and addition of John Henry Pilly Esqr or Order the sum of Star Pagodas Two hundred and fifty eleven Fanams Value Received, By Reason whereof and by force of the Statute in such Case Made and Provided the said James become liable to pay to the said John Henry the said Sum of Money Mentioned in the said Note according to the

First Term 1806

being so liable he the said James in Consideration thereof
afterwards to wit on the same day and year aforesaid
at Fort Saint George Madras aforesaid undertook
and faithfully promised the said John Henry to pay
him the said Sum of Money Mentioned in the said
Note according to the Tenor and effect of the said Note
And Whereas also the said James afterwards
to wit on the Twenty first day of May in the
Year of our Lord one Thousand eight Hundred
and five at Fort Saint George Madras aforesaid
was indebted to the said John Henry in the
of Eight Hundred Star
Money of Madras for divers Goods Wares and
Merchandizes of the said John Henry by the said
John Henry before that time sold and delivered
to the said James at his Special instance and
Request and being so indebted he the said
James in Consideration thereof afterwards
(to wit) on the same day and year last aforesaid
at Fort Saint George Madras aforesaid
undertook, and then and there faithfully promised
the said John Henry to pay to him the said Sum of
Money, whenever afterwards he the said James shall

be thereunto Requested - and Whereas also
aforesaid (to wit) on the same day and Year last
aforesaid at Fort Saint George Madras aforesaid
in Consideration that he said John Henry at the
like Special instance and Request of the said
James had before that time sold and delivered
to him the said James divers other Goods Wares
and Merchandizes of him the said John Henry he
the said James undertook and then and there faith-
fully promised the said John Henry to pay him
so much Money as the last mentioned Goods, Wares
and Merchandizes at the time of the Sale and Delivery
thereof were Reasonably worth whenever afterwards
he the said James should be thereunto Requested.
And the said John Henry avers, that the Goods
Wares and Merchandizes, last Mentioned at the
time of the Sale and Delivery thereof were Reasonably
worth other Eight Hundred Star Pagodas of like
Current Money (to wit) at Fort Saint George
Madras aforesaid, whereof the said James
afterwards (to wit) on the same day and Year
aforesaid there had Notice - Yet the said James
not Regarding his aforesaid several promises

First Term 1806

forms aforesaid but continuing and fraudulently intending craftily and subtilly to deceive and defraud the said John Henry in this behalf hath not yet paid the said several Sums of Money or either of them or any part thereof to the said John Henry (altho' to do he the said James was requested by the said John Henry afterwards to wit on the same day and Year last aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid) but so to do this hath hitherto wholly refused and still refuses to the said John Henry his Damage of Eight hundred Star Pagodas and therefore he brings his Suit &c.

And Now at this day that is to say on the twelfth day of September in this same Term the said James comes and says that he cannot deny the said action of the said John Henry nor but that he the said James did undertake and promise in manner and form as the said John Henry hath above complained against him nor but that he the said John Henry hath sustained Damages by occasion of the Non performance of the said several promises and Undertakings to Four hundred and

Cognovit filed 1st March 1806

No 18.

Fort St George
Madras

Be it remembered that in the Michaelmas
in the Year one thousand eight hundred and ten
the Supreme Court of Judicature at Madras
Francis de Silva by William Light his Attorney
and brought into the said Court then there his
certain Plaint against Adrian de Fries, John
de Fries and Louis de Fries in a Plea of
Trespass

Seventeenth day of [illegible]
eight hundred and [illegible] at Mad[illegible] aforesaid
for himself and the said John De Fille and Louis
his Partner made and signed a Certain [illegible]te in
writing Commonly called a Promissory Note
Own Proper hand writing being thereunto set
and Subscribed bearing Date the Day and Year
aforesaid and thereby for himself and his said
Partner

No 2.

Section B.

[illegible]ertine a Kilkadias

[illegible] June 1824

[illegible]

[illegible] Peloner Knight Chief Justice

[illegible]ckett, Knight

[illegible] Majesty's Justices

[illegible]day the Tenth day of March

[illegible] thousand eight hundred and

[illegible] seven and in the eighth



Supreme Court

Judgment Roll

First Term 1906

Section B.

and Seventy five Star Pagodas Thirty Fanams and Forty Cash as he the said John Henry hath above in his said Plaint supposed and thereupon the said John Henry prays that he said Damages so acknowledged together with his Expences and Costs laid out by him - about his suit in this behalf may be a[illegible] Lim[illegible] Therefore it is Considered the said John Henry recover against the said James his Damages aforesaid so by him in form aforesaid acknowledged and also Fifty Pagodas and sixteen Fanams for his Costs and Charges by the Court here adjudged to the said John Henry by his attorney which said Damages in the whole amount to Five Hundred and twenty six Pagodas Two Fanams and Forty Cash - And the said James in Mercy &c.

Judgment signed for the Plaintiff the 14th day of March 1806

Mercy

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Stiel Lerm 1806

No. 18.

First Term 1806

155.

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

Fort St. George
Madras ss } Robert Downie and Patrick Maitland
put in their Place Robert Orme their attorney
against William Howse and Thomas Lowther
in a Plea of Trespass on the Case -

Fort St. George
Madras ss } The said William Howse and Thomas Lowther
in their proper person at the suit of the said Robert
Downie and Patrick Maitland in the Plea
aforesaid -

Fort St. George
Madras ss } Be it Remembered that as of the Fourth Term
in the Year one thousand eight hundred and five
before the Supreme Court of Judicature at Madras
came Robert Downie and Patrick Maitland
by Robert Orme their Attorney and brought into

First Term 1806

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 ss Robert Dawnie and Patrick Maitland by Robert Orme their Attorney Complain of William Hawse and Thomas Lowther being British Subjects and as such Subjects to the Jurisdiction of this Court Forthas Whereas one I Macarthur on the Ninth Day of March in the Year of our Lord one Thousand eight hundred and five at Calcutta to wit at Madras aforesaid according to the Usage and Custom of Merchants made his Certain Bill of Exchange in writing his own proper hand being thereunto subscribed bearing date the Day and Year aforesaid and then and there directed the said Bill to the said William Hawse and Thomas Lowther by the Name and Description of Messrs Hawse and Lowther Fort Saint George and thereby required the said William Hawse and Thomas Lowther Four Months after the sight thereof to pay to the said Robert Dawnie and Patrick Maitland or their Order Sicca Rupees Three Thousand and eight Five Annas being

Plaint in assumpsit filed 2d Novr 1805 -

No 19.

amount of their Invoice Shipped in the S.t George Barlow
Captain Perkins. And the said L. McArthur then and
there delivered the said Bill of Exchange to the said
Robert Dawnie and Patrick Maitland And the
said Robert Dawnie and Patrick Maitland over
that at the time of the making the said Bill of Exchange
the Three thousand and Eight Sicca Rupees and five
Annas therein Mentioned were of a certain Value
of the Current Money of Madras to wit the sum of
Nine hundred and Twenty three Star Pagodas seven
fanams and Sixty Cash of the Current Money of
Madras to wit at Madras aforesaid - And the
said Robert Downie and Patrick Maitland
further say that the said William Hawse and Thomas
Lowther afterwards to wit on the Twenty seventh day
of March in the Year aforesaid at Madras aforesaid
upon sight of the said Bill of Exchange accepted
the same according to the said Usage and Custom of
Merchants and by Reason thereof and according to
the said Usage and Custom of Merchants the said
William Hawse and Thomas Lowther became
liable to pay to the said Robert Dawnie and
Patrick Maitland the said Sum of Sicca Rupees

Tenor and Effect of the said Bill of Exchange and of
their said acceptance thereof - And being so liable
they the said William Howse and Thomas
Lawther in Consideration thereof afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid undertook and faithfully
promised the said Robert Downie and Patrick
Maitland to pay them the said Sum of Money
in the said Bill of Exchange Specified according
to the Tenor and Effect of the said Bill of Exchange
and of their acceptance thereof And whereas
also the said William Howse and Thomas Lawther
afterwards to wit on the thirtieth day of July
in the Year aforesaid at Madras aforesaid
were indebted to the said Robert Downie
and Patrick Maitland in the further Sum of
Two Thousand Star Pagodas of the Current
Money of Madras for so much Money by the said
William Howse and Thomas Lawther before
that time had and received to and for the
use of the said Robert Downie and Patrick
Maitland and at their special instance
and Request and being so indebted they the

said William Howse and Thomas Lawther 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 Robert Downie and Patrick Maitland
to pay them the said last mentioned Sum of money
when they the said William Howse and Thomas
Lawther should be thereunto afterwards required
And Whereas also the said William Howse
and Thomas Lawther afterwards to wit on
the same day and year last aforesaid at
Madras aforesaid accounted with the said
Robert Downie and Patrick Maitland
of and Concerning divers other Sums of money
before that time due and owing from the said
William Howse and Thomas Lawther to the said
Robert Downie and Patrick Maitland and
then being in arrear and unpaid and upon
that accounting the said William Howse and
Thomas Lawther were then and there found
to be in arrear and indebted to the said

First Term 1806

the Further Sum of Two Thousand Star Pagodas of
like Current Money and being so Justly in arrear
and indebted they the said William Rowse and
Thomas Lawther 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 Downie
and Patrick Maitland to pay them the said last mentioned
Sum of Money when they the said William Rowse and Thomas
Lawther should be thereunto afterwards Requested Yet the
said William Rowse and Thomas Lawther 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 Robert Downie
and Patrick Maitland in this behalf have
not 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 William Rowse
and Thomas Lawther were Requested by the said
Robert Downie and Patrick Maitland to wit
on the same Day and Year last aforesaid and often
afterwards to wit at Madras aforesaid) But the
said William Rowse and Thomas Lawther to pay
the same or any of them or any part thereof to the

Robert Downie and Patrick Maitland have and each of them hath hitherto wholly refused and do refuse so and each of them still doth refuse To the damage of the said Robert Downie and Patrick Maitland Two Thousand Star Pagodas and therefore they bring Suits &c.

Cognovit filed 1st March 1806

And Now at this day that is to say on the Twelfth day of September in this same Term they the said William Hawne and Thomas Lawther come and say that they cannot deny the said action of the said Robert Downie and Patrick Maitland nor but that they the said William Hawne and Thomas Lawther did undertake and promise in Manner and Form as the said Robert Downie and Patrick Maitland have above thereof complained against them Nor but that they the said Robert Downie and Patrick Maitland have sustained damages by occasion of the Non performance of the said several promises and undertakings to Nine hundred and eighty four Star Pagodas five fanams and thirty three Cash as they the said Robert Downie and Patrick Maitland have in their Plaint supposed and thereupon the said Robert Downie

Judgment signed for the Plaintiffs the fourteenth day of March 1806

Costs laid out by them about their Suit in this behalf may be adjudged to them &c. Therefore it is Considered that the said Robert Downie and Patrick Maitland recover against the said William Rouse and Thomas Lowther their Damages aforesaid so by them in form aforesaid acknowledged and also Fifty one Pagodas and Thirty six Fanams for their Costs and Charges by the Court here adjudged to the said Robert Downie and Patrick Maitland by their assent which said damages in the whole amount to one Thousand and Thirty five Pagodas forty one Fanams and Thirty three Cash and Mercy in Mercy &c.

the said William Rouse and Thomas Lowther

First Term 1806

Pleas before the Hon^ble Sir Henry Gwillem Knight one of the 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 six —

Fort St. George } John Branson, Thomas Jones and Luke Reddy
Madras ss } of Madras Inhabitants put in their place Fownes Disney their Attorney against John Reilly in a Plea of debt —

Fort St. George } The said John Reilly in his proper person
Madras ss } at the Suit of the said John Branson Thomas Jones and Luke Reddy in this Plea aforesaid —

Fort St. George } Be it Remembered that in the Vacation after
Madras ss } the Third Term in the Year one Thousand eight hundred and five — Before the Supreme Court of Judicature at Madras came John Branson, Thomas Jones and Luke Reddy of Madras inhabitants by Fownes Disney their attorney and brought into the said Court then there their certain Plaint

No 20

against John Reilly in a Plea of Debt &c &c &c
&c &c and Where are Pledges for the Prosecution to
wit John Doe and Richard Roe which said
Plaint followeth in these words that is to say
Filed 5th September 1805 Thomas Jones and Luke Eddy of Madras
Inhabitants by Townes Disney their Attorney
complains of John Reilly being a British Subject
and as such liable to the jurisdiction of this
Honble Court of a Plea that he render to them
five thousand Star Pagodas Current Money of
Madras which he the said John Reilly owes
to and unjustly detains from them For that
Whereas the said John heretofore to wit on the
fifth day of June 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 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 to the
said John Thomas and Luke in the said sum

First Term 1806

the said John, Thomas and Luke when he should
see thereunto afterwards requested - Yet the said
John although often requested to pay the same
hath not yet paid to the said John Thomas and
Luke or either of them the said sum of five
thousand Star Pagodas or any part thereof
but hath hitherto wholly refused and still
does refuse to the said John Thomas and Luke
their damage of fifty Star Pagodas and therefore
they bring their Suit &c.a

And Now in this First Term in the Year
one thousand eight hundred and six, that is to say
on the Eleventh day of February to which day was
given as well to the said John Thomas and Luke
as to the said John Reilly to inform the
Court of the premises come the said John
Thomas and Luke by their Attorney aforesaid
and the said John Reilly altho' Solemnly demanded
came not to answer nor did he say any thing
in bar or preclusion and so forth - and the said
Justices having heard the Allegations of the
Jointly Plaintiffs and Examined the truth thereof
and duly Considered the evidence produced on the

Freed Exparte

No 26

Jan

Judgment signed for Plt. 12. March 1806

Part of the said John Thomas and Luke say that the Writing obligatory in the said Declaration Mentioned is the Deed of him the said John Reilly in Manner and Form as the said John Thomas and Luke have alledged against him - and do adjudge that the said John Thomas and Luke Recover against the said John Reilly the Sum of Four Thousand Nine Hundred and Ninety three Star Pagodas for their Debt and also the Sum of one Hundred and Sixty one Pagodas and Thirteen 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 which said Debt and Damages amount in the whole to the sum of Five Thousand one Hundred and twenty four Pagodas and Thirteen Fanams and that the said John Thomas and Luke have Execution thereof &c.a

No 20

Ouvré ce journ 1806

1691

First Term 1806

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Pleas before the Honble Sir Henry Guillim Knight one of the 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 six—

Madras to wit } Randah Narrain a Mudelliar puts in his place Emanuel Samuel and Daniel Neal his attornies against Nougapatnam Vencadum Rayan in a Plea of Trespass on the case—

Madras to wit } The said Nougapatnam Vencadum Rayan in his proper Person at the Suit of the said Randah Narrain Mudelliar in the Plea aforesaid—

Madras to wit } Be it remembered that as of the First Term in the Year of our Lord one Thousand eight hundred and four Before the Supreme Court of Judicature at Madras came Randah Narrain Mudaliar by Emanuel Samuel and Daniel Neale his attornies and brought into the said Court then

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First Term 1806

Plaint filed 8th August 1804

Vasudava Rayan 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 Randal Narraina Moodalier of Madras Inhabitant by Complaint of Nangapatnam Emanuel Samuel and Daniel Neale his Attorney against Vasudava Rayan being an Hindoo Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honble Court - For that Whereas the said Nangapatnam Vasudava Rayan heretofore to wit on the first Day of Doondubey Year answering to the Eleventh day of January in the Year of our Lord 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 Bond his own proper hand being thereunto subscribed and Year aforesaid and there delivered the same Instrument in writing to the said Randal Narraina Moodalier by which said Instrument in Writing he the said Nangapatnam Vasudava Rayan acknowledged that in Consequence of his urgent occasion he had borrowed of the said Randal Narraina Moodaliar in Note the Sum of Two Hundred Pagodas which sum of Two Hundred Pagodas being in Note he had received in Ready

No 21

Cash and therefore he did thereby engage to repay to
the said Randah Narraina Moodelliar on demand
with all such Interest as should or might become
due thereon at the rate of Twelve per Centper
Annum By Means whereof the said Naugapatnam
Vanoodana Rayan became liable to pay to the
said Randah Narraina Moodelliar the said
Sum of Two Hundred Pagodas in the said Instru=
ment in writing Specified and all such Interest
= as therein Mentioned according to the Tenor and
effect of the said Instrument in writing - And
being so liable he the said Naugapatnam
Vanoodana Rayan 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
Randah Narraina Moodelliar to pay to him
the said Sum of Two Hundred Pagodas in
the said Instrument in Writing Specified and
all such Interest as therein Mentioned
according to the tenor and effect of the said
Instrument in writing - And whereas

day of July in the year of our Lord one thousand eight hundred and four at Madras aforesaid was indebted to the said Randah Narraina Maadaliar in the Sum of Six hundred Star Pagodas of the Current Money of Madras for Money by the said Randah Narraina Maadaliar before that time lent and advanced to the said Nangapatnam Vanasodana Rayan and at his Special instance and Request - And being so indebted he the said Nangapatnam Vanasodana Rayan in Consideration thereof afterwards Viz on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Randah Narraina Maadaliar to pay him the said last mentioned sum of Money when he the said Nangapatnam Vanasodana Rayan should be thereto afterwards Requested And Whereas the said Nangapatnam Vanasodana Rayan afterwards Viz on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Randah Narrain Maadaliar in the further Sum of Six hundred Star Pagodas of the Current Money of Madras for

No 91 Money

Money by the said Randah Narraina Modelliar
before that time laid out Expended and paid
for the said Nangapatnam Vansadana Rayan
and at his Especial instance and Request
And being so indebted he the said Nangapatnam
Vansadana Rayan 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
Randah Narraina Modelliar to pay him the said
last mentioned sum of money when he the said Nanga-
patnam Vansadana Rayan should be thereto
afterwards requested - And whereas the
said Nangapatnam Vansadana Rayan
last aforesaid at Madras aforesaid accounted
with the said Randah Narraina Modelliar
of and Concerning divers other sums of Money
before that time due and Owing from the said
Nangapatnam Vansadana Rayan to the said
Randah Narraina Modelliar and then being
in arrear and unpaid and upon that
Accounting the said Nangapatnam Vansa

be in arrear and indebted to the said Randah Narrain Madelliar 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 Nagapatnam Vanadaua Rayan 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 Randah Narrain Madelliar to pay him the said last mentioned Sum of Money when he the said Nagapatnam Vanadaua Rayan thereto afterwards Requested Yet the said Nagapatnam Vanadaua Rayan not Regarding his said Several promises and undertakings but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Randah Narraina Madellian 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 Randah Narraina Madelliar although so to do he the said Nagapatnam Vanadaua Rayan was Requested by the said Randah Narraina

No. 21

Narraina Modelliar afterwards to wit on the same day and Year last aforesaid and at sundry times afterwards at Madras aforesaid) Did not pay the same or any part thereof to the said Randah Narraina Modaliar the said Naugapatnam Vanoo Dana Rayan Hath hitherto wholly refused and still doth refuse To the Damage of the said Randah Narraina Modelliar of Six hundred Star Pagodas and therefore he brings his Suit &c.

And the said Naugapatnam Vanoo Dana Rayan in his own person having come defends the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Randah Narraina Modaliar Whereby the said Randah Narraina Modaliar remains therein undefended against the said Naugapatnam Vanoo Dana Rayan Whereupon a Day was given to the said Randah Narraina Modaliar to come before this Court and inform the Justices thereof upon the Matters by him Complained of, and to verify the same — and the damages by him sustained by occasion of the premises — And Tried & Expired which day being the Nineteenth day of February in this Term Comes the said Randah Narraina

First Term 1806

Vanioo dana Rayan did undertake and promise in
Manner and form as the said Randah Narraina
Maodaliar hath above thereof complained againes him
And that he the said Randah Narraina Maodaliar
hath sustained damage by occasion of the Nonperformance
of those promises and undertakings to the sum of
Two hundred and Seventy six Pagodas and
eighteen fanams over and besides his Costs and
Charges by him about his Suit in this behalf
Expended — And the said Justices having heard
Examined and Considered the several Allegations of
the said Randah Narraina Maodaliar and the
depositions of witnesses adduced in this behalf
Judgment signed March 18th 1806- Do adjudge that the said Randah Narraina
Maodaliar do Recover againes the said Nauga-
patnam Vanioo dana Rayan his damage aforesaid
to the said Sum of Two hundred and Seventy
six Pagodas and eighteen fanams and that
the said Naugapatnam Vanioo dana Rayan do
pay unto the said Randah Narraina Maodaliar
for his said Costs and Charges the Sum of one
hundred and Nineteen Pagodas and Twenty
seven fanams (which said Damages Costs
and Charges amount in the whole to three
hundred and Ninety six Pagodas and one
fanam) and that the said Naugapatnam
Vanioo dana Rayan being merely for
Mercy No 21

Supreme Court

Judgments Roll

First Term 1886

Section 9

And Thereupon the said Randah Narraina Madelliar by Samuel Hastale 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 Naugapatnam Vaneas Dana Rayan in Satisfaction of his damages.

Committed issued on the 18th day of March 1806 and it is granted unto him returnable here on the 21st day of March instant - The same day is given to the said Randah Narraina at the same place

178.

Fire Lemn 1806

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

Fort St. George Madras } Robert Dennison puts in his place James Sutherland his attorney against Paris Tomby in a Plea of Breach of Covenant -

Fort St. George Madras } The said Paris Tomby puts in his place Townes Dixey his attorney at the Suit of the said Robert Dennison 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 Robert Dennison by James Sutherland his attorney and brought into the said Court then there his certain Plaint against Paris Tomby in a Plea of Breach

First Term 1806

Plaint for Breach of Covenant filed 15th July 1805

Plaint follows in these words that is to say Fort St. George Madras
of Madras Merchant by James Sutherland his attorney
complains of Paria Lamby of Madras Taylor
being a Moorish Inhabitant of Madras and as
such a person liable to the Jurisdiction of this
Honble Court of a Plea of Breach of Covenant
For That Whereas the said Paria Lamby
heretofore to wit on the fourth day of October
in the Year of Christ one thousand eight
hundred to wit at Madras made his
Deed Poll in writing sealed with his Seal
and to the Court now here shewn the date
whereof is the same day and year aforesaid
whereby reciting that the said Robert at the
request of the said Paria Lamby had agreed
to send in certain proposals to Government
for Cloathing the Honble Company's Troops
on the Madras establishment for the year
one thousand eight hundred and one and returned
Troops for the year one thousand eight hundred
in terms of the Government advertisement dated
the Twenty sixth day of August then last
the said Paria Lamby did thereby ma

No. 22

oblige himself in the event of the said proposals
being accepted by Government for the performance
of the Contract in manner therein after mentioned
and the said Paris Tomby did thereby amongst
other things engage to perform the several
Stipulations for which he the said Parties
become bound in the Contract to be entered
into with Government in as far as the same should relate
to the furnishing the several discriptions of Military
Cloathing at the rates Specified in the said proposals
within the periods limited by the said Contract
and particularly Mentioned in the above advertize-
ment and generally to Conduct and manage the
whole Business relating to the making up and
furnishing the said Cloathing and to fulfil the
whole other Conditions and Stipulations
particularly Specified in the above Mentioned
Advertisement and to bear the whole Cost if any
that may arise from the said Contract and
it being thereby declared that out of the
Monies to be received by the said Robert on
account of the said Contract he was to advance
to the said Paris Tomby Certain Sums at

First Term 1806

Paris Lumley did thereby oblige himself to account with the said Robert for the Sums so to be advanced as well as for the whole Broad Cloths Hats and other articles to be indented for and received from the Company's Stores on account of the Contract and it being thereby declared that the said Paris Lumley had made the necessary enquiries and fully satisfied himself respecting the prices at which he should be charged for those several articles in accounting with the said Robert and the said Paris Lumley did thereby further engage to pay to the said Robert for the Responsibility and trouble he would have at the Contractor with Government the sum of Two thousand two hundred and fifty Star Pagodas as by the said Deed Poll Reference being thereunto had will amongst other things more fully appear And the said Robert avers that after the making of the said Deed Poll to wit on the Eighteenth day of November in the said year one thousand Eight hundred by and under a Certain Indenture made between the United Company of Merchants of England trading to the East Indies by their agents and

at Fort St. George on the Coast of Coromandel in the
East Indies the Right Honble Edward Lord
Clive Governor and Commander in Chief of Fort
St. George and President of the Council thereof
and William Petrie and Ernest William
Fallowfield Esquires Members of the Council of
Fort St. George and Composing the Government
thereof of the one part and the said Robers
and one Maurice Fitzgerald and one Ramasawmy
Brameny of the other part Sealed with Their Seals
of the said united Company of Merchants of England
trading to the East Indies and of the said Edward
Lord Clive, William Petrie and Ernest William
Fallowfield and Now brought here into Court
the Date whereof is the same day and year
last aforesaid - the said Proposals of the said
Robers on the said Deed Poll of the said Price
Tomby Mentioned were accepted by Government
and the said Robers as Contractor for the
said Cloathing the Honble Company's European
Troops for the Year one Thousand Eight
hundred and one and Native Troops for
the Year one Thousand Eight hundred in

First Term 1806

Dated the Twenty sixth day of August then last in the said Deed Poll mentioned did in and by the said Indenture enter into and became bound for the several Stipulations in the said Indenture and Contracts with Government for the furnishing the several discriptions of Military Cloathing at the Rates Specified in the said Proposals as by the said Indenture Reference being thereunto had may more fully and at large appear and the said Robert Indenture to wit on the day and year last aforesaid the said Paris Tomby did for and on behalf of the said Robert do and perform the Stipulations of the said Indenture and Contracts on the Part and behalf of the said Robert to be done and performed and did Conduct and manage the whole business relating to the making up and furnishing the said Cloathing in the said Indenture and in the said Deed Poll mentioned - and the said Robert hath at all times done performed and fulfilled every thing in the said Deed Poll Contained on his Part and behalf to be done performed and fulfilled, to wit, at Madras aforesaid by Reason whereof the said Paris Tomby afterwards to wit on the same day and year last aforesaid became liable to pay to the said Robert for his responsibility and trouble in the premises, the aforesaid Sum of Two Thousand two hundred and fifty

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Pagodas according to the form and Effect of the said Covenant
of the said Paria Tomby in that behalf made as aforesaid
Yet the said Paria Tomby hath not altho often
requested yet paid to the said Robert the said Sum
of Two Thousand two hundred and fifty Star Pagodas
or any part thereof but hath wholly Neglected and
refused and still doth refuse so to do Contrary to
the form and effect of the said Covenant so by him
made in that behalf as aforesaid - and the said
Robert further says that out of the Monies received
by him on account of the said Contract he the
said Robert did advance to the said Paria Tomby
divers Sums of Money according to the terms of
the said Deed, Poll in that behalf amounting
together to the Sum of Three Thousand and Five
hundred Star Pagodas to wit at Madras by
reason whereof the said Paria Tomby after-
wards to wit on the same day and year last
aforesaid became liable to account for and
pay to the said Robert the said Sum of three
Thousand and five hundred Star Pagodas
whenever he the said Paria Tomby should be

form and effect of the said Covenant so by Him made
in that behalf as aforesaid Yet the said Paris
Tomby altho often requested hath not yet
accounted for nor paid to the said Robert the said
sum of Three Thousand and five hundred Star
Pagodas or any part thereof but hath hitherto
wholly neglected and refused so to do Contrary
to the form and effect of the said Covenant
so by him made in that behalf as aforesaid -
and the said Robert further saith that under
and by Virtue of the said Indenture and Contract
and also under and by Virtue of the said Deed
Poll the said Paris Tomby did during his said
Management of the said Contract to wit
on the same day and year last aforesaid
receive from the Stores of the said United Company
on account of the said Contract during his manage-
ment thereof as aforesaid divers large quantities
of Broad Cloths Hats and other articles which
had been indented for that purpose altogether
amounting in value according to the Prices at which
the same were respectively charged under the said
Contract to Forty Nine Thousand eight hundred and
thirty three Star Pagodas Forty one Fanams

five cash to wit at Madras by reason wherein the said
Paria Tomby then and there became liable to account
for and pay to the said Robert the aforesaid sum of
Forty nine thousand Eight hundred and Thirty three
Star Pagodas forty one fanams and five Cash
whenever he the said Paria Tomby should be
thereunto afterwards required according to the
form and effect of the said Covenant so by him
made in that behalf as aforesaid Nevertheless
the said Paria Tomby hath not (altho often
requested) yet accounted for nor paid to the said
Robert the said sum of Forty nine thousand
Eight hundred and thirty three Star Pagodas
forty one fanams and five Cash or any part
thereof, but hath hitherto wholly neglected
so to do Contrary to the form and Effect of the
said Covenants so by him made in that behalf
as aforesaid and so the said Robert saith that
the said Paria Tomby hath not altho often
requested Sept with the said Robert the said
Covenants aforesaid of the said Paria Tomby
so by him made with the said Robert as aforesaid
but hath broken the same and to

wholly refused and Still doth refuse to the damage
of the said Robert of Twenty thousand Pagodas
and therefore he brings Suit &c.

And afterwards to wit in the first Term
of the Year of our Lord one thousand eight hundred and
six - until which Term the said Paria Tomby had leave
to imparl to the said Plaint and then to answer the same
came as well the said Robert Dennison by his attorney as
the said Paria Tomby by his attorney, and the said Paria
Tomby defends the wrong and injury when &c and prays
Oyer of the said Deed in the said Plaint mentioned
and it is read to him in the following words to wit

amended Plea filed 4th Febry 1806 by order of Court of the 3d Febry 1806

" Whereas Robert Dennison of Madras Merchant
" has agreed at the request of Paria Tomby Taylor
" Mastry of Madras to send in certain proposals to
" Government for Cloathing the Honble Company's European
" Troops on the Madras Establishment for the year
" one thousand eight hundred and one and Native
" Troops for the year one thousand eight hundred in
" terms of the Government advertisement dated the
" Twenty sixth day of August last a Copy of which
" proposals is signed by the said Paria Tomby
" as relative to the present agreement Now
" I the said Paria Tomby do hereby engage and
" oblige myself in the sum of Pagodas to enter into

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" being accepted by Government for the performance of
" the said Contract in manner following Viz. I
" engage to perform the several Stipulations for which
" the said Robert Dennison shall become bound in
" the Contract to be entered into with Government
" in as far as the same relates to the furnishing
" of the several description of Military Cloathing at
" the rates Specified in the said proposals within the
" periods limited by the said Contract and particularly
" mentioned in the above advertisement and in general
" to Conduct and Manage the whole business relating
" to the Making up and furnishing the said Cloathing
" Secondly I oblige myself to fulfil the whole other
" Conditions and Stipulations particularly Specified
" in the aforementioned advertisement to which
" reference is hereby particularly had and to bear
" the whole loss, if any that may arise from the said
" Contract - Thirdly It being hereby understood
" and declared that out of the Monies to be received
" by the said Robert Dennison on account of the
" said Contract he is to advance the Sum of Four
" thousand Bar Pagodas to the said Paris Lumley

" when the first advance shall be received by the said
" Robert Dennison from Government the sum of Five
" hundred pagodas after the Expiration of two months
" from that time and the further sum of Five hundred
" pagodas every two months until the whole sums so
" advanced to the said Pariatamby shall amount to the
" above sum of Four thousand Five pagodas - and I oblige
" Sums so to be advanced as well as for the whole Moad
" Cloths Hats and other articles to be indented for and
" received from the Company's stores on account of the said
" Contract I hereby declare that I have made
" the necessary enquiries and fully satisfied myself
" respecting the prices at which I shall be charged for
" their several articles in accounting with the said
" Robert Dennison - Fourthly - I do hereby oblige
" myself to pay to the said Robert Dennison for the
" responsibility and trouble he will have as the Contractor
" with Government the sum of Two Thousand two
" hundred and fifty Star pagodas, and the said
" Robert Dennison is also to be allowed the whole
" advantages to be derived from the interest on the
" advances made by Government - and I also engage
" to pay the whole charges to be incurred in

" of the said Concern — Fifthly I Do Hereby oblige myself
" to perform the Several Conditions Specified in the
" above Mentioned advertisement and the agreement under
" a penalty of Twenty five per Cent upon the Computed
" amount of such parts of the Cloathing engaged for
" as shall not be performed agreeably to the said
" advertisement and in the events of the proposals
" being accepted by Government I Do Hereby promise
" and Engage to deliver to the said Robert Dennison
" in obligation signed by Cassecara Maurso Chitty
" and Hagie Labby Layla Mastry for the Perfor=
=mance of the several Conditions of Contract
mentioned in this agreement, and in the adverti=
=ments above referred to Sixthly I engage to
" allow the said Robert Dennison upon the
" Cloathing to be furnished to the Nayars and
" Malay Troops or others if any shall be ordered
" a Commission of Ten per Cent upon the
" Contract price of such Cloathing for his
" trouble, In Testimony whereof I have hereunto
set my Hand and Seal at Madras this 15

" one Thousand eight Hundred" which being Read and
" Heard the said Parea Tomby says that the said
Robers ought not to have or Maintain his aforesaid
action thereof against him because he says that the
said Deed Poll is not his Deed in Manner and
form as the said Robers hath above thereof
Complained against him; and of this he puts himself
on the Court &c. — And the said Robers Dennison
Jkewise joined doth the like —

And now in this First Term in the
year one Thousand eight Hundred and six that is to say
on the seventh day of February in that year before
the Court here come the parties aforesaid 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 the Deed Poll in the said declaration
mentioned is the Deed of the said Parea Tomby in
Manner and form as the said Robers hath above
alledged and they assess the damages of the said
Robers by reason of the breaches of Covenant
above assigned besides the Costs and Charges
by him about his suit in this behalf Expended
to Eight Thousand nine Hundred and forty

No 22

Pagodas ten Fanams and thirty three Cash and for the
Costs and Charges to Three hundred and Seventeen
Pagodas and Nineteen Fanams Therefore it is
Considered by the Court here that the said Robert
Recover against the said Paria Tomby the Damages
Costs and Charges in form aforesaid assessed that is
Damages, Costs and Charges in the whole amount
to Nine thousand two hundred and Sixty four Pagodas
twenty nine Fanams and thirty three Cash and the
mercy said Paria Tomby be in Mercy &c.

No 22.

Paris, ann. 1806

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

Fort St. George Madras Towit } Verdapah Chitty puts in his place Daniel Neale his attorney against Talsinga Chitty in a Plea of Trespass on the Case -

Fort St. George Madras to wit } The said Talsinga Chitty puts in his place William Light his attorney against the said Verdapah Chitty in the Plea aforesaid -

Fort St. George Madras, towit, } Be it remembered that in the Vacation after the Third Term in the Year of Christ one Thousand eight hundred and five before the Supreme Court of Judicature at Madras came Verdapah Chitty by Daniel Neale his attorney and brought into the said Court then here his certain Plaint against Talsinga Chitty in a Plea of Trespass on the Case and the

Second Term 1806

Plaint in
a Summons
filed 9th
August 1805

Rac which said Plaint follows in these words - that
is to say - Madras to wit Verdapah Chitty of
Madras Hindoo Inhabitant by Daniel Wale
his Attorney Complains of Talesinga Chitty 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 the said Talesinga heretofore to wit on
the fifth day of January in the Year of Christ
one Thousand eight hundred and four at Fort
Saint George 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 day and Year aforesaid
then and there delivered the said Note to the said
Verdapah By which said Note the said Talesinga
Fifteen days after the date thereof promised to
pay to the said Verdapah or order the sum of
Two hundred and Fifty Star Pagodas with
Interest at Twelve per Cent per annum for
Value Received By Means whereof and by

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force

force of the Statute in such case made and provided the said Talesinga became liable to pay to the said Verdapah 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 Talesinga 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 Verdapah 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 Talesinga afterwards to wit on the sixteenth day of July in the Year of Christ one thousand eight hundred and five at Madras aforesaid was indebted to the said Verdapah in the sum of Five hundred Star Pagodas of the Current Money of Madras for Money by the said Verdapah before that time lent and advanced to the said Talesinga and at his

special instance and Request - And being so indebted
he the said Talesinga 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
Verdapah to pay him the said last mentioned
sum of Money when he the said Talesinga should
be thereto afterwards requested - And whereas
the said Talesinga afterwards to wit on the same
day and year last aforesaid at Madras
aforesaid was indebted to the said Verdapah
in the further sum of Five hundred Star Pagodas
of the like lawful Current Money of Madras for
Money by the said Verdapah before that time
laid out Expended and paid for the said Talesinga
and at his like Special instance and Request
And being so indebted he the said Talesinga
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 Verdapah
to pay him the said last Mentioned sum of Money
when he the said Talesinga should be thereto
afterwards requested And Whereas also
the said Talesinga afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid was indebted to the said Verdapah
in the further sum of Five hundred Star
Pagodas of the like Current Money of Madras
for Money by the said Talesinga before that
time had and received to the use of the
said Verdapah - and being so indebted he
the said Talesinga 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
Verdapah to pay him the said last Mentioned
sum of Money when he the said Talesinga
should be thereto afterwards requested -
And Whereas the said Ta

at Madras aforesaid accounted with the said Verdepah
of and Concerning divers other sums of Money before that
time due and owing from the said Talesinga to the
said Verdapah and then being in arrear and unpaid
and upon that accounting the said Talesinga was then
and there found to be in arrear and indebted to the
said Verdapah 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 Talesinga 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 Verdapah
to pay him the said last mentioned sum of
Money when he the said Talesinga should be
thereto afterwards requested. Yet the said
Talesinga not Regarding his said several
Promises and Undertakings so by him in manner
& form aforesaid made but Contriving and
fraudulently intending craftily and subtilly

Supreme Court

Judgment Roll

. . . Second Term 1806

Section 10

V5

to deceive and defraud the said Verdapah 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 Verdapah (although so to do he the said Talesinga was requested by the said Verdapah 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 Verdapah the said Talesinga hath hitherto wholly refused and still doth refuse To the damage of the said Verdapah of Five hundred Star Pagodas and therefore he brings his Suit &c

Cognovit 21 March 1806

And the said Talesinga by William Light his Attorney comes and defends the wrong and injury when &c and says that he cannot deny the said action of the said Verdapah nor but that he the said Talesinga did undertake

Second Term 1806

against him nor but that the said Verdapah hath sustained damage by occasion of the non= performance by him the said Talesinga of the several promises and undertakings in the said Plaint mentioned to Five hundred Star Pagodas as the said Verdapah hath above thereof complained against him and over and besides his Costs and Charges by him about his Suit in this behalf Expended and thereupon the said Verdapah prays judgment and his damages so as aforesaid Confessed together with his said Costs and Charges

Judgment by Confession

Judgment signed for the Plaintiff the 21st day of March 1806

to be adjudged to him - It is therefore decreed and adjudged that the said Verdapah do recover against the said Talesinga his damages to the said sum of Five hundred Pagodas so as aforesaid Confessed and that the said Talesinga do pay unto the said Verdapah for his said Costs and Charges the sum of Eighty Pago

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and Fourteen Fanams — and that the said Telliampo
be in Mercy &c.

Balance of Principal and Interest confessed } 58-22-
Costs - - - - - - - - - - - - - - - 80 14-
Pagl 138-36-

And thereupon the said Verdapah Chitty by
Daniel Neal 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 " " " "
Telesinga Chitty " " " " in Satisfaction
of his damages, - to the said Sum of one hundred
and thirty eight Pagodas and thirty six
Ca. ad Satisfac: Fanams - and it is granted unto him
: in dum : Sum
the 21st March returnable here on the 21st day of April
1806 -
next —

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Pleas before the Honble
Sir Henry Guillim Knight one of
the 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 Six —

Fort St George, Madras — } Manaly Mootiah Modelliar puts in his place
James Sutherland his attorney against Poodicherry
Moodaraiman and Narrainan being respectively
Hindoo Inhabitants in a plea of Trespass on the
case —

Fort St George, Madras — } The said Poodicherry Moodaraiman and Narrainan
in their proper person at the suit of the said Manaly
Mootiah 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 Manaly Mootiah
Modelliar by James Sutherland his attorney and brought
into the said Court then there his Certain Plaint

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Pleadges for the prosecution, to wit, John Doe and Richard Roe, which said Plaints followes in these words that is to say - Fort St George Madras Manaly Mottiah Plaint in abumpsit filed 5th augst 1805 Modelliar by James Sutherland his attorney Complains of Poodicherry Moodaraumen and Narraina being respectively Hindoo Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honorable Court - For that whereas the said Poodichary Moodraumen and Narraina heretofore to wit on the Twenty seventh day of July in the Year of Christ one thousand eight hundred and Three at Madras aforesaid by their Certain 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 of the said Manaly mottiah Moodelliar the sum of Four Hundred Star Pagodas Current Money of Madras which sum they the said Poodu = chary Mooduraumen and Narraman did thereby engage to repay the said Manaly

No 24

Maottiah Maodellier in the space of Six Months
with all such interest as should or might
become due thereon at the rate of Twelve
per Cent per annum by Means whereof and by
force of the Laws and Customs of the Hindoo
Natives of India they the said Poaduchary
Mooduraiman and Narrainen became liable to
pay to the said Manaly Maottiah Maodellier
the said Sum of Money in the said Note mentioned
with Interest as aforesaid according to the
tenor and Effect thereof and being so liable
they the said Poaduchary Mooduraiman and
Narrain in Consideration thereof afterwards
to wit on the same day and Year aforesaid
at Madras aforesaid undertook and to the said
Manaly Maottiah Maodellier then and there
faithfully promised to pay him the said
sum of Money in the said Note mentioned
with interest according to the tenor and
Effect of the said Note And Whereas

Second Term 1806

Narrainan afterwards to wit on the same day and
year last aforesaid at Madras aforesaid was
indebted to the said Manaly Mottiah Modelliar
in other Sum of one Thousand Star Pagodas
Current Money aforesaid for so much Money by
the said Manaly Mottiah Modelliar before
that time lent and advanced to the said Poodu=
=cherry Maduraiman and Narrainan at their Special
instance and Request and being so indebted they
the said Poodicherry Maaduraiman and Narrainan
in Consideration thereof afterwards to wit
on the same day and year last aforesaid
at Madras aforesaid undertook and to the said
Manaly Mottiah Modelliar then and there faithfully
promised to pay him the said last Mentioned
Sum of Money when they the said Poduchary
Maduraiman and Narrainan should be thereto
afterwards Requested - And Whereas also
the said Poduchary Maduraiman and Narrainan
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was

indebted to the said Manaly Maottiah Maadelliar in
the one thousand Star Pagoda Current Money
aforesaid for so much Money by the said Poduchary
Maduraiman and Narrainan before that time
had and received to the use of the said Manaly
Maottiah Maadelliar and being so indebted
they the said Poduchary Maduraiman and
Narrainan in Consideration thereof afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid undertook and to the said
Manaly Maottiah Maadelliar then and there
faithfully promised to pay him the said last
mentioned sum of money when they the said
Poduchary Maduraiman and Narrainan should
be thereto afterwards requested - And
Whereas also they the said Poduchary Madu
raiman and Narrainan afterwards to wit
on the same day and year last aforesaid
at Madras aforesaid accounted with
the said Manaly Maottiah Maadelliar

of Money before that time due and owing from the said Poaduchery Mooduraumen and Narrainan to the said Manaly Maottiah Modelliar and then being in arrear and unpaid to him and upon which said account they the said Poaduchary Mooduraumen and Narrainan was then and there found in arrear and indebted to the said Manaly Maottiah Modelliar in a large sum of Money to wit in other sum of one thousand Star Pagodas Current Money aforesaid and being so found in arrear and indebted they the said Poaduchary Mooduraumen and Narrainan in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Manally Maottiah Modellier then and there faithfully promised to pay him the said last mentioned Sum of Money when they the said Poaduchery Mooduraumen and Narrainan should be there to afterwards requested — Yet they the said Poaduchery

Mosduramen and Narraiman Nos Regarding Their said several premises and Undertakings so by them made as aforesaid Wes Contriving and fraudulently Intending Craftily and Subtilly to deceive and defraud the said Manaly Maotteah Madellian in this behalf have not nor Hath either of them or yet paid the said Sums of Money or any or either of them or any part thereof to the said Manaly Maotteah Madellian / altho' often requested so to do / but they the said Poodnicherry Maadu-raiman and Narraiman or either of them to pay the same or any part thereof have and each of them hath hitherto wholly refused and still do refuse to the damage of the said Manaly Maotteah Madellian of one thousand Star Pagodas and therefore he brings Suit &c.

And Now in this Fires Term in the year one thousand eight hundred

and six that is to say on the Eighteenth day of
February until which day was given as well to
the said Manally Moottiah Moodelliar as to
the said Poodoocherry Mooduraman and Narrainen
to inform the Court of the premises comes the
said Manally Moottiah Moodelliar and the said
Poodoocherry Mooduraman and Narrainen altho'
solemnly demanded Came not 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 they the said Poodoocherry Mooduraman
and Narrainan did undertake and promise
in manner and form as the said Manally Moottiah
Moodelliar hath above thereof Complained against
them - and they assess the damages of the said
Manally Moottiah Moodelliar on occasion of the
non performance of the several promises and under-
=takings in the said Declaration mentioned over
and above his costs and charges by him

No. 24.

abaus his Suit in this behalf expended to Five hundred and twenty five Pagodas and thirty four Fanams and for those Costs and Charges to one hundred and Twenty three Pagodas and twenty five Fanams -

Tried Exparte

Judgment signed for the Plaintiff the Twenty fifth day of March 1806.

Therefore it is Considered that the said Manally Mootteah Moodelliar Recover against the said Poodoocherry Maduraiman and Narrainen the said Sum of Five hundred and Twenty five Pagodas and thirty four Fanams for his Damages in form aforesaid asessed - And also the sum of one hundred and Twenty three and Twenty five Fanams for his Cost and Charges by him abaus his suit in this behalf Expended which said damages Costs and Charges in the whole Amount to Six hundred and forty nine Pagodas and fifteen Fanams, and has the said Manally Mootteah Moodeliar Came Execution &ca

Second Term 1806

Manally Mootiah Modelliar by James Sutherland his Attorney prays the Writ of Our Lord the King of (Fieri 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 Poodicherry Mooduraazmen and Narrainan the Sum of Sixhundred and forty nine Pagodas and fifteen Fanams - and it is granted unto him Returnable here on the 21st Day of April Next -

Writ of Fiere-Facias issued on the 21st March 1806

Pleas before the Hon^ble Sir Henry Gwillim Knight one of the 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 six -

Madras ss Samuel Moocartish Moorat puts in his place Robert Orme his attorney against Sewadanum Paupiah Brahmin in a Plea of Debt -

Madras ss The said Sewadanum Paupiah Brahmin puts in his place James Sutherland his attorney at the Suit of the said Samuel Moocartish Moorat in the Plea aforesaid -

Madras ss - Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and six - before the Supreme Court of Judicature at Madras came Samuel Moocartish Moorat by Robert Orme his attorney and brought into the said Court then there his certain Plaint

of Debt and there are pledges for the Prosecution
to wit, John Doe and Richard Roe which said
Plaints Pallaums in these words - that is to say -
Plaint in Debt filed 28th March 1806. Madras ss Samuel Moocarlish Moors by Rabert
Orme his attorney Complains of Awadanum Paupiah
Brahmany being an Hindoo Inhabitant of Madras
and as such Subject to the Jurisdiction of this
Worble Court of a Plea that he render Seventy
four Thousand Eight Hundred and Nineteen Star
Pagodas and Twenty two Fanams of the Current
Money of Madras which he the said Awadanum
Paupiah Brahmany owes to and unjustly detained
from the said Samuel Moocarlish Moors -
For that Whereas the said Awadanum Paupiah
Brahmany heretofore to wit on the first day of June
in the Year one Thousand eight Hundred and five
at Madras aforesaid by his Certain writing
obligatory sealed with the Seal of the said
Awadanum Paupiah Brahmany and to the Court
here now shewn the date whereof is on the
day and Year aforesaid, acknowledged himself
to be then and there held and firmly bound unto

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um to the said Samuel Moocartish Moorat in the
penal sum of Twenty four Thousand Eight Hundred
and Nineteen Star Pagodas and Twenty two
Fanams to be paid to the said Samuel Moocartish
Moorat when he the said Auvadanum Paupeiah
Braminy should be thereunto afterwards requested
As the said auvadanum Paupeiah Braminy (although
often requested &c.) hath not paid the said
Sum of Twenty four Thousand Eight Hundred
and Nineteen Star Pagodas and twenty two
Fanams as hath demanded or any part thereof
to the said Samuel Moocartish Moorat But
to pay the same or any part thereof to the said
Samuel Moocartish Moorat he the said auvada=
-num Paupeia Braminy hath hitherto wholly
refused and still doth refuse to the said
Samuel Moocartish Moorat his damages
of Fifty Pagodas and therefore he brings
Suit &c.

And the said auvadanum Paupeiah
Plea and Braminy by James Sutherland his attorney comes

Second Term 1806

Judgment by Confession on a Warrant of attorney

Sutherland Attyfor Defdt.

and says nothing in bar or preclusion of the said action of the said Samuel Moocarkish Moora by which the said Samuel Moocarkish Moora remains therein undefended against the said Annadanum Paupia Brammy - Therefore it is Considered that

Judgment rigted for the Plaintiff the 28: day of March 1806

the said Samuel Moocarkish Moora Recover against the said Annadanum Paupiah Brammy his said Debt and also Thirty eight Pagodas and Twenty four Fanams - for his Damages which he hath sustained as well by occasion of the detaining the said debt as for his Costs and Charges by him about his suit in this behalf Expended by the Court here adjudged to the said Samuel Moocarkish Moora by his Attorn and the said Annadanum Paupiah Brammy in Mercy &c

mercy

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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 of the Second Term in the year of our Lord one thousand eight hundred and six —

Madras ss Samuel Moocartish Moora[h] puts in his place Robert Orme his attorney against Suvadanum Pauliah Braminy in a Plea of debt —

Madras ss — The said Suvadanum Pauliah Braminy puts in his place James Sutherland his attorney a[t] the suit of the said Samuel Moocartish Moora[h] in the Plea aforesaid —

Madras ss Be it remembered that in the Second Term in the year one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Samuel Moocartish Moora[h] by Robert Orme his attorney and brought in to the said Court then and there his certain Plaint against Suvadanum Pauliah Braminy in a Plea of debt — and there pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say — Madras ss Samuel Moocartish Moora[h] by

Plaint in debt filed 28th March 1806 —

No. 26.

Supreme Court

Judgment Roll

Second Term 1806

Section 11th

by Robert Orme his attorney complains of Aswada
=num Paupia Brammy being an Hindoo Inhabitant
of Madras and as such Subject to the Jurisdiction
of this Honble Court of a Plea that he render
thirty Thousand Star Pagodas which he the said
Aswadanum Paupia Brammy owes to and unjustly
detains from the said Samuel Moscarlish Moses
For that Whereas the said Aswadanum Paupia
Brammy heretofore to wit on the Thirty first day
of August in the year one thousand eight hundred
and five at Madras aforesaid by his Certain
writing obligatory sealed with the Seal of the
said Aswadanum Paupia Brammy and to the
Court now here shewn the date whereof is
on the day and year aforesaid acknowledged
himself to be then and there held and firmly
bound unto the said Samuel Moscarlish Moses
in the penal Sum of Thirty thousand Star
Pagodas to be paid to the said Samuel Mosca=
=rlish Moses when he the said Aswadanum
Paupia Brammy should be thereunto after=
=wards requested Yet the said Aswadanum

Record Term 1806

hath not paid the said Sum of Thirty Rouseau Star Pagodas above demanded or any part thereof to the said Samuel Moocarkish Moorat But to pay the same or any part thereof to the said Samuel Moocarkish Moorat he the said Awadanum Pauppia Mraminy hath hitherto wholly refused and still doth refuse To the said Samuel Moocarkish Moorat his Damage of Fifty Pagodas and therefore he brings Suit &c.

Judgment by Confession on Mr. Warrants of attorney

And the said Awadanum Pauppia Mraminy by James Sutherland his attorney comes and Defends the wrong and injury when &c and says Nothing in bar or Preclusion of the said action of the said Samuel Moocarkish Moorat remains therein the Defendt against the said Awadanum Pauppia Mraminy Wherefore it is Considered that the said Samuel Moocarkish Moorat Recover against the said Awadanum Pauppia Mraminy his said Debt and also Thirty Eight Pagodas and Twenty four Fanams for his Damages which he hath sustained as well by occasion of the detaining the said Debt as for his Costs and Charges by him about his suit in this behalf Expended by the Court here adjudged to the said Samuel Moocarkish Moorat by the

J. Sutherland Attyfor Defendt

Judgment signed for the Plaintiff the 28th day of March 1806.

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against and the said Ann Adams Pauper Praying in
Mercy &c

Mercy

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Second Term 1806

Pleas before the Hon^ble Sir Henry Gwillim Knight one of the 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 six -

Madras to wit } Sarquis Satur, Hieracose arathoon and Philip Jacob Executors of the Last will and Testament of Jacob Pettoom deceased put in their place Emanuel Samuel and Daniel Neale their Attornies against Mootumara Chitty in a plea of Debt -

Madras to wit } The said Mootumara Chitty puts in his place James Sutherland his attorney at the suit of the said Sarquis Satur Hieracose arathoon and Philip Jacob Executors of the Last will and Testament of Jacob Pettoom deceased in the Plea aforesaid -

Madras to wit } Be it Remembered that in the Fourth Term in the Year of our Lord one thousand eight hun

No 27

Court before the Supreme Court of Judicature at Madras came Sarquies Sahur, Kiriacose Arathoon and Philip Jacob Executors of the last Will and Testament of Jacob Pettoom deceased by Emanuel Samuel and Daniel Neale their Attornies and brought into the said Court their certain Plaint against Mootamarah Chitty in a Plea of Debt and there are Pledges to prosecute to wit John Doe and Richard Roe, which said Plaint followeth in these words, that is to say, Madras to wit Sarquies Sahur Kiriacose Arathoon and Philip Jacob Executors of the last Will and Testament of Jacob Pettoom deceased by Emanuel Samuel and Daniel Neale their Attornies Complain of Mootumarah Chitty a Hindoo Inhabitant of Madras and as such Court of a Plea that he render to the said Sarquies Sahur Kiriacose Arathoon and Philip Jacob Executors as aforesaid Two thousand and two hundred Pagodas Current Money of Madras which he unjustly detains from them— For that whereas the said Mootamarah on the Thirty first day of August in the year of Christ one thousand and eight hundred to wit at Madras by his certain writing obligatory Sealed

Plaint in Debt filed the 15th September 1806

the date whereof is the day and Year aforesaid acknow=
=ledged himself to be held and firmly bound to the
said Jacab Pettoom in his life time (by the name
of Cojah Jacab Pettum) in the said Two thousand
and two hundred Pagodas To be paid to the said
Jacab Pettoom when he the said Maatomarah chitty
should be thereto afterwards requested - Yet the said
Maatamarah Chitty (altho' often requested &c.) did
not at any time in the lifetime of the said Jacab Pettoom
pay to the said Jacob Pettoom the said sum Two thousand
and two hundred Pagodas above demanded and
altho' in like Manner requested) hath not at any
time since the death of the said Jacob Pettoom
paid the same sum of Two thousand and
Pagodas above demanded or any part thereof to the
said Sarguis Saheb Hiriacose Arathoon and Philip
Jacob Executors as aforesaid or to any or either of
them Exrs to pay the same to the said Jacob Pettoom
in his life time the said Maatomarah chitty did
wholly refuse and to pay the same to the said
Sarguis Saheb Hiriacose Arathoon and Philip
Jacob Executors as aforesaid the said Maatamarah
Chitt

No. 27

Chitty hath from the death of the said Jacob Pettoom hitherto wholly refused and still doth refuse To the damage of the said Sarguis Saber Kiriacose Arathoon and Philip Jacob Executors aforesaid of three Hundred Star Pagodas and therefore they bring their Suit &c

And the said Sarguis Saber Kiriacose Arathoon and Philip Jacob bring into Court here the Letters Testamentary of the said Jacob Pettoom deceased whereby it sufficiently appears to the Court here that the said Sarguis Saber Kiriacose Arathoon and Philip Jacob are Executors of the last will and Testament of the said Jacob Pettoom deceased and have the administration of the Goods, Chattels and Rights to the said deceased in any wise at the time of his death belonging &c

And afterwards to wit in the first Term of the year one thousand eight hundred and six in the said Supreme Court of Judicature at Madras till which Term the said Mootumauro Chitty had leave to imparl to the said Plaints and then to

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Second Term 1806

Sarkies Kiracoos Arathoon and Philip Jacob Pettu
Executors aforesaid by their attorney aforesaid a
the said Mosthumaura Chitty by James Sutherl
his attorney — and the said Mootumaura Chitty co
and defends the wrong and injury when &c a
says that the writing obligatory in the said
Declaration Mentione
and forms as the said Sarkies Saker Kiracoos
Arathoon and Philip Jacob Pettum hath above
thereof Complained against him and of this
he puts himself upon the Cours &c

I pray Joined

= case Arathoon and Philip Jacob do the like

And the said Sarkies Saker, Kiria=

And Now at this day, that is to say, on
the Twenty first day of Feb
day was given by the Cours to the parties respectively
come as well the said Sarkies Saker Kiracoos Arathoon
and Philip Jacob as the said Mootamarah by their
respective attornies aforesaid — And the Justices
of the Cours here having Read Examined and
Considered the Allegations of the said parties and the
Depositions of Witnesses adduced in this behalf do
pronounce that the said writing obligatory in the

No 27

Plaints of the said Sarquis Sahur Kiriacose arathoon and Philip Jacob Mentioned is the deed of the said Mootamarah and that the said Mootamarah doth detain from the said Sarquis Sahur Kiriacose arathoon and Philip Jacob as Executors as aforesaid the said Sum of two Thousand and two hundred Pagodas above demanded in Manner and form as the said Sarquis Sahur Kiriacose arathoon and Philip Jacob have above thereof Complained against him - and the said Justices therefore adjudge that the said Sarquis Sahur, Kiriacose arathoon and Philip Jacob Executors as aforesaid do Recover against the said Mootamarah their said Debt and the said Justices also award and Order that the said Mootamarah do pay unto the said Sarquis Sahur Kiriacose arathoon and Philip Jacob for their Costs and Charges laid out by them about their Suit in this behalf the Sum of one hundred and forty one Pagodas and seventeen Fanams and that the said Moota-

Judgment signed for the Plaintiffs the 29th. day of March 1806.

mercy =marah be in mercy &c.

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Second Term 1806

No 27

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

Fort St. George } Charles Ball Clerk puts in his place Townes
Madras ss - } Disney his attorney against Thomas Chase in a Plea
of Debt -

Fort St. George } The said Thomas Chase puts in his place Daniel
Madras ss } Seale his attorney at the Suit of the said Charles
Ball in the Plea aforesaid -

Fort St. George } Be it Remembered that in the Vacation after the
Madras - } Fourth Term in the Year one thousand eight hundred
and six before the Supreme Court of Judicature
at Madras came Charles Ball by Townes Disney
his attorney and brought into the said Court then there
his Certain Plaint against Thomas Chase in a Plea
of Debt and there are Pledges for the Prosecution
to wit John Doe and Richard Roe which

Second Term 1806

Plaint in debt to say - For Saint George Madras ss Charles Ball
filed the 1st Clerk a British Subject by Jaumes Disney his
February 1806 attorney Complains of Thomas Chase, being a British
Subject and as such, liable to the jurisdiction of this
Honble Court of a Plea that he render to him the
pagodas which he the said Thomas owes to and
unjustly detains from him - For that Whereas
the said Thomas heretofore to wit on the Thirtieth
day of June in the year one thousand eight hundred
and five at Madras aforesaid by his Certain
writing obligatory Sealed with the Seal of the said
Thomas and to the Court now here shewn the date
whereof is on the day and year aforesaid
the Name and description of Messieurs Chase Chinnery
& Leger Himself to be held and firmly bound unto
the said Charles in the Sum of Six thousand and
eight hundred star pagodas Current Money of
Madras aforesaid to be paid to the said
Charles when he the said Thomas should be
thereunto afterwards Requested - As therein

No. 78

Thomas although often requested to pay the same
hath not yet paid the said Sum of Six thousand
and eight hundred Star Pagodas above demanded
or any part thereof to the said Charles, but to
pay the same or any part thereof the said
Thomas hath hitherto wholly refused and
still doth refuse to the said Charles his
damages of Thirty Star Pagodas and
therefore he brings his Suit &c.

And the said Thomas Chase by Daniel
Judgment by Cognovit Reale his Attorney comes and defends the
wrong and injury when &c. And says that
he cannot deny the action of the said Charles
Ball, nor but that the said writing
obligatory is the Deed of him the said Thomas
Chase, nor but that he owes to the said Charles
Ball, the said Sum of Three thousand
Six hundred and fifty five Pagodas
above demanded, in manner and form
as the said Charles Ball hath above

Second Term 1806

Judgment signed for the Plaintiff the 2d. Day of April 1806

thereof complained against him - Therefore it is Considered that the said Charles Ball do Recover against the said Thomas Chase his said debt and also Ninety four Pagodas and Thirteen 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 Charles Ball and with his assent - And the said Thomas Chase in Mercy &c

Mercy

Secon D Leum 1806

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Second Term 1806

Pleas before the Honble Sir Henry Gwillim Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras Second Term in the Year of our Lord one Thousand eight hundred and Six -

Fort St George } Terence Gahagan puts in his place James
Madras to wit } Sutherland his attorney against Thomas Chase, John Chinnery, John MacDowall Edward Watts and Gilbert Ricketts in a plea of Debt -

Fort St George } The said Thomas Chase, John Chinnery, John
Madras } Mc Dowall & Edward Watts by Daniel Neal their attorney
to wit } and the said Gilbert Ricketts by Robert Orme his attorney at the suit of the said Terence Gahagan in the Plea aforesaid -

Fort St George } Be it remembered that in the Fourth Term
Madras to wit } in the Year of our Lord one Thousand eight hundred and five before the Supreme Court

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of Judicature at Madras came Terence Gahagan by James Sutherland his Attorney and brought into the said Court then there his certain Plaint against Thomas Chase, John Chinnery, John MacDowall, Edward Watts, and Gilbert Ricketts in a Plea of debt and damages for that they the said Defendants Jallaun and Richard Rae which said Plaint Jallaun in these words, that is to say, Madras to wit Terence Gahagan by James Sutherland his attorney Complains of Thomas Chase, John Chinnery, John MacDowall Edward Watts and Gilbert Ricketts being respectively British subjects and as such within the Jurisdiction of this Honble Court of a Plea that they render to the said Terence the Sum of Twenty eight thousand Three hundred and Thirty three Star Pagodas Six Fanams and Thirty Cash which they owe to and unjustly detain from the said Terence For that whereas heretofore to wit on the Twenty seventh day of April in the year of our Lord one thousand eight hundred and Four at Madras the said Thomas, John Chinnery John McDowall Edward and Gilbert by their certain writing obligatory sealed with the Seal of the said John Chinnery by and with

Plaint in Debt filed 17th Sept. 1805

Second Term 1806

Thomas John MacDowall Edward and Gilbert and to the Court now here Shewn the date whereof is the day and year aforesaid acknowledged themselves to be held and firmly bound unto the said Terence in the Sum of Twenty four Thousand Star Pagodas part and parcel of the said Sum of Twenty eight Thousand three Hundred and Thirty three Star Pagodas Six Fanams and Thirty cash above demanded to be paid to the said Terence when they the said Thomas, John Chenery, John MacDowall Edward and Gilbert should be thereunto Requested And whereas the said Thomas John Chenery John MacDowall Edward and Gilbert afterwards to wit on the Fourth Day of August in the Year of our Lord one Thousand eight hundred and Four at Madras aforesaid by their Certain other writing obligatory Sealed with the Seal of the said John Chenery by and with the authority Consent and Direction of the said Thomas, John McDowall Edward and Gilbert and also to this Court now here Shewn the date whereof is the day and year last aforesaid acknowledged themselves to be held and firmly bound unto the said

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Terence

Terence in the sum of one thousand and ninety three Star
Pagodas Six fanams and Ten Cash further part
and parcel of the said Sum of Twenty Eight
Thousand Three hundred and Thirty three Star Pagodas
Six fanams and Thirty cash herein above demanded
to be paid to the said Terence when they the said
Thomas John Chinnery John Mac Dowall Edward
and Gillers should be thereto requested - And
whereas the said Thomas John Chinnery John
Mac Dowall Edward and Gillers afterwards
to wit on the Twenty seventh day of April
in the Year of our Lord one thousand eight
hundred and Four at Madras aforesaid made
and signed their certain Promissory Note in
Writing Commonly called a Promissory Note
bearing date the same day and Year last
aforesaid and then and there delivered the said
Note to the said Terence by which said Note
the said Thomas John Chinnery, John Mac Dowall
Edward and Gillers promised to pay to the said
Terence by the name and addition of Terence
Gahagan Esquire or his Order at Tanjore

and forty Star Pagodas and the said Terence further
Saith that the said Thomas John Chinnery John
Mc Dowell Edward and Gilbert did not when
the said Sum of Two Hundred and Forty Star
Pagodas became due and payable pay nor have
they at any time since paid the same or any part
thereof to the said Terence and that he the said
Terence hath not endorsed the said Note or made
any Order of and Concerning the payment of the same
to any Person or Persons whomsoever By Reason
whereof an action hath accrued to the said
Terence to have and demand of the said Thomas
John Chinnery John Mc Dowall Edward and
Gilbert the said Sum of Two Hundred and
forty Star Pagodas further part and parcel
of the said Sum of Twenty eight Thousand
three Hundred and Thirty three Pagodas
Six Fanams and Thirty Cash hereinabove
demanded as aforesaid - And whereas
the said Thomas John Chinnery John Mac
Dowall Edward and Gilbert aforesaid

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No

to wit on the day and year last aforesaid at
Madras aforesaid borrowed of the said Terence
who then and there at the special instance
and request of the said Thomas, John, Chinnery
to the said Thomas John Chinnery John Mac=
=Dowall Edward and Gillers a certain other
sum to wit the sum of one thousand star
Pagodas whereby the said Thomas John
Chinnery, John Mac Dowall, Edward and
Gillers then and there became indebted
to the said Thomas in the said last
mentioned sum to be paid to the said
Terence when they the said Thomas John
Chinnery, John Mac Dowall, Edward and
Gillers should be thereunto afterwards
requested whereby an action hath accrued
to the said Terence to have and demand from
the said Thomas, John Chinnery, John Mac Dowall
Edward and Gillers the said last mentioned
sum of money further part and parcel of the
[illegible] Twenty eight Thousand Nine

Hundred and Thirty three Pagodas six Fanams
and Thirty Cash above demanded — And
Whereas the said Thomas John Chinnery John
Mac Dowall Edward and Gillers afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid had and received to the
use of the said Terence a certain other sum
of Money to wit the sum of other one thousand
four Pagodas and thereby then and there became
indebted to the said Terence in the said last
Mentioned Sum of Money to be paid to the said
Terence when they the said Thomas John
Chinnery John Mac Dowall Edward and Gillers
should be thereto requested whereby an action
hath accrued to the said Terence to have and
demand of the said Thomas John Chinnery
John Mac Dowall Edward and Gillers the
said last Mentioned sum of Money further
part and parcel of the said sum of Twenty
eight thousand three hundred and Thirty three
Pagodas six Fanams and Thirty Cash
herein above demanded as aforesaid

No 29

And Whereas the said Thomas John Chinnery John MacDowall Edward and Gillies afterwards to wit on the day and year last aforesaid at Madras aforesaid accounted with the said Terence of and Concerning divers other sums of Money before that time due and owing from the said Thomas John Chinnery John MacDowall Edward and Gillies to the said Terence and upon the said accounting they the said Thomas John Chinnery John MacDowall Edward and Gillies were then and there found in arrear and indebted to the said Terence in a certain other sum of Money to wit in other one thousand star Pagodas to be paid to the said Terence when they the said Thomas John Chinnery John MacDowall Edward and Gillies should be thereunto required whereby an action hath accrued to the said Terence to have of and demand from the said Thomas John Chinnery John

Scond Term 1806

said last Mentioned Sum of one Thousand Star Pagodas Residue of the said Sum of Twenty eight Thousand Three hundred and Thirty three Pagodas six Fanams and Thirty Cash above demanded Yet the said Thomas John Chinnery John MacDowall Edward and Gillies have not paid to the said Terence the said Sum of Twenty eight Thousand Three hundred and Thirty three Pagodas six Fanams and Thirty Cash above demanded Nor any part thereof. have Either to wholly refused and still refuse to the Damage of the said Terence of Ten Pagodas and therefore he brings his suit—

Judgment by Cognovit

And Now in this first Term in the Year of our Lord one Thousand eight hundred and Six Came the parties aforesaid by their respective attornies aforesaid, and the said Gillies by his said attorney and the said Thomas, John Chinnery, John Mac

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Supreme Court

Judgment Roll

Second Dist. Term 1806

Section 12.

and Edward by their said Attorney Resingning
their said several Pleas by them respectively
above pleaded say that they cannot deny the
said action of the said Terence nor but that
the said writing obligatory in the First Count
of the said Declaration Mentioned and the
said writing obligatory in the Second Count
of the said Declaration Mentioned are
the Deeds of them the said Thomas John
Chimery John MacDowall, Edward and Gillies
Nor but that they owe to the said Terence upon
the two several writings obligatory in the said
first and Second Counts of the said Declara-
-tion Mentioned and upon the several Causes
of action in the third fourth fifth and last
Counts of the said Declaration Mentioned the
said Sum of Twenty eight Thousand three
hundred and Thirty three Pagodas Six
Fanams and Thirty Cash above demanded
in Manner and form as the said Terence

Second Term 1806

Judgment Item - Therefore it is Considered that the said
signed for the Terence do recover against the said Thomas
Plaintiff the John Chinnery, John MacDawall Edward and
3d day of
April 1806 Gillers his said debt and also Sixty two
Pagodas 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 here adjudged
to the said Terence with his assent - and
the said Thomas John Chinnery John McDonall
mercy Edward and Gillers in mercy &c.

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Second Term 1806

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Second Term 1806

Pleas before the Honble Sir Henry Guillim, Knight, one of the Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Eighteenth year of our Lord one thousand eight hundred and six -

Fort St. George, Madras } ss } Streepurrum Boodore Vadachellum Moodelly and Stree Parumboodore Annasawmy Moodelly Brothers and personal Representatives of Stee Parumboodore Teaugaraya Moodelliar deceased put in their plaint against Robert Orme their attorney against Covore Terumaliappa Moodelly in a Plea of Trespass on the Case -

Fort St. George, Madras } ss } The said Covore Terumaliappa Moodelly in his proper person at the suit of the said Streepurrumboodore Vadachellum Moodelly and Stree Parumboodore Annasawmy Moodelly Brothers and personal Representatives of Stee Parumboodore Teaugaraya Moodelliar deceased in the Plea aforesaid -

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Fort St George } Be it remembered that as of the Fourth Term in
Madras } the Year one Thousand eight hundred and Five before
the Supreme Court of Judicature at Madras came
Streeparumboodore Vadachellum Moodelly and Stree
Parumboodore Annasawmy Moodelly Brothers and
personal Representatives of Stree Parumboodore
Teaugaraya Moodelliar deceased and brought into
the said Court then there his certain Plaint against
Covore Terumaliappa Moodelly 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
Plaint in abeyance filed 26th November 1805 is to say, Fort Saint George Madras } Stree Parum-
=boodore Vadachellum Moodelly and Stree Parumboo-
=dore Annasawmy Moodelly Brothers and personal
Representatives according to the Laws and Customs
of the Hindoo Natives of India of Stree Parum-
=boodore Teaugaraya Moodelliar deceased who
was in his lifetime one Hindoo Inhabitant of
Madras by Robert Orme their Attorney Complain
of Covore Terumaliappa Moodelly being an
Hindoo Inhabitant of Madras and as such

Second Term 1806

Subject to the Jurisdiction of this Honble Court, For
that Whereas the said Covoore Terumaliappa
Moodelly heretofore and in the life time of the said
Sree Parumboodoore Teangaraya Moodelliar to
wit on the Twenty second day of October
in the Year of Christ one Thousand eight
hundred and Three at Fort Saint George
Madras aforesaid according to the Laws and
Customs of the Hindoo Natives of India
made his Certain Note in Writing in the
Malabar Language his own proper hand being
thereunto Subscribed bearing date the
day and year aforesaid and then and there delivered
the said Note to the said Sree Parumboodoore
Teangaraya Moodelliar in his life time whereby
the said Covoore Terumaliappa Moodelly by the Name
and addition of Covoore Terumaliappa Moodelly of
Madras acknowledged Has in Consequence of his
Urgent Occasion he Had on the day of making
the said Note Borrowed and Received of the said
Sree Parumboodoore Teangaraya Moodelliar the
sum of one Thousand Star Pagodas Current

No 30

of Madras which Sum the said Covore Terumaliappa Modelly did thereby engage to repay the said Shee Parumbadoore Seaugaraya Modelliar on demand with all such Interest as should or might become due thereon at the Rate of Twelve per Cent per annum Commencing from the date of the said Note By Means whereof and by force of the Laws and Customs of such Hindoo Natives the said Covore Terumaliappa Modelly became liable to pay to the said Shee Parumbadoore Seagaraya Modelliar in his life time the said Sum of one thousand Star Pagodas and Interest in the said Note Mentioned according to the tenor and effect of the said Note and thereby became liable to the said Covore Terumaliappa Modelly 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 Shee Parumbadoore Seaugaraya Modelliar in his life time to pay him the said Sum of one thousand Star Pagodas and Interest in the said Note Mentioned according

Second Term 1806

to the tenor and effect of the said note - And Whereas
also the said Covore Terumaliappa Moodelly afterwards
to wit on the First day of March in the Year of Our
one thousand eight hundred and Five at Fort Saint
George Madras aforesaid was indebted to the said
Store Parumbadore Teangaraya Moodeliar in his
life time in the Sum of Two thousand Star Pagodas
of the Current Money of Madras aforesaid for so much
Money by the said three Parumbadore Teagaraya
Moodeliar in his life time before that time
and advanced to the said Covore Terumaliappa Moodelly
and at his Special instance and request and being
so indebted he the said Covore Terumaliappa
Moodelly 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 three
Parumbadore Teangaraya Moodeliar in his
life time to pay him the said last mentioned
Sum of Money when he the said Covore Teruma=
=liappa Moodely should be thereunto afterwards
required - And Whereas also the said

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Covone Terumaliappa Modelly aforesaid to wit
on the same Day and Year last aforesaid at Fort
Saint George Madras aforesaid was indebted to
the said Stree Parumbadore Teagaraya Mudr
in his life time in the Sum of Two
thousand Star Pagodas of like Current Money
for so much Money by the said Stree Parumbadore
Teagaraya Modelliar in his life time before
that time Lent and Expended and Paid for the
said Covone Terumaliappa Modelly and at his
Special instance and Request - And being
so indebted he the said Covone Terumaliappa
Modelly in Consideration thereof aforesaid
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 Stree Parumbadore Teagaraya
Modelliar in his life time to pay him the
said last Mentioned Sum of Money when he
the said Covone Terumaliappa Modelly

should be thereunto afterwards Required — And whereas
also the said Cavone Terumaliappa Moodelly afterwards
to wit on the same day and Year last aforesaid at
Fort Saint George Madras aforesaid accounted with
the said Three Parumbadore Teangaraya Moodeliar
in his Lifetime of and Concerning divers other
of Money before that time due and owing from the
said Cavone Terumaliappa Moodelly to the said
Three Parumbadore Teangaraya Moodeliar in his
Life time and then being in arrear and unpaid
and upon that accounting the said Cavone Terumal-
=iappa Moodelly was then and there found to be
in arrear and indebted to the said Three Parumbadore
Teangaraya Moodeliar in the further sum of Two Thousand
Star Pagodas of like Current Money and being so found
Moodelly 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 Three Parumbad-
=dore Teangaraya Moodeliar in his Life time to
pay him the said last Mentioned Sum of Money

when he the said Covore Tenumaliappa Moodelly should be thereunto afterwards Requested - Yet the said Covore Tenumaliappa Moodelly not regarding his said Several Promises and undertakings so by him Made in Manner and form aforesaid but Continuing and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Three Parumbadore Teangaraya Moodelliar in his life time and the said Three Parumbadore Vadachellum Moodelly and Three Parumbadore Annasawmy Moodelly as his personal Representatives as aforesaid since the death of the said Three Parumbadore Teangaraya Moodelliar 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 Covore Tenumaliappa Moodelly was often times Requested by the said Three Parumbadore Teangaraya Moodelliar in his life time and also by the said Three Parumbadore Vadachellum Moodelly and Three Parumbadore annasawmy Moodelly since the death of the said Three Parumbadore Teangaraya Moodelliar to wit on the First day of August in the Year last aforesaid and often afterwards to wit at Fort Saint George Madras aforesaid

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Second Term 1806

Vs

The said Cavore Terumaliappa Moodely to pay the same several Sums of Money or any of them or any part thereof to the said Three Paremboodore Teagaraya Moodeliar in his life time or to the said Three Paremboodore Vadachellum Moodely and Three Annasawmy Moodelly personal Representatives as aforesaid of the said Three Paremboodore Teagaraya Moodeliar since his death hath hitherto wholly refused and do to pay the same to the said Three Paremboodore Vadachellum Moodelly and Three Paremboodore Annasawmy Moodelly personal Representatives as aforesaid he the said Cavore Terumaliappa Moodelly still doth refuse To the Damage of the said Three Paremboodore Vadachellum Moodelly and Three Paremboodore annasawmy Moodelly personal Representatives as aforesaid of Two Thousand Star Pagodas and Therefore they bring Suit &c.

And Now in this First Term in the year one Thousand eight hundred and six that is to say on the Third day of February to which

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day

day was given as well to the said Shee Parumbaadore
Vadachellum Moodelly and Shee Parumbaadore
Annasawmy Moodelly as to the said Covone Terumma=
=liappa Moodelly and the said Covone Terumaliappa
Moodelly says Nothing in bar or preclision of the
said action of the said Shee Parumbaadore Vadachella=
Moodelly and Shee Parumbaadore Annasawmy
Moodelly by which the said Shee Parumbaadore
Vadachellum Moodelly and Shee Parumbaadore
Annasawmy Moodelly remain thereon undefended
against the said Covone Terumaliappa Moodelly
for which the said Shee Parumbaadore Vada=
=chellum Moodelly and Shee Parumbaadore
Annasawmy Moodelly ought to recover their
Damages by occasion of the Premises
And afterwards to wit on the Eleventh day
Tried Exparte of the said Month of February in the term afore=
said the said Court having deligently
enquired what damages the said Shee Parum=
=baadore Vadachellum Moodelly and Shee
Parumbaadore Annasawmy Moodelly have
sustained as well by the Means aforesaid as

Second Term 1806

their suit in this behalf Expended Do find and adjudge
that the said three Parumbadore Vadachellum Moadelly
and three Parumbadore Annasawmy Moadelly
Brothers and personal Representatives as aforesaid
have sustained damages by occasion of the Premises
over and above their Costs and Charges to one Thousand
for those Costs and Charges to one hundred and forty
three Pagodas Thirty three fanams Therefore
it is Considered that the said three Parumbadore
Vadachellum Moadelly and three Parumbadore
-sawmy Moadelly Brothers and personal Representatives
as aforesaid Recover against the said Corone Tenumalieppa
Moadelly their Damages and Costs aforesaid by the
Court aforesaid found and adjudged which Damages
in the Whole amount to one Thousand four hundred
and thirty Pagodas and thirty three fanams
and the said Corone Tenumaleippa Moadelly
in Mercy &c.

Judgment signed for the Plaintiffs the 5th day of April 1806

Mercy

And Thereupon the said three
Parumbadore Vadachellum Moadelly and three
Parumbadore Annasawmy Moadelly by Robert
Orme their Attorney prays a writ of our Lord the

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King of Fieri 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 Canone Permmaliappa Moodelly the Sum of one thousand four hundred and thirty Pagodas and thirty Male Fanams - and it is granted unto him returnable here on the 19th instant -

Writ of Execution issued the 5th April 1806 -

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Second Term 1806

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Pleas before the Honble Sir Henry Gwillim Knight one of the Justices of His Majestys Supreme Court of Judicature at Madras of the second Term in the year of our Lord one thousand eight hundred and Six -

Fort St. George } Paneyore Lingapaulliapah Modelliar puts
Madras } in his place William Light his attorney against
Maidavanayk Parasooraman in a Plea of Trespass
on the case -

Fort St. George } He said Maidavanayk Parasooraman puts in
Madras } his place Townes Disney his attorney at the suit
of the said Paneyore Lingapaulliapah in the Plea
aforesaid -

Fort St. George } Be it remembered that in the Vacation after the
Madras } Fourth Term in the year one thousand eight hundred
and four - before the Supreme Court of Judicature at
Madras came Paneyore Lingapaulliapah Modelliar
by William Light his attorney and brought into
the said Court then there his certain Plaint
against Maidavanayk Parasooraman in a

Second Term 1806

For the Prosecution to wit John Doe and Richard Roe
which said Plaint followeth in these words - that
Plaintiff's Attorney is to say, Fort Saint George Madras Paneyone
filed 6th November 1804 - Lingapaulliapah Modelliar by William Light
Sea-rauman being an Hindoo Inhabitant of Madras
and as such a person liable to the Jurisdiction
of this Honorable Court For that Whereas
the said Maidanayel Parasooraman heretofore
to wit on the Twenty third day of August
in the year one thousand and eight hundred
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
received of the said Paneyone Lingapaulliapah
Modelliar the Sum of one hundred and Twenty
Star Pagodas Current Money of Madras
which Sum he the said Maidanayel Parasoo
rauman did thereby engage to repay to the
said Paneyone Lingapaulliapah Modelliar

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on

on the Tenth day of February then next with all such Interest as should or might become due thereon at the Rate of Twelve per Centper Annum by Means whereof and by Force of the Custom and Laws of such Kindas Natives of India he the said Maidanayel Paracoorauman then and there became liable to pay to the said Paneyore Lingapaulieapah 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 Maidanayel Paracoorauman in Consi=deration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Paneyore Lingapauliapah Moodelliar 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 Maidanayel Paracooraumau afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Paneyore Lingapauliapah Moodelliar

in other Three Hundred Star Pagodas of like Current
Money of Madras aforesaid for so much Money by
the said Paneyone Lingapauliapah Moodelliar
before that time Lent and advanced to the said
Maidanayel Parasooramen at his Special Instance
and Request and being so indebted he the said
Maidanayel Parasooramen 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
Paneyone Lingapauliapah Moodelliar to pay him
the said Last Mentioned Sum of Money when the said
Maidanayel Parasooramen should be thereto
afterwards Requested - And Whereas also the said
Maidanayel Parasooramen afterwards to wit
on the same day and year aforesaid at Madras
aforesaid was indebted to the said Paneyone
Lingapauliapah Moodelliar in other Three
Hundred Star Pagodas of like Current Money
of Madras aforesaid for so much Money by
the said Maidanayel Parasooramen before
that time had and Received to and for the
use

user of the said Paneyone Lingapaulepak Maadeliar
and being so indebted he the said Maidanayel
Parasooraman in Consideration thereof afterwards
to wit on the same day and year aforesaid at
Faithfully promised the said Paneyone Lingapaulepak
Maadeliar to pay him the said last mentioned
Sum of Money when he the said Maidanayel
Parasooraman should be thereto afterwards
requested - And Whereas also the said
Maidanayel Parasooraman afterwards to
wit on the same day and year aforesaid at
Madras aforesaid accounted with the said
Paneyone Lingapaulepak Maadeliar of
and Concerning divers other sums of Money
before that time due and owing from the
said Maidanayel Parasooraman to the
said Paneyone Lingapaulepak Maadeliar
and then being in arrear and unpaid upon
which said account he the said Maidanayel
Parasooraman was then and there found in

Lingapaulleapah Moodelliar in another large sum of
Money to wit the Sum of other Three hundred Star
Pagodas of like Current Money of Madras aforesaid
and being so indebted the said Maidavayel Para=
=sooraumen 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 Paneyone Lingapaulleapah
Moodelliar to pay him the said last mentioned
Sum of Money when he the said Maidavayel
Parasooraumen should be thereto afterwards
Requested — Yet the said Maidavayel Paraso=
=raumen not Regarding his said Several promises
and undertakings so made by him in this behalf
as aforesaid, but Contriving and fraudulently
intending craftily and subtilly to deceive
and defraud the said Paneyone Lingapaulleapah
Moodelliar in this behalf hath not yet paid
the said Several Sums of Money or any part
thereof to the said Paneyone Lingapaulleapah
Moodelliar although so to do, he the said
Maidavayel Parasooraumen was afterwards

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but he to do this hath hitherto wholly refused
and still doth refuse to the damage of the said
Paneyore Lingapauliapah Moodelliar of
three hundred star Pagodas, and therefore
he brings suit &c.

And the said Maidavayel Parasooraumen
by Townes Disney his attorney comes and defends
the wrong and injury when &c and says that he
Cognovit filed 5th aug. 1805 cannot deny the action of the said Paneyone
Lingapauliapah Moodelliar but that he the said
Maidavayel Parasooramen did undertake and
promise in manner and form as the said Paneyone
Lingapauliapah Moodelliar hath above thereof
complained against him and the said Paneyone
Lingapauliapah Moodelliar 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 one
hundred and seventy one Pagodas and five
fanams as by the said Declaration is above
supposed and thereupon the said Paneyone
Lingapauliapah Moodelliar prays Judgment
for his damages so acknowledged together

with his Cost and Charges by him about his Suit
in this behalf Expended to be adjudged to him
&c Therefore it is Considered that the said
Judgment signed for the Plaintiff the 15th Day of April 1806
Paneyone Lingapaulliapah Moodelliar do recover
against the said Maidavayal Parasooramman his
damages aforesaid of one hundred and seventy
one Pagodas and five Fanams in form aforesaid
acknowledged and also one hundred and twenty
five Pagodas and thirty six Fanams for his
said Costs and Charges by the Court now here
adjudged to the said Paneyone Lingapaulliapah
Moodelliar and with her assent, which said
damages, Costs and Charges in the whole
amount to two hundred and ninety six
Pagodas and forty one Fanams - And
the said Maidavayel Parasooramman in money
&c And hereupon the said Paneyone Linga=
=paulliapah 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=
=patnam to Cause him to levy and make of
the Houses, Lands, debts and other Effects
which belong to the said Maidavayel

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Supreme Court

Judgment Roll

Second Term 1806

Section 13.

Parasooraiman the Sum of Two Hundred and Ninety six Pagodas and Forty one Fanams – and it is granted unto him returnable here on the 15th day of May next –

Fiere Facias issued the 15th April 1806

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Recorded Term 1806

No. 31.

Pleas before the Honble Sir Henry Gwillim Knight one of his Majestys Supreme Court of Judicature at Madras of the second Term in the Year of our Lord one thousand eight hundred and six -

Madras, to wit, Thomas Chase, John Chinnery and John McDouall put in their place Daniel Seale their attorney against Kirkby Dalrymple Esquire Sheriff of Madras - in a Plea of debt -

Madras, to wit, - The said Kirkby Dalrymple puts in his place Robert Orme his attorney - at the Suit of the said Thomas Chase, John Chinnery and John McDouall 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 Thomas Chase, John Chinnery, and John McDouall by Daniel Seal their attorney and brought into the said Court then here their certain Plaint against Kirkby Dalrymple in a Plea of Debt and there are pledges for the prosecution to

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Second Term 1806

Plaints in debt filed 17. april 1805—

amended by order of Court made on the 19. day of august 1805 L.S.

follows in these words, that is to say, Madras to wit, Thomas Chase, John Chinnery and John MacDonall by Daniel Neale their attorney Complain of Herklay Dalrymple Esquire heretofore Sheriff of Madras and being a British Subject and as such a Person subject to the jurisdiction of this Honble Court of Pleas he render to the said Thomas Chase, John Chinnery and John Mc Donall eight thousand and seventy eight Star Pagodas fifteen Fanams and sixty cash which he owes to and unjustly detains from them for that whereas heretofore to wit in the second term in the Year of our Lord one thousand eight hundred and two in the Supreme Court of Judicature of our Lord the King at Madras by the judgment and consideration of the said Court the said Thomas Chase, John Chinnery and John Mc Donall recovered against one Antony Babick an Armenian Inhabitant of Madras and as such a Person subject to the jurisdiction of the said Court a certain debt of Eighty thousand Star Pagodas and also Seventy eight Pagodas fifteen Fanams

no

and Sicky Cash which in and by the said Courts were adjudged to the said Thomas Chase John Chinnery and John Mc Donall and with their costs for their damages which they had sustained as well by occasion of the detaining the said debts as for their Costs and Charges by them about their Suits in that behalf Expended whereof the said Antony Pallock was Convicted — as by the Record and proceedings of the said Judgments Still Remaining in the said Courts of our Lord the King at Madras more fully appears which said Judgments Still Remains in full force strength and effect in no wise Reversed annulled paid off or Satisfied to wit at Madras — and the said Thomas Chase, John Chinnery and John Mc Donall in fact say that the said debt and damages so by them in form aforesaid recovered being unpaid and unsatisfied they the said Thomas Chase, John Chinnery and John Mc Donall on the Seventeenth day of May

hundred and Two aforesaid at Madras aforesaid sued and prosecuted out of the said Court of our said Lord the King at Madras a certain writ of our said Lord the King called a Capias ad Satisfaciendum of and upon the said judgment directed to the Sheriff of Madras whereby the said Sheriff was Commanded that he should take the said Antony Babick then or late of Madras Inhabitant if he might be found in Madras or in any of the Factories or Territories Subject to or dependant on the Government thereof and keep him safely so that the said Sheriff might have his body before the Justices of our said Lord the King of the Supreme Court of Judicature at Madras aforesaid on Thursday the Twentieth day of the said Month of May to satisfy the said Thomas Chase, John Chinnery and John Mc Donall as well the said debt of Eighty thousand Star Pagodas which the said Thomas Chase, John Chinnery and John Mc Donall lately in the said Court before the said Justices of our said Lord the King recovered against the said Antony Babick, as also the said Sundry

eight Pagodas fifteen Fanams and sixty Cash which by the said Court of our said Lord the King before the said Justices were adjudged to the said Thomas Lane John Clennery and John Mc Donald for their damages 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 whereof the said Antony Babick was Convicted and that the said Sheriff should have there then that writ which said writ afterwards and before the Return thereof came on the said Seventeenth day of May in the Year of our Lord one Thousand eight Hundred and Two at Madras aforesaid was delivered to one John Hughes Esquire who then and thence-forth until and at and after the Return of the said writ was Sheriff of Madras aforesaid to be by him the said John Hughes as such Sheriff as aforesaid Executed in due form of Law By Virtue of which

such Sheriff as aforesaid afterwards and before the Return of the said Writ to wit on the same Seventeenth day of May in the Year one thousand eight hundred and Two aforesaid at Madras aforesaid and within the Bailiwick of the said Sheriff (that is to say) in Madras did take and arrest the said Antony Balick by his body and then and there had kept and detained the said Antony Balick in the Custody of him the said John Hughes as such Sheriff as aforesaid and in execution of the said debt and damages in form aforesaid Recovered at the Suit of the said Thomas Chase John Chinnery and John McDonall Continually thence forward until that the said John Hughes so being such Sheriff as aforesaid afterwards to wit on the Twentieth day of December in the said Year one Thousand eight hundred and Two at Madras aforesaid was duly Removed from his said Office of Sheriff of Madras and that he said Kirkby Dalrymple then and there (that is to say)

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on the day and Year last aforesaid at Madras aforesaid was duly appointed and sworn into and duly Succeeded the said John Hughes in his said office of Sheriff of Madras and the said Thomas Chase John Chinnery and John Mc Dowall Junker say that on the day and Year last aforesaid at Madras aforesaid the said John Hughes as such Sheriff as aforesaid did duly deliver over the body of the said Antony Babick so Charged as aforesaid and in his Custody for the Cause aforesaid unto the said Kirkby Dalrymple as such Succeeding Sheriff as aforesaid whereby the said Kirkby Dalrymple so being Sheriff of Madras then and there had the said Antony Babick in his Custody at the Suit of the said Thomas Chase John Chinnery and John Mc Dowall and in Execution of the said debt and Damages in form aforesaid Recovered from thence until that the said Kirkby Dalrymple so being such Sheriff of Madras as aforesaid was Regarding the

Sican D Term 1806

afterwards and after the Return of the said writ and whilst the said Kirkby Dalrymple was such Sheriff of Madras as aforesaid and before that the said Debt and damages so aforesaid adjudged to the said Thomas Chase John Chinnery and John McDouall or any part thereof was satisfied to them to wit on the Twenty third day of April in the year of our Lord one thousand Eight hundred and Three at Madras aforesaid without the leave or license and against the will of the said Thomas Chase John Chinnery and John McDouall suffered and permitted the said Patrick Anthony to escape and go at large from and out of the Custody of the said Kirkby Dalrymple as such Sheriff as aforesaid Whereupon he the said Thomas Chase John Chinnery and John McDouall became liable and chargeable to pay the said Debt and damages to the said Thomas Chase John Chinnery and John McDouall and whereby an action hath accrued to the said Thomas Chase John Chinnery and John McDouall to demand and have of and from the said Kirkby Dalrymple the said Sum of Eighty Thousand and Seventy

eights Star Pagodas Fifteen Fanams and Sixty cash
above demanded (yet the said Hirkly Dalrymple
(although often requested &ca) hath not paid
the said Eighty thousand and seventy eights
Star Pagodas fifteen Fanams and sixty
Cash above demanded or any part thereof
to the said Thomas Chase John Chinnery
and John Mc. Dauall or to any or either
of them But he so to do hath hitherto
wholly refused and still doth refuse
to the damage of the said Thomas Chase
John Chinnery and John Mc. Dauall of
Five Hundred Star Pagodas and
therefore they bring their Suit &ca

And afterwards to wit in the Third
Term of the said Year one thousand eights hundred and
five in the said Supreme Court of Judicature at madras
until which Term the said Hirkly Dalrymple
had leave to impark to the said Plaints and then
to answer the same came as well the said

Plea filed
20th July 1805
JS

by Daniel Neale their attorney as the said Kirkby
Dalrymple by Robert Orme his attorney, and the said
Kirkby defends the wrong and injury when &c and says
that he does not owe to the said Thomas, John Chinnery and
John MacDonall the said Sum of Eight Thousand and
Seventy eight Star Pagodas fifteen fanams and sixty
cash above demanded or any part thereof in manner
and form as the said Thomas, John Chinnery, and
John MacDonall have above thereof Complained
against him and of this he puts himself upon the
Court - And for further Plea in this behalf by
leave of the Court for that purpose first had and
obtained according to the form of the Statute in that
case made and provided the said Kirkby says that
the said Thomas John Chinnery and John MacDonall
ought not to have or maintain their aforesaid
action thereof against him because he says that
before and at the several times in the said Plains
mentioned the said Kirkby as such Sheriff
as aforesaid was bound according to the Rules orders
and Regulations and the Course and practice of
the said Supreme Court of Judicature at
Madras to detain and keep the said Authony

Babick in the said Plaint Mentioned within the Common Debtors Gaol in Madras and Not elsewhere to wit at Madras aforesaid the said Gaol then and there being the Gaol and Prison of the said Supreme Court — And the said Kirkby further in fact saith that the said Gaol during all those times was wholly insecure and insufficients for the Confinement and Security of Prisoners and that the said Anthony Babick by and through the Mere insecurity and insufficiency of the said Gaol and without the Knowledge or Privity and without the default of the said Kirkby in that behalf did escape therefrom as in the said Plaint is above alledged to wit at Madras aforesaid and this he the said Kirkby is ready to verify, Wherefore he prays Judgment if the said Thomas, John Chinnery and John MacDowall ought to have or maintain their aforesaid action thereof against him &c.

Replication filed 23d July 1805

And afterwards to wit in the said third Term of the said Year one thousand eight

hundred and five came the parties aforesaid by their attornies aforesaid - and thereupon the said Thomas, John Chinnery and John Mc. Donall as to the said Plea of the said Kirkby by him above pleaded in bar and whereof he puts himself upon the Cours doth so likewise - And as to the said Plea of the said Kirkby by him secondly above pleaded in bar the said Thomas, John Chinnery and John Mc. Donall protesting that the said Plea in manner and form above pleaded and the matters therein contained are insufficient in Law to bar the said Thomas John Chinnery and John Mc. Donall from having or maintaining their aforesaid action to which said Plea in manner and form as the same hath been by the said Kirkby above pleaded they the said Thomas, John Chinnery, and John Mc. Donall are not under any necessity nor obliged by the law of the land to answer Nevertheless for replication in this behalf the said Thomas John Chinnery and John Mc. Donall say that the said Kirkby at the said time in the said Plaints Mentioned ab Madres aforesaid suffered and permitted the said Anthony Babeck to

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Escape out of his Custody and to go at large wherefore
he would in Manner and Form as to the said Thomas
John Chinnery and John McDouall above thereof
have Complained against him without this that
the said Anthony Babick did Escape from and
out of the said Gaol without the default of the
said Kirkby in Manner and Form as the said Kirkby
hath in his said Plea above alledged — and
this the said Thomas John Chinnery and John
McDouall are ready to verify wherefore they
pray judgment and their said debt together
with their damages by them sustained on
occasion of the premises aforesaid to be
adjudged to them &c.

And the said Kirkby as to the
said Plea of the said Thomas John Chinnery
Filed 26. and John Mac Douall by them above pleaded by way
July 1805 of Reply to the said Plea of the said Kirkby by
him secondly above pleaded in bar says as he
before said that the said Antony Babick did Escape
from and out of the said Gaol without the default
of the said Kirkby in Manner and Form as the said
Kirkby hath in his said Plea above alledged and
of this he the said Kirkby puts himself upon the
Court —

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Chinnery and John Mac Douall as to the said Plea of the said Kirkby by him first above pleaded by way of Rejoinder to the Replication of them the said Thomas Chase John Chinnery and John Mac Douall pleaded to the plea of the said Kirkby secondly above pleaded in bar and whereof the said Kirkby hath by his said Rejoinder put himself upon the Court do the like -

And afterwards in order to the Trial of the issue so as above joined between them a day was given by the Court to the Parties respectively at which day being the Twenty first day of August in the Sittings after the Third Term now last past came the said Thomas Chase, John Chinnery and John Mac-Douall - and also the said Kirkby their and his respective attorneys aforesaid whereupon the Justices of the Court here having heard examined and considered the Allegations of the said Parties respectively concerning the premises and the depositions of the witnesses adduced in this behalf It manifestly appeared to

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Court that the said Kirkby did owe to and detain from the said Thomas Chase John Chinnery and John Mac Donall the Sum of Twenty seven Thousand five Hundred and eighty one Pagodas fifteen Fanams and thirty seven cash (parcel of the said Sum of Eighty Thousand and Seventy eight Star Pagodas Fifteen Fanams and Sixty Cash above demanded) and that the said Kirkby did not owe to or detain from the said Thomas Chase, John Chinnery and John Mac Donall the Sum of Fifty two Thousand four Hundred and Ninety Seven Pagodas and Twenty three Cash (residue of the said Eighty Thousand and Seventy eight Star Pagodas fifteen Fanams and Sixty cash above demanded and upon that the said Thomas Chase John Chinnery and John Mac Donall prayed Judgment and that the said Sum of Twenty Seven Thousand five Hundred and eighty one Pagodas fifteen Fanams and thirty seven cash (parcel &c.) so as aforesaid

found to be owing and detained together with their Costs and Charges by them about their suit in this behalf Expended might be adjudged to them but for as much as the said Kirkby had not within the said third Term now last past a time to shew Cause (if any he had) why Judgment should not be entered against him for the said Sum of Twenty Seven Thousand five Hundred and eighty one Pagodas &c.) and Costs as aforesaid It is further until within the first four days of this Term

And Now at this day (that is to say) on the Seventeenth day of September in this Term Come the said Thomas Chase John Chinnery and John MacDonall by their said Attorney and also the said Kirkby by his said Attorney and the said Kirkby hath not shewn and doth not shew any Cause why such Judgment as aforesaid should

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should not be entered as of Record against him
It is therefore Considered and Adjudged
that the said Thomas Chase John Chinnery
and John Mac Donald do Recover against
the said Kirkby the said sum of Twenty
seven Thousand five Hundred and eighty
one Pagodas fifteen Fanams and thirty
seven Cash (pagodas &c.) and that the
said Kirkby be acquitted of the said
sum of fifty two Thousand four Hundred
and ninety seven Pagodas and Twenty
three Cash (residue &c.) and all damages
by the said Thomas Chase, John Chinnery
and John Mac Donald sustained by occasion
of the detention of the said Eighty Thousand
and Seventy eight Star Pagodas fifteen
fanams and sixty Cash aforesaid demanded
or any part thereof - And it is
Moreover Ordered and Awarded
by the Court that the said Kirkby do

Second Term 1806

Chimery and John Mac Donall for their said
Costs and Charges the Sum of one Star
Pagoda, and let the said Kirkly be
Mercy in Mercy &ca

Supreme Court

Judgment Roll

Second Term 1806.

Section 14.

Second Leum 1806

Second Term 1806

Pleas before the Honble Sir Henry Gwillim, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the second Term in the Year one thousand eight hundred and six —

Fort St. George
Madras } to wit Marthy Sasachelia Brahminy plaintiff in this Cause William Leigh his Attorney against Patchi=palooroo appellant in a Plea of Trover —

Fort St. George
Madras } to wit — The said Patchipalooroo appellant in his place Gilbert Ricketts his Attorney at the Suit of the said Marthy Sasachelia Brahminy in the Plea aforesaid

Fort St. George
Madras } to wit Be it remembered that in the Vacation after the first Term in the Year one thousand eight hundred and six — before the Supreme Court of Judicature at Madras came Marthy Sasachelia Brahminy by William Leigh his Attorney and brought into the said Court then here

Plaints in Trover filed 20. March 1806—

there Lis Certain Plaints againſt Patchipaloosoo applich in a Plea of Trover, and there are Pledges for the Prosecution, to wit, John Doe and Richard Roe which said Plaints follows in these words— Fort St. George to wit Marthy Sasachella Brahmin of Madras by William Light his Attorney Complains of Patchipaloosoo applich an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court. For that Whereas the said Marthy Sasachellia Brahmin heretofore to wit on the Thirteenth day of September in the Year of Christ one Thousand eight hundred and five was possessed of and in a Certain Promissory Note Part in Writing and Part thereof Printed called a Treasury Bill that is to say a Certain Promissory Note Numbered eight thousand seven hundred and Eleven and bearing date the ninth day of September one thousand eight hundred and five whereby the Governor in Council acknowledged for and on behalf of the Honble United Company of Merchants of England trading to the East Indies to pay at their Presidency of Fort Saint George within nine Months

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Period as should be Notified in the Government Gazettee unto Mr. William Linly or bearer the Sum of Pagodas Five Hundred together with Interest at the Rate of one Fanam per Diem for every one Hundred Pagodas which said Promissory Note called a Treasury Bill Still Remains unpaid and unsatisfied to the said Marthy Sasachella Brahmeny being of a large Value to wit of the Value of Five Hundred Pagodas as of his the said Marthy Sasachella Brahmeny's own proper Promissory Note and being so possessed he the said Marthy Sasachella Brahmeny afterwards to wit on the day and Year aforesaid at Madras aforesaid Casually lost the said Promissory Note called a Treasury Bill out of his hands and possession which said Bill of Exchange afterwards to wit on the day and Year aforesaid at Madras aforesaid came into the hands and possession of the said Patchipalaveo appiah who found the same Yes the said Patchipa-=laveo appiah well knowing the said

Promissory Note Called a Treasury Bill to be the Property of and of Right to belong and appertain to the said Marthy Sarachella Braminy Contriving and fraudulently intending to deceive and Defraud the said Marthy Sarachellia Braminy in this behalf Hath not as Yet delivered the said Promissory Note Called a Treasury Bill to the said Marthy Sarachella Braminy altho often Requested so to do but on the Contrary thereof he the said Pakkipa= =kooroo appiah afterwards to wit on the fourteenth day of September at Madras aforesaid Converted and disposed of the said Promissory Note Called a Treasury Bill to his own use to the damage of the said Marthy Sarachella Braminy of one thousand Pagodas and therefore he brings his Suit &c

And afterwards that is to say on the imparlance 28.th day of March in the Year of our Lord one thousand eight hundred and six to wit in the same vacation of the said First Term in the same

Second Term 1806

had leave to imparl to the said Plaint and then
to answer the same came as well the said
Marthy Sasachilia Braminy by his said attorney
as the said Patchipalasseo by Appiah his said attorney
Plea filed 28. March 1806 his said attorney — and the said Patchipalasseo
&c. Appiah Defends the wrong and injury when
the premises above laid to his charge
in Manner and form as the said Marthy
Sasachillia Braminy hath above thereof
complained against him — and this he prays
may be enquired of by the Court —
And the said Marthy Sasachellia
Braminy doth the like —

And afterwards Issue having
been joined between the Parties aforesaid of the
Plea aforesaid a day is given to the Parties to
come before the Court for the Trial of the
same Issue Joined — on which day being the fifth
day of April in this Second Term 1806 comes
as well the said Marthy Sasachellia Braminy
as the said Patchipalasseo Appiah by their
respective Attornies aforesaid and the

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of this Court having examined and considered the several Allegations of the said Parties and the Depositions of witnesses produced by them respectively of and upon the Matters in question between them were about to give Judgment and Sentence according to Justice and Right Whereupon the said Marthy Sasachellia Braminy departed the Court and although Solemnly called came not again but made default Nor did he further prosecute his said Plaint against the said Patchiapa Judgment of Nonsuit signed for the Defendt the 2d day of May 1806 - Caseaa appeah - Therefore it is Considered that the said Marthy Sasachelia Braminy take Nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c and that the said Patchiapa Caseaa appeah go thereof without day - and it is also Considered by the Court that the said Patchiapa Caseaa appeah do Recover against the said Marthy Sasachelia Braminy Ninety

Second Term 1806

Costs and Charges laid and by him about his
defence in this behalf by the Court here adjudged
to the said Patchipalaosas appiah and with his
assent according to the form of the Statute in
such Case Made and provided and Has the
said Patchipalaosas appiah have Execution
thereof &c

No. 33

Pleas before the Hon^ble Sir Henry Gwillim Knight one of the 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 six

Fort St. George, Madras } Comba Kistnamah Chitty puts in his place William Light his attorney against Thomas Chase John Chinnery John Mc Donall and Edward Watts in a Plea of Trespass on the Case -

Fort St. George, Madras } The said Thomas Chase, John Chinnery, John Mc Donall and Edward Watts puts in their place Daniel Neal their attorney at the Suits of the said Comba Kistnamah Chitty in the Plea aforesaid -

Fort St. George, Madras } 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 Comba Kistnamah Chitty by William Light his attorney and brought into the said Court then there his certain Plaint against Thomas Chase, John Chinnery John Mc Donall and Edward Watts 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 following in these words

Kistnamah Chitty by William Light his attorney Complains of Thomas Chase John Chinnery John Mac Douall and Edward Watts British Subjects of Madras, and as such Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case - For that Whereas at the several and respective times herein after mentioned the said Thomas, John Chinnery, John Mc Douall and Edward were partners and joint dealers in Trade and Commerce using the name Title description and Firm of Chase Chinnery Mc Douall and Co at Madras aforesaid and the said Thomas, John Chinnery John Mc Douall and Edward being such partners and joint dealers the said John Chinnery on the second day of May in the year of our Lord one thousand eight hundred and five made his certain Note in writing Commonly called a promissory Note his own proper hand being thereunto subscribed bearing date the day and year aforesaid and thereby for himself and his said partners promised to pay to the said Comba Kistnamah Chitty by the Name of Kistnamah Chitty or Order one Month after the date of the said Note the Sum of Two thousand two hundred and fifty Pagodas for Value Received and then and there delivered the said Note to the said Comba Kistnamah Chitty whereby and by reason of which said several premises and by force of the Statute in such Case made and provided the said Thomas, John Chinnery, John Mc Douall and

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Edward become liable to pay to the said Comba Kistnamah
Chitty the said Sum of Money in the said Note Specified
according to the Tenor and Effect of the said Note and
being so liable they the said Thomas John Chinnery, John
Mc Donall and Edward in Consideration thereof
afterwards to wit on the same day and Year aforesaid
at Madras aforesaid undertook and faithfully promised
the said Comba Kistnamah Chitty 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
afterwards to wit on the same day and Year aforesaid
at Madras aforesaid the said Thomas John Chinnery
John Mc Donall and Edward were Partners and
dealers together under the Name stile and Firm of Chinnery
Chinnery Mc Donall and Co and the said Thomas John Chinnery
John Mc Donall and Edward being such partners and
dealers together, the said Edward on the Twenty eighth
day of June in the Year one thousand eight hundred
and five Made his Certain Note in writing Commonly
called a Promissory Note his own proper hand being
thereunto subscribed bearing date the day and year
last aforesaid and thereby for himself and his said
partners promised to pay to the said Comba Kistnamah
Chitty by the Name of Kistnamah Chitty or order two
Months after date the Sum of Three thousand and
eight hundred Star Pagodas with Interest at

Second Term 1806

then and there delivered the said Note to the said Comba Kistnamah Chitty whereby and by reason of which said several promises and by force of the Statute in such Case Made and Provided the said Thomas, John Chinnery, John Mc Dowall and Edward became liable to pay to the said Comba Kistnamah Chitty the said sum of Money in the said Last mentioned Note Specified according to the Tenor and Effect of the said Note - And Whereas the said Thomas, John Chinnery John Mc Dowall and Edward afterwards to wit on the Twenty first day of January in the Year one Thousand eight hundred and Six at Madras aforesaid was indebted unto the said Comba Kistnamah Chitty in the Sum of Twelve Thousand Star Pagodas of Lawful Currens Money of Madras aforesaid for so much Money by the said Comba Kistnamah Chitty before Time lent and advanced to the said Thomas

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John Chinnery, John Mc Donall and Edward and at their Special Instance and Request and being so indebted they the said Thomas, John Chinnery John Mc Donall and Edward 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 Comba Kistnamah Chitty to pay him the said last Mentioned Sum of Money when they the said Thomas John Chinnery, John Mc Donall and Edward should be thereto Requested - And Whereas also the said Thomas, John Chinnery John Mc Donall and Edward afterwards to wit on the same day and Year last aforesaid at Madras aforesaid were indebted to the said Comba Kistnamah Chitty in the further Sum of Twelve Thousand Star Pagodas of like Money for so much Money by the said Thomas John Chinnery, John Mc Donall and Edward before that time had and received to and for the Use of the said Comba Kistnamah Chitty and being so indebted they the said Thomas John Chinnery John Mc Donall and Edward

on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Combea Kishnamah Chitty to pay him the said Cautioned Sum of Money Whenever afterwards they the said Thomas, John Chinnery, John Mc. Donall and Edward should be thereto required - And Whereas also the said Thomas, John Chinnery John Mc. Donall and Edward afterwards to wit on the same day and year last aforesaid at Madras aforesaid, accounted with the said Combea Kishnamah Chitty of and Concerning divers other Sums of Money from the said Thomas, John Chinnery, John Mc. Donall and Edward to the said Combea Kishnamah Chitty before that time due and owing and then in arrear and unpaid, and upon that Account the said Thomas, John Chinnery, John Mc. Donall and Edward were then and there found to be in arrear and indebted to the said Combea Kishnamah Chitty in the further Sum of Twelve Thousand Star Pagodas of like Money and being so found in arrear and indebted they the said Thomas, John Chinnery, John Mc. Donall and Edward 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

the said Comba Kistnamah Chitty to pay him the said
last Mentioned Sum of Money whenever afterwards
they the said Thomas John Chinnery, John McDowall
and Edward should be thereto Requested Yet he
said Thomas John Chinnery John McDowall and
Edward 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 Comba Kistnamah Chitty in this
Respect, have not nor hath either of them yet
paid the said Several Sums of Money or any
part thereof to the said Comba Kistnamah
Chitty (altho' the said Thomas John Chinnery John
McDowall and Edward afterwards to wit on
the same day and year last aforesaid and
oftentimes afterwards at Madras aforesaid
were Requested by the said Comba Kistnamah
Chitty to pay him the same) but the said Thomas
John Chinnery John McDowall and Edward
to pay the same or any part thereof have hitherto
altogether Refused, and Still do Refuse to
the Damage of the said Comba Kistnamah Chitty
(Two Thousand Pagodas, and therefore

Second Term 1806

Cognovit filed 5th April 1806 –

he Lieings his Suit and so forth –

And the said Thomas Chase, John Chinnery, John McDowall and Edward Watts by Daniel Neale their attorney come and defend the wrong and injury when &c and say that they Cannot deny the action of the said Combah Kistnamah Chitty but that they the said Thomas Chase John Chinnery John McDowall and Edward Watts did undertake and promise in Manner and form as the said Combah Kistnamah Chitty hath above thereof Complained against them and that the said Combah Kistnamah Chitty 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 Two thousand four hundred and Thirty four Pagodas Forty one Fanams and Four Cash as by the said Declaration as above Supposed and thereupon the said Combah Kistnamah Chitty prays Judgment and his Damages so acknowledged together with his Costs and Charges by him about his Suit in this behalf Expended to be adjudged to him &c

Therefore it is Considered that the said Combah Kistnamah Chitty do Recover against the said Thomas Chase John Chinnery John McDowall and Edward Watts his Damages aforesaid of Two thousand four

Judgment signed for the Plaintiff the 6th day of May 1806 –

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and Thirty four Pagodas Forty one Fanams and four Cash in form aforesaid acknowledged and also one Hundred and fifty Pagodas and Sixteen Fanams for his said Costs and Charges by the Court now here adjudged to the said Comleah Kistnama Chitty and with his assent which said Damages Costs and Charges in the Whole amount to Two Thousand five Hundred and eighty five Pagodas Thirteen Fanams and four cash - And the said Thomas Chase John Chenney John M.c Dowall and Edward Watts in Mercy &c

Mercy

And thereupon the said Comba Kistnama Chitty by William Light 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 Goods Lands, debts and other Effects which belong to the said Thomas Chase, John Chenney John M.c Dowall and Edward Watts the Sum of Two Thousand five Hundred and eighty five Pagodas Thirteen Fanams and four cash - and it is granted unto him returnable here on the 12.th Day of June next -

Writ of Fieri facias 12.th May 1806 -

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No 3/

Second Term 1806

Please before the Honble Sir Henry Guillim Knight one of the Justices of His Majestys Supreme Court of Judicature at Madras of the Second Term in the year one thousand eight hundred and six

Madras to wit } Pallecondah Chitty puts in his place William Light his attorney against Annausawmy Iyangar and Sawmy Pillay in a Plea of Trespass on the Case —

Madras to wit } The said Annausawmy Iyangar and Sawmy Pillay put in their place James Sutherland their attorney against the said Pallecondah Chitty in the Plea aforesaid.

Madras to wit } Be it remembered that in the Second Term in the year one thousand eight hundred and six — Before the Supreme Court of Judicature at Madras came Pallecondah Chitty by William Light his attorney and brought into the said Court then there his Certain Plaint against Annausawmy Iyangar and Sawmy Pillay 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 followes

Plaint in assumpsit filed 7th April

in these words that is to say — Madras to wit

Complains of Annausawmy Iyangar and Sawmy Pillay both Inhabitants of Madras and as such Subjects to the Jurisdiction of this Honble Court. For that Whereas heretofore to wit on the First day of August in the year one thousand eight hundred and five at Madras aforesaid the said Annausawmy Iyangar and Sawmy Pillay by their Certain Note in writing in the Malabar Language according to the Custom of such Natives commonly called a Promissory Note the date whereof is the same day and year aforesaid acknowledged to have borrowed and received of him the said Pallicondah Chitty the sum of Five hundred and eighty Star Pagodas Current of Madras which sum they the said Annausawmy Iyangar and Sawmy Pillay did thereby engage to repay on or before the Tenth December then next ensuing with all such Interest as should or might become due thereon at the rate of Twelve per Cent per annum by Reason whereof and by force of the Custom and Laws of such Natives they the said Annausawmy Iyangar and Sawmy Pillay became liable to pay to the said Pallicondah Chitty the said Sum of Money on the said Note specified according to the tenor and effect of the said Note and being so liable they the said Annausawmy

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and Sawmy 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 Pallicondah Chitty 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 Annaswamy Iyangar and Sawmy Pillay afterwards to wit on the same day and Year aforesaid at Madras aforesaid were indebted to the said Pallicondah Chitty in other Five Hundred and Sixty Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Pallicondah Chitty before that time lent and advanced to the said Annaswamy Iyangar and Sawmy Pillay at their Special Instance and Request and being so indebted they the said Annaswamy Iyangar and Sawmy 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 Pallicondah Chitty to pay him the last Mentioned Sum of Money when they the said Annaswamy Iyanger and Sawmy Pillay should be thereto afterwards Requested — And Whereas also the said Annaswamy Iyangar and Sawmy Pillay

aforesaid at Madras aforesaid were indebted to the said Pallicondah Chitty in Nine Five hundred and Sixty Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Annasawmy Iyangar and Sawmy Pillay before that time had and received to and for the use of the said Pallicondah Chitty and being so indebted they the said Annasawmy Iyangar and Sawmy 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 Pallicondah Chitty to pay him the said last mentioned Sum of Money when they the said Annasawmy Iyangar and Sawmy Pillay should be thereto afterwards Requested And Whereas also the said Annasawmy Iyangar and Sawmy Pillay afterwards to wit on the same Day and Year aforesaid at Madras aforesaid accounted with the said Pallicondah Chitty of and Concerning divers other sums of Money before that time due and Owing from the said Annasawmy Iyangar and Sawmy Pillay to the said Pallicondah Chitty and then being in arrear and unpaid upon which said account they the said Annasawmy Iyangar and Sawmy Pillay were then and there found in arrear and indebted to the said Pallicondah Chitty in another large Sum of Money to wit the Sum of Nine Five hundred and Sixty Star Pagodas of like Current

No. 35.

Mo

Supreme Court

Judgment Roll

Second Term 1806.

Section 15

Money of Madras aforesaid and being so indebted they the said Annasawmy Iyangar and Sawmy 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 Pallicondah Chitty to pay him the said Last Mentioned Sum of Money when they the said Annasawmy Iyangar and Sawmy Pillay should be thereto afterwards Requested Yet the said Annasawmy Iyangar and Sawmy Pillay not Regarding the said Several promise and undertakings so Made by them in this behalf as aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Pallecondah Chitty in this behalf have not yet paid the said Several Sums of Money or any part thereof to the said Pallicondah Chitty altho' so to do they they said Annausawmy Iyangar and Sawmy Pillay were often Requested but have they to do this Last Likewise wholly Refused and Still do Refuse to the Damage of the said Pallicondah Chitty of Five hundred and Sixty Star Pagodas and therefore he brings Suit &c

Cognovit

And the said Annausawmy Iyangar and

&c. and say that they cannot deny the action of the said Pallicondah Chitty but that they the said Annausawmy Lyangar and Sawmy Pillay did Undertake and promise in Manner and form as the said Pallicondah Chitty hath above thereof Complained against them and that the said Pallicondah Chitty hath Sustained damage on occasion of the not performing of the said several promises and Undertaking in the said declaration mentioned to the Sum of Three hundred and three Pagodas and fifteen Fanams as by the said Declaration is above supposed and thereupon the said Pallicondah Chitty prays Judgment and his damages so acknowledged together with his Costs and Charges by him about his Suit in this behalf Expended to be adjudged to him &c. Therefore it is Considered that the said Pallicondah Chitty do recover against the said Annausawmy Lyangar and Sawmy Pillay his damages aforesaid of Three hundred and three Pagodas and fifteen Fanams in form aforesaid acknowledged and also Seventy nine Pagodas and four Fanams for his said Costs and Charges by the Court now here adjudged to the said Pallicondah Chitty and with his assent which said Damages Costs &

Judgment signed 13th May 1806 for the Plaintiff

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Charges in the Whole amount to three hundred and
Eighty two Pagodas and Nineteen Fanams and he
said Annaswamy Iyangar and Swamy Pillay
Mercy in Mercy &c

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Second Term 1806

Pleas before the Honble Sir Henry Guillem Knights one of the Justices of His Majestys Supreme Courts of Judicature at Madras of the Second Term in the Year one thousand eight hundred and six -

Madras } Hoormajee Boolgee puts in his place Daniel Neale
to wit - } his attorney against James Powis in a Plea of Trespass
on the Case -

Madras } The said James Powis puts in his place James Sutherland
to wit - } his attorney at the Suits of the said Hoormajee Boolgee
in the Plea aforesaid -

Madras } Be it Remembered that as of the first Term in the year
to wit - } of Christ one thousand eight hundred and six Before the
Supreme Courts of Judicature at Madras came Hoormajee Boolgee
by Daniel Neale his attorney and brought into the said
Courts then there his certain Plaint against James Powis
in a Plea of Trespass on the Case and there are
pledges to prosecute to wit John Doe and Richard
Roe which said Plaint follows in these words
that is to say - Madras to wit Hoormajee Boolgee

Plaint in
assumpsit
filed 6th March
1806 -

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a Parsee Inhabitant of Madras by Daniel Neale
his Attorney Complains of James Pamis a British
Subject and as such a Person Subject to the Juris=
-diction of this Honble Court For that Whereas
heretofore to wit on the Eleventh day of February
which was in the Year of our Lord one Thousand
eight Hundred and five at Madras the said James
made his Certain Note in Writing Commonly Called
a Promissory Note his own proper hand being thereunto
subscribed and bearing date the day and Year aforesaid
and then and there delivered the said Note to the said
Hoormajee Edulgee By which said Note the said James
two Months after the date thereof promised to pay to the
said Hoormajee Edulgee or Order the Sum of Four
Hundred and fifty seven Pagodas and Twenty
two Fanams for Value received By Means whereof and
by force of the Statute in such Case made and provided
the said James became liable to pay to the said Hoormajee
Edulgee 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 James in
Consideration thereof afterwards to wit on the day
and Year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Hoormajee

Second Term 1806

Note Specified according to the tenor and Effect of the said Note
And Whereas the said James afterwards to wit on the
first day of February in the Year of Christ one
Thousand Eight Hundred and Six at Madras aforesaid
accounted with the said Hoormajee Eduljee of and
Concerning divers other sums of Money before that
time due and Owing from the said James to the said
Hoormajee Edulgee and then being in arrear and unpaid
and upon that accounting the said James was then
and there found to be in arrear and indebted to the
said Hoormajee Edulgee in the sum of Eight Hundred
Star Pagodas of the Current Money of Madras and being
so found in arrear and indebted the said James
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 Hoormajee Edulgee to pay him the said
last Mentioned Sum of Money when he the said
James should be thereto afterwards Requested
Yet the said James not Regarding his said
several promises and Undertakings so by
him in Manner and form aforesaid made but
Continuing and fraudulently intending Craftily
and Subtilly to deceive and defraud the said

Hoormajee Eduljee in his behalf hath yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Hoormajee Eduljee although so to do the said James was requested by the said Hoormajee Eduljee 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 Hoormajee Eduljee the said James hath hitherto wholly refused and still doth refuse To the damage of the said Hoormajee Eduljee of Eight hundred Star Pagodas and thereupon he brings his Suit &c.

And the said James having had leave to Cognovit filed imparl to the said Plaint of the said Hoormajee Eduljee 14th May 1806 until the first day of May after this Term as well the said Hoormajee Eduljee by his said attorney as the said James by James Sutherland his attorney to come before the Court here and the said James Defends the wrong and injury when &c and says that he Cannot deny the said action of the said Hoormajee Eduljee nor but that he the said James did undertake and promise in manner and form as the said Hoormajee Eduljee hath above thereof

Second Term 1806

Hoormajee Eduljee hath sustained damages by Occasion of the Nonperformance of those promises and undertakings to the sum of Five hundred and Sixteen Pagodas and thirty two fanams over and besides his Costs and Charges by him about his suit in this behalf Expended - And Whereupon the said Hoormajee Eduljee prays Judgment and has his damages as Confessed together with his said Costs and Charges may be adjudged to him &c. It is therefore Considered and adjudged that the said Hoormajee Edulgee Recover against the said James his damages aforesaid to the said Sum of Five hundred and Sixteen Pagodas and Thirty two fanams and has the said James do pay unto the said Hoormajee Edulgee for his said Costs and Charges the Sum of Fifty Nine Pagodas and forty fanams (which said damages Costs and Charges amounts together to the Sum of Five hundred and Seventy Six Pagodas and Twenty eights fanams) and has the said James be in Mercy &c.

Judgment signed for the Plaintiff the 14th. day of May 1806.

Mercy

And Whereupon the said Hoormajee Edulgee by Daniel Neal his atto

No 3

prays the 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 James in Satisfaction of his
Dames - the Sum of Five hundred and Seventy six
Pagodas and Twenty eight Fanams - and this
granted unto him Returnable here on the 2d.
day of May instant -

Writ of
Cad Satis
faciendum issued
the 14th. May 1806

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Pleas before the Honble Sir Henry Guillim, Knight, one of the 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 six -

Madras to wit } Vejaya Rungan and Iyah Infants under the age of Seventeen years sons and Successors to the Estate of Mahaly Annaxawmy Moodelly deceased by Manaly Tambuyapah Moodelly their next friend Just in Her place Daniel Neal their Attorney against Paulem Yagapah Chitty and Mukiah Chitty in a Plea of Debt -

Madras to wit } The said Paulem Yagapah Chitty and Mukiah Chitty in person at the Suit of the said Vijaya Rungan and Iyah Infants, son and Successors as aforesaid in the Plea aforesaid —

Madras to wit } Be it Remembered that on the thirteenth day of February as of the First Term in the Year of Christ one thousand eight hundred and six Before the Supreme Court of Judicature at Madras came

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Vijaya

Vejaya Rungan and Iyah Infants under the age
of Seventeen Years and Sons and Succeſsors accord
- ing to the Laws of the Hindoos to the State, Goods
Chattles and Credits which were at the time of his
death of Manaly a Innavanny Maadelliar deceasd
who was at the time of his death a Hindoo
Inhabitant of Madras, by Manaly Lambeyapah
Maadelly their next friend (who is admitted
by the Court of our Lord the King here to
prosecute for the said Vejaye Rungan and Iyah
in this behalf) and brought into the said
Court then here his Certain Plaint against
Paulem Yagapah Chitty in a Plea of Debt
and there are Pledges to prosecute, to wit John
Doe and Richard Roe which said Plaint
following in these words that is to say — Madras
to wit Vejaya Runga and Iyah Infants
under the age of Seventeen Years and Sons
and Succeſsors according to the Laws of the
Hindoos to the State, Goods, Chattels
and Credits which were at the time of

Plaintiff debt
feld 13th Febry
1806

Second Term 1806

his death of Manaly Annasawmy Modelliar deceased
who was at the time of his death a Hindoo
Inhabitant of Madras by Manaly Tombuyapah
Modelly their Next Friend (who is admitted by
the Court of our Lord the King hereto prosecute
for the said Vejaya Runga and Iyah in this behalf)
Complain of Paulem Yagapah Chitty and Mutiah Chitty
Hindoo Inhabitants of Madras and as such Persons
Subject to the Jurisdiction of this Hon"ble Court of
Pleas that they render to the said Vejaya Rungan
and Iyah as Successors as aforesaid Three thousand
and Nine hundred Star Pagodas of the Current Money
of Madras which they unjustly detain from the said
Vejaya Rangan and Iyah - For that Whereas
the said Paulem Yagapah Chitty and Mutiah Chitty
heretofore to wit on the fifth day of October which
was in the Year of Christ one Thousand eight hundred
and one at Madras by their Certain writing obligatory
Sealed with the Seal of them Respectively and to the Court now
here Shewn the date whereof is the day and Year aforesaid
acknowledged themselves to be held and firmly bound to the said
Manaly Annasawmy Modelliar in his life time in the
said Three Thousand and Nine hundred Star Pagodas
to be paid to the said Manaly Annasawmy Modelliar
when they the said Paulem Yagapah Chitty and

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Mutiah

Mudiah Chitty should be thereto afterwards Requested
yet the said Paulem Yagapah Chitty and Mudiah
Chitty (although often Requested &c) did not nor
did either of them at any time in the Life time of the
said Manaly Annasawmy Mudelliar pay to the
said Manaly Annasawmy Mudelliar and have
not nor hath either of them at any time since the
death of the said Manaly Annasawmy Mudelliar
either paid to the said Vejaya Rungan and Lyah
as Succesors as aforesaid or to either of them the
said three thousand and Nine hundred Star
Pagodas above demanded or any part thereof
but to pay the same or any part thereof to
the said Manaly Annasawmy Mudelliar in his
life time or to the said Vejaya Runga and Lyah
as Succesors as aforesaid since his death the
said Paulem Yagapah Chitty and Mudiah Chitty
have and each of them hath wholly refused
and still do and each of them doth refuse
to pay the same to the said Vejaya Runga and
Lyah To the damage of the said Vejaya
Runga and Lyah as Succesors aforesaid

of one Hundred Star Pagodas and therefore they being their Suits &c

Tried Ex parte

And the said Paulem Yagapah Chitty and Muttiah Chitty not having been found within the Jurisdiction of this Court and day having been given unto them by Proclamation in open Court at three several times made until the fifth day of April in this Term for their appearance to the said Plains of the said Vijaya Rungan and Lyah and the said Paulem Yagapah Chitty and Muttiah Chitty respectively not having appeared thereto order was made by the Justices of the Court for the trial Ex parte of the said Plains and Suit of the said Vijaya Rungan and Lyah on the seventh day of April in this term- on which day last Mentioned came the said Vijaya Rungan and Lyah by their next friend aforesaid and the said Justices having heard Examined and Considered the said Plains and cause of action of the said Vijaya Rungan and Lyah and their allegations in his behalf and the depositions of the Witnesses adduced by them in

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Them in Suppons Thereof did pronounce and adjudge that the said Writing obligatory in the Libel Plains of the said Vejaya Rungan and Iyah Mentioned is the Deed of the said Paulem Yagapah Chitty and Muttiah Chitty and that the said Paulem Yagapah Chitty and Muttiah Chitty do detain from the said Vejaya and Rungan the said Sum of Three Thousand and nine Hundred Pagodas by the said Plains demanded in Manner and form as the said Vejaya Rungan and Iyah have above thereof Complained against them-

And Now at this day come the said Vejaya Rungan and Iyah by their Proctor Friend aforesaid and allege and Manifest to the Court here that the said Paulem Yagapah Chitty and Muttiah Chitty have not nor hath either of them shewn any Cause why such Judgment as aforesaid should not be entered against them It is therefore Considered by the Justices of the Court here that the said Vejaya Rungan and Iyah do recover against the said Paulem Yagapah Chitty and Muttiah Chitty their said Debts and the said

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

Secon Term 1806

the said Paulem Yagapah Chitty and Muttiah Chitty do pay unto the said Vijaya Rungan and Lyah as well for the damages Sustained by them by occasion of the detention of the said debts as for their costs and charges laid out by them about their suits in this Court the Sum of one hundred and Sixty nine Pagoda and twenty eight fanams and the said Paulem Yagapah Chitty and Muttiah Chitty be in mercy &ca

mercy

And thereupon the said Vijaya Rungan and Lyah infants by their next friend and aforesaid, and by Daniel Neal their attorney pray the 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 Goods, Lands, Debts and other Effects which belong to the said Paulian Yagapah Chitty and Muttiah Chitty the Sum of three thousand one hundred and ninety Six Pagodas thirty fanams and twenty Cash- and this granted unto them returnable here on the 16th day of June next

Writs of Fiere Facias issued the 16th day of May 1806.

Second Term 1806

Second Term 1806

Pleas before the Hon^ble Sir Henry Gwillim Knight one of the 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 Six—

Fort St. George } Beemah Beeby the widow and Adam Saib the Brother
Madras } and Personal Representatives of Maulmeyaur Mastry deceased
put in their place Gilbert Ricketts their attorney against
Uppoo Meerah the Son and Personal Representatives
of Cappana Marah Coovane Mastry in a plea of Trespass on the case

Fort St. George } The said Uppoo Meerah the Son and Personal Repre-
Madras } sentatives of Cappana Marah Coovane Mastry in person at the
suit of the said Beemah Beeby the Widow and Adam Saib
the Brother and Personal Representatives of Maulmeyaur
Mastry deceased in the Plea aforesaid—

Fort St. George } Be it remembered that as of the Fourth Term in the Year
Madras } of Christ one thousand eight hundred and five Before
the Supreme Court of Judicature at Madras came Beemah
Beeby the Widow and Adam Saib the Brother and
Personal Representatives of Maulmeyaur Mastry
deceased by Gilbert Ricketts their Attorney and brought

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brought into the said Court then there for certain Plains against Appoo Meerah the Son and personal Representative of Cassana Meerah Vooeane Mastry 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 Plains followes in these words, that is to say, South Saint George Madras ss Beemah Beeby the Widow and Adam Saib the Brother and personal Representatives (according to the Laws and Customs of the Mahommedans) of Maulmeyaur Mastry deceased who was in his life time a Mahommedan Inhabitant of Madras by Gillies Ricketts their Attorney Complain of Appoo Meerah the Son and personal Representative of Cassana Meerah Vooeane Mastry late also a Mahommedan Inhabitant of Madras aforesaid deceased according to the like laws and Customs of the Mahommedans and having as such personal Representative Administered and taken possession of the Estate and Effects which were of the said Cassana Meerah Vooeane Mastry deceased at the time of his death and the said Appoo Meerah being also a Mahommedan Inhabitant

Plaintiffs Summons filed 25th Novr 1805

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1. 1

of Madras aforesaid and as such Subject to the Juris=
=diction of this Honble Court - For that whereas the
said Cappana Marah Vaccane Mastry heretofore
in his life time to wit on the second Poorattassy
of Palaumga Year of the Hindoos Corresponding with the
Twelfth day of September in the Year of Christ one
thousand Seven hundred and eighty Seven at Madras
aforesaid according to the Laws and Customs of the Mahom
=medans Made and Signed his Certain Note in writing
in the Malabar Language bearing date the day and year
aforesaid and then and there Delivered the said Note
to the said Maulmeyaur Mastry deceased in his
life time whereby the said Cappana Meerah Vaccane
Mastry by the Name and description of Cappana Meerah
Vaccane Mastry of Madras aforesaid acknowledged
that in Consequence of his Urgent occasion he had
borrowed and received of the said Maulmeyaur Mastry
by the Name and description of Maulmeyaur Mastry
Son of Sahe Pareedoo Mastry of Colaumaeenaur Cash
of the same place the Sum of one hundred and Twenty
four Star Pagodas Current Money of Madras
which Sum he the said Cappana Meerah Vaccane
Mastry did thereby engage to repay him the said
Maulmeyaur Mastry on or before the fifteenth

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Caverlega

Supreme Court

Second Term 1806

Judgment Roll

Section 16th

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16

Caurdega or Twenty fifth November then Next ensuing
In default of which the said Maulmeyaur Mastry
was thereby Empowered to prosecute in the Court and
Recover the Principal with all such Interest as
should or might become due thereon at the Rate
of Twelve per Cent By Means whereof and by
force of the Laws and Customs of the Mahommedans
the said Cappana Meerah Vaosane Mastry in
his life time became liable to pay to the said
Maulmayaur Mastry the said Sum of one
Hundred and Twenty four Star Pagodas and
Interest in the said Note Mentioned according
to the Tenor and Effect of the said Note And
being so liable he the said Cappana Meerah
Vaosane Mastry in Consideration thereof afterwards
to wit on the same day and year first aforesaid at
Madras aforesaid undertook and then and there faithfully
promised the said Maulmeyaur Mastry in his life time
to pay him the said Sum of one Hundred and twenty
four Star Pagodas and Interest in the said Note
Mentioned According to the Tenor and Effect of the
said Note - And Whereas also the said Cappana
Meerah Vaosane Mastry in his life time afterwards
to wit on the first day of February in the Year one

aforesaid was indebted to the said Maulmeyar Mastry in his life time in the Sum of Five hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Maulmeyaur Mastry in his life time before that time lent and advanced to the said Cappana Meerah Voosane Mastry and at his Special instance and Request and being so indebted he the said Cappana Meerah Voosane Mastry in consideration thereof in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Maulmeyaur Mastry in his life time to pay him the said last Mentioned Sum of Money when he the said Cappana Meerah Voosane Mastry should be thereunto afterwards Requested- and Whereas also the said Cappana Meerah Voosane Mastry in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Maulmeyaur Mastry in his life time in the further Sum of Five hundred Star Pagodas of like Current Money for so much Money by the said Maulmeyaur Mastry in his life time before that time laid out Expended and paid for the said Cappana Meerah Voosane Mastry

Special instance and Request - And being so indebted
he the said Cappana Meerah Vaosane Mastry in Consi-
=deration thereof in his life time afterwards to wit on
the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Maulmeyaur Mastry in his life
time to pay him the said last mentioned Sum of
Money when he the said Cappana Meerah Vaosane
Mastry should be thereunto afterwards Requested
and Whereas also the said Cappana Meerah
Vaosane Mastry in his life time afterwards to wit on the
same day and year last aforesaid at Madras aforesaid
accounted with the said Maulmeyaur Mastry in his
life time of and Concerning divers other Sums of
Money before that time due and Owing from the said
Cappana Meerah Vaosane Mastry to the said
Maulmeyaur Mastry and then being in arrear and
unpaid - and upon that accounting the said Cappana
Meerah Vaosane Mastry was then and there found
to be in arrear and indebted to the said Maulmeyaur
Mastry in his life time in the further sum of five
hundred Star Pagodas of like Current Money and
being so found in arrear and indebted he the said
Cappana Meerah Vaosane Mastry in Consideration
thereof in his life time afterwards to wit on the same
day and year last aforesaid at Madras aforesaid

Second Term 1806

Said Maulmeyaur Mastry in his life time to pay him the said Cass Mentioned Sum of Money when he the said Cappana Murah Voorane Mastry should be thereunto afterwards Requested Yet the said Cappana Meerah Voorane Mastry in his life time the said appas marah personal Representatives as aforesaid since his death Not Regarding the said several promises and undertakings of the said Cappana Meerah Voorane Mastry so by him made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Maulmeyaur Mastry in his life time and the said Beemah Beeby and adam Saib personal Representatives as aforesaid since his death in their 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 he the said Cappana Murah Voorane Mastry in his life time to wit on the same day and year last aforesaid at Madras aforesaid was Requested by the said Maulmeyaur Mastry in his life time and after the death of the said Maulmeyaur Mastry and Cappana Meerah Voorane Mastry Respectively to wit on the Twenty third day of January in the Year one Thousand seven hundred and ninety one and often times both before and afterwards at

aforesaid the said Uppoo Meerah as son and personal
representative as aforesaid was requested by the said
Beemah Beeby and Adam Saib as such personal
representatives of the said Maulmeyaur Mastry Bux
the said Cappana Meerah Moocane Mastry in his life
time and the said Uppoo Meerah since his decease
to pay the same several Sums of Money or any of
them or any part thereof to the said Maulmeyaur
Mastry in his life time or to the said Beemah Beeby
and Adam Saib personal Representatives as
aforesaid since the death of the said Maulmeyaur
Mastry have altogether refused and the said Uppoo
Meerah to pay the same to the said Beemah
Beeby and Adam Saib personal Representatives
as aforesaid Still doth refuse To the Damage
of the said Beemah Beeby and Adam Saib
personal Representatives as aforesaid of Five
Hundred Star Pagodas and therefore they bring
Suit &c.

And Now in this Second Term in the Year one
Thousand Eight Hundred and Six that is to say on the
Seventh day of April until which day was given
as well to the said Beemah Beeby and Adam Saib

Premises come the said Beemah Beeby and Adam
Saib by their attorney aforesaid and the said Uppoo
Meerah although Solemnly demanded Came not
nor did he say any thing in bar or Preclusion of
the said action of the said Beemah Beeby and Adam
Saib whereby the said Beemah Beeby and Adam
Saib remain therein undefended against the said
Uppoo Meerah Whereupon the Justices of the Court
here having Examined and Considered the Several
allegations of the said Beemah Beeby and Adam Saib
and the deposition of witnesses adduced by them in
Support thereof do find and pronounce that the said
Cappana Meerah Vaasane Mastry deceased did
in his life time undertake and promise in Manner and
form as the said Beemah Beeby and Adam Saib have
above thereof Complained against the said Uppoo Meerah
and they assess the damages of the said Beemah Beeby
and Adam Saib on Occasion of the non performance
of the said Several promises and undertakings
over and above their Costs and Charges by them about
their Suit in this behalf Expended to Three hundred
and Ninety Six Pagodas forty two Fanams and
twenty Cash and for those Costs and Charges to
Two hundred and Sixteen Pagodas and

Judgment entered for the Plaintiff the 17th day of May 1806 -

Fanams - Therefore it is Considered that the said Beemah Beeby and Adam Said personal Representatives as aforesaid do Recover against the said Uppoo Meerah Personal Representative as aforesaid the said Sum of Three Hundred and Ninety Six Pagodas Forty two Fanams and Twenty Cash for their damages in form aforesaid assessed and the Sum of Two Hundred and Sixteen Pagodas and Forty one Fanams for their Costs and Charges by them about their Suit in this behalf Expended which said damages, Costs and Charges in the whole amounts to Six Hundred and Thirteen Pagodas Thirty Nine Fanams and Twenty Cash to be levied of the Goods and Chattels which were of the said Cappana Meerah Vaccane Mastry deceased at the time of his death in the hands of the said Uppoo Meerah 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 Two Hundred and Sixteen Pagodas and Forty one Fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid to be

Mercy the said Uppoo Meerah and the said Uppoo Marah in Mercy —

And Thereupon the said Beemah Beemy and Adam Saib personal Representatives of the said Maubmeyaun Mastry deceased by Gilbert Ricketts their attorney prays the 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 Goods, Lands, debts and other Effects which were of the said Cappana Meerah Maycane Mastry deceased at the time of his death in the Lands of the said Uppoo Meerah as personal Representatives of aforesaid, " " " " " " " " " the Sum of Six hundred and Thirteen Pagodas Thirty nine fanams and Twenty Cash, 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 Two hundred and Sixteen Pagodas and forty one 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 Uppoo Meerah — and it is granted unto them returnable here on the 31st. May instant —

Writ of fiere facias issued the 17th. May 1806

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Second Term 1806

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Second Term 1806

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 Second Term
in the Year of our Lord one thousand
eight hundred and six

Fort St. George
Madras ss } Sheooram Bauraojah puts in his place Charles
Walkers and James Sutherland his attornies
against Peter Alexander, Samuel Britain and
Richard Alexander in a Plea of Trespass on the
Case -

Fort St. George
Madras ss } The said Peter Alexander, Samuel Britain and
Richard Alexander put in their place Robert Orme their
attorney at the Suits of the said Sheooram Bauraojah
in the Plea aforesaid -

Fort St. George
Madras } Be it Remembered that in the Vacation of the
Third Term in the Year one thousand eight hundred
and four, Before the Supreme Court of Judicature
at Madras came Sheooram Bauraojah by
Charles Walkers and James Sutherland his
attornies and brought into the said Court

No 39

Plaint in
a Summons
filed 1st
September 1804.

Then here his Certain Plaint against Peter Alexander, Samuel Britain and Richard Alexander 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; Fort St. George Madras Sipsooram Bauraajah by Charles Walters and James Sutherland his attornies. Complains of Peter Alexander Samuel Britain and Richard Alexander being British Subjects and as such persons liable to the Jurisdiction of this Honble Court For that whereas the said Peter Alexander Samuel Britain and Richard Alexander heretofore to wit on the first day of August in the year one thousand eight hundred and four at Masulipatam, to wit, at Madras aforesaid were indebted to the said Sipsooram Bauraajah in the Sum of four thousand Pagodas Current Money of Madras for so much Money by the said Peter Alexander, Samuel Britain and Richard Alexander before that time had and received to the use of the said Sipsooram Bauraajah and being so indebted they the said Peter Alexander

Samuel Britain and Richard Alexander in Consideration
thereof afterwards to wit on the same day and
year aforesaid to wit on the same day and year
aforesaid at Masulipatam to wit at Madras
aforesaid undertook and to the said Sipsooram
Bauraajah then and there faithfully promised
to pay them the said sum of money when they
the said Peter Alexander Samuel Britain and
Richard Alexander should be thereto afterwards
requested. And whereas the said Peter Alexander
Samuel Britain and Richard Alexander
afterwards to wit on the same day and year
aforesaid at Masulipatam to wit at Madras
aforesaid accounted with the said Sipsooram
Bauraajah of and concerning divers other sums
of Money before that time due and owing
and then being in arrear and unpaid to him
upon which said accounts they the said
Peter Alexander, Samuel Britain and
Richard Alexander were then and there
found in arrear and indebted to the said
Sipsooram Bauraajah in another large
sum of Money to wit in other sum of Five
Thousand Pagodas Current Money aforesaid

and being so found in arrear and indebted they the said Peter Alexander, Samuel Britain and Richard Alexander undertook and to the said Sipsooram Bauraajah then and there faithfully promised to pay him the said last Mentioned Sum of Money when they the said Peter Alexander, Samuel Britain and Richard Alexander should be thereto afterwards Requested - Yet the said Peter alexander Samuel Britain and Richard alexander not regarding the said promises and Undertakings so by them made as aforesaid but Contriving and fraudulently intending craftilly and subtilly to deceive and defraud the said Sipsooram Bauraajah have not nor hath either of them yet paid the said Several Sums of Money or either of them or any part thereof to the said Sipsooram Bauraajah (altho often Requested so to do) but to pay the same to the said Sipsooram Bauraajah they the said Peter alexander Samuel Britain and Richard Alexander have wholly Refused and still do Refuse to the damage of the said Sipsooram

Bauraajah

Second Term 1806

Bauraojah of Five Thousand Pagodas and therefore he brings Suit &c

imparlance

And afterwards that is to say on the fourteenth day of January 1805 in the Vacation after the Fourth Term of the Year 1804 until which day the said Peter, Samuel, and Richard had leave to imparle to the said Plaints and then to answer the same, Came as well the said Sivooram Bauraojah by his said attorney as the said Peter, Samuel, and Richard by their said attorney - and the said Peter, Samuel and Richard Defend the wrong and injury when &c and say that they did not undertake and promise in Manner and form as the said Sivooram Bauraojah hath above thereof Complained against them - And of this they put themselves on the Court &c -

Plea filed 14th January 1805 -

And afterwards that is to say in the Vacation after the said Fourth Term of the said Year 1804 to wit on the 23d day of the said Month of January of the said Year 1805 - came the Parties aforesaid by their attorneys aforesaid and thereupon the said Sivooram Bauraojah

No 39

Bauraojah as to the said Plea of the said Peter
Samuel and Richard by them above pleaded
and whereof they have put themselves upon
the Court, doth so likewise -
Issue joined

And Now in this First Term in the Year
of our Lord one thousand eight hundred and Six
that is to say on the Eighteenth day of February in
that Year until which day was given as well
to the said Sivooram Bauraojah as the said Peter
Samuel and Richard 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 the said Peter Samuel and Richard
did undertake and promise in manner and
form as the said Sivooram Bauraojah hath
above thereof Complained against them and
they assess the damages of the said Sivooram
Bauraojah on occasion of the not performing
the premises and undertakings over and
above his Cost and Charges by him about
his suit in this behalf Expended to Two

Thousand five hundred and three Pagodas Eight Fanams and fifty six Cash and for Mofe Costs and Charges to three hundred and Sixty Pagodas and nine Fanams Therefore it is Considered that the said Sifsaram Bauraajah Mecauen against the said Peter Samuel and Richard Les said damages Costs and Charges in form aforesaid aſſeſſed which said damages Costs and Charges in the whole amount to Two Thousand eight hundred and Sixty three Pagodas Seventeen Fanams and fifty six Cash- and the said Peter, Samuel and Richard in Mercy &c.a

Judgment Signed for the Plaintiff the 17th day of May 1806-

Mercy

Second Term 1806

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Second Term 1806

Pleas before the Honble Sir Henry Gwillim, Knight, one of the 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 Six –

Fort St George, Madras } Vencata Runga Pillay Executor of the Last Will and Testament of Carevadoo Daumodara Pillay deceased puts in his place Charles Walters and James Sutherland his Attornies against John De Fries, Marcpoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo the Surviving Executors of the Last Will and Testament of Munnapully Tremalaray Naick deceased in a Plea of Debt –

Fort St George, Madras } The said John De Fries, Marcpoody Vencata-sawmy Naidoo and Munnapully Rungiah Naidoo the Surviving Executors of the Last Will and Testament of Munnapully Tremalaray Naick deceased puts in their place Emanuel Samuel and Daniel Neal their Attornies at the Suit of the said Runga Pillay Executor as aforesaid, in the Plea aforesaid –

Fort.

No 40

Fort St. George
Madras

Be it Remembered that on the Nineteenth day of October in the Vacation after the Fourth Term in the Year of our Lord one thousand eight hundred and four Before the Supreme Court of Judicature at Madras came Vencata Runga Pillay Executor of the Last will and Testament of Carevadoo Daumodara Pillay deceased and brought into the said Court then there his certain Plaint against John De Fries, Marepoody Vencata =ramy Naidoo and Munnapully Rungiah Naidoo the Surviving Executors of the Last Will and Testament of Munnapully Tremalaray Naick deceased in a Plea of Debt, and there are Pledges for the Prosecution, to wit, John Doe and Richard Roe, which said Plaint follows in these words that is to say — Fort Saint George Madras Vencata Runga Pillay of Madras Inhabitant Executor of the Last will and Testament of Carevadoo Daumo =dara Pillay deceased Complains of John De Fries Marepoody Vencatasawmy Naidoo and Munnapully Rungiah Naidoo the Surviving Executors of the Last Will and Testament of Munnapully Tremala= =ray Naick deceased having survived Alexander Lyon the other Executor of the said Last Will and Testament and being Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honble Court of a Plea that they the said

Plaint in debt filed 19th October 1804 —

John De Fries Marcpaody Vencatasawmy Naidoo and
Mumnapully Rungiah Naidoo Vunder to him Six Thousand
Star Pagodas Current Money of Madras which they
unjustly detain from the said Vencata Runga Pillay
For that Whereas the said Mumnapully Tremalaray
Naick in his Life time to wit on the Sixth day of January
in the Year one Thousand and Eight hundred at
Madras aforesaid by his Certain Writing obligatory
sealed with the Seal of him the said Mumnapully
Tremalaray Naick 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 Carnadao Daumadara
Pillay in the said Sum of Six Thousand Star Pagodas
above demanded to be paid to the said Carnadao
Daumadara Pillay his Heirs, Executors, administra-
tors or assigns when he the said Mumnapully Tremalaray
Naick his Heirs Executors and Administrators
should be thereto afterwards Requested Yet the
said Mumnapully Tremalaray Naick in his
life time and the said Alexander Grant in his
life time and the said John De Fries Marcpaody
Vencatasawmy Naidoo and Mumnapully Rungiah
Naidoo

No 40

Supreme Court

Second Term 1806

Judgment Roll

Section 17

Naidoo Executors as aforesaid since the decease of the
said Mummapully Tremalaroy Naick (altho' often
respectively requested) have not nor hath either
of them yet rendered the said sum of Six Thousand
Star Pagodas above demanded or any part thereof
to the said Carevadoo Daumodara Pillay in his
life time or to the said Vencata Runga Pillay Executor
as aforesaid since his decease but the said Mumma
pully Tremalaroy Naick in his life time and
the said Alexander Grant in his life time
and the said John De Fries Marepoody Vencata
=sawmy Naidoo and Mummapully Rungiah
Naidoo since his decease to pay the same to the
said Carevadoo Daumodara Pillay in his life time
or to the said Vencata Runga Pillay as Executor
as aforesaid since his decease have wholly refused
and the said John De Fries Marepoody Vencata=
=sawmy Naidoo and Mummapully Rungiah Naidoo
do still refuse to the Damage of the said Vencata
Runga Pillay as such Executor as aforesaid
of Five Hundred Pagodas and therefore he
brings Suit &c. and he also brings into
Court here the Letter Testamentary of the

Secd Term 1806.

said Carevadoo Daumodara Pillay whereby it
fully appears to the said Court here that the said
Vencata Runga Pillay is Executor of the last will
and Testament of the said Carevadoo Daumodara Pillay
and hath administration thereof &c.

imparlance

And afterwards that is to say on the 30. day
of November in the same Vacation of the said Court
Term of the same Year 1804 until which day the said
John De Fries, Marepoody Vencatasawmy Naidoo and
Mannapully Rungiah Naidoo had leave to impark to
the said Plaint and then to answer the same came as
well the said Vencata Runga Pillay by his said attorney
as the said John De Fries, Marepoody Vencatasawmy
Naidoo and Mannapully Rungiah Naidoo by their
said attorney – And the said John De Fries, Marepoody
Vencatasawmy Naidoo and Mannapully Rungiah Naidoo
defend the wrong and injury when &c and say that
the said Vencatarenga Pillay ought not to have
or Maintain his aforesaid action against them because
they say that one Varumbapooram Ramasawmy
Mauniny heretofore to wit on the first day of
October as of this present Fourth Term in the Supreme
Court of Judicature of our Lord the King at Madras
by the Consideration and Judgment of the said
Court recovered against them the said John de

Plea filed 2 30. November 1804

No. 40

Fries Marespoody Venkatasawmy Naidoo and Mamma-
=pully Rungiah Naidoo as such Executors as aforesaid
as well a Certain Debt of Sixteen Thousand Six Hundred
and Forty Nine Star Pagodas and Six Fanams as also
two Hundred and Seventeen Pagodas and Twenty
Nine Fanams for his Costs and Charges Expended
by them about his Suit in that behalf which
in and by the said Court were adjudged to the said
Vasumbapooram Ramasawmy Maminy and by his
assent to be levied of the Goods and Chattels which
were of the said Mammapully Tremalarey Naickar
the time of his death in the hands of the said
Marespoody Venkatasawmy Naidoo and Mammapully
Rungiah Naidoo to be administered if they had
so much thereof in their Hands to be administered
and if they had not so much thereof in their
hands to be administered then the said Sum of
two Hundred and Seventeen Pagodas and Twenty
Nine Fanams being the Costs and Charges aforesaid
to be levied of the proper Goods and Chattels
of them the said John de Fries Marespoody
Venkatasawmy Naidoo and Mammapully Rungiah
Naidoo Whereas the said John de Fries
Marespoody Venkatasawmy Naidoo and Mammapully
Rungiah Naidoo were Commanded as by the Record

Second Term 1806

of our said Lord the King Morepully appears - and
the said John de Fries Marepoody Vencabasawmy
Naidoo and Maunapully Rungiah Naidoo further
say that one Ann Simpson administratrice of all
and Singular the Goods Chattels Rights and Credits
which were of Thomas Barrett deceased at the
time of his death who died intestate heretofore
to wit on the said fifth day of October as of this
present Fourth Term in the Supreme Court of
Judicature of our Lord the King at Madras aforesaid
by the Consideration and judgment of the said Court
Recovered against them the said John de Fries
Marepoody Vencabasawmy Naidoo and Maunapully
Rungiah Naidoo a Certain debt of fifteen
Thousand Pagodas and also two hundred and
forty eight Pagodas and two fanams for the
damages of the said Ann Simpson as well
by Occasion of the detaining the said debt as
for her Costs and Charges in that behalf
Expended to be levied of the Goods and Chattels
which were of the said Munnapully Tremalaray
Naick deceased at the time of his death in the
hands of them the said John de Fries Marepoody
Vencabasawmy Naidoo and Munnapully Rungiah
Naidoo Executors as aforesaid to

whereof the said John de Fries Marepoody Vencatasawmy
Naidoo and Munnapully Rungiah Naidoo Executors as
aforesaid were Convicted as by the Record and proceedings
of the said Cause Mentioned Judgment remaining in
the said Court of our said Lord the King at Madras
more fully appears - and the said John de Fries
Marepoody Vencatasawmy Naidoo and Munnapully
Rungiah Naidoo in fact further say that the said
Several Judgments so had and obtained by the said
Vasumpakooram Ramasawmy Mauniny and by
the said Ann Simpson Administratrix as
aforesaid against them the said John de Fries
Marepoody Vencatasawmy Naidoo and Munnapully
Rungiah Naidoo Executors as aforesaid were
respectively so had and obtained for just and
true debts upon Specialty really and bonâ fide
due and owing from the said Munnapully Tremalee
Naick at the time of his death and unpaid due
and owing at the time of such Recovery as aforesaid
by the said Vasumpakooram Ramasawmy Mauniny
and Ann Simpson respectively and that the said
judgments still respectively remain in full force strength
and effect not reversed annulled or in any wise
paid off or satisfied to wit at Madras - and
the said John de Fries Marepoody Vencatasawmy

further say that they have fully administered all and Singular the Goods and Chattels which were of the said Munnapully Tremalaray Naick deceased at the time of his death and which have come to the hands of them the said John de Fries Marepoody Vencataswamy Naidoo and Munnapully Rungiah Naidoo to be administered - and that they the said John de Fries Marepoody Vencataswamy Naidoo and Munnapully Rungiah Naidoo have not on the day of the preferring the Plaint of the said Vencatarenga Pillay against the said John De Fries Marepoody Vencataswamy Naidoo and Munnapully Rangiah Naidoo had they nor at any time since have they had any Goods or Chattels which were of the said Munnapully Tremalaray Naick deceased at the time of his death in the hands of them the said John de Fries Marepoody Vencataswamy Naidoo and Munnapully Rangiah Naidoo to be Administered Except Goods and Chattels to the Value of Pagodas Six Thousand Nine Hundred and Twenty Seven - Fanams and Seventy eight Cash and which are not Sufficient to pay or Satisfy the said

Judgments Herein before Mentioned and which are subjected to the Satisfaction of the same — And this They the said John De Fries, Maresooby Venceta =swamy Naidoo and Mummapully Rungiah Naidoo are Ready to Verify Wherefore they pray Judgment if the said Vencatarungiah pillay ought to have or Maintain his aforesaid action thereof againes them the said John de Fries Maresooby Vencatasawmy Naidoo and Mumma =pully Rungiah Naidoo &c

And afterwards That is to say, in the same Vacation of the same Fourth Term 1804 to wit on the 10th. day of January 1805. came the Parties aforesaid by their attornies aforesaid And thereupon the said Vencata Runga Pillay as to the Plea of the said John De Fries Maresooby Vencatasawmy Naidoo and Mummapully Rungiah Naidoo by them above pleaded in bar Says That he by reason of any thing in that Plea alledged ought not to be barred from having or Maintaining his aforesaid action thereof against them because he says that they the said John De Fries Maresooby Vencatasawmy Naidoo and Mummapully Rungiah Naidoo at the time of Exhibiting the said Plaint

Replication filed 10th. January 1805