1077

Trust Term 1807

[illegible] the said last mentioned [illegible]
[illegible] the said Sedumpoovarn Annamma
Pairumaijy should be thereto afterwards required. Whereas
Whereas the said Sedumpoovarn Annamma Pa-
rumaijy afterwards in the life time of the said Sir
Mungoolapatty Venkatapooran Boondarega Yanzulu
to wit on the same day and year aforesaid at Madras
aforesaid accounted with the said Mungoolapatty Ven-
katapooran Boondarega Yanzulu of and concerning
divers other sums of money before that time due and
owing from the said Sedumpoovarn Annamma
Parumaijy to the said Mungoolapatty Venkatapooran
Boondarega Yanzulu and then being in Arrear and
unpaid to him. And upon which said Account the
said Sedumpoovarn Annamma Parumaijy was then
and there found in Arrear and indebted to the said
Mungoolapatty Venkatapooran Boondarega Yanzulu
in another large sum of money to wit in other sum
Two thousand Star Pagodas Current money aforesaid
and being so found in Arrear and indebted the said
Sedumpoovarn Annamma Parumaijy in consideration
thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and to the
said Mungoolapatty Venkatapooran Boondarega
Yanzulu then and there faithfully promised to pay
him the said last mentioned sum of money when
he the said Sedumpoovarn Annamma Parumaijy
should be thereto afterwards required. Yet the said
Sedumpoovarn Annamma Parumaijy not regarding
the said several promises and undertakings so by
him

him made as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Nangoolaprauty Venkatasvara Pavoondarega Jauzulu in his life time and the said Ambauje Puntaloo and Vadoo Puntaloo as personal Representatives as aforesaid since his decease hath not paid the said several sums of money or any or either of them or any part thereof to the said Nangoolaprauty Venkatasvara Pavoondarega Jauzulu in his life time or to the said Ambauje Puntaloo and Vadoo Puntaloo as personal Representatives as aforesaid since his decease (altho' often requested so to do) but to pay the same or any or either of them or any part thereof to the said Nangoolaprauty Venkatasvara Pavoondarega Jauzulu in his life time or to the said Ambauje Puntaloo and Vadoo Puntaloo as personal Representatives as aforesaid since his decease he the said Sedanpooram Arooranta Raumanjy hath wholly refused and still doth refuse to pay the same to the said Ambauje Puntaloo and Vadoo Puntaloo to the damage of the said Ambauje and Vadoo Puntaloo and Vadoo Puntaloo of Ten Thousand Star Pagodas and therefore they bring Suit &c.

And Afterwards that is to say in the Vacation after the said Fourth Term the said Sedanpooram Arooranta Raumanjy by Robert Orme 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 Ambauje Puntaloo and Vadoo Puntaloo have above thereof Complained against him and of this he puts himself on the Court &c

Plea filed 23d October 1805 -

And afterwards in the same Vacation of the same Te
Term the said Ambaujee Puntaloo and Vadoo Puntaloo a
Replication filed to the said Plea of the said Sidaupooram Anoomanta Raam
1st February 1806 by him above Pleaded and whereof, he hath put himself
upon the Court, do so likewise &c

And now in this Third Term in the year
of our Lord one thousand eight hundred and Six that is to
say on the First day of August until which day was
given the said parties to inform the Court of the premises
came 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 Sidaupooram Anoomanta Raamaja
did Undertake and promise to the said Naugoda party
Venkatasuara Ponoondarega Yauzulu deceased in his
life time in Manner and form as the said Ambaujee
Puntaloo and Vadoo Puntaloo have above thereof
Complained against him _ and they assess the damages
of the said Ambaujee Puntaloo and Vadoo Puntaloo
on Occasion of the Not performing the promises and
undertakings above Mentioned over and above their
Costs and Charges by them about their Suit in this
behalf Expended to Five thousand Nine hundred
Star Pagodas and twenty seven Fanams

First Term 1807

and for those Costs and Charges to Two Hundred and Seven Pagodas and seven Fanams Therefore it is Considered that the said Ambayee. Puntalee and Vadee Puntalee as personal Representatives aforesaid do Recover against the said Sedasiveram Anoomanta Raumajy their said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to Six Thousand one Hundred and forty eights Pagodas and thirty four Fanams and the said Sedasiveram Anoomanta Raumajy in Mercy &c

Judgment signed for the Plaintiffs the tenth day of February 1807.

mercy

First Term 1807

Judgment signed for the Plaintiffs the tenth day of February 1807.

and for those Costs and Charges to Two Hundred and Seven Pagodas and seven Fanams Therefore it is Considered that the said ambaigne. Puntaloo and Vadoo Puntaloo as personal representatives aforesaid do recover against the said Sedauperam Anoomanta Caumajy their said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to Six Thousand one Hundred and forty eight Pagodas and thirty four Fanams and the said Sedauperam Anoomanta Caumajy in mercy &c

mercy

First Term 1807

First Term 1807

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 First Term in the Year one Thousand eight Hundred and Seven —

Madras to wit Chengalpattoo Alagappa Chittyar puts in his place Daniel Neale his Attorney against Moottucolandy Dasappa Chitty in a Plea of Trespass on the Case —

Madras to wit The said Moottucolandy Dasappa Chitty in his own person at the Suit of the said Chengalpattoo Alagappa Chittyar in the Plea aforesaid —

Madras to wit Be it remembered that in the Third Term in the Year of Christ one thousand eight hundred and six before the Supreme Court of Judicature at madras came Chengalpattoo Alagappa Chittyar by Daniel Neale his Attorney and brought into the said Court then here his Certain Plaint against Moottucolandy Dasappa Chitty 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

First Term 1807

27

Plaint in assumpsit
filed 30th July 1806

Madras to wit. Cheengalpattoo Alagappa Chittyar by Daniel Neale his attorney complains of Moottu-=colandy Dasappa Chetty of Kundoo. Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court. For that Whereas heretofore to wit on the eleventh day of January in the Year of christ One thousand eight hundred and two at Madras the said Moottucolandy Dasappa made his certain instrument in writing in the Malabar Language purporting to be and commonly called a Mortgage Bond his own proper hand being thereunto subscribed and bearing date the first Thye of Doormady year corresponding with the day and year of Christ aforesaid and then and there delivered the same instrument in writing to the said Alagappa by which said Instrument in or writing the said Moottucolandy Dasappa (by the name and addition of Moottucolandy Dasappa Chetty of Vannava Cast of Madras) acknowledged that on the day of the making thereof he had in consequence of his pergent occasion borrowed the sum of Six hundred Pagodas Current money of Madras and did thereby engage to repay to the said Alagappa (by the name and addition of Cheengalpattoo Alagappa Chittyar of the same Cast and place) the same Sum in the space of one year 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 Moottucolandy Dasappa became liable to pay to the said Alagappa the said Sum of money in the said Instrument in writing specified according to the

Tenor

tenor and effect of the said instrument in writing
And being so liable the said Moottucolandy Dasappa
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
Alagappa 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
Moottucolandy Dasappa afterwards to wit on the
Sixteenth day of July in the year of Christ One thousand
eight hundred and Six at Madras was indebted to the
said Alagappa in the Sum of Two thousand Star
Pagodas of the Current Money of Madras for Money
by the said Alagappa before that time lent and
advanced to the said Moottucolandy Dasappa
and at his special instance and request And being
so indebted the said Moottucolandy Dasappa 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 Alagappa to pay him the said last
mentioned Sum of Money when he the said Moottu
=colandy Dasappa should be thereto afterwards
requested - And Whereas the said Moottucolandy
Dasappa afterwards to wit on the same day and
year last aforesaid at Madras aforesaid accounted
with the said Alagappa of and concerning divers
other Sums of Money before that time due and
owing from the said Moottucolandy Dasappa

to the said Alagappa and then being in Arrear and unpaid and upon that accounting the said Moottucolandy Dasappa was then and there found to be in arrear and indebted to the said Alagappa in the further Sum of Two thousand Star Pagodas of the like Current Money of Madras And being so found in arrear and indebted the said Moottucolandy Dasappa 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 Alagappa to pay him the said last mentioned Sum of Money when he the said Moottucolandy Dasappa should be thereto afterwards requested yet the said Moottucolandy Dasappa 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 Alagappa 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 Alagappa (although so to do the said Moottucolandy Dasappa was requested by the said Alagappa 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 Alagappa the said Moottucolandy Dasappa hath hitherto wholly refused and still doth refuse So the damage of the said

Alagappa

Alagappa of Two thousand Star Pagodas and &
Wherefore he brings his Suit &c. —

And the said Mootta Colandy Dassappa having come in his own person and not having said any thing in bar or preclusion of the said action of the said Alagappa a day was given to the said Alagappa whereon he should come before the Court and verify his cause of action in this behalf— at which day being the Second day of October in the fourth term now last past came the said Alagappa by his said Attorney whereupon the Justices of the Court having heard examined and considered the allegations of the said Alagappa and the depositions of Witnesses adduced by him in support thereof did find and pronounce that the said Mootta Colandy Dassappa did undertake and promise in manner and form as the said Alagappa hath above thereof complained in against him —

And now at this day comes the said Alagappa by his said Attorney and prays the Judgment of the Court of and upon the premises; It is therefore considered and adjudged that the said Alagappa recover &
against the said Mootta Colandy Dassappa for the damages sustained by the said Alagappa by occasion of the Nonperformance by the said Mootta Colandy Dassappa of the several promises and undertakings in the plaint mentioned the Sum of Nine hundred and sixty

Judgment signed for the Plaintiff the Sixteenth day of February 1807.

sixty six Star Pagodas and eighteen Fanams and that the said Mootta Colandy Dasappa do pay unto the said Alagappa for the costs and charges of the said Alagappa laid out by him about his Suit in this behalf the Sum of One Hundred and twenty six Pagodas and eight fanams (which damages costs and Charges amount to One thousand and ninety two Pagodas and twenty six fanams) and the said Mootta Colandy Dasappa in Mercy &c.—

Mercy

First Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Henry Gwillim, Knight, one of the Justices of the Supreme Court of Judicature at Madras, of the First Term in the Year one thousand eight hundred and seven —

Madras to wit Maliappa Naicker of Terumaliapoor puts in his place Daniel Neale his attorney against Maliappa Naicker son of Canacaraya Naicker of Madras — in a Plea of Trespass on the case —

Madras to wit — The said Maliappa Naicker son of Canacaraya Naicker of Madras in his own person at the Suit of the said Maliappa Naicker of Terumaliapoor in the Plea aforesaid —

Madras to wit Be it remembered that in the Fourth Term in the Year of Christ one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Maliappa Naicker of Terumaliapoor by Daniel Neale his attorney and brought into the said Court then here his Certain Plaint against Maliappa Naicker son of Canacaraya Naicker of Madras in a Plea of Trespass on the Case 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

34 First Term 1807

Plaintiffs Complaint filed 19th September 1806 —

Madras to wit — Maliappa Naicker of Tera Milanpore by Daniel Neale his Attorney complains of Maliappa Naicker Son of Canaraya Naicker of Madras and a Hiridoo Inhabitant of Madras and such a Person subject to the Jurisdiction of this Honorable Court. For that Whereas heretofore to wit on the Eleventh day of July in the Year of Christ One thousand Seven hundred and Ninety five at Madras the said Maliappa Son of Canacaroya made his certain instrument in writing in the Malabar language purporting to be and commonly called a Mortgage Bond his own proper hand being thereunto Subscribed and bearing date the first day of Rautchaga Year corresponding with the day and Year of Christ aforesaid and there and then delivered the same instrument in writing to the said Maliappa of Tera Milanpore by which said instrument in writing the said Maliappa Son of Canacaroya acknowledged that on the day of the making thereof he had in consequence of his urgent occasion borrowed and received of the said Maliappa of Tera Milanpore the sum of thirty Six Star Pagodas and fifteen six tenths of a Star Pagoda Current money of Madras, and did thereby engage to repay the same sum on or before the thirtieth Anniversary of the tenth day of September then Next with all such interest as should or might become due thereon at the rate of twelve per Cent per Annum By means

whereof and according to the custom of such Hindoo
Natives of India the said Maliappa Son of Canacarroya
became liable to pay to the said Maliappa of Teru-
Milanpore 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 Maliappa Son of Canacarroya
in consideration thereof afterwards to wit on the
Eleventh day of July in the year of christ aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Maliappa of Teru Milan-
pore 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 Maliappa Son of Canacarroya
afterwards to wit on the tenth day of September in
the year of christ One thousand Eight hundred
and six at Madras aforesaid was indebted to the
said Maliappa of Teru Milanpore in the Sum
of five hundred Star Pagodas of the Current
Money of Madras, for Money by the said Maliappa
of Teru Milanpore before that time lent and
advanced to the said Maliappa Son of Canacarroya
and at his special instance and request. And being
so indebted the said Maliappa Son of Canacarroya
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 Maliappa of Teru Milanpore
to pay him the last mentioned Sum of Money when

First Term 1807

he the said Maliappa Son of Canacaroya should be thereto afterwards requested. And Whereas the said Maliappa Son of Canacaroya afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Maliappa of Teru Milanpore of and concerning divers other Sums of Money before that time due and owing from the said Maliappa Son of Canacaroya to the said Maliappa of Teru Milanpore and upon that Accounting the said Maliappa Son of Canacaroya was then and there found to be in Arrear and indebted to the said Maliappa of Teru Milanpore in the further Sum of five hundred Star Pagodas of the like current money of Madras and being so found in Arrear and indebted the said Maliappa Son of Canacaroya 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 Maliappa of Teru Milanpore to pay him the said last Mentioned Sum of Money when he the said Maliappa Son of Canacaroya should be thereto afterwards requested Yet the said Maliappa Son of Canacaroya 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 Maliappa

No 6

of Tera Milaupore 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 Maliappa of Tera Milaupore (although so to do the said Maliappa Son of Camacaroya was requested by the said Maliappa of Tera Milaupore 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 Maliappa of Tera Milaupore the said Maliappa Son of Camacaroya hath hitherto wholly refused and still doth refuse To the damage of the said Maliappa of Tera Milapore of Five hundred Star Pagodas and Therefore he brings his Suit &c.

And the said Maliappa Naicker Son of Camacaroya Naicker having appeared in his own person and having defended the wrong and injury when &c. Said Nothing in bar or preclusion of the said action of the said Maliappa Naicker of Terumilaupore whereby the said Maliappa Naick of Terumilaupore remained therein undefended against the said Maliappa Naick Son of Camacaroya. And whereupon a day was given to the said Maliappa Naicker of Terumilaupore in order that he should come before the Court and verify his said Plaint and Suit.

At which day being the fifth

day of February in this Term came the said Maliappa Naicker of Tenumilaupore by his said Attorney - And the Justices of the Court having heard Examined and considered the allegations of of the said Maliappa Naicker of Tenumilaupore - and the Depositions of Witnesses adduced by him in this behalf have found and pronounced that the said Maliappa Naicker Son of Camaraoya Naicker - did undertake and promise in manner and form as the said Maliappa Naicker of Tenumilaupore hath above thereof complained against him.

Third Capute

And now at this day comes the said Maliappa Naicker of Tenumilaupore by his Attorney aforesaid and manifests to the Court that he hath sustained Damage by occasion of the Non-performance by the said Maliappa Naicker Son of Camaraoya Naicker of the several promises and undertakings in the Plaint mentioned - and over and besides his Costs and Charges by him about his Suit in this behalf expended to the sum of Eighty eight Star Pagodas and fifteen fanams - It is therefore considered and adjudged that the said Maliappa Naicker of Tenumilaupore do recover against the said Maliappa Naicker Son of Camaraoya Naicker his damages aforesaid to the said sum of Eighty eight Star Pagodas and fifteen fanams And that the said Maliappa Naicker Son of Camaraoya Naicker do pay unto the said Maliappa Naicker of Tenumilaupore

Judgment signed for the Plaintiff the 20th day of February 1807 -

No 6

For

for his said Costs and Charges the Sum of One Hundred and eleven Pagodas and Sixteen Fanams which his damages Costs and Charges Amount to the One hundred and Ninety Nine Pagodas and thirty one fanams And the said Maliappa Naicker Son of Canacaraya Naicker in Mercy &c.

And thereupon the said Maliappa Naicker of Terumaliapoor by Daniel Neale 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 Maliappa Naicker son of Canacaraya Naicker 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 one Hundred and ninety nine Pagodas and thirty one fanams, which the said Maliappa Naicker of Terumaliapoor, recovered against the said Maliappa Naicker son of Canacaraya Naicker for damages, which he hath sustained, as well by Means of the non performance of certain promises and undertakings, in the Plaint mentioned, made by the said Maliappa Naicker son of Canacaraya Naicker to the said Maliappa Naicker of Terumaliapoor as for Costs and Charges by him about his Suit in that behalf Expended — and it is granted unto him returnable here on the 20th day of March next —

Writ of Fi. Facias issued 20th February 1811.

40

First Term 1804

First Term 1807

4x.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Henry Gwillim, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the Year of Christ one thousand eight hundred and seven —

Madras to wit Gopal Doss Manover Doss puts in his place Daniel Neale his attorney against John Tulloh, William Douglas Bradie, George Halyburton and Gilbert Falconer in a Plea of Trespass on the Case upon promises —

Madras to wit — the said John Tulloh, William Douglas Bradie, George Halyburton and Gilbert Falconer put in their place James Sutherland their attorney at the Suit of the said Gopal Doss Manover Doss in the Plea aforesaid —

Madras to wit Be it remembered that on the 22d day of January in the Year of Christ one thousand eight hundred and seven as of the Fourth Term in the Year of Christ one thousand eight hundred and sixe before the Supreme Court of Judicature at Madras came Gopal Doss Manover Doss by Daniel Neale his attorney and brought into the said Court then there his Certain Plaint against John Tulloh, William Douglas Bradie, George Halyburton and Gilbert Falconer in a Plea of Trespass on the Case upon promises and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these

42

First Term 1807

Plaint in assumpsit filed 22d January 1807

Madras to Wit. Gopal Doss Manover doss by Daniel Neale his Attorney complains of John Tulloh. William Douglas Brodie. George Haliburton. and Gilbert Falconer (who are British Subjects and as such Persons subject respectively to the Jurisdiction of this Honorable Court) of a Plea of Trespass on the case. For that Whereas on the day and at the respective times hereinafter in this Count mentioned the said John William Douglas. George. and Gilbert used and exercised Commerce as Copartners according to the Custom of Merchants under the Names and by the Style and Firm of Tulloh Brodie & Haliburton and Company to wit at Madras. And Whereas heretofore to wit on the Twenty sixth day of September in the Year of Christ one thousand Eight hundred and Six at Madras aforesaid the said John William Douglas, George and Gilbert made their certain Note in writing commonly called a Promissory Note their Names Style and Firm aforesaid being thereunto subscribed and bearing date the day and year aforesaid and then and there delivered the said Note to the said Gopal Doss Manoever doss By which said Note the said John, William Douglas George and Gilbert at Two Months after the date thereof promised to pay to the said Gopal Doss Manoever doss or order the Sum of Three Thousand Star Pagodas value received with Interest at ten Per Cent Per

& Assurer By means whereof and by force of the Statute in such Case made and provided the said John William Douglas George and Gilbert became liable to pay to the said Gopal Doss Manoeuver doss the said Sum of Money in the said Note specified according to the tenor and effect of the said Note and being so liable the said John William Douglas George and Gilbert 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 Gopal Doss Manoever doss to pay him the said Sum of Money in the said Note specified according to the tenor and effect of the said Note And Whereas the said John William Douglas George and Gilbert afterwards to wit on the first day of January in the Year of Christ One Thousand Eight Hundred and Seven at Madras aforesaid were indebted to the said Gopaul Doss Manoever doss in the Sum of Five thousand Star Pagodas of the Current Money of Madras for Money by the said Gopaul Doss Manoever doss before that time lent and advanced to the said John William Douglas, George and Gilbert and at their special instance and request. And being so indebted the said John William Douglas George and Gilbert in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised

44

promised the said Gopal Dosa Manoever
Dosa to pay him the said last mentioned
Sum of Money when they the said John-
William Douglas- George and Gilbert should
be thereto afterwards requested- And Whereas
the said John- William Douglas- George and
Gilbert afterwards to wit on the same Day and
year last aforesaid at Madras aforesaid were
indebted to the said Gopaul Dosa Manoever dosa
in the further Sum of Five thousand Star --
Pagodas of the like Current Money of Madras
for Money by the said Gopal Dosa Manoever
dosa before that time laid out expended and
paid for the said John- William Douglas-
George and Gilbert and at their like Special
instance and request And being so indebted
the said John- William Douglas- George and
Gilbert 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 Gopal Dosa
Manoever dosa to pay him the said last
mentioned Sum of Money when they the
said John- William Douglas George and
Gilbert should be thereto afterwards requested-
And Whereas also the said John- William
Douglas- George and Gilbert afterwards to wit
on the same Day and year last aforesaid
at Madras aforesaid were indebted to the
said Gopal Dosa Manoever dosa in the further
Sum of Five thousand Star Pagodas of the

like Current Money of Madras for Money by the
said John. William Douglas. George and
Gilbert before that time had and received to the
use of the said Gopal Dosa Manoever dosa And be
so indebted the said John, William Douglas. George
and Gilbert 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 Gopaul Dosa Manoever
dosa to pay him the said last mentioned Sum of
money when they the said John. William
Douglas. George and Gilbert should be there to
afterwards requested And Whereas the said
John. William Douglas. George and Gilbert afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said
Gopal Dosa Manoever dosa of and concerning
divers other Sums of Money before that time due
and owing from the said John. William Douglas.
George and Gilbert to the said Gopaul Dosa
Manoever dosa and then being in arrear and
unpaid and upon that accounting the said John.
William Douglas. George and Gilbert were then and
there found to be in arrear and indebted to the
said Gopaul Dosa Manoever dosa in the further
Sum of Five thousand Star Pagodas of the like
Current Money of Madras And being so found
in arrear and indebted the said John. William
Douglas. George and Gilbert in consideration
thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid undertook
and

446

promised the said Gopal Dosa Manoever
Dosa to pay him the said last mentioned
Sum of Money when they the said John-
William Douglas-George and Gilbert should
be thereto afterwards requested- And Whereas
the said John-William Douglas-George and
Gilbert afterwards to wit on the same Day and
year last aforesaid at Madras aforesaid were
indebted to the said Gopal Dosa Manoever Dosa
in the further Sum of Five thousand Star-
Pagodas of the like Current Money of Madras
for Money by the said Gopal Dosa Manoever
Dosa before that time laid out expended and
paid for the said John-William Douglas-
George and Gilbert and at their like Special
instance and request And being so indebted
the said John-William Douglas-George and
Gilbert 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 Gopal Dosa
Manoever Dosa to pay him the said last
mentioned Sum of Money when they the
said John-William Douglas George and
Gilbert should be thereto afterwards requested-
And Whereas also the said John-William
Douglas-George and Gilbert afterwards to wit
on the same Day and Year last aforesaid
at Madras aforesaid were indebted to the
said Gopal Dosa Manoever Dosa in the further
Sum of Five thousand Star Pagodas of the

No 7-

like Current Money of Madras for Money by the
said John- William Douglas- George and
Gilbert before that time had and received to the
use of the said Gopaul Dose Manoever dose And be
so indebted the said John, William Douglas- George
and Gilbert 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 Gopaul Dose Manoever
dose to pay him the said last mentioned Sum of
Money when they the said John- William
Douglas- George and Gilbert should be thereto
afterwards requested And Whereas the said
John- William Douglas- George and Gilbert afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said
Gopal Dose Manoever dose of and concerning
divers other Sums of Money before that time due
and owing from the said John- William Douglas-
George and Gilbert to the said Gopaul Dose
Manoever dose and then being in arrear and
unpaid and upon that accounting the said John-
William Douglas- George and Gilbert were then and
there found to be in arrear and indebted to the
said Gopaul Dose Manoever dose in the further
Sum of Five thousand Star Pagodas of the like
Current Money of Madras And being so found
in arrear and indebted the said John- William
Douglas- George and Gilbert in consideration
thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid undertook
and

First Sum 1807

and then and there faithfully promised the
said Gopal Dos Manover Dos to pay him the
the said John William Douglas - George and
Gilbert should be thereto afterwards requested -
Yet the said John - William Douglas - George
and Gilbert 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
Gopal Dos Manover dos in this behalf have
not nor have now hath any or either of them
yet paid the said several Sums of Money or
any or either of them or any part thereof
to the said Gopal Dos Manover dos
(although so to do - the said John - William
Douglas - George and Gilbert were requested
by the said Gopal Dos Manover dos
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 Gopal Dos
Manover Dos the said John - William
Douglas - George and Gilbert have and every of
them hitherto wholly refused and still do
and every of them doth refuse - To the damage
of the said Gopal Dos Manover dos of Five
Thousand Star Pagodas and therefore he
brings his Suit &c

No 7.

imperlance

And afterwards that is to say in the first Term of the year one thousand eight hundred and seven in the said Supreme Court of Judicature at Madras till which Term the said John, William Douglas, George and Gilbert had leave to imparl to the said Plaint and then to answer the same came as well the said Gopal Doss Manouer Doss by his said attorney as the said John, William Douglas, George and Gilbert by their said attorney — and the said John, William Douglas, George and Gilbert Defend the wrong and injury when &c and say that they did not undertake and promise in manner and form as the said Gopal Doss Manouer Doss hath above thereof complained against them & of this they put themselves upon the Court &c

Issue Joined

And the said Gopal Doss Manouer Doss doth the like —

And afterwards upon the issue so as aforesaid joined between the Parties a day was given to them respectively in order that they should come before the Court and hear Judgment of and upon the premises —

At which day being the eleventh day of February in this term Comes as well the said Gopal Doss Manouer Doss by his said attorney as come the said John, Tulloh William Douglas Brodie George Halyburton and Gilbert Falconer by their attorney aforesaid Whereupon the Justices of the Court having heard Examined and Considered the allegations of the said Parties respectively and the depositions of Witnesses adduced in this behalf have pronounced that the said John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconer did

undertake and promise in Manner and form as the said Gopal Doss Manoer Doss hath above thereof Complained against them and that the said Gopal Doss Manoer Doss hath sustained damage by occasion of the non performance by the said John Tulloh, William Douglas Bradie George Halyburton and Gilbert Falconer of their several promises and undertakings in the Plaint mentioned to the sum of one thousand five hundred and eighty seven star Pagodas over and besides his Costs and Charges by him about his suit in this behalf Expended - It is therefore considered and adjudged that the said Gopal Doss Manoer Doss recover against the said John Tulloh, William Douglas Bradie George Halyburton and Gilbert Falconer his damages aforesaid to the said sum of one thousand five hundred and eighty seven star Pagodas and that the said John Tulloh William Douglas Bradie George Halyburton and Gilbert Falconer do pay unto the said Gopal Doss Manoer Doss for his said Costs and Charges the sum of one hundred and thirteen Pagodas and five fanams which said damages Costs and Charges amount together to the sum of one thousand six hundred and ninety eight Pagodas and five fanams and the said John Tulloh, William Douglas Bradie George Halyburton and Gilbert Falconer in mercy &c

Judgment signed for the Plaintiff the 21st day of February 1807 -

mercy

First Term 1807

First Term 1807

Read before the Honble Sir Henry Gwillim Knight one of His majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the year of Christ one thousand eight hundred and seven —

Fort St. George
Madras — } Caupoloo Voosanecawn puts in his place James Sutherland his attorney against Goolamoosane in a Plea of Trespass on the Case —

Fort St. George
Madras — } The said Goolamoosane in his person at the suit of the said Caupoloo Voosanecawn in the Plea aforesaid —

Fort St. George
Madras } Be it remembered that in the Vacation after Second Term one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Caupoloo Voosanecawn by James Sutherland his attorney and brought into the said Court then there his Certain Plaint against Goolamoosane 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

Plaintiffs assumpsit filed 2d June 1806

Fort St George Madras. Caupaloo Voosaneraum by James Sutherland his Attorney complains of Goolamoosane being a Mahomedan Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court. For that Whereas the said Goolamoosane heretofore to wit on the Tenth day of January One Thousand Eight hundred and Six at Madras aforesaid by his certain Note in writing in the Gentoo Language bearing date the same day and Year aforesaid acknowledged to have borrowed and received of the said Caupoloo Voosaneraum the Sum of Two Hundred and Thirteen Pagodas and Nineteenth Twentieth parts of a Pagoda Current Money of Madras which Sum the said Goolamoosane did thereby engage to pay the said Caupoloo Voosaneraum in the space of Three Months by means whereof and according to the custom of the Mahomedan Natives the said Goolamoosane became liable to pay the said Caupoloo Voosaneraum the said Sum of money in the said Note mentioned according to the tenor and effect of the said Note and being so liable the said Goolamoosane in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Caupoloo Voosaneraum then and there faithfully promised to pay him the said Sum of Money in the said Note mentioned according to the tenor and effect of the said Note. And Whereas the said Goolamoosane afterwards

to

to wit on the same day and Year aforesaid
at Madras aforesaid was indebted to the said
Caupoloo Voosaneraun in other Two Hundred
and Thirteen Pagodas and Nineteenth and
part of a Pagoda of like Current Money of
Madras for divers goods wares and Merchandizes
by the said Caupoloo Voosaneraun before that
time sold and delivered to the said Goolamoosane
at his special instance and request and being
so indebted he the said Goolamoosane in
consideration thereof afterwards to wit on the
same day and Year aforesaid at Madras a-
foresaid undertook and to the said Caupoloo
Voosaneraun then and there faithfully promised
to pay him the said last mentioned Sum of
money when he the said Goolamoosane should
be thereto afterwards requested. And whereas
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid in consideration
that the said Caupoloo Voosaneraun at the like
special instance and request of the said Goolamoosane
had before that time sold and delivered to the
said Goolamoosane divers other goods wares
and Merchandized, he the said Goolamoosane
then and there faithfully promised the said
Caupoloo Voosaneraun to pay him so much
money as he therefore reasonably deserved to have
for the same, when he the said Goolamoosane
should be thereto afterwards requested and
the said Caupoloo Voosaneraun avers that he
therefore reasonably deserved to have of the said
Goolamoo-

Goolamoosane for the same other Two Hundred and Thirteen Pagodas and Nineteenth and Twentieth Part of a Pagoda of like Current money of Madras to wit at Madras aforesaid whereof the said Goolamoosane afterwards to wit on the same day and Year aforesaid there had notice. And whereas the said Goolamoosane afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Caupoloo Voosanecarun in other Two Hundred and Thirteen Pagodas and Nineteenth and Twentieth part of a Pagoda of like Current money of Madras for money by the said Goolamoosane before that time had and received to the use of the said Caupoloo Voosanecarun and being so indebted the said Goolamoosane in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Caupoloo Voosanecarun then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said Goolamoosane should be thereto afterwards requested. And whereas the said Goolamoosane afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Caupoloo Voosanecarun of and concerning divers other Sums of Money before that time due and owing from the said Goolamoosane to the said Caupoloo

Voosanecarun

Voodaneeaven and then being in Arrear
and unpaid and upon which Account the said
Goolamoodane was then and there found in
arrear and indebted to the said Caupoloo
Voodaneeaven in another large Sum of Money
to wit the Sum of three Two Hundred and
thirteen Pagodas and Nineteenth and twentieth
part of a Pagoda of like Current Money of
Madras and being so found in Arrear and
indebted he the said Goolamoodane in consideration
thereof afterwards to wit on the same day and
Year aforesaid at Madras aforesaid undertook
and to the said Caupoloo Voodaneeaven then
and there faithfully promised to pay him the
said last mentioned Sum of Money when he
the said Goolamoodane should be thereto afterwards
requested. Yet the said Goolamoodane not
regarding the said several promises and
undertakings so by him made in this behalf
as aforesaid but contriving
intending craftily and subtilly to deceive and
defraud the said Caupoloo Voodaneeaven in this
behalf hath not as yet paid the said several
Sums of money or any part thereof to the
said Caupoloo Voodaneeaven (although so to do,
he the said Goolamoodane was often requested
by the said Caupoloo Voodaneeaven) but he to
do this hath hitherto wholly refused and still
refuses so to do to the Damage of the said Caupoloo
Voodaneeaven of Five Hundred Pagodas

No. 8

and

And therefore he brings Suit &c.—

AND now in this First Term in the year one thousand Eight hundred and seven that is to say on the Ninth day of February until which day was given as well to the said Caupoloo Vasanecarun as to the said Goolamoosane to inform the Court of the premises comes the said Caupoloo Vasanecarun by his Attorney aforesaid And the said Goolamoosane altho solemnly demanded came not but makes default. And the Justices having heard the allegations of the party Plaintiff and examined the truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the said Goolamoosane did undertake and promise in manner and form as the said Caupoloo Vasanecarun hath above thereof complained against him— And they assess the damages of the said Caupoloo Vasanecarun on occasion of the not performing the several promises and undertakings above mentioned over and above his Costs and Charges to Two Hundred and Thirteen Pagodas Forty two Fanams and Sixty Cash and for those Costs and Charges to One hundred and Eighty Nine Pagodas and twenty five Fanams.

Tried Exparte

Therefore it is considered that the said Caupoloo Vasanecarun do recover against the said Goolamoosane his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to Four Hundred and three Pagodas twenty

Judgment signed for the Plaintiff the 24th. day of Febuary 1807

Execution

twenty three Fanams and Sixty Cash. And that the said Canpolon Voosanecawn have Execution for

And thereupon the said Canpolon Voosanecawn 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 Goods, Debts and other Effects Real and Personal of the said Goolamoosane within the Jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and Sale thereof the Sum of Four Hundred and three Pagodas Seventy three Fanams and Sixty Cash, which the said Canpolon Voosanecawn recovered against the said Goolamoosane for Damages, which he hath sustained as well by Means of the non performance of Certain promises and Undertakings made by the said Goolamoosane to the said Canpolon Voosanecawn as for Costs and Charges by him about his Suit in that behalf Expended — and it is granted unto him.

Writ of Fi. Fa. issued on the 24th day of February 1807

Returnable here on the 24th day of March next.

Stirl Term 1807

57

First Term 1807

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 first Term in the Year of Christ one thousand eight hundred and seven —

Fort St. George Madras } William Kitching puts in his place Townes Disney his attorney against William Abbott and Richard Arthur Maitland in a Plea of debt —

Fort St. George Madras } The said William Abbott and Richard Arthur Maitland by Gilbert Ricketts their attorney at the Suits of the said William Kitching in the Plea aforesaid —

Fort St. George Madras } Be it remembered that in the Fourth Term in the year one thousand eight hundred and six — before the Supreme Court of Judicature at Madras came William Kitching by Townes Disney his attorney and brought into the said Court then here his Certain Plaint against William Abbott and Richard Arthur Maitland 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 say

Fort Saint George

Plaintiffs debt filed September 12th 1806 — against William Abbott after-wards amended by adding the name of Richard Arthur Maitland as a party Defendant thereto on the 26th Sept. 1806

Fort Saint George Madras ss William Hitching of Madras Inhabitant by Fownes Disney his Attorney complains of William Abbott and Richard Arthur Maitland being respectively British Subjects and as such liable to the jurisdiction of this Honble Court of a plea that they render to him the said William Hitching Five thousand Star pagodas which they the said William Abbott and Richard Arthur Maitland owe to and unjustly detain from him. For that Whereas the said William Abbott and Richard Arthur Maitland heretofore to wit on the Nineteenth day of October in the year One thousand eight hundred and five at Madras aforesaid by their certain Writing Obligatory sealed with the Seal of the said William Abbott and Richard Arthur Maitland and to the Court now here shewn the date whereof is on the day and year aforesaid (by the name and description of Abbott and Maitland) acknowledged themselves to be held and firmly bound unto the said William Hitching in the Sum of Five thousand Star Pagodas to be paid to the said William Hitching when they the said William Abbott and Richard Arthur Maitland should be thereunto afterwards requested. Yet the said William Abbott and Richard Arthur Maitland altho often requested to pay the same have not nor hath either of them yet paid the said Sum of Five thousand Star pagodas above demanded or any part thereof to the said William Hitching but

to

Plea, pleaded by William Abbott to the original Plaint withdrawn by order of Court of the 26th. Sept. 1806 - and Cognovit filed by William Abbott & Richard Arthur Maitland - on the 25th. February 1807

to pay the same or any part thereof, the said William Abbott and Richard Arthur Maitland have and each of them hath hitherto wholly refused and still refuse to the said William Whitching his damage of Fifty pagodas and therefore he brings his Suit &c.

Judgment by Cognovit in debt -

And the said William Abbott and Richard Arthur Maitland by Gilbert Ricketts their Attorney come and defend the wrong and injury when &c. And say that they cannot deny the action of the said William Whitching nor but that the said Writing Obligatory is the Deed of them the said William Abbott and Richard Arthur Maitland, nor but that they owe to and detain from the said William Whitching the said Sum of Five thousand Star pagodas above demanded in manner and form as the said William Whitching hath above thereof complained against them. Therefore it is considered, that the said William Whitching do recover against the said William Abbott and Richard Arthur Maitland his said debt, and also One hundred and twenty six pagodas and twenty one fanams for his damages which he hath sustained as well on occasion of the detaining the said debt, as for his costs and charges

Judgment signed for the Plaintiff the 25. day of February 1807

Rog

charges by him about his suit in this behalf
expended by the Court now here adjudged to
the said William Kitching and with
his assent: — And the said William
Abbott and Richard Arthur Maitland
in Mercy &c.

mercy

And thereupon the said William Kitching by Tennes
Disney his attorney prays the writ of our Lord the King of capias
ad Satisfaciendum to be directed to the Sheriff of Madras Commanding
him to take the Bodies of the said William Abbott and Richard
Arthur Maitland to Satisfy the said William Kitching of Five
thousand Pagodas for debt, which the said William Kitching
recovered against the said William Abbott and Richard
Arthur Maitland, and also one hundred and Twenty five Pagodas
and Twenty one fanams adjudged to the said William Kitching
for his damages, which he had sustained, as well on occasion
of the detention of the said debt as for his Costs and Charges
by him about his Suit in that behalf Expended — and
it is granted unto him returnable here on the 11th day of march
next —

Writ of Ca. ad Sa
issued against the
Defendants on the
25th February 1807

First Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice — and the Honble Sir Henry Gwillim, Knight one of His majestys Justices of the Supreme Court of Judicature at Madras of the First Term in the Year one thousand eight hundred and seven —

Madras to wit — Nellapah puts in his place Daniel Neal his attorney against James Waddel — David Inverarity — John Stevens and William Bruce Jack in a Plea of Trespass on the Case —

Madras to wit The said James Waddel — David Inverarity — John Stevens and William Bruce Jack by James Sutherland their Attorney at the Suit of the said Nellapah in the Plea aforesaid —

Madras to wit — 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 Nellapah by Daniel Neale his attorney and brought into the said Court then there his Certain Plaint against James Waddel, David Inverarity John Stevens and William Bruce Jack 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

First Term 1807

Plaint in assumpsit
filed 9th December
1806–

Madras (to wit) Nellapah by Daniel
Neale his attorney complains of James
Waddel – David Innearity John Stevens,
and William Bruce Jack who are
British Subjects and as such Persons subject
to the jurisdiction of this Honorable Court of
a plea of trespass on the Case For that
Whereas at the time hereinafter in this Count
mentioned by the said James David John
and William Bruce exercised Commerce as
Copartners according to the Custom of Merchants
under the names and by the Style and firm
of Waddel Innearity and Company to wit at
Madras – And Whereas heretofore to wit on
the Twenty first day of October in the Year of
our Lord One thousand Eight hundred and Six
at Madras aforesaid according to the usage and
Custom of Merchants from time immemorial
used and approved of one Edward
Vickery made and drew his Certain bill
of Exchange in writing his own proper hand
being thereunto subscribed and bearing date
the day and Year aforesaid and then and there
directed the said bill of Exchange to the said
James David – John and William Bruce by
the

No. 10

Their Names Style and Firm aforesaid and by
the Addition of Messrs. Waddel Inverarity &c.
and thereby requested the said the said James-
David John and William Bruce at Fifteen days
after date to pay to the said Nellapah (by the Name
and addition of Nellapah Debash) Seven —
hundred and Ninety two Star Pagodas on account
of Captain John Dale and to place the same to
his account and the said Edward Vickers then and
there delivered the said bill of Exchange to the —
said Nellapah Which said bill of Exchange the
said James- David John and William Bruce
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid upon sight —
thereof accepted according to the said usage and
Custom of Merchants By means whereof and —
according to the said usage and Custom of —
Merchants the said James-David-John —
and William Bruce became liable to pay
to the said Nellapah 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 said acceptance thereof- and being so
liable they the said James- David- John and —
William Bruce in Consideration thereof —
afterwards to wit on the same day and year —
aforesaid

aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said
Nellapah to pay him 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 said acceptance
thereof - And Whereas the said James - David
John and William Bruce afterwards to wit -
on the Eighth day of November in the Year -
of Christ One thousand Eight hundred and Six
aforesaid at Madras aforesaid were indebted to the
said Nellapah in the Sum of One thousand Star
Pagodas of the Current Money of Madras, for -
Money by the said Nellapah before that time
lent and advanced to the said James - David -
John - and William Bruce and at their special
instance and request. And being so indebted -
they the said James - David - John and William
Bruce 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 Nellapah -
to pay him the said last mentioned Sum of
Money when they the said James - David - John -
and William Bruce should be thereto afterwards
requested. And Whereas the said James - David -
John

John and William Bruce afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid, were indebted to the said Nellapah in the further Sum of One thousand Star Pagodas of the like Current Money of Madras for Money by the said Nellapah before that time laid out expended and paid for the said James David John and William Bruce and at their like special instance and request. And being so indebted they the said James David John and William Bruce in consideration thereof, afterwards to wit on the same Day and year last aforesaid at Madras aforesaid, undertook and them and there faithfully promised the said Nellapah to pay him the said last mentioned Sum of Money when they the said James David John and William Bruce should be thereto afterwards requested. And Whereas also the said James David John and William Bruce afterwards to wit on the same Day and Year last aforesaid, at Madras aforesaid, were indebted to the said Nellapah in the further Sum of One thousand Star Pagodas of the like Current Money of Madras, for Money by the said James David John and William Bruce before that time had and received

to

to the use of the said Nellapah And being so indebted the said James- David- John and William Bruce 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 Nellapah to pay him the said last mentioned Sum of Money; when they the said James- David- John and William Bruce should be thereto afterwards requested- And Whereas the said James- David- John- and William Bruce afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Nellapah of and concerning divers other Sums of Money before that time due and owing from the said James- David- John- and William Bruce to the said Nellapah and then being in arrear and unpaid and upon that accounting the said James- David- John and William Bruce were then and there found to be in arrear and indebted to the said Nellapah in the further Sum of One thousand Star Pagodas of the like current Money of Madras. And being so found in arrear and indebted the said James- David- John- and William Bruce in consideration thereof afterwards to wit on

Supreme Court

Term 1807

Judgment Roll

Section 4th

Fines Term 1807

the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nellapah to pay them the said last mentioned sum of Money when they the said James- David- John and William Bruce should be thereto afterwards requested. Yet the said James- David- John- and William Bruce 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 Nellapah in this behalf have not nor hath either of them yet paid the said several Sums of Money or any or either of them or any part thereof to the said Nellapah (although so to do the said James- David- John and William Bruce were requested by the said Nellapah afterwards to wit on the same day and year last aforesaid and at sundry times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Nellapah the said James- David- John and William Bruce have and each of them hath hitherto Wholly refused and still

do

First Term 1807

do and each of them doth refuse To the }
damage of the said Nellapoik of One thousand }
Star Pagodas and therefore he brings his }
Suit &c

Plea filed 31st December 1806 –

And afterwards that is to say in the Vacation after the said Fourth Term, the said James, David, John and William Bruce by James Sutherland their attorney come and defend the Wrong and injury when &c and say that they the said James David, John and William Bruce did not undertake and promise in Manner and form as the said Nellapah hath above thereof Complained against them and of this they put themselves upon the Court &c

Issue Joined

And the said Nellapah doth the like –

Judgment for the Defendants on a Verdict in assumpsit –

And now in this First Term in the year of our Lord one thousand eight hundred and seven, that is to say, on the Fifth day of February until which day was given as well to the said Nellapah as to the said James, David, John and William Bruce to inform the Court of the premises comes the said parties by their respective attornies and the Justices having heard the allegations of the respective parties and Examined the truth thereof and duly Considered the Evidence produced on both sides say that the said James, David, John and William Bruce did not undertake and promise in manner and form as the said Nellapah hath in and by his said Plaint above thereof Complained against them – Therefore it is Considered by the Court here that the said Nellapah

Judgment signed for the Defendants the 27th February 1807 –

Nellapah take nothing by his Plaint but that he and his Pledges to Prosecute be in Mercy &c and it is further Considered that the said James. David John and William Bruce Recover against the said Nellapah one Hundred and Thirteen Pagodas and Thirty four Fanams for their Costs and Charges by them about their defence in this behalf sustained adjudged by the Court here to the said James. David. John and William Bruce at their Request — and that they have Execution &c

Execution

And thereupon the said James Waddel, David Innerarity, John Stevens and William Bruce Jack by James Sutherland their attorney pray the writs of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the body of the said Nellapah to Satisfy the said James Waddel, David Innerarity, John Stevens and William Bruce Jack the Sum of one Hundred and Thirteen Pagodas and thirty four fanams adjudged to the said James Waddel, David Innerarity John Stevens and William Bruce Jack for Costs and Charges by them Expended about their defence at the Suit of the said Nellapah — and this granted unto them, returnable here on the thirteenth day of March next —

Writ of Capias ad Satisfaciendum issued against the Plaintiff for Costs on the 27th. February 1809

12

First Term 1809

1

First Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Henry Gwillim, Knight, one of His majesty's Justices of the Supreme Court of Judicature at madras, of the first Term in the Year one thousand eight hundred and seven —

Fort St. George Madras — } Mootee Teagapah Chitty puts in his place William Light his attorney against James William Miller Esquire Sheriff of Madras in a Plea of Trespass on the case —

Fort St. George Madras — } He said James William Miller Esqre Sheriff of madras puts in his place James Sutherland in the Suit of the said Mootee Teagapah Chitty in the Plea aforesaid —

Fort St. George Madras — } Be it remembered that in the Vacation after the fourth Term in the year one thousand eight hundred and six before the Supreme Court of Judicature at madras came Mootee Teagapah Chitty by William Light his attorney and brought into the said Court then there his Certain Plaint against James William Miller Esqre Sheriff 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 follows in these words that is to say

74

First Term 1807

Fort Saint George Madras. Wootee Tengaprah Chitty by William Light his Attorney complaineth of James William Miller Esquire Sheriff of Madras a British Subject and as such liable to the Jurisdiction of this Honorable Court For that Whereas the said James William heretofore to wit on the Eighteenth day of December in the year one thousand eight hundred and Six at Madras aforesaid was indebted to the said Wootee Tengaprah Chitty in the Sum of One Thousand one hundred and six Star Pagodas Current Money of Madras aforesaid for much Money by the said Wootee Tengaprah Chitty before that time lent and advanced to the said James William at his Special instance and request and being so indebted he the said James William 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 Wootee Tengaprah Chitty to pay him the said last mentioned Sum of Money when he the said James William should be thereto afterwards Requested And Whereas the said James William afterwards to wit on the same Day and year aforesaid at Madras aforesaid was indebted to the said Wootee Tengaprah Chitty in other one thousand one hundred and six Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said James William before that time had and received to and for the

of the said Woottee Seagapah Chitty and being so indebted he the said James William 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 Woottee Seagapah Chitty to pay him the said last mentioned Sum of Money when he the said James William should be thereto afterwards requested And Whereas the said James William afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Woottee Seagapah Chitty of and Concerning divers other Sums of Money then due and owing from the said James William to the said Woottee Seagapah Chitty and then in arrear and unpaid upon which said account he the said James William was then and there found in arrear and indebted to the said Woottee Seagapah Chitty in other One Thousand One hundred and Six Star Pagodas of like Current Money of Madras aforesaid and being so indebted he the said James William 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 Woottee Seagapah Chitty to pay him the said last mentioned Sum of Money when he the

First Term 1807

said James William should be thereto afterwards
requested yet the said James William and
regarding the 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 Wootee Teagapah Chitty
not yet paid the said several sums of Money
aforesaid or any part thereof or any part thereof
to the said Wootee Teagapah Chitty (although often
requested so to do) but to pay the same or any part
thereof he the said James William hath
hitherto wholly refused and still doth refuse
to the Damage of the said Wootee Teagapah
Chitty of one thousand one hundred and six and
Pagodas and therefore he brings his Suit &c

And afterwards that is to say in the same Vacation
of the said fourth Term of the said Year one thousand eight hundred
and six the said James William by James Sutherland 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 Wootee Teagapah Chitty
hath above thereof complained against him and of this
he puts himself upon the Cause &c

And the said Wootee Teagapah Chitty doth
the like—

Plea filed 13th
January 1807—

Issued Joined

And

And Now in the First Term in the Year one Thousand eight Hundred and Seven that is to say on the fourth day of February to which day was given as well to the said Moottee Seagapah Chitty as to the said James, William, Miller to inform the Court of the Premises at which day come the aforesaid by their said Attornies and the said Justices having heard the respective Allegations of the premises and Examined the Matter thereof and duly and deliberately Considered the Evidence say that the said James William Miller did promise and undertake in Manner and form as the said Moottee Seagapah Chitty hath above thereof Complained against him and they assess the Damages of the said Moottee Seagapah Chitty on occasion of the premises besides his costs and Charges by him about his suit in this behalf Expended to Five Hundred and fifty three Star Pagodas

Judgment for the Plaintiff on a Verdict, in assumpsit

Therefore it is Considered that the said Moottee Seagapah Chitty do recover against the said James William Miller his Damages aforesaid in form aforesaid assessed and also one Hundred and forty three Star Pagodas and Two Fanams for his said Costs and Charges by the said Court now here adjudged to the said Moottee Seagapah Chitty with his assent which said

Judgment signed for the Plaintiff the 28th day of February 1807

First Term 1807

79

First Term 1807

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

Fort Saint George
Madras — } James Donald puts in his place James Sutherland his attorney against Hindoo Soobarayloo in a Plea of Trespass on the case —

Fort St. George
Madras — } the said Hindoo Soobarayloo in his person at the Suit of the said James Donald in the Plea aforesaid —

Fort St. George
Madras — } Be it Remembered that of the Twenty first day of November 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 James Donald by James Sutherland his attorney and brought into the said Court then here his certain Plaint against Hindoo Soobarayloo 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

Plaintiff a Jeumpsit Fort Saint George Madras. James Donald by
filed 21st November 1806 James Sutherland his Attorney complains of
Thindoo Soobaroyloo being an Inhabitant of
Madras and as such a person liable to the
Jurisdiction of this Honble Court For that
whereas the said Thindoo Soobaroyloo heretofore to wit
on the Fifth day of May in the year one Thousand
Eight hundred and two at Fort Saint George Madras
aforesaid made his certain note in writing commonly called a Promissory Note his own proper hand
being thereto subscribed the date whereof is the same
day and year aforesaid and did thereby acknowledge
to have on that day received from the said James
by the name and addition of Lt. Donald Paymaster
Scotch Brigade / three hundred Star Pagodas
which the said Thindoo Soobaroyloo promised
to pay in two Months from the date thereof with
interest at the rate of twelve per Cent per Annum
and then and there delivered the said Note by
means whereof and by force of the Statute in
such case made and provided the said Thindoo
Soobaroyloo became liable to pay to the said
James the said sum of money in the said
note mentioned with Interest according to the
tenor and effect of the said Note and being so liable
the said Thindoo Soobaroyloo in Consideration

thereof

First Term 1807

thereof afterwards to wit on the same day and year aforesaid at Fort Saint George Madras aforesaid undertook and to the said James 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 the said Hindoo Joobaroyloo afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said James in other sum of Three hundred Star Pagodas current money of Madras for so much money by the said James before that time lent and advanced to the said Hindoo Joobaroyloo at his special instance and request and being so indebted he the said Hindoo Joobaroyloo in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said James then and there faithfully promised to pay him the said last mentioned sum of money when he the said Hindoo Joobaroyloo should be thereto afterwards requested And whereas the said Hindoo Joobaroyloo afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said James in other sum of Three hundred Star Pagodas of like current money for money by the said Hindoo Joobaroyloo before that time had and received

No. 12

received to the use of the said James and being so
indebted he the said Rundoo Soobarroyloo in considera-
tion thereof afterwards to wit on the same day
and year aforesaid at Madras aforesaid undertook
and to the said James then and there faithfully
promised to pay him the said last mentioned
sum of money when he the said Rundoo Soobarroyloo
should be thereto afterwards requested - And Whereas
also the said Rundoo Soobarroyloo afterwards to
wit on the same day and year aforesaid at
Madras aforesaid accounted together with the
said James of and concerning divers other sums
of money before that time due and owing from
the said Rundoo Soobarroyloo to the said James and
then being in arrear and unpaid and upon
which account the said Rundoo Soobarroyloo was
then and there found in arrear and indebted
to the said James 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 found in
arrear and indebted he the said Rundoo
Soobarroyloo in consideration thereof afterwards to
wit on the same day and year aforesaid at
Madras aforesaid undertook and to the said
James then and there faithfully promised
to pay him the said last mentioned sum of

Money

Money when he the said Thindoo Soobarayloo ought
should be thereto afterwards requested — Yet the
said Thindoo Soobarayloo not regarding his said
several promises and undertakings so by him
made in this behalf as aforesaid but contriving
and fraudulently intending craftily and subtilly
to deceive and defraud the said James in this
behalf hath not as yet paid the said several
sums of money or any part thereof to the said
James / altho so to do he the said Thindoo
Soobarayloo was often requested by the said James /
but he to do this hath hitherto Wholly refused and
still doth refuse to the Damage of the said James
of one thousand Star Pagodas and therefore he brings
Suit &c —

And now in this First Term in
the Year of our Lord one thousand Eight
hundred and Seven that is to say that on
the Seventh day of February until which day
was given as well to the said James Donald
as to the said Thindoo Soobarayloo to inform the
Court of the premises comes the said James
Donald by his Attorney aforesaid And the said
Thindoo Soobarayloo altho solemnly demanded
came not but makes default — and the Justices
having heard the allegations of the party of
Plaintiff and examined the truth thereof and
duly

Tried Exparte

No 12

duly considered the Evidence produced on the part
of the said Plaintiff say that the said Thindoo
Soobarayloo did undertake and promise in the
manner and form as the said James Donald
hath above thereof complained against him - and
they assess the damages of the said James Donald
on occasion of the not performing the promises
and undertakings above mentioned over and
above his costs and charges to Four hundred and
Seventy three Pagodas - and for those costs and
charges to one hundred and Eighteen Pagodas
and twenty Eight fanams - Therefore it is
considered that the said James Donald do
recover against the said Thindoo Soobarayloo his
said damages costs and charges in form aforesaid
assessed which said damages costs and charges in
the Whole Amount to Five hundred and
Ninety one Pagodas and twenty Eight fanams -
And that the said James Donald have
Execution &c. -

Judgment for the Plaintiff on a Verdict, in assumpsit,

Judgment signed for the Plaintiff the 28. day of February 1807 -

Execution

86

First Term 1807

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

Fort St. George Madras to wit - } Henry Bamfleman puts in his place William Light his Attorney against Anjoo Lubbey Mastry in a Plea of Trespass on the Case -

Fort St. George Madras to wit } The said Henry Bamfleman in his person & the said Anjoo Lubbey Mastry in the Plea aforesaid -

Fort St. George Madras to wit } Be it remembered that in the Third Term in the year one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Henry Bamfleman by William Light his Attorney and brought into the said Court then there his certain Plaint against Anjoo Lubbey Mastry 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

Fort St. George

88

First Term 1807

Plaint in a Scumpais filed December 19th 1806 –

Fort St George Madras to Wit – Henry Bantleman by William Light his Attorney Complains of Anjoo Lubbey Mastry being a Mahomedan & Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that & Whereas that the said Anjoo Lubbey Mastry & heretofore to Wit on the Fifteenth day of January in the year of Christ One thousand Seven hundred and Ninety Seven by a certain Note in Writing in the Persian Language according to the Custom of such Natives the Date whereof on the Day and year aforesaid at Madras aforesaid acknowledged to have Received of the said Henry Bantleman the Sum of Six hundred Star Pagodas of the Current Money of Madras aforesaid which said Sum of Money he the said Anjoo Lubbey Mastry thereby engaged to repay the said Henry Bantleman in the Space of One year whereby and by force of the Custom and Law of such Mahomedans & Natives the said Anjoo Lubbey Mastry became liable to the said Henry Bantleman the said Sum of Money in the said Note Mentioned according to the tenor and effect thereof and being so liable he the said Anjoo Lubbey Mastry in Consideration thereof afterwards to Wit on the

No 13

Day

Day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Henry Bantleman the said Sum of Money in the said Note Specified according to the Tenor and effect thereof And Whereas the said Angio Lubbey Mastry afterwards to Wit on the Same Day and year aforesaid at Madras aforesaid was indebted to the said Henry Bantleman in the Sum of One Thousand two hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Henry Bantleman before that time lent and advanced to the said Angio Lubbey Mastry at his Special Instance and Request and being so indebted he the said Angio Lubbey Mastry 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 Henry Bantleman to pay him the said last Mentioned Sum of Money when he the said Angio Lubbey Mastry should be thereto afterwards Requested And Whereas the said Angio Lubbey Mastry afterwards to Wit on the Same day and Year aforesaid at Madras aforesaid was indebted to the said Henry

Bantleman

First Leam 1807

Bantleman in other One thousand two hundred
Star Pagodas of like Current Money aforesaid
for so much Money by the said Anjoo Lubbey
Mastry before that time had and received
to and for the use of the said Henry Bantleman
and Being so indebted he the said Anjoo -
Lubbey Mastry 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 Henry Bantleman
to pay unto the said last Mentioned sum of
Money when he the said Anjoo Lubbey Mastry
should be thereto afterwards requested And
Whereas the said Anjoo Lubbey Mastry -
afterwards to Wit on the same Day and year
aforesaid at Madras aforesaid accounted with
the said Henry Bantleman of and Concerning
divers other Sums of Money then due and
owing from the said Anjoo Lubbey Mastry
to the said Henry Bentleman and then in
arrear and unpaid upon which said Account
he the said Anjoo Lubbey Mastry was then
and there found in Arrear and indebted to
the said Henry Bantleman in other One
thousand two hundred Star Pagodas of like
Current Money of Madras aforesaid and being

do

so indebted he the said Anjoo Lubbey Mastry
in Consideration thereof afterwards to wit on
the Day and year aforesaid at Madras aforesaid
undertook and then and there faithfully &c
promised the said Henry Bantleman to pay
him the said last Mentioned Sum of Money
when he the said Anjoo Lubbey Mastry &c
should be thereto afterwards requested yet the
said Anjoo Lubbey Mastry not regarding
the said several promises and undertaking so
made by him in this behalf as aforesaid
but contriving and fraudulently intending &c
craftily and subtilly to deceive and defraud
the said Henry Bantleman hath not yet paid
the said several Sums of Money aforesaid or
any part thereof to the said Henry Bantleman
(Although often Requested so to do) but to pay the
same or any part thereof he the said Anjoo
Lubbey Mastry hath hitherto Wholly refused
and still doth refuse to the Damage of the
said Henry Bantleman of One thousand
two Hundred Star Pagodas and therefore he
brings his Suit &c

AND now in the First Term in the
year one thousand Eight hundred and seven
Mr. is to say on the Second day of February to

First Term 1807

which day was given as well to the said Henry Bantleman as to the said Augio Lubby Maistry and the said Augio Lubby Maistry says nothing in bar or preclusion of the said Action of the said Henry Bantleman by which the said Henry Bantleman remains thereon undefended against the said Augio Lubby Maistry for which the said Henry Bantleman ought to recover his damages by occasion of the premises and afterwards to wit on the fifth day of the said Month of February in the Term last aforesaid the said Court having diligently enquired of what Damages the said Henry Bantleman hath Sustained as well by the Means aforesaid as for his Costs and charges by him about his Suit in this behalf expended do find and adjudge that the said Henry Bantleman hath Sustained Damages by occasion of the premises over and above his Costs and Charges to Eight hundred and Eighty Two Star Pagodas and for those Costs and Charges to one hundred and Ninety Eight Star Pagodas and Two Fanams Therefore it is Considered that the said Henry Bantleman Recover against the said Augio Lubby Maistry his Damages and

Tried Exparte

Judgment signed for the Plaintiff the 3d day of March 1807 -

No 13

Supreme Court

First Term 1804

Judgment Roll

Section 5.

and Costs aforesaid by the Court aforesaid in
Manner and form aforesaid found and
Adjudged Which Damages Costs and Charges
in the Whole Amount to One Thousand and
Eighty Star Pagodas and Two Fanams and the
said Augo Lubby Maistry in Mercy &c

Mercy

94

Linz Lerm 1805

First Term 1807

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

Fort St. George Madras } Francis Lautour, Joseph Goslin and George Arbuthnot put in their place James Sutherland their attorney — against Vencata Rangam in a Plea of Trespass on the case —

Fort St. George Madras } The said Vencata Rangam in person at the Suit of the said Francis Lautour, Joseph Goslin and George Arbuthnot in the Plea aforesaid —

Fort St. George Madras } Be it remembered that on the Twenty Sixth day of January 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 Lautour, Joseph Goslin and George Arbuthnot by James Sutherland their attorney and brought into the said Court then here their certain Plaint against Vencata Rangam in a Plea of Trespass on the case and there are Pledges for the Prosecution to wit John

96

First Term 1807

Plaint in assumpsit
filed 26th January 1807

Fort Saint George Madras. Francis Lansdown Sutherland their Attorney complain of Venceta Rangaru being an Inhabitant of Madras and as such a Person liable to the Jurisdiction of this Honble Court For that Whereas the said Venceta Rangaru heretofore to wit on the Twentieth day of August in the year one thousand Eight hundred and Six at 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 John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconer being then and there partners and joint dealers together in the way of their Commerce by which said Note he the said Venceta Rangaru then and there two Months after the date thereof promised to pay to the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconer (by the Partnership name and description of Messrs Tulloh Brodie & Halyburton & Co.) or order the Sum of Two thousand five hundred Star Pagodas value received And the said Gilbert Falconer for himself

himself and the said John Tulloh William Douglas Brodie and George Haliburton to whom or to whose order the payment of the said sum of money in the said Note mentioned was to be made afterwards and before the payment of the said sum of money mentioned in the said Note or of any part thereof to wit on the same day and year aforesaid at Madras aforesaid indorsed the said Note his own proper hand being to such indorsement subscribed and thereby then and there ordered and appointed the said sum of money in the said Note mentioned to be paid to the said Francis Joseph and George and then and there delivered the said Note so indorsed as aforesaid to the said Francis Joseph and George of which said indorsement so made on the said Note as aforesaid the said Venkata Rangaru afterwards to wit on the same day and year aforesaid at Madras aforesaid had notice by means whereof and by force of the Statute in such case made provided he the said Venkata Rangaru became liable to pay to the said Francis Joseph and George the said sum of money in the said Note specified according to the tenor and effect of

Stat Stamp Duty

the said Note and of the said Indorsement
so made thereon as aforesaid and being
so liable the said Vencata Rangaru in
consideration thereof afterwards to wit on the
same day and year aforesaid at Madras
aforesaid undertook and to the said Francis
Joseph and George then and there faithfully
promised to pay them the said Sum of money
in the said Note mentioned according to the
tenor and effect of the said Note and of the said
Indorsement so made thereon as aforesaid And
Whereas the said Vencata Rangaru afterwards
to wit on the same day and year aforesaid at Madras
aforesaid was indebted to the said Francis Joseph
and George in other Sum of Two thousand five
hundred Star Pagodas Current money of Madras
for so much money by the said Francis Joseph
and George before that time laid out expended
and paid for the said Vencata Rangaru at his
special instance and request and being so
indebted he the said Vencata Rangaru in
consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid
undertook and faithfully promised the said

Francis

Francis Joseph and George to pay Unto the said
last mentioned Sum of money when he the
said Vencatarangam should be thereto
afterwards requested And Whereas the said
Vencatarangam afterwards to wit on the same
day and year aforesaid at Madras aforesaid
was indebted to the said Francis Joseph and
George in other two Thousand five hundred Star
Pagodas of like Current money for so much money by
the said Vencata Pangam before that time had
and received to the use of the said Francis Joseph
and George and being so indebted he the said
Vencata Pangam in consideration thereof afterwards
to wit on the same day and year aforesaid at
Madras aforesaid undertook and to the said
Francis Joseph and George faithfully promised to
pay them the said last mentioned Sum of
money when he the said Vencata Pangam should
be thereto afterwards requested And Whereas
also the said Vencata Pangam afterwards to wit
on the same day and year aforesaid at Madras
aforesaid accounted together with the said
Francis Joseph and George of and concerning
divers other Sums of Money before that time
due

due and owing from the said Venkata Pangarr
to the said Francis Joseph and George and
then being in Arrear and unpaid to them &
And upon which Account the said Venkata
Pangarr was then and there found in Arrear
and indebted to the said Francis Joseph and
George in another large Sum of money to wit the
Sum of other Two thousand five hundred
Star Pagodas of like Current money of Madras
and being so found in Arrear and indebted
he the said Venkata Pangarr 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 Francis Joseph and George to pay them
the said last mentioned Sum of Money when
he the said Venkata Pangarr should be thereto
afterwards requested. Yet the said Venkata Pangarr
not regarding his said several promises and
undertakings so by him made as aforesaid
but contriving and fraudulently intending &
craftily and subtilly to deceive and defraud
the said Francis Joseph and George in this &

behalf

behalf hath not as yet paid the said several Sums of money or any part thereof to the said Francis Joseph and George or to either of them (altho often requested so to do) but he to do this hath wholly refused and still doth refuse to the damage of the said Francis Joseph and George of Five thousand Star Pagodas and therefore they bring Suit &c.

And now in this First Term in the Year One thousand Eight hundred and Seven that is to say on the Twenty first day of February until which day was given as well to the said Francis Joseph and George as to the said Venceta Rangaru to inform the Court of the premises came the said Francis Joseph and George by their Attorney aforesaid and the said Venceta Rangaru altho solemnly demanded came not but therein made default And the Justices having heard the allegations of the Party Plaintiff and examined the truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the said Venceta Rangaru did undertake and promise in manner and form as the said Francis

Suit Exparte -
Judgment for the Plaintiffs on a Verdict in assumpsit

Francis Joseph and George have above thereof complained against him - And they aforesaid the Damages of the said Francis Joseph and George on occasion of the not performing the several promises and undertakings above mentioned over and above their costs and charges by them about their suit in this behalf expended to Two thousand five hundred and Ninety three Pagodas And for their costs and charges to one hundred and ten Pagodas and thirty three Fanams - Therefore it is considered that the said Francis Joseph and George recover against the said Vencata Rangam their said damages costs and charges aforesaid assessed which said damages costs and charges in the Whole amount to Two Thousand Seven hundred and three Pagodas and thirty three Fanams - and the said Vencata Rangam in Mercy &c.

Judgment signed for the Plaintiffs the 10th day of March 1807 -

Mercy

First Term 1807

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

Fort St. George Madras Francis Lautour, Joseph Goslin and George Arbuthnot put in their place James Sutherland their Attorney against Goopee Chitty Narrain in a Plea of Trespass on the Case upon promises —

Fort St. George Madras — the said Goopee Chitty Narrain in his proper person at the suit of the said Francis Lautour Joseph Goslin and George Arbuthnot in the Plea aforesaid

Fort St. George Madras — Be it remembered that of the Twenty fourth day of November in the Vacation after the Fourth Term one thousand eight hundred and six - Before the Supreme Court of Judicature at Madras came Francis Lautour, Joseph Goslin and George Arbuthnot by James Sutherland their attorney and brought into the said Court then there their certain Plaint against Goopee Chitty Narrain in a Plea of Trespass on the Case upon promises - and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Fort St. Geo

Plaint in assumpsit filed Novemb^r 24: 1806

Fort St George ~ Madras Francis Lautour Joseph Gestin and George Arbuthnot by James Sutherland their attorney compleain of Goopee Chitty Narrain of being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court For that Whereas the said Goopee Chitty Narrain heretofore to wit on the Tenth day of February in the year One thousand Eight hundred and Six at 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 thereby one month after date the said Goopee Chitty Narrain promised to pay to the said Francis Joseph and George by the partnership name and description of Messrs. Francis Lautour & Company or their order the sum of Nine Hundred and nine Star Pagodas for Value received in Colombo Arrack and then and there delivered the said note to the said Francis Joseph and George by means whereof and by force of the statute in such case made and provided the said Goopee Chitty Narrain became liable to pay to the said Francis Joseph and George the said sum of money in the said Note mentioned according to the tenor and effect of the

the said note and being so liable the said
Goopee Chitty Narrain in consideration
thereof afterwards to wit on the same day
and year aforesaid at Madras aforesaid
undertook and to the said Francis Joseph and
George then and there faithfully promised
to pay them the said sum of money in the
said note mentioned according to the tenor and
effect of the said note And Whereas the said
Goopee Chitty Narrain afterwards to wit on the
same day and year aforesaid at Madras
aforesaid was indebted to the said Francis
Joseph and George in other sum of Nine
hundred and nine Star Pagodas of like
current money for divers goods wares and
Merchandizes by the said Francis Joseph and
and George before that time sold and delivered
to the said Goopee Chitty Narrain and at
his special instance and request and being
so indebted he the said Goopee Chitty Narrain
in consideration thereof afterwards to wit on
the same day and year aforesaid at Madras
aforesaid undertook and to the said Francis
Joseph and George then and there faithfully
promised to pay them the said last mentioned
sum when he the said Goopee Chitty
Narrain

Narrain should be thereto afterwards requested &c
And Whereas afterwards to wit on the same
day and year aforesaid at Madras aforesaid
in consideration that the said Francis Joseph
and George at the like special instance and
request of the said Goopee Chitty Narrain had
before that time sold and delivered to the said
Goopee Chitty Narrain divers other Goods Wares
and Merchandizes by the said Goopee Chitty
Narrain undertook and to the said Francis
Joseph and George then and there faithfully
promised to pay them so much money
as the last mentioned Goods Wares and
Merchandizes at the time of the sale and
delivery thereof to the said Goopee Chitty
Narrain as aforesaid were reasonably worth
whenever by the said Goopee Chitty Narrain
should be thereto afterwards requested. And
they the said Francis, Joseph and George aver
that the Goods Wares and Merchandizes last
mentioned at the time of the sale and
delivery thereof to the said Goopee Chitty
Narrain as aforesaid were reasonably worth
other Nine Hundred and Nine Pagodas
Current money aforesaid, to wit at Madras
aforesaid whereof the said Goopee Chitty Narrain

afterwards

afterwards to wit on the same day and year aforesaid there had Notice And Whereas the said Goopee Chitty Narrain afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Francis Joseph and George in other Nine hundred and Nine Pagodas of like Current money for money by the said Goopee Chitty Narrain before that time had and received to the use of the said Francis Joseph and George and being so indebted he the said Goopee Chitty Narrain in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Francis Joseph and George to pay them the said last mentioned Sum of money when he the said Goopee Chitty Narrain should be thereto afterwards requested And Whereas also the said Goopee Chitty Narrain afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together with the said Francis Joseph and George of and concerning divers other sums of money before that time due and owing from the said Goopee Chitty Narrain to the said Francis Joseph and George and then being in arrear

And

and unpaid and upon which account the said
Goopee Chitty Narrain was then and there so
found in arrear and indebted to the said Francis
Joseph and George in another large Sum of Money
to wit the Sum of other Nine hundred and Nine
Pagodas of like current money of Madras and being
so found in arrear and indebted he the said
Goopee Chitty Narrain 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 Francis
Joseph and George to pay them the said last
mentioned Sum of Money when he the said
Goopee Chitty Narrain should be thereto
afterwards requested - Yet the said Goopee Chitty
Narrain not regarding his said several promises
and undertakings so by him
as aforesaid, but contriving, and fraudulently
intending craftily and subtilly to deceive and
defraud the said Francis Joseph and George
in this behalf, hath not as yet paid the said
several sums of money or any part thereof to the
said Francis Joseph and George or to any or
either of them (although so to do he the said
Goopee Chitty Narrain was often requested by
the said Francis Joseph and George) but he to
do

do this hath wholly refused and still doth refuse
to the damage of the said Francis Joseph and
George of One thousand Five Hundred Pagodas
and therefore they bring Suit &c.—

And Now in this First Term in the
year One thousand Eight hundred and Seven
that is to say on the Fourteenth day of February
until which day was given as well to the said
Francis Joseph and George as to the said Goopee
Chitty Narrain to inform the Court of their
premises came the said Francis Joseph and
George by their Attorney aforesaid and the said
Goopee Chitty Narrain altho solemnly demanded
came not but therein made default. And the
Justices having heard the Allegations of the
party Plaintiff and examined the truth
thereof and duly considered the evidence
produced on the part of the said Plaintiff say
that the said Goopee Chitty Narrain did undertake
and promise in manner and form as the said
Francis Joseph and George have above thereof
complained against him. And they assess the
damages of the said Francis Joseph and George
on occasion of the not performing the several
promises and undertakings above mentioned over
and above their costs and charges by them about
their

Tried Exparte
Judgment for the Plaintiffs
on a Verdict in assumpsit

their Suit in this behalf expended to Nine hundred and Ninety eight Pagodas And for those Costs and Charges to One Hundred and Nineteen Pagodas and Fourteen Fanams — Therefore it is considered that the said Francis Joseph and George recover against the said Goopee Chitty their said damages Costs and Charges aforesaid assessed which said damages Costs and Charges in the whole Amount to One Thousand one Hundred and Seventeen Pagodas and Fourteen Fanams And the said Goopee Chitty Warrant in Mercy &c

Judgment signed for Pltffs the tenth day of March 1807

Mercy

112

Trin. Term 1807

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

Madras ss — Balakistna Pundiah puts in his place Robert Orme his Attorney against Goroomada Chitty in a Plea of Trespass on the case upon Promises —

Madras ss — The said Goroomada Chitty in his proper person at the Suit of the said Balakistna Pundiah in the Plea aforesaid —

Madras ss — Be it Remembered that as of the Fourth Term in the Year one thousand eight hundred and six — before the Supreme Court of Judicature at Madras came Balakistna Pundiah by his attorney Robert Orme and brought into the said Court then there his Certain Plaint against Goroomada Chitty in a Plea of Trespass on the case, upon Promises, and there are pledges for the Prosecution, to wit, John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras ss

114

First Term 1807

Plaint in assumpsit
filed 24th December 1806

Madras ss Balakristna Pundiah by Robert Orme his attorney Complains of Goorooada Chitty being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Goorooada Chitty on the Sixth Day of March in the Year of Christ one thousand eight hundred and two to wit at Madras aforesaid made his certain Note in writing commonly called a Promissary 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 Balakristna Pundiah and thereby three Months after date thereof promised to pay to the said Balakristna Pundiah or order the Sum of Six hundred and Ninety Star Pagodas and twenty eight Fanams with Interest at the rate of Ten per Cent per annum By reason whereof and by force of the Statute in such case made and provided the said Goorooada Chitty became liable to pay to the said Balakristna Pundiah the said Sum of money mentioned in the said Note according to the tenor and effect of the said Note And being so liable he the said Goorooada Chitty in Consideration thereof Afterwards to wit on the same day and year aforesaid

aforesaid at Madras aforesaid undertook and faithfully promised the said Balakristna Pundiah 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 Gooroonada Chitty afterwards to wit on the Tenth Day of June in the said year One thousand eight hundred two at Madras aforesaid was indebted to the said Balakristna Pundiah in the Sum of One thousand Star Pagodas of the Current Money of Madras for so much money by the said Balakristna Pundiah before that time lent and advanced to the said Gooroonada Chitty and at his special instance and request and being so indebted he the said Gooroonada Chitty in consideration thereof afterwards to wit on the same Day and year last aforesaid at Madras aforesaid undertook and there faithfully promised the said Balakristna Pundiah to pay him the said last mentioned Sum of Money when he the said Gooroonada Chitty should be thereunto afterwards requested And Whereas also the said Gooroonada Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Balakristna

Pundiah

Pundiah in the further Sum of One thousand Star Pagodas of like Current Money for so much Money by the said Balakistna Pundiah before that time laid out expended and paid for the said Goorooada Chitty and at his special instance and request and being so indebted he the said Goorooada Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and there and there faithfully promised the said Balakistna Pundiah to pay him the said last Mentioned Sum of Money when he the said Goorooada Chitty should be thereunto afterwards requested And Whereas also the said Goorooada Chitty afterwards to Wit on the same Day and year last aforesaid at Madras aforesaid was indebted to the said Balakistna Pundiah in the further Sum of One thousand Star Pagodas of like Current money for so much money by the said Goorooada Chitty before that time had and received to and for the use of the said Balakistna Pundiah and at his special instance and request and being so indebted he the said Goorooada Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook

Supreme Court

First Term 1807

Judgments Roll

Section 6

undertook and then and there faithfully pro-
promised the said Balakistna Pundiah
to pay him the said last mentioned Sum of
Money when he the said Goovoonada Chitty
should be thereunto afterwards requested And
Whereas also the said Goovoonada Chitty after-
wards to wit on the same day and year last
aforesaid at Madras aforesaid Accounted with
the said Balakistna Pundiah of and concern-
ing divers other Sums of Money before that
time due and owing from the said Go-
Goovoonada Chitty to the said Balakistna
Pundiah and then being in arrear and
unpaid and upon that accounting the said
Goovoonada Chitty was then and there found
to be in arrear and indebted to the said
Balakistna Pundiah in the further Sum
of One thousand Star Pagodas of like Current
money and being so found in arrear and
indebted he the said Goovoonada Chitty in
Consideration thereof Afterwards to wit on
the same Day and year last aforesaid at
Madras aforesaid undertook and then and
there faithfully promised the said Balakistna
Pundiah to pay him the said last Mentioned
Sum of money when he the said Goovoonada
Chitty

Chitty should be thereunto afterwards requested
Yet the said Goorroonada Chitty not regarding
his said several Promises and undertakings
so by him made in manner and form
aforesaid but contriving and fraudulently &
intending Craftily and subtilly to deceive and
defraud the said Balakristna Pundiah 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 Goorroonada
Chitty was requested by the said Balakristna
Pundiah to wit on the same Day and year
last aforesaid and often afterwards to wit at
Madras aforesaid) But the said Goorroonada Chitty
to pay the same or any of them or any part
thereof to the said Balakristna Pundiah hath
hitherto wholly refused and still doth refuse
To the Damage of the said Balakristna Pundiah
of One thousand Star Pagodas and therefore he
brings Suit &c.

And now in this First Term
in the year One thousand Eight hundred
and Seven that is to say on the Second day
of February to which day was given as well
well to the said Balakristna Pundiah as

No 16 to

to the said Goovoonauda Chitty and the said Goovoonauda Chitty says nothing in bar or preclusion of the said action of the said Balakrishna Pundiah by which the said Balakrishna Pundiah remains thereim undefended against the said Goovoonauda Chitty for which the said Balakrishna Pundiah ought to recover his Damages by occasion of the premises And afterwards to wit on the Eighteenth day of February in the Term last aforesaid the said Court having deligently enquired what Damages the said Balakrishna Pundiah hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended Do find and Adjudge that the said Balakrishna Pundiah hath sustained Damages by occasion of the Premises over and above his Costs and Charges to One Thousand and Thirty Six Star Pagodas and Thirty one Fanams and for those Costs and Charges to One Hundred and eighteen Pagodas and forty one Fanams Therefore it is considered that the said Balakrishna Pundiah do recover against the said Goovoonauda Chitty his Damages and Costs aforesaid by the Court aforesaid

Tried Exparte
Judgment for Plaintiff
on a verdict in a former suit

Judgment signed for the Plaintiff the 12.th day of March 1807 –

aforesaid in manner and form aforesaid
found and adjudged which Damages
Costs and Charges in the whole Amount
to One Thousand One Hundred and fifty five
Pagodas and twenty eight Fanams and the
said Gooroonanda Chitty in Mercy &c

Mercy

First Term 1807

First Term 1807

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

Madras ss - - Totticala Casava Moodelliar puts in his place Robert orme his attorney against Manaly Chinniah Moodelliar in a Plea of Trespass on the Case -

Madras ss - The said Manaly Chinniah Moodelliar in his proper person at the Suit of the said Totticala Casava Moodelliar in the Plea aforesaid -

Madras ss - - Be it remembered that as of the Fourth Term in the Year one thousand eight hundred and Six Before the Supreme Court of Judicature at Madras came Totticala Casava Moodelliar by Robert Orme his Attorney and brought into the said Court then here his certain Plaint against Manaly Chinniah Moodelliar in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followes in these words that is to say

Plaint in assumpsit
filed 28. October 1806

Madras ss Tottercala Casava Moodelliar by
Robert Orme his Attorney Complains of Manaly
Chinniah Moodelliar Being an Hindoo &
Inhabitant of Madras and as such subject to the Juris-
diction of this Honorable Court For that Whereas
the said Manaly Chinniah Moodelliar heretofore
to wit on the Fifteenth Day of September in the
Year of Christ One Thousand eight hundred and
five at Madras aforesaid according to the Usage and
Customs of 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 there and
there delivered the said Note to the said Tottercala
Casava Moodelliar whereby the said Manaly
Chinniah Moodelliar acknowledged that in
Consequence of his urgent occasion he had that
Day borrowed and received of him the said
Tottercala Casava Moodelliar the Sum of One
Thousand Five hundred and Ninety Star Pagodas
Current Money of Madras which sum he the
said Manaly Chinniah Moodelliar did thereby
engage to repay to the said Tottercala Casava
Moodelliar on Demand with all such Interest
as should or might become due thereon at the

rate

rate of Six per Cent per annum By reason or
whereof and according to the usage and Custom
of such Hindoo Natives the said Manaly Chinniah
Moodelliar became liable to pay to the said Tottecala
Casava Moodelliar the said Sum of money
Mentioned in the said Note according to the tenor
and effect of the said Note And being so liable
he the said Manaly Chinniah Moodelliar
in Consideration thereof afterwards wit on
the same Day and year aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Tottecala Casava
Moodeliar 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 Manaly Chinniah Moodelliar afterwards
to wit on the same Day and year aforesaid
at Madras aforesaid was indebted to the said
Tottecaly Casava Moodeliar in the Sum of
Three thousand Star Pagodas of the Current
Money of Madras for so much Money by the
said Tottecaly Casava Moodeliar before that
time lent and advanced to the said
Manaly Chinniah Moodelliar at his
special instance and request and being so
undetted

indebted he the said Manaly Chinniah Moodelliar in Consideration thereof afterwards to wit on the same Day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tottecala Casava Moodelliar to pay him the said last mentioned Sum of Money when he the said Manaly Chinniah Moodelliar should be thereunto afterwards requested And Whereas also the said Manaly Chinniah Moodelliar afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Tottecala Casava Moodelliar in the further Sum of Three thousand Star Pagodas of like Current Money for so much Money by the said Tottecala Casava Moodelliar before that time laid out expended and paid for the said Manaly Chinniah Moodelliar and at his special instance and request and being so indebted he the said Manaly Chinniah Moodelliar in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tottecala Casava Moodelliar to pay him the said last mentioned Sum of money when he the said Manaly Chinniah Moodelliar

should

should be thereunto afterwards requested And
Whereas also the said Manaly Chinniah Moodelliar afterwards to wit on the same Day
and Year aforesaid at Madras aforesaid was
indebted to the said Sotteraly Casava Moodelliar
in the further Sum of three thousand Star
Pagodas of like Current Money for so much
money by the said Manaly Chinniah Moodelliar before that time had and received
to and for the use of the said Sotteraly Casava
Moodelliar and at his special instance and
request and being so indebted he the said
Manaly Chinniah Moodelliar 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 Sotteraly Casava Moodelliar to pay him or
the said last mentioned Sum of Money when
he the said Manaly Chinniah Moodelliar should
be thereunto afterwards requested And Whereas
also the said Manaly Chinniah Moodelliar
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid Accounted with the
said Sotteraly Casava Moodelliar of and concerning

divers other Sums of Money before that time due
and owing from the said Manaly Chinniah
Moodelliar to the said Tottecaly Casawa Moodelliar
and then being in arrear and unpaid and upon
that accounting the said Manaly Chinniah
Moodelliar was then and there found to be in
arrear and indebted to the said Tottecaly Casawa
Moodelliar in the further Sum of Three
thousand Star Pagodas of the like Current
Money and being so found in arrear and
indebted he the said Manaly Chinniah
Moodelliar 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 Tottecaly Casawa
Moodelliar to pay unto the said last mentioned
Sum of Money when he the said Manaly
Chinniah Moodelliar should be thereunto
afterwards requested Yet the said Manaly
Chinniah Moodelliar not regarding his said
several promises and undertakings so by him
made in manner and form aforesaid but
contriving and fraudulently intending
craftily and subtilly to deceive and defraud

the

the said Sottecaly Casava Moodelliar in this behalf hath not yet paid the said several Sums of Money or any of them or any part thereof Saltho so to do he the said Manaly Chinniah Moodelliar was requested by the said Sottecala Casava Moodelliar to writ on the same day and year aforesaid and often afterwards to wit at Madras aforesaid) But the said Manaly Chinniah Moodelliar to pay the same or any of them or any part thereof to the said Sottecaly Casava Moodelliar hath hitherto Wholly refused and still doth refuse To the Damage of the said Sottecaly Casava Moodelliar of Three thousand Star Pagodas and therefore he brings suit &c.—

And now in this First Term in the said year One thousand Eight hundred and Seven that is to say on the Second day of February to which day was given as well to the said Sottecala Cashava Moodeliar as to the said Manaly Chinniah Moodelliar and the said Manaly Chinniah Moodelliar says nothing in bar or preclusion of the said Action of the said Sottecala Cashava Moodelliar

Moodeliar by which the said Tolleralla Cashava
Moodeliar remains therein undefended as
against the said Manaly Chinniah
Moodeliar for which the said Tolleralla Cashava
Moodeliar ought to recover his Damages by
occasion of the Premises And afterwards to
wit on the Ninth day of February in the Term
Tried Ex parte Judgment for the Plaintiff on a Verdict in assumpsit last aforesaid the said Court having diligently
enquired what Damages the said Tollaralla
Cashava Moodeliar hath sustained as well
by the means aforesaid as for his Costs and
Charges by him about his Suit in this behalf
expended Do find and adjudge that the said
Tolleralla Cashava Moodeliar hath sustained
Damages by occasion of the Premises over and
above his Costs and Charges to One thousand
Seven hundred and thirty Pagodas and for those
Costs and Charges to One hundred and Twenty
three Pagodas and Twenty three Fanams &c
Judgment signed for the Plaintiff the 12th day of March 1807 Therefore it is considered that the said Tolleraly
Cashava Moodeliar do recover against the said
Manaly Chinniah Moodeliar his Damages
and Costs aforesaid by the Court aforesaid in
manner and form aforesaid found and
adjudged which Damages Costs and

Charges

Charges in the whole amount to one Thousand
Eight hundred and fifty three Pagodas and
twenty three Fanams and the said Mandy
Chinniah Moodeliar in Mercy &c.

Mercy

First Term 1807

First Term 1807

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

Madras ss — Gandavady Shashachella Chitty puts in his place Robert orme his attorney against Gandavady Raumasawmy in a Plea of Trespass on the case -

Madras ss — The said Gandavady Raumasawmy puts in his place Daniel Neale his attorney at the Suit of the said Gandavady Shashachella Chitty in the Plea aforesaid -

Madras ss — Be it remembered that as of the Fourth Term in the Year one thousand eight hundred and Six Before the Supreme Court of Judicature at Madras came Gandavady Shashachella Chitty by Robert Orme his attorney and brought into the said Court then there his certain Plaint against Gandavady Raumasawmy 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

Plaint in assumpsit filed 16.th January 1807

Madras ss Gandavady Shashachella Chitty by Robert Orme his Attorney complains of Gandavady Ramasawmy being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For That Whereas the said Gandavady Ramasawmy heretofore to wit on the first day of June in the Year of Christ one thousand seven hundred and ninety seven at Madras aforesaid according to the usage 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 Gandavady Shashachella Chitty whereby the said Gandavady Ramasawmy by the name and description of Gan Ramasawmy acknowledged that in consequence of his urgent occasion he had that day borrowed and received of him the said Gandavady Sashachella Chitty the Sum of (55) fifty five Star Pagodas Current money of Madras which Sum he the said Gandavady Ramasawmy did thereby engage to repay the said Gandavady Shashachella Chitty on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum By reason whereof and

according

according to the usage and custom of such Hindoo
Natives the said Gandavady Rammasawmy &c
became liable to pay to the said Gandavady &
Shashachella Chitty the said Sum of Money
mentioned in the said Note according to the tenor
and effect of the said Note and being so liable
he the said Gandavady Rammasawmy 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 Gandavady Shashachella Chitty 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 Gandavady &
Rammasawmy afterwards to wit on the same
day and year aforesaid at Madras aforesaid
was indebted to the said Gandavady Shashachela
Chitty in the further Sum of One hundred
Star Pagodas of like current money for so much
money by the said Gandavady Shashachela &
Chitty before that time lent and advanced to
the said Gandavady Rammasawmy and at
his special instance and request and being
so indebted he the said Gandavady Rammas-
awmy 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 Gandavady Shasha-
chella Chitty to pay him the said last mentioned
Sum of Money when he the said Gandavady
Raumasawmy should be thereunto afterwards
requested And Whereas also the said Gandavady
Raumasawmy afterwards to wit on the same day
and year aforesaid at Madras aforesaid accounted
with the said Gandavady Sashachela Chitty of and
concerning divers other Sums of Money before that
time due and owing from the said Gandavady
Raumasawmy to the said Gandavady Shashachela
Chitty and then being in arrear and unpaid and
upon that accounting the said Gandavady Rauma-
sawmy was then and there found to be in
arrear and indebted to the said Gandavady
Shashachella Chitty in the further Sum of Five
Hundred Star Pagodas of like Current Money and
being so found in arrear and indebted he the said
Gandavady Raumasawmy 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
Gandavady Shashachella Chitty to pay him the
said last mentioned Sum of Money when he

the

the said Gandavady Ramanadawny should be thereunto afterwards requested Yet the said Gandavady Ramanadawny not regarding his said several promises and undertakings so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Gandavady Shashachela Chitty 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 Gandavady Ramanadawny was requested by the said Gandavady Shashachela Chitty to wit on the same day and year aforesaid and often afterwards to wit at Madras aforesaid) But the said Gandavady Ramanadawny to pay the same or any of them or any part thereof to the said Gandavady Shashachela Chitty hath hitherto wholly refused and still doth refuse To the Damage of the said Gandavady Shashachela Chitty of One hundred Star Pagodas and therefore he brings Suit &c

And afterwards in the Vacation of the same Term the said Gundaveddy Ramanadawy by Daniel Seale 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 Gundaveddy Sashachellum hath above thereof Complained against him and

Plea filed 30th January 1807

Issue Joined

of this he puts himself upon the Court - And the said Gundaveddy Sashachellum Chitty doth the like -

Judgment for the Plaintiff on a Verdict in assumpsit

And now in this First Term in the year one thousand eight hundred and Seven that is to say on the Fourteenth day of February to which day was given as well to the said Gundavady Shashachella Chitty as to the said Gundavady Raumasawmy Chitty to inform the Court of the Premises at which day came the Parties aforesaid by their said attornies - and the Justices of the said Court having heard the respective Allegations of the Parties and Examined the truth thereof and duly and deliberately Considered the Evidence on both sides say that the said Gundavady Rauma=sawmy Chitty did promise and undertake in manner and form as the said Gundavady Shashachella Chitty hath above thereof Complained against him - and they assess the Damages of the said Gundavady Shashachella Chitty on Occasion of the Premises besides his Costs and Charges by him about his Suit in this behalf Expended to one hundred and Nineteen Pagodas Therefore it is Considered that the said Gundavady Shashachella Chitty do recover against the said Gundavady Raumasawmy Chitty his Damages aforesaid in form aforesaid assessed and also one hundred and thirteen Pagodas and thirty Fanams for his Costs and Charges by the said Court now here adjudged to the said Gundavady Shashachella Chitty with his assent.

Judgment signed for the Plaintiff the 12th day of March 1807

which

which said Damages Costs and Charges in the whole amount
to Two hundred and thirty two Pagodas and thirty Fanams
Mercy and the said Gandavady Raumasawmy Chitty in Mercy &c

First Term 1807

First Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice — and the Honble Sir Henry Gwillim, Knights, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the Year one Thousand eight hundred and seven —

Fort St. George
Madras ss } Pauliam Shishnamah Chitty puts in his place Townes Disney his attorney against Lewis Xavier de Silva in a Plea of Debt

Fort St. George
Madras ss } The said Lewis Xavier de Silva in his proper person at the Suit of the said Pauliam Shishnamah Chitty in the Plea aforesaid —

Fort St. George
Madras ss } 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 Pauliam Shishnamah Chitty by Townes Disney his attorney and brought into the said Court then there his certain Plaint against Lewis Xavier de Silva in a Plea of Debt " " " " " " and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Supreme Court

First Term 1807

Judgment Roll

Section 7th

Abstracts

First Term 1807

141

Plaintiff debt
filed 19th December
1806 –

Fort Saint George Madras ss. Pauliam Kistnamah
Chitty of Madras Inhabitant by Fownes Disney
his Attorney complains of Lewis Xavier de Silva
being an Inhabitant of Madras and as Such liable
to the jurisdiction of this Honble Court of a plea
that he render to him the said Pauliam
Kistnamah Chitty Six hundred Star Pagodas
which he the said Lewis Xavier de Silva owes
to and unjustly detains from him. For that
Whereas the said Lewis Xavier de Silva
heretofore to wit on the Twentieth day of May
in the year One Thousand eight hundred and
five at Madras aforesaid by his certain Writing
Obligatory Sealed with the Seal of the said Lewis
Xavier de Silva and to the Court now here
Shewn the date whereof is on the day and year
aforesaid acknowledged himself to be held and
firmly bound unto the said Pauliam
Kistnamah Chitty in the penal Sum of Six
hundred Star pagodas to be paid to the said
Pauliam Kistnamah Chitty when he Should
be thereunto afterwards requested. Yet the said
Lewis Xavier de Silva although often
requested to pay the same hath not yet paid
the said Sum of Six hundred Star Pagodas
above demanded or any part thereof to the

Said

First Term 1807

said Paulian Kistnamah Chitty but to pay the same or any part thereof he the said Louis Xavier de Silva hath hitherto wholly refused and still refuses so to do, to the said Paulian Kistnamah Chitty his damage of two Star pagodas and therefore he brings his suit &c

And now in this First Term in the year One thousand eight hundred and seven, that is to say on the Seventeenth day of February to which day was given as well to the said Paulian Kistnamah Chitty as to the said Louis Xavier de Silva to inform the said Court of the premiss, comes the said Paulian Kistnamah Chitty by his Attorney aforesaid and the said Louis Xavier de Silva came not to Answer, nor did he say any thing in bar or preclusion and so forth And the said Justices having heard the Allegations of the party Plaintiff and examined the truth thereof and duly considered the evidence produced on the part of the said Paulian Kistnamah Chitty say, that the Writing Obligatory in the said Declaration mentioned is the Deed of him the said Louis Xavier De Silva in manner and form as the said Paulian Kistnamah Chitty hath above thereof complained

Tried Exparte Judgment for the Plaintiff on a Verdict in Debt-

Judgment signed for the Plaintiff the 16th day of March 1807 –

against him. And do adjudge that the said Pauliam Kistnamah Chitty Recover against the said Lewis Xavier DeSilva the Sum of Three hundred and nineteen Pagodas for his debt, and also the Sum of One hundred and nine Pagodas and thirty four Fanams for his damages which he hath sustained, as well by occasion of detaining the said debt as for his costs and charges by him about his Suit in that behalf expended, which said debt and Damages amount in the whole to Four hundred and twenty eight Pagodas, and thirty four Fanams And that the said Pauliam Kistnamah Chitty

Execution have execution thereof &c –

And thereupon the said Pauliam Kistnamah Chitty by Townes Disny his attorney prays the Writ of our Lord the King of Fiere 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 Lewis Xavier De Silva 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 Six hundred Pagodas for debt which the said Pauliam Kistnamah Chitty recovered against the said Lewis Xavier de Silva and also one hundred and nine Pagodas and thirty four Fanams adjudged to the said Pauliam Kistnamah Chitty for his damages which he had sustained as well on Accasion of the detention of the said debt as for his Costs and Charges by him about his Suit in that behalf Expended – and it is granted unto him returnable here on the 16th day of April next –

Writ of Fie Fa. issued on the 16th March 1807

1464

First Leim 1807

First Term 1807

145

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - The Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights His majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the Year one thousand eight hundred and Seven -

Madras to wit - Adrian De Fries, John De Fries and Lewis de Fries put in their place Daniel Neale their attorney against William Abbatt and Richard Arthur Maitland in a Plea of Debt -

Madras to wit - The said William Abbatt and Richard Arthur Maitland put in their place Gilbert Ricketts their attorney at the Suit of the said Adrian De Fries, John De Fries and Lewis de Fries in the Plea aforesaid -

Madras to wit - Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came Adrian De Fries, John De Fries and Lewis de Fries by Daniel Neale their Attorney, and brought into the said Court then there their Certain Plaint against William Abbott and Richard Arthur Maitland in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say

Madras

First Term 1807

Plaint in debt filed 3d February 1807

Madras to wit. Adrian De Fries John De Fries and Lewis De Fries by Daniel Neale their Attorney Complain of William Abbott and Richard Arthur Maitland who are respectively British Subjects and as such liable to the Jurisdiction of this Honorable Court of a Plea that they render to the said Adrian John and Lewis Forty seven thousand Seven hundred and fifty Eight Star Pagodas - Three Fanams and Sixty Cash of the Current Money of Madras &c which the said William and Richard Arthur owe to and unjustly detain from the said Adrian John and Lewis For that Whereas the said William and Richard Arthur on the Thirty first day of May in the Year of our Lord One thousand Eight hundred and Six to wit at Madras by their certain Writing Obligatory Sealed with the Seals of them the said William and Richard Arthur and to the Court now here Shewn the date Whereof is the same day and Year aforesaid acknowledged themselves (by the Names and Descriptions of William Abbott & and Richard Arthur Maitland of Fort Saint George Madras Merchants and Copartners) to be jointly and severally held and firmly bound unto the said Adrian John and Lewis (by the Names and Description of Adrian De Fries, John De Fries and Lewis

De Fries of the same place Merchants and Copartners in the said Forty Seven thousand Seven hundred and fifty Eight Star Pagodas, three fanams and Sixty Cash to be paid to the said Adrian John and Lewis whenever afterwards they the said William and Richard Arthur should be thereto required Yet the said William and Richard Arthur altho often requested have not nor hath either of them paid the said Forty Seven thousand, Seven hundred and fifty Eight Star Pagodas three fanams and Sixty Cash or any part thereof to the said Adrian John and Lewis or either of them But to pay the same or any part thereof to the said Adrian John and Lewis or to either of them they the said William and Richard Arthur 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 Adrian John and Lewis of One hundred Star Pagodas and therefore they bring their Suit &c

And afterwards that is to say in the said First Term of the said Year one thousand eight hundred and Seven the said William and Richard Arthur by Gilbert Richetts their Attorney come and defend the wrong and injury when &c and say that the said Writing Obligatory in the said Plaint mentioned is not their deed and of this they put

Plea filed 11th February 1807

I Saw. Joined

put themselves upon the Court &c. — And the said Adrian, John & Lewis do the like —

Afterwards that is to say on the Seventeenth day of February in this Term came as well the said Adrian, John and Lewis by their said Attorney as the said William and Richard Arthur by their Attorney aforesaid & Whereupon the said William and Richard Arthur relinquishing the Plea by them above pleaded & say that they cannot deny the said Action of the said Adrian, John and Lewis nor but that the said Writing Obligatory in the said Plaint of the said Adrian John and Lewis above & mentioned is the deed of them the said William and Richard Arthur nor but that they the said William and Richard Arthur do owe to and & detain from the said Adrian John and Lewis the said Sum of Forty Seven thousand Seven Hundred and fifty eight Star Pagodas Three & Fanams and Sixty Cash above demanded in manner and form as the said Adrian John and Lewis have above thereof complained & against them the said William and Richard Arthur — Therefore it is considered and adjudged by the Justices of the Court here that the said Adrian, John and Lewis recover

Plea Retracted & Cognovit filed on the 18th March 1807

Judgment by Cognovit in debt

Judgment signed for the Plaintiffs the 18 day of March 1807.

said William and Richard Arthur their
said debt and also Sixty eight Pagodas and
thirty eight Fanams for their damages
which they have sustained as well by occasion
of the detaining of the same debt as for their
Costs and charges by them about their Suit
in this behalf expended And the said
William and Richard Arthur in Mercy &c.

Mercy

150

First Term 1807

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

Fort St. George to wit } Iswadanum Paupiah Braminy puts in his place William Light his Attorney against John Tulloh, William Douglas Brodie and George Halyburton in a Plea of Debt —

Fort St. George to wit } The said John Tulloh, William Douglas Brodie and George Halyburton at the suit of the said Iswadanum Paupiah Braminy in the Plea aforesaid —

Fort St. George 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 Iswadanum Paupiah Braminy by William Light his Attorney and brought into the said Court then there his certain Plaint against John Tulloh, William Douglas Brodie and George Halyburton in a Plea of Debt, and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

152

First Term 1807

Plaintiff Debt
filed 31st March
1806

Fort St George To Wit Auvadanum Paupiah
Branning by William Light his Attorney &c
complains of John Sulloh, William Douglas
Brodie and George Halyburton being British
Subjects of Madras and as such within the
Jurisdiction of this Honorable Court of a Plea
that they render to the said Auvadanum Paupiah Branning certain Obligations commonly
called Bonds the property of the said Auvadanum
Paupiah Branning which they unjustly detain
from the said Auvadanum Paupiah Branning
For that the said Auvadanum Paupiah Branning
on the thirteenth Day of July in the year of
Christ one thousand eight hundred and two. was
lawfully possessed of divers to wit nine Obligations
commonly called Bonds to Wit a certain Bond
sealed with the Seal of His late Highness Omdut
ul Omrah Nabob of the Carnatick whereby the
said Omdut ul Omrah had bound himself to
the said Auvadanum Paupiah Branning
in the penalty of one hundred and twenty thousand
Star Pagodas a certain other Bond sealed with
the Seal of the said Omdut Ul Omrah whereby
the said Omdut Ul Omrah had bound himself
to the said Auvadanum Paupiah Branning

in the penalty of one hundred and forty thousand
Star pagodas a certain other Bond sealed with
the Seal of the said Omdut ul Omrah whereby
the said Omdut ul Omrah had bound himself
to the said Anvadanum Paupiah Braming in
the penal Sum of One hundred and four
thousand Star pagodas a certain other Bond
sealed with the Seal of the said Omdut ul
Omrah whereby the said Omdut ul Omrah
had bound himself to the said Anvadanum
Paupiah Braming in the penal Sum of One
hundred and ten thousand Star Pagodas a certain other
Bond sealed with the Seal of the said Omdut
ul Omrah whereby the said Omdut ul Omrah
had bound himself to the said Anvadanum
Paupiah Braming in the penal Sum of One
hundred and fourteen thousand Star pagodas a
certain other Bond sealed with the Seal of the
said Omdut ul Omrah whereby the said Omdut
ul Omrah had bound himself to the said
Anvadanum Paupiah Braming in the penal
Sum of Eighty three thousand five hundred
and forty five Star pagodas a certain other
Bond sealed with the Seal of his Highness
Hussein ul Mulk whereby the said Hussein

ul

ul Mulk bound himself to the said Anwadanum Panpiah Branmy in the penal Sum of two hundred thousand Star Pagodas a certain other Bond Sealed with the Seal of the said Hussein ul Mulk whereby the said Hussein ul Mulk bound himself to the said Anwadanum Panpiah Branmy in the penal Sum of One Hundred and Sixty nine thousand and Ninety Six Star Pagodas which said Several Bonds respectively were then and are now in full force and being so possessed he the said Anwadanum Panpiah Branmy afterwards to wit on the same day and Year aforesaid at Madras aforesaid did deliver the said Obligations or Bonds to the said John William Douglas and George to be safely kept by the said John William Douglas and George under the following condition to Wit that whenever he the said Anwadanum Panpiah Branmy or his Heirs should demand the said Obligations or Bonds they

the said John William Douglas and George should render the said Obligations or Bonds to the said Auvadanum Paupiah Branning And the said Auvadanum Paupiah Branning in fact saith that he the said Auvadanum Paupiah Branning on or afterwards to wit on the Eleventh day of September in the Year one thousand eight hundred and five at Madras aforesaid did demand of the said John William Douglas and George the said Obligations or Bonds to be by them rendered to the said Auvadanum Paupiah Branning. Nevertheless the said John William Douglas and George altho often requested have not rendered to the said Auvadanum Paupiah Branning the said Obligations or Bonds but have wholly refused and yet do refuse to render the same to him and unjustly detain the same from the said Auvadanum Paupiah Branning to his Damage of one thousand two hundred Star Pagodas and therefore he brings his Suit &c-

imparlance

And afterwards to wit in the Fourth Term of the same Year one thousand eight hundred and Six in the said Supreme Court of Judicature at Madras till which Term the said John, William Douglas and George had leave to impark to the said Plaint and then to answer the same came as well the said Auvadanum Paupiah Branning by his said attorney as the said John, William Douglas and George by their said attorney,- and the said John, William Douglas and George come and defend the wrong and injury &c

Special Plea filed 22. September 1806

say that they do not detain the several Obligations
in the said Plaint mentioned or any or either
of them in manner and form as the said Pursuit
hath in and by his Plaint in that behalf above
alledged and of this they put themselves upon the
Court and for further Plea in this behalf 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 the said John William
Douglas and George say that the said Pursuit
ought not to have or maintain his aforesaid action
against them because they say that after the
delivery of the said several Obligations in
the said Plaint mentioned to the said John,
William Douglas and George and before the
filing the Plaint of the said Pursuit in this
behalf to wit on the Fourteenth day of July
in the Year One Thousand Eight hundred
and two at Madras the said Pursuit being then
and there indebted in divers large Sums of
money to the said John, William Douglas and
George and being desirous of obtaining a delay of
payment thereof and also of borrowing divers
other large Sums of Money from the said John

William Douglas and George did for that purpose propose and agree with the said John, William Douglas and George that the aforesaid several obligations in the said Plaint mentioned should remain deposited in the possession and custody of the said John, William Douglas and George as a security and pledge for the repayment of the Monies so due and owing or which might thereafter be due and owing from the said Panpiah to the said John, William Douglas and George and the said John, William Douglas and George aver that they confiding in the said Agreement of the said Panpiah and in the said security and pledge did thereafter forbear and give time for payment of the aforesaid Sums of money so then due and owing from the said Panpiah to the said John, William Douglas and George for a long space of time to wit for the space of three Years then next ensuing and did also lend and advance to the said Panpiah divers other large Sums of Money by reason whereof a large Sum of Money to wit the Sum of Two hundred Thousand Pagodas became and now is due and owing from the said Panpiah

Paupiah to the said John William Douglas and George upon the pledge and security of the said several obligations in the said Plaint mentioned and the said John, William Douglas and George further in fact say that the said Paupiah afterwards to wit on the First day of January in the Year One Thousand Eight hundred and Three made his certain writing obligatory sealed with his Seal and now brought here into Court the date whereof is the same day and Year last aforesaid and thereby acknowledged himself to be held and firmly bound to the said John, William Douglas and George in the sum of One Hundred and Ninety one Thousand Eight Hundred and Forty one Pagodas Thirty one Fanams and Sixty four Cash to be paid to the said John, William Douglas and George when he the said Paupiah should be thereunto afterwards requested in which writing obligatory there was a certain condition thereunder written whereby reciting that the said Paupiah

Esq

had borrowed and received from the said John
William Douglas and George the Sum of
Ninety five Thousand Nine Hundred and
Twenty Pagodas Thirty Six fanams and Seventy
five Cash the said Writing obligatory was &
declared to be void on the payment thereof with
Interest in Six Months from the date thereof
And the said John, William Douglas and
George say that afterwards to wit on the Twentieth
day of September in the Year One Thousand
Eight Hundred and four the said John, William
Douglas and George did commence and prosecute
in the Supreme Court of Judicature at Madras
on the Plea Side thereof their Action and Plaint
in Debt against the said Pauperiah upon the said
writing Obligatory of the said Pauperiah herein before
last Mentioned and such proceedings were thereupon
had that the said John, William Douglas and
George afterwards to wit in First Term in the
Year One Thousand Eight Hundred and five by
the Judgement of the said Supreme Court did
recover against the said Pauperiah the Sum
of One Hundred and Ninety Two thousand and
Twenty Six Pagodas & Sixty four Cash as well

for

for the Debt aforesaid as for their damages Costs and Charges in that behalf as by the record thereof now remaining in the said Court more fully appears and the said John, William Douglas and George further in fact say that the Sum of Money in the said condition of the said writing obligatory mentioned was and is part and parcel of the aforesaid Sums of Money for the securing the repayment whereof to the said John, William Douglas and George the said several obligations in the said Plaint of the said Pauperis mentioned were so agreed by the said Pauperis to be deposited and pledged as aforesaid and the said John, William Douglas and George avow that the said Judgment still remains in full force and effect in no manner satisfied or discharged and that the said Sum of Money thereby secured as well as the said other Sums of Money so due and owing from the said Pauperis to the said John William Douglas and George and for securing the repayment of which to the said John, William Douglas and George the said several obligations in the said Plaint of the

said Pauperis mentioned were so agreed by the said Pauperis to be deposited and pledged as aforesaid now remain and are wholly due and owing and unpaid to the said John, William Douglas and George to the amount of Two Hundred Thousand Pagodas to wit at Madras And this they the said John, William Douglas and George are ready to verify wherefore they pray Judgment if the said Pauperis ought to have or maintain his aforesaid action thereof against them &c. And for further Plea in this behalf 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 the said John, William Douglas and George say that the said Pauperis ought not to have or maintain his aforesaid action against them because they say that after the delivery of the said several obligations in the said Plaint mentioned to the said John William Douglas and George and before the filing the Plaint of the said Pauperis in this behalf to wit on the first day of April in the Year One Thousand Eight Hundred and three

The

the said Paupiah being then and there indebted to sundry persons in divers large Sums of Money amounting in the whole to Twenty Eight Thousand five Hundred and Sixty three Pagodas and Twenty one Fanams and being desirous of Settling the same did for that purpose apply to the said John, William Douglas and George to settle the said demands and did engage to repay the same to the said John, William Douglas and George and in case of his the said Paupiahs failure thereein the said Paupiah did then and there agree to authorize the said John William Douglas and George to sell and dispose of the said obligations in the said Plaint mentioned or some of them or such part thereof as should be necessary in that behalf and the said John William Douglas and George over that they confiding in the said agreement of the said Paupiah and in the said Security of the said obligations did thereafter lay out and expend divers large Sums of Money to wit the sum of Twenty Eight Thousand

five hundred and Sixty three Pagodas and
Twenty one fanams in payment and in
discharge of the said last mentioned debts
due and owing by the said Panpiah to the
several persons aforesaid and did thereby settle
the same by reason whereof a large Sum of
Money to wit the said Sum of Twenty Eight
Thousand five hundred and Sixty three
Pagodas and Twenty one fanams became and
now is due and owing from the said Panpiah
to the said John, William Douglas Brodie and
yet remaining wholly unpaid and unsatisfied
upon the Security of the said several Obligations
in the said Plaint mentioned under the
agreement aforesaid for the purpose aforesaid
And this the said John, William Douglas
and George are ready to verify wherefore they pray
Judgement if the said Panpiah ought to have
or maintain his aforesaid Action thereof
against them &c And for further Plea in
this behalf by like leave of the Court here
for this purpose first had and obtained
according to the form of the Statute in
that case made and provided the said John
William

William Douglas and George say that
the said Paupiah ought not to have or
maintain his aforesaid action against
them because they say that after the
delivery of the said several obligations
in the said Plaint mentioned to the said
John, William Douglas and George
and before the filing the Plaint of the
said Paupiah in that behalf the said
Paupiah agreed that the said several
obligations in his said Plaint mentioned
should remain in the custody and
profession of the said John, William
Douglas and George as a security for the
repayment of divers large Sums of Money
amounting together to the Sum of Two
Hundred Thousand Pagodas from the said
Paupiah to the said John, William Douglas
and George and the said John, William
Douglas and George over that the said
several Sums of Money amounting
together to the Sum last aforesaid still
are wholly due and owing from the
said Paupiah to the said John, William
Douglas and George to wit at Madras and
this they the said John, William

319—
169 34
———
428

Supreme Court

First Term 1807

Judgment Roll

Section 8.th

Douglas and George are ready to verify wherefore they pray Judgement if the said Paupiah ought to have or maintain his aforesaid Action thereof against them. &c

And afterwards that is to say in the Vacation after the fourth Term of the same Year one thousand eight hundred and six, to wit, on the Sixteenth day of January one thousand eight hundred and seven came the Parties aforesaid by their attornies aforesaid, and thereupon the said Awadanum Paupiah Brahmin as to the said Plea of the said John, William Douglas, and George by them first above pleaded and whereof they have put themselves on the Court doth the like—

Replication filed 16th January 1807

And the said Awadanum Paupiah Brahmin as to the said Plea of the said John, William Douglas and George by them secondly above pleaded in bar saith that he the said Awadanum Paupiah Brahmin 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 protesting that the said Plea and the matter therein contained in manner and form as the same are above pleaded and set forth are not sufficient in law to bar him the said Awadanum Paupiah Brahmin from having or maintaining his aforesaid action against them the said John William Douglas and George nevertheless for Replication in this behalf he saith that

that he the said Awadanum Paupiah Braming did not propose and agree with the said John William Douglas and George that the aforesaid several obligations in the said Plaint mentioned should remain deposited in the profession and custody of the said John William Douglas and George as a security and pledge for the Repayment of the monies due and owing or which might thereafter be due and owing from him the said Awadanum Paupiah Braming to the said John William Douglas and George in manner and form as the said John William Douglas and George have in their said Plea alledged and this the said Awadanum Paupiah Braming prays may be enquired of by the Court And he the said Awadanum Paupiah Braming as to the third plea of the said John William Douglas and George by them above pleaded in bar saith 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 protesting that he did not reply to the said John William Douglas and George to settle the said demands in the said Plea mentioned

nevertheless for Replication in this behalf he saith that he the said Awadanum Paupiah Brauniny did not agree to authorize the said John William Douglas and George to sell and dispose of the said Obligations in the said Plaint mentioned or any of them in manner and form as the said John William Douglas and George have above in pleading alledged and this he also prays may be enquired of by the Court And he the said Awadanum Paupiah Brauning as to the last Plea of the said John William Douglas and George by them above pleaded in bar saith 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 saith that he the said Awadanum Paupiah Brauniny did not after the delivery of the said several Obligations in the said Plaint mentioned nor at any other time agree that the said several Obligations in the said Plaint mentioned should remain in the custody

custody and possession of the said John William Douglas and George as a security for the payment of the said Sum of money in the said Plea mentioned or of any other Sum or Sums of money whatsoever from him the said Anwadanum Paupiah Brahmin to the said John William Douglas and George in manner and form as the said John William Douglas and George hath above in pleading alledged And this also he prays may be enquired of by the Court—

And afterwards that is to say on the thirty first day of the said Month of January in the same Vacation of the said Fourth Term of the same Year one thousand eight hundred and seven came the Parties aforesaid by their attornies aforesaid and thereupon the said John, William Douglas and George as to the said Plea of the said Anwadanum Paupiah Brahmin by him above pleaded by way of reply to the said Plea of the said John, William Douglas and George by them secondly above pleaded in bar and whereof he the said Anwadanum Paupiah Brahmin hath prayed may be inquired by the Court &c &c likewise &c— And the said John, William Douglas and George as to the said Plea of the said

Anwadanum

Rejoinder filed 31st January 1807

Awadanum Paupiah Bramny by him above pleaded by way of reply to the said Plea of the said John, William Douglas and George by them thirdly above pleaded in bar and whereof the said Awadanum Paupiah Bramny hath prayed may be enquired by the Court do so likewise &c. And the said John, William Douglas Brodie and George as to the said Plea of the said Awadanum Paupiah Bramny by him above pleaded by way of reply to the said Plea of the said John, William Douglas and George by them lastly above pleaded in bar and whereof the said Awadanum Paupiah Bramny hath prayed may be enquired by the Court do so likewise &c.

And now in this First Term in the year of our Lord One thousand Eight hundred and seven that is to say on the Eleventh day of February in that year until which day was given as well to the said Awadanum Paupiah Bramny as to the said John William Douglas and George to

inform

inform the Court of the premises whereof the
said John William Douglas and George by
their said Attorney - And the said Awada=
=mum Paupiah Branning - although solemnly
demanded comes not - And it appearing to
the Court now here that the said Awadamum
Paupiah Branning hath neglected to bring
the issue above joined to be tried according
to the course and practice of the said Court
Therefore according to the form of the Statute
in such case made and provided it is
considered that the said Awadamum
Paupiah Branning take nothing by his said
Plaint but that he and his pledges to
prosecute be in Mercy &c And that the
said John William Douglas and George
do go thereof without day &c And it is
further considered by the Court here that
the said John William Douglas and George
do recover against the said Awadamum
Paupiah Branning three hundred and

Nine Pagodas and two fanams for their Costs
and Charges by the Court now here adjudged
to them the said John William Douglas
and George and with their assent according
to the form of the Statute in such case
made and provided And that the said
John William Douglas and George have
Execution Execution thereof &c.

172

First Term 1809

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 seven —

Fort St. George Madras } ss

Yelmore Damacula Gangappa Reddyar puts in his place Townes Disney his attorney against Abdul Cawder and Mulick Maisty personal representatives of Daudah Saib deceased in a Plea of Trespass on the case —

Fort St. George Madras }

The said Abdul Cawder and Mulick Maisty personal Representatives of Daudah Saib deceased in his proper Person at the Suit of the said Yelmore Damacula Gangappa Reddyar in the Plea aforesaid —

Fort St. George Madras }

Be it remembered that in the Fourth Term in the Year one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Yelmore Damacula Gangappa Reddyar by Townes Disney his Attorney and brought into the said Court then there his Certain Plaint against Abdul Cawder and Mulick Maisty personal Representatives of Daudah Saib deceased in a Plea of Trespass on the Case — and there are pledges for the prosecution to wit John Doe and Richard Roe, which said Plaint follows in these Words that is to say —

Fort St. George

174

Second Term 1807

Plaint in assumpsit filed 27th September 1806 –

Fort St George Madras ss Yelmore Damodu Gangayya Reddyar of Madras Inhabitant by Fownes Disney his Attorney complains of Abdul Cauder and Mulick Maistry personal Representatives of Daudah Saib deceased, according to the laws and customs of Hindoo Natives of India being Hindoo Inhabitants of Madras and as such liable to the Jurisdiction of this Honble Court. For that Whereas the said Daudah Saib, in his life time to wit on the First day of March in the Year One thousand Seven hundred and Ninety two at Madras aforesaid made his certain Note in Writing in the Malabar Language according to the laws and customs of such Hindoo Natives of India his own proper hand. being thereunto set and Subscribed bearing date the same day and year aforesaid, and then and there delivered the said Note to the said Yelmore Damodu Gangayya Reddyar by which said note the the said Daudah Saib) by the Name and description of Company's Rattan Maistry Daudah Saib / acknowledged to have borrowed and Received of the said Yelmore Damodu Gangayya Reddyar the Sum of Two hundred and Twenty Eight Star Pagodas Current Money of Madras which Sum he the said

Daudah Saib Did thereby engage to Repay
to the said Yelmore Damanda Gangappa
Reddyar on or before the Thirtieth day of June
then next ensuing with all such interest as
should or might become due thereon at the Rate
of Twelve per Cent per Annum By reason
whereof and according to the laws and Customs
of such Hindoo Natives of India he the said
Daudah Saib then and there became liable to
pay to the said Yelmore Damanda Gangappa
Reddyar the said sum of Money in the said
Note Contained according to the tenor and effect
of the said Note And being so liable he the said
Daudah Saib in his life time in Consideration
thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook
and then and there faithfully Promised the said
Yelmore Damanda Gangappa Reddyar to pay him
the said sum of money in the said Note
Contained according to the tenor and effect of the
said Note And Whereas also the said Daudah
Saib in his life time afterwards to wit on the
same day and Year aforesaid at Madras aforesaid
was indebted to the said Yelmore Damanda
Gangappa Reddyar in other Four hundred Star
Pagodas Current Money of Madras aforesaid

For

for so much money by the said Yelmore Da-
vanda Gangaspa Reddyar before that time
lent and advanced to the said Daudah Saib in
his life time and at his speciral instance
and Request. And being so indebted he the
said Daudah Saib in his life time in
consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid
undertook and then and there faithfully Promise
the said Yelmore Danauda Gangaspa Reddyar to
pay him the Aforementioned sum of Money
when he should be thereunto afterwards
Requested. And Whereas also the said Daudah
Saib in his life time afterwards to wit on the
same day and year aforesaid at Madras
aforesaid was indebted to the said Yelmore
Danauda Gangaspa Reddyar in other Four
hundred Star Pagodas Current Money of
Madras aforesaid for so much Money by the
said Daudah Saib in his life time before
that time had and received to and for the
use of the said Yelmore Danauda Gangaspa
Reddyar and being so indebted he the said
Daudah Saib in his life time in consideration
thereof

thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook
and then and there faithfully Promised the
said Yelmore Damaula Gangaspa Reddyar to
pay him the said last Mentioned Sum of
Money when he should be thereunto afterwards
Requested. And Whereas also Daudah Saib
in his life time afterwards to wit on the day
and year last mentioned at Madras aforesaid
accounted with the said Yelmore Damaula
Gangaspa Reddyar of and Concerning divers
Sum of Money from the said Daudah Saib
to the said Yelmore Damaula Gangaspa
Reddyar before that time due and owing and then
and there in arrear and unpaid and upon
that account the said Daudah Saib was then
and there found in arrear and indebted to the
said Yelmore Damaula Gangappa Reddyar
in other Sum of Four hundred Star Pagodas
Current Money of Madras aforesaid And so
being so found in arrear and indebted he
the said Daudah Saib in his life time in
Consideration thereof afterwards to wit on

the

Second Term 1807

the day and year last Mentioned at Madras aforesaid undertook and then and there faithfully Promised the said Yelmore Damaula Gangaspra Reddyar to pay him the said last Mentioned sum of Money when he should be thereunto afterwards Requested. Yet the said Damdah Said in his life time, nor the said Abdul Cawder and Mulick Maistry Personal Representatives as aforesaid after his decease Not regarding the said several Promises and undertakings in manner and form aforesaid Made but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Yelmore Damaula Gangaspra Reddyar in this particular, the said Damdah Said in his life time and the said Abdul Cawder and Mulick Maistry Personal Representatives as aforesaid since his decease have not, nor hath either of them or any part thereof to the said Yelmore Damaula Gangaspra Reddyar although so to do he the said Damdah Said in his life time

time and the said Abdul Cawder and Mulick Maistry personal Representatives as aforesaid after his decease Was and were often requested but to pay the same or any Part thereof by the said Dandah Saib in his life time and the said Abdul Cawder and Mulick Maistry personal Representatives as aforesaid after his decease Wholly refused and the said Abdul Cawder and Mulick Maistry as such personal Representatives as aforesaid still do refuse so to do to the said Yelmoor Dannula Gangappa Reddyar his damage of Five hundred Star Pagodas and therefore he brings his suit &c.

And now at this First Term in the year of our Lord One thousand eight hundred and Seven that is to say on the Ninth day of February untill which day was given as well to the said Yelmoor Dannula Gangappa Reddyar as to the said Abdul Cawder and Mulick Maistry to answer the said Court of the premises, comes the said Yelmoor Dannula Gangappa Reddyar by his Attorney

or his hands to be administered and if they or
have not so much thereof in their hands to be
administered, then the said Sum of One
hundred and twenty seven Pagodas and thirty
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
Abdul Cawder and Mulick Mastry. - And the
said Abdul Cawder and Mulick Mastry in &
Mercy &c -

Writ of Fiere Facias issued on the 26th March 1807

And thereupon the said Yelmore Danaula Gungappa
Reddyar by Fawnes Disney his 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 Houses, Lands, Debts,
and other Effects Real and Personal, which were of the said
Daudah Saib, at the time of his death in the hands of the said
Abdul Cawder and Mulick Mastry as the personal representatives
of the said Daudah Saib deceased, to be administered within the
aforesaid by Seizure, and if it be necessary by Sale thereof,
the Sum of Seven Hundred and Sixty seven Pagodas and ten Fanams
against the said Abdul Cawder and Mulick Mastry as the
personal representatives of the said Daudah Saib deceased
for his damages, which, he had sustained as well by reason
of the non performance of certain promises and undertakings
Made by the said Daudah Saib in his life time

and the said Abdul Cauder and Mulick Mastry personal
representatives as aforesaid, after the death of the said
Daudah Saib, of those promises and undertakings, to the
said Yelmore Damaudar Gangaspar Reddyar, as for his Costs
and Charges by him about his suits in that behalf
Expended, if the said Abdul Cauder and Mulick Mastry
have or either of them hath so much thereof in their
hands to be administered, then the said Sum of one
hundred and twenty seven Pagodas and thirty 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 Abdul Cauder and
Mulick Mastry - and it is granted unto him returnable
here on the 27th day of April next -

Attorney aforesaid, and the said Abdul Cawder
and Mulick Mastry personal Representatives
as aforesaid altho' Solemnly demanded
came not to Answer, nor did they say any
thing in bar or preclusion and so forth And
Tried Exparte 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 Yelmore Danaula
Gangappa Teddyar It appears to the said Justices
that the said Daudah Saib did in his lifetime
undertake and promise in manner and form
as the said Yelmore Danaula Gangappa Reddyar
hath above thereof complained against the said
Abdul Cawder and Mulick Mastry as such
personal Representatives as aforesaid. And
this Court doth assess the damages sustained by
the said Yelmore Danaula Gangappa Teddyar
by reason of the Non performance by the said
Daudah Saib in his life time and the said
Abdul Cawder Mastry personal Representatives
as aforesaid after the death of the said Daudah
Saib of those promises and undertakings at the

Sum

Judgment for the Plaintiff on a Verdict in assumpsit

Sum of six hundred and thirty nine Pagodas and twenty three fanams And doth also award to the said Yelmore Damaula Gangappa Reddyar for his costs and charges laid out by him about his suit in this behalf the sum of One hundred and twenty seven Pagodas and thirty one fanams It is therefore considered by the Court that the said Yelmore Damaula Gangappa Reddyar do recover against the said Abdul Cawder and Mullick Mastry as such personal Representatives as aforesaid his damages aforesaid so assessed and also his said costs and charges so as aforesaid Awarded by the Court here adjudged to the said Yelmore Damaula Gangappa Reddyar and with his assent, which said damages, costs and charges in the whole amount to the sum of Seven hundred and Sixty Seven Pagodas and ten fanams to be levied of the goods and chattels which were of the said Daudah Said at the time of his death in the hands of the said Abdul Cawder and Mullick Mastry as such personal Representatives as aforesaid to be administered, if they have or either of them hath so much thereof in their or

Judgment signed for the Plaintiff the 26th. March 1807 -

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan, Knights, His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the year one thousand eight hundred and seven —

Fort St. George
Madras ss } Venkatachila Chitty puts in his place Robert orme his Attorney against Sharavana Chitty in a Plea of Trespass on the Case —

Fort St. George
Madras ss } The said Sharavana Chitty in his proper Person & the said Venkatachila Chitty in the Plea aforesaid —

Fort St. George
Madras ss } Be it remembered that as of the Third Term in the year of our Lord one thousand eight hundred and two before the Supreme Court of Judicature at Madras came Venkatachela Chitty by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Sharavana Chitty 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

Plaint in assumpsit filed 2d September 1802

Fort St. George

Fort St. George Madras ss Venecatachela Chitty by
Robert Orme his Attorney complains of Shavavana
Chitty of Madras Inhabitant and as such Subject &
to the Jurisdiction of this Honorable Court For
that Whereas the said Shavavana Chitty on the
Second day of May in the year of Christ One
Thousand Eight hundred and two at Fort St. George
Madras aforesaid was indebted to the said
Venatachella Chitty in the Sum of Six
hundred Star Pagodas of lawful Current
Money of Madras for so much Money by the
said Venatachella Chitty before that time
lent and advanced to the said Shavavana
Chitty and at his Special Instance and request
and being so indebted he the said Shavavana
Chitty in consideration thereof afterwards to
wit on the same Day and year aforesaid at
Fort St. George Madras aforesaid undertook and
then and there faithfully promised the said
Venatachela Chitty to pay him the said
Sum of Money when he the said Shavava-
na Chitty should be thereunto afterwards
requested And whereas also the said
Shavavana Chitty afterwards to wit on the
same Day and year last aforesaid at Fort St.
George Madras aforesaid was indebted to the
said

said Vencatachela Chitty in the further Sum of Six hundred Star Pagodas of like Current Money for so much Money by the said Vencatachella Chitty before that time laid out expended and paid for the said Shavavana Chitty and at his Special Instance and request and being so indebted he the said Shavavana Chitty in consideration thereof afterwards to wit on the same Day and year last aforesaid at Fort St George Madras aforesaid undertook and then and there faithfully promised the said Vencatachella Chitty to pay him the said last mentioned Sum of Money when he the said Shavavana Chitty should be thereunto afterwards requested And Whereas also the said Shavavana Chitty afterwards to wit on the same day and year last aforesaid at Fort St George Madras aforesaid was indebted to the said Vencatachella Chitty in the further Sum of Six hundred Star Pagodas of like Current Money for so much Money by the said Shavavana Chitty before that time had and received to and for the use of the said Vencatachella Chitty And being so indebted he the said Shavavana Chitty in consideration thereof afterwards to wit on the same day and year last aforesaid at Fort St George

Fort St George Madras aforesaid undertook and
then and there faithfully promised the said
Venkatachella Chitty to pay him the said last
mentioned Sum of Money when he the said
Shanavana Chitty should be thereunto afterwards
requested Yet the said Shanavana Chitty not
regarding his said several promises and
undertakings so by him made in Manner
and form aforesaid but contriving and
fraudulently intending craftily and subtilly to
deceive and defraud the said Venkatachella
Chitty in this behalf hath not yet paid the
said several Sums of Money or any of them or
any part thereof to the said Venkatachella
Chitty although so to do he the said Shanavana
Chitty was requested by the said Venkatachella
Chitty to wit on the same Day and year
last aforesaid and often afterwards to wit at
Fort St George Madras aforesaid) But the said
Shanavana Chitty to pay the same or any of them
or any part thereof to the said Venkatachella
Chitty hath hitherto totally refused and still
doth refuse To the Damage of the said
Venkatachella Chitty of Seven hundred Star
Pagodas and therefore he brings Suit &c

And now at this day that is to say on
the

Second Term 1807

Cognovit filed 12th November 1806

the Twelfth day of November in this same Term the said Shavavana Chitty comes and says that he cannot deny the said action of the said Vencatachela Chitty nor but that he the said Shavavana Chitty did undertake and promise in manner and form as the said Vencatachela Chitty hath above thereof complained against him nor but that he the said Vencatachela Chitty hath sustained Damages by occasion of the non performance of the said several promises and undertakings to Seven hundred and Seventy four Pagodas and Eighteen Fanams as he the said Vencatachela Chitty hath above in his said Plaint suppose and thereupon the said Vencatachella Chitty prays that the said Damages so acknowledged together with his Expences and Costs laid out by him in and about his Suit in this behalf may be adjudged to him &c

Judgment by Cognovit in ejectment

Therefore it is considered that the said Vencatachella Chitty recover against the said Shavavana Chitty his Damages aforesaid so by him in form aforesaid Acknowledged and also Fifty one Pagodas and Twenty four Fanams for his Costs and Charges by the Court here adjudged to the said Vencatachela Chitty by his Assent which said Damages in

Judgment signed for the Plaintiff the 28th day of March 1807

No 23

Supreme Court
First Term 1807
Judgments Roll
Section 9

in the whole Amount to Eight hundred and Twenty five Pagodas and Forty two Fanams and the said Sharavana Chitty in Mercy &c—

Mercy

And Thereupon the said Venkatachella Chitty by Robert Orme 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 Sharavana Chitty 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 eight hundred and Twenty five Pagodas and forty two Fanams, which the said Venkatachella Chitty recovered against the said Sharavana Chitty, for damages, which he hath sustained, as well by occasion of the non performance of the said Several promises and undertakings made by the said Sharavana Chitty, to the said Venkatachella Chitty, as for Costs and Charges by him about his Suit in that behalf Expended and said out— and it is granted unto him returnable here on the 18.th day of April next—

Writ of Fieri Facias issued against the Defendants Goods on the 30.th March 1807

190

Second Term 1807

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 Second Term in the year one thousand eight hundred and seven —

Fort St. George Madras ss — } Venacatachila Chitty puts in his place Robert Orme his attorney against Sharavana Chitty and Iyatomby Chitty in a Plea of Trespass on the case —

Fort St. George Madras ss — } the said Sharavana Chitty in his proper person — & the said Iyatomby Chitty puts in his place James Sutherland his attorney at the Suit of the said Venacatachila Chitty in the Plea aforesaid —

Fort St. George Madras — } Be it remembered that as of the Third Term in the Year of Christ one thousand eight hundred and two. before the Supreme Court of Judicature at Madras came Venacatachilla Chitty by Robert Orme his attorney and brought into the said Court then there his Certain Plaint against Sharavana Chitty and Iyatomby Chitty in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Plaintiffs Complaint filed 2d September 1802.

Fort St George Madras ss Venkatachila Chitty by Robert Orme his Attorney complaining of Sharavana Chitty and Iyatamby Chitty both of Madras Inhabitants and as such subject to the Jurisdiction of this Honorable Court For that whereas the said Sharavana Chitty and Iyatomby Chitty on the Thirtieth day of April in the Year of Christ One thousand Seven hundred and Ninety eight at Fort St George Madras aforesaid by their certain Instrument or Native writing Obligatory in the Malabar Language and to the Court now here Shewn the date whereof is on the day and year aforesaid acknowledged by the names and description of Sharavana Chitty son of Thelava Chitty and Iyatomby Chitty son of Ammeapah Chitty and Copartners or Relations of Madras to have borrowed and received of the said Venkatachella Chitty by the name and description of Venkatachella Chitty son of Nagapah Chitty of the same place, the Sum of (500) Five Hundred Star Pagodas Current Money of Madras to be repaid to the said Venkatachella Chitty on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum and they the said Sharavana Chitty and Iyatomby Chitty did

thereby engage to pay the same either Jointly
or Seperately By means whereof the said S.
Shavavana Chitty and Lyatoomby Chitty became
liable to pay the said Sum of Five hundred
Star Pagodas with the Interest due thereon when-
-ever they the said Shavavana Chitty and S.
Lyatoomby Chitty should be thereunto afterwards
requested And being so liable they the said
Shavavana Chitty and Lyatoomby Chitty in
consideration thereof afterwards to wit on the
same Day and year aforesaid at Fort St. George
Madras aforesaid undertook and then and
there faithfully promised the said Venatachella
Chitty to pay him the said Sum of Five hundred
Star Pagodas in the said Instrument or writing
Obligatory mentioned with the Interest thereon
after the rate aforesaid whenever they the said
Shavavana Chitty and Lyatoomby Chitty should
be thereunto afterwards requested. And whereas
also the said Shavavana Chitty and Lyatoomby
Chitty afterwards to wit on the twelfth day of
August in the said year One thousand Seven
hundred and Ninety eight at Fort St. George
Madras aforesaid by a certain other Instrument
or Native writing Obligatory in the Malabar
Language and to the Court now here shewn

the

the date whereof is on the day and year last aforesaid acknowledged by the names and description of Shavavana Chitty Son of Thelava Chittyar and Lyatomby Chitty Son of Summiapah Chettyar of Madras to have borrowed and received of the said Venkatachila Chitty by the name and description of Nangapha Chettyar Venkatachila Chettyar of Veauparuy East of Madras the Sum of (200) Two hundred Star Pagodas Current Money of Madras which Sum they the said Shavavana Chitty and Lyatomby Chitty did thereby engage to repay him the said Venkatachella Chitty on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum commencing from that Month By means whereof the said Shavavana Chitty and Lyatomby Chitty became liable to pay the said last mentioned Sum of Two hundred Star Pagodas, with the Interest due thereon whenever they the said Shavavana Chitty and Lyatomby Chitty should be thereunto afterwards requested And being so liable they the said Shavavana Chitty and Lyatomby Chitty in consideration thereof afterwards to wit on the same day and year last aforesaid at Fort St. George Madras aforesaid undertook and then and there faithfully promised the said

Venkatachella Chitty to pay him the said last-
mentioned Sum of Two hundred Star Pagodas in
the said Instrument or writing Obligatory
mentioned with the Interest thereon after the
rate aforesaid whenever they the said Shanavana
Chitty and Lyatomby Chitty should be thereunto
afterwards requested And whereas also the
said Shanavana Chitty and Lyatomby Chitty
afterwards to wit on the first day of September in
the Year of Christ One thousand Eight hundred and
one at Fort St. George Madras aforesaid were indebted
to the said Venkatachella Chitty in the Sum of
One thousand Star Pagodas, of the Current Money
of Madras aforesaid for so much Money by the
said Venkatachela Chitty before that time lent
and advanced to the said Shanavana Chitty and
Lyatomby Chitty and at their special instance and
request And being so indebted they the said
Shanavana Chitty and Lyatomby Chitty in consid-
-eration thereof afterwards to wit on the same
day and year last aforesaid at Fort St. George Madras
aforesaid undertook and then and there faithfully
promised the said Venkatachella Chitty to pay him
the said last mentioned Sum of Money when they
the said Shanavana Chitty and Lyatomby Chitty
should be thereunto afterwards requested And
Whereas also the said Shanavana Chitty and
Lyatomby

Iyatomby Chitty afterwards to wit on the same
Day and year last aforesaid at Fort St George &
Madras aforesaid accounted with the said
Vencatachila Chitty of and concerning divers
other sums of Money before that time due
and owing from the said Shavavana Chitty &
and Iyatomby Chitty to the said Vencatachila
Chitty and then being in arrear and unpaid
And upon that accounting the said Shavavana
Chitty and Iyatomby Chitty were then and
there found to be in arrear and indebted to the
said Vencatachila Chitty in the further sum
of one thousand Star Pagodas of like Current
Money of Madras And being so found in
arrear and indebted they the said Shavavana
Chitty and Iyatomby Chitty in consideration
thereof afterwards to wit on the same Day and
year last aforesaid at Fort St George Madras aforesaid
undertook and then and there faithfully to
promised the said Vencatachila Chitty to pay
him the said last mentioned Sum of Money
when they the said Shavavana Chitty and
Iyatomby Chitty should be thereunto afterwards
requested Yet the said Shavavana Chitty and
Iyatomby Chitty not regarding their said several
promises and undertakings so by them
made

made in manner and form aforesaid but
contriving and fraudulently intending craftily and
subtilly to deceive and defraud the said
Venkatachella Chitty in this behalf have not
nor hath either of them yet paid the said
several Sums of Money or any of them or
or any part thereof to the said Venkatachella Chitty
although so to do they the said Shanavana Chitty
and Iyalomby Chitty were requested by the said
Venkatachella Chitty to wit on the same Day and
year last aforesaid and often both before and
afterwards to wit at Fort St. George Madras
aforesaid But the said Shanavana Chitty and
Iyalomby Chitty to pay the same or any of them
or any part thereof to the said Venkatachila
Chitty 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
Venkatachella Chitty of one thousand and
five hundred Star Pagodas and therefore he
brings suit &c.

imparlances

And afterwards to wit in the Second Term of the year one thousand eight hundred and six in the said Supreme Court of Judicature at Madras till which term the said Shanavana Chitty and Iyalomby Chitty had leave to imparl to the said Plaint and then to answer the same came as well the said Venkatachila Chitty by his said attorney as the said Iyalomby Chitty by his said attorney - and the said Shanavana Chitty comes but says nothing in bar or preclusion of the said action of the said

Cognovit of Shanavana Chitty filed on the 10th April 1806 -

Venkatachila

Second Term 1807

Plea of Iyatomby chitty filed 8th April 1806

Venkatachila Chitty - and the said Iyatomby Chitty defends the wrong and injury when &c and says that he did not undertake and promise in Manner and form as the said Venkatachilla Chitty hath above thereof Complained against him and of this he puts himself upon the Court &c - and the said Venkatachilla Chitty doth the like -

And now in this Third Term in the year one thousand Eight hundred and Six that is to say on the Fifth Day of August to which Day was given as well to the said Venkatachila Chitty as to the said Sharavana Chitty and Iyatomby Chitty and the said Sharavana Chitty says nothing in bar or preclusion of the said action of the said Venkatachila Chitty by reason whereof the said Venkatachila Chitty remains thereof undefended against the said Sharavana Chitty And the said Iyatomby Chitty by his Attorney comes & and the Justices of the said Court having heard the respective allegations of the said Venkatachila Chitty and Iyatomby Chitty and examined the truth thereof and duly considered the Evidence Produced on both sides say that the said Sharavana Chitty and Iyatomby Chitty did promise and undertake in manner and form as the said Venkatachila Chitty hath above thereof complained against them And

they

Judgment on a verdict against Lyatomby Chitty and by Cognovit of Saravanah Chitty

they assess the Damages of the said Venkatachila Chitty on occasion of the Premises besides his Costs and Charges by him about his suit in this behalf expended to One Thousand three hundred and thirty two Star Pagodas and Thirty Fanams Therefore it is considered that the said Venkatachela Chitty do recover against the said Sharavana Chitty and Lyatomby Chitty his Damages aforesaid in form aforesaid assessed and also One hundred and fifty Eight Star Pagodas and one Fanam for his Costs and Charges by the Court now here adjudged to the said Venkatachila Chitty by his assent which said Damages Costs and Charges in the whole amount to One thousand four hundred and Ninety Star Pagodas and Thirty Six Fanams and the said Sharavana Chitty and Lyatomby Chitty in Mercy &c

Judgment signed for the Plaintiff the 28th day of March 1807-

Mercy

And thereupon the said Venkatachella Chitty by Robert Orme his Attorney prays the writs 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 Sharavana Chitty and Lyatomby Chitty 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 one Thousand five hundred and Ninety Star Pagodas and Thirty five Fanams which the said Venkatachella Chitty

recovered

Recovered against the said Sharavana Chitty and Iyatomby Chitty
for damages which he hath sustained as well by occasion
of the Nonperformance of certain promises and Undertakings
made by the said Sharavana Chitty and Iyatomby Chitty
to the said Vencatachelle Chitty as for Costs and Charges
by him about his Suit in that behalf Expended -
Writ of Fi. Fa. issued on the 30.th day of March 1807 and it is granted unto him returnable here on the
Eighteenth day of April next -

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice — the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sulivan Knight, His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the year one Thousand eight hundred and Seven —

Fort St. George, Madras, ss } Mootoocomarapah Chitty the Uncle and only personal Represen-tative of Caulatty Chitty deceased puts in his place Gilbert Ricketts his attorney against Ratnaula Vencattanarrainappa — in a Plea of Trespass on the Case —

Fort St. George, Madras, ss } The said Ratnaula Vencattanarrainappa puts in his place Robert Orme his attorney at the Suit of the said Mootoocomarapah Chitty 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 Mootoocomarapah Chitty the Uncle and only personal Representative of Caulatty Chitty deceased by Gilbert Ricketts his attorney and brought into the said Court then there his Certain Plaint against Ratnaula Vencattanarrainappa 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

Plaint in ashumpeis filed 13th November 1806-

Fort St George Madras ss Mootoocomaraypah Chitty the uncle and only personal Representative, according to the Laws and customs of the Hindoo Natives of India of Caulatty Chitty deceased by Gilbert Ricketts his Attorney complaining of Ratnaula Vencattanarrain aspha being a Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honble Court For Whereas the said Ratnaula Vencattanarrain aspha heretofore to wit on the fifteenth day of June in the Year of Christ One thousand Seven hundred and Ninety Nine at Madras aforesaid according to the laws and customs of the Hindoo Natives of India Made his certain Note in writing in the Gentoo language his own proper hand being thereto subscribed bearing date the day and year aforesaid and then and there delivered the said Note to the said Caulatty Chitty in his life time By which said note the said Ratnaula Vencattanarrainaspha by the name and description of Ratnaula Vencattanarrainaspha Executor of Cochalore Rungaspha Naidoo Acknowledged to have Mortgaged to the said Caulatty Chitty by the name and description of Caulatty Chitty Nephew or Brothers Son of Mareattoo Valoyooda Chitty the Hoinde of Cochalore Rungaspha Naidoo

situated at Mootteaula Pata in the Street of Mastque between the Houses of Veeraspilly and Cauhalow Rungappa Naidoo wherein the said Caulatty Chitty lodged for Rent without keeping with him the Choultry Bill of Sale of the House and the said Ratnaula Vencatta narrainappa by the said Note also acknowledged to have borrowed and received of the said Caulatty Chitty the Sum of One hundred and fifty Star Pagodas Current money of Madras the Interest of which Sum at the Rate of twelve per cent the said Caulatty Chitty was to give credit in liquidation of the Rent at the Rate of one and an half Pagodas p Month of the House he the said Caulatty Chitty lodged in and the said Ratnaula Venkattanara- ainappa thereby engaged to pay the principal Sum of One hundred and fifty Pagodas on or before Thirtieth Anvany of Doormady Year or the Tenth day of September in the Year of Christ One thousand Eight hundred and One By reason whereof and by force of the laws and customs of such Hindoo Natives the said Ratnaula Vencatanarrainappa became liable to pay the said Sum of One hundred and fifty Star Pagodas in the said Note mentioned According to the tenor and effect of the said Note and being so

liable

liable he the said Ratnaula Vencattanarrainaspa
in consideration thereof afterwards to wit on the
day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Caulatty Chitty in his life time to pay
him the said Sum of One hundred and fifty
Star Pagodas in the said Note Mentioned
according to the tenor and effect of the said note.
And Whereas also the said Ratnaula
Vencattanarrainaspa afterwards to wit on the
thirteenth Day of September in the Year One
thousand Eight hundred and One at Madras
aforesaid was indebted to the said Caulatty
Chitty in his life time in the Sum of Three
hundred Star Pagodas of the current Money of
Madras aforesaid for so much Money by the
said Caulatty Chitty in his life time before
that time lent and advanced to the said
Ratnaula Vencattanarrainaspa and at his
special instance and Request and being so
indebted he the said Ratnaula Vencattanarrai-
naspa 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 Caulatty Chitty in
his life time to pay him the said last Mentioned

Sum

Sum of Money when he the said Ratnaula Venkattanarrainappa should be thereunto afterwards requested And Whereas also the said Ratnaula Venkattanarrainappa afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Caulatty Chitty in his life time in the further Sum of Three hundred Star Pagodas of like Current Money for so much Money by the said Caulatty Chitty in his life time before that time laid out expended and paid for the said Ratnaula Venkatanarrainappa and at his Special instance and request and so being so indebted he the said Ratnaula Venkatanarrainappa 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 Caulatty Chitty in his life time to pay him the said last mentioned Sum of money when he the said Ratnaula Venkatanarrainappa should be thereunto afterwards requested And Whereas also the said Ratnaula Venkatanarrainappa afterwards to wit on the same day and year last aforesaid at Madras aforesaid Accounted with the said Caulatty Chitty in his life time of and concerning divers

diverse other Sums of Money before that time due
and owing from the said Ratnaula Vencattanarrai-
-nappa to the said Lanlatty Chitty in his life time
and then being in Arrear and unpaid and upon
that accounting the said Ratnaula Vencattanarrai-
-nappa was then and there found to be in Arrear
and indebted to the said Lalautty Chitty in his
life time in the further Sum of Three hundred
Star Pagodas of like Current Money and being so
found in Arrear and indebted he the said Ratnaula
Vencattanarrainappa 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 Lanlatty
Chitty in his life time to pay unto the said last
mentioned Sum of Money when he the said
Ratnaula Vencattanarrainappa should be thereto
-unto afterwards Requested Yet the said Ratnaula
Vencattanarrainappa not Regarding his said
several promises and Undertakings so by him
Made in Manner and form aforesaid but contriving
and fraudulently intending Craftily and
Subtilly to deceive and defraud the said Lanlatty
Chitty in his life time and said Mootoocumara
Arah Chitty Personal Representative as
aforesaid since his death 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 Ratnaula Vencattanarrainappa was Requested by the said Caulatty Chitty in his life time often times and by the said Mootoocumarapah Chitty personal Representative as aforesaid since the death of the said Caulatty Chitty to wit on the first day of June in the Year of Christ One Thousand Eight hundred and Six and often both before and afterwards to wit at Madras aforesaid / But the said Ratnaula Vencattanarrainappa to pay the same or any of them or any part thereof to the said Caulatty Chitty in his life time or to the said Mootoocumarapah Chitty personal Representative as aforesaid since the death of the said Caulatty Chitty hath hitherto Wholly Refused and still doth Refuse To the Damage of the said Mootoocumarapah Chitty personal Representative as aforesaid of Three hundred Star Pagodas and therefore he brings Suit &c.

Cognovit of the Defendt filed 26th March 1807

And the said Ratnaula Venkatanarrainappa 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 Mootoocumarapah Chitty personal Representative as aforesaid nor but that he did undertake

undertake and promise in manner and form
as the said Mootoocomaraputh Chitty hath above
thereof complained against him and not that
the said Mootoocomaraputh Chitty hath sustained
damage on occasion of the not
performing the said several promises and
undertakings in the said Plaint mentioned to
the sum of Two hundred and twenty one
Pagodas and forty fanams parcel of the said
sum of Three hundred Pagodas which is by
the said Plaint above supposed / over and above
his costs and charges by him about his suit in
in this behalf expended and upon this the said
Mootoocomaraputh Chetty alleging to have
sustained such damage as by the said Ratnavale
Vencatanarrainapa is above confessed and freely
here in Court remitting to the said Ratnavale
Vencatanarrainapa the sum of Seventy eight
Pagodas and four fanams residue of the said
suppose sum of three hundred Pagodas / prays
judgment and his Damages so as aforesaid
acknowledged together with his costs and
charges by him about his suit in this behalf
expended to be adjudged to him &c. Therefore
it is considered that the said Mootoocomaraputh Chitty
personal Representative as aforesaid do

Judgment by Cognovit in assumpsit

Judgment signed for the Plaintiff the 31st day of March 1807

recover against the said Ratnaula Venatanarrain
appa his damages aforesaid to the said Sum of
Two hundred and twenty one Pagodas and forty
fanams in form aforesaid acknowledged and
also Seventy Six Pagodas and two fanams for
his said Costs and Charges by the Court here awarded
and ordered to be paid by the said Ratnaula Ve
nataranarrain appa to the said Mootoo romanapah
Chitty personal representative as aforesaid and
with his assent which Damages Costs and
Charges amount to Two hundred and Ninety
Seven Pagodas and forty two fanams and the said
Ratnaula Venatanarrain appa in mercy &c.—

mercy

And thereupon the said Mootoocomarapah Chitty
personal Representative of Caulatty Chitty deceased prays the writ
of our Lord the King of Fieri 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 Ratnaula
Vencatanarrainappa within the Jurisdiction of the said Supreme
Court as aforesaid, by Seizure, and if it be Necessary by Sale
thereof, the Sum of Two hundred and Ninety seven Pagodas
and forty two fanams which the said Mootoocomarapah Chitty
recovered against the said Ratnaula Vencatanarrainappa
for damages which he hath sustained as well by occasion
of the non performance of the said several promises and under-
takings made by the said Ratnaula Vencatanarrainappa to
the

Second Term 1807 -

The said Mastoocomarapah Chitty as personal Representative as aforesaid as for Costs and Charges by him about his Suit in that behalf Expended - and it is granted unto him Returnable here on the 14th. day of April next -

Writ of Fi. Fa. issued 31st. March 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and seven -

Madras to wit Simon Aynez puts in his place Daniel Neale his attorney against Sarad Marcar Cheriman in a Plea of Trespass on the case -

Madras to wit - The said Sarad Marcar Cheriman in his proper Person at the Suit of the said Simon Aynez in the Plea aforesaid -

Madras to wit - Be it Remembered that on the eleventh day of November as of the Fourth Term in the year one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Simon Aynez by Daniel Neale his attorney and brought in to the said Court then there his Certain Plaint against Sarad Marcar Cheriman 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

Second Term 1807

Plaint in assumpsit
filed 11th November 1806

Madras to wit. Simon Ayvez by Daniel Neale his Attorney complains of Sarad Marcar Cherriman an Armenian &c Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case &c For that Whereas heretofore to wit on the Thirtieth day of July in the Year of Christ One thousand Eight hundred and four at Madras the said Sarad Marcar Cherriman according to the Usage and Custom of Merchants &c from time immemorial used and approved of made and drawn his certain bill of exchange in writing in the Armenian language his own proper hand being thereunto Subscribed and bearing date the day and Year aforesaid and then and there directed the said bill of exchange to one Avathoon Verdannes then being a person residing and using Commerce in parts beyond the Seas (that is to say) at Calcutta in Bengal (by the Name and addition of MV Avathoon Verdannes &c

and

and by the said bill of exchange the
said Sarad Marcar Cheriman Requested
the said Arathoon Vertannes at thirty
One days after Sight of that the bill
of him the said Sarad Cheriman to
pay to the said Simon Ayvez or his
Order Three Hundred, and Sixty Eight
Arcot Rupees for Value Received from
him the said Simon Ayvez - three bills
of the same tenor and date having
been drawn by him the said Sarad
Marcar Cheriman and the One of them
being paid the others to be of no Value
which said bill of exchange the said
Sarad Marcar Cheriman then and
there delivered to the said Simon Ayvez -
and the said Simon Ayvez in fact
Saith that afterwards to wit on the
fifth day of September in the Year of
Christ one thousand Eight hundred
and four aforesaid at Calcutta aforesaid
(that is to say) at Madras aforesaid the

said

said bill of exchange was presented and
Shewn to the said Arathoon Vertannes
for his Acceptance Thereof According to
the said usage and Custom of Merchants
and that the said Arathoon Vertannes
was then and there required by him the said
Simon Ayvez to Accept the same bill According
to the said usage and Custom but that the said
Arathoon Vertannes wholly refused to Accept the
said bill whereupon he the said Simon Ayvez
then and there caused the said bill of exchange
to be duly protested for the Non Acceptance Thereof
And the said Simon Ayvez in fact also saith
that afterwards and at the expiration of
thirty One days from the time of such so
presentment as aforesaid (that is to say) on
the Sixth day of October in the Year aforesaid
at Calcutta aforesaid to wit at Madras aforesaid
the said bill of exchange was again shewn
and presented to the said Arathoon Vertannes
for payment of the contents of the same bill
And that the said Arathoon Vertannes was
then and there required by the said Simon

Ayvez to pay to him the said Simon &c
Ayvez the contents of the said bill According
to the tenor and effect thereof but that the &c
said Arathoon Ventaures then and there
wholly refused to pay the said Sum of &c
Money in the said bill Mentioned or any
part thereof whereupon he the said Simon
Ayvez then and there caused the said &c
bill of exchange to be duly protested for the
Non payment of the contents thereof According
to the said Usage and Custom of Merchants
Of all which Premises the said Savad
Marcar Cheriman afterwards to wit on
the Seventh day of the same Month of
October in the Year aforesaid at Madras
aforesaid had Notice By means whereof
and According to the said usage and
Custom of Merchants the said Savad
Marcar Cheriman became liable to pay
to the said Simon Ayvez the said Sum
of Money in the said bill of exchange
specified when he the said Savad Marcar
Cheriman

Cheriman should be thereto afterwards
requested and being so liable the said
Sarad Marcar Cheriman in consideration
thereof afterwards to wit on the day
and Year last aforesaid at Madras
aforesaid undertook and then and there
faithfully promised the said Simon
Ayvez to pay him the said Sum of Money
in the said bill of exchange specified
when he the said Sarad Marcar Cheriman
should be thereto afterwards requested With
this that the said Simon Ayvez would
verify that all of the said three bills
of the same tenor and date whith as
Mentioned in the said bill of exchange
are and each of them is wholly
unpaid to wit at Madras aforesaid
And Whereas the said Sarad Marcar
Cheriman afterwards to wit on the tenth
day of September in the Year of Our Lord
One thousand Eight hundred and Six

at Madras aforesaid was indebted to the
said Simon Ayvez in the Sum of
five hundred Star Pagodas of the Current
Money of Madras, for Money by the said
Simon Ayvez before that time lent and
advanced to the said Sarad Marcar Cheviman
and at his Special instance and request And
being so indebted the said Sarad Marcar
Cheviman 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 Ayvez to pay him the
said last Mentioned Sum of Money when
he the said Sarad Marcar Cheviman
should be thereto afterwards Requested. And
Whereas the said Sarad Marcar Cheviman
afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid,
was indebted to the said Simon Ayvez
in the further Sum of five hundred
Star Pagodas of the like Current

Money

Money of Madras, for Money by
the said Simon Ayyez before that
time laid out expended and paid
for the said Sarad Marcar Cher-
iman at his Libe special &
instance and Request and being so
indebted the said Sarad Marcar Cheri-
man 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 Simon Ayyez to pay him
the said last Mentioned Sum of
Money when he the said Sarad
Marcar Cheriman should be
thereto afterwards Requested. And
Whereas also the said Sarad
Marcar Cheriman afterwards to
wit on the same day and Year last
aforesaid at Madras aforesaid, was

indebted to the said Simon Ayvez in the further Sum of five hundred Star Pagodas of the like Current Money of Madras for money by the said Sarad Marcar Cheriman before that time had and Received to the use of the said Simon Ayvez and being so indebted the said Sarad Marcar Cheriman 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 Simon Ayvez to pay him the said last Mentioned Sum of Money when he the said

said Sarad Marcar Cheriman
should be thereto afterwards &c
Requested And Whereas
the said Marcar Cheriman
afterwards to wit on the same
day and Year last aforesaid &c
at Madras aforesaid Accounted
with the said Simon Ayyez &
of and concerning divers other
Sums of Money before that &
time due and owing from the
said Sarad Marcar Cheriman &
to the said Simon Ayyez and
them being in Arrear and un-
paid and upon that Accounting
the said Sarad Marcar Cheriman
was then and there found to &
be in arrear and indebted to the

said

said Simon Ayvez in the further
sum of five hundred Star
pagodas of the like Current
Money of Madras And being
so found in Arrear and indebted
the said Sarad Marcar &c
Cheriman in consideration &c
thereof afterwards to wit on the
same day and Year last aforesaid
at Madras aforesaid undertook
and then and there faithfully
promised the said Simon &c
Ayvez to pay him the said last
Mentioned Sum of Money when
he the said Sarad Marcar &c
Cheriman should be thereto &c
afterwards requested. Yet the said
Sarad Marcar Cheriman not &c

regarding

regarding of his said Several promises
and undertakings so by him in the
Manner and form aforesaid made
but contriving and fraudulently &c
intending craftily and Subtilly to &c
deceive and defraud the said Simon
Ayvez in this behalf hath not yet &c
paid the said Several Sums of &c
Money or any or either of them or &c
any part thereof to the said Simon &c
Ayvez (although so to do the said Saad
Marcar Cherriman was requested
by the said Simon Ayvez afterwards to
wit on the same day and Year last &c
aforesaid and often times afterwards at
Madras aforesaid) But to pay the same
or any part thereof to the said Simon &c
Ayvez the said Saad Marcar Cherriman
hath hitherto wholly refused and still &c
doth refuse To the damage of the said

Simon

Simon Ayvez of five hundred Star pagodas
and therefore he brings his suit &c
And now at this day until &c
which time the said Marcar Cherimon had
leave to imparl to the said plaint of the said
Simon Ayvez and then to answer the same
&c - as well the said Simon Ayvez by his said
Attorney as the said Sarad Marcar Cheri-
-man by Robert Orme his Attorney do come
before the Justices of the Court here and the said
Sarad Marcar Cherimon defends the wrong &
and injury when &c and says that he cannot
deny the said Action of the said Simon Ayvez
nor but that he the said Sarad Marcar Cheri-
-mon did undertake and promise in manner
and form as the said Simon Ayvez hath
above thereof complained against him nor
but that the said Simon Ayvez hath in
sustained damage by occasion of the Non
performance by the said Sarad Marcar
Cherimon of the several promises and
undertakings in the said plaint Mentioned

Rt. Orme Atty for the Defendt by a Cognovit dated 17th March 1807

to

to the Sum of One hundred and thirty six Pagodas and eighteen Fanams over and

Judgment by Confession

besides the Costs and Charges of the said Simon Ayvez by him about his Suit in this behalf expended and hereupon the said Simon Ayvez prays that his said said damages Costs and Charges may be adjudged to him &c. Therefore it is considered and adjudged that the said Simon Ayvez recover against the said Sonad Marcar Cheriman his damages aforesaid to the said Sum of One hundred and thirty six pagodas and eighteen fanams and that the said Sonad Marcar Cheriman do pay unto the said Simon Ayvez for his said Costs and Charges the Sum of One hundred and Six pagodas and thirty six fanams Which damages Costs and Charges Amount in the whole to the Sum of Two hundred and forty three pagodas and Nine fanams and the said Sonad Marcar Cheriman in Mercy &c

Judgment signed for the Plaintiff the 31st day of March 1807

Mercy

Secord Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - and the Honble Sir Henry Gwillim Knight one of the Justices of the Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Seven -

Fort St. George Madras } John Doe on the demise of Caboon Joseph Marooth puts in his place Townes Disney his attorney against Dishkoon Marooth in a Plea of Trespass and Ejectment -

Fort St. George Madras } The said Dishkoon Marooth puts in his place Daniel Neal his attorney at the Suit of the said John Doe in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Year one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came John Doe by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Dishkoon Marooth in a Plea of Trespass and Ejectment and there are Pledges for the Prosecution to wit John Doe and Richard Roe, which said Plaint followeth in these words that is to say

For St. George

228.

Second Term 1807

Plaint in Ejectment filed 3d February 1807 -

Fort Saint George Madras ss John Doe of Madras Inhabitant by Fownes Disney his Attorney Complains of Dishtnoon Marootto being an Armenian Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court For that Whereas Catoon Joseph Marootto heretofore to wit on the eighth day of January in the year One thousand eight hundred and four had Demised granted and to farm let out to the said John Ten Messuages. Ten Cottages Ten Stables Ten Acres of Arable land. Ten Acres of Garden Ground Ten Acres of Waste land and Ten Acres of other land with the Appurtenances thereunto belonging Situate lying and being in the Blacktown within the limits of Madras To have and to hold the same from the said Eighth day of January in the aforesaid for during and unto the full end and term of Five Years then next ensuing and fully to be compleat and ended by Virtue of which said Demise the said John on the Ninth day of January entered into the said premises and was possessed thereof until the said Dishtnoon Marootto afterwards to wit on the Tenth day of January with force and Arms &c entered the premises aforesaid with the Appurtenances in the possession of the &c

Said

Supreme Court

First Term 1807

Judgment Roll

Section 10th

said John and them and them ejected drove out and removed the said John from his said Farm his said term therein not being yet ended and him the said John so ejected drove out and removed hath kept out still doth keep from his possession thereof and other wrongs to him then and there did against the peace of our Lord the King and to the Damage of the said John of Fifty Pagodas and therefore he brings his Suit and so forth

And the said Dickoon Marooth by Daniel Neale her Attorney comes and defends the force and Injury when &c and says that she is not Guilty of the Trespass and Ejectment above laid to her charge in manner and form as the said John Doe hath above thereof complained against her and of this she puts herself upon the Court &c And the said Catoon Joseph Marooth by Fownes Disney her Attorney doth likewise

Plea filed 4th February 1807

D. Neale Defendants Attorney

Afterwards that is to say on the Nineteenth day of February in the First Term now last past came as well the said John Doe by his said Attorney as the said Dickoon Marooth by her Attorney And the Issue Joined by Fownes Disney Atty for the Lessor of the Plaintiff

Judgment for the Defendant on a Verdict in Ejectment

Justices of this Court having heard examined and

and considered the Allegations of the said
Parties and the Depositions of the Witnesses
adduced by them respectively did pronounce that
the said Dishoon Marooth was not guilty of the
Trespass and Ejectment above laid to her charge in
manner and form as the said John Doe
hath above thereof complained against her

And now at this day comes the
said Dishoon Marooth by her said Attorney
and prays the Judgment of the Court of and upon
the Premises - It is therefore considered and
adjudged that the said John Doe take nothing
by his said Plaint but that he be in Mercy for his
false claim - And that the said Dishoon
Marooth go thereof without day - and the said
Dishoon Marooth go thereof without day - and the
said Justices do award and Order that the said
John Doe do pay unto the said Dishoon
Marooth for the Costs and Charges of the said
Dishoon Marooth by her laid out about her
defence in this behalf the Sum of One Hundred
and Ninety four Pagodas and Thirty One
Fanams - and that the said Dishoon Marooth
have Execution thereof &c -

Judgment signed for the Defendant the 8th day of April 1807

Execution

Second Term 1807.

Second Term 1807

Read before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and The Honble Sir Henry Gwillim, Knight, one of His Majesty's Puisne Justices of the Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Seven —

Fort St. George Madras — } Venkatalatchmy puts in her place William Light her attorney against Poonamaly Raumaunjoolu in a Plea of Trespass on the case —

Fort St. George Madras — } The said Poonamaly Raumaunjoolu puts in his place William Light his attorney at the Suit of the said Venkatalatchmy 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 Venkatalatchmy by William Light her attorney and brought into the said Court then there her certain Plaint against Poonamaly Raumaunjoolu 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

Second Term 1805

233

Fort Saint George Madras Venkatalatchmy by
Plaintiff's attorney William Light her Attorney Complains of
filed November 24th Poonamaly Raumanjoolu being an Hindoo an
1806. Inhabitant of Madras and as such a person
subject to the Jurisdiction of this Honorable
Court of a Plea of Trespass on the case For that
Whereas on the third day of May in the year of
Christ One thousand Seven hundred and Ninety
Eight to wit at Madras divers differences and
Family disputes had arisen and where there
and there depending between Venkatalatchmy
and the said Poonamaly Raumanjoolu touching
the claim of the said Venkatalatchmy as the
Widow of one Pattaberaumoodu now deceased
who was the brother of the said Poonamaly
Raumanjoolu to maintenance food and
raiment on the death of the said Pattaberaumoo
-du from the said Poonamaly Raumanjoolu
as the surviving brother of the said Pattaubevau-
-moodu deceased and thereupon for putting an
end to the said differences and disputes they the
said Venkatalatchmy and Poonamaly Raumanjoolu
before the making of the promise and undertaking
of the said Poonamaly Raumanjoolu hereinafter
next mentioned to wit on the same day and year
aforesaid submitted themselves to the Award Order
Arbetrament

Second Term 1809

Arbitrament final end and determination of
Pillory Sawmy, Parambauka Bangaroo, &
Codecalapoondy Venratasan Vencattan Nelloy
Narrasimmaloo, Coovam Goorruvappa, Paundore
Rangapper Mo: Tamboo Cauhavauka Yatevanjoo-
loo and Ramsawaty Vencatasawmy indifferently &
named elected and chosen as well on the part and
behalf of the said Vencatalatchmy as of the said &
Poonamaly Ramnaunjoolu to Arbitrate Award order
Judge and determine of and concerning the matters
so as aforesaid in dispute and difference between
them the said Vencatalatchmy and Poonamaly
Ramnaunjoolu And Whereas afterwards to wit &
on the same day and year aforesaid at Madras
aforesaid the said Pillory Sawmy Parambauke
Bangaroo Codecalapoondy Venratasan Vencattan
Nelloy Narrasimmaloo, Coovam Goorruvappa
Paundore Rangapper Mo: Tamboo Cauhavau-
kha Yatevanjoolu and Ramsawaty Venratasawmy
having according to the custom of the Hindoo
Natives of India in like cases assembled and
taken on themselves the burthen of the said &
Arbitration in due manner made their Award
and determination in writing of and concerning
the premises so referred to them as aforesaid
bearing date the day and year last aforesaid &

and thereby then and there Awarded and declared as follows to wit That the said Venkatalatchmy the Widow of the brother of the said Poonamaly Baumaun-joolu being a young woman and not consenting to re-side in the house of the said Poonamaly Baumaun-joolu the said Pillamy Sawmy Pavambanka Pariyauroo Cadercalaspoondy Venkatasam Venkattan, Nillory Saurasumminaloo Cooran Goorunappa Paundore Rangaspan No: Tamboo Cauthavanka Yetevanjoolo and Ramsawmy Venkatasawmy did direct the said Poonamaly Baumaunjoolu to pay to her the said Venkatalatchmy the Sum of Seventy five Star Pagodas for her Maintenance and food and Apparel and that the said Venkatalatchmy should receive from the said Poonamaly Baumaunjoolu and keep the said Sum for her maintenance during her life time as by the said Award more fully appears of the which premises the said Poonamaly Baumaun-joolu on the said third day of May in the year aforesaid at Madras aforesaid had Notice By reason of which said several premises the said Poonamaly Baumaunjoolu became liable to pay to the said Venkatalatchmy the said Sum of Seventy five Star Pagodas so Awarded to her as aforesaid according to the form and effect of the said Award when he the said Poonamaly

Baumaunjoolu

Raunnaunjoolu should be thereto afterwards
requested And being so liable he the said
Poonamaly Raunnaunjoolu undertook and then
and there faithfully promised the said
Vencatalatchumy to pay her the said Sum of
Seventy Five Star Pagodas when he the said
Poonamaly Raunnaunjoolu should be thereto
afterwards requested Yet the said Poonamaly
Raunnaunjoolu not regarding the said Agreement
nor his said promise and undertaking by by
him in this behalf made but contriving and
fraudulently intending craftily and subtilly to
deceive and defraud the said Vencatalatchumy in the
premises hath not yet in any manner paid to the
said Vencatalatchumy the said Sum of Seventy
Five Star Pagodas so Awarded to be paid by him
to the said Vencatalatchumy as aforesaid or any
part thereof altho according to the tenor and effect
of the said Award the said Sum of money was
Ordered to be paid by the said Poonamaly
Raunnaunjoolu to her immediately after the
making thereof and although he the said
Poonamaly Raunnaunjoolu upon the said
third day of May in the year aforesaid at
Madras aforesaid and afterwards to wit on the

first day of April and at divers other times at Madras aforesaid was thereunto requested by the said &c Venkatalatchmy but to pay the same or any part thereof to the said Venkatalatchmy he the said &c Poonamaly Raunnaunjoolu hath hitherto wholly refused and still doth refuse contrary to the form and effect of the said Agreement and his &c said promise and Undertaking &c and so made as aforesaid And Whereas the said &c Poonamaly Raunnaunjoolu afterwards to wit on the same day and year aforesaid to wit at &c Madras aforesaid was indebted to the said &c Venkatalatchmy in the Sum of Two hundred Star Pagodas by the said Venkatalatchmy before that time paid laid out and expended to and for the use of the said Poonamaly Raunnaunjoolu at his Special instance and request and being so indebted he the said Poonamaly Raunnaunjoolu in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully &c promised the said Venkatalatchmy to pay her the said last mentioned Sum of money when he the said Poonamaly Raunnaunjoolu

should

should be thereto afterwards requested And
Whereas also the said Poonamaly Rawmaunjoolu
afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted
to the said Venkatalatchmy in other Two Hu
hundred Star Pagodas of like current money
of Madras aforesaid for so much money by
the said Poonamaly Rawmaunjoolu before
that time had and received to and for the
use of the said Venkatalatchmy and being so
indebted he the said Poonamaly Rawmaunjoolu
in consideration thereof afterwards to wit on the
same day and year aforesaid at Madras a
aforesaid undertook and then and there faithfu
fully promised the said Venkatalatchmy to
pay her the said last mentioned Sum of mo
money when he the said Poonamaly Rawmaun-
joolu should be thereto afterwards requested
And Whereas also the said Poonamaly
Raumaunjoolu afterwards to wit on the same
day and year aforesaid at Madras aforesaid
accounted with the said Venkatalatchmy
of and concerning divers other Sums of

money before that time due and owing from
the said Poonamaly Raumaunjoolu to the
said Venkatalatchimy and then being in ar-
rear and unpaid upon which said ac-
count the said Poonamaly Raumaunjoolu
was then and there found in arrear and
indebted to the said Venkatalatchimy in another
large sum of money to wit the sum of other
Two hundred Star Pagodas of like current
money of Madras aforesaid and being so indebted
he the said Poonamaly Raumaunjoolu 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 Venkatalatchimy to pay her
the said last mentioned sum of money
when he the said Poonamaly Raumaunjoolu
should be thereto afterwards requested - Yet the
said Poonamaly Raumaunjoolu not
regarding the 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

Second Term 1807

defraud the said Vencatalatchmy in this behalf hath not yet paid the said several sums of money or any part thereof to the said Vencatalatchmy although so to do he the said Poonamaly Raunnaunjoolu hath been often requested but to do this he the said Poonamaly Raunnaunjoolu hath hitherto wholly refused and still doth refuse to the damage of the said Vencatalatchmy of Two hundred Star Pagodas and therefore she brings her Suit &c.

imparlance

And afterwards that is to say, on the ninth day of January in the Vacation of the same fourth Term one thousand eight hundred and Six until which day the said Poonamaly Raunnaunjoolu had leave to imparl to the said Plaintiff and then to answer the same came as well the said Vencatalatchmy by his said attorney as the said Poonamaly Raunnaunjoolu by his said attorney - and the said Poonamaly Raunnaunjoolu defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Vencatalatchmy hath above thereof Complained against him and of this he puts himself upon the Court &c — And the said Vencatalatchmy doth the like -

Plea filed 9th January 1807

And now in this First Term that is to say on the Sixteenth day of February in the year of our Lord one thousand eight hundred and seven to which day was given as

Venkatalatchmy as to the said Poonamaly alias
Raunnaunjoolu to inform the Court of the premises
at which day came as well the said Poonamaly
Raunnaunjoolu by his said Attorney as the said
Venkatalatchmy, and the said Court having heard
the respective allegations of the parties proceeded
to consider thereof but before any verdict was given
by the said Court in the premises, the said Venkata-
latchmy being Solemnly called came not, And it
appearing to the Court here that the said Venkatalatch-
my hath Neglected to bring the issue above joined on
to be tried according to the course and practice of the
said Court. Therefore it is considered by the said
Court here that the said Venkatalatchmy take nothing
by her said Plaint, but that she and her pledges
to prosecute be in Mercy &c. And that the said
Venkatalatchmy do go thereof without day &c. And
it is further considered by the said Court here that
the said Poonamaly Raunnaunjoolu do recover
against the said Venkatalatchmy the Sum of One
Hundred and fifty nine Pagodas and Ten Fanams
for his costs and charges by him laid out about his
defence in this behalf by the said Court now here
adjudged to the said Poonamaly Raunnaunjoolu
and with his request, and that the said Poonamaly
Raunnaunjoolu have execution thereof &c

Plaintiff non-suited Febry 16th 1807

Judgment signed for the Defendant the 16th April 1807

Execution

242

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Puisney Justices of the Second Term of Judicature at Madras of the Second Term in the Year one thousand eights hundred and Seven —

Fort St. George Madras ss } Porusavaukum Shaska pillay puts in his place Townes Disney his attorney against Gangoolee Mootial Chitty in a Plea of debt —

Fort St. George Madras ss } The said Gangoolee Mootial Chitty in his person at the Suit of the said Porusavaukum Shaska pillay in the Plea aforesaid —

Fort St. George Madras ss } Be it Remembered that in the Fourth Term in the Year one thousand eights hundred and five before the Supreme Court of Judicature at Madras Came Porusavaukum Shaska pillay by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Gangaloo Mootial 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,

Fort St. George

244

Second Term 1807

Plaint in debt filed 1st October 1806

Fort Saint George Madras ss Porusavaurum Shashapilly of Madras Inhabitant by Fownes Disney his Attorney complains of Ganzooloo Mootoal Chitty being an Hindoo Inhabitant of Madras, and as such Subject to the jurisdiction of this Honble Court of a Plea that he render to him the said ss Porusavaurum Shashapilly Two hundred Star Pagodas, which he the said Ganzoolou Mootoal Chitty owes to and unjustly detains from him. For that Whereas the said Ganzoolu Mootoal Chitty heretofore to wit on the Sixth day of July in the Year One thousand eight hundred and two at Madras aforesaid by his certain Writing Obligatory Sealed with the Seal of the said Ganzoolou Mootoal Chitty and to the Court Now here Shewn the date whereof is on the day and Year aforesaid acknowledged himself to be held and firmly bound unto the said Porusavaurum Shashapilly in the Sum of Two hundred Star Pagodas to be paid to the said Porusavaurum Shashapilly when he should be thereunto afterwards requested. Yet the said Ganzoolou Mootoal Chitty although often requested to pay the same hath Not Yet paid the said Sum of Two hundred Star Pagodas above demanded or any part thereof to the said

Porusavauchum Shashapilly, but to pay the Same
or any part thereof, he the said Gangoolee Mootial
Chitty hath hitherto Wholly Refused and Still
doth Refuse to the said Porusavauchum
Shashapilly his damage of Ten Star pagodas, and
therefore he brings his Suit &c.

And Now in this Second Term in
the year of our Lord One thousand eight hundred
and Seven that is to say on the Thirtieth day
of March until which day was given as well
to the said Porusavauchum Shashapillay as to
the said Gangoolee Mootial Chitty to inform the Court
here of the premises, comes the said Porusavauchum
Shashapillay by his Attorney aforesaid and the said
Gangoolee Mootial Chitty came not, And the Justices
of this Court having Examined and Considered the
Allegations of the said Porusavauchum Shasha-
pillay in this behalf, and having also examined
and Considered the Depositions of Witnesses adduced
by the said Porusavauchum Shashapillay in
Support of his said allegations It appears to the
said Justices that the said Gangoolee Mootial
Chitty did undertake and promise in Manner
and form as the said Porusavauchum Shasha
pillay hath above thereof complained against
him and this Court doth assess the
Damages

Tried Exparte—
Judgment for the Plaintiff
on a Verdict in debt

Second Term 1807

Damages sustained by the said Poonusawmthum Shasha pillay by reason of the Non performance by the said Gauzoolu Mootealu Chitty of their promises and Undertakings at the Sum of One hundred and fifty Seven Pagodas and doth also Award to the said Poonusawmthum Shashapillay for his Costs and Charges paid out by him about his Suit in this behalf the Sum of One hundred and eight Pagodas and Twenty six Fanams It is therefore Considered by the Court here that the said Poonusawmthum Shashapillay do Recover against the said Gauzoolu Mootealu Chitty his Damages aforesaid so as aforesaid assessed and also his said Costs and Charges so as aforesaid Awarded by the Court here Adjudged to the said Poonusawm Shashapillay, And with his assent which said Damages Costs and Charges Amount in the Whole to the Sum of Two Hundred and Sixty five Pagodas and Twenty Six Fanams And the said Gauzoolu Mootealu Chitty in Mercy &c

Mercy

And thereupon

Second Term 1807

247

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - and the Honble Sir Henry Guillim 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 seven -

Fort St. George Madras } Francis Torrens puts in his place James Sutherland his attorney against Strickland Kingston in a Plea of Trespass on the Case -

Fort St. George Madras } the said Strickland Kingston in his proper Person at the suit of the said Francis Torrens in the Plea aforesaid -

Fort St. George Madras } Be it remembered that on the eighth day of September in the Vacation after the Third Term in the Year of our Lord one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Francis Torrens by James Sutherland his attorney and brought into the said Court then there his certain Plaint against Strickland Kingston 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

Plaint in assumpsit filed September 8th 1806

Fort St George Madras. Francis Torrens by James Sutherland his Attorney complaining of Strickland Shrigston being a British Subject & and as such a person liable to the Jurisdiction of this Honble Court For that Whereas the said Strickland heretofore to wit on the First day of September in the Year of our Lord One Thousand eight hundred and Six at Madras aforesaid was indebted to the said Francis in One Thousand and Twenty four Pagodas Current Money of Madras for money by the said Francis before that time laid out expended and paid for the said Strickland and at his Special instance and Request and being so indebted he the said Strickland 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 him the said Sum of Money when he the said Strickland should be thereto & afterwards requested And Whereas the said Strickland afterwards 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 Strickland to the said Francis &

and

and there being in arrear and unpaid and upon
which Account the said Strickland was then and
there found in arrear and indebted to the said
Francis in another large Sum of Money to wit
the sum of other One Thousand and twenty four
Pagodas Current money aforesaid and being so
found in arrear and indebted he the said Strick-
land 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 him the
said last mentioned Sum of money when he the
said Strickland should be thereto afterwards
requested. Yet the said Strickland not regarding his
said promises and undertakings so by him made
in this behalf as aforesaid, but contriving and
deceive and defraud the said Francis in this
behalf hath not as yet paid the said several
Sums of Money or any part thereof to the said
Francis (altho so to do he the said Strickland was
often requested by the said Francis) but he to do
this hath hitherto wholly refused and still
refuses so to do to the damage of the said Francis

of Two Thousand Pagodas and therefore he brings
suit &c.-

Tried Exparte

Judgment for the Plaintiff on a Verdict in assumpsit

And now in this First Term in the Year of our Lord One Thousand eight hundred and seven that is to say on the twenty first day of February in that year until which day was given as well to the said Francis as to the said Strickland to inform the Court of the premises comes the said Francis by his Attorney aforesaid and the said Strickland altho Solemnly demanded &c came not but makes default - And the said Justices having heard the allegations of the party Plaintiff and examined the truth thereof and duly considered the Evidence produced on his part say that the said Strickland did undertake and promise in manner and form as the said &c Francis hath above thereof complained against the said Strickland and they assess the damages of the said Francis on occasion of the not performing the promises and undertakings above mentioned, over and above his costs and charges by him about his Suit in this behalf expended to One thousand Five Hundred and thirty

thirty three Pagodas and twelve fanams and for those costs and charges to One hundred and fifty eight Pagodas and Nine fanams-

Judgment signed for Plaintiff April 17th. 1807-

Therefore it is Considered by this said Court that the said Francis do recover against the said Strickland his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to One thousand six hundred and Ninety one Pagodas and twenty one fanams

Execution

And that the said Francis have Execution for

And thereupon the said Francis Torrens by James Sutherland his attorney prays the writs of our Lord the King of Fiere 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 personals of the said Strickland Kingston 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 one thousand Six hundred and ninety one Pagodas and Twenty one fanams which the said Francis Torrens recovered against the said Strickland Kingston for damages which he hath sustained as well by occasion of the non-performance of Certain promises and Undertakings made by the said Strickland Kingston to the said Francis Torrens as for

Supreme Court
Record Term 1811

Judgment Roll
Section 11-

Costs and Charges by him about his suit in that behalf Expended -
and it is granted unto him returnable here on the eighteenth day of
May Next -

Ca. ad Sat. issued on
the 17th day of April
1807 -

Second Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Benjamin Sullivan Knight, one of His Majestys Justices of the Supreme Court of Judicature at Madras of the first Term in the Year one thousand eight hundred and seven —

Fort St. George — Madras — } Venkatasawmy Naicker puts in his place Townes Disney his Attorney against Goorumappa Chittyar in a Plea of Trespass on the Case —

Fort St. George — Madras — } The said Goorumappa Chittyar puts in his place Daniel Peale his Attorney at the Suit of the said Venkatasawmy Naicker 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 Venkatasawmy Naicker by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against Goorumappa Chittyar in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe, which said Plaint follows in these words that is to say

Fort Saint George

Plaintiff in assumpsit filed 29th December 1806

Fort Saint George Madras ss. Venkatasawmy Naicker of Madras Inhabitant by Fownes Disney his Attorney complains of Goorooappa Chittyar being an Heathen Inhabitant of Madras, and as such a person subject to the jurisdiction of this Honble Court. For that Whereas the said Goorooappa Chittyar heretofore to wit on the Seventh day of April in the Year One thousand eight hundred and four at Madras aforesaid made his certain Note in Writing in the Malabar language according to the laws and customs of such Heathen Natives of India with his own proper hand thereunto set and subscribed bearing date the same day and year aforesaid, and then and there delivered the said Note to the said Venkatasawmy Naicker Whereby reciting that in consequence of the said Venkatasawmy Naicker having directed him the said Goorooappa Chittyar to go to one Ellappa Chittyar and to receive and bring from him the said Ellappa Chittyar to the said Venkatasawmy Naicker the Sum of One thousand Pagodas he the said Goorooappa Chittyar thereby acknowledged to have gone and received of the said Ellappa Chittyar the said Sum of One thousand Pagodas but paid to the said Venkatasawmy Naicker only the Sum of Nine Hundred Pagodas and Eleven Rupees, deducting which Sum, the

Balance

balance then remaining due from him the said Goorruvappa Chittyar to the said Venkatasawmy Naicker was thereby acknowledged to be Ninety Pagodas and Twenty four Rupees which Sum he the said Goorruvappa Chittyar did thereby engage to repay to the said Venkatasawmy Naicker on demand. By reason whereof and according to the laws and customs of such Hindoo Natives of India he the said Goorruvappa Chittyar then and there became liable to pay to the said Venkatasawmy Naicker the said Sum of money in the said Note contained according to the tenor and effect of the said Note And being so liable he the said Goorruvappa Chittyar 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 Venkatasawmy Naicker to pay him the aforementioned Sum of money in the said Note contained according to the tenor and effect of the said Note. And Whereas also the said Goorruvappa Chittyar afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Venkatasawmy Naicker in other One Hundred Star Pagodas of Current money of Madras aforesaid

aforesaid for so much money by the said Venkata-
=sawmy Naicker before that time lent and ad-
vanced and paid laid out and expended to
and for the use of the said Goorruvappa Chettyar
at his special instance and request. And being
so indebted he the said Goorruvappa Chettyar
in consideration thereof afterwards to wit on the
same day and year aforesaid at Madras afore-
=said undertook and then and there faithfully
promised the said Venkatasawmy Naicker to pay
him the aforementioned sum of money when
he should be thereunto afterwards requested. And
Whereas also the said Goorruvappa Chettyar
afterwards to wit on the same day and year aforesaid
at Madras aforesaid was indebted to the said
Venkatasawmy Naicker in other One Hundred
Star Pagodas of Current money of Madras
aforesaid for so much money by the said Goorruvappa
Chettyar before that time had and received to
and for the use of the said Venkatasawmy
Naicker. And being so indebted he the said
Goorruvappa Chettyar 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
Venkatasawmy Naicker to pay him the afore-
=mentioned

aforementioned Sum of money when he should be
thereunto afterwards requested. — And Whereas
also the said Goorwappa Chittyar afterwards to wit
on the day and year last mentioned at Madras
aforesaid accounted together with the said Vencata-
zammy Naicker of and concerning divers Sums of
of money from the said Goorwappa Chittyar to the
said Vencatazammy Naicker before that time due
and owing and then and there in arrear and
unpaid, and upon that account the said Goorwappa
Chittyar was then and there found in arrear
and indebted to the said Vencatazammy Naicker
in a Sum One hundred Star Pagodas of like lawful
money aforesaid. And being so found in arrear
and indebted he the said Goorwappa Chittyar
in consideration thereof afterwards to wit on
the day and year last mentioned at Madras
aforesaid undertook and then and there faith-
fully promised the said Vencatazammy
Naicker to pay him the said last mentioned
Sum of money when he should be thereunto
afterwards requested. Yet the said Goorwappa
Chittyar not regarding his several promises

and

and undertakings in manner and form aforesaid made but contriving and fraudulently intending craftily and Subtilely to deceive and defraud the said Venkatasawmy Naicker in this particular hath not yet paid the said several sums of money or any part thereof to the said Venkatasawmy Naicker although often requested so to do, but to pay the same or any part thereof to the said Venkatasawmy Naicker he the said Goorooswpa Chittyar saith hitherto wholly refused and still doth refuse to the said Venkatasawmy Chittyar his damage of Two hundred pagodas and therefore he brings his Suit &c.

imparlance

And afterwards to wit in the first Term of the year one thousand eight hundred and seven in the said Supreme Court of Judicature at madras till which Term the said Goorooswpa Chittyar had leave to imparl to the said Plaint and then to answer the same came as well the said Venkatasawmy Naicker by his said Attorney, as the said Goorooswpa Chittyar, by his said Attorney, and the said Goorooswpa Chittyar defends the wrong and Injury when &c. and says that he did not undertake and promise in Manner and form as the said Venkatasawmy Naicker hath above thereof Complained against him, and of this he the said Goorooswpa Chittyar puts himself upon the Court — And the said Venkatasawmy Naicker by the said Townes Disney his Attorney doth likewise -

Plea filed 11th February 1807.

Afterwards for the trial of the issue

do

so aforesaid joined between the Parties a day
was given to them respectively whereon they
should come before the Court at which day
being the Twenty Eighth day of March in
this Term came the Parties aforesaid by their
Attornies aforesaid And the Justices of the
Court here having heard examined and &
considered the allegations of the said Parties
respectively and the depositions of the Witnesses
adduced in this behalf did pronounce that the
said Goorunappa Chittyar did not undertake &
or promise in manner and form as the said
Venkatasawmy Naicker hath above thereof &
complained against him Therefore it is &
considered that the said Venkatasawmy Naicker
take nothing by his said Plaint but that he
and his pledges to prosecute be in Mercy &c
thereof without day - And it is further &
considered that the said Venkatasawmy Naicker
do pay unto the said Goorunappa Chittyar for the
costs and charges of the said Goorunappa Chittyar
laid out by him about his defence in this behalf
the Sum of One hundred and five Pagodas
and twelve fanams and that the said &

Goorunappa

Execution Goorrivappa Chittyar have execution thereof &c

Second Term 1809

Pleas before the Honble Sir Thomas Andrew Stranger, Knight Chief Justice and the Honble Sir Benjamin Sullivan 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 seven –

Fort St. George Madras } Oyaloor Vencatachellum puts in his place William Light his attorney against Pauchy Ummah widow and Govindoo Moodelliar adopted Son and Personal representatives of Tirkett Vencatachellum deceased, in a Plea of Trespass on the Case –

Fort St. George Madras } The said Pauchy Ummah and Govindoo Moodelliar put in their place Daniel Neal their attorney at the Suit of the said Oyaloor Vencatachellum in the Plea aforesaid –

Fort St. George Madras } Be it remembered that in the Third Term in the Year one thousand eight hundred and Six before the Supreme Court of Judicature at madras came Oyaloor Vencatachellum by William Light his attorney and brought into the said Court then there his Certain Plaint against Pauchy Ummah Widow and Govindoo Moodelliar adopted son and personal Representatives of Tirkett Vencatachellum deceased, in a Plea of Trespass on the Case, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Second Term 1807

Plaint in Assumpsit
filed 29th. July 1806

Fort Saint George. Madras Oyaloo Venkata-
chellum by William Light his Attorney
Complains of Pautchy Ummah who is the
Widow and Govindoo Moodeliar who is the
adopted Son of one Tirkett Venkatachellum
now deceased the said Pautchy Ummah
and the said Govindoo Moodeliar being as
such Widow and adopted Son respectively the
personal representatives of the said Tirkett
Venkatachellum deceased and who are also
respectively Hindoo Inhabitants of Madras and
as such persons subject to the Jurisdiction of
this Honorable Court For that Whereas the said
Tirkett Venkatachellum in his life time to wit
on the Twenty first day of May in the year of
Christ one thousand Eight hundred and
two at Madras aforesaid was indebted to the
said Oyaloo Venkatachellum in the Sum of
Three thousand one hundred and Thirty
Seven Pagodas Six fanams and Twenty
eight Cash for the use and hire of divers
Bullocks of the said Oyaloo Venkatachellum
by him before that time let to hire to the

Said

said Tirkett Vencatachellum at his special
Instance and request and in the Lifetime of the
said Tirkett Vencatachellum and by the said
Tirkett Vencatachellum according to that Letting
to hire had and used for a long Space of time
then elapsed and being so indebted he the
said Tirkett Vencatachellum in his Lifetime
in Consideration thereof afterwards to wit on the
day and year aforesaid at Madras aforesaid
undertook and then and there faithfully
promised the said Pyaloor Vencatachellum
to pay him the said Sum of Money when he
the said Tirkett Vencatachellum should be
thereto requested And Whereas also the said
Tirkett Vencatachellum in his life time
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid in Consideration
that the said Pyaloor Vencatachellum at the
like instance and request of the said Tirkett
Vencatachellum had let out to hire to the said
Tirkett Vencatachellum Several Carriage &
Bullocks of the said Pyaloor Vencatachellum
and that the said Tirkett Vencatachellum
had used and travelled the said Carriage &

Bullocks

Bullocks on the same time took upon Himself and then and there faithfully promised to pay to the said Oyaloor Venatachellum so much Money as he reasonably deserved to have for the same and the said Oyaloor Venatachellum avers that he reasonably deserved to have for the same other Three thousand one hundred and Thirty seven Pagodas six Fanams and Twenty eight Cash Current Money of Madras aforesaid of which the said Tirkett Venatachellum then and there had Notice And Whereas also the said Tirkett Venatachellum afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Oyaloor Venatachellum in the Sum of Seven thousand Star Pagodas Current Money of Madras aforesaid for divers Carriage Bullocks Goods Rice grain Wheat Wares and Merchandizes by the said Oyaloor Venatachellum to the said Tirkett Venatachellum and at his Special instance and request before that time Sold and delivered and being so indebted he the said Tirkett Venatachellum in Consideration thereof afterwards to wit on the

Same day and year aforesaid at Madras aforesaid
at Madras aforesaid undertook and then and
there faithfully promised the said Oyaloor
Venkatachellum that he the said Sinkett
Venkatachellum would well and truly pay
and satisfy to the said Oyaloor Venkatachellum
the above mentioned Sum of Money when he
should be thereunto afterwards requested And
Whereas the said Sinkett Venkatachellum afterwards
to wit on the day and Year aforesaid at Madras
aforesaid in Consideration that the said Oyaloor
Venkatachellum had before that time at the like
special instance and request of the said Sinkett
Venkatachellum sold and delivered to the said
Sinkett Venkatachellum divers other Goods wares
and Merchandizes took upon himself and
then and there faithfully promised the said
Oyaloor Venkatachellum that he the said
Sinkett Venkatachellum would well and truly
pay and satisfy to the said Oyaloor
Venkatachellum so much Money as the
said Goods Wares and Merchandizes last
Mentioned were reasonably worth at the
time of the Sale and delivery thereof when

he should be thereunto afterwards requested and
the said Oyaloor Vencatachellum avers that the
Bullocks Goods named and Merchandizes &c
aforesaid last mentioned were reasonably worth
other Seven thousand Star Pagodas at the time
of the sale and delivery thereof to wit at Madras
aforesaid whereof the said Terhett Vencatachel-
-lum in his life time there and then had
Notice And Whereas also afterwards to wit on
the same day and year aforesaid at Madras
aforesaid the said Terhett Vencatachellum was
indebted to the said Oyaloor Vencatachellum in
other Seven thousand Star Pagodas of Current
Money of Madras aforesaid for so much Money
by the said Oyaloor Vencatachellum before that
time lent and advanced and paid laid out
and expended to and for the use of the said
Terhett Vencatachellum at his Special instance
and request and being so indebted he the said
Terhett Vencatachellum in Consideration thereof
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid undertook and
there and there faithfully promised the said
Oyaloor Vencatachellum to pay him the afore-
-mentioned Sum of Money when he should

to thereunto afterwards requested And Whereas
also the said Terhett Venkatachellum afterwards
to wit on the same day and year aforesaid at
Madras aforesaid was indebted to the said
Oyaloor Venkata-chellum in other Seven thousand
Star Pagodas Current Money of Madras for
so much Money by the said Terhett Venkata-
-chellum before that time had and received to
and for the use of the said Oyaloor Venkatachellum
and being so indebted he the said Terhett
Venkatachellum 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 Oyaloor
Venkatachellum to pay him the said last
mentioned Sum of Money when he the
said Terhett Venkatachellum should be there-
-unto afterwards requested And Whereas also
the said Terhett Venkatachellum afterwards
to wit on the day and Year last aforesaid at
Madras aforesaid accounted with the said
Oyaloor Venkatachellum of and concerning divers
Sums of Money from the said Terhett
Venkatachellum to the said Oyaloor Venkatachellum

before

before that time due and owing and then and
there in arrear and unpaid upon that account
the said Tirkett Vencatachellum was then
and there found in arrear and indebted to
the said Ayaloor Vencatachellum in other
Seven thousand Star Pagodas of Current
Money of Madras aforesaid and being so
found in arrear and indebted he the said
Tirkett Vencatachellum in Consideration
thereof afterwards to wit on the day and year
last mentioned at Madras aforesaid under-
took and then and there faithfully promised
the said Ayaloor Vencatachellum to pay
him the said last mentioned Sum of
Money when he should be thereunto
afterwards requested Yet the said Tirkett
Vencatachellum in his life time and
the said Pantchy Ummah and Govinda
Moodeliar respectively personal Representa-
tives as aforesaid after the decease of the
said Tirkett Vencatachellum not regarding
the several promises and undertakings
so made by the said Tirkett Vencata-
chellum in his life time but contriving

and fraudulently intending craftily and
subtilly to deceive the said Oyaloor
Vencatachellum have not nor hath
either of them paid the said several
sums of Money on these premises and
undertakings mentioned or any or either
of them or any part thereof either to the said
Oyaloor Vencatachellum altho so to do he the
said Sorbett Vencatachellum was requested by
the said Oyaloor Vencatachellum to wit on the
day and year last aforesaid and often after-
wards and often both before and afterwards
to wit at Madras aforesaid but he to pay the same
did in his life time refuse and the said
Pardahy Ummah and Govindoo Moodeliar
after the death of the said Sorbett Vencatachellum
or any or either of them to pay the same to the
said Oyaloor Vencatachella still do refuse to
the Damage of the said Oyaloor Vencata-
chellum of Seven thousand Star Pagodas
and therefore he brings his Suit &c.

And afterwards to wit in the Fourth Term of the
imparlance
year one thousand eight hundred and Six in the said Supreme Court
of Judicature at Madras till which term the said Pardahy
Ummah

Second Term 1807

Plea filed 25th September 1806

Ummah and Govindoo Modelliar had leave to imparl to the said Plea and then to answer the same come as well the said Oyaloor Vencatachellum by his said Attorney as the said Pautchy Ummah and Govindoo Modelliar by their said Attorney - And the said Pautchy Ummah and Govindoo Modelliar Defend the wrong and injury when &c and say That the said Tirkett Vencatachellum in his life time did not undertake or promise in manner and form as the said Oyaloor Vencata-chellum hath above thereof complained against them. And this they pray may be inquired of by the Court - And for a further Plea in this behalf by leave of the Court for this purpose first had and obtained according to the form of the Statute in such case made and provided the said Pautchy Ummah and Govindoo Modelliar say That the said Oyaloor Vencatachellum ought not to have or maintain his aforesaid Action against them the said Pautchy Ummah and Govindoo Modelliar as Representatives aforesaid because they say That the said Tirkett Vencatachellum was a Hindoo Native of India And That the said Tirkett Vencatachellum in his life time and one Vaidavaudy Tombo Naicken also a Hindoo Native of India

Heretofore

heretofore to wit on the Fourteenth day of October
in the Year of Christ One thousand and
Eight hundred at Madras by their Certain
writing Obligatory in the Malabar Language
made and executed by them respectively
according to the laws and Customs of such
Hindoo Natives of Madras and bearing date
the fourth Aspesy of the Malabar Year Roudry
(corresponding with the day and Year of Christ
last aforesaid) acknowledged that in consequence
of their urgent occasion they had borrowed and
received of one Aminjecary Yachoo Moodeliar
the Sum of Five hundred Star Pagodas Current
Money of Madras and thereby engaged to repay to
the said Aminjecary Yatchoo Moodeliar the
same Sum on or before the Thirtieth
Courtega or the Tenth day of December with
all such Interest as should or might become due
thereon at the rate of Twelve Per Cent Per Annum
which said writing Obligatory on the day and
Year of Christ aforesaid at Madras was made
for a true and just debt and at the time of the
death of the said Sirkett Venkatachellum was

in

Plea filed 25th September 1806

Ummah and Govindoo Modelliar had leave to imparl to the said Plaint and then to answer the same come as well the said Oyaloor Vencatachellum by his said Attorney as the said Pautchy Ummah and Govindoo Modelliar by their said Attorney - And the said Pautchy Ummah and Govindoo Modelliar Defend the wrong and injury when &c and say that the said Tirbett Vencatachellum in his life time did not undertake or promise in manner and form as the said Oyaloor Vencata-chellum hath above thereof complained against them. And this they pray may be inquired of by the Court - And for a further Plea in this behalf by leave of the Court for this purpose first had and obtained according to the form of the Statute in such case made and provided the said Pautchy Ummah and Govindoo Modelliar say that the said Oyaloor Vencatachellum ought not to have or maintain his aforesaid Action against them the said Pautchy Ummah and Govindoo Modeliar as Representatives as aforesaid because they say that the said Tirbett Vencatachellum was a Hindoo Native of India And that the said Tirbett Vencatachellum in his life time and one Vandavaudy Tombo Naicker also a Hindoo Native of India heretofore

heretofore to wit on the Fourteenth day of October
in the Year of Christ One thousand and
Eight hundred at Madras by their certain
writing Obligatory in the Malabar Language
made and executed by them respectively
according to the laws and customs of such
Hindoo Natives of Madras and bearing date
the fourth Anjery of the Malabar Year Rosdry
(corresponding with the day and Year of Christ
last aforesaid) acknowledged that in consequence
of their urgent occasion they had borrowed and
received of one Aminjecary Yachoo Moodelian
the Sum of Five hundred Star Pagodas Current
Money of Madras and thereby engaged to repay to
the said Aminjecary Yatchoo Moodelian the
same Sum on or before the Thirtieth
Courtega or the Tenth day of December with
all such Interest as should or might become due
thereon at the rate of Twelve Per Cent Per Annum
which said writing Obligatory on the day and
Year of Christ aforesaid at Madras was made
for a true and just debt and at the time of the
death of the said Sirkett Venkatachellum was

in

in full force and effect not satisfied, discharged or cancelled - and the said Pautchy Ummah and Govindoo Moodeliar say that at the time of the filing of the Plaint of the said Pyaloor Venkatachellum in this behalf there was and still is due to the said Annejeeany Yachoo Moodeliar for Principal and Interest Monies payable by Virtue of the said Writing Obligatory the Sum of Eight hundred and forty Seven Pagodas and twenty two Fanams And the said Pautchy Ummah and Govindoo Moodeliar also say that the said Pyaloor Venkatachellum in his life time and also one Tamboo Naicker a Hindoo Native of India heretofore to wit on the second day of November in the Year of Christ One Thousand and Eight hundred aforesaid at Madras aforesaid by a certain Writing or obligatory in the Malabar Language made and executed by them respectively according to the Laws and Customs of such Hindoo Natives of India and bearing date the Twenty Second Arpisy of Roudry Year corresponding with the day and Year of

Christ

(Christ last aforesaid) acknowledged that in consequence of their Urgent occasion they had borrowed and received of the said Annen=jecary Yachoo Moodeliar the Sum of Four Hundred Star Pagodas Current Money of Madras - And did thereby engage to repay to the said Annenjecary Yachoo Moodeliar the Same Sum on or before the Thirteenth Caunteya on the Tenth day of December with all such Interest as should or might become due thereon at the rate of Twelve Per Cent Per Annum Which said writing obligatory last mentioned on the day and Year of Christ last aforesaid at Madras aforesaid was made for a true and just debt and at the time of the death of the said Serbrett Vencata= =chellum was in full force and effect not Satisfied discharged or cancelled - And the said Pantulu Ummah and Govendoo Moodeliar Say that at the time of the filing of the Plaint of the said Pydaroo Venkatachellum in this behalf there was and still is due to the said Annenjecary Yachoo Moodeliar for Principal and Interest Monies payable by virtue of the said last Mentioned writing obligatory the Sum of Star Pagodas Two hundred and Nineteen and fourteen

Sammns And the said Pantchy Ummah and
Govindoo Moodeliar further say that hereto-
fore to wit on the Nineteenth day of February
in the Year of Christ One thousand Eight
hundred and one at Madras aforesaid the
said Tirkett Vencatachellum in his Life time
by his certain other writing obligatory in the
Malabar Language made and executed by him
according to the Laws and Customs of such
Hindoo Natives of India and bearing date the
Ninth Moosy of Roudry Year aforesaid
(corresponding with the day and Year of Christ
last aforesaid) acknowledged that in consequence
of his urgent occasion he had borrowed and
received of the said Annenjecary Yachoo
Moodeliar the Sum of Six hundred Star
Pagodas Current Money of Madras and did
thereby engage to repay the same Sum to the
said Annenjecary Yachoo Moodeliar on or
before the Thirtieth Pangoony or the Tenth
day of April then next with all such
interest as should or might become due
thereon at the rate of Twelve Per Cent Per
annum which said writing Obligatory
last mentioned on the day and Year of
Christ last aforesaid at Madras aforesaid

Was

Supreme Court

Second Term 1807

Judgment Roll

Section 12th

was made for a true and just debt and at the time of the death of the said Tirhott Venkata-chellum was in full force and effect not satisfied discharged or cancelled. And the said Pandaty Unnamah and Govindoo Moodeliar further say that at the time of the filing of the Plaint of the said Oyaloor Venkatachellum in this behalf there was and still is due to the said Amenjeeany Yachoo Moodeliar for Principal and Interest Monies payable by Virtue of the said Writing Obligatory last mentioned the Sum of Star-Pagodas Nine hundred and Sixty two and nine fanams And the said Pandaty Unnamah and Govindoo Moodeliar further say that here-tofore to wit on the Seventeenth day of November in the Year of Christ One thousand Eight hundred and one aforesaid at Madras aforesaid the said Tirhott Venkata-chellum in his life time and also certain persons / namely / Vanda-vanay Lamboo Naicken - Saraunove Ennenna Naicken - Tennvallow Teyaugavoya Moodally - Chintandry Patty Veeraupparoumal Pillay and Madepauta-rum Chittyar / respectively Hindoo Natives

Natives of India) by their certain writing or writing Obligatory in the Malabar Language made and executed by them respectively according to the Laws and Customs of such Hindoo Natives of India and bearing date on the day and Year last aforesaid acknowledged that on the day of the making thereof they had in or consequence of their urgent occasion borrowed and received of one Mily Sadansheva Moodaliar the Sum of One thousand and five hundred Star Pagodas Current Money of Madras and did thereby jointly and Seperately engage to repay the said Sum of Money last mentioned on or before the Seventeenth day of May with Interest at the rate of Twelve Per Cent Per Annum. which said writing or Obligatory last Mentioned on the day and Year of Christ last aforesaid at Madras aforesaid was made for a true and just debt and at the time of the death of the said Surhett Vencata-chellum in full force and effect not satisfied discharged or cancelled - And the said Pantelu Ummiah and Govindoo Moodeliar further say that at the time of the filing of the Plaint of

the

the said Oyaloor Venkatachellum in this behalf there was and still is due to the said Maly Sadanadeva Moodeliar for Principal and Interest Monies payable by Virtue of the said Writing Obligatory last mentioned the Sum of Star Pagodas Two thousand three hundred and forty six and twenty two Fanams And the said Pautahy Unnamah and Govindoo Moodeliar further say that they have fully administered all and singular the Goods Chattels and Credits which were of the said Turkett Venkatachellum at the time of his death, and which have ever come to the hands of them the said Pautahy Unnamah and Govindoo Moodeliar as Representatives as aforesaid to be administered - And that at the time of the preferring of the Plaint of the said Oyaloor Venkatachellum in this behalf they the said Pautahy Unnamah and Govindoo Moodeliar had not and at any time since have not had and now have not in their hands as Representatives as aforesaid to be administered any Goods or Chattels -

Which

which were of the said Sirkett Venca[illegible]chellum at the time of his death except Goods and Chattels to the value of Five Star Pagodas which are subject and liable to the Satisfaction of the Principal and Interest Monies due upon the aforesaid several Writings Obligatory and which are insufficient for the Satisfaction of the same Monies - And this the said Pantchy Ummah and Govindoo Moodeliar are Ready to verify - Wherefore they pray judgment if the said Ayaloo Vencatachellum ought to have or maintain his aforesaid Action against them the said Pantchy Ummah and Govindoo Moodeliar as Representatives as aforesaid to recover any greater damages or other Sum of Money than the said Sum of Five Star Pagodas - And for further Plea in this behalf by like leave of this Court for this purpose first had and obtained according to the Form of the Statute in such case made and provided the said Pantchy Ummah and Govindoo Moodeliar say that the said Ayaloo Vencatachellum ought not to have or maintain his aforesaid action against them the said Pantchy Ummah

and Govendoo Moodeliar as Representatives as aforesaid because they say that they have fully administered all and singular the Goods and Chattels which were of the said Tirkett Venkatachellum at the time of his death and which have ever come to the hands of them the said Pautchy Ummah and Govindoo Moodeliar as Representatives as aforesaid to be administered and that at the time of the preferring of the Plaint of the said Oyaloo Venkatachellum in this behalf they the said Pautchy Ummah and Govindoo Ummah Moodeliar had not and at any time since have not had and still have not in their hands as Representatives as aforesaid to be administered any Goods or Chattels which were of the said Tirkett Venkatachellum deceased at the time of his death, And this they the said Pautchy Ummah and Govindoo Moodelian are ready to verify Wherefore they pray judgment if the said Oyaloo Venkatachellum ought to have or maintain his aforesaid Action against them &

Afterwards (that is to say) On the Second

Second Term 1807

Second day of February in the First Term now last past came the Parties aforesaid by their Attornies aforesaid. And the said Pantehy Ummah and Govindoo Modelian pray'd that the said Oyaloor Vencadachellum might reply to the aforesaid Plea of them the said Pantehy Ummah and Govindoo Modelian and thereupon a day was given by the Court to the said Oyaloor Vencadachellum for him to reply to the aforesaid Plea of the said Pantehy Ummah and Govindoo Modelian the same day was also given to the said Pantehy Ummah and Govindoo Modelian. At which day being the Twenty Eighth day of March in this Term before the Court here come the said Pantehy Ummah and Govindoo Modelian by their Attorney aforesaid. And the said Oyaloor Vencadachellum although on that day although solemnly called not nor hath he replied to the said Plea of the said Pantehy Ummah and Govindoo nor doth he further prosecute his said Suit. Therefore it is considered that the said Oyaloor Vencadachellum take nothing by his said Plaint but that he and his pledges to

Judgment of non Pros-

Judgment signed for the Defendant the 18th day of April 1807 -

Procedente be in Mercy &c — And it is further considered by the Court here that the said Ayaloor Venicatachellum do pay unto the said Pantchy Ummah and Govindoo Modeliar for their Costs and Charges laid out by them about their defence in this Suit the Sum of one hundred and thirty eight Pagodas and thirty one Fanams And that the said Pantchy Ummah and Govindoo Modeliar have Execution thereof &c —

Execution

And thereupon the said Pantchy Ummah and Govindoo Modelliar by Daniel Seale their Attorney pray the Writs of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the body of the said Ayaloor Venicatachellum to Satisfy the said Pantchy Ummah and Govindoo Modelliar the Sum of one hundred and thirty eight Pagodas and thirty one fanams adjudged to the said Pantchy Ummah and Govindoo Modelliar for Costs and Charges by them Expended about their defence at the Suit of the said Ayaloor Venicatachellum — and it is granted unto them returnable here on the 18th day of July next —

Writs of Ca. Sa. issued on the 20th day of April 1807 —

284

Second Term 1807

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

Madras ss — Tottecala Comarapah Moodelliar Brother and Personal Representative of Tottecala Condapah Moodelliar deceased &c. by Robert Orme his Attorney against Soobaraya Moodelly son and heir and personal Representative of Colatore Chengalvaraya Moodelliar deceased — in a Plea of Trespass on the Case —

Madras ss — The said Soobaraya Moodelly as such son and heir and personal Representative as aforesaid in his proper person at the Suit of the said Tottecala Comarapah Moodelliar in the Plea aforesaid —

Madras ss — Be it remembered that as of the Fourth Term in the Year one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Tottecala Comarapah Moodelliar Brother and personal Representative of Tottecala Condapah Moodelliar deceased by Robert Orme his Attorney and brought into the said Court then there his Certain Plaint against Soobaraya Moodelly son and heir and personal Representative of Colatore Chengalvaraya Moodelliar deceased 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

286

Plaintiff assumpsit
filed 17th November
1806 -

Madras ss Sottecala Comarapah Moodelliar
Brother only personal Representative according
to the laws and Customs of the Hindoo Natives
of India of Sottecala Condapah Moodelliar deceased
who was in his life time an Hindoo Inhabitant
of Madras by Robert Orme his Attorney complains
of Soobaroya Moodelly son and Heir and Personal
Representative of Colatore Chengalvaroya Moodelliar
of Madras deceased and who is by the laws and
Customs of Hindoo Natives of India entitled to
possess and inherit and hath possessed and
inherited the Estate and Effects which were of
the said Colatore Chengalvaroya Moodelliar at the
time of his death and the said Soobaroya Moodelly
is an Hindoo Inhabitant of Madras aforesaid
and as such subject to the Jurisdiction of this
Honorable Court For that Whereas the said Colatore
Chengalvaroya Moodelliar in his life time to wit
on the Ninth Panthanoy of Kalayooty year of the
Hindoos corresponding with the Twenty second
day of September in the Year of Christ One
thousand seven hundred and Ninety eight at
Madras aforesaid according to the usage and
Customs of Hindoo Natives of India made his

certain Note in writing in the Malabar
Language his own proper hand writing
thereunto subscribed bearing date the day
and year aforesaid and then and there
delivered the said Note to the said said
Condapah Moodelliar in his life time Whereby
the said Collatore Chengalvaroya Moodelliar
in his life time Acknowledged that in Consequence
of his urgent Occasion he had that Day Mortga-
-ged his House and two and thirteen sixteenth
pieces of Grounds as well as the Bills of Sale
therein Mentioned and on the Mortgage thereof
borrowed and received of him the said Condapah
Moodelliar by the name and description of
Tottacala Condapah Moodelliar of Tooluvavellan-
-la Cast of the same Place the Sum of Seven
hundred and twenty eight Star Pagodas Current
Money of Madras which Sum he the said
Collatore Chengalvaroya Moodelliar did thereby
engage to repay the said Tottacala Condapah
Moodelliar in the Space of Four Months with
all such Interest as should or might become
due thereon at the rate of Twelve per Cent per
annum Commencing from the Date thereof

By

By reason whereof and according to the usage and Custom of such Hindoo Natives the said Coldstove Chengalvaroya Moodelliar in his life time became liable to pay to the said Tottecala Condapah Moodelliar the said Sum of Money mentioned in the said Note According to the tenor and effect of the said Note and being so liable he the said Coldstove Chengalvaroya Moodeliar in Consideration thereof afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tottecala Condapah Moodelliar in his life time 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 Coldstove Chengalvaroya Moodelliar in his life time Afterwards to wit on the Twenty Second Day of January in the Year One thousand seven hundred and Ninety nine at Madras aforesaid was indebted to the said Tottecala Condapah Moodelliar in his life time in the Sum of One thousand and four hundred Star Pagodas of the Current Money of Madras

for so much money by the said Sottecala Condapah
Moodelliar in his life time before that time
lent and advanced to the said Colatore &
Chengalvarayo Moodelliar in his life time
and at his special instance and request and
being so indebted he the said Colatore &
Chengalvarayo Moodelliar in Consideration
thereof afterwards in his life time to wit on
the same Day and year last aforesaid at &
Madras aforesaid undertook and then and
there faithfully promised the said Sottecala
Condapah Moodelliar in his life time to pay
unto the said last mentioned Sum of Money
when he the said Colatore Chengalvaraya &
Moodelliar should be thereunto afterwards
requested And Whereas also the said &
Colatore Chengalvaraya Moodelliar in his life
time afterwards to wit on the same day and
year last aforesaid at Madras aforesaid was
indebted to the said Sottecala Condapah Moodelliar
in his life time in the further Sum of One
Thousand and Four hundred Star Pagodas of
like Current Money for so much money by

the

Second Term 1805

the said Tottercala Condapah Moodelliar in his life time before that time laid out expended and paid to and for the use of the said Colatore Chengalvaroy Moodelliar in his life time and at his special instance and request and being so indebted he the said Colatore Chengalvaroya Moodelliar in consideration thereof Afterwards in his life time to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tottercala Condapah Moodeliar in his life time to pay him the said last mentioned Sum of Money when he the said Colatore Chengalvaroya Moodeliar should be thereunto afterwards requested And Whereas also the said Colatore Chengalvaroya Moodeliar in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Tottercala Condapah Moodeliar in his life time of and concerning divers other Sums of Money before that time in his life time due and owing from the said Colatore Chengalvaroya Moodeliar to the said Tottercala Condapah Moodeliar in his life time and then being in arrear and unpaid

and

and upon that accounting the said Colatore Chengalvaroya Moodelliar was then and there found to be in arrear and indebted to the said Tolltecala Condapah Moodelliar in the further Sum of One thousand and four hundred Star Pagodas of like Current Money and being so found in arrear and indebted he the said Colatore Chengalvaroya Moodelliar in Consideration thereof afterwards in his life time to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tolltecala Condapah Moodelliar in his life time to pay him the said last mentioned Sum of Money when he the said Colatore Chengalvaroya Moodelliar should be thereunto afterwards requested Yet the said Colatore Chengalvaroya Moodelliar in his life time and the said Soobarayer Moodelly Son and Heir and Personal Representative as aforesaid since his death not regarding the said several Promises and undertakings of the said Colatore Chengalvaroya Moodelliar so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Tolltecala Condapah

Moodelliar

Moodelliar in his life time and the said Tottecala
Comaraiah Moodelliar Brother and only personal
Representative as aforesaid since the death of the
said Tottecala Condaiah Moodelliar 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 to the said Tottecala Condaiah
Moodelliar in his life time or to the said Tottecala
Comaraiah Moodelliar Brother and only personal
Representative aforesaid since his decease
(altho so to do he the said Colatore Chengalvaraya
Moodelliar in his life time to wit on the same day
and Year last aforesaid at Madras aforesaid was
requested by the said Tottecala Condaiah Moodelliar
in his life time and after the death of the said
Tottecala Condaiah Moodelliar and Colatore Chengal-
varaya Moodelliar respectively to wit on the fifth
Day of September in the Year One thousand eight
hundred and Six and often aftermards at Madras
aforesaid the said Soobaroya Moodelly was
requested by the said Tottecala Comaraiah
Moodelliar as Brother and only personal
Representative as aforesaid) But the said
Colatore Chengalvaroya Moodelliar in his
life

life time and the said Soobarayo Modelly since his decease to pay the several Sums of Money before Mentioned or any of them or any part thereof to the said Sottorala Condapah Modelliar in his life time or to the said Sottorala Comaraypah Modelliar Brother and only personal Representative as aforesaid since the death of the said Sottorala Condapah Modelliar have altogether refused and the said Soobarayo Modelliar to pay the same to the said Sottorala Comaraypah Modelliar as Brother and only personal Representative as aforesaid Still doth refuse To the Damage of the said Sottorala Comaraypa Modelliar as Brother and only personal Representative as aforesaid of One thousand and four hundred Star Pagodas and therefore he brings his suit &c.

And now in this Second Term in the Year One thousand Eight hundred and seven that is to say on the Twenty first day of March to which day was given as well to the said Sottorala Comaraypah Modelliar as to the said Soobarayo Modelly And the said Soobarayo Modelly says nothing in bar or preclusion of the said Action of the said Sottorala Comaraypah Modelliar

Tho

Tried Exparte

by which the said Tolleeala Conarapah Moodelliar remains therein undefended as against the said Soobaroya Moodelly for which the said Tolleeala Conarapah Moodelliar ought to recover his Damages by occasion of the premises. And afterwards to wit on the Judgment for the Plaintiff on a Verdict in assumpsit Twenty sixth day of the said Month of March in the Term last aforesaid the said Court having diligently enquired what damages the said Tolleeala Conarapah Moodelliar as such Brother and only personal Representative as aforesaid hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and adjudge that the said Tolleeala Conarapah Moodelliar as such Brother and only personal Representative as aforesaid hath sustained Damages by occasion of the premises over and above his Costs and Charges to one thousand four hundred and seventy six Pagodas and Nineteen fanams and for Costs and Charges to One hundred and seventy seven Pagodas and thirteen fanams Therefore it is considered that the said Tolleeala Conarapah

Judgment signed for the Plaintiff the 20th April 1807

Modelliar do recover against the said Soobaroya Modelly Son and Heir and Personal Represenda- tive as aforesaid his Damages and Costs afore- said by the Court aforesaid found and adjudged to be levied of the Goods and Chattels which were of the said Collattore Chengalvaraya Modelliar at the time of his death in the hands of the said Soobaroya Modelly to be administered And if he has not so much in his hands to be administered then the above Sum of One hundred and Seventy Seven Pagodas and Thirteen Fanams being for the Costs and Charges laid out by the said Tottecala Comaraspah Modelliar about his Suit by the Court now here adjudged to the said Tottecala Comaraspah Modelliar with his assent to be levied of the proper Goods and Chattels of the said Soobaroya Modelly And the said Soobaroya Modelly in Mercy &c.

Mercy

And hereupon the said Tottecala Comaraspah Modelliar as such Brother and personal Representative as aforesaid by Robert orme his attorney prays the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects Real and personal which were of the said Collattore Chengalvaraya

Chengalvaraya Modelliar at the time of his death, in the hands of the said Sooharaya Modelly, as such Son & Heir & personal Represen-=tative as aforesaid, to be administered, 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 one thousand Six hundred and fifty three Pagodas and thirty two Fanams which the said Tottecala Comaraja Modelliar recovered against the said Sooharaya Modelly as such Son and Heir and personal Represen-=tative as aforesaid, for his Damages which he had sustained as well on Occasion of the Non performance of certain promises and undertakings made by the said Colatore Chengalvaraya Modelliar in his life time as aforesaid, as for his Costs and Charges by him about his suit in that behalf expended, if the said Sooharaya Modelly hath so much in his hands to be administered, and if he hath not so much thereof in his hands to be administered, then the Sum of one hundred and seventy seven Pagodas and thirteen 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 Sooharaya Modelly - and it is granted unto him returnable on the eleventh day of May next -

Writ of Fi Fa issued on the 20th April 1807 -

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 Second Term in the Year one thousand eight hundred and seven -

Madras ss Gundavady Kistnamah Naick puts in his place Robert orme his attorney against John Tulloh, William Douglas Brodie George Halyburton and Gilbert Falconer in a Plea of Debt -

Madras ss — The said John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconer put in their place James Sutherland their attorney at the Suit of the said Gundavady Kistnamah Naick in the Plea aforesaid -

Madras ss — Be it remembered that in the First Term in the Year one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Gundavady Kistnamah Naick by Robert orme his attorney and brought into the said Court then here his certain Plaint against John Tulloh, William Douglas Brodie George Halyburton and Gilbert Falconer 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

Second Term 1809

Plaintiff debt
9th
filed 9. February
1809.

Madras ss Gundavady Thistnamah Naick
by Robert Orme his Attorney complains of
John Tulloh, William Douglas Brodie George
Halyburton and Gilbert Falconar being
respectively British Subjects and as such liable
to the Jurisdiction of this Honorable Court of Pleas
that they render to him the said Gundavady
Thistnamah Naick Five thousand one hundred
and Sixty two Star Pagodas Seventy Six fanams
and Forty cash which they owe to and unjustly
detain from him - For that Whereas the
said John Tulloh, William Douglas Brodie
George Halyburton and Gilbert Falconar heretofore
to wit on the first day of July in the year
One thousand eight hundred and six at
Madras aforesaid by their certain writing
obligatory Sealed with the Seal of the said
John Tulloh William Douglas Brodie George
Halyburton and Gilbert Falconar and to the
Court now here shewn the date whereof
is the day and year aforesaid acknowledged
themselves (by the name and description of
Tulloh Brodie Halyburton and Company) to
be held and firmly bound unto the said Gundavady

Naick in the penal Sum of Three thousand one hundred and Sixty two Star Pagodas twenty six fanams and forty reash (Parcel of the said Sum of Five thousand one hundred Sixty two Star Pagodas twenty six fanams and forty reash aforedemanded) to be paid to the said Gundavady Thistnamah naick when they the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar should be thereunto afterwards requested. And Whereas also the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar afterwards to wit on the Fourteenth day of August in the said Year one thousand eight hundred and Six at Madras aforesaid by their certain other writing obligatory Sealed with the Seal of the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar and to the Court here now Shewn the date Whereof is the day and Year aforesaid Acknowledged themselves (by the name and description of Tulloh Brodie Halyburton and Company) to be held and firmly bound unto the said Gundavady Thistnamah Naick in the penal Sum of Two thousand Star Pagodas (residue of the

said Sum of Five thousand One hundred and Sixty two Star Pagodas Twenty Six Fanams and Forty cash above demanded / to be paid to the said Gundavady Thistnamah Naick when they the said John Sulloh William Douglas Brodie George Halyburton and Gilbert Falconar should be thereto afterwards requested Yet the said John Sulloh William Douglas Brodie George Halyburton and Gilbert Falconar (altho often requested to pay the same) have not nor hath either of them yet paid the said sum of Five thousand one hundred and Sixty two Star Pagodas Twenty Six Fanams and forty cash above demanded or any part thereof to the said Gundavady Thistnamah Naick But to pay the same or any part thereof to the said Gundavady Thistnamah Naick they the said John Sulloh William Douglas Brodie George Halyburton and Gilbert Falconar have and each of them hath hitherto wholly refused and still do each of them still doth refuse To the said Gundavady Thistnamah Naick his Damage of Fifty Star Pagodas and there fore he brings his Suit &c.

And now at this day that is to say on the Twenty first Day of March in this same Term the said John Sulloh William Douglas Brodie George Halyburton and Gilbert Falconar by James Sutherland

Supreme Court

Second Term 1807

Judgment Roll

Section 13th

Their Attorney come and defend the wrong and injury when &c and say that they cannot deny the said action of the said Gundavady Thistramah Naick nor but the said Several Bonds are respectively the Deeds of them the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar nor but that they are to and unjustly detain from the said Gundavady Thistramah Naick the Sum of Five thousand One hundred and Sixty two Star Pagodas in manner and form as the said Gundavady Thistramah Naick hath above in his said Plaint complained against them Therefore it is Considered that the said Gundavady Thistramah Naick do recover against the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar his said Debt and also Forty Seven Star Pagodas and thirty four Fanams for his Damages sustained as well by occasion of the detaining the said Debt as also for his Costs and Charges by him about his Suit in this behalf expended adjudged to the said Gundavady Thistramah Naick by his

Assent

Second Term 1804

absent And the said John Tullah William
Douglas Brodie George Shalybenton and
Mercy Gilbert Falconar in Mercy of —

Second Term 1807

303

Second Term 1807

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 Second Term in the Year one thousand eight hundred and seven —

Madras ss — Alexander Macleod puts in his place Robert Orme his attorney against John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconar in a Plea of Trespass on the case —

Madras ss — The said John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconar put in their place James Sutherland their attorney the Suit of the said Alexander Macleod in the Plea aforesaid —

Madras ss — Be it remembered that in the First Term in the Year one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Alexander Macleod by Robert Orme his Attorney and brought into the said Court then there his Certain Plaint against John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconer 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

Second Term 1807

305

Plaintiffs Attorney filed 9th February 1807 -

Madras ss Alexander Macleod by Robert Orme his Attorney complains of John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar being British Subjects and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar heretofore to wit on the Seventeenth Day of November in the year of our Lord One Thousand Eight hundred and Six at Madras aforesaid were indebted to the said Alexander Macleod in the Sum of three thousand Star Pagodas of the Current Money of Madras for so much money by the said Alexander Macleod before that time lent and advanced to the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar and at their special instance and request and being so indebted they the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then

and

and there faithfully promised the said Alexander Macleod to pay him the said last mentioned Sum of money when they the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar should be thereunto afterwards Requested And whereas also the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar afterwards to wit on the same Day and Year aforesaid at Madras aforesaid was indebted to the said Alexander Macleod in the further Sum of Three thousand Star Pagodas of like Current money for so much money by the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar before that time had and Received to and for the use of the said Alexander Macleod and at his special instance and request and being so indebted they the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar 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

Alexander Macleod to pay him the said last-
mentioned Sum of Money when they the said
John Tulloh William Douglas Brodie George
Halyburton and Gilbert Falconar should be there-
-unto afterwards Requested And Whereas also the
said John Tulloh William Douglas Brodie
George Halyburton and Gilbert Falconar afterwards
to wit on the same Day and year aforesaid at
Madras aforesaid accounted with the said
Alexander Macleod of and concerning divers
other Sums of money before that time due and
owing from the said John Tulloh William
Douglas Brodie George Halyburton and Gilbert
Falconar to the said Alexander Macleod and
then being in arrear and unpaid and upon
that accounting the said John Tulloh William
Douglas Brodie George Halyburton and Gilbert
Falconar were then and there found to be in
arrear and indebted to the said Alexander
Macleod in the further Sum of three thousand
Star Pagodas of like Current Money and being
so found in arrear and indebted they the said
John Tulloh William Douglas Brodie George
Halyburton and Gilbert Falconar in consideration

thereof

thereof afterwards to wit on the same Day and
year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the
said Alexander Macleod to pay him the said
last mentioned Sum of Money when they the
said John Tulloh William Douglas Brodie &
George Halyburton and Gilbert Falconar should be
thereunto afterwards requested Yet the said John
Tulloh William Douglas Brodie George Halyburton
and Gilbert Falconar 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 Alexander
Macleod in this behalf have not nor hath any
of them yet paid the said Several Sums of
Money or any of them or any part thereof &
(although so to do they the said John Tulloh &
William Douglas Brodie George Halyburton
and Gilbert Falconar were requested by the said
Alexander Macleod to wit on the same Day
and year aforesaid and often afterwards to wit
at Madras aforesaid) But the said John &
Tulloh William Douglas Brodie George

Halyburton and Gilbert Falconar to pay the same or any of them or any part thereof to the said Alexander Macleod 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 Alexander Macleod of Three thousand Star Pagodas and therefore he brings Suit &c.

Judgment by Confession in assumpsit.

And now at this day that is to say on the Twenty first day of March in this same Term the said John Tulloh William Douglas Brodie, George Halyburton and Gilbert Falconar by James Sutherland their Attorney come and defend the wrong and injury when &c and say that they cannot deny the said Action of the said Alexander Macleod, nor, but that they did undertake and promise in manner and form as the said Alexander Macleod hath above thereof complained against them, Nor, but the said Alexander Macleod hath sustained Damages by occasion of the non performance of the said several promises and undertakings to Two Thousand five hundred and Eighty Six Star Pagodas four Fanams and Seventy

Seven

seven Cash as the said Alexander Macleod hath above in his said Plaint supposed and hereupon the said Alexander Macleod prays that the Damages so acknowledged together with his Expences and Costs laid out by him about his Suit in this behalf may be adjudged to him &c.

Judgment signed for the Plaintiff the 24th day of April 1807

Therefore it is considered that the said Alexander Macleod do recover against the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar his Damages aforesaid to him so ~~in form~~ aforesaid acknowledged and also Forty eight Pagodas and Forty Fanams for his Costs and Charges by the Court now here adjudged to the said Alexander Macleod by his assent which said Damages Costs and Charges in the Whole amount to Two Thousand six hundred and thirty five Star Pagodas and Seventy Seven Cash and the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconar in Mercy &c —

R Orme Pltffs Attly

Mercy

Second Term 1807

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice - and the Honble Sir Benjamin Sullivan, 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 Seven -

Fort St. George Madras } Mandalam Paupoo Naicker puts in his place James Sutherland his Attorney against Terumerecaudoo Vencatakistnama Naicker the Brother, and Terumere = caudoo Ramasawmy Naicker the Son and Heir and personal Representatives of Terumerecadoo Mootealoo Naicker deceased in a Plea of Trespass on the Case -

Fort St. George Madras } The said Terumerecaudoo Vencatakistnama Naicker is the Brother and Terumerecaudoo Ramasawmy Naicker is the Son and Heir and personal Representatives of Terumerecadoo Mootealoo Naicker deceased put in their place Robert Orme their Attorney at the Suit of the said Mandalam Paupoo Naicker in the Plea aforesaid -

Fort St. George Madras } Be it remembered that as of the 19th day of December in the Vacation after the Fourth Term in the Year 1806 before the Supreme Court of Judicature at Madras came Mandalam Paupoo Naick by James Sutherland his Attorney and brought into the said Court then there his Certain Plaint against Terumerecaudoo Vencata = takistnama Naicker the Brother and Terumerecaudoo Ramasawmy Naicker the Son and Heir and personal Representatives of Terumerecadoo Mootealoo Naicker deceased in a Plea of Trespass on the Case and there are pledges for the prosecution to Wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Plaintiff Stamps fild 19th December 1806—

Fort St George Madras Mandalam Pangoo

Naicker by James Sutherland his Attorney

complaining of Tenvereadoo Venkatakristnama

Naicker the Brother and Tenvereadoo Bama-

sawmy Naicker the Son and Heir and personal

Representatives of Tenvereadoo Mootealoo Naicker

deceased according to the Laws and customs of

the Hindoo Natives of India and having as such

personal Representatives administered and

taken possession of the Estate and Effects which

were of the said Tenvereadoo Mootealoo Naicker

at the time of his death and the said Tenvereadoo

Venkatakristnama Naicker and Tenvereadoo

Ramasawmy Naicker being respectively Hindoo

Inhabitants of Madras and as such persons

liable to the Jurisdiction of this Honble Court—

For that Whereas the said Tenvereadoo Mootealoo

Naicker in his life time to wit on the thirteenth

day of December in the year One thousand seven

Hundred and Ninety five at Madras aforesaid

made his certain Note in Writing in the

Malabar Language according to the custom of

Such

such hindoo Natives the date whereof is the same day and year aforesaid and thereby acknowledged to have borrowed and received of the said Mandalam Pauloo Naicken the Sum of Eight Hundred and Eighty eight Star Pagodas Current Money of Madras which Sum the said Seruveradoo Mootealoo Naicken did thereby engage to repay to the said Mandalam Pauloo Naicken on or before the Tenth day of June One thousand Seven Hundred and Ninety Six with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum commencing from that Month by means whereof and according to the custom of the hindoo Natives the said Seruveradoo Mootealoo Naicken became liable to pay to the said Mandalam Pauloo Naicken the said Sum of Money in the said Note mentioned with interest according to the tenor and effect thereof And being so liable the said Seruveradoo Mootealoo Naicken in consideration thereof afterwards to wit on the same day and year first aforesaid at Madras aforesaid undertook and to the said Mandalam Pauloo Naicken then and

there

there faithfully promised to pay him the said
Sum of Money when he the said Tenneveradoo
Mootealoo Naicker should be thereto afterwards
requested - And Whereas the said Tenneveradoo
Mootealoo Naicker afterwards in his life time to wit
on the same day and year first aforesaid at Madras
aforesaid was indebted to the said Mandalam
Pauloo Naicker in other Eight Hundred and Eighty
Star Pagodas of like Current Money for so much
Money by the said Tenneveradoo Mootealoo
Naicker before that time had and received to the
use of the said Mandalam Pauloo Naicker
and being so indebted he the said Tenneveradoo
Mootealoo Naicker in consideration thereof
afterwards in his life time to wit on the same
day and Year aforesaid at Madras aforesaid
undertook and to the said Mandalam Pauloo
Naick then and there faithfully promised to
pay him the said last mentioned Sum of
Money When he the said Tenneveradoo
Mootealoo Naicker should be thereto afterwards
requested And Whereas the said Tenneve-
-radoo Mootealoo Naicker afterwards in his

life

Second Leaf 1807

life time to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Mandalam Pauloo Naicken in other Eight hundred and Eighty eight Star Pagodas of like Current Money aforesaid for so much money by the said Mandalam Pauloo Naicken before that time lent and advanced to the said Tenniveradoo Mootealoo Naicken at his special instance and request and being so indebted he the said Tenniveradoo Mootealoo Naicken in consideration thereof afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Mandalam Pauloo Naicken then and there faithfully promised to pay him the said last mentioned Sum of Money when he the said Tenniveradoo Mootealoo Naicken should be thereto afterwards requested - And Whereas also the said Tenniveradoo Mootealoo Naicken afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Mandalam Pauloo Naicken of and concerning divers other Sums of money before that time due and owing from the said Tenniveradoo

Mootealoo

Mootoatoo Naicker to the said Mandalam Pauloo
Naicker and then being in arrear and unpaid
to him and upon which account the said Je
Seruvaicadoo Mootoatoo Naicker was then and
there found in arrear and indebted to the said
Mandalam Pauloo Naicker in another large
Sum of money to wit the Sum of other Eighthundred
and Eighty eight Star Pagodas of like Current money
of Madras and being so found in arrear and indebted
he the said Seruvaicadoo Mootoatoo Naicker in Je
consideration thereof afterwards in his life time to wit
on the same day and Year aforesaid at Madras aforesaid
undertook and to the said Mandalam Pauloo Naicker
then and there faithfully promised to pay him the
said last mentioned Sum of Money when he the
said Seruvaicadoo Mootoatoo Naicker should be thereto
afterwards requested Yet the said Seruvaicadoo Je
Mootoatoo Naicker in his life time and the said
Seruvaicadoo Vencatachistnamma Naicker and Seruvai-
=cadoo Ramaswamy Naicker as such personal Je
Representatives as aforesaid since his decease not
regarding the said several promises and undertakings
so made as aforesaid but contriving and fraudulently
intending craftily and subtilly to deceive and Je
defraud the said Mandalam Pauloo Naicker in

This

this behalf have not nor hath either of them as
yet paid the said several sums of money or
any part thereof to the said Mandalam Paupoo
Naicker / all tho do to do he the said Tennevercadoo
Mootadoo Naicker in his life time and the said
Tennevercadoo Venkatakistnama Naicker and
Tennevercadoo Ramasawmy Naicker as such
personal Representatives as aforesaid were often
requested by the said Mandalam Paupoo Naicker)
but he the said Tennevercadoo Mootadoo Naicker
in his life time and the said Tennevercadoo
Venkatakistnama Naicker and Tennevercadoo Rama-
sawmy Naicker as such personal Representatives
as aforesaid since his decease have and each of
them hath wholly refused and they the said
Tennevercadoo Venkatakistnama Naicker and
Tennevercadoo Ramasawmy Naicker as such
personal Representatives as aforesaid do still refuse
to pay the same to the damage of the said
Mandalam Paupoo Naicker of Two thousand
Star Pagodas and therefore he brings suit &c.

And afterwards to wit in the First Term of the
year one thousand eight hundred and seven in the said Supreme Court
of Judicature at Madras till which term the said Tennevercadoo
Venkatakistnama

in pendance

Venkatakistnamah Naicker and Terravercadoo Ramasawmy Naicker as such
personal Representatives as aforesaid had leave to impar[illegible] to the
said Plaint and then to answer the same come as well the
said Mandalum Paupoo Naicker by his said Attorney as the said
Terravercadoo Vencatakistnamah Naicker and Terravercadoo Rama=
=sawmy Naicker by his said Attorney and the said Terravercadoo
Venkatakistnamah Naicker and Terravercadoo Ramasawmy Naicker

Plea filed 4th February 1807

defend the wrong and injury when &c. and say that
the said Mandalum Paupoo Naicker ought
not to have or Maintain his aforesaid action
thereof against them because they say that they
have fully administered all and Singular the
Goods and Chattles which were of the said
Terravercadoo Mootealoo Naicker deceased at
the time of his death and which have ever
come to or been in their hands or in the
hands of either of them to be administered
to wit at Madras aforesaid And that they
the said Terravercadoo Vencatachellum Naicker
and Terravercadoo Ramasawmy Naicker or
either of them have not now on the Day
of exhibiting the Bill of the said Mandalum
Paupoo Naicker or at any time since had
any Goods or Chattles which were of the
said

said Tenneracadoo Mootealoo Naicker at the time of his death in the hands of them the said Tenneracadoo Venkatachellum Naicker and Tenneracadoo Ramasawmy Naicker or of either of them to be administered and this they are ready to Verify Wherefore they pray Judgment if the said Mandalam Paupoo Naicker ought to have or maintain his aforesaid Action thereof against them &c.

Replication filed 10th March 1807 -

And afterwards that is to say in the Vacation after the said first Term to wit on the tenth day of March in the said Year One thousand Eight hundred and Seven came the Parties aforesaid by their Attorney aforesaid and Whereupon the said Mandalam Paupoo Naicker as to the said Plea of the said Tenneracadoo Venkatachellum Naicker and Tenneracadoo Ramasawmy Naicker by them above pleaded in bar says that he ought not by reason of any thing in that Plea alledged to be barred from having or maintaining his aforesaid Action thereof

against

against the said Tenneveradoo Venecatachistnama
Naicker and Tenneveradoo Ramasawmy
Naicker because he says that the said Tenne-
veradoo Venecatachistnama Naicker and
Tenneveradoo Ramasawmy Naicker now at
the time of exhibiting the Bill
of the said Mandalum Paupoo Naicker had
divers Goods and Chattels which were of the said
Tenneveradoo Mootealso Naicker deceased at the
time of his death in the hands of them the
said Tenneveradoo Venecatachistnama Naicker
and Tenneveradoo Ramasawmy Naicker to be
administered from which the said Mandalum
Paupoo Naicker might have been satisfied his
aforesaid damages - And this the said Mandalum
Paupoo Naicker prays may be enquired of by the
Court - &c.

And Now in this Second Term
in the year One thousand Eight hundred and
seven that is to say on the sixth day of
April until which day was given as well
to the said Mandalum Paupoo Naicker as
to the said Tenneveradoo Venecatachistnama
Naicker and Tenneveradoo Ramasawmy
Naicker

Naicken 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
Judgment for Plaintiff for 1,272 Pagodas and costs of suit
the evidence produced on both
sides say That the said Tenneercandoo
Venkatachistnama Naicken and Tenneercandoo
Ramasawmy Naicken at the time of
exhibiting the Bill of the said Mandaleum
Pauloo Naicken had divers Goods and Chattels
which were of the said Tenneercandoo Mootoodoo
Naicken at the time of his death in their hands
to be administered from which the said
Mandaleum Pauloo Naicken might have
been satisfied his aforesaid
damages. And
they also say the damages of the said Mandaleum
Pauloo Naicken on occasion of the Not
performing the several promises and under-
takings above mentioned over and above his
Costs and Charges by him about his suit in
this behalf expended to One thousand two
hundred and seventy five Pagodas and
thirteen fanams - And for those Costs and
Charges

Judgment signed for the Plaintiff the 30th Day of April 1807.

Charges to One hundred and thirty eight Pagodas and thirty two fanams – Therefore it is considered that the said Mandalaem Paupoo Naicken do recover against the said Tennivercandoo Venkata-chalapatty Naicken and Tennivercandoo Rama-=swamy Naicken as Personal Representatives as aforesaid his damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the Whole amount to Two thousand four hundred and fourteen Pagodas and one fanam to be levied of the Goods and Chattels which were of the said Tennivercandoo Mootealoo Chitty at the time of his death in the Hands of the said Tennivercandoo Venkatachal-=apatty Naicken and Tennivercandoo Ramadasamy Naicken to be administered – And the said Tenn-=ivercandoo Venkatachalapatty Naicken and Tennivercandoo Ramadasamy Naicken in Mercy &c –

Mercy

Second Term 1805

1

Supreme Court

Second Term 1807

Judgment Roll

Section 14

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Benjamin Sullivan, Knight, one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the year one Thousand eight hundred and seven —

Fort St. George Madras } Royapee Brameny puts in his place William Leigh his attorney against Pondicherry Mootoosawmy Pillay and Pummell Sookaray Modelliar Executors of the last Will and Testament of Moonea Pillay deceased in a Plea of Trespass on the Case —

Fort St. George Madras } The said Pondicherry Mootoosawmy Pillay and Pummell Sookaray Modelliar Executors of the last Will and Testament of Moonea Pillay deceased put in their place James Sutherland their attorney at the Suit of the said Royapee Brameny 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 Royapee Brameny by William Leigh his attorney and brought into the said Court then there his Certain Plaint against Pondicherry Mootoosawmy Pillay and Pummell Sookaray Modelliar Executors of the last Will and Testament of Moonea Pillay deceased — in a Plea of Trespass on the Case and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Second Term 1807

Plaint in a Sumpsit filed 15th December 1806

Fort Saint George Madras To Wit Royapa Browning by William Light his Attorney Complaining of Pondichery Maatoodawanny Pillay and Punnimall Soobayey &c Moodeliar Executors of the last Will and Testament of Moonea Pillay deceased the said Pondichery Maatoodawanny Pillay and Punnimall Soobayey Moodeliar being &c respectively Hindoo Inhabitants of Madras and as such &c without the Jurisdiction of this Honorable Court For That Whereas the said Moonea Pillay heretofore in his life time to wit on the First day of April in the Year of Christ One Thousand eight hundred and One to wit at Madras was indebted to the said Royapa Browning in the Sum of Two thousand One Hundred and Twenty Six Pagodas Twenty two Fanams and Forty Cash of lawful Current Money of Madras for divers Goods Wares and Merchandizes by the said Royapa Browning before that time Sold and delivered to the said Moonea Pillay in his life time and at his Special Instance and request and being so indebted he the said Moonea Pillay in his life time in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid &c undertook and then and there faithfully promised the said Royapa Browning to pay him the said Sum of Money when he the

Should be thereto afterwards required And
Whereas also afterwards to wit on the same day
and year last aforesaid at Madras aforesaid in
Consideration that the said Royapee Brawmin
had before that time Sold and delivered to the said
Mooned Pillay in his life time divers other Goods Wares
and Merchandizes he the said Mooned Pillay in
his life time undertook and then and there faithfully
promised the said Royapee Brawmin 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 Mooned Pillay in his life
time as aforesaid were reasonably worth when-
-ever afterwards he the said Mooned Pillay should
be thereunto requested And the said Royapee
Brawmin avers that the Goods Wares and
Merchandizes last mentioned at the time of the
sale and delivery thereof to the said Mooned
Pillay in his life time as aforesaid were reasonably
worth other Two thousand One Hundred and
Twenty Six Pagodas Twenty Two Fanams and
Forty Cash of like lawful Current Money of
Madras to wit at Madras aforesaid Whereof
the said Mooned Pillay in his life time

afterwards

afterwards to wit on the same day and year last aforesaid there had Notice And Whereas also the said Moonea Pillay in his life time & afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Royapee Branniny in the further Sum of Two thousand One hundred and Twenty Six Pagodas Twenty two Fanams and Forty Cash Lawful Current Money of Madras of Divers Horses Mares and Gildings by the said Royapee Branniny before that time Sold and delivered to the said Moonea Pillay in his life time and at his Special Instance and request and being so indebted he the said Moonea Pillay in his life time in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Royapee Branniny to pay him the said Sum of Money when he the said Moonea Pillay should be thereto afterwards requested And Whereas also afterwards to wit on the same day and Year last aforesaid at Madras

aforesaid in Consideration that the said Royapee Branniny had before that time Sold and delivered to the said Moonea Pillay in his life time divers Horses Mares and Geldings he the said Moonea Pillay in his life time undertook and then and there faithfully promnised the said Royapee Branniny to pay him so much Money as the last mentioned Horses Mares and Geldings at the time of the Sale and delivery thereof to the said Moonea Pillay in his life time as aforesaid were reasonably worth Whenever afterwards he the said Moonea Pillay should be thereunto requested. And the said Royapee Branniny avers that the said Horses Mares and Geldings last mentioned at the time of the Sale and delivery thereof to the said Moonea Pillay in his life time as aforesaid were reasonably worth other Two thousand five hundred and Six Pagodas Twenty Two Fanams and Forty Cash of like Current Money of Madras to wit at Madras aforesaid whereof the said Moonea Pillay in his life time afterwards to wit on the same day and year last aforesaid there had Notice And Whereas also afterwards

to wit on the same day and year last aforesaid
at Madras aforesaid the said Moonea Pillay
in his life time was indebted to the said Royaye
Branniny in the further Sum of Two Hundred
One hundred and Twenty Six Pagodas Twenty Two
Fanams and Forty Cash lawful Current Money
of Madras aforesaid for Work and Labour before
that time done and Performed by him the
said Royaye Branniny to and for the use of the
said Moonea Pillay in his life time at his Special
Instance and Request and being so indebted he
the said Moonea Pillay in his life time in Con-
=sideration thereof afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid undertook and then and there Faith-
=fully promised to pay the said Royaye Branniny
the said last mentioned Sum of Money when he
the said Moonea Pillay should be thereto afterwards
requested And Whereas afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid in Consideration that the said Royaye
Branniny at the like instance and request
of the said Moonea Pillay in his life time
had done and performed other Work and Labour

in and about the business of the said Moonea
Pillay he the said Moonea Pillay in his life time
undertook and then and there faithfully
promised the said Royapee Branniny to pay
him so much Money as he then shou reasonably
deserved to have when he the said Moonea
Pillay should be thereto afterwards requested
and the said Royapee Branniny avers that he
therefore reasonably deserved to have of and from
the said Moonea Pillay the further Sum of
Two Thousand One hundred and Twenty Six
Pagodas Twenty two Fanams and Forty Cash
of like lawful current money of Madras
aforesaid to wit at Madras aforesaid Whereby
the said Moonea Pillay in his life time to
wit on the same day and year last aforesaid
then and there had Notice And Whereas
the said Moonea Pillay in his life time
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was
indebted to the said Royapee Branniny in
the further Sum of Two Thousand One hundred

and

and Twenty Six Pagodas Twenty two Fanams
and forty Cash lawful current money of Madras
for money by the said Royapee Branniny before
that time lent and advanced to the said Moonea
Pillay in his life time and at his Special re-
instance and request and being so indebted he
the said Moonea Pillay in his life time in
consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
undertook and then and there Faithfully promised
the said Royapee Branniny to pay him the
said last mentioned Sum of money When he
the said Moonea Pillay should be thereto
afterwards requested And whereas the said
Moonea Pillay in his life time afterwards to
wit on the same day and year last aforesaid
at Madras aforesaid was indebted to the said
Royapee Branniny in the further Sum of Two
Thousand One Hundred and Twenty Six Pagodas
Twenty two Fanams and forty Cash of like
Lawful current money of Madras, for money
by the said Royapee Branniny before that time

laid out expended and paid for the said Moonea
Pillay in his life time and at his like Special
instance and request And being so indebted he the
said Moonea Pillay in consideration thereof
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid, undertook and
then and there faithfully promised the said
Royapee Brauniny to pay him the said last
mentioned Sum of money when he the said
Moonea Pillay should be thereto afterwards requested.
And whereas also the said Moonea Pillay
in his life time afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
was indebted to the said Royapee Brauniny in the
further Sum of Two Thousand one hundred and
Twenty Six Pagodas Twenty two fanams and
forty Cash of like lawful current money of Madras
for money by the said Moonea Pillay in his life
time before that time had and received to the use
of the said Royapee Brauniny And being so
indebted he the said Moonea Pillay in his life
time in consideration thereof afterwards to wit
on the same day and year last aforesaid at

Madras aforesaid undertook and then and there faithfully promised the said Royapee Branniny to pay him the said last mentioned Sum of money when he the said Moonea Pillay should be thereto afterwards requested And Whereas also the said Moonea Pillay in his life time & afterwards to wit on the same day and year last aforesaid to wit at Madras aforesaid Accounted & with the said Royapee Branniny of and concerning divers other Sums of money before that time due and owing from the said Moonea Pillay in his life time to the said Royapee Branniny and then in arrear and unpaid upon which said Account the said Moonea Pillay in his life time & then and there found in arrear and indebted to the said Royapee Branniny in the further Sum of Two Thousand One hundred and Twenty Six Pagodas Twenty two Fanams and forty Cash of like current money of Madras aforesaid and being so indebted he the said Moonea Pillay in his life time in consideration thereof afterwards to wit on the same day and year last aforesaid undertook and then and there faithfully promised to pay the said Royapee Branniny the said last mentioned Sum of Money when he the

said Moonea Pillay should be thereto afterwards
requested Yet the said Moonea Pillay in his life
time and the said Pondicherry Mootoosawmy
Pillay and Pummelle Soobayay Moodeliar &
Executors aforesaid after the death of the said
Moonea Pillay not regarding the said Several
premises so made by the said Moonea Pillay in
his life time as aforesaid but Contriving and
fraudulently intending Craftily and Subtilly to
deceive and defraud the said Royagee Brauminy
have not nor either of them yet paid the said
Several Sums of Money or any part thereof although
the said Moonea Pillay in his life time after-
wards to wit on the same day and year last
aforesaid and the said Pondicherry Mootoosawmy
Pillay and Pummelle Soobayay Moodeliar
Executors as aforesaid after his death to wit
on the First day of September in the Year One
Thousand eight hundred and Six were Severally
requested to pay the same to the said Royagee
Brauminy to wit at Madras aforesaid but to do
this the said Moonea Pillay in his life time
and the said Pondicherry Mootoosawmy Pillay

and

and Pummell Soobaroy Moodelliar Executors as aforesaid after his death have and each of them hath wholly refused and the said Pondicherry Mootoo Sawmy Pillay and Pummell Soobaroy Moodelliar Executors as aforesaid Still do refuse so to do and the same Warrants Wholly due and unpaid to the said Royapee Brahmin and to the Damage of the said Royapee Brahmin of Two thousand One hundred and Seventy six Pagodas Twenty two Fanams and Sixty Cash and therefore he brings his Suit &c

Imparlance

And afterwards to wit in the First Term in the year one thousand eight hundred and seven in the said Supreme Court of Judicature at Madras till which Term the said Pondicherry aforesaid had Leave to imparle to the said Plaint and then to answer the same come as well the said Royapee Brahmin by his said Attorney, as the said Pondicherry Mootoo Sawmy Pillay and Pummell Soobaroy Moodelliar by their said Attorney - and the said Pondicherry Mootoo sawmy pillay and Pummell Soobaroy moodelliar defend the wrong and injury when &c and say that the said Mootoo sawmy pillay in his life time did not undertake and promise in manner and form as the said Royapee Brahmin hath above thereof complained against them and of this they put themselves upon the Court &c

Plea filed 20th February 1807 -

Issue Joined

The said Royajee Brauniny doth the like —

And now in this Second Term in the Year of our Lord One thousand eight hundred and seven that is to say on the Sixth day of April until which day was given as well to the said Royajee Brauniny as to the said Punnuel Soobaroy Moodelly and Pondicherry Mootoosawmy Pillay to inform the Court of the premises came the said Punnuel Soobaroy Moodelly and Pondicherry Mootoosawmy Pillay by their Attorney aforesaid and the said Royajee Brauniny altho Solemnly demanded came not. And it appearing to the Court here that the said Royajee Brauniny hath neglected to bring the issue joined on to be tried according to the course and practice of the said Court — Therefore according to the form of the Statute in such case made and provided it is considered that the said Royajee Brauniny take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c. And that the said Punnuel Soobaroy Moodelly and Pondicherry Mootoosawmy Pillay go thereof without day &c. And it is further considered by the said Court here that the said Punnuel Soobaroy

Judgment for Defendant

Judgment Signed for the Defendant the 30th April 1807

Soobarey Moodelly and Pondicherry Mootoosawmy
Pillay do recover against the said Boyaye &
Braminy Ninety four Pagodas and Eighteen
Fanams for their Costs and Charges by them
laid out about their defence in this behalf by
the said Court have adjudged to the said &
Pummel Soobarey Moodelly and Pondicherry
Mootoosawmy Pillay and with their Assent &
according to the Form of the Statute in such
case made and provided And that the said
Pummel Soobarey Moodelly and Pondicherry
Caution Mootoosawmy Pillay have Execution thereof &c.

And Thereupon the said Pummel Soobarey
Moodelly and Pondicherry Mootoosawmy Pillay as Such Executors
as aforesaid by James Sutherland their Attorney pray the
Writ of our Lord the King of Capias ad Satisfaciendum
to be directed to the Sheriff of Madras Commanding him
to take the Body of the said Boyaye Braminy to Satisfy
the said Pummel Soobaray Moodelly and Pondicherry Moo-
= sawmy Pillay the Sum of Ninety four Pagodas and Eighteen
Fanams adjudged to the said Pummel Soobaray Moodelly
and Pondicherry Mootoosawmy Pillay for their Costs and
Charges by them, said ons about their defence ab

Writ of Ca. Sa. issued against the Plaintiff for Costs, on the 30th day of April 1807 –

the Suit of the said Royaque Braminy – and it is granted unto them, returnable here on the thirtieth day of May

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and 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 seven -

Fort St. George Madras } Mily Tanecawala Moodelliar puts in his place James Sutherland his Attorney against Coottam Cauckum Moorkeappan in a Plea of Trespass on the Case -

Fort St. George Madras } The said Coottam Cauckum Moorkeappan in his person at the suit of the said Mily Tanecawala Moodelliar in the Plea aforesaid -

Fort St. George Madras } Be it remembered that of the Twenty eighth day of June 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 Mily Tanecawala Moodelliar by James Sutherland his Attorney and brought into the said Court then here his certain Plaint against Coottom Cauckum Moorkeappan in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe & Richard Roe which said Plaint follows in these words that is to say

Plaintiff's Complaint filed 28. June 1805

Fort St George Madras. Mily Tanecanaula Moodeliar complains of Coottambaukum Mooteappan being an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court For that Whereas the said Coottambaukum Mooteappan heretofore to wit on the Sixteenth day of March in the Year of Christ One thousand Seven hundred and Ninety three by his certain Note in writing in the Malabar Language made According to the Custom of such Hindoo Natives of India the tenor whereof is the same day and Year aforesaid acknowledged to have borrowed and received of the said Mily Tanecanaula Moodeliar the Sum of Four Hundred Star Pagodas Current money of Madras which said Sum the said Coottambaukum Mooteappan did thereby engage to repay to the said Mily Tanecanaula Moodeliar on or before the Tenth day of July in the said Year one thousand Seven hundred and Ninety three with all such Interest as should or might become due thereon at the rate of twelve per cent

Per

Second Term 1809

per annum by means whereof and by force of the laws and Customs of such Heathen & Natives of India the said Coottambaukum Mooteappan became liable to pay to the said Mily Tanecamsala Modeliar the said Sum of Money in the said Note Mentioned with Interest as aforesaid according to the tenor and Effect of the said Note and being so liable the said Coottambaukum Mooteappan in consideration thereof afterwards to wit on the same day and Year first above mentioned at Madras aforesaid undertook and to the said Mily Tanecamsala Modeliar then and there faithfully promised to pay him the said Sum of Money in the said Note Mentioned with interest as aforesaid according to the tenor and effect thereof. and Whereas the said Coottambaukum Mooteappan afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Mily Tanecamsala Modeliar in other One Thousand and Five Hundred Star Pagodas Current money aforesaid for so much Money by

the said Mily Tamcamsala Moodeliar before &c
that time lent and Advanced to the said Coottam=
bauknum Moortearpan at his Special instance
and request and being so indebted he the said
Coottambauknum Moortearpan in Consideras=
=tion thereof afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid
undertook and to the said Mily Tamcamsala
Moodeliar then and there faithfully promised
to pay him the said last Mentioned Sum of
Money when he the said Coottambauknum=
Moorteappan should be thereto afterwards &c
Requested - And Whereas also the said Coottam=
bauknum Moorteappan afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid was indebted to the said Mily Tam=
=camsala Moodeliar in other one thousand and
Five hundred Star Pagodas Current Money
aforesaid for so much Money by the said
Coottambauknum Moorteappan before that time
Paid and Received to the use of the said Mily
Tamcamsala Moodeliar and being so indebted

He

he the said Coottaumbaukum Moortaspan in
Consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras afore-
-said undertook and to the said Mily Tamecumsala
Moodeliar then and there faithfully promised to
pay him the said last Mentioned Sum of
Money when he the said Coottaumbaukum Moorte-
-aspan should be thereto afterwards requested And
Whereas also the said Coottaumbaukum Moortasp-
-pan afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid accounted with
the said Mily Tamecumsala Moodeliar of and
concerning divers other Sums of Money before that
time due and owing from the said Coottaum-
-baukum Moortaspan to the said Mily Tamecum-
-sala Moodeliar and then being arrear and unpaid
to him and upon which said the said Coottaum-
-baukum Moortaspan was then and there found
in arrear and indebted to the said Mily Tamecumsala
Moodeliar in a large Sum of Money to wit in other
Sum of One thousand and Five Hundred Star Pagodas
Current Money aforesaid and being so found in

arrear

arrear and indebted he the said Coottambankum Moodeatspan in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Mily Tancawsala Moodeliar there and there faithfully promised to pay him the said last mentioned Sum of Money whenever he should be thereto afterwards requested - Yet the said Coottambankum Moonteaspan not regarding his said Several promises and undertakings so by him made as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Mily Tancawsala Moodeliar 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 Mily Tancawsala Moodeliar although often requested so to do, but he the said Coottambankum Moonteaspan and to pay the same or any part thereof hath hitherto wholly refused and still doth refuse to the damage of the said Mily Tancawsala Moodeliar of One thousand and Five Hundred Star Pagodas and therefore he brings Suit &c

And now in this First Term in the year of our Lord one thousand Eight Hundred

and seven that is to say that on the Fourth day of
February until which day was given as well
to the said Nilg Tancawsala Modellian as to the
said Coottambachchy Mootetappah to inform
the Court of the premises comes the said Nilg
Tancawsala Modellian by his Attorney aforesaid
And the said Coottambachchy Mootetappah
altho solemnly demanded came not but makes
default And the Justices having heard the
Allegations of the party Plaintiff and examined
the truth thereof and duly considered the Evidence
produced on the part of the said Plaintiff say
that the said Coottambachchy Mootetappah
did undertake and promise in manner and
form as the said Nilg Tancawsala Modellian
both above thereof complained against him
And they assess the damages of the said Nilg
Tancawsala Modellian on occasion of the not
performing the promises and undertakings
above mentioned over and above his costs
and charges to Eight hundred and sixteen
Pagodas and three Fanams And for those
Costs and Charges to One hundred and twenty

Said Ekparke

Judgment for the Plaintiff on a Verdict in assumpsit

Judgment signed for the Plaintiff the 30th day of April 1807 –

Execution

Writ of Ca. ad Sa. issued on the 7th day of May 1807

one Pagodas and twenty one Fanams Therefore it is Considered that the said Mily Tamecamsala Modelliar do recover against the said Coottam-bauckum Moorteappen his said damages Costs & and Charges aforesaid assessed which said damages Costs and Charges in the whole amount to Nine Hundred and thirty seven Pagodas and twenty four Fanams. And that the said Mily Tamecamsala have Execution &c.

And hereupon the said Mily Tamecamsala Modelliar by James Sutherland his attorney prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras commanding him to take the Body of the said Coottambauckum Moorteappen of Nine Hundred and thirty seven Pagodas and twenty four Fanams which the said Mily Tamecamsala Modelliar recovered against the said Coottambauckum Moorteappen for damages sustained as well by Occasion of the not performing certain premises and Undertakings of the said Coottambauckum Moorteappen to the said Mily Tamecamsala Modelliar as for his Costs and Charges by him about his suit in that behalf Expended, And it is granted unto him returnable hereon the Seventh day of May Next –

Second Term 1809

1809

Supreme Court

Judgment Roll

Second Term

vs

Section 15

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 Second Term in the Year one thousand eight hundred and seven —

Fort Saint George Madras } Gilbert Falconer puts in his place James Sutherland his attorney against John Tulloh, William Douglas Bradie and George Halyburton in a Plea of Debt —

Fort Saint George Madras } The said John Tulloh, William Douglas Bradie and George Halyburton put in their place James Disney their Attorney at the Suit of the said Gilbert Falconer in the Plea aforesaid —

Fort St. George Madras } Be it remembered that on the Twelfth day of May in the Vacation after the second Term one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Gilbert Falconer by James Sutherland his attorney and brought into the said Court then here his certain Plaint against John Tulloh, William Douglas Bradie and George Halyburton in a Plea of Debt and there are Pledges to prosecute to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Second Term 1809

Plaintiffs Debt
filed 12th May 1809

Fort Saint George Madras. Gilbert Falconer by James Sutherland his Attorney complaining of John Talbot, William Douglas Brodie and George Halyburton being British Subjects and as such persons liable to the Jurisdiction of this Honorable Court of a Plea that they render to the said Gilbert one Hundred Thousand Pagodas current money of Madras which they owe to and unjustly detain from him For that Whereas the said John, William Douglas and George heretofore to wit on the Eighth day of May in the Year One Thousand Eight hundred and Seven at Madras aforesaid by their certain writing obligatory sealed with the Seals of them the said John, William Douglas, and George whereof is the same day and Year aforesaid acknowledged themselves to be held and firmly bound unto Gilbert (by the name and addition of Gilbert Falconer also of Madras Merchant in the Sum of one Hundred thousand Pagodas to be paid to the said Gilbert when they the said

No 39

said John William Douglas and George ought
should be thereto afterwards required Yet the
said John William Douglas and George altho
often requested have not nor hath either of them
yet paid the said Sum of one Hundred
Thousand Pagodas or any part thereof to the
said Gilbert but to pay the same or any part
thereof they the said John William Douglas
and George have Wholly refused and still do
refuse to the damage of the said Gilbert of
Five hundred Pagodas and therefore he
brings Suit &c.

Judgment by confession to Jaames Disney Attorney for the Defendants under a Warrant of Attorney.

And the said John William
Douglas and George by Jaames Disney their
Attorney came and defend the wrong and
injury when &c. and the said Gilbert prays
that the said John William Douglas and
George may answer to his said Declaration
whereupon the said Attorney of the said John
William Douglas and George says that he is
not informed by the said John William
Douglas and George of any answer to be given
for the said John William Douglas and George

in

in the premises now doth he say any thing in
bar or preclusion of the said action of the said
Gilbert by which the said Gilbert remains yet
therein undefended against the said John &
William Douglas and George Therefore it is &
Considered that the said Gilbert recover against
the said John William Douglas and George his
said debt And the said John William Douglas
and George in Mercy &c

Judgment signed
for the Plaintiff
12th May 1807.

Mercy

Second Term 1807

353

Second Term 1807

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 Second Term in the Year one thousand eight hundred and seven —

Fort Saint George Madras — } Teruvangada Moodelliar puts in his place Fawnes Disney his attorney against Canagaray Moodelliar only son and personal representative of Vinedspan deceased in a Plea of Trespass on the Case —

Fort Saint George Madras — } The said Canagaray Moodelliar as such only son and personal Representative as aforesaid puts in his place William Leighs his attorney at the Suit of the said Teruvangada Moodelliar 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 seven — before the Supreme Court of Judicature at Madras came Teruvangada Moodelliar by Fawnes Disney his attorney and brought into the said Court then there his certain Plaint against Canagaray Moodelliar only son and personal Representative of Vinedspan deceased in a Plea of Trespass on the Case and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

No

Plaintiff a Sumpeis filed 21st April 1807.

Fort Saint George Madras ss Tenuvangada Moodel-liar of Madras Inhabitant by Fownes Disney his Attorney Complains of Canagarey Moodelliar only Son and Personal Representative of Nineaspan deceased according to the laws and Customs of the Hindoo Natives of India, being an Hindoo Inhabi-tant of Madras and as such a Person subject to the Jurisdiction of this Honble Court For that Whereas the Said Nineaspan in his life time to wit on the Fourth day of March in the year one thousand eight hundred and Six at Madras aforesaid made his Certain Note in writing in the Malabar Language according to the laws and Customs of such Hindoo Natives of India his own proper hand being thereunto Set and Subscribed bearing date the same day and Year aforesaid and then and there delivered the Said Note to the said Tenuvangada Moodelliar by which Said Note the Said Nineaspan Acknowledged to have Borrowed and Received of the Said Tenuvangada Moodelliar the Sum of three thousand and Seven hundred Star Pagodas Current Money of Madras which Sum he the Said Nineaspan did thereby engage to repay to the Said Tenuvangada Moodelliar on or before the Thirtieth day of March in the year one thousand eight

Note

Second Term 1807

eight hundred and Seven with all such interest as
Should or might become due thereon at the Rate
of Ten per Cent per Annum By reason whereof
and According to the Laws and Customs of such
Hindoo Natives of India he the said Nineapspan
then and there became liable to pay to the said
Tennengada Moodelliar the said Sum of Money
in the said Note Contained according to the tenor
and effect of the said Note And being Soliable he
the said Nineapspan in his life time in Consideration
thereof afterwards to wit on the Same day and Year
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Tennengada
Moodelly to pay him the said Sum of Money in the
said Note Contained According to the tenor and effect
of the said Note. And Whereas also the said
Nineapspan in his life time afterwards to wit on
the Same day and year aforesaid at Madras aforesaid
was indebted to the said Tennengada Moodelliar in
other Five Thousand Star Pagodas Current Money of
Madras aforesaid for so much money before that time
Cut and Advanced to the said Nineapspan in his
life time and at his Special instance and Request
And being so indebted he the said Nineapspan

him

in his life time in consideration thereof, & afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tervvangada Moodelliar to pay him the aforementioned Sum of Money when he should be thereunto afterwards Requested. And Whereas also the said Nineappan in his life time & afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Tervvangada Moodelliar in other Five Thousand Star Pagodas Current Money of Madras aforesaid for so much Money by the said Nineappan in his life time before that time had and Received to and for the use of the said Tervvangada Moodelliar and being so indebted he the said Nineappan in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tervvangada Moodelliar to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards Requested And whereas also the said Nineappan in his life time afterwards to wit on the day & year last Mentioned

mentioned at Madras aforesaid accounted with the said Tennuangada Moodelliar of and concerning divers Sums of Money from the said Ninaspan to the said Tennuangada Moodelliar before that time due and owing and then and there unpaid and upon that Account the said Ninaspan was then and there found in Arrear and indebted to the said Tennuangada Moodelliar in other Sums of Five thousand Star Pagodas And being so found in Arrears said indebted he the said Ninaspan in his life time in Consideration thereof afterwards to wit on the day and year last mentioned at Madras aforesaid undertook and then and there faithfully promised the said Tennuangada Moodelliar to pay him the said last mentioned Sum of Money when he should be thereunto afterwards Requested Yet the said Ninaspan in his life time and the said Canagavy Moodelliar Son and personal Representative as aforesaid since his decease not regarding the said several promises and undertakings aforesaid made but contriving and fraudulently intending Craftily and Subtilely to deceive and Defraud the said Tennuangada Moodelliar

No 40 &c

in this Respect hath not yet paid the said Several Sums of Money or any part thereof to the said Tennuwangada Moodelliar altho often Requested So to do, but to pay the Same or any part thereof the said Nineappan in his life time and the said Canagaroy Moodelliar Son and Personal Representative as aforesaid or Since his decease hath Wholly Refused and Still doth Refuse So to do, to the Damage of the said Tennuwangada Moodelliar of Seven thousand Star Pagodas and therefore he brings his Suit and &c So forth —

And the said Canagaroy Moodelliar by Williams Light his Attorney comes and defends the wrong and injury When &c. and says that he cannot deny the action of the said Tennuwangada Moodelliar nor but that the said Nineappan in his life time did undertake and promise in manner and form as the said Tennuwangada Moodelliar hath above in that behalf alledged, nor but the said Tennuwangada Moodelliar hath Sustained damages on account of the not performing of the said Several promises and undertakings in

Judgment by Cognovit in Assumpsit

the

Jacd Dean 1807

the said Declaration mentioned, to Four thousand one hundred and thirty five pagodas and 30 thirty four Fanams as by the said Declaration is above Suppposed. And hereupon the said Tennuangada Moodelliar prays Judgment and his damages do acknowledge, together with his costs and charges by him about his Suit in this behalf expended to be adjudged to him &c. Wherefore it is considered that the said Tennuangada Moodelliar do Recover against the said Ennagaroy Moodelliar as such personal Representative as aforesaid, his damages, his damages aforesaid to Four thousand one hundred and thirty five pagodas and thirty four fanams in form aforesaid acknowledged, and also the Sum of Sixty five pagodas and two fanams for his said costs and Charges by the Court now here adjudged to the said Tennuangada Moodelliar and with his assent, which said damages costs and charges in the Whole amount to the Sum of Four thousand and two hundred pagodas and thirty six fanams to be levied of the Goods and Chattels which were of the said Nenierspan at the time of his death in

Judgment signed for the Plaintiff the 13th day of May 1809

the

Secondly Term 1807 361

the hands of the said Canagaroy Moodelliar as ...
such Personal Representative as aforesaid to be
administered, if he hath so much thereof in his
hands to be administered and if he hath not so much
thereof in his hands to be administered, then the Sum
of Sixty five Pagodas and two Fanams of Parcel of
the damages aforesaid being for the costs and
Charges aforesaid to be levied of the proper Goods ...
and Chattels of the said Canagaroy Moodelliar.
And the said Canagaroy Moodelliar in Mercy &c

And thereupon the said Tereuangada Moodelliar
by Townes Disney his attorney prays the Writ 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 which were of the said Kireappan at the time
of his death in the hands of the said Canagaray Moodelliar as such
personal Representative as aforesaid, to be administered, 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 Four thousand and two hundred Pagodas
and thirty six Fanams, which the said Tereuangada Moodelliar
recovered against the said Canagaroy Moodelliar as such personal
Representative as aforesaid for his damages, which he had
sustained, as well on occasion of the not performing of the said
several Promises and Undertakings in the said declaration mentioned,

a

Decr Term 1807

as for his Costs and Charges by him about his suit in that behalf expended, if he hath so much thereof in his hands to be Administered, and if he hath not so much thereof in his hands to be Administered, then the Sum of Sixty five Pagodas and two 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 Canagaray Maadelliar

Writ of Fi: Fa: issued against the Defendant on the 13th August 1806

and it is granted unto him returnable here on the 13th day of June Next—

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — The Honble Sir Henry Guillem, Knight, and the Honble Sir Benjamin Sullivan Knight His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and seven —

Fort Saint George, Madras — } John Doe on the demise of Mostyn Jennalls Lloyd his attorney against Richard Roe in a Plea of Trespass and Ejectment —

Fort St.^t George, Madras — } the said Richard Roe in his proper person at the Suit of the said John Doe in the Plea aforesaid —

Fort St.^t George, Madras — } 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 John Doe by William Light his attorney and brought into the said Court then there his certain Plaint against Richard Roe 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.^t George

364 Second Term 1807

Plaint in Ejectment } Fort Saint George Madras. John Doe by William
filed March 18th 1806 } Light his Attorney Complains of Richard Roe
an Inhabitant of Madras and liable to the Jurisdiction of this Honorable Court For that
Whereas one Mottat Unniah of Madras heretofore
to Wit on the first day of March in the year of
Christ one thousand Eight hundred and six and
in the forty Sixth year of the reign of our Sovereign
Lord the now King to Wit at Madras had demised
granted and to farm let to the said John Doe
ten Messuages, ten dwelling houses ten Shops,
ten Outhouses, ten Stables, ten Godowns, ten
Bengalows five Gardens and Two hundred
Cawnies of Land with the Appurtenances thereun-
unto belonging Situate lying and being at Chandatry
Petta within the limits of Madras to have and
to hold the said Tenements with the Appurtenances
to the said John Doe and his assigns from the
said first day of March in the year aforesaid
for and during and until the full end and
term of Ten years from thence next ensuing
and fully to be compleate and ended by virtue of
which said Demise the said John Doe entered
into

No 41

into the said premises last aforesaid with the appurtenances and was possessed thereof until the said Richard Roe afterwards to wit on the third day of the said Month of March in the year aforesaid with force and arms &c entered into the premises last aforesaid with the appurtenances which the said Moottal Vinnnah demised to the said John Doe in manner aforesaid for the term aforesaid which is not yet expired and ejected the said John Doe out of his said farm and other injuried to him then and there did against the peace of our Lord the now King and to the damage of the said John Doe of One Thousand Star Pagodas and therefore he brings his Suit &c

And now in the Third Term in the year of Our Lord One thousand eight hundred and Six that is to say on the Second day of August until which day was given the said Richard Roe to answer the said Plaintiff and then and there to answer the same come as well the said John Doe by his Attorney aforesaid as the said Richard Roe in his proper person and the said Richard Roe defends the force and injury

Judgment against the Casual Ejector-

injury When &c and Says nothing in Bar or Preclusion of the said Action of the said John Doe wherefby the said John Doe remaining Is thereof undefended against the said Richard Roe Therefore it is considered that the said John Doe recover against the said Richard Roe his said Term yet to come of and in the premises aforesaid with the appurtenances and also his Damages sustained by reason of the trespass and ejectment aforesaid and thereupon the said John Doe freely here in Court remits to the said Richard Roe all sorts Damages Costs and Charges as might or ought to be adjudged to him the said John Doe by reason of the Trespass and Ejectment aforesaid Therefore let the said Richard Roe be acquitted of these Damages Costs and Charges &c — And thereupon the said John Doe prays the writ of our Lord the King to be directed to the Sheriff of Madras to cause him to have possession of his said Term yet to come of and in the premises aforesaid with the appurtenances and it is granted to him. Returnable here on the 28th instant —

Judgment signed for the Lessee of the Plaintiff the 15th day of May 1807

Writ of Possession issued 15th May 1807

Second Term 1807

367

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the Years of our Lord one Thousand eight Hundred and Seven -

Fort St. George Madras } John Duirsdell puts in his place James Sutherland his attorney against Canoa in a Plea of Debt -

Fort St. George Madras } The said Canoa in his own proper person at the Suit of the said John Duirsdell in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the Second Term in the Year of our Lord one Thousand eight Hundred and seven - Before the Supreme Court of Judicature at Madras came John Duirsdell by James Sutherland his Attorney and brought into the said Court then there his Certain Plaint against Canoa in a Plea of debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit -

Fort St. George

Second Term 1809

369

Plaintiff's debt filed 21st March 1809

Fort St George Madras. John Duivstedt by James Sutherland his Attorney complains of Canoa being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court of a Plea that he render to the said John One Hundred and Sixty Star Pagodas Current money of Madras which he the said Canoa owes to and unjustly detains from him. For that Whereas the said Canoa heretofore to wit on the Twenty Second day of April 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 him the said Canoa and to the Court here now shewn the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound to the said John Duivstedt (by the Name and addition of John Duivstedt of the same place) in the Sum of One Hundred and Sixty Star Pagodas to be paid to the said John when he the said Canoa should be thereto afterwards requested. Yet the said Canoa (although often requested) hath not paid the

Second Term 1809

the said Sum of One Hundred and Sixty Star Pagodas or any part thereof to the said John but to pay the same or any part thereof to the said John he the said Canoa hath wholly refused and still doth refuse to the damage of the said John of One Hundred Star Pagodas and therefore he brings Suit &c.

And the said Canoa 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 John nor but that the said Writing Obligatory is the Deed of him the said Canoa, nor but that he owes to the said John the said sum of One Hundred and Sixty Pagodas above demanded in manner and form as the said John hath above thereof complained against him. Therefore it is considered that the said John do recover against the said Canoa his said debt and also Thirty Seven Pagodas and Twenty six 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 &c.

Judgment by Confession in Debt.

Judgment signed for the Plaintiff the 22d day of May 1809

Prosecuted

No 42

expended by the Court Here adjudged to the said
Joled and with his Assent. And the said
Mercy Canoa in Mercy &c

And Thereupon the said John 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 Lands,
Debts and other Effects, Real and Personal of
Canoa 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 Hundred
and Sixty Pagodas for Debt, which the said John recovered
against the said Canoa - and also Thirty seven Pagodas
and Twenty five Fanams adjudged to the said John for
his damages which he hath sustained, as well on
occasion of the detaining the said Debt, as for his Cost
and Charges by him about his Suit, in that behalf
Writs of Fi. Fa. issued and Expended - and it is granted unto him returnable
against the Defend.t on the 22.d May 1807 here on the Twenty second day of June next -

372

Lecon Lent 1807

16

1805

Supreme Court

Judgment Roll

Second Term

Section 16

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 Second Term in the Year one thousand eight hundred and seven —

Madras to wit Archibald Mc Donald puts in his place Daniel Neale his Attorney against Henry Crompton in a Plea of Trespass on the Case —

Madras to wit — James Dickenson Crompton (sued by the Name of Henry Crompton) puts in his place William Light his Attorney at the Suit of the said Archibald Mc Donald in the Plea aforesaid —

Madras to wit — Be it Remembered that in the Fourth Term in the Year of our Lord one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Archibald Mc Donald by Daniel Neale his Attorney and brought into the said Court then here his certain Plaint against James Dickenson Crompton (sued by the Name of Henry Crompton) in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

374

Second Term 1807

Plaintiff assumpsit Madras to wit. } Archibald Mc Donald by
filed 29th September Daniel Peake his Attorney Complains of Henry
1806. Crompton being a British Subject and as such
a Person Subject to the Jurisdiction of this Honorable
Court of a Plea of Trespass on the Case For that
Whereas the said Henry Crompton heretofore to
wit on the first day of June in the year of Our
Lord One thousand Eight hundred and four
at Madras according to the Custom of Merchants
made and drew his certain Bill of Exchange in
Writing bearing date the same day and Year
aforesaid upon One James Crompton Esquire
Solicitor No. 22 Red Lion Square London and
thereby required him the said James Crompton
at Sight of that his first Bill of Exchange or
Second and other of same tenor and date not
being paid to pay to the said Archibald (by the
Name and description of Mr. Archibald Mc Donald
of Madras Merchant) or Order the Sum of
One hundred pounds Sterling for Value Received
and place the same to Account as per advice
from him the said Henry Crompton and then
and there delivered the said Bill to the said
Archibald and the said Archibald (to whom or

to

No 43

to whose Order the payment of the said Sum of
Money in the said Bill of Exchange Mentione
was by the said Bill to be made) afterwards a
and before the payment of the said Sum of
money Mentioned in the said Bill of Exchange
to wit on the same day and Year aforesaid at
Madras aforesaid Indorsed the said Bill of
Exchange his own proper hand being to such
Indorsement Subscribed According to the said
Custom of Merchants and by that Indorsement the
said Archibald assigned the contents of the said
Bill to be paid to One Mary McDonald or to
H. Blackburn Esquire as being the Attorney of
the said Archibald in London and the said
Archibald then and there delivered the said Bill
of Exchange so indorsed to the said Henry Black-
burn and the said Archibald doth aver that
afterwards to wit on the Ninth day of July in the
Year of our Lord One thousand Eight hundred and
five due and diligent Inquiry was made after the
said James Crompton on whom the said Bill
was so drawn as aforesaid with intent to shew
and present the said Bill to him for payment
thereof According to the tenor and effect of the said

Bill

Second Term 1807

Bill and the said Endorsement so thereon made
as aforesaid but the said Archibald in fact
further saith that the said James Crompton
was not upon such Inquiry or at any other time
to be found nor did he then or at any other time
pay the said Sum of Money in the said
Bill specified or any part thereof but thereinn &c
wholly failed and made default wherefupon
the said Henry Blackburn in due Manner &c
and Form and According to the Custom of
Merchants in that respect used at London &c
aforesaid to wit at Madras aforesaid caused the
said Bill to be Protested for Non payment thereof
and returned the said Bill to the said Archibald
and called upon him for payment of the
Money therein specified Whereof and of all &c
which said Several Premises the said Henry
Crompton afterwards to wit on the Nineteenth
day of April in the Year of our Lord One thousand
Eight hundred and Six at Madras aforesaid had
Notice Whereby and by Reason of Which said Several
Premises and by force of the said Custom and by
the Law of Merchants the said Archibald afterwards
to wit on the day and Year last aforesaid at Madras
aforesaid

aforesaid was forced and obliged to pay and did pay
to the said Henry Blackburn the said Sum of
One hundred pounds Sterling in the said Bill
Specified Whereof the said Henry Crompton then and
there that is to say on the day and Year last afore=
=said at Madras aforesaid had Notice By means of
which said Several Premises and by the force of
the said Custom and the Law of Merchants the said
Henry Crompton became liable to pay to the said
Archibald the said Sum of One hundred Pounds
Sterling in the said Bill Specified when he the
said Henry Crompton should be thereto after=
=wards requested and being so liable he the said
Henry Crompton in consideration thereof after=
=wards to wit on the same day and Year last afore=
=said at Madras aforesaid undertook and then and
there faithfully promised the said Archibald
to pay him the said Sum of One hundred Pounds
Sterling in the said Bill specified when he the
said Henry Crompton should be thereto after=
=wards requested with this that the said
Archibald will verify that the Second and third
of the same tenor and date in the said Bill of
Exchange mentioned are not yet paid And Whereas
the

No 43

Second Term 1807

the said Henry Crompston afterwards to wit on
the first day of July in the Year of our Lord
One thousand Eight hundred and Six at
Madras aforesaid was indebted to the said
Archibald in the Sum of One thousand Star
Pagodas of the lawful Current Money of Madras,
for Money by the said Archibald before that
time lent and advanced to the said Henry
Crompston and at his Special instance and
request and being so indebted he the said Henry
Crompston 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 Archibald to pay unto the said
last mentioned Sum of Money when he the said
Henry Crompston should be thereto afterwards requested
And Whereas the said Henry Crompston afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid, was indebted to the said
Archibald in the further Sum of One thousand
Star Pagodas ~~Star Pagodas~~ of like lawful Current
money of Madras, for Money by the said Archibald
before that time paid out expended and paid for the
said Henry Crompston and at his like Special
instance

instance and request, and being so indebted he the said Henry Crompton 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 Archibald to pay him the said last mentioned Sum of Money when he the said Henry Crompton should be thereto afterwards requested And Whereas, also the said Henry Crompton afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Archibald in the further Sum of one thousand Star Pagodas of like lawful current Money of Madras, for Money by the said Henry Crompton before that time had and received to the use of the said Archibald and being so indebted he the said Henry Crompton 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 Archibald to pay him the said last mentioned sum of Money when he the said Henry Crompton should be thereto afterwards requested And Whereas the said Henry Crompton afterwards to wit on the same day

day and Year last aforesaid at Madras aforesaid Accounted with the said Archibald of and as concerning divers other Sums of money before that time due and owing from the said Henry Crompton to the said Archibald and then being in Arrear and upon that Accounting the said Henry Crompton was then and there found to be in Arrear and indebted to the said Archibald in the further Sum of One thousand Star Pagodas of like lawful Current Money of Madras and being so found in Arrear and indebted he the said Henry Crompton 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 Archibald to pay him the said last mentioned Sum of Money when he the said Henry Crompton should be thereto afterwards requested. Yet the said Henry Crompton not regarding the said several promises and undertakings so by him in Manner and form aforesaid made but contriving and fraudulently intending

intending craftily and Subtilly to deceive and defraud the said Archibald 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 Archibald (although so to do he the said Henry Crompton was requested by the said Archibald 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 Archibald he the said Henry Crompton hath hitherto Wholly refused & and still doth refuse To the damage of the said Archibald of One thousand Star pagodas & and therefore he brings his Suit &c.

And afterwards to wit in the & imparlance first Term of the Year One thousand eight & hundred and Seven in the said Supreme Court of Judicature at Madras till which Term James Dickinson Crompton (Sued by the Name of the said Henry Crompton) had leave to imparle to the said Plaint and then to & Answer the same, Come as well the said Archibald by his said Attorney as the said James

Nineteen years and this he is ready to verify
and prove as the Court shall direct Wherefore
he prays Judgment if the said Archibald
ought to have or maintain his aforesaid
Action thereof against him -

And afterwards that is to say in
the Vacation after the said first Term to wit on
the Nineteenth day of March in the said Year of
Our Lord One Thousand Eight Hundred and Seven. came the
Parties aforesaid by their Attornies aforesaid and
and thereupon the said Archibald as to the said
Plea of the said James Dickenson (sued by the
Name of Henry) by him first above pleaded in
Bar as to the said several Promises and
Undertakings in the said Declaration and
whereof he hath put himself upon the Court doth
the like And as to the said Plea of the said James
Dickenson (sued by the Name of Henry) by him
secondly above pleaded in Bar he the said
Archibald says that notwithstanding any thing in
that Plea alledged he the said Archibald ought
not to be barred from having and maintaining
his aforesaid Action thereof against him the
said James Dickenson (sued as aforesaid by the
Name

Replication filed 19th March 1807 & Withdrawn the 2d June 1809

Second Term 1809

Name of Henry) because he says that though true
it is that the said James Dickinson (sued by the
Name of Henry) at the time of making the said
Promises and Undertakings in the said Declaration
mentioned was under the age of twenty one Years
to wit the said James Dickenson (sued as aforesaid
by the Name of Henry hath above in Pleading
alledged Yet the said Archibald in fact says that
the said James Dickenson (sued by the Name of
Henry) hath since the making of the said
several Promises and undertakings attained the
age of twenty one years to wit at Madras aforesaid
and that after the said James Dickenson
(sued by the Name of Henry) attained the said
age of twenty one years and before the Exhibiting
the Bill of the said Archibald against the
said James Dickenson (sued by the Name of
Henry) to wit on the twenty Second day of June
in the Year of our Lord One thousand eight hundred
and Six at Madras aforesaid He the said James
Dickenson (sued by the Name of Henry) agreed
to and confirmed the said several Promises
and undertakings of the said James Dickenson
(sued by the Name of Henry) in the said Declaration
mentioned

No 43

mentioned and each and every of them And this
he the said Archibald is ready to verify Wherefore
he prays Judgment and his Damages by him
sustained by reason of the Nonperformance of the said
several Promises and undertakings in the said
Declaration mentioned to be adjudged to him &c.

Judgment by Cognovit in assumpsit

And now at this day come the said
Archibald and the said James Dickenson by their
respective Attornies aforesaid - And thereupon the
said James Dickenson relinquishing the Plea by him
above pleaded saith that he cannot deny the said
action of the said Archibald nor but that he the
said James Dickenson did undertake and promise
in manner and form as the said Archibald hath
above thereof complained against him Nor but that the
said Archibald hath sustained damage by occasion
of the Nonperformance by the said James Dickenson
of the several Promises and Undertakings in
the Plaint of the said Archibald above mentioned
to the Sum of Three Hundred and Sixty Pagodas
fifteen Fanams and Sixty Cash over and besides
the Costs and Charges of the said Archibald by
him about his Suit in this behalf expended - And
the said Archibald freely here in Court remits
to the said James Dickenson the Pecidem of the
damages

No 43

mentioned and each and every of them And this
he the said Archibald is ready to verify Wherefore
he prays Judgment and his Damages by him
sustained by reason of the Nonperformance of the said
several Promises and undertakings in the said
Declaration mentioned to be adjudged to him &c.

Judgment by Cognovit in assumpsit

And now at this day come the said
Archibald and the said James Dickenson by their
respective Attornies aforesaid. And thereupon the
said James Dickenson relinquishing the Plea by him
above pleaded saith that he cannot deny the said
action of the said Archibald nor but that he the
said James Dickenson did undertake and promise
in manner and form as the said Archibald hath
above thereof complained against him Nor but that the
said Archibald hath sustained damage by occasion
of the Nonperformance by the said James Dickenson
of the several Promises and Undertakings in
the Plaint of the said Archibald above mentioned
to the Sum of Three Hundred and Sixty Pagodas
Fifteen Fanams and Sixty Cash over and besides
the Costs and Charges of the said Archibald by
him about his Suit in this behalf expended. And
the said Archibald Speedy here in Court Remits
to the said James Dickenson the Residue of the
Damages

Second Term 1809

Name of Henry) because he says that though true
it is that the said James Dickenson (sued by the
Name of Henry) at the time of making the said
Promises and Undertakings in the said Declaration
mentioned was under the age of twenty one Years
as the said James Dickenson (sued as aforesaid
by the Name of Henry hath above in Pleading
alledged Yet the said Archibald in fact says that
the said James Dickenson (sued by the Name of
Henry) hath since the making of the said se-
veral Promises and undertakings attained the
age of twenty one Years to wit at Madras aforesaid
and that after the said James Dickenson
(sued by the Name of Henry) attained the said
age of twenty one years and before the Exhibiting
the Bill of the said Archibald against the
said James Dickenson (sued by the Name of
Henry) to wit on the twenty Second day of June
in the Year of our Lord One thousand eight hundred
and Six at Madras aforesaid he the said James
Dickenson (sued by the Name of Henry) Agreed
to and Confirmed the said Several Promises
and undertakings of the said James Dickenson
(sued by the Name of Henry) in the said Declaration
mentioned

No 43

Second Term 1807

Second Term 1807

Read before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - The Honble Sir Henry Guillem Knight & and The Honble Sir Benjamin Sullivan Knight His Majesty's Justices of the Second Term in the year one thousand eight hundred and seven -

Madras to wit Thomas Parry and John King Lane putting their place Daniel Reale their attorney against William Light one of the Attornies of the Supreme Court in a Plea of Trespass on the Case -

Madras to wit The said William Light in his proper Person at the Suit of the said Thomas Parry and John King Lane 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 seven before the Supreme Court of Judicature at Madras came Thomas Parry and John King Lane by Daniel Reale their attorney and brought into the said Court then there their certain Plaint against William Light one of the Attornies of the Supreme Court in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Second Term 1807

damages in the said Plaint Mentioned and
Prays Judgment for the said Sum of Three
Hundred and Forty Pagodas Fifteen Fanams
and Forty Cash so as aforesaid confessed and for
his said Costs and Charges - It is therefore
considered and adjudged that the said Archibald
Recover against the said James Dickenson his
damages aforesaid to the Sum of Three hundred
and Forty Pagodas Fifteen Fanams and Forty
Cash and that the said James Dickenson do
pay unto the said Archibald for his said Costs
and Charges the Sum of Ninety eight Pagodas
and Thirty Fanams which said damages Costs and
Charges Amount to Four hundred and Thirty
nine Pagodas one Fanam and Forty Cash and
the said James Dickenson in Mercy &c. -

Judgment signed for the Plaintiff the 2d day of June 1807

Mercy

Bill filed 6th March 1807

Madras (to wit) Thomas Parry and John King Lane by Daniel Neale their Attorney Complain of William Light Gentleman one of the Attornies of the Supreme Court of Judicature of our Lord the King at Madras present here in Court in his proper person of a Plea of Trespass on the Case For that Whereas at the time hereinafter in this Court mentioned the said Thomas and John King used and exercised Commerce as Copartners according to the Customs of Merchants under the Names and by the Style and Firm of Parry and Lane to wit at Madras - And Whereas heretofore to wit on the twenty second day of November in the year of Christ One thousand eight hundred and four at Madras aforesaid the said William 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 there and there delivered the same Note to the said Thomas and John King - And by the same Note twelve Months after the date thereof promised to pay to the said Thomas and John King (by their names Style and Firm aforesaid and by the addition of Messrs Parry and Lane

or

Recd Term 1807

or Order Nine hundred Pagodas with interest
at ten per Cent for value received in the
purchase of an Europe Carriage and Harness-
By means whereof and by force of the Statute
in such case made and provided the said William
became liable to pay to the said Thomas and
John Thing 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 William
in Consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Thomas and John Thing to pay them
the said Sum of Money in the said Note
specified according to the tenor and effect of the
said Note - And Whereas the said William
afterwards to wit on the First day of January in
the Year of our Lord One thousand eight hundred
and Seven at Madras aforesaid was indebted
to the said Thomas and John Thing in the
Sum of Two thousand Star Pagodas of the
Current Money of Madras for divers Goods
Wares and Merchandizes by the said Thomas
and John Thing before that time sold and
delivered to the said William and at his
special instance and request and being so
indebted

indebted the said William in Consideration
thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid under-
took and then and there faithfully promised the
said Thomas and John Thing to pay them the
said Sum of Money last mentioned when he
the said William should be thereto afterwards
requested - And Whereas also afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid in consideration that the
said Thomas and John Thing had before that
time sold and delivered to the said William
divers other Goods Wares and Merchandizes
he the said William undertook and then and
there faithfully promised the said Thomas
and John Thing to pay them so much Money
as the last mentioned Goods Wares and
Merchandizes at the time of the sale and
delivery thereof to the said William as aforesaid
were reasonably worth whenever afterwards he
the said William should be thereto requested
and the said Thomas and John Thing aver
that the Goods Wares and Merchandizes last
mentioned at the time of the sale and delivery
thereof to the said William as aforesaid were
reasonably worth Nine Two thousand Star
Pagodas

Second Term 1807

Pagodas of the like Current Money of Madras to
wit at Madras aforesaid Whereof the said William
afterwards to wit on the same day and Year
last aforesaid there had Notice And Whereas
the said William afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
accounted with the said Thomas and John Thing
of and concerning divers other Sums of Money
before that time due and owing from the said
William to the said Thomas and John Thing
and then being in arrear and unpaid and upon
that accounting the said William was then so
and there found to be in arrear and indebted to the
said Thomas and John Thing in the further Sum
of Two Thousand Star Pagodas of the like Current
Money of Madras and being so found in arrear and
indebted the said William in consideration thereof
afterwards to wit on the same day and Year last
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Thomas
and John Thing to pay them the said last
mentioned Sum of Money when he the said
William should be thereto afterwards requested -
Yet the said William not regarding his said
several promises and undertakings so by him
in manner and form aforesaid made Lut -

continuing

contriving and fraudulently intending craftily and
subtilly to deceive and defraud the said Thomas
and John Thing 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 Thomas and
John Thing or to either of them Altthough so to do the
said William was requested by the said Thomas
and John Thing afterwards to wit on the same
day and Year last aforesaid and ofttimes &c
afterwards at Madras aforesaid But to pay the
same or any part thereof to the said Thomas and
John Thing the said William hath hitherto wholly
refused and still doth refuse — To the damage
of the said Thomas and John Thing of Two thousand
Star Pagodas and Therefore they pray Relief &c —

And afterwards to wit in the Second
Term of the year one thousand eight hundred and
Seven in the said Supreme Court of Judicature
at Madras till which term the said William
had leave to imparl to the said Plaint and to
then to Answer the same Come as well the
said Thomas and John Thing by their said
Attorney as the said William by his said
Attorney and the said William defends the
wrong and injury when &c and says that he
did not undertake or promise in manner

and

Plea 30th March 1807 –

Plea withdrawn & Cognovit filed 2d June 1807.

Sorrow as the said Thomas Parry and John Thing Lane have above thereof complained against him and of this he puts himself upon the Court &c. —

And now at this day (until which time the said William had leave to imparle to the said Bill) &c. as well the said Thomas and John Thing by their said Attorney as the said William in his proper person do come before the Court and the said William defends the Wrong and injury when &c. and says that he cannot deny the said Action of the said Thomas and John Thing now but that he the said William did undertake and promise in manner and form as the said Thomas and John Thing have above thereof complained against him — nor but that the said Thomas and John Thing have sustained damages by occasion of the Non performance by the said William of the several promises and undertakings in the Plaint mentioned to the Sum of One thousand one hundred and Fifteen Star Pagodas over and besides their Cost and charges by them about their suit in

Judgment by Confession

in this behalf expended And thereupon the said Thomas and John Thing Speedy here in Court came and prayed to the said William the residue of the damages in the said Plaint mentioned and pray Judgment for the said Sum of One Thousand One hundred and Fifteen Star Pagodas and for their said Costs and Charges Confessed and for their said Costs and Charges It is therefore considered and adjudged that the said Thomas and John Thing recover against the said William their damages aforesaid to the said Sum of One Thousand one hundred and Fifteen Star Pagodas and that the said William do pay unto the said Thomas and John Thing for their said Costs and Charges the Sum of Fifty six Pagodas and Thirty One Fanams - which said damages Costs and Charges amount to One Thousand one hundred and Seventy one Pagodas and Thirty one Fanams and the said William in Mercy &c —

Judgment signed for the Plaintiffs the 11th day of June 1807 -

Mercy

396

Second Term 1807

No 44

1807

Supreme Court

Judgment Roll

& Third

Second Term

in

Section 17

Pleas before the Honble Sir Thomas Andrew Stranges, Knight, Chief Justice and the Honble Sir Benjamin Sullivan, Knight, one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and seven

Fort Saint George
Madras } Venca Narayaloo who is an Idiot in his own proper person and by Nairoo Royaloo Chitty Specially admitted by the Court for the said Vencattarayaloo by Reason of his Idiocy - against Nairoo Dawsary and Royaloo Chitty in a Plea of Trespass on the Case -

Fort St. George
Madras } The said Nairoo Dawsary and Royaloo Chitty in their person at the Suit of the said Vencattarayaloo in the Plea aforesaid

Fort St. George
Madras } Be it Remembered that on the 13th. day of November 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 Vencattarayaloo who is an Idiot in his own proper person and by Nairoo Royaloo Chitty Specially admitted by the Court for the said Vencattarayaloo by Reason of the Idiocy of the said Vencattarayaloo and brought into the said Court then there his Certain Plaint against Nairoo Dawsary and Royaloo Chitty in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

398

Second Term 1807

Plaint in Assumpsit
Filed 13th November
1806

Fort Saint George Madras. Vencattarayaloo sole
is an Idiot comes here into Court in his own proper
person and by Nairoo Royaloo Chitty especially ad-
admitted by the Court for the said Vencattarayaloo by
reason of the Idiocy of the said Vencattarayaloo &c
complained of Nairoo Dauvary and Royaloo Chitty
being Inhabitants of Madras and as such persons
Whereas the said Nairoo Dauvary and Royaloo Secre-
fore to wit on the Eighth day of May in the year one
thousand Eight hundred at Madras aforesaid by their
certain note in writing in the Gentoo 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
Vencattarayaloo the sum of one hundred Star Pagodas
Current money of Madras which said sum they the
said Nairoo Dauvary and Royaloo did thereby &
engage to repay the said Vencattarayaloo on demand
with all such interest as should or might become
due thereon at the rate of Twelve per Cent per &
annum by means whereof and according to the &
laws and customs of the Hindoo Natives of India
the said Nairoo Dauvary and Royaloo became &
liable to pay to the said Vencattarayaloo the said
sum of money mentioned in the note with interest
according to the tenor and effect of the said note &
and

No 45

and being so liable the said Nairoo Dauzany and Royaloo in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Vencattarayaloo there 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 the said Nairoo Dauzany and Royaloo afterwards to wit on the same day and year aforesaid at Madras aforesaid, were indebted to the said Vencattarayaloo in other sum of one Hundred Star Pagodas of like Current Money for so much Money by the said Vencattarayaloo before that time lent and advanced to the said Nairoo Dauzany and Royaloo at their special instance and request, and being so indebted they the said Nairoo Dauzany and Royaloo in consideration thereof, afterwards to wit, on the Same day and year aforesaid at Madras aforesaid undertook and faithfully promised, the said Vencattarayaloo to pay him the said last mentioned Sum of Money, when they the said Nairoo Dauzany and Royaloo should be thereto afterwards requested And Whereas also the said Nairoo Dauzany and Royaloo afterwards to wit on the same day and year aforesaid at Madras aforesaid, accounted together with the said Vencattarayaloo of and

concerning

Second Term 1807

concerning divers other Sums of Money before that time due and owing from the said Narroo Dawany and Royaloo to the said Vencattavayaloo and then being in arrear and unpaid and upon which account they the said Narroo Dawany and Royaloo were then and there found in arrear and indebted to the said Vencattavayaloo in another large Sum of Money to with the Sum of fifteen One hundred Star Pagodas of like current money of Madras and being so found in arrear and indebted they the said Narroo Dawany and Vencatavayloo, 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 Vencattavayloo, to pay him the said last mentioned Sum of Money when they the said Narroo Dawany and Royaloo should be thereto afterwards requested Yet the said Narroo Dawany and Royaloo not regarding their said several promises and undertakings so by them made in their behalf as aforesaid, but contriving and fraudulently intending craftely and subtilly to deceive and defraud the said Vencattavayaloo in this behalf hath not as yet paid the said Several sums of money or any part thereof, to the said Venrattavayaloo (although so to do, they the said

Nairoo

Nairoo Dauzany and Royaloo was often requested by the said Venkattarayaloo but they to do this hath wholly refused and still doth refuse to the damage of the said Venkattarayaloo of Five hundred Star Pagodas and therefore brings Suit &c.—

And now in this Second Term in the year of our Lord One thousand eight hundred and seven that is to say on the Fourth day of April in that year unto which day was given as well to the said Venkattarayloo as to the said Nairoo Dauzany Chitty and Royaloo Chitty to inform the Court of the premises comes the said Venkattarayloo by his Attorney aforesaid and they the said Nairoo Dauzany Chitty and Royaloo Chitty altho solemnly demanded came not nor did they say any thing in bar or preclusion and so forth And the said Justices hearing heard the Allegations of the party Plaintiff and examined the matter duly considered the Evidence produced on the part of the said Plaintiff say that the said Nairoo Dauzany Chitty and Royaloo Chitty did undertake and promise in manner and form as the said Venkattarayloo hath above thereof complained against them — And they assess the damages of the said Venkattarayloo and occasion of the not performing the promises and undertakings above mentioned over and

above

Said Expte

Judgment for the Plaintiff on a Verdict in assumpsit

above his Costs and Charges by him about his
suit in this behalf expended to One Hundred and
eighty three Pagodas and thirteen Fanams.
And for those Costs and Charges to One Hundred
and twenty six Pagodas and thirty four Fanams.

Judgment signed for the Plaintiff the 19th day of June 1807

Therefore it is considered that the said Nairoo Dauvary Chitty and Royaloo Chitty his said damages Costs and Charges in Form aforesaid respected which said damages Costs and Charges in the whole amount to three hundred and two Pagodas and two Fanams — And the said Vencatarayloo Shaw Execution against the said Nairoo Dauvary Chitty and Royaloo Chitty &c.

Whereupon the said Vencatarayloo by Nairoo Royaloo Chitty prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said Nairas Dauvary Chitty and Royaloo Chitty to Satisfy the said Vencatarayloo of three hundred and ten Pagodas and two Fanams which the said Vencatarayloo recovered against the said Nairoo Dauvary Chitty and Royaloo Chitty for damages sustained as well by Occasion of the not performing the promises and Undertakings mentioned in the said Declaration as for Costs and Charges by him the said Vencatarayloo about his suits in that behalf expended — and it is granted unto him returnable here on the 18th day of July next —

Writ of Ca. Sa. issued on the 19th day of June 1807

Second Term 1807

1034

Secon D Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - and the Honble Sr Benjamin Sullivan, 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 Seven -

Madras to wit Peter Marshall puts in his place Daniel Neale his attorney against John Tullok, William Douglas Brodie, George Halyburton and Gillies Falconer in a Plea of Trespass on the case -

Madras to wit - The said John Tullok, William Douglas Brodie, George Halyburton and Gillies Falconer put in their place James Sutherland their attorney at the suits of the said Peter Marshall in the Plea aforesaid -

Madras to wit Be it remembered that on the Sixteenth day of March as of the First Term in the Year of our Lord one thousand eight hundred and Seven before the Supreme Court of Judicature at madras came Peter Marshall by Daniel Neale his attorney and brought into the said Court then here his certain Plaint against John Tullok, William Douglas Brodie, George Halyburton and Gillies Falconer in a Plea of Trespass on the Case, and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras to wit

Second Term 1807

405

Plaintiffs Assumpsit
filed 16th March 1807

Madras to wit Peter Marshall by Daniel Neale his Attorney Complains of John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconer who are British Subjects and as such Persons subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas heretofore to wit on the twelfth day of March in the Year of our Lord One Thousand eight hundred and Seven at Madras the said John William Douglas George and Gilbert accounted with the said Peter of and concerning divers Sums of Money before that time due and owing from the said John William Douglas George and Gilbert to the said Peter and then being in arrear and unpaid and upon that accounting the said John William Douglas George and Gilbert were then and there found to be in arrear and indebted to the said Peter in the Sum of Ten Thousand Star Pagodas of the Lawful Current Money of Madras And being so found in arrear and indebted the said John William Douglas George and Gilbert 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 Peter to pay him the said Sum of Money when they the said John William

Douglas

Second Term 1807

Douglas George and Gilbert should be thereto afterwards requested And Whereas the said John William Douglas George and Gilbert afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Peter in the sum of Ten Thousand Pagodas of the like lawful current Money of Madras for Money by the said Peter before that time lent and advanced to the said John William Douglas George and Gilbert and at their special instance and request And being so indebted the said John William Douglas George and Gilbert 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 Peter to pay the said last mentioned sum of Money when the said John William Douglas George and Gilbert should be thereto afterwards requested And Whereas also the said John William Douglas George and Gilbert afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Peter in the further sum of Ten Thousand Pagodas of the like lawful current Money of Madras for Money by the said John William Douglas

December in the Year last aforesaid for and
during and unto 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 mentioned demise the
said Timothy Goodtitle entered into the premises
last aforesaid with the Appurtenances and
was possessed thereof until the said Condafron
and Veerabadren afterwards to wit on the
Second day of December in the Year last
aforesaid with force and Arms &c. entered into
the premises last aforesaid with the Appurtenan-
ces which the said Abelandeen Velleyamah
demised to the said Timothy Goodtitle in manner
and for the term last aforesaid which is not
yet Expired and Ejected the said Timothy
Goodtitle out of his said Farm and other injuries
to him then and there did against the Peace
of Our said Lord the King and to the Damage
of the said Timothy Goodtitle of Three Hundred
Star Pagodas and therefore he brings Suit &c.

And afterwards that is to say in
the Fourth Term in the said Year one
thousand eight hundred and five until
which Term the said Condafron and
Veerabadren had leave to imparl to the said

imparlance

Plaint

No 47-

Douglas George and Gilbert before that time
had and received to the use of the said Peter
And being so indebted the said John William
Douglas George and Gilbert in consideration
thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook
and then and there Lawfully promised the
said Peter to pay him the said last mentioned
Sum of Money when they the said John William
Douglas George and Gilbert should be thereto
afterwards requested Yet the said John William
Douglas George and Gilbert 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 Peter in this behalf have not now have
nor hath any or either of them Yet paid the
said several Sums of Money or any or either
of them or any part thereof to the said Peter
(although so to do the said John William Douglas
George and Gilbert were requested by the said
Peter afterwards to wit on the same day and
year aforesaid and oftentimes afterwards
at Madras aforesaid) But to pay the same
or any part thereof to the said Peter the
said John William Douglas George and
Gilbert

Second Term 1807

Gilbert Shaw and each and every of them Doth hitherto wholly refused and still do and each and every of them doth refuse To the damage of the said Peter of Ten thousand Star Pagodas and therefore he brings his suit &c —

imparlance

And afterwards that is to say in the Second Term of the said year one thousand eight hundred and Seven until which Term the said John William Douglas George and Gilbert had leave to imparl to the said Plaint and then to Answer the same came as well the said Peter by his said Attorney as the said John William Douglas George and Gilbert by their said Attorney — and the said John William Douglas George and Gilbert Defend the wrong and injury when &c And say that they did not undertake and promise in manner and

Plea filed 30th March 1807.

complained against them and of this they put themselves upon the Court &c

Issue Joined

And the said Peter doth the like —

Afterwards for the trial of the issue so aforesaid joined between the parties a day is given by the Court to the same parties respectively —

At which day being the Sixth Day

day of April in this Second term 1807 come the said Peter by his said Attorney and the said John William Douglas George and Gilbert by their attorney aforesaid and the Justices of this Court having thereupon heard examined and considered the allegations of the said Parties respectively and the depositions of Witnesses adduced in this behalf have pronounced that the said John William Douglas George and Gilbert did undertake and promise in Manner and form as the said Peter hath above thereof complained against them and that the said Peter hath sustained damage by occasion of the Nonperformance by the said John William Douglas George and Gilbert of their said promises and undertakings to the Sum of Seven Thousand Eight hundred and twenty Seven Star Pagodas twenty four Fanams and forty three Reas over and besides his costs and charges by him about his Suit in this behalf expended.

Judgment for the Plaintiff on a Verdict in a Quantum

It is therefore considered and adjudged that the said Peter recover against the said John William Douglas George and Gilbert his damages aforesaid to the said Sum of Seven thousand Eight hundred and twenty Seven Star Pagodas twenty four Fanams

Judgment signed for the Plaintiff the 7. day of July 1807

and

Second Term 1807

and Forty Nine Cash — And that the said John
William Douglas George and Gilbert do
pay unto the said Peter for his said Costs
and Charges the Sum of One Hundred and
Twenty Eight Star Pagodas and Three
Fanams — Which said Damages Costs and
Charges Etc
Amount to Seven Thousand Nine
Hundred and Fifty Five Star Pagodas Twenty
Seven Fanams and Forty Nine Cash — And
the said John William Douglas George
and Gilbert in Mercy &c

Mercy

412

Second Term 1807

Pleas before the Honble Sir Thomas Andrew Stranger, Knight, Chief Justice, and 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 seven -

Fort Saint George
Madras — } Timothy Goodlike on the several demises of Melandum and Melandum Wallyummal puts in his place James Sutherland his Attorney against Condapperu and Veerabadren in a Plea of Trespass and Ejectment -

Fort St. George
Madras — } The said Condapperu and Veerabadren put in their place William Light their Attorney at the Suit of the said Timothy Goodlike in the Plea aforesaid -

Fort St. George
Madras — } 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 Timothy Goodlike by James Sutherland his Attorney and brought into the said Court then there his Certain Plaint against Condapperu and Veerabadren in a Plea of Trespass and Ejectment and there are Pledges to prosecute to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Second Term 1807 163

Plaint in Ejectment filed 19th September 1805 –

Fort Saint George Madras. Timothy Goodtitle by James Sutherland his Attorney Complains of Condappa an and Veerabadren being Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honble Court For that One Akelandum in her life time to wit on the First day of December in the Year One Thousand Seven Hundred and Eighty three at Madras aforesaid Had demised granted and to Farm let unto the said Timothy Goodtitle Ten Messuages Ten dwelling Houses Ten Shops Ten Outhouses Ten Stables Ten Godowns Ten Bungalows and Ten Cawnies of waste Ground with the Appurtenances Situate lying and being at Pedda Naicko Pettah in Yagambara Yeswanna Pagoda Street within the limits of Madras To have and to Hold the said Tenements with the Appurtenances to the said Timothy Goodtitle and his Assigns from the said First day of December in the year aforesaid for and during and unto the full End and Term of twenty Five Years from thence next ensuing and fully to be Compleate and ended by virtue of which said demise the said Timothy Goodtitle entered into the said Premises with the Appurtenances and was possessed thereof until the said Condappen and Veerabadren

afterwards

No 43

416

Secondo Term 1807

Plaint and then to answer the same same
as well the said Timothy Goodtitle by his
said Attorney as the said Condapan and
Veerabadren by their said Attorney - and the
said Condapan and Veerabadren defend the
wrong and Injury when &c and say that they
are not guilty of the Trespass and Ejectment &
above laid to their charge in manner and
form as the said Timothy Goodtitle hath above
thereof Complained against them and of this
they put themselves upon the Court &c -

Plea filed 1st October 1805-

And afterwards to wit in the First
Term of the year One Thousand Eight
Hundred and Six came the Parties aforesaid
by their Attorney aforesaid and thereupon
the said Timothy Goodtitle as to the said
Plea of the said Condapan and Veerabadren
by them above pleaded and thereof they
have put themselves upon the Court doth
so likewise -

Replication filed 13th February 1806

Issue Joined

And afterwards in the said First
Term in the year aforesaid that is to say on
the Twenty Third day of February in the same
Term came the said Condapan and Veerabadren
by their said Attorney and the said Timothy
Goodtitle (although Solemnly called) came not

Judgment as in case of a Nonsuit for not setting down this Cause for Trial

and

No 47

and it appearing to the Court Here in this
present Term that the said Timothy Goodtitle
hath Neglected to bring the issue above joined on
to be tried according to the course and practice
of this Court Therefore according to the form of
the Statute in such case made and provided It is
Considered by the Court Here that the said
Timothy Goodtitle take nothing by his Plaint
but that he and his Pledges to prosecute to wit
John Doe and Richard Roe be in Mercy &c And
that the said Condapen and Veerabadren go thereof
without day and it is further Considered
by the said Court that the said Condapen and
Veerabadren recover against the said Timothy
Goodtitle Ninety three Pagodas and thirty six
fanams for their costs and charges by them
about their defence in this behalf Sustained
adjudged by the Court Here to the said Condapen
and Veerabadren at their request according to the
form of the Statute in that case made and so
provided and that the said Condapen and
Veerabadren have their Execution thereof &c

Judgment signed for the Defendant the 23d. Febry 1807

Execution

4 / 18

Second Term 1809

Third Term 1807

419

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the year one thousand eight hundred and seven —

Madras to wit — Ram Ram puts in his place Daniel Neale his attorney against Robert John Edgar in a Plea of Trespass on the case —

Madras to wit — The said Robert John Edgar in his own proper Person at the Suit of the said Ram Ram in the Plea aforesaid —

Madras to wit — Be it Remembered that on the Twenty second day of August as of the Third Term in the Year of Christ one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Ram Ram by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Robert John Edgar in a Plea of Trespass on the Case and thereare 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

£20

Third Term 1807

Plaint in a pumpeit
filed 22d. august
1806

Madras to wit. Ram Ram by Daniel Neale his Attorney complains of Robert John Edgar a British Subject and as such a person Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas heretofore to wit on the fourteenth day of October in the year of Christ One thousand Eight Hundred and five at Arcot to wit at Madras the said Robert John According to the Usage and Custom of Merchants from time immemorial used and approved of made his certain bill of exchange in writing his own proper hand being thereunto subscribed and bearing date the day and Year aforesaid and then and there directed the said bill of exchange to certain Persons using Commerce at Madras as Copartners according to the said Custom of Merchants under the Names and by the Style and Firm of Tulloh Brodie and Company (by their Names Style and Firm aforesaid and by the addition of Messrs. Tulloh Brodie & Co Fort St George Madras) and by the same bill of exchange requested the said Persons using Commerce as aforesaid under the Names and by the Style and Firm of Tulloh Brodie and Company to pay to the said Ram Ram (by the Name and addition of Ram Ram my late Dubash) or Bearer the Sum of

Twenty

No 48

1807

Supreme Court

Judgment Roll

3rd Term

Section 18.

8
2
10

Trin Term 1807

Seventy Pagodas and to place the same to the Account of him the said Robert John and the said Robert John then and there delivered the said bill of Exchange to the said Ram Ram and the said Ram Ram in fact saith that by means of such delivery as aforesaid he became and from thence hitherto hath been and still is the Bearer and Proprietor of the said bill of Exchange and that being such Bearer and Proprietor as aforesaid he the said Ram Ram afterwards to wit on the day and year aforesaid at Madras shewed and presented the same bill of Exchange to the said Persons using Commerce as aforesaid under the Names and by the Style and firm of Tulloh Brodie and Company but that the said Persons using Commerce as aforesaid under the Names and by the Style and firm of Tulloh Brodie and Company did not nor would at the time of such presentment as aforesaid or at any time afterwards pay the said Sum of Money Specified in the said bill of Exchange or any part thereof of which premises the said Robert John afterwards to wit on the day and Year aforesaid at Madras aforesaid had Notice By means whereof and According to the said Custom of Merchants the said Robert John became liable to pay to the Said Ram Ram the said Sum of

Money

Money in the said bill of Exchange Specified &
when he the said Robert John should be
thereto afterwards requested And being so liable
the said Robert John in consideration thereof &
afterwards to wit on the day and Year aforesaid
at Madras aforesaid undertook and then and
there faithfully promised the said Ram Ram
to pay him the said Sum of Money in the
said bill of Exchange specified when he the
said Robert John should be thereto afterwards
requested And Whereas afterwards to wit on
the Seaventh day of July in the Year of our Lord
One Thousand Eight Hundred and Six at Madras
aforesaid the said Robert John was indebted to the
said Ram Ram in the Sum of three Hundred
Star Pagodas of the current Money of Madras
for Wages due to the said Ram Ram as the
hired Servant of the said Robert John and for
his Service before that time and for a long
of time to wit for the space of twelve Calender
Months then elapsed done performed and
bestowed at the special instance and Request of
the said Robert John and being so indebted the said
Robert John in consideration thereof afterwards
to wit on the day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully

promised

promised the said Ram Ram to pay him
the said last mentioned Sum of Money when
he the said Robert John should be thereto
afterwards requested And Whereas afterwards
to wit on the day and Year last aforesaid at Madras
aforesaid in consideration that the said Ram
Ram before that time and for another long space
(that is to say) for the space of other twelve Calender
Months then elapsed had done performed and bestowed
other his Service as the hired Servant and at the
like instance of the said Robert John and for the
said Robert John he the said Robert John
undertook and then and there faithfully promised
the said Ram Ram to pay him so much Money
as he therefore reasonably deserved to have of the said
Robert John when he the said Robert John should
be thereto afterwards requested and the said Ram
Ram avers that for his last mentioned Service
he reasonably deserved to have of the said Robert
John the further Sum of three hundred Star Pagodas
of the like Current Money of Madras to wit at Madras
whereof the said Robert John afterwards to wit on
the day and Year last aforesaid there had Notice
And Whereas the said Robert John afterwards to
wit on the day and Year last aforesaid at Madras
aforesaid was indebted to the said Ram Ram
in the further Sum of three hundred Star Pagodas
of

Said Term 1809

of the like Current Money of Madras, for Money
by the said Ram Ram before that time lent
and advanced to the said Robert John and at his
special instance and request and being so
indebted he the said Robert John 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 Ram Ram to pay him the last
mentioned Sum of Money when he the said
Robert John should be thereto afterwards requested
And Whereas the said Robert John afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said
Ram Ram of and concerning divers other Sums
of Money before that time due and owing from
the said Robert John to the said Ram Ram
and then being in arrear and unpaid and
upon that accounting the said Robert John
was then and there found to be in arrear
and indebted to the said Ram Ram in the
further Sum of Three hundred Star Pagodas
of the like Current Money of Madras And
being so found in arrear and indebted the
said Robert John in consideration thereof af-
terwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and
then

then and there faithfully promised the said Ram Ram to pay him the said last mentioned sum of Money when he the said Robert John should be thereto afterwards requested. Yet the said Robert John not regarding his said several promises and undertakings &c by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Ram Ram 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 Ram Ram (although so to do the said Robert John was requested by the said Ram Ram 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 Ram Ram the said Robert John hath hitherto wholly refused and still doth refuse To the damage of the said Ram Ram of Three hundred Star Pagodas and thereupon he brings his Suit &c

And the said Robert John having come in his own person defended the wrong and injury when &c and said nothing in Bar or preclusion of the said action of the said Ram Ram whereby the said Ram

Ram

Filed Exparte

of the like Current Money of Madras, for Money
by the said Ram Ram before that time Lent
and advanced to the said Robert John and at his
Special instance and request and being so
indebted he the said Robert John in Consideraon
thereof afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid, Do
undertook and then and there faithfully promised
the said Ram Ram to pay him the last Do
mentioned Sum of Money when he the said
Robert John should be thereto afterwards requested
And Whereas the said Robert John afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said
Ram Ram of and concerning divers other Sums
of Money before that time due and owing from
the said Robert John to the said Ram Ram
and then being in arrear and unpaid upon
upon that accounting the said Robert John
was then and there found to be in arrear
and indebted to the said Ram Ram in the
further Sum of Three hundred Star Pagodas
of the like Current Money of Madras And
being so found in arrear and indebted the
said Robert John in consideration thereof
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and
then

then and there faithfully promised the said
Rann Rann to pay him the said last mentioned
sum of Money when he the said Robert John
should be thereto afterwards requested. Yet the
said Robert John not regarding his said
several promises and undertakings &c by him
in manner and form aforesaid made but
contriving and fraudulently intending craftily
and subtilly to deceive and defraud the said
Rann Rann 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 Rann
Rann (although so to do the said Robert John
was requested by the said Rann Rann &c
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 Rann Rann the
said Robert John hath hitherto wholly refused
and still doth refuse To the damage of the
said Rann Rann of Three hundred Star Da
Pagodas and thereupon he brings his Suit &c

And the said Robert John having
come in his own person defended the wrong
and injury when &c and said nothing in
Bar or preclusion of the said action of the
said Rann Rann whereby the said Rann
Rann

Tried Exparte

Third Term 1807

Ramm remained therein undefended against
the said Robert Loten and thereupon Scire facias
to wit in the first Term now last past a day
was given to the said Ramm Ramm wherein
he should come before the Court and verify
his said Plaint and Suit -

Afterwards (that is to say) on the
Ninth day of April in the second Term
now last past came the said Ramm Ramm by
his said Attorney and the Justices of this Court
having heard examined and considered as
well the allegations of the said Ramm Ramm
as the Depositions of the Witnesses adduced by
him in support thereof pronounced that the
said Robert John did undertake and promise
in manner and form as the said Ramm Ramm
hath above thereof complained against him and that
the said Robert John had not performed his
promises and undertakings in that behalf -

And now at this day comes the said
Ramm Ramm by his said Attorney and prays
the Judgment of the Court of and upon the
premises - It is therefore considered and
adjudged that the said Ramm Ramm recover
against the said Robert John for the damages

Judgment for the Plaintiff on a Verdict in assumpsit

Judgment signed for the Plaintiff the 30th July 1807 -

Third Term 1807

sustained by the said Ram Ram by occasion of the Non performance by the said Robert John of his said promises and undertakings the Sume of One hundred and fourteen Pagodas - thirty four fanams and Ten Cash and that the said Robert John pay unto the said Ram Ram for the Costs and Charges of the said Ram Ram laid out by him about his Suit in this behalf the Sume of One hundred and fifty four Pagodas and Twenty Nine fanams - Which damages costs and charges Amount in the whole to the Sume of Two Hundred and Sixty Nine Pagodas, Nineteen fanams, and Ten Cash and the said Robert John in Mercy &c

Mercy

And thereupon the said Ram Ram by Daniel Seale his attorney prays the writs of our Lord the King of Capias ad Satisfa= =ciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said Robert John to Satisfy the said Ram Ram of Two hundred and Sixty Nine Pagodas, Nineteen fanams and Ten Cash, which the said Ram Ram Recovered against the said Robert John for damages sustained as well by Occasion of the Non-performance of Certain promises and undertakings lately Made by the said Robert John to the said Ram Ram as for his Costs and Charges by him about his Suit in that behalf expended - and it is granted unto him returnable here on the 3d day of August Next -

Writ of Ca ad Sa. issued agt the Defendant on the 30th day of July 1807.

428

Third Term 1807

Pleas before the Hon'ble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Hon'ble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and seven —

Madras to wit — John Hunter Gent in his place Daniel Neale his attorney against William Hogg in a Plea of Trespass on the Case —

Madras to wit — The said William Hogg in his own proper person at the suit of the said John Hunter in the Plea aforesaid —

Madras to wit — Be it remembered that as of the second Term in the year of our Lord one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came John Hunter by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against William Hogg in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

430

Third Term 1811

Madras to Wit. John Hunter by Daniel
Neale his Attorney Complains of William
Hogg a British Subject and as such a person
Subject to the Jurisdiction of this Honorable
Court of a Plea of Trespass on the Case. For
that Whereas heretofore to wit on the fifth
day of January in the Year of Our Lord One
Thousand Eight hundred and Seven at Madras
the said William made his Certain Note of
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 One William Abbott By
which said Note the said William Hogg
two Months after the date thereof promised
to pay to the said William Abbott (by the Name
and addition of Wm. Abbott Esqr.) or Order
the Sum of two hundred and Seventy five
Star Pagodas for Value Received. And the
said William Abbott to whom or to whose
Order the said Sum of Money in the said
Note specified was by the said Note appointed
to be paid after the making of the said
Note and before the payment of the said
Sum of Money therein specified to wit.

on

Plaintiffs Attorney
Filed 4th April
1807

No 49

on the day and Year aforesaid at Madras aforesaid
endorsed the said Note his own proper hand
being to such indorsement subscribed And by
that endorsement ordered and appointed the contents
of the said Note to be paid to the said John and there
and there delivered the said Note so endorsed as
aforesaid to the said John of which indorsement &
so made on the said Note as aforesaid the said
William Hogg afterwards to wit on the same
day and Year aforesaid at Madras aforesaid had
notice By means Whereof and by force of Statute
in such Case made and provided the said &
William Hogg became liable to pay to the said
John the said Sum of Money in the said Note
specified According to the tenor and effect of the &
said indorsement so made thereon as aforesaid
and being so liable the said William Hogg in
consideration thereof afterwards to wit on the
same day and Year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said John to pay him the said Sum of
money in the said Note specified According to the
tenor and effect of the said Note and of the said
indorsement so made thereinto as aforesaid
And Whereas afterwards to wit on the fifth
day of February in the Year aforesaid at Madras

aforesaid

aforesaid the said William Hogg made his
certain other Note in Writing Commonly
called a Promissory Note his own proper hand
being thereunto subscribed and bearing date
the day and Year last aforesaid and thereby
Note to certain persons exercising Commerce
as Copartners according to the Custom of
Merchants at Madras under the Names and
by the Style and Firm of Abbott and Maitland
By which said Note last mentioned the
said William Hogg promised on the fifth
Persons exercising Commerce as aforesaid
under the Names and by the Style and Firm
of Abbott and Maitland (by their Names of
Style and Firm aforesaid and by the addition
of Messrs. Abbott & Maitland) or their Order the
Sum of Eight hundred and five Star Pagodas
for Value Received. And the said Persons or
exercising Commerce as aforesaid under
the Names and by the Style and Firm of
Abbott and Maitland to whom or to whose
Order the Payment of the said Sum of Money
in the said last mentioned Note specified
was by the said last mentioned Note appointed

to

to be made after the making of the said last
Mentioned Note and before the Payment of the
said Sum of Money thereinn specified to wit on
the day and Year last aforesaid at Madras
aforesaid indorsed the said last Mentioned
Note their Names Style and Firm aforesaid
being to such indorsement Subscribed and
by that Indorsement Ordered and appointed
the contents of the said last mentioned Note to be
paid to One Benjamin Roebuck or his Order
and there and there delivered the said last mentioned
Note so indorsed as aforesaid to the said Benjamin
Roebuck — And the said Benjamin Roebuck
to whom or to whose Order the said Sum of
Money in the said last Mentioned Note
specified was by the said last Mentioned Note and
indorsement appointed to be paid after the
making of the said last Mentioned Note and
indorsement and before the Payment of the said
Sum of Money in the said last Mentioned Note
specified to wit on the day and Year last aforesaid
indorsed the said last mentioned Note his own
proper hand being to such last Mentioned
indorsement subscribed and by the said
indorsement last Mentioned Ordered and
appointed the contents of the said last mentioned

Note

Note to be paid to the said John and then and there delivered the said last Mentioned Note so indorsed as aforesaid to the said John of which said Several endorsements so made on the said last Mentioned Note as aforesaid the said William Hogg afterwards to wit on the day and Year last aforesaid at Madras aforesaid had Notice By means whereof and by force of the Statute in such case made and provided the said William Hogg became liable to pay to the said John the said Sum of Money in the said last mentioned Note specified According to the tenow and effect of the said last mentioned Note and of the said Several endorsements so made thereon as aforesaid And being so liable the said William Hogg in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said Sum of money in the said last mentioned Note specified According to the tenor and effect of the said last Mentioned Note and of the said Several endorsements so made thereon as aforesaid - And Whereas the said William Hogg afterwards to

to wit on the Ninth day of March in the Year
aforesaid at Madras aforesaid was indebted
to the said John in the Sum of two thousand
Star Pagodas of the lawful Current &
Money of Madras for Money by the said
John before that time laid out expended
and paid for the said William Hogg and
at his like special instance and Request and
being so indebted the said William Hogg
in consideration thereof afterwards to wit
on the same day and Year last aforesaid
at Madras undertook and then and there
faithfully promised the said John to pay
him the said last mentioned Sum of
money when he the said William Hogg
should be thereto afterwards - And Whereas
the said William Hogg afterwards to wit
on the same day and Year last aforesaid
at Madras aforesaid accounted with the
said John of and concerning divers other
Sums of Money before that time due and
owing from the said William Hogg to
the said John and then being in
arrear and unpaid and upon that
accounting the said William Hogg was
then and there found to be in arrear

and

and indebted to the said John in the further
Sum of Two Thousand Star Pagodas &c
the like lawful Current Money of Madras
And being so found in arrear and indebted
the said William Hogg in consideration &
thereof afterwards to wit on the same day
and year last aforesaid undertook and
then and there faithfully promised the
said John to pay him the said last &
mentioned Sum of Money when he
the said William Hogg should be thereto
afterwards requested Yet the said William
Hogg not regarding his said several promises
and undertakings & to by him in manner
and form aforesaid made but contriving and
fraudulently intending craftily and subtilly
to deceive and defraud the said John 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 John (although &
to do the said William Hogg was requested &
by the said John afterwards to wit on the &
same day and year last aforesaid and &
afterwards at Madras aforesaid
But to pay the same or any part thereof to the
said John the said William Hogg hath
hitherto wholly refused and still doth &
refuse

refuse To the damage of the said John of Two
Thousand Star Pagodas and and therefore he
brings his Suit &c—

And the said William Hogg &
having come by William Light his &
Attorney and having defended the Wrong
and injury when &c. said nothing in bar
or preclusion of the said Action &c the
said John whereby the said John remained
therein undefended against the said William
and by reason whereof a day was given
to the said John in Order that he should &
Come before the Court and verify his said
Plaint and Suit—

at which day being the Twentieth day
Tried Eyre of July in this Term Comes the said John &
by his said attorney whereupon the Justices
of this Court having heard examined and
considered the allegations of the said John
in Respect to the premises and the depositions
of Witnesses adduced by him in support &
thereof have pronounced that the said William
did undertake and promise in Manner
and form as the said John hath above &
thereof complained against him and
that the said William hath not performed

his

Judgment for the Plaintiff on a Verdict in assumpsit

his promises and undertakings in the plaint mentioned or any of them—

And now at this day comes the said John by his said Attorney and prays the Judgment of the Court of and upon the premises and for as much as the said William hath not alledged any thing for Cause why Judgment in this behalf should not be given It is considered and adjudged that the said John recover against the said William for the damages sustained by the said John by occasion of the performance by the said William of his said several promises and undertakings in the said plaint Mentioned the sum of One thousand and eighteen Pagodas and Sixteen fanams and that the said William pay unto the said John for the Costs and Charges of the said John laid out by him about his suit in this behalf the sum of One hundred and Sixteen Pagodas and twenty three fanams which damages Costs and Charges Amount to One thousand two hundred and thirty four Pagodas and thirty Nine fanams and the said William in Mercy &c.

Judgment signed for the Plaintiff the 21st July 1807

Mercy

Third Term 1807

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Stranger, Knight, Chief Justice — The Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights, His Majesty's Justices of the Supreme Court of Judicature at Madras of this Third Term in the Year one thousand eight hundred and Seven —

Madras, to wit. John Hunter puts in his place Daniel Neale his attorney against William Abbatt in a Plea of Trespass on the Case —

Madras, to wit, The said William Abbatt puts in his place Gilbert Ricketts his attorney at the Suit of the said John Hunter in the Plea aforesaid —

Madras to wit Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and Seven Before the Supreme Court of Judicature at Madras came John Hunter by Daniel Neale his attorney and brought into the said Court, then there his certain Plaint against William Abbatt in a Plea of Trespass on the Case and there are Pledges to Prosecute to wit John Doe and Richard Roe Which said Plaint followes in these words that is to say

Madras

Third Term 1807

441

Plaint in assumpsit filed 4th April 1807

Madras to Wit. John Hunter Esq Daniel Neale his Attorney Complains of William Abbott who is a British and as such a Person subject to the Jurisdiction of this Honorable Court of a Plea of trespass on the Case. For that Whereas heretofore to wit on the fifth day of January in the Year of our Lord One thousand Eight hundred and Seven at Madras one William Hogg 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 there and there delivered the said Note to the said William Abbott By which said Note the said William Hogg two Months after the date thereof promised to pay to the said William Abbott (by the name and addition of Wm Abbott Esqre or order the Sum of Two hundred and Seventy five Star Pagodas for value received and the said William Abbott to whom or to whose order the said Sum of Money in the said Note specified was by the said Note appointed to be paid after the making of the said Note and before the payment of the said Sum of Money therein specified to wit on the same day and Year aforesaid at Madras aforesaid indorsed

the

the said Note his own proper hand being to
such indorsement subscribed and by that
indorsement ordered and appointed the
Contents of the said Note to be paid to the said
John and then and there delivered the said
Note so indorsed as aforesaid to the said John
and the said John avers that afterwards
and when the said Note became due and
payable according to the tenor and effect
thereof to wit on the Seventh day of March in
the Year aforesaid at Madras aforesaid the said
Note so indorsed as aforesaid was presented
and shewn to the said William Hogg and the
said William Hogg then and there had Notice
of the said indorsement so made on the said
Note as aforesaid and was then and there
requested to pay the said Sum of Money therein
specified but that the said William Hogg did not
nor would at the time of such presentment as
aforesaid or at any time afterwards pay the
said Sum of Money specified in the said Note
or any part thereof but wholly refused and
neglected so to do of which presentment refusal
and neglect as aforesaid the said William
Abbott afterwards to wit on the Ninth day of
the same Month of March in the Year
aforesaid

aforesaid at Madras aforesaid had Notice By reason whereof and by force of the Statute in such Case made and provided the said William Abbott became liable to pay to the said John the said Sum of Money in the Note specified when he the said William Abbott should be thereto afterwards requested and being so liable the said William Abbott in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said Sum of Money in the said Note specified when he the said William Abbott should be thereto afterwards requested And Whereas the said William Abbott afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said John in the Sum of six hundred Star Pagodas of the lawful Current Money of Madras, for Money by the said John before that time lent and advanced to the said William Abbott and at his special instance and request And being so indebted the said William Abbott 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

said John to pay him the said last mentioned
Sum of Money when he the said William
Abbott should be thereto afterwards requested
And Whereas the said William Abbott &
afterwards to wit on the same Day and Year
last aforesaid at Madras aforesaid was &
indebted to the said John in the Sum then
Sum of Six hundred Star Pagodas of the
like lawful Current Money of Madras of
Madras for Money by the said John before
that time laid out expended and paid for
the said William Abbott and at his like
Special instance and request And being so indebted
the said William Abbott in consideration thereof
afterwards to wit on the same Day and Year
last aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said
John to pay him the said last mentioned
Sum of Money when he the said William
Abbott should be thereto afterwards requested
And Whereas the said William Abbott &
afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid accounted &
with the said John of and concerning divers
other Sums of Money before that time due &
and owing from the said William Abbott to
the

1809

Supreme Court
Judgment Roll
Third Term 1809

In

Section 19

8/50
40
10

the said John and Thew being in arrear and unpaid and upon that accounting the said William Abbott was then and there found to be in arrear and indebted to the said John in the further Sum of Six hundred Star Pagodas of the like lawful Current Money of Madras. And being so found in arrear and indebted the said William Abbott in consideration thereof afterwards to wit on the same day and Year last aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned Sum of Money when he the said William Abbott should be thereto afterwards requested. Yet the said William Abbott 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 John 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 John (although so to do the said William Abbott was requested by the said John afterwards to wit on the same

day

day and Year last aforesaid and oftentimes afterwards at Madras aforesaid) But to pay the same or any part thereof to the said John the said William Abbott hath hitherto wholly refused and still doth refuse. To the damage of the said John of Six hundred Star Pagodas and therefore he brings his Suit &c.

imparlance

And afterwards that is to say in the Vacation after the said Second Term of the said Year One Thousand eight hundred and Seven the said William by Gilbert Richetts his Attorney comes and defends the wrong and injury when &c. and says that he did not undertake or promise in manner and form as the said John hath above thereof complained against him and this he prays may be enquired of by the Court &c—

Plea filed 28th April 1807

Issue joined 13th June 1807

And the said John doth the like—

Plea retracted & Cognovit filed 1st august 1807

Afterwards that is to say on the Twenty Second day of July in the Third Term of the said Year One thousand Eight hundred and Seven come the Parties aforesaid by their respective Attornies aforesaid and the said William relinquishing his said plea by him above pleaded saith that he cannot

deny the said Action of the said John nor but that he the said William did undertake and promise in manner and form as the said John hath above thereof complained against him nor but that he the said William hath failed in the performance of his several promises and undertakings in the Plaint mentioned. Whereupon the said John prays judgment in the premises and that the damages sustained by him by occasion of the Non performance by the said William of the said several promises and undertakings in the said Plaint mentioned together with the Costs and charges of the said John laid out by him about his suit in this behalf may be adjudged to him &c.

Judgment by Cognovit

And forasmuch as it is alleged and proved and manifestly appears to the Court here that the said John hath sustained damages by the occasion aforesaid (and over and besides his said Costs and Charges) to the Sum of Two Hundred and Eighty four Star Pagodas and Thirty four Fanams. It is considered and adjudged that the said John recover against the said William his damages aforesaid to the said Sum of Two Hundred and Eighty four Star Pagodas and Thirty four Fanams. And that the said William

Judgment signed for the Plaintiff the 1st Day of August 1807.

pay

pay unto the said John for his said Costs and
Charges the Sum of One hundred and Two
Pagodas and Fourteen Fanams Which damages
Costs and Charges amount to Three hundred and
Eighty Seven Star Pagodas and Three Fanams
and that said William in Mercy &c.

Mercy

Third Term 1807

449

150

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras, of the Third Term in the Year of Christ one thousand eight hundred and Seven -

Fort St. George Madras } Timothy Fairclaim on the demise of Pareaspauliam Muttiah Pillay puts in his Place James Sutherland his Attorney against Jonathan Shamtille in a Plea of Trespass and Ejectment -

Fort St. George Madras } Jonathan Shamtille in his own proper Person at the Suit of the said Timothy Fairclaim, in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Third Term in the Year one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came Timothy Fairclaim by James Sutherland his attorney and brought into the said Court, then there his certain Plaint against Jonathan Shamtille in a Plea of Trespass and Ejectment, 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

Plaint in Cechman's
filed July 18th 1807

Fort St George Madras. Timothy Fairclaim by James Sutherland his Attorney complaining of Jonathan Shawtitle being a British subject and as such a person liable to the Jurisdiction of this Honorable Court For That one Parapaulium Moothiah Pilly heretofore to wit on the first day of January in the year One thousand Eight hundred and Seven had demised granted and to farm let unto the said Timothy five Messuages with the outhouses and appurtenances thereunto belonging situate lying and being at Pedda Naicks Pettah in the Black Town of Madras and within the limits as fixed for the Jurisdiction of this Honble Court To have and to hold the said premises from the said first day of January in the year aforesaid for during and unto the full end and term of five years from thence next ensuing and fully to be compleat and ended by virtue of which said demise the said Timothy entered into the said premises and was possessed thereof until the said Jonathan afterwards to wit on the Second day of January in the year aforesaid with force and arms &c. entered on the premises aforesaid with the appurtenances in the possession of the said Timothy and them and there ejected drove out and removed the said Timothy from his said farm his said Term

Therein

thereind not being yet ended and from the said
Timothy do ejected drove out and removed Smith
kept out and still doth keep from his possession
thereof and other injuries to him then and
there did against the peace of our Lord the
King and to the damage of the said Timothy
of Five Hundred Star Pagodas and therefore
he brings suit &c—

Judgment against
Def Cannot Gector

AND now at this day that is to say
on the Twenty eighth day of July in the Third
Term in the Year One Thousand eight Hr
Hundred and Seven until which day the
said Jonathan had leave to imparl to the
said Plaint and then and there to answer
the same come as well the said Timothy
by his Attorney aforesaid as the said Jonathan
in his own proper person and the said
Jonathan defends the force and injury when
&c and says nothing in bar or preclusion of
the said Action of the said Timothy Whereby
the said Timothy remains thereon undefended
against the said Jonathan Therefore it is
considered that the said Timothy recover &c
against the said Jonathan and his said Sureties
yet to come of and in the premises aforesaid

Judgment signed
for the Lessor
of the Plaintiff
the 1st day of
August 1807

with the Appurtenances and also his damages sustained by reason of the Trespass and Ejectment aforesaid and thereupon the said Timothy freely here in Court remits to the said Jonathan all such damages Costs and Charges as might or ought to be adjudged to him the said Timothy by reason of the Trespass and Ejectment aforesaid Therefore &c let the said Jonathan be acquitted of those damages Costs and Charges &c and thereupon the said Timothy prays the Writ of our Lord the King to be directed to the Sheriff of Madras to cause him to have Possession of his said Term yet to come of and in the Premises aforesaid with the Appurtenances and it is granted to him Returnable here on the eighth day of August instant—

Writ of Possession issued on the 1st August 1807

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Seven—

Fort St George Madras } John Doe on the demise of Myla Soobraya Modelly puts in his place James Sutherland his attorney against Richard Roe in a Plea of Trespass and Ejectment &c—

Fort St George Madras } The said Richard Roe in his own proper person & 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 Seven before the Supreme Court of Judicature at Madras came John Doe by James Sutherland his attorney and brought into the said Court then there his certain Plaint against Richard Roe in a Plea of Trespass and Ejectment, and there are Pledges to prosecute &c. to wit, John Den and Richard Fen, which said Plaint follows in these words, that is to say

Fort St George

456 Third Term 1809

Plaint in Ejectment filed April 12th 1809

Fort St George Madras. John Doe by James Sutherland his Attorney complains of Richard Roe being a British subject and as such a person liable to the Jurisdiction of this Honble Court For that Myla Soobroya Moodelly on the Second day of February in the year One thousand Eight hundred and Seven at Madras aforesaid had demised granted and to farm let to the said John Twenty Cawnies Arable Land Twenty Cawnies of Garden Ground and Fifty Cawnies of other Ground with the Appurtenances situate lying and being in the Village of Poradewenkum within the limits as fixed for the Jurisdiction of this Honble Court To have and to hold the same with the Appurtenances to the said John from the said Second day of February in the Year aforesaid for and during and unto the full end and term of Five Years from thence next ensuing and fully to be 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 said Second day of February in the Year aforesaid with force and arms &c entered into the

said premises with the Appurtenances which he
the said Myla Soobroya Moodelly demised to the
said John in manner aforesaid for the term so
aforesaid which is not yet expired, and ejected drove
out and removed the said John out of his said farm
and other injuries to him then and there did &c
against the peace of our Lord the King to the
damage of the said John of Three hundred &c
Pagodas and therefore he brings Suit &c.

AND now at this day, that is to say
on the twenty first day of July in the Third Term
in the year one thousand eight hundred and
seven until which day the said Richard had
leave to imparl to the said Plaint, and then
and there to answer the same came as well
the said John by his Attorney aforesaid as the
said Richard in his own proper person and
the said Richard defends the force and injury
when &c and says nothing in bar or preclusion of the
said action of the said John whereby the said John
remains therein undefended against the said
Richard. Therefore it is considered that the said
John recover against the said Richard his said
Term yet to come of and in the premises aforesaid
with the Appurtenances and also his damages &c
sustained by reason of the Trespass and Ejectment
aforesaid

Judgment against the Casual Ejector

Judgment signed for the Lessor of the Plaintiff the 4th. August 1807

aforesaid and thereupon the said John freely here
in Court remits to the said Richard all such
damages Costs and Charges as might or ought to be
adjudged to him the said John by reason of the
Trespass and Ejectment aforesaid Therefore let the
said Richard be acquitted of those damages Costs
and Charges &c And thereupon the said John
prays the Writ of our Lord the King to be directed to
the Sheriff of Madras to cause him to have possession
of his said term yet to come of and in the premises
aforesaid with the Appurtenances and it is
granted to him Returnable here on the thirteenth day of
August instant —

Writ of Possession
issued on the
4th day of August
1807

460

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesties Justices of the Supreme Court of Judicature at Madras of the Third Term in the year one thousand eight hundred and seven –

Madras to wit John Hunter puts in his place Daniel Neale his attorney against Benjamin Roebuck in a Plea of Trespass on the case –

Madras to wit The said Benjamin Roebuck puts in his place Gilbert Ricketts his attorney at the Suit of the said John Hunter in the Plea aforesaid –

Madras to wit Be it remembered that in the Second Term in the year of our Lord one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came John Hunter by Daniel Neale his attorney and brought into the said Court then there his Certain Plaint against Benjamin Roebuck in a Plea of Trespass on the Case, 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

Plaintiff's Pamphlet filed 4th April 1807 -

Madras to wit. John Hunter by Daniel N Dale his Attorney Complains of Benjamin Roebuck a British Subject and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea of trespass on the Case For that Whereas heretofore to wit on the eighth day of January in the Year of Our Lord One thousand eight hundred and Seven at Madras certain Persons using Commerce at Madras under the Names and by the Style and Firm of Abbott and Maitland made their certain note in writing commonly called a Promissory Note their Names Style and Firm aforesaid being thereunto Subscribed and bearing date the day and Year aforesaid and then and there delivered the said Note to the said Benjamin By which said Note the said Persons using Commerce as aforesaid under the Names and by the Style and Firm of Abbott and Maitland promised at Sixty six days after the date thereof to pay to the said Benjamin (by the Name and addition of Benj.n Roebuck Esq.r) or Order four thousand Star Pagodas for value received — And the said Benjamin to whom or to whose Order the said Sum of Money in the said Note specified was by the said Note appointed to be

be paid after the making of the said Note and &c
before the payment of the said Sum of Money &c
therein specified to wit on the day and year aforesaid
at Madras aforesaid indorsed the said Note his own
proper hand being to such indorsement subscribed
and by that indorsement ordered and appointed the
contents of the said Note to be paid to the said John
and then and there delivered the said Note so &c
indorsed as aforesaid to the said John And the said
John avers that afterwards and when the said Note
became due and payable according to the tenor &c
and effect thereof to wit on the Seventh day of
March in the year aforesaid at Madras aforesaid
the said Note so indorsed as aforesaid was &c
presented and shewn to the said Persons &c
using Commerce as aforesaid under the Names
and by the Style and Firm of Abbott and Maitland
and the same Persons using Commerce as
aforesaid under the Names and by the Style
and Firm of Abbott and Maitland then and
there had Notice of the said indorsement &c
made on the said Note as aforesaid and were then
and there requested to pay the contents thereof
but that the said Persons using Commerce as
aforesaid under the names and by the Style and
firm of Abbott and Maitland did not nor would

at

at the time of such presentment as aforesaid or at any time afterwards pay the contents of the said Note or any part thereof but wholly refused and Neglected so to do of all which premises the said Benjamin afterwards to wit on the Ninth day of March in the Year aforesaid at Madras aforesaid had Notice By reason whereof and by force of the Statute in such case made and provided the said Benjamin became liable to pay to the said John the said Sum of Money in the said Note Specified when he the said Benjamin should be thereto afterwards requested And being so liable the said Benjamin in Consideration thereof afterwards to wit on the Same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said Sum of Money in the said Note specified when he the said Benjamin should be thereto afterwards requested And Whereas afterwards to wit on the Sixth day of February in the year aforesaid at Madras aforesaid one William Hogg 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 last aforesaid and then and there delivered the said last Mentioned Note

Note to the said Persons using Commerce as aforesaid under the Names and by the Style and firm of Abbott and Maitland By which said Note last mentioned the said William Hogg promised on the fifth day of March then next to pay to the said Persons using Commerce as aforesaid under the Names and by the Style and firm of Abbott and Maitland (by their Names Style and firm aforesaid and by the addition of Mess.rs Abbott & Maitland) or their order the Sum of Eight hundred and five Star Pagodas for value received And the said Persons using the Names Style and firm aforesaid of Abbott and Maitland to whom or to whose Order the said Sum of Money in the said last mentioned Note specified was by the said last mentioned Note appointed to be paid after the making of the said last mentioned Note and before the payment of the said Sum of Money therein specified to wit on the day and year last aforesaid at Madras aforesaid indorsed the said last mentioned Note their Names Style and firm aforesaid being to such last mentioned indorsement Subscribed and by the said last mentioned indorsement ordered and

approved the Contents of the said last mentioned
Note to be paid to the said Benjamin or to his
Order and there and then delivered the said
Order and there and then delivered the said
last mentioned Note so indorsed as aforesaid
to the said Benjamin and the said Benjamin
to subscribe or to whose Order the said Sum of
Money in the said last mentioned Note is
specified was by the said last mentioned Note
and indorsement to be made after the Making
of the said last mentioned Note and indorse-
ment and before the payment of the said Sum
of Money in the said last mentioned Note is
specified to wit on the day and year last afore-
said at Madras aforesaid indorsed the said
last mentioned Note his own proper hand being
to such last mentioned indorsement subscribed and
by that indorsement Ordered and appointed the Contents
of the said last mentioned Note to be paid to the
said John and there and then delivered the said
last mentioned Note so indorsed as aforesaid to the
said John and the said John avers that afterwards
and when the said last mentioned Note became
due and payable according to the tenor and
effect thereof to wit on the Seventh day of March
in the year aforesaid at Madras aforesaid the
said last mentioned Note so indorsed as
aforesaid was presented and shewn to the

Said

William Hogg and the said William Hogg there
and there had Notice of the said several indorsements
so made on the said last mentioned Note as aforesaid
and was then and there requested to pay the contents
thereof but that the said William Hogg did not nor
would at the time of such Presentment as aforesaid
or at any time afterwards pay the said Sum of
Money in the said last mentioned Note specified
or any part thereof but wholly refused and Neglected
so to do Whereof the said Benjamin afterwards to
wit on the Ninth day of the same Month of
March in the year aforesaid at Madras aforesaid
had Notice By means of which several premises
in this Count mentioned and by force of the
Statute in such case made and provided the said
Benjamin became liable to pay to the said
John the said Sum of Money in the said
last mentioned Note specified when he the
said Benjamin should be thereto afterwards
requested And being so liable the said
Benjamin in consideration thereof afterwards
to wit on the same day and year last afore-
said at Madras aforesaid undertook and then
and there faithfully promised the said John
to pay him the said Sum of Money in the
said last mentioned Note specified when

he the said Benjamin should be thereto afterwards
requested And Whereas the said Benjamin after-
wards to wit on the same day and year last aforesaid
at Madras aforesaid was indebted to the said John
in the Sum of Ten thousand Star Pagodas of the
lawful Current Money of Madras for Money by
the said John before that time lent and advanced
to the said Benjamin and at his special instance
and request And being so indebted the said
Benjamin in consideration thereof afterwards to
wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there
faithfully promised the said John to pay him
the said last mentioned Sum of Money when he
the said Benjamin should be thereto afterwards
requested And Whereas the said Benjamin
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was indebted
to the said John in the further Sum of Ten
thousand Star Pagodas of the like lawful Money
of Madras for Money by the said John before
that time laid out expended and paid for the
said Benjamin and at his like special instance
and request and being so indebted the said
Benjamin in consideration thereof afterwards to
wit on the same day and year last aforesaid at

Madras

Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned Sum of Money when he the said Benjamin should be thereto afterwards requested And Whereas the said Benjamin afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said John of and concerning divers other Sums of Money before that time due and owing from the said Benjamin to the said John and then being in arrear and unpaid and upon that accounting the said Benjamin was then and there found to be in arrear and indebted to the said John in the further Sum of Ten Thousand Star Pagodas of the like lawful Current Money of Madras And being so found in arrear and indebted the said Benjamin in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned Sum of Money when he the said Benjamin should be thereto afterwards requested Yet the said Benjamin 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 John 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 John (although so to do the said Benjamin was requested by the said John afterwards to wit on the same day and year last aforesaid and oftentimes afterwards at Madras aforesaid) But to pay the same or any part thereof to the said John the said Benjamin hath hitherto wholly refused and still doth refuse To the damage of the said John of Ten thousand Star Pagodas and therefore he brings his Suit &c.

Plea filed 28th April 1807

And afterwards that is to say in the Vacation of the said Second Term One thousand eight hundred and Seven the said Benjamin by Gilbert Ricketts his Attorney comes and defends the wrong and injury when &c. and says that he did not undertake or promise in manner and form as the said John hath above thereof complained against him and this he prays may be enquired of by the Court &c.

Issue Joined 13th June 1807

And the said John doth the like.

Afterwards (that is to say) on the twenty Second day of July in this Third term in the Year One thousand Eight hundred and Seven came the parties aforesaid by their respective Attornies aforesaid and the said Benjamin relinquishing his said Plea by him above pleaded saith that he cannot deny the said Action of the said John now but that he the

Plea withdrawn & Cognovit filed 5th August 1807.

said

said Benjamin did undertake and promise in manner and form as the said John hath above thereof Complained against him nor Cast that he the said Benjamin hath failed in the performance of his Several promises and undertakings in the Plaint Mentioned Whereupon the said John prays judgment in the premises and that the damages sustained by him by Occasion of the Nonperformance by the said Benjamin of the said Several promises and undertakings in the said Plaint Mentioned together with the Costs and Charges of the said John laid out by him about his Suit in this behalf may be adjudged to him &c.

Judgment by Cognovit in assumpsit

And for as much as it is alleged and proved and Manifestly appears to the Court here that the said John hath Sustained damages by the Occasion aforesaid (and Over and besides his said Costs and Charges) to the Sum of five thousand and thirty eight Star pagodas and thirty eight fanams It is considered and adjudged that the said John Recover against the said Benjamin his damages aforesaid to the said Sum of five thousand and thirty eight Star pagodas and thirty eight fanams-

Judgment signed for the Plaintiff the 5th day of August 1807-

And

Third Term 1807

And that the said Benjamin pay unto the said John for his said Costs and Charges the Sum of One hundred and twenty Seven Pagodas and thirty One Fanams which damages Costs and Charges Amount to five thousand One hundred and Sixty Six Pagodas and thirty One Fanams and the said Benjamin in Mercy &c.

Mercy

Third Term 1803

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 Third Term in the Year one thousand eight hundred and seven —

Madras to wit John Humber puts in His place Daniel Neal his attorney against William Abbott and Richard Arthur Maitland in a Plea of Trespass on the Case —

Madras to wit The said William Abbott and Richard Arthur Maitland put in their place Gillert Ricketts their attorney at the suit of the said John Humber in the Plea aforesaid —

Madras to wit Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came John Humber by Daniel Neal his attorney and brought into the said Court then there his Certain Plaint against William Abbott and Richard Arthur Maitland in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these Words that is to say

Madras

1774

Third Term 1807

Plaintiff assumpsit filed 4th April 1807

Madras to Wit. John Hunter by Daniel Neale his Attorney complains of William Abbott and Richard Arthur Maitland who are British Subjects and as such Persons subject to the jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas at the several times mentioned in the first three Counts of this Plaint the said William and Richard Arthur exercised trade and commerce as Copartners according to the custom of Merchants under the Names and by the Style and firm of Abbott and Maitland to wit at Madras And Whereas heretofore to wit on the Eight day of January in the Year of our Lord One thousand Eight hundred and seven at Madras aforesaid the said William and Richard Arthur at made their certain Note in Writing commonly called a Promissory Note their Names Style and firm aforesaid being thereunto subscribed and bearing date the day and year aforesaid and then and there delivered the said Note to one Benjamin Roebuck By which said Note the said William and Richard Arthur sixty six days after the date thereof promised to pay to the said Benjamin Roebuck or (by the name and addition of Benjn Roebuck Esqr

Esq.r) or order four thousand Star Pagodas for
value received and the said Benjamin Roebuck
to whom or to whose Order the Payment of the
said Sum of Money in the said Note Specified
was by the said Note to be made after the
making of the said Note and before the Payment
of the said Sum of Money therein Specified to
wit on the day and Year aforesaid at Madras
aforesaid indorsed the said Note his own
proper hand being to such indorsement
subscribed And by that indorsement appointed
the contents of the said Note to be Paid to the
said John and them and them delivered the
said Note So indorsed as aforesaid to the said
John Of which said indorsement So made
on the said Note as aforesaid the said
William and Richard Arthur afterwards to
wit on the day and year aforesaid at Madras
aforesaid had Notice By means whereof and
by force of the Statute in such Case made
and provided the said William and Richard
Arthur became liable to pay to the said John
the said Sum of Money in the said Note
Specified according to the tenor and effect of the
said Note and of the said indorsement

So

do made on the said Note as aforesaid and so being so liable the said William and Richard Arthur in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said Sum of Money in the said Note specified according to the tenor and effect of the Note and of the indorsement so made thereon as aforesaid And Whereas afterwards to wit on the twentieth day of the said Month of January in the Year One Thousand Eight hundred and Seven aforesaid at Madras aforesaid one A. Saravanen 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 last aforesaid and then and there delivered the said last mentioned Note to the said William and Richard Arthur By which said Note last mentioned the said A. Saravanen promised on the fifth day of March then next to pay to the said William and Richard Arthur (by their names Style and Firm aforesaid and by the additional

of

of Messrs Abbott & Maitland) or order the Sum of
Three hundred and Ninety Star Pagodas for
value received and the said William and
Richard Arthur to whom or to whose order
the payment of the said Sum of Money in
the said last mentioned Note Specified was
by the said last mentioned Note to be made
after the making of the said last mentioned
Note and before the payment of the said Sum
of Money therein Specified to wit on the day
and year last aforesaid at Madras aforesaid
indorsed the said last mentioned Note their
names Style and Firm aforesaid being to
such last mentioned indorsement subscribed
And by that indorsement appointed the
Contents of the said last mentioned Note to
be paid to the said John and then and there
delivered the said last mentioned Note so
endorsed as aforesaid to the said John and
the said John avers that afterwards and
when the said last mentioned Note became
due and payable according to the tenor and
effect thereof to wit on the Seventh day of the
said Month of March in the Year aforesaid
at Madras aforesaid the said last mentioned

Note

Note so indorsed as aforesaid was presented and shewn to the said A. Saravanen for Payment by him of the Contents thereof And the said A. Saravanen then and there had Notice of the said indorsement so made on the said last mentioned Note as aforesaid and was then and there requested to pay the said Sum of Money therein specified but that the said A. Saravanen did not nor would at the time of such presentment as aforesaid or at any time afterwards pay the said Sum of Money specified in the said last mentioned Note or any part thereof but wholly refused and neglected so to do of which premises the said William and Richard Arthur afterwards to wit on the Ninth day of the said same Month of March in the Year aforesaid at Madras aforesaid had Notice by means whereof and by force of the Statute in such Case made and provided the said William and Richard Arthur became liable to pay to the said John the said Sum of Money in the said last mentioned Note specified when they the said William and Richard Arthur should be there afterwards requested And being so liable the said William

and Richard Arthur in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said Sum of Money in the said last mentioned note specified when they the said William and Richard Arthur should be thereunto afterwards required And Whereas also afterwards to wit on the fifth day of February in the Year of Christ One Thousand Eight hundred and Seven aforesaid at Madras aforesaid One William Hogg made his certain Note in Writing commonly called a Promissory Note his own proper hand being to such last mentioned Note Subscribed and bearing date the day and Year last aforesaid and then and there delivered the said last mentioned Note to the said William and Richard Arthur By which said last mentioned Note the said William Hogg promised on the fifth day of March then next to pay to the said William Abbott and Richard Arthur (by their Names Style and Firm aforesaid and by the addition of Messrs. Abbott & Maitland) or their order the Sum of Eight hundred and five Star Pagodas for value received and the said William Abbott and Richard Arthur to whose order or to whose order the

£20 Third Lease 1807

the payment of the said Sum of Money in the said last mentioned Note Specified was by the said last mentioned Note to be made after the making of the said last mentioned Note and before the payment of the said Sum of Money therein specified to wit on the day and Year last aforesaid at Madras aforesaid indorsed the said last mentioned Note their Names Style and firm being to such indorsement subscribed and by that indorsement appointed the Contents of the said last mentioned Note to be paid to the said Benjamin Roebuck or to his order and there and there delivered the said last mentioned Note so indorsed as aforesaid to the said Benjamin Roebuck and the said Benjamin Roebuck to whom or to whose order the said Sum of Money in the said last mentioned Note Specified was by the said last mentioned Note and indorsement appointed to be paid after the making of the said last mentioned Note and indorsement and before the payment of the said Sum of Money in the said last mentioned Note Specified to wit on the day and Year last aforesaid at Madras aforesaid indorsed the said last mentioned Note his own proper hand being to such last mentioned endorsement

Subscribed

subscribed and by the indorsement last mentioned
ordered and appointed the Contents of the said
last mentioned Note to be paid to the said John
And there and then delivered the said last
mentioned Note so indorsed as aforesaid to the
said John And the said John avers that after-
wards and when the said last mentioned Note
became due and payable according to the tenor
and effect thereof to wit on the Seventh day of
March in the Year aforesaid at Madras aforesaid
the said last mentioned Note so indorsed as afore-
said was presented and thereon to the said
William Hogg for payment by him of the contents
thereof and the said William Hogg then and
there had Notice of the said several indorsements
so made on the said last mentioned Note as
aforesaid and was then and there requested to
pay the said Sum of Money in the said last
mentioned Note specified but that the said
William Hogg did not nor would at the time
of such presentment as aforesaid or at any time
afterwards pay the said Sum of Money in the
said last mentioned Note specified or any part
thereof but wholly neglected and refused so to do
of all which premises the said William Abbott
and Richard Arthur afterwards to wit on the

Ninth

£20 Third Term 1807

the payment of the said Sum of Money in the said last mentioned Note Specified was by the said last mentioned Note to be made after the making of the said last mentioned Note and before the payment of the said Sum of Money therein specified to wit on the day and Year last aforesaid at Madras aforesaid indorsed the said last mentioned Note their Names Style and Firm being to such indorsement subscribed and by that indorsement appointed the Contents of the said last mentioned Note to be paid to the said Benjamin Roebuck or to his order and there and there delivered the said last mentioned Note so indorsed as aforesaid to the said Benjamin Roebuck and the said Benjamin Roebuck to whom or to whose order the said Sum of Money in the said last mentioned Note Specified was by the said last mentioned Note and indorsement appointed to be paid after the making of the said last mentioned Note and indorsement and before the payment of the said Sum of Money in the said last mentioned Note Specified to wit on the day and Year last aforesaid at Madras aforesaid indorsed the said last mentioned Note his own proper hand being to such last mentioned endorsement

subscribed

subscribed and by the indorsement last mentioned ordered and appointed the Contents of the said last mentioned Note to be paid to the said John And then and there delivered the said last mentioned Note so indorsed as aforesaid to the said John And the said John avers that afterwards and when the said last mentioned Note became due and payable according to the tenor and effect thereof to wit on the Seventh day of March in the Year aforesaid at Madras aforesaid the said last mentioned Note so indorsed as aforesaid was presented and Shewn to the said William Hogg for payment by Virtue of the contents thereof and the said William Hogg then and there had Notice of the said several indorsements so made on the said last mentioned Note as aforesaid and was then and there requested to pay the said Sum of Money in the said last mentioned Note specified but that the said William Hogg did not nor would at the time of such presentment as aforesaid or at any time afterwards pay the said Sum of Money in the said last mentioned Note specified or any part thereof but wholly neglected and refused so to do of all which premises the said William Abbott and Richard Arthur afterwards to wit on the

Ninth

Ninth day of the same Month of March in the Year aforesaid at Madras aforesaid had Notice By means whereof and by force of the Statute in such Case made and provided the said William Abbott and Richard Arthur became liable to pay to the said John the said Sum of Money in the said last mentioned Note specified when they the said William Abbott and Richard Arthur should be thereto afterwards requested And being so liable the said William Abbott and Richard Arthur in consideration thereof afterwards to wit on the same day and Year last mentioned at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said Sum of Money in the said last mentioned Note specified when they the said William Abbott and Richard Arthur should be thereto afterwards requested And Whereas the said William Abbott and Richard Arthur afterwards to wit on the same day and Year last aforesaid at Madras aforesaid were indebted to the said John in the Sum of Ten Thousand Star Pagodas of the lawful Current Money of Madras for Money by the said John before that time lent and advanced to the said William

Abbott

Abbott and Richard Arthur and at their Special instance and request and being so indebted the said William Abbott and Richard Arthur in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said John to pay him the said last Mentioned Sum of Money when they the said William Abbott and Richard Arthur should be thereto afterwards requested, and Whereas the said William Abbott and Richard Arthur afterwards to wit on the same day and Year last aforesaid at Madras aforesaid were indebted to the said John in the further Sum of Ten Thousand Star Pagodas of the like lawful Current Money of Madras for Money by the said John before that time laid out expended and paid for the said William Abbott and Richard Arthur and at their like special instance and request and being so indebted the said William Abbott and Richard Arthur in consideration thereof afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned Sum of Money when they the said William Abbott

and

and Richard Arthur should be thereto after-
wards requested And Whereas also the said
William Abbott and Richard Arthur after-
wards to wit on the Same Day and Year last
aforesaid at Madras aforesaid were indebted to
the said John in the further Sum of Ten
Thousand Star Pagodas of the like lawful &
current Money of Madras, for Money by the
said William Abbott and Richard Arthur
before that time had and received to the use
of the said John and being so indebted the said
William Abbott and Richard Arthur in
consideration thereof afterwards to wit on
the Same Day and Year last aforesaid, at
Madras aforesaid undertook and them and
there faithfully promised the said John to pay
him the said last mentioned Sum of Money
when they the said William Abbott and Richard
Arthur should be thereto afterwards requested
And Whereas the said William Abbott
and Richard Arthur afterwards to wit on the
Same day and Year last aforesaid at Madras
aforesaid accounted with the said John &c
and concerning divers other Sums of Money &
before that time due and owing from the said &c

William

William Abbott and Richard Arthurn to the said
John and then being in arrear and unpaid and
upon that accounting the said William Abbott
and Richard Arthurn were then and there found
to be in arrear indebted to the said John in the
further Sum of Ten Thousand Star Pagodas
of the like lawful current Money of Madras.
And being so found in arrear and indebted
the said William Abbott and Richard Arthurn
in consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid undertook and then and there faith-
fully promised the said John to pay him
the said last mentioned Sum of Money when
they the said William Abbott and Richard
Arthurn should be thereto afterwards requested
Yet the said William Abbott and Richard
Arthurn 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
John in this behalf have not now hath either
of them Yet paid the said Several Sums of
Money or any or either of them or any part
thereof

thereof to the said John although so to do the said William Abbott and Richard Arthur were requested by the said John aforesaid to wit on the same day and year last aforesaid and oftentimes afterwards at Madras aforesaid but to pay the same or any part thereof to the said John the said William Abbott and Richard Arthur have and each of them hath hitherto wholly refused and still do and each of them doth refuse To the damage of the said John of Ten Thousand Star Pagodas and therefore he brings his suit &c.

Plea filed 28th April 1807

AND afterwards that is to say in the Vacation after the said Second Term One Thousand eight hundred and Seven the said William and Richard Arthur by Gilbert Ricketts their Attorney came and defend the wrong and injury when &c and say that they did not undertake or promise in manner and form as the said John hath above thereof complained against them and of this they pray may be inquired of by the Court &c.

Replication filed 13th June 1807

AND the said John doth the like.

AFTERWARDS that is to say on the twenty Second day of July in this Term Came the

Plea retracted & Cognovit filed 5th August 1807

the parties aforesaid by their respective attornies aforesaid — And the said William and Richard Arthur Relinquishing their said Plea by them above pleaded say that they cannot deny the said Action of the said John nor but that they the said William and Richard Arthur did undertake and promise in manner and form as the said John hath above thereof Complained against them nor but that they the said William and Richard Arthur have failed in the performance of their Several promises and undertakings in the Plaint Mentioned Whereupon the said John prays Judgment in the premises and that the damages Sustained by him by Occasion of the Non performance by the said William and Richard Arthur of their said Several promises and undertakings in the said Plaint Mentioned together with the Costs and charges of the said John Laid out by him about his Suit in this behalf may be adjudged to him &c.

Judgment by Cognovit in Assumpsit

And for as much as it is alleged and proved and Manifestly appears to the Court here that the said John hath Sustained damages by the Occasion aforesaid (and over and besides his said Costs and charges) to the Sum of five Hundred and thirty eight Pagodas and thirty

eight

Third Term 1809

Judgment signed for the Plaintiff the 5th day of August 1809

eight Fanams - It is Considered and adjudged that the said John Vecondr against the said William and Richard Arthurs his damages aforesaid to the said Sum of five thousand and thirty eight Pagodas and thirty eight Fanams And that the said William and Richard Arthurs pay unto the said John for his said Costs and Charges the Sum of One hundred and thirty five Pagodas and forty Fanams which damages Costs and Charges Amount to five thousand One hundred and Seventy four Pagodas and thirty four Fanams and the said William and Richard Arthurs in Mercy &c.

Mercy

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and seven -

Fort St. George Madras } Paupammah puts in her place James Sutherland her attorney against Palapalthee Venkammah in a Plea of Trespass on the case -

Fort St. George Madras } The said Palapalthee Venkammah in her person at the Suit of the said Paupammah 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 Judicature at Madras came Paupammah by James Sutherland her attorney and brought into the said Court then there her certain Plaint against Palapalthee Venkammah in a Plea of Trespass on the case and thereare Pledges to prosecute to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Plaint in assumpsit filed 3d November 1806

Hilary Term 1807

491

Fort St George Madras Pauparammah by James Sutherland her Attorney complains of Pattapathee Venkarammah being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court For that Whereas the said Venkarammah heretofore to wit on the First day of October In the year One thousand Eight Hundred and Six at Madras aforesaid was indebted to the said Pauparammah in the Sum of Three Hundred Star Pagodas Current Money of Madras for so much Money by the said Pauparamma made before that time lent and advanced to the said Venkarammah at her special instance and request and being so indebted the said Venkarammah in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Pauparammah faithfully promised to pay the said Sum of Money when she the said Venkarammah should be thereto afterwards requested And Whereas the said Venkarammah, afterwards, to wit, on the same day and year aforesaid at Madras aforesaid was indebted to the said Pauparammah in other Three Hundred Star Pagodas of like Current Money for Money by the said Venkarammah, before that time had and

Received

Thirteen 1804

received to the use of the said Pangammah and being
so indebted She the said Venkammah in consideration
thereof afterwards, to wit, on the same day and
year aforesaid, at Madras aforesaid, undertook and
faithfully promised the said Pangammah to pay
her the said last mentioned Sum of Money when
she the said Venkammah should be thereto afterwards
requested And Whereas also the said Venkammah
afterwards to wit on the same day and year
aforesaid at Madras aforesaid accounted together
with the said Pangammah of and concerning
divers other Sums of Money before that time
due and owing from the said Venkammah
to the said Pangammah and then being in
arrear, and unpaid and upon which account
the said Venkammah was then and there
found in arrear and indebted to the said
Pangammah in another large Sum of Money
to wit the Sum of other Three Hundred Star
Pagodas of like Current Money of Madras
and being so found in arrear and indebted
She the said Venkammah 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 Pangammah to pay her the said last

mentioned

1803

Supreme Court

Judgment Roll

~~Second Term Third Term~~ Third Term

Session 22d

Pleas before the Honble Sir Thomas Andrew Stange, Knight, Chief Justice - and the Honble Sir Benjamin Sullivan Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and seven -

Madras to wit - Codoongore Appoo Pillay puts in his place Daniel Neale his attorney against Mittaragoondam Veerana Battar and Teetaury Veerana Battar - in a Plea of Trespass on the Case -

Madras to wit - The said Mittaragoondam Veerana Battar and Teetaury Veerana Battar in their Proper Person at the Suit of the said Codoongore Appoo Pillay in the Plea aforesaid

Madras to wit Be it remembered that as of the Second Term one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Codoongore Appoo Pillay by Daniel Neale, his attorney and brought into the said Court then there his certain Plaint against Mittaragoondam Veerana Battar and Teetaury Veerana Battar in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

526 Third Term 1807

Plaint in Assumpsit filed 7th May 1806

Madras to wit Cadoongore Appoo Pillay by Daniel Neale his Attorney Complains of Mittar-ragoondarm Veerana Battar and Teetaurry Veerana Battar who are Hindoo Inhabitants of Madras and as such Persons subject to the jurisdiction of this Honorable Court For that Whereas heretofore to wit on the Twenty Fifth day of September which was in the Year of our Lord One thousand eight hundred and five at Madras the said Mittar-ragoondarm Veerana Battar and Teetaurry Veerana Battar made their certain Instrument in Writing in the Malabar Language purporting to be and commonly called a Mortgage Bond their own proper hands being thereunto subscribed and bearing date the day and Year aforesaid and then and there delivered the same Instrument in Writing to the said Appoo by which said Instrument in Writing the said Mittarragoondarm Veerana Battar and Teetaurry Veerana Battar Acknowledged that on the day of the making thereof they had in consequence of their urgent occasion borrowed and received of the said Appoo the Sum of Four hundred and fifty Star Pagodas Current Money of Madras and did thereby engage to repay the same Sum on or before the thirtieth day of January which should be in the Year One thousand eight hundred

and Six 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 such Heathens the said Mittanagoondam Veerana Battar
and Seetanny Veerana Battar became liable to pay to the said
Appoo 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 Mittanagoondam Veerana Battar
and Seetanny Veerana Battar in Consideration
thereof afterwards to wit on the same twenty Sixth
day of September in the year One thousand eight
hundred and five aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Appoo 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 Mittanagoondam Veerana Battar
and Seetanny Veerana Battar afterwards to
wit on the Twentieth day of March in the year
of Christ One thousand eight hundred and six
aforesaid at Madras aforesaid were indebted
to the said Appoo in the Sum of One thousand
Star Pagodas of the Current Money of Madras
for Money by the said Appoo before that time
lent and advanced to the said Mittanagoondam
Veer-

Veerana Battar and Teetaney Veerana Battar
and at their special instance and request And
being so indebted the said Mittaragoondan
Veerana Battar and Teetaney Veerana Battar
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 Appoo to
pay him the said last mentioned Sum of
Money when they the said Mittaragoondan
Veerana Battar and Teetaney Veerana Battar
should be thereto afterwards requested And
Whereas the said Mittaragoondan Veerana
Battar and Teetaney Veerana Battar afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said
Appoo of and concerning divers other Sums of
Money before that time due and owing from
the said Mittaragoondan Veerana Battar and
Teetaney Veerana Battar to the said Appoo and
then being in arrear and unpaid and upon
that accounting the said Mittaragoondan
Veerana Battar and Teetaney Veerana Battar
were then and there found to be in arrear and
indebted to the said Appoo in the further Sum

of One thousand Star Pagodas of the like Current
Money of Madras And being so Joined in arrear
and indebted the said Mittaragoondam Veerana
Battar and Seetanny Veerana Battar in the
Consideration thereof afterwards to wit on the
Same day and Year last aforesaid at Madras
aforesaid undertook and then and there faithfully
fully promised the said Appoo to pay him
the said last mentioned Sum of Money when
they the said Mittaragoondam Veerana Battar
and Seetanny Veerana Battar should be thereto
afterwards requested - Yet the said Mittaragoondam
Veerana Battar and Seetanny Veerana Battar
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 Appoo in this
behalf have not nor hath either of them yet
paid the said several Sums of Money
or any or either of them or any part thereof to
the said Appoo (although so to do the said
Mittaragoondam Veerana Battar and Seetanny
Veerana Battar were requested by the said

Appoo

Appoo afterwards to wit on the same Day and Year
said aforesaid and oftentimes afterwards at &c
Madras aforesaid) Did to pray the same or
any part thereof to the said Appoo the said &c
Mittarayoondarr Veerana Battar and Seetaury
Veerana Battar have and each of them hath
hitherto Wholly refused and still do and each
of them doth refuse To the damage of the said
Appoo of One thousand Star Pagodas and therefore
he brings his Suit &c

And the said Mittarayoondarr
Veerana Battar and Seetaury Veerana Battar
having come by Fawned Disney their attorney
and having defended the wrong and injury
when &c said Nothing in bar or preclusion
of the said Action of the Codoongore Appoo &
Pilay Wherefore a day was given to the said
Codoongore Appoo Pilay in order that he should
come before the Court and Verify his said
Plaint and Suit -

At which day being the Twentieth
day of July in this Term comes the said
Codoongore Appoo Pilay by his said Attorney
and the Justices of this Court having heard
examined and considered the allegations of

Seid Caparte

allegations of the said Codoongove Appoo Pillay and the depositions of the Witnesses adduced by him in Respect to the premises have found and do pronounced that the said Mittaragoondam Veerana Battan and Teetauny Veerana Battan did undertake and promise in manner and form as the said Codoongove Appoo Pillay hath above thereof complained against them -

And now at this day comes the said Codoongove Appoo Pillay and prays Judgment of and upon the premises and that his damages sustained by occasion of the Nonperformance by the said Mittaragoondam Veerana Battan and Teetauny Veerana Battan of their said several promises and undertakings 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 Codoongove Appoo Pillay recover against the said Mittaragoondam Veerana Battan and Teetauny Veerana Battan for his damages aforesaid the Sum of Five hundred and fifty Star Pagodas and Thirty six Fanams and that the said Mittaragoondam Veerana Battan and Teetauny Veerana Battan pay &c unto

Judgment signed for the Plaintiff the 10th. day of August 1807 -

unto the said Kodoongore Appoo Pillay for
his said Costs and Charges the Sum of One Se
hundred and eleven Star Pagodas and Thirteen
Fanams which damages Costs and Charges
amount to six hundred and Sixty two Star
Pagodas and Four Fanams and the said
Mittaragoordam Veeranna Battan and Teetamy
Merey Veeranna Battan in Merey &c.

Third Term 1807

533

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - and the Honble Sir Benjamin Sullivan Knight one of His Majesty Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Seven -

Madras to wit Goncarcondah Mungapah Naick puts in his place Daniel Neale his attorney against Richard Dillon Esqr in a Plea of Trespass on the Case -

Madras to wit - The said Richard Dillon puts in his Place Robert orme his attorney at the Suit of the said Goncarcondah Mungapah Naick in the Plea aforesaid - -

Madras to wit Be it remembered that on the 18th day of October as of the Fourth Term in the Year of our Lord one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Goncarcondah Mungapah Naick by Daniel Neal his attorney and brought into the said Court then there his Certain Plaint against Richard Dillon 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

Plaintiffs Complaint
Filed 13th October
1806–

Madras to wit. Goncarcondah Mungapah
Naick by Daniel Neale his attorney Complains
of Richard Dillon Esqr. being a British Subject
and as such subject to the Jurisdiction of this Honorable
Court of a Plea of Trespass on the Case For Hrat Whereas
the said Richard heretofore to wit on the Seventeenth of
day of January in the Year of our Lord One thousand
Seven hundred and Eighty eight to wit at Madras
made his Certain Note or Instrument in Writing of
Commonly called a Promissory Note bearing date the
day and year aforesaid his own proper hand and
Name being thereunto set and Subscribed &c
And the said Richard thereby acknowledged to have
Borrowed and Received of the said Goncarcondah
Mungapah Naick (by the Name and Description
of Gannerlawnda Mungapah) the Sum of Eight
hundred and Ninety four (894 10) Madras Pagodas
For Sanams which Sum the said Richard by his
said Note then and there promised to pay unto the
said Goncarcondah Mungapah Naick on Demand
and then and there delivered the said Note to the
said Goncarcondah Mungapah Naick whereby and
by means of which said several Premises and by
force of the Statute in such Case made and provided
the said Richard became liable to pay to the said
Goncarcondah Mungapah Naick 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 Richard 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 Goncarcondah Mungapah Naick 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 Richard afterwards to wit on the first day of September in the Year of our Lord One thousand eight hundred and six at Madras aforesaid was indebted to the said Goncarcondah Mungapah Naick in the Sum of Five thousand Star Pagodas lawful current Money of Madras, for Money by the said Goncarcondah Mungapah Naick before that time lent and advanced to the said Richard and at his special instance and request. And being so indebted he the said Richard 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 Goncarcondah Mungapah Naick to pay him the said last mentioned Sum of Money when he the said Richard

should be thereto afterwards requested And Whereas
the said Richard afterwards to wit on the same
Day and Year last aforesaid at Madras aforesaid,
was indebted to the said Gonvarcondah Mungapah
Naick in the further Sum of Five thousand
Star Pagodas of like lawful Current Money of the
Madras, for Money by the said Gonvarcondah
Mungapah Naick before that time laid out &
expended and paid for the said Richard and at
his like special instance and request. And
being so indebted he the said Richard 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 Gonvarcondah Mungapah
Naick to pay him the said last mentioned
Sum of Money when he the said Richard should
be thereto afterwards requested And Whereas also the
said Richard afterwards to wit on the same Day
and Year last aforesaid, at Madras aforesaid, was
indebted to the said Gonvarcondah Mungapah Naick
in the further Sum of Five thousand Star
Pagodas of like lawful Current Money of Madras,
for Money by the said Richard before that
time had and received to the use of the said

Gonvarcondah

Goncarcondah Mungapah Naick And being so indebted he the said Richard 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 Goncarcondah Mungapah Naick to pay him the said last mentioned Sum of Money, when he the said Richard should be thereto afterwards requested And Whereas the said Richard afterwards, to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Goncarcondah Mungapah Naick of and concerning diverse other Sums of Money before that time due and owing from the said Richard to the said Goncarcondah Mungapah Naick and then being in arrear and unpaid and upon that accounting the said Richard was then and there found to be in arrear and indebted to the said Goncarcondah Mungapah Naick in the further Sum of Five thousand Star Pagodas of like lawful current Money of Madras. And being so found in arrear and indebted as last aforesaid he the said Richard in consideration thereof afterwards, to wit on the same day and year last aforesaid at Madras aforesaid undertook and then

faithfully promised the said Gonravondah &
Murgapah Naick to pay him the said last &
mentioned Sum of Money when he the said
Richard should be thereto afterwards requested
Yet the said Richard not regarding the said
several promises and undertakings &c by him in
manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly to
deceive and defraud the said Gonravondah &
Murgapah Naick 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 &
Gonravondah Murgapah Naick (although so to
do the said Richard was requested by the said
Gonravondah Murgapah Naick afterwards to wit
on the same day and year last aforesaid and &
afterwards at Madras aforesaid) But
often times afterwards to pay the same or any part thereof to the said &
Gonravondah Murgapah Naick he the said
Richard hath hitherto wholly refused and still &
doth refuse To the damage of the said Gonra-
vondah Murgapah Naick of Five thousand Star
Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the &
Vacation of the fourth Term one thousand eight &
Hundred and Seven until which term the said

imparlance

5/10

Third Term 1807

Richard had leave to impart to the said Plaint and
then to answer the same and saith the
said Goncarcondah Murugapah Naick by his
said Attorney as the said Richard by his said
Attorney - and the said Richard defends the wrong
and injury when &c and says that he did not
undertake and promise in manner and form
as the said Goncarcondah Murugapah Naick hath
above thereof complained against him and of this
he puts himself upon the Court &c And for
further plea in this behalf the said Richard by
Leave of the Court here for this purpose first
had and obtained according to the form of
the Statute in such case made and provided
says That the said Goncarcondah Murugapah
Naick ought not to have or maintain his
aforesaid Action thereof against him because
he saith That he did not undertake and
promise at any time within six Years
next before the day of filing the Plaint of the
said Goncarcondah Murugapah Naick in
manner and form as the said Goncarcondah
Murugapah Naick hath above thereof complained

Plea filed
6th January 1807

against

against him and this he is ready to verify &c
Wherefore he prays Judgment of the said &c
Goncarcondah Mungapah Naick ought to have &
or maintain his aforesaid Action thereof against
him &c And the said Richard for further &
Plea in this behalf by like leave of the Court for
that purpose first had and obtained as aforesaid
says That the said Goncarcondah Mungapah Naick
ought not to have or maintain his aforesaid &
Action thereof against him because he says &
that the said Goncarcondah Mungapah Naick
before and at the time of exhibiting the Plaint of
the said Goncarcondah Mungapah Naick against
the said Richard, that is to say on the first day of
October in the Year of our Lord One thousand &
Eight hundred and six at Madras aforesaid
and still is indebted to the said Richard
in a large Sum of Money that is to say in the
Sum of Eight thousand Madras Pagodas &
of the ~~current~~ Money of Madras for so much
Money by the said Richard before that time
lent and advanced to the said Goncarcondah
Mungapah Naick at his special instance and
request And in the further Sum of Eight &
thousand

Thousand Madras Pagodas of like Current Money for Money before that time paid laid out and so expended by the said Richard to and for the use of the said Goncarcondah Mungapah Naick and at his special instance and request And in the further Sum of Eight thousand Madras Pagodas of like Current Money for Money by the said Goncarcondah Mungapah Naick before that time Had and received to and for the use of the said Richard And the said Richard further says that the said several Sums of Money so due and owing from the said Goncarcondah Mungapah Naick to the said Richard as aforesaid exceed the Damages sustained by the said Goncarcondah Mungapah Naick by reason of the not performing the said several promises and undertakings of the said Richard in the said Plaint mentioned And so that out of the said several Sums of Money he the said Richard is willing and hereby offers to set off and allow to the said Goncarcondah Mungapah Naick the full Amount of the said Damages according to the Statute in such case made and provided and this the said Richard is ready to verify Wherefore he prays Judgment if the said Goncarcondah Mungapah

Naick

Naick might to have his aforesaid Action thereof
maintained against him &c.

And now in this same Term the said
Richard prays that the said Goncarcondah Mungapah
Naick may reply to the aforesaid Plea of him the
said Richard and thereupon a Day is given by the
Court here to the said Goncarcondah Mungapah
for him to reply to the aforesaid Plea of him the
said Richard the same Day is also given to the
said Richard at the same place, at which Day
before the said Court at Madras comes the said
Richard by his Attorney aforesaid and the said
Goncarcondah Mungapah Naick although at
that day solemnly called comes not nor hath
he replied to the Plea aforesaid nor to the further
prosecute his Plaint against the said Richard
Therefore it is considered by the Court here that
that the said Goncarcondah Mungapah Naick
take nothing by his Plaint aforesaid but that he
and his Pledges to prosecute be in Mercy &c.
And it is further considered by the Court here that
the said Richard do recover against the said
Goncarcondah Mungapah Naick Eighty Eight
Pagodas and thirty seven Fanams for his costs and
Charges by him laid out about his defence in

Judgment of non Pross for the Defendant in Assumpsit

Judgment signed for the Defendant the 15th day of August 1807 –

this

Third Term 1803

this behalf by the Court now here adjudged to the
said Richard and with his assent, And that the
Execution said Richard have Execution thereof &c.

1807

Supreme Court

Judgment Roll

Third Term

Section 24

not regarding his said several promises and undertakings so by him made in manner and form aforesaid but contriving and &c fraudulently intending craftily and subtilly to deceive and defraud the said Avadaunn and Raumasawmy in this behalf hath not yet &c paid the said several Sums of Money or any of them or any part thereof / altho so to do he the said Rauvenootala Soobbana was &c requested by the said Avadaunn and Rauma-sawmy to wit on the same day and Year aforesaid and often afterwards to wit at Madras aforesaid) But the said Rauvenootala Soobbana to pay the same or any of them or any part thereof to the said Avadaunn and Raumasawmy hath hitherto wholly refused and still doth doth refuse To the Damage of the said &c Avadaunn and Raumasawmy of Two Thousand Star Pagodas and therefore he brings Suit &c.

And now in this Third Term in the year one thousand eight hundred and Seven that is to say on the eighteenth day of March to which day given as well to the said &c Avadaunn and Raumasawmy as to the said Rauvenootala Soobbana and the said &c

Rauvenootala

Third Term 1807

Ranvenootala Soobbana says Nothing in bar or preclusion of the said Action of the said Avadaunnan Ramasawmy by which the said Avadaunnan Ramasawmy remains therein undefended against the said Ranvenootala Soobbana for which the said Avadaunnan Ramasawmy ought to recover his damages by occasion of the premises and aforesaid to wit on the twentieth day of July in the Term last aforesaid the said Court having delegently enquired what Damages the said Avadaunnan Ramasawmy hath sustained as well by the means aforesaid as for his costs and charges by him about his Suit in this behalf expended do find and adjudge that the said Avadaunnan Ramasawmy hath sustained Damages by occasion of the premises over and above his costs and Charges to One Thousand one hundred and Sixteen Pagodas and twenty one Fanams and for those costs and charges to one hundred and twenty six Pagodas and Sixteen Fanams Therefore it is considered that the said Avadaunnan Ramasawmy recover against the said Ranvenootala Soobbana his Damages and Costs aforesaid by the Court aforesaid found & adjudged which Damages in the whole Amount to One Thousand two hundred and forty two Pagodas and Thirty Seven Fanams and the said Ranvenootala Soobbana in Mercy &c

Suit Ex parte

Judgment for the Plaintiff on a Verdict in assumpsit -

Judgment signed for the Plaintiff on the 15th day of August 1807

Mercy

And Thereupon the said Arudanum Ramanaswamy by Robert Orme his Attorney prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said Ramenootala Soobiana to Satisfy the said Arudanum Ramanaswamy of one thousand two hundred and forty two Pagodas and Thirty seven fanams which the said Arudanum Ramanaswamy Recovered against the said Ramenootala Soobiana for damages sustained as well by Occasion of the Non performance of Certain Promises and undertakings lately made by the said Ramenootala Soobiana to the said Arudanum Ramanaswamy, as for his Costs and Charges by him about his suits in that behalf Expended — and it is granted unto him returnable here on the 29th of August instant —

Writ of Ca. Sa. issued against the Defendant on the 15th August 1807

5/72

Third Term 1807

Pleas before the Hôble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Hôble Sir Benjamin Sullivan, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one Thousand eight Hundred and Seven -

Madras ss - Mannaroo Shre Venkatasam Chitty puts in his place Robert Orme his attorney against Charles Michael Angelo in a Plea of Trespass on the Case -

Madras ss - The said Charles Michael Angelo puts in his place Thomas Dicey his attorney at the Suit of the said Mannaroo Shre Venkatasam Chitty in the Plea aforesaid -

Madras ss - Be it remembered that in the Third Term in the Year one Thousand eight Hundred and Seven before the Supreme Court of Judicature at Madras came Mannaroo Shre Venkatasam Chitty by Robert Orme his attorney and brought into the said Court then here his certain Plaint against Charles Michael Angelo in a Plea of Trespass on the case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows

Plaint in assumpsit
filed 12 July 1807

Madras ss. Mannaroo Stree Vencatasawn Chetty by Robert Orme his Attorney complains of Charles Michael Angello being an Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Charles Michael heretofore to wit on the Eleventh Mauvgaly of Crodaria Year of the Pindoo Corresponding with the twenty third day of December in the Year of Christ One Thousand eight hundred and five at 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 Mannaroo Stree Vencatasawn Chetty whereby the said Charles Michael by the Name and discription of Mr. Charles Michaloo Angello acknowledged that in Consequence of his urgent occasion he had on that day Mortgaged to him the said Mannaroo Stree Vencatasawn Chetty one Malabar Cadjan Bill of Sale of Black Town Theatre Station and one Paper English Bill of Sale of Grounds Situated at Madras Mootteacula Pata in Pandoy Gardan in Sandy Street in the East line and Borrowed and Received of him the said Mannaroo Stree Vencatasawn Chetty the Sum of

Four

574

Third Term 1807

Four hundred and thirty two Star Pagodas Current Money of Madras which Sum he the said Charles Michael did thereby engage to pay the said Mannaroo Stree Venkatasam Chetty in the Space of One Months commencing from the date thereof with all such Interest as should or might became due thereon at the rate of Twelve per Cent by reason whereof the said Charles Michael became liable to pay to the said Mannaroo Stree Venkatasam Chitty the said Sum of Money as mentioned in the said Note according to the Tenor and effect of the said Note and being so liable he the said Charles Michael in Consideration thereof afterwards to wit on the same day and Year above said at Madras aforesaid undertook and then and there faithfully promised the said Mannaroo Stree Venkatasam Chetty 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 Charles Michael afterwards to wit on the first day of February in the year one Thousand eight hundred and Six at Madras aforesaid was indebted to the said Mannaroo Stree Venkatasam Chitty in the Sum of Eight hundred Star Pagodas of like Current

Money for so much Money by the said Mannauroo
Stree Venkatasawm Chitty before that time lent and
advanced to the said Charles Michael and at his
Special Instance and request and being so indebted
he the said Charles Michael 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 Mannauroo
Stree Venkatasawm Chitty to pay him the said last
Mentioned Sum of Money when he the said
Charles Michael should be thereunto afterwards
requested And Whereas also the said Charles
Michael afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid Accounted
with the said Mannauroo Stree Venkatasawm Chitty
of and concerning Divers other Sums of Money
before that time due and Owing from the said
Charles Michael to the said Mannauroo Stree
Venkatasawm Chitty and then being in Arrear and
unpaid and upon that Accounting the said
Charles Michael was then and there found to
be in Arrear and indebted to the said Mannauroo
Stree Venkatasawm Chetty in the further Sum of
Eight hundred Star Pagodas of like Current Money
and being so found in Arrear and indebted he

the

Third Term 1807

the said Charles Michael 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 Mannaroo Stree Venkatadarry Chitty to pay to him the said last mentioned Sum of Money so when he the said Charles Michael should be thereunto afterwards requested. Yet the said Charles Michael not regarding his said so Several Promises and undertakings so by him made in Manner and form aforesaid but craftily & contriving and fraudulently intending craftily & to deceive and defraud the said Mannaroo Stree Venkatadarry Chitty in this behalf hath not yet paid the said Several Sums of Money or any of them or any part thereof (altho so to do he the said Charles Michael was requested by the said Mannaroo Stree Venkatadarry so Chitty to wit on the same day and Year last aforesaid and often afterwards to wit at Madras aforesaid) but the said Charles Michael to pay the same or any part thereof to the said Mannaroo Stree Venkatadarry Chitty hath hitherto Wholly refused and still doth refuse To the Damnage of the said Mannaroo Stree Venkatadarry Chitty

of

of Eight hundred Star Pagodas and therefore he
brings Suit &c.—

And afterwards that is to say on the
Twenty Second day of July in the same Vacation
imparlance of the same Third Term one thousand eight &
and Seven until which day the said Charles &
Michael Angello had leave to imparl to the said
Plaint and then to Answer the same comes as
well the said Mannaroo Stree Venkatasam Chitty
by his said Attorney as the said Charles &
Michael Angello by his said Attorney— and the
Rec.d filed 22d July 1807. said Charles Michael Angello defends the wrong
and injury When &c— And Says that he did not
undertake or promise in manner and form as
the said Mannaroo Stree Venkatasam Chitty
hath above thereof complained against him and
of this he puts himself upon the Court &c.—

And the said Mannaroo Stree
Issue Joined Venkatasam Chitty doth the like—

And now in this Third Term in
the Year One thousand Eight hundred and
Seven that is to say on the Third day of August
to which day was given as well to the said
Mannaroo Stree Venkatasam Chitty as to
the said Charles Michael Angello to inform
the Court of the Premises at which day came

the

the parties aforesaid by their said Attornies And the Justices of the said Court having heard the respective allegations of the Parties and examined the truth thereof and duly and deliberately & considered the Evidence on both sides say that the said Charles Michael Angello did & promise and undertake in Manner and form as the said Mannauroo Stree Venkatadauro Chitty hath above thereof complained against him and

Judgment for the Plaintiff on a verdict in assumpsit -

And they assess the damages of the said & Mannauroo Stree Venkatadauro Chitty on occasion of the premises besides his costs and charges by him about his suit in this behalf expended - To Two Hundred and Ninety two Pagodas and Forty one Fanams - Therefore it is considered

Judgment signed for the Plaintiff the 20. August 1807

that the said Mannauroo Stree Venkatadauro Chitty do recover against the said Charles Michael Angello his Damages aforesaid in form aforesaid assessed and also One hundred and thirty two & Pagodas and five fanams for his costs and charges by the said Court now here adjudged to the said Mannauroo Stree Venkatadauro Chitty with his assent which said damages costs and charges in the whole amount to Four hundred and twenty five Pagodas and two fanams. And the said Charles Michael Angello in Mercy &c.

Mercy

And

And thereupon the said Mamaurao Stree Vencatasam by Arbuthnot his Attorney prays the Writs of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the body of the said Charles Michael Angelo to Satisfy the said Mamaurao Stree Vencatasam of four Hundred and Twenty three Pagodas and two fanams which the said Mamaurao Stree Vencatasam recovered against the said Charles Michael Angelo for damages sustained as well by Occasion of the Non-performance of the Promises and undertakings lately made by the said Charles Michael Angelo to the said Mamaurao Stree Vencatasam as for his costs and Charges by him about his Suit in that behalf Expended- and it is granted unto him returnable here on the Fourteenth day of September instant-

Writs of Ca. ad Sa. issued 20th August 1807-

Third Term 1807

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

Fort St. George Madras } Mily Tanecasella Moodelliar puts in his place James Sutherland his Attorney against Menachy ammah the widow and personal Representatives of Mooroe Rungapan deceased in a Plea of Trespass on the Case -

Fort St. George Madras } The said Menachy ammah as the widow and personal Representatives of the said Mooroe Rungapan deceased in her proper person at the Suit of the said Mily Tanecachella Moodelliar 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 seven before the Supreme Court of Judicature at Madras came Mily Tanecachella Moodelliar by James Sutherland his attorney and brought into the said Court then there his Certain Plaint against Menachy ammah the Widow and personal Representatives of Mooroe Rungappen deceased 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:

1

Plaint in assumpsit filed 22 May 1807

4

Fort St George Madras Mily Tarcausala Moode-
liar by James Sutherland his attorney complains
of Menachy Ammah the Widow and personal
representatives of Mouve Rangapparu deceased
according to the laws and customs of the hindoo
natives of India and having as such personal
representative administered and taken possession
of the Estate and property which were of the said
mouve Rangapparu at the time of his death
and being a hindoo Inhabitant of Madras and
as such a person liable to the Jurisdiction of
this Honorable Court For that Whereas the
said Mouve Rangapparu in his life time
to wit on the Twenty fourth day of August
in the Year one Thousand seven hundred and
Eighty four at Madras aforesaid by his certain
note in writing in the Malabar language
made according to the custom of the said hindoo
natives the date whereof is the same day and
year aforesaid acknowledged to have borrowed
and received of the said Mily Tarcausala
Moodaliar the sum of fifty Star Pagodas
current Money of Madras which said
sum the said Mouve Rangapparu did thereby
engage to repay the said Mily Tarcausala
Moodaliar on demand with all such interest
as should or might become due thereon at

the

the rate of Twelve per Cent per Annum by means
whereof and according to the Laws and customs of
the Hindoo Natives of India the said Mayore
Rangapapah became liable to pay the said Sum
of Money in the said Note Mentioned with Interest
according to the tenow and effect of the said Note
and being so liable the said Mayore Rangapapah
in consideration thereof afterwards in his life time
to wit on the same day and year aforesaid at
Madraz aforesaid undertook and to the said Mily
Tanearwala Moodalian then and there faithfully
promised him to pay the said Sum of Money in
the said Note mentioned with in Court according
to the tenow and effect of the said Note And
Whereas the said Mayore Rangapapah afterwards
in his life time to wit on the same day and
year aforesaid at Madraz aforesaid was
indebted to the said Mily Tanearwala Modaliar
in other Sum of fifty Star Pagodas of like Current
Money for so much Money by the said Mily
Tanearwala Modaliar before that time lent
and Advanced to the said Mayore Rangapapah
at his special instance and request and being so
indebted the saw Mayore Rangapapah in so
consideration thereof afterwards in his life time

to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Mily Tamcumsala Moodeliar then and there faithfully promised to pay him the said last mentioned Sum of &c Money when he the said Movore Tamcumsala Moodeliar should be thereto afterwards &c requested— And Whereas the said Movore Rangapspan afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Mily Tamcumsala Moodeliar in other Sum of Fifty Star &c Pagodas of like Current Money for so much &c Money by the said Movore Rangapspan before that time had and received, to the use of the said Mily Tamcumsala Moodeliar and being so indebted he the said Movore Rangapspan in consideration thereof afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Mily Tamcumsala Moodeliar to pay him the said last mentioned Sum of Money when he the said Movore Rangapspan should be thereto afterwards requested— And whereas also the said Movore Rangapspan afterwards in

his

his life time to wit on the same day and Year aforesaid at Madras aforesaid accounted together with the said Mily Tamenaula Modeliar of and concerning divers other Sums of money before that time due and owing from the said Mooroo Rangappan to the said Mily Tamenaula Modeliar and then being in arrear and unpaid and upon which account he the said Mooroo Rangappan was then and there found in arrear and indebted to the said Mily Tamenaula Modeliar in another large Sum of Money to wit the Sum of other Fifty Star Pagodas of like current money and being so found in arrear and indebted he the said Mooroo Rangappan in consideration thereof afterwards in his life time to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mily Tamenaula Modeliar to pay him the said last mentioned sum of Money when he the said Mooroo Rangappan should be thereto afterwards requested - Yet the said Mooroo Rangappan in his life time and the said Monachy Bommaly as personal representative as aforesaid since the decease not regarding the said several promises and undertakings so made as aforesaid but

contriving and fraudulently intending craftily
and subtilly to deceive and defraud the
said Mily Tancausala Modeliar in this
behalf have not nor hath either of them
yet paid the said several sums of Money
or any or either of them or any part thereof
but the said Mooare Rangapapan in his
life time and the said Menachy Ammah as
personal representative as aforesaid since his
decease were often requested so to do but they
so to do have and each of them hath wholly
refused and the said Menachy Ammah as
personal representative as aforesaid doth
still refuse to pay the same or any part
thereof to the said Mily Tancausala Modeliar
to the damage of the said Mily Tancausala
Modeliar of Two Hundred and fifty Pagodas
and therefore he brings Suit &c.

And now in this Third Term in
the Year One thousand Eight hundred and Seven
Tried Explte that is to say on the First day of August in that
year until which day was given as well to the
said Menachy Ammah as to the said Mily
Tancausala Modeliar to inform the Court of the
premises comes the said Mily Tancausala
Modeliar by his Attorney aforesaid and the

said

said Menachy Ammah a Otto solemnly demanded came not but therein made default And the said Justices having heard the allegations of the party Plaintiff and examine the truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the said Mowoor Rangaspan deceased did in his life time undertake and promise in manner and form as the said Mily Tancamala Moodelliar hath above thereof complained and they assess the damages of the said Mily Tancamala Moodelliar on occasion of the not performing the several promises and undertakings above mentioned over and above his costs and charges by him about his suit in this behalf expended to One hundred and Seventy Seven Pagodas and Forty two Fanams and for those Costs & and Charges to One hundred and Thirty one Pagodas and Thirty eight Fanams —

Judgment for the Plaintiff on a Verdict in assumpsit

Therefore it is considered that the said Mily Tancamala Moodelliar do recover against the said Menachy Ammah as personal Representative as aforesaid his damages Costs and Charges in form aforesaid assessed &

Judgment Signed for the Plaintiff the 21st day of augst 1809

which said damages Costs and Charges in the whole amount to Three hundred and Nine Pagodas and thirty six fanams to be Levied of the Goods and Chattels which were of the said Moovoe Rangapyan at the time of his death in the hands of the said Menachy Ammah as personal Representative as aforesaid to be administered if she hath so much thereof in her hands to be administered and if she hath not so much thereof in her hands to be administered then the said Sum of One hundred and thirty one Pagodas and thirty eight 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 Menachy Ammah And the said Mercy Menachy Ammah in Mercy &c.

And Thereupon the said Nilly Tamaraka Modelliar by James Sutherland his attorney prays the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras &c. Cause him to levy and make of the Houses, Lands, Debts and Effects Real and personal of the said Moovoe Rangappan deceased at the time of his death, in the hands of the said Menachy Ammah as personal Representatives of the said deceased to be administered within the Jurisdiction of the said Supreme Court of Judicature at

at Madras aforesaid, by Seizure, and if it be Necessary by Sale thereof, the Sum of three hundred and Nine Pagodas and thirty six Fanams, which the said Mily Tancawala Modelliar recovered against the said Meenachy ammah as the Widow and Personal Representatives as aforesaid for his damages, which he had sustained as well on Accasion of the not performing Certain Promises and undertakings made by the said Moore Rangapyan in his life time, to the said Mily Tancawala Modelliar as for his Costs and Charges by him about his suit in that behalf Expended, if the said Meenachy ammah hath so much thereof in her hands to be Administered, and if she hath not so much thereof in her hands to be administered, then the Sum of one hundred and thirty one Pagodas and thirty eight Fanams part of the damages aforesaid, being for the Costs and Charges aforesaid to be Levied of the proper Goods of the said Meenachy ammah and it is granted unto him Returnable here on the Twenty first day of September Next—

Writ of Fi. Fa. issued on the 21st. august 1807

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

Fort St George Madras } Saderungapatnam Venaiga Moodelliar puts in his place William Light his attorney against Ramaraumy Iyer in a Plea of Trespass on the Case -

Fort St George Madras } The said Ramaraumy Iyer in his proper Person at the Suit of the said Saderungapatnam Venaiga Moodelliar in a Plea of Trespass on the Case -

Fort St George Madras } Be it remembered that in the Vacation after the Third Term in the Year one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came Saderungapatnam Venaiga Moodelliar by William Light his attorney and brought into the said Court then their his Certain Plaint against Ramaraumy Iyer 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

590

Third Term 1807

Assumpsit

filed 13th August 1807 –

Fort St George Madras – Sadeerungapatnam –

Venaiga Moodeliar by William Light his Attorney complains of Ramadarmy Iyer being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For That whereas that the said Ramasawmy Iyer heretofore to wit on the First day of September in the year of Christ One Thousand Seven hundred and Ninety Seven by a certain Note in writing in the English Language commonly called a Promissory Note according to the custom of such Hindoo Natives of India the date whereof is on the day and year aforesaid at Madras aforesaid Acknowledged to have borrowed and received of the said Sadeerunga-patnam Venaiga Moodeliar the Sum of Ten Thousand Star Pagodas of the current money of Madras aforesaid which said Sum of money he the said Ramadarmy Iyer thereby engaged to repay the said Sadeerungapatnam Venaiga Moodeliar on demand with Interest at and after the rate of Twelve per Cent per Annum whereby and by force of the customs and Laws of such Hindoo Natives of India he the said Rama-sawmy Iyer became liable to pay to the said Sadeerungapatnam Venaiga Moodeliar the said Sum of money in the said Note mentioned &c

according

according to the tenor and effect thereof and being so
liable he the said Ramasawmy Iyer in consideration
thereof afterwards to wit on the day and year
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Sadeerungapatnam
Venaiga Moodeliar to pay him the
said Sum of money in the said Note specified
according to the tenor and effect thereof And
Whereas the said Ramasawmy Iyer afterwards
to wit on the first day of August in the year one
thousand Eight hundred and Seven at Madras
aforesaid was indebted to the said Sadeerungapatnam
Venaiga Moodeliar in other Fifty thousand
Star Pagodas of like Current money of Madras
aforesaid for so much money by the said Sadeerun-
gapatnam Venaiga Moodeliar before that time
lent and advanced to the said Ramasawmy Iyer
at his special instance and request and being so
indebted he the said Ramasawmy Iyer 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 Sadeerungapatnam Venaiga
Moodeliar to pay him the said last mentioned
Sum of money when he the said Ramasawmy
Iyer should be thereto afterwards requested And
Whereas also the said Ramasawmy Iyer

afterwards

afterwards to wit on the same day and year last afore-
=said at Madras aforesaid was indebted to the said
Sadevungapatnam Venaiga Moodeliar in other Fifty
Thousand Star Pagodas of like current money of
Madras aforesaid for so much money by the said
Ramasawmy Iyer before that time had and re-
=ceived to and for the use of the said Sadevunga=
=patnam Venaiga Moodeliar and being so indebted
he the said Ramasawmy Iyer 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 Sadevunga=
=patnam Venaiga Moodeliar to pay him the said la-
=st mentioned Sum of money when he the said
Ramasawmy Iyer should be thereto afterwards re-
=quested And whereas the said Ramasawmy
Iyer afterwards to wit on the same day and year
last aforesaid at Madras aforesaid Accounted with
the said Sadevungapatnam Venaiga Moodeliar of
and concerning divers other Sums of money then
due and owing from the said Ramasawmy Iy-
=er to the said Sadevungapatnam Venaiga Mo-
=odeliar and then in arrear and unpaid upon
which said Account he the said Ramasawmy
Iyer was then and there found in arrear and
indebted to the said Sadevungapatnam Venaiga
Moodeliar in other Fifty Thousand Star

1807

Supreme Court
Judgment Roll

Third Term 1807

Section 25

Pagodas of like current money of Madras aforesaid
and being so indebted he the said Ramasawmy
Iyer in consideration thereof afterwards to wit on
the same day and year last aforesaid at Madras
aforesaid undertook and there faithfully promised
the said Sadeerungapatnam Venaiga Moodeliar
to pay him the said last mentioned Sum of
Money when he he the said Ramasawmy
Iyer should be thereto afterwards requested Yet
the said Ramasawmy Iyer not regarding the
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 Sadeerun-
gapatnam Venaiga Moodeliar hath not yet paid
the said several Sums of money aforesaid or any
part thereof to the said Sadeerungapatnam Venaiga
Moodeliar although often requested so to do but to
pay the same or any part thereof he the said
Ramasawmy Iyer hath hitherto wholly refused
and still doth refuse to the Damage of the said
Sadeerungapatnam Venaiga Moodeliar of Fifty
Thousand Star Pagodas and therefore he brings
his Suit &c.

And the said Ramasawmy Iyer
by Francis Disney his attorney comes and de-
fends

Cognovit Filed 24th August 1807

defends the wrong and Injury when &c and says that he cannot deny the Action of the said Sadarungapatam Venaigaum Moodeliar but that he the said Ramasawmy Iyer did undertake and promise in manner and form as the said Sadarungapatam Venaigaum Moodeliar hath above thereof complained against him and that the said Sadarungapatam Venaigaum Moodeliar hath Sustained damage on occasion of the non performing of the said several promises and undertakings in the said declaration mentioned to the Sum of Twenty Thousand Two Hundred and Thirty Star Pagodas as by the said Declaration is above Suppose and thereupon the said Sadarungapatam Venaigaum Moodeliar 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 Sadarungapatam Venaigaum Moodeliar do recover against the said Ramasawmy Iyer his damages aforesaid of Twenty Thousand Two Hundred and Thirty Star Pagodas in form aforesaid acknowledged and also Seventy Seven Star Pagodas and Fifteen Fanams for his said Costs and Charges by the Court now here adjudged to the said Sadarungapatam

Judgment for the Plaintiff by Cognovit, in Assumpsit

Judgment Signed for the Plaintiff the 24th day of August 1807 -

Venaigum Moodeliar and with his Agent which
said Damages Costs and Charges in the Whole
Amount to Twenty Thousand three Hundred and
and Seventy Star Pagodas and Fifteen Fanams
And the said Ramasawmy Iyer in Mercy &c.

mercy

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, and the Honble Sir Benjamin Sullivan, Knight, one of his Majesty's Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Seven —

Madras ss — Totacally Cashewa Moodelly puts in his place Robert Orme his attorney against William Abbott and Richard Arthur Maitland in a Plea of Trespass on the case —

Madras ss — The said William Abbott and Richard Arthur Maitland puts in their place Gillies Richetts their attorney at the Suit of the said Totacally Cashewa Moodelly in the Plea aforesaid —

Madras ss — Be it remembered that in the Vacation after the Second Term in the Year one thousand eight hundred and Seven — before the Supreme Court of Judicature at Madras came Totacally Cashewa Moodelly by Robert Orme his Attorney and brought into the said Court then there his Certain Plaint against William Abbott and Richard Arthur Maitland 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 ss

598 Third Term 1807

Plaint in assumpsit filed 15th June 1807

Madras ss. Totacally Cashewa Moodelly by Robert Orme his Attorney complains of William Abbott and Richard Arthur Maitland being British subjects and as such subject to the Jurisdiction of this Honble Court For that Whereas the said William and Richard Arthur on the thirteenth day of December in the year of our Lord One thousand eight hundred and five to wit at Madras aforesaid made their certain Note in writing commonly called a Promissory Note their own respective proper hands being thereunto subscribed bearing date the day and year aforesaid and then and there delivered the said Note to the said Totacally Cashewa Moodelly whereby the said William and Richard Arthur acknowledged that they had borrowed and received of the said Totacally Cashewa Moodelly the Sum of Three Thousand Star Pagodas which they promised to repay on the Twenty third day of February then next ensuing with Interest at the rate of ten per Cent per Annum By reason whereof and by force of the Statute in such case made and provided the said William and Richard Arthur became liable to pay to the said Totacally Cashewa Moodelly the said Sum of money mentioned in the said Note According to the tenor and effect of the said Note and being so liable they the said William and Richard Arthur in Consideration thereof afterwards

day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Totacully Cashava Moodelly 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 William and Richard Arthur being Partners and joint Dealers together in Trade and Commerce under the Copartnership name or Firm of Abbott and Maitland afterwards to wit on the Twenty Sixth day of December in the year aforesaid at Madras aforesaid made their certain other Note in writing commonly called a Promissory Note their said Copartnership name or Firm of Abbott and Maitland being thereunto subscribed with the proper hand writing of one of them bearing Date the day and year last aforesaid and then and there Delivered the said Note to the said Totacully Cashava Moodelly whereby the said William and Richard Arthur Acknowledged that they had borrowed and received of the said Totacully Cashava Moodelly the Sum of One thousand and five hundred Star Pagodas which they promised to pay in three Months from the date thereof in Cash or Bank Notes with Interest at the Rate of Ten per Cent per Annum By reason whereof and by force of the Statute in such case made and provided the said William and

and Richard Arthur became liable to pray to the said Totacally Cashewa Moodelly the said Sum of Money mentioned in the said Note According to the tenor and effect of the said Note and being so liable they the said William and Richard Arthur in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and faithfully promised the said Totacally Cashewa Moodelly 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 W. William and Richard Arthur afterwards to wit on the first day of April in the year of our Lord one thousand eight hundred and five at Madras aforesaid were indebted to the said Totacally Cashewa Moodelly in the further Sum of eight thousand Star Pagodas of the Current Money of Madras for so much money by the said Totacally Cashewa Moodelly before that time lent and Advanced to the said W. William and Richard Arthur and at their special instance and request and being so indebted they the said William and Richard Arthur 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 Totacully Cashewa Moodelly to pay him the said last mentioned Sum of money when they the said William and Richard Arthur should be thereunto afterwards requested And Whereas also the said William and Richard Arthur afterwards to wit on the same day and year last aforesaid at Madras Aforesaid Accounted with the said Totacully Cashewa Moodelly of and Concerning divers other Sums of Money before that time due and owing from the said William and Richard Arthur to the said Totacully Cashewa Moodelly and them being in arrear and unpaid and upon that Accounting the said William and Richard Arthur were then and there found to be in arrear and indebted to the said Totacully Cashewa Moodelly Moodelly in the further Sum of eight thousand Star Pagodas of like Current Money and being so found in arrear and indebted they the said William and Richard Arthur 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 Totacully Cashewa Moodelly to pay him the said last mentioned Sum of Money when they the said William and Richard Arthur

Should

should be thereunto afterwards requested Yet the said William and Richard Arthur 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 Totacally Cashewa Moodelliar 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 William and Richard Arthur were requested by the said Totacally Cashewa Moodelly to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid) But the said William and Richard Arthur or either of them to pay the same or any part thereof to the said Totacally Cashewa Moodelly 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 Totacally Cashewa Moodelly of Eight Thousand Star Pagodas and therefore She brings Suit &c.

And afterwards to wit in the Third Term of the year one thousand eight hundred and Seven in the said Supreme Court of Judicature

imparlance

Judicature at Madras till which terme the said
Williams and Richard Arthur had leave to
to impart to the said Plaint and then to Answer
the same Come as well the said Totacally &
Cashava Moodelly by his said Attorney as the
said William and Richard Arthur by his said
Attorney and the said William and Richard
Arthur Defend the wrong and injury when &c. and
Plea filed 23d July 1807 - say that they did not undertake or promise in
manner and form as the said Totacally Cashava
Moodelly hath above thereof complained against
them and this they pray may be enquired of by
the Court -

And the said Totacally Cashava
Moodelly doth the like -

Issue Joined

And now in this same Term the
said William and Richard Arthur by their
Attornies aforesaid relinquish their said Plea
Plea Retracted & Cognovit entered by them above pleaded and say that they cannot
deny the said Action of the said Totacally
Cashava Moodelly nor but that they the said
William and Richard Arthur did undertake
and promise in manner and form as the
said

said Tottacally Cashova Moodelly both above thereof so complained against them now but that he the said Tottacally Cashova Moodelly hath sustained Damages by the occasion of the non performance of the said several promises and undertakings to Four Thousand and Forty six Pagodas Nine Fanams and Thirty Cash as he the said Tottacally Cashova Moodelly both above in his said Plaint supposed and thereupon the said Tottacally Cashova Moodelly prays that the said Damages so Acknowledged together with his Expences and Costs laid out by him about his said in his behalf may be Adjudged to him &c

Judgment by Confession

Judgment signed for the Plaintiff the 27. day of August 1807 -

Therefore it is considered that the said Tottacally Cashova Moodelly recover against the said William and Richard Arthur his Damages aforesaid so by him inform aforesaid Acknowledged and also One Hundred and Eleven Pagodas and Thirty Fanams for his Costs and Charges by the Court here Adjudged to the said Tottacally Cashova Moodelly by his aforesaid which said Damages in the Whole Amount to Four Thousand one Hundred and Fifty seven Pagodas Thirty Nine Fanams and Thirty Cash and the said William and Richard Arthur in Mercy &c

Mercy

Skibo Term 1807

Third Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Henry Gwillim & Benjamin Sullivan, Knights, His majesty's Puisne Justices of the Supreme Court of Judicature at Madras of the Third Term in the year one thousand eight hundred and seven -

Madras ss Francis De Silva puts in his place Robert Orme his attorney against Joana De Oliveira in a Plea of Debt -

Madras ss - The said Joanna de Oliveira puts in her place William Light as her attorney, at the Suit of the said Francis de Silva in the Plea aforesaid -

Madras ss Be it remembered that as of the Second Term in the year one thousand eight hundred and seven 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 Joanna de Oliveira in a plea of debt - and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras ss

Third Term 1807

607

Plaintiffs Debt filed
21st July 1807 -

Madras ss - Francis De Silva by Robert Orme his Attorney complaining of Joana De Oliveira being an Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court of a Plea that she render to the said Francis De Silva Eight hundred Star Pagodas of the Current Money of Madras which she owes to and unjustly detains from him For that Whereas the said Joana De Oliveira and one Francis Joze deceased whom the said Joana De Oliveira hath survived heretofore to wit on the Eighth day of November in the Year one thousand seven hundred and ninety three at Madras aforesaid by their certain Writing Obligatory sealed with the Seals of the said Francisco Joze and Joana De Oliveira and to the Court here now shewn the date Whereof is the day and Year aforesaid acknowledged themselves to be held and firmly bound unto the said Francis De Silva in the penal Sum of Eight Hundred Star Pagodas Current Money of Madras to be paid to the said Francisco De Silva When they the said Francisco Joze and Joana De Oliveira should be thereunto afterwards requested Yet the said Francisco Joze and Joana De Oliveira during the life time of the said Francisco Joze and the said Joana De Oliveira since his decease (altho often requested) have not nor hath either of them yet paid the

said

said Sum of Eight hundred Star Pagodas above demanded or any part thereof to the said Francis De Silva, But to pay the same or any part thereof to the said Francis De Silva they the said Francisco Joze and Joana De Oliveira during the life time of the said Francisca Joze and each of them hath hitherto wholly refused and the said Joana De Oliveira still doth refuse To the said Francis De Silva his Damage of Fifty Pagodas and thereto he brings Suit &c

Judgment for the Plaintiff by Confession

AND now in this same Term the said Joana de Oliveira by William Light her attorney comes and says that she cannot deny the said action of the said Francis de Silva now but that the said Bond or writing Obligatory in the said Plaintiff mentioned is the deed of her the said Joana de Oliveira nor but that the said Joana de Oliveira owes to and detains from the said Francis de Silva the said Eight hundred Star Pagodas in manner and form as the said Francis de Silva hath above thereof complained against her Therefore it is considered that the said Francis de Silva recover against the said Joana de Oliveira his said debt and also Fifty Seven Pagodas and eight Fanams which

Judgment signed for the Plaintiff the 7th day of September 1807

he Stalle sustained as well by occasion of the de-
detaining the said debt as also for his costs and
charges by him about his Suit in this behalf
expende adjudged to the said Francis de Silva by
his assent and the said Joana de Oliveira in

Mercy

Mercy &c.

610 Third Term 1807

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 Third Term in the Year one thousand eight hundred and seven.

Fort St. George, Madras — Kerden Mahomed puts in his place William Light his Attorney against Veerasawmy Pillay in a Plea of Trespass on the Case.

Fort St. George, Madras — The said Veerasawmy Pillay puts in his place Daniel Neale his Attorney at the Suit of the said Kerden Mahomed in the Plea aforesaid.

Fort St. George, Madras — Be it Remembered that in the Third Term in the Year one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Kerden Mahomed by William Light his attorney and brought into the said Court then there his certain Plaint against Veerasawmy 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 follows in these words that is to say

Fort St. George

612

Third Term 1807

Plaint in assumpsit filed 4th August 1806

Fort St George. Madras Sherten Mahomed of Madras Bullock Master by William Light his Attorney Complains of Veerasawmy Pillay of Madras Hindoo Inhabitant and Subject to the Jurisdiction of this Honorable Court For that Whereas the said Veerasawmy Pillay heretofore to wit on the twenty Second day of July in the year One thousand eight hundred and six at Madras aforesaid was indebted to the said Sherten Mahomed in the Sum of Four thousand Six hundred and fifty one Star Pagodas and twenty Seven Fanams Current Money of Madras aforesaid for so much Money by the said Veerasawmy Pillay before that time had and received to and for the use of the said Sherten Mahomed and being so indebted he the said Veerasawmy Pillay afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration thereof undertook and then and there faithfully promised the said Sherten Mahomed to pay him the aforesaid Sum of Money when he the said Veerasawmy Pillay should be thereto afterwards requested And Whereas also the said Veerasawmy Pillay afterwards to Wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Sherten Mahomed in other Four thousand Six hundred and fifty one Star Pagodas and twenty Seven Fanams of like Current Money of Madras aforesaid for so much Money by the said Sherten

Mahomed before that time paid Paid out and so
expended to and for the use of the said Veerasawmy
Pillay at his special Instance and request and
being so indebted he the said Veerasawmy 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
Shorten Mahomed to pay him the said last men-
tioned Sum of Money when he the said Veerasawmy
Pillay should be thereto afterwards requested And
Whereas also the said Veerasawmy Pillay afterwards
to Wit on the same day and year aforesaid at
Madras aforesaid accounted with the said Shorten
Mahomed and concerning divers other Sums
of Money then due and owing from the said
Veerasawmy Pillay to the said Shorten Mahomed
and then in arrear and unpaid upon which said Account
he the said Veerasawmy Pillay was then and there
found in Arrear and indebted to the said Shorten
Mahomed in other Four thousand Six Hundred and
fifty one Star Pagodas and twenty Seven Fanams
of like Current Money of Madras aforesaid and
being so indebted he the said Veerasawmy Pillay
in Consideration thereof afterwards to wit on the day
and year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Shorten
Mahomed

Third Term 1807

Mahomed to pay him the said last mentioned Sum of Money when he the said Veerasawmy Pillay should be thereto afterwards requested yet the said Veerasawmy Pillay not regarding the said several promises and undertaking so made by him in this behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Thertan Mahomed hath not yet Paid the said several Sums of Money aforesaid or any part thereof to the said Thertan Mahomed (Although often requested so to do) but to pay the same or any part thereof he the said Veerasawmy Pillay hath hitherto wholly refused and still doth refuse to the Damage of the said Thertan Mahomed of Four thousand Six Hundred and fifty one Star Pagodas and twenty Seven Fanams and therefore he brings his Suit &c.

And afterwards to wit in the Fourth Term of the Year one thousand eight hundred and six of imparlance in the said Supreme Court of Judicature at Madras till which term the said Veerasawmy Pillay had leave to imparl to the said Plaint and then to &c Answer the same Come as well the said Thertan Mahomed by his said Attorney as the said Veerasawmy Pillay by his said Attorney and the said Veerasawmy Pillay Defends the wrong and injury

Plea filed 2 September 17. 1806

wilson &c. And says that he did not undertake or promise
in manner and form as the said Thorton Mahomed
hath above thereof complained against him. And
this he prays may be inquired of by the Court.—
And the said Thorton Mahomed &c
Same Jaine
doth the like.—
Afterwards (that is to say) on the Eighteenth
day of July in this Term came the said Veeravasamy
Pillay by his said Attorney and shews to the Court &c
here that the said Thorton Mahomed hath Neglected
to bring on to be tried according to the course and &
practice of the said Court the issue above joined &
between the Parties wherefore a day is given to the
said Thorton Mahomed to shew cause (if any he
hath) why Judgment should not be entered for the
said Veeravasamy Pillay as in the case of a Nonsuit
according to the form of the Statute in such case &
made and provided
Judgment as in case of a nonsuit for the Defendant the 4th August 1807
At which day being the Fourth day of
August in this Term comes the said Veeravasamy
Pillay by his said Attorney and the said Thorton
Mahomed although solemnly called comes not—
Therefore it is considered that the said Thorton
Mahomed take Nothing by his said Plaint but
Judgment signed for the Defendant Nov. 2 day of Septr 1807
That

that he and his pledges to prosecute be in mercy &c
and that the said Veerasawmy Pillay go thereof &c
without day and it is further considered by the
Justices of the Court here that the said Veerasawmy
Pillay Recover against the said Herten Mahomed
for the costs and charges of the said Veerasawmy
Pillay laid out by him about his defence in this
behalf the Sum of one hundred and eighteen
Pagodas and eight fanams and that the said
Veerasawmy Pillay have execution thereof &c

Execution

And Thereupon the said Veerasawmy Pillay by Daniel Neale
his Attorney prays the writ of our Lord the King of Capias ad Satisfaciendum
to be directed to the Sheriff of Madras Commanding him to take the body
of the said Herten Mahomed to Satisfy the said Veerasawmy Pillay the
Sum of one hundred and eighteen Pagodas and eight fanams adjudged
to the said Veerasawmy Pillay for Costs and Charges by him Expended
about his defence at the Suit of the said Herten Mahomed — and
it is granted unto him returnable here on the 19th day of September
instant —

Writ of Capias ad Sa. issued against the Plaintiff for his costs, on the 10. day of Sept.r 1807

Third Term 1809

617

Jud ground 26

RM 27

189

Third Term 1807

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 Third Term in the Year one thousand eight hundred and seven —

Fort St. George Madras } Dammacoddy Ummall Widow and personal Representative of Audeppoory Soobbaroya Modelliar deceased puts in his place William Light his Attorney against Vadoovauttammall in a Plea of Trespass on the case —

Fort St. George Madras } She said Vadoovauttammall puts in his place Townes Disney his Attorney at the Suit of the said Dammacoddy Ummall 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 seven before the Supreme Court of Judicature at Madras came Dammacoddy Ummall Widow and personal Representative of Audeppoory Soobbaroya Modelliar deceased by William Light his Attorney and brought into the said Court then there his Certain Plaint against Vadoovauttammall in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort Saint George

Plaintiff's plaint filed 2d September 1807 -

Fort Saint George Madras Dannacoddy Unnial Widow and personal Representative of Audeppoory Soobbaroya Modeliar Deceased by William Light her Attorney complains of Vadoovauttammaul an Hindoo Inhabitant of Madras and as such liable to the Jurisdiction of this Honorable Court For that Whereas the said Vadoovauttammaul heretofore to wit on the Tenth day of December in the Year of Christ one thousand Eight hundred and five by a certain Note in Writing in the Malabar Language according to the Customs of such Hindoo Natives of India from time immemorial the Date whereof is on the day and year aforesaid at Madras aforesaid acknowledged to have Borrowed and Received of the said Audeppoory Soobbaroya Modeliar Deceased in his life time the Sum of Two hundred and forty six Star Pagodas of the Current Money of Madras aforesaid which said Sum of Money the the said Vadoovauttammaul thereby Engaged to repay the said Audeppoory Soobbaroya Modeliar Deceased in his life time on the Tenth day of March one thousand Eight hundred and Six then next ensuing with all such interest as should or might become due thereon at the rate of Nine per Cent per Annum whereby and by force of the Customs and Laws of such Natives the said Vadoovauttammaul became liable to pay to the said Audeppoory Soobbaroya -

Soobbaroya Moodeliar Deceased in his life time
the said Sum of Money in the said note mentioned
according to the tenor and effect thereof and being
so liable she the said Vadeevaudttammaul and in
Consideration thereof afterwards to wit on the
Day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Audeppoory Soobbaroya Moodeliar Deceased
in his life time to pay him the said Sum of
Money in the said Note Specified according to
the tenor and effect thereof And Whereas the said
Vadeevaudttammaul afterwards to wit on the same
day and year aforesaid at Madras aforesaid was
indebted to the said Audeppoory Soobbaroya Moodeliar
Deceased in his life time in the sum of five
hundred Star Pagodas of like Current Money of
Madras aforesaid for so much Money by the said
Audeppoory Soobbaroya Moodeliar Deceased in his
life time before that time lent and advanced
to the said Vadeevaudttammaul at his Special
instance and Request and being so indebted
she the said Vadeevaudttammaul 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 Audeapoory Soobbaroya Moodeliar Deceased in his life time to pay him the said last mentioned Sum of Money when she the said Vadoovauttammaul should be thereto afterwards requested And Whereas the said Vadoovauttammaul afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Audeapoory Soobbaroya Moodeliar Deceased in his life time in other five hundred Star Pagodas of like current Money of Madras aforesaid for so much Money by the said Vadoovauttammaul before that time had and received to and for the use of the said Audeapoory Soobbaroya Moodeliar Deceased in his life time and being so indebted she the said Vadoovauttammaul in consideration thereof afterwards to wit on the same day and year aforesaid undertook and then and there faithfully promised the said Audeapoory Soobbaroya Moodeliar Deceased in his life time to pay him the said last mentioned Sum of Money when she the said Vadoovauttammaul should be thereto afterwards requested And Whereas the said Vadoovauttammaul afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Audeapoory Soobbaroya Moodeliar Deceased in his life time of and concerning divers other Sums of Money then due and owing from the said Vadoovauttammaul to the said Audeapoory

Vadeyapoory Soobbarayaa Moodeliar Deceased in his life time and then in arrear and unpaid upon which said account she the said Vadoovanattammaal was then and there found in arrear and indebted to the said Vadeyapoory Soobbarayaa Moodeliar Deceased in his life time in three five hundred Star Pagodas of like Current Money of Madras aforesaid and being so indebted she the said Vadoovanattammaal in consideration thereof afterwards to wit on the day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vadeyapooy Soobbarayaa Moodeliar Deceased in his life time to pay him the said last mentioned sum of Money when she the said Vadoovanattammaal should should be thereto afterwards requested yet the said Vadoovanattammaal not regarding the said Several promises and undertaking so made by her in that behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Dommareddy Ummal Widow and personal Representation of Vadeyapooy Soobbarayaa Moodeliar Deceased hath not yet paid the said several sums of Money aforesaid or any part thereof to the said Vadeyapooy Soobbarayaa Moodeliar Deceased in his life time or to the said Dammareddy Ummal Widow

and personal Representative of Vadeapoory Soobbarayar Modeliar Deceased since his Decease although often Requested so to do but to pay the same or any part thereof she the said Vadeevanittammanal hath hitherto wholly refused and still doth refuse to the Damage of the said Damaraddy Ummal Widow and personal Representative of Vadeapoory Soobbarayar Modeliar Deceased of five hundred Star Pagodas and therefore she brings her Suit &c.

And the said Vadeevanittammanal by Thomas Disney her Attorney comes and defends the wrong and injury when &c. and says that she cannot deny the Action of the said Damaraddy Ummall widdow and personal Representative of Vadeapoory Soobarayar Modeliar Deceased but she the said Vadeevanittammanal did undertook and promise in manner and form as the said Damaraddy Ummal Widow and personal Representative of Vadeapoory Soobbarayar Modeliar Deceased hath above thereof complained against her and that the said Damaraddy Ummal Widow and personal Representative of Vadeapoory Soobarayar Modeliar Deceased hath sustained damage on occasion of the not performing of the said several promises and undertakings in the

Cognovit filed 7th September 1807

said

Judgment by confession

said declaration mentioned in the Sum of Two hundred and Eight four Star Pagodas Twenty Seven Fanams and Seventy Nine Cash as by the said Declaration is above supposed and thereupon the said Donnacoddy Ummall and personal Representative of Audeapoory Soobaroya Modeliar Deceased prays Judgment and her damages to be acknowledged together with her Costs and charges by her about her Suit in this behalf expended to be adjudged to her &c. Therefore it is considered that the said Donnacoddy Ummall and personal Representative of Audeapoory Soobaroya Modeliar Deceased do recover against the said Vadoovanattummal her damages aforesaid of Two hundred and Eighty four Star Pagodas Twenty Seven Fanams and Seventy Nine Cash in form aforesaid acknowledged and also Eighty one Star Pagodas and Six Fanams for her said Costs and charges by the Court now here adjudged to the said Donnacoddy Ummall Widow and personal Representative of Audeapoory Soobaroya Modeliar Deceased and with her assent which said damages Costs and charges in the whole do Amount to Three Hundred and Sixty five Star Pagodas Thirty three Fanams and Seventy Nine Cash and the said Vadoovanattummal in Mercy &c

Judgment signed for the Plaintiff the 10. day of September 1807 -

mercy

And thereupon the said Donnacoddy Ummall widow and personal Representative of Audeapoory Soobaroya

by William Light her attorney prays the writ of our Lord the King of Fiere 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 Vadoovaettammall 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 three hundred and Sixty five Pagodas thirty three fanams and Seventy nine Cash, which the said Donnacaddy Ummall recovered against the said Vadoovaettammall for Damages which he hath sustained as well by occasion of the non performance of certain promises and undertakings made by the said Vadoovaettammall to the said Donnacaddy Ummall as for Costs and Charges by him about his suit in that behalf Expended - and his writ is granted unto him returnable here on the 10th day of October next.-

Writ of Fi. Fa. issued on the 18th Sept. 1807

625

Third Term 1807

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 Third Term in the Year one thousand eight hundred and seven —

Madras, to wit, - Cullatoor Narsingiah Braminy puts in his place Daniel Neale his attorney against Terence Fitzgerald Esquire in a Plea of Trespass and Ejectment —

Madras to wit. The said Terence Fitzgerald puts in his place William Light his attorney at the Suit of the said Cullatoor Narsingiah Braminy in the Plea aforesaid —

Madras to wit — Be it Remembered that in the First Term in the year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Cullatoor Narsingiah Braminy by Daniel Neale his Attorney and brought into the said Court then there his Certain Plaint against Terence Fitzgerald Esqr in a Plea of Trespass and Ejectment - and there are Pledges to prosecute to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Plaintiff in Trover filed February 6th 1807

Madras to wit Cullatoor Narsingiah Braminy by Daniel Neale his Attorney complains of Terence Fitzgerald Esquire who is a British Subject and as such a person subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case &c. For that Whereas heretofore to wit on the first day of May in the Year of Christ One Thousand Eight Hundred and Six at Madras the said Narsingiah was lawfully possessed of Certain Merchandize goods and chattels (that is to say) Thirty garce of rice - Thirty garce of Menghy rice - Thirty garce of Varu Rice - Thirty garce of Baladavaru rice - Thirty Garce of Rice of the first sort Thirty garce of rice of the Second Sort - Thirty garce of rice of the Third Sort - Thirty garce of New Rice Thirty garce of old rice - Three Hundred and Ninety Marcals of rice - Thirty garce of Paddy - Thirty garce of grain One Thousand Gunny bags and five thousand mats of a large value (to wit) of the value of Five thousand Star pagodas of the Current Money of Madras of his own proper Merchandize goods and chattels and being so thereof possessed the said Narsingiah afterwards to wit on the same day and Year aforesaid at Madras aforesaid casually lost the said Merchandize goods and chattels out of his hands and possession which said Merchandize goods and chattels afterwards to wit on the same day and Year aforesaid at Madras aforesaid came to the hands and

possession

and possession of the said Terence who found ye the same - Yet the said Terence well knowing the said Merchandize goods and chattels to be the Merchandize goods and chattels of the said ye Nardingiah and of right to belong to the said Nardingiah - but contriving and wrongfully intending to injure and defraud the said Nardingiah in this behalf hath not yet delivered the said Merchandize goods and chattels or any part thereof to the said Nardingiah / altho often requested do to do / But on the contrary thereof afterwards to wit on the thirty first day of January in the Year of Christ one thousand Eight hundred and Seven at ye Madras aforesaid converted and disposed of the said Merchandize goods and chattels to his own use To the damage of the said Nardingiah of Five thousand Star Pagodas and therefore he brings his Suit &c.

Plea filed 17th February 1807

And afterwards to wit in the same first Term of the said Year One thousand Eight Hundred and Seven the said Terence Fitzgerald Esqr. by William Leight his Attorney comes and defends the wrong and injury when &c. and says that he is not guilty of the premises above laid to his charge in manner and form as the said Cullatoor Nargingiah Brahmin hath above thereof complained against him and of this he puts himself

himself upon the Court &c.—

And the said Cullatoor Narsingiah

Issue Joined Praneery doth the like.—

Afterwards for the trial of the issue so as aforesaid joined between the parties a day was given by the Court to the Parties respectively—

At which day being the Twenty third day of April in the Sittings after the Second Term now last past came as well the said Narsingiah by his said Attorney as the said Terence by his Attorney above named whereupon the Justices of this Court having heard examined and considered the allegations of the said Parties respectively and the depositions of the several Witnesses adduced on their respective behalves pronounced that the said Terence was guilty of the premisses above

Judgment for the Plaintiff a Vendies in Trover laid to his charge in manner and form as the said Narsingiah hath above thereof complained against him And now at this day comes the said Narsingiah by his Attorney and prays that his damages sustained by him by occasion of the premises may be assessed and that the same damages and also his Costs and Charges laid out by him about his suit in this behalf may be adjudged to him &c. It is therefore considered by the Justices of this court that the said Narsingiah

Judgment signed for the Plaintiff the 11. day of Septr 1807 — Recover

recover for his damages aforesaid against the said Terrence the Sum of Two thousand Five hundred and Eighty two Pagodas Six Fanams and Seventy Cash and that the said Terrence pay unto the said Narsingiah for the Costs and Charges aforesaid of the said Narsingiah the Sum of Two hundred and Twenty seven Pagodas and Twenty three Fanams Which said damages Costs and Charges amount in the whole to the Sum of Two thousand Eight hundred and nine Pagodas Twenty nine Fanams and Twenty Cash - and the said Terrence in his mercy &c. -

mercy

Third Term 1807

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan, Knights, His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight Hundred and Seven —

Fort St. George Madras } Paneyore Linga Pauliapah his Attorney of this Honble Court in a Plea of Debt against William Light Gent. one of the Attornies of this Court — Fawnes Disney

Fort St. George Madras } The said William Light in person at the Suit of the said Paneyore Linga Pauliapah 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 six before the Supreme Court of Judicature at Madras came Paneyore Linga Pauliapah by Fawnes Disney his Attorney and brought into the said Court then here his Certain Plaint against William Light in a Plea of Debt, and there are Pledges for the prosecution to wit John Doe & Richard Roe, which said Plaint follows in these words, that is to say —

Fort St. George

Plaint in debt filed Sept 12. 1806

Fort St George Madras ss Paneyore Linga Pauliapa of Madras Inhabitant by Fownes Disney his Attorney complains of William Light &c Gentleman one of the Attorneys of this Honorable Court being present here in Court in his own person of a plea that he render to him the said Paneyore Linga Pauliapa Eight thousand Star pagodas which he the said William Light owes to and unjustly detains &c from him For that Whereas the said William heretofore to wit on the Sixteenth day of November in the Year One thousand eight hundred and four at Madras aforesaid by his certain Writing Obligatory sealed with the Seal of the said William and to the Court now here shewn the date whereof is on the day and year aforesaid acknowledge himself to be held and firmly bound unto the said Paneyore Linga Pauliapa in the penal Sum of Eight thousand Star pagodas to be paid to the said Paneyore Linga Pauliapa, when he should be thereunto afterwards requested. Yet the said William although often requested to pay the same hath not yet paid the said Sum of Eight thousand Star pagodas above demanded or any part thereof to the said Paneyore Linga Pauliapa, but to pay the same or any part thereof, he the said William hath wholly refused and still refuses so to do, to the said Paneyore

Linga

Plea filed 27th Sept. 1806
&
Plea withdrawn
& Cognovit filed
27th August 1807

Linga Pauliapa his damage of Forty Star pagodas and therefore he brings his Suit —

And afterwards that is to say in the said Fourth Term of the said year One thousand Eight hundred and Six the said William Light in person comes and defends the wrong and injury when &c. says that the said Writing Obligatory in the said Plaint mentioned is not his Deed nor of his he puts himself upon the Court &c.

And the said Paneyore Linga Pauliapa Mood. doth likewise —

And the said William Light 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 Paneyore Linga Pauliapah Moodelly, nor but that the said writing Obligatory is the deed of him the said William Light, nor but that he owes to the said Paneyore Linga Pauliapah Moodelly the said Sum of Eight Hundred Star Pagodas above demanded in manner and form as the said Paneyore Linga Pauliapah Moodelly hath above thereof complained against him. — Therefore it is considered, that the said Paneyore Linga Pauliapah Moodelly, do recover against the said William Light his said debt, and also seventy four Pagodas, and seventy four Fanams, for his damages which he

Judgment by Confession

Judgment signed for the Plaintiff the 12th day of Sept. 1807

he hath sustained as well on Occasion of the detaining the said debt as for his costs and charges by him about his Suit on this behalf expended by the Court now here adjudged to the said Paneyore Linga Pauliapah Moodelly and with his assent: —

And the said William Light in Mercy &c.

Mercy

And Thereupon the said Paneyore Linga Pauliapah Moodelly by Townes Disney his Attorney and prays the Writs of our Lord the King of Capias ad Respondendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said William Light to Satisfy the said Paneyore Linga Pauliapah Moodelly of Eight thousand Star Pagodas, for debt, which the said Paneyore Linga Pauliapah Moodelly recovered against the said William Light and also Seventy four Pagodas and Twenty four Fanams adjudged to the said Paneyore Linga Pauliapah for his damages, which he the said Paneyore Linga Pauliapah sustained as well on Occasion of the detention of the said Debt as for his Costs and Charges by him about his Suit in that behalf Expended — and it is granted unto him Returnable here on the first day of October Next —

Writ of Capias issued on the 12th Sept. 1807

Dora th Lerm 1809

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

Madras to wit Pauliem Aroonachella Chitty puts in his place Daniel Neale his attorney against Ajee Lubbay Mastry in a Plea of Debt -

Madras to wit The said Ajee Lubbay Mastry puts in his place Gilbert Aickles his attorney at the Suit of the said Pauliem Aroonachella Chitty in the Plea aforesaid -

Madras to wit - Be it Remembered that on the Twenty fourth day of August as of the third Term in the Year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Pauliem Aroonachella Chitty by Daniel Neale his attorney and brought into the said Court then there his Certain Plaint against Ajee Lubbay Mastry 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

Fourth Term 1807

Plaintiff debt
filed 24 August
1807

Madras (to wit) Pauliem Aroonachel
=la Chitty by Daniel Neale his Attorney
Complains of Ajee Lubbay Mastry who is a
Mahomedan Inhabitant of Madras and as such
a Person subject to the jurisdiction of this
Honorable Court of Pleas that the said Ajee Lubbay
Mastry render to the said Pauliem Aroonachella
Chitty Seven thousand Two hundred and Thirty
six Star Pagodas of the lawful money of
madras which the said Ajee Lubbay Mastry
owes to and detains from the said Pauliem
Aroonachella Chitty For that Whereas heretofore
to wit on the Third day of May in the Year of
Christ One thousand eight hundred and six at
Madras the said Ajee Lubbay Mastry by his
Certain Writing Obligatory Sealed with his
Seal and to the Court of our Lord the King
here now Shown (the date whereof is the day
and year aforesaid) Acknowledged himself
to be held and firmly Bound to the said
Pauliem Aroonachella Chitty in the said
Seven thousand Two hundred and Thirty six
Star Pagodas To be paid to the said Pauliem
Aroonachella Chitty when he the said Ajee
Lubbay Mastry should be thereto afterwards
requested Yet the said Ajee Lubbay Mastry

Altho

(all the often requested &c) hath not paid to the said
Pauliem Avoonachella Chitty the said Sum of
Seven thousand Two hundred and Thirty Six Star
Pagodas above demanded or any part thereof But
he to pay the same hath hitherto wholly refused
and still doth refuse To the damage of the said
Pauliem Avoonachella Chitty of Ten Star Pagodas
And therefore he brings his Suit &c —

And the said Ajee Lubbay Mastry
by Gilbert Ricketts his Attorney comes and de-
fends the wrong and injury when &c and
says that he cannot deny the said Action of the
said Avoonachella nor but that the said Writing
Obligatory in the said Plaint of the said
Avoonachella mentioned is the Deed of him the
said Ajee Lubbay Mastry Now but that he the said Ajee
Lubbay Mastry doth owe to and detain from the said Avoonachella
the said Sum of Seven thousand two hundred
and thirty Six Pagodas above demanded in
manner and form as the said Avoonachella
hath above thereof complained against him —

Judgment by Confession on Warrant of Attorney in Debt

Therefore it is Considered that the said Avoona-
chella recover against the said Ajee Lubbay
Mastry his said debt and also Sixty Nine Pagodas
and thirty Fanams for his damages which he

Judgment signed upon the Plaintiff's Motion the 18th day of September 1807

hath

Fourth Term 1807

hath Sustained as well by Occasion of the detain-
-ing of the same debt as for his Costs and Charges
by him about his Suit in this behalf expended by
the Court here adjudged to the said Arroonachella
and with his assent and the said Ayie Lubbay
Mastry in Mercy &c

Mercy

And thereupon the said Paulliem Arroonachella Chitty
by Daniel Neale his Attorney prays the Writ 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 Ayee Lubbay Mastry 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 Seven thousand two hundred and thirty six Pagodas
for debt, which the said Paulliem Arroonachella Chitty
Recovered against the said Ayee Lubbay Mastry and also
Sixty nine Pagodas and thirty Fanams adjudged to the said
Paulliem Arroonachella Chitty for his Damages, which he
had sustained as well on Occasion of the Detention of the
said debt as for his Costs and Charges by him about his
Suits in that behalf Expended — and it is granted unto him
returnable here on the Nineteenth day of November next

Writ of Fie: Fa. issued on the 18. day of Sept. 1807.

Jur. 1st 9 Roll
Fourth Term
Section 27

Fourth Term 180[illegible]

Fourth Term 1807

641

No 73

Fourth Term 1807

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

Madras to wit William Abbott and Richard Arthur Maitland put in their place Gilbert Ricketts their attorney against Vichore Seetaramah Pillay in a Plea of Debt -

Madras to wit The said Vichore Seetaramah Pillay puts in his place Thomas Strange Brown his attorney at the Suit of the said William Abbott and Richard Arthur Maitland in the Plea aforesaid -

Madras to wit - Be it remembered that in the Fourth Term in the Year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras Came William Abbott and Richard Arthur Maitland by Gilbert Ricketts their attorney and brought into the said Court then here their certain Plaint against Vichor Seetaramiah Pillay 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

No. 74. Madras

Fourth Term 1807

643

Plaintiff's Debt filed 23d. September 1807 –

Madras /to wit/ William Abbott and Richard Arthur Maitland, of Madras Merchants, by Gilbert Richetts their Attorney Complain of Vichore Seetaramah Pillay, who is a Hindoo Inhabitant of Madras, and as such a person subject to the Jurisdiction of this Honble Court of a Plea that he render to the said William Abbott and Richard Arthur Maitland Forty One Thousand Nine Hundred and eighty Seven Star Pagodas and one Fanam of the Current Money of Madras which he owes to and unjustly detains from them For that whereas heretofore to wit on the Thirty first day of August in the year of Christ One Thousand eight hundred and Seven at Madras, by his certain writing Obligatory Sealed with his Seal and to the Court of our Lord the King here now Shewn /the date whereof is the day and year aforesaid/ the said Vichore Seetaramah Pillay by the name and addition of Vichore Seetaramah Pillay of Madras Inhabitant /acknowledged himself to be held and firmly bound unto the said William Abbott and Richard Arthur Maitland in the said Sum of Forty One Thousand Nine hundred and eighty Seven Star Pagodas and one Fanam To be paid to the said William Abbott and Richard Arthur

No 74

Fourth Term 1807

Arthur Maitland whom he the said Vichore Seetavarnah Pillay should be thereto afterwards requested yet the said Vichore Seetavarnah Pillay (although often requested &c.) hath not paid the said Sum of Forty One Thousand Nine hundred and eighty Seven Star Pagodas and one fanam above demanded or any part thereof to the said William Abbott and Richard Arthur Maitland or to either of them But he to pay the same hath hitherto wholly refused and still doth refuse To the damage of said William Abbott and Richard Arthur Maitland of One hundred Star Pagodas and therefore they bring Suit &c.

And the said Vichore Seetavarnah Pillay by Thomas Annesley Browne his Attorney comes and defends the wrong and injury when &c. and says that he cannot deny the said Action of the said William Abbott and Richard Arthur Maitland nor but that the said writing obligatory in the said Plaint of the said William Abbott and Richard Arthur Maitland mentioned is the deed of him the said Vichore Seetavarnah Pillay nor but that he the said Vichore Seetavarnah Pillay doth owe to and detain from the said William Abbott and Richard

Judgment by confession on a Warrant of Attorney, in Debt

Thomas A. Brown Atty for Defend.

Richard Arthur Maitland the said Sum of Forty One Thousand Nine hundred and eighty Seven Star Pagodas and One Fanam above demanded in manner and form as the said William Abbott and Richard Arthur Maitland have above thereof complained against him Therefore it is considered that the said William Abbott and Richard Arthur Maitland recover against the said Vichone Seetaramah Pillay their said debt &c and also Fifty One Pagodas and Twenty four Fanams for their damages which they have sustained as well by occasion of the detaining of the said Debt as for their Costs and Charges by them about their Suit in that behalf expended by the Court here &c adjudged to the said William Abbott and Richard Arthur Maitland and with their assent and the said Vichone Seetaramah Pillay in mercy &c

Judgment signed for the Plaintiffs the 23d day of September 1807

Mercy

And Thereupon the said William Abbott and Richard Arthur Maitland by Gilbert Ricketts their attorney pray 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 Vichone Seetaramah Pillay within the jurisdiction of the said Supreme Court of Judicature aforesaid by Seizure and if it be necessary by Sale thereof the Sum of forty one thousand Nine hundred and eighty Seven Pagodas and one fanam for Debt, which the said William Abbott and Richard Arthur Maitland recovered

Fourth Term 1807

recovered against the said Victore Sectaramah Pillay — and also fifty one Pagodas and Twenty four Fanams adjudged to the said William Abbott and Richard Arthur Maitland for their damages, which they had sustained as well on occasion of the detention of the said Debt as for their Costs and Charges by them about their Suit in that behalf expended — and it is granted unto them returnable here on the Twenty third day of October next — The same day is given to the said William Abbatt and Richard Arthur Maitland at the same place And afterwards to wit on the 26th day of the said Month of October before the said Supreme Court come the said William Abbott and Richard Arthur Maitland by their Attorney aforesaid, and thereupon return to the said Court that the said writ has not been placed in the hands of the said Sheriff — And thereupon on the same 26th day of the said Month of October, the said William Abbatt and Richard arthur Maitland come here before the said Court by their Attorney aforesaid and pray a second writ of our said Lord the King of Fieri Facias to be directed to the Sheriff of Madras aforesaid, Commanding him in Manner and form aforesaid, and it is granted to them, returnable here on the 26th day of November then next following the same day is given to the said William Abbatt and Richard Arthur Maitland, and afterwards to wit on the 14th day of December then next following before the said Court come the said William Abbott and Richard arthur Maitland by their Attorney aforesaid and thereupon return to the said Court that the said second writ of Fieri Facias has not been put into the hands of the said Sheriff

1st Writ of Fi. Fa. issued on the 23d day of Sept. 1807

2d Writ of Fi. Fa. issued on the 26th day of October 1807

1st Ca. ad Satisfac.m issued 30.th Sept.r 1807

And afterwards to wit on the 30.th day of September in the Fourth term of the said Year one thousand eight hundred and seven, the said William Abbott and Richard Arthur Maitland come here into Court by their attorney aforesaid and pray the writ of our said Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras aforesaid Commanding him that he take the said Veechore Seetaramah Chitty if he be found in his Bailiwick and him safely keep, so that he may have his body before the said Supreme Court on the thirtieth day of October then following, to satisfy the said William Abbott and Richard Arthur Maitland their debt and damages aforesaid, and this granted to them &c. The same day is given to the said William Abbott and Richard Arthur Maitland at the same place - and afterwards to wit on the 13.th day of December in the Year one thousand eight hundred and nine before the said Court come the said William Abbott and Richard Arthur Maitland by their attorney aforesaid - and thereupon Return=endum hath not been put into the hands of the Sheriff

2.d Ca. ad Sad. - issued 13.th Dec.r 1809

And afterwards to wit on the same 13.th day of December on the 4.th Term of the said Year one thousand eight hundred and nine the said William Abbott and Richard Arthur Maitland came here into Court by their attorney aforesaid and pray a second writ of our said Lord the King of Capias ad Satisfaciendum against the said Veechore Seetaramah Pillay to be directed to the Sheriff of Madras aforesaid

aforesaid Commanding him in Manner and form aforesaid, and it is granted to him returnable here before the said Court on the 2d. day of February then next following the same day is given to the said William Abbott and Richard Arthur Maitland at the same place - afterwards to wit on the 27th. day of January in the year one thousand eight hundred and ten before the said Court Came the said William Abbott and Richard Arthur Maitland by their attorney aforesaid, and the Sheriff of Madras aforesaid thereupon returns to the said Court the said Writ of Capias ad Satisfaciendum, to him in form aforesaid directed served and Executed - And afterwards to wit on the 2d. day of February in the 1st. Term of the Year 1810 the said Vichore Seetaramah Pillay Come here into Court by his attorney aforesaid and prays a Rule to be issued out of the said Court against the said William Abbott and Richard Arthur Maitland directing them to appear before the said Court at the day therein contained, to Shew Cause why the Judgment entered up against the said Vichore Seetaramiah in this action, and also the Writs of Capias ad Satisfaciendum which issued thereon on the said 13th. day of the said Month of December should not be set aside with Costs and the said Vichore Seetaramah discharged out of the Custody of the Sheriff as to this action and the said William Abbott and Richard Arthur Maitland before the said Court on the 13th. day of the said Month of February

Rule to Shew Cause why the Writs of Ca. Sa. issued in this cause, should not be Set aside with Costs

by his said attorney Shews Cause against the Rule obtained by the said Vechore Seetarama Pillay as aforesaid — and afterwards to wit on the 15th day of the said month of February, upon all and Singular the Premises being seen and by the said Court here fully understood and mature deliberation being thereupon had it is Considered that the Writ of Capias ad Satisfaciendum which issued in this action Rule set aside with Costs (upon Cause being shewn) on the 15th Febry 1810. be set aside — that the said Vichore Seetaramah Pillay be discharged out of the Custody of the Sheriff as to this action — and that the said William Abbatt and Richard arthur Maitland do pay to the said Vichore Seetaramah Pillay the Costs of this application — and that no further proceedings be had or Maned in this action by the said William Abbatt and Richard arthur maitland without a Special application to the said Court

650

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one Thousand eight hundred and seven -

Madras to wit Saravana Moodaliar Nephew and Successor to the Estate and Credits which were of Moottu Comarappa Moodaliar deceased puts in his place Daniel Neale his attorney against Coolummall widow of Mariappa deceased in a Plea of Trespass on the Case -

Madras to wit The said Coolummall puts in her place James Sutherland her attorney - at the Suits of the said Saravana Moodaliar in the Plea aforesaid -

Madras to wit Be it remembered that as of the Second Term in the Year of Christ one Thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came Saravana Moodelliar Nephew and Successor to the Estate and Credits which were of Moottu Comarappa Moodelliar deceased and brought in to the said Court then there his Certain Plaint against Coolummall in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

652
Plaint in assumpsit
Filed 16th June
1807.

Fourth Term 1807

Madras to wit. Saravana Moodaliar Nephew and Successor to the estate and Credits which were of Mootta Comarappa Moodaliar deceased (and which said Mootta Comarappa Moodaliar was in his life time and at the time of his death a Hindoo Native of India) by Daniel Neale his attorney complains of Coolummall a Hindoo Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court who is the Widow of Mauveappan deceased heretofore a Hindoo Native of India and who hath Succeeded to and possessed herself of the estate which was of the said Mauveappan at the time of his death - For that Whereas heretofore and in the lives time of the said Mootta Comarappa Moodaliar and Mauveappan Respectively to wit on the twenty fourth day of May in the Year of Christ One thousand Seven hundred and Ninety five at Madras the said Mauveappan According to the Custom of such Hindoos made his certain instrument in writing in the Malabar Language purporting to be and commonly called a Mortgage Bond his own proper hand being thereunto subscribed and bearing date the twelfth Chittary of Nala year or the day and Year of Christ aforesaid and then and there delivered the same Instrument in

No 45

in Writing to the said Moottu Comarappa Modaliar by which said Instrument in writing the said Mauvepsparr acknowledged that he had in consequence of his Urgent Occasion borrowed and received of the said Moottu Comarappa Modaliar the sum of One hundred Star pagodas Current Money of Madras, and did thereby engage to repay to the said Moottu Comarappa Modaliar the same sum on or before the thirtieth Caurtega or the tenth day of December 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 such Windoos the said Mauvepsparr in his life time became liable to pay to the said Moottu Comarappa Modaliar in his life time the said Sum of Money in the said Instrument in Writing specified According to the tenor and effect of the said Instrument in Writing and being so liable the said Mauvepsparr in his life time in consideration thereof afterwards to wit on the same twenty fourth day of May in the Year of Christ aforesaid at Madras aforesaid undertook and then and there faithfully promised the said

Moottu

Fourth Term 1807

Moottu Comarappa Moodaliar in his life time to pay him the said Sum of Money in the said Instrument in Writing specified according to the tenor and effect of the said Instrument in writing And Whereas the said Mauracappa in his life time afterwards to wit on the said tenth day of December in the year of Christ One Thousand Seven hundred and Ninety five aforesaid at Madras aforesaid was indebted to the said Moottu Comarappa Moodaliar in his life time in the Sum of five hundred Star Pagodas of the lawful Current Money of Madras, for Money by the said Moottu Comarappa Moodaliar before that time lent and advanced to the said Maurecappa and at his special instance and Request and being so indebted the said Maurecappa in his life time in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Moottu Comarappa Moodaliar in his life time to pay him the said last mentioned sum of money when he the said Maurecappa should be thereto afterwards Requested And Whereas the said Maurecappa in his life time afterwards to wit on the same day and year last

last aforesaid at Madras aforesaid accounted with the
said Mootta Comaraiyya Moodaliar in his life time
of and concerning divers other Sums of Money before
that time due and owing from the said Maureappan
to the said Mootta Comaraiyya Moodaliar and then
being in Arrear and unpaid and upon that Account=
=ing the said Maureappan was then and there found
to be in Arrear and indebted to the said Mootta Co=
=maraiyya Moodaliar in the further Sum of
five hundred Star Pagodas of the like lawful
Current Money of Madras and being so found in
Arrear and indebted the said Maureappan in his
life time in consideration thereof afterwards to
wit on the same day and Year last aforesaid at Madras
aforesaid undertook and there and there faithfully promised
the said Mootta Comaraiyya Moodaliar in his
life time to pay him the said last Mentioned
Sum of Money when he the said Maureappan
should be thereto afterwards Requested, Yet the said
Maureappan in his life time and the said
Coothummall Successor to and Possessor of the estate
of the said Maureappan as aforesaid not regarding
the said Several Promises and undertakings of the
said Maureappan so by him made in manner and
form aforesaid but contriving and intending to
deceive and defraud the said Mootta Comaraiyya
Moodaliar

Fourth Term 1807

Moodaliar in his life time and the said Saravana
Succesor as aforesaid since his death the said
Mauveappan did not at any time in his life
time pay and since the death of the said Mauveappan
hitherto the said Coolummall hath not paid the
said Several Sums of Money or any or either of
them or any part thereof (altho so to do the said
Mauveappan in his life time was Requested by
the said Mootta Comarappa Moodaliar in his life
time to wit on the day and Year last aforesaid
and after the deaths of the said Mauveappan and
Mootta Comarappa Moodaliar Respectively the said
Coolummall was Requested by the said Saravana
to wit on the tenth day of June in the Year of
Christ One thousand Eight hundred and Seven
and often times afterwards at Madras aforesaid)
But to pay the same the said Mauveappan
in his life time wholly refused and the said
Coolummall still doth refuse to pay the same
to the said Saravana Succesor as aforesaid - To
the damage of the said Saravana Succesor as
aforesaid of five Hundred Star Pagodas and
therefore he brings his Suit &c.

imparlance

And afterwards that is to say on the

Ninth

Ninth day of July in the same Vacation of the same Second Term one thousand eight hundred and Seven until which day the said Coallumall had leave to impard to the said Plaint and then to Answer the same came as well the said Saravanah Moodaliar by his said Attorney as the said Coallumall by his said Attorney — And the said Coallumall defends the wrong and injury when &c. And Says that the said Maureaspran in his life time did not undertake or promise in manner and form as the said Saravana Moodeliar hath above thereof complained against her and of this she puts herself upon the Court &c —

Plea Filed 9th July 1807.

And the said Saravanah doth &c the like —

Issue Joined

Afterwards and in the third Term &c now last past a day was given to the Parties &c respectively in order to the trial of the issue do &c aforesaid joined between them —

At which day (being the Fifth day of August in the same third Term came the said Parties by their respective Attornies aforesaid whereupon the Justices of this Court having heard examined and considered the allegations of the said Parties respectively and the depositions of the Witnesses adduced in this behalf did pronounce that the said Maureaspran in his life time undertook and promised in Manner and

Judgment for the Plaintiff on a Verdict in assumpsit —

and Form as the said Saravana Moodelly hath above thereof complained against the said Coelumall

And now at this day comes the said Saravana Moodelly by his said Attorney and prays the Judgment of the Court of and upon the premises- It is therefore considered and adjudged that the said Saravana Moodelly Successor as aforesaid do recover against the said Coelumall for the damages which the said Saravana hath sustained by reason of the Non performance by the said Mareycapan in his life time and by the said Coelumall since his decease of the said several promises and undertakings of the said Maurea- =pan the sum of Two hundred and Forty eight Star Pagodas over and besides the costs and charges of the said Saravana Moodelly by him about his suit in this behalf expended - and that the said Coelumall do pay unto the said Saravana Moodelly for his said costs and charges the sum of One hundred and Nineteen Pagodas and Thirty five fanams Which damages, costs and charges amount to Three hundred and Sixty Seven Pagodas and Thirty five fanams to be levied of the Goods and chattels which were of the said Mareycapan at the time of his death in the hands of her the said Coelumall to be administered if she hath so much in her hands to

Judgment signed for the Plaintiff the 23d. day of Sept. 1807 -

No 75

to be Administered — and if she hath not so much —
in her hands to be Administered there to be Levied of
the proper Goods and Chattels of the said Coolumale
and the Said Coolumale in Mercy &c —

mercy

Writs of Fie. Fa. issued on the 23d day of Sept.r 1807

Whereupon the said Saravana Modelly Successor as aforesaid by Daniel Neale his attorney prays the Writs of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras to Cause him to Levy and Make of the Houses, Lands, Debts and Effects Real and personal of the said Maureapan at the time of his death in the hands of the said Coolumall widow of the said Maureapan to be administered, within the jurisdiction of the said Supreme Court of Judicature at Madras, by Seizure, and if it be Necessary by Sale thereof, the Sum of three hundred and Sixty seven Pagodas and thirty five fanams, which the said Saravana Modelly Recovered against the said Coolumall as widow as aforesaid for his Damages, which he had sustained as well on Occasion of the Non performance of Several promises and undertakings made by the said Maureapan in his life time and by the said Coolumall since his decease to the said Saravana Modelly as for his Costs and Charges by him about his suit in that behalf Expended, if the said Coolumall hath so much in her hands to be administered, and if she hath not so much in her hands to be administered, then to be Levied of the proper Goods and Chattels of the said Coolumall — and it is

granted

No 75

660

Fourth Term 1807

granted unto him returnable here on the 23d. day of October
next -

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

Fort Saint George } John Denn on the Demise of Ramaswamy Naick puts in his
Madras } place Thomas Annesley Brown his Attorney against Richard Fenn
in a Plea of Trespass and Ejectment -

Fort St. George } The said Richard Fenn in his proper person at the suit
Madras } of the said John Denn in the Plea aforesaid -

Fort St. George } Be it remembered that on the 11th day of September in the
Madras } Vacation after the third Term one thousand eight hundred
and seven before the Supreme Court of Judicature at
Madras came John Denn by Thomas Annesley Brown his
Attorney and Brought into the said Court then there his
certain Plaint against Richard Fenn in a Plea of Trespass
and Ejectment and there are Pledges to prosecute to wit John Doe
and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

662

Fourth Term 1807

Plaintiffs Declaration filed 11th September 1807

Fort Saint George. Madras. John Dunn by Thomas Annesley Brown his Attorney complains of Richard Ford being a British Subject And as such a person liable to the Jurisdiction of this Honorable Court For that one Ramasawmy Naick heretofore to wit on the First day of December in the Year One thousand Eight hundred and Six at Madras aforesaid had demised granted and to farm let out to the said John Five Messuages Fifty Cawnies of Arable Land Fifty Cawnies of Garden Ground and Fifty Cawnies of other Land with the Appurtenances Situate lying and being at Purdevanchavum within the limits as fixed for the Jurisdiction of this Honorable Court To have and to hold the said premises with the appurtenances to the said John and his assigns from the said first day of December in the Year aforesaid for and during and unto the full end and term of Five Years from thence next ensuing and fully to be compleat and ended by virtue of which said demise the said John entered into the premises aforesaid with the appurtenances and was possessed thereof until the said Richard afterwards to wit on the Second day of December in the Year aforesaid with force and Arms &c entered into the premises aforesaid with the appurtenances in the possession of the said John and them and there ejected &c

Arrow

No 76

drove out and Amoved the said John from his said farm his said term therein not being Yet ended and him the said John so ejected drove out and Amoved hath kept out and still doth keep from his possession and other injuries to him then and there did against the Peace of our Lord the King and to the damage of the said John of Five hundred Pagodas and therefore he brings Suit &c.

And now at this day that is to say on the Nineteenth day of September in the Fourth Term in the year one thousand eight hundred and Seven until which day the said Richard had Leave to Imparl to the said Plaint and then to Answer the same came as well the said John by his Attorney aforesaid as the said Richard in his proper person and the said Richard defends the force and injury when &c and says nothing in bar or preclusion of the said Action of the said John whereby the said John remains therein undefended against the said Richard Therefore it is considered that the said John recover against the said Richard 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 hereupon the said John freely here in

Judgment against the Casual Ejector by order of Court dated the 19th Sept. 1807 -

Judgment signed for the Lessor of the Plaintiff the 24th day of Sept. 1807

in Court remits to the said Richard all such
damages Costs and Charges as might or ought
to be adjudged to him the said John by reason
of the Trespass and Ejectment aforesaid Therefore
let the said Richard be acquitted of those damages
Costs and Charges &c And thereupon the said
John prays the Writ of our Lord the King to be
directed to the Sheriff of Madras to cause him
to have possession of his said Term yet to come
of and in the premises aforesaid with the
Appurtenances and it is granted to him Returnable
here on the 1st day of October next —

Writ of Possession issued on the 24th Sept. 1804

Fourth Term 1807

665

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Benjamin Sullivan, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras — of the Fourth Term in the Year one thousand eight hundred and seven —

Fort St. George Madras } Narnavaram Causy Chitty puts in his place Townes Disny his attorney against Paulavarty Vencammah widow in a Plea of Trespass on the case —

Fort St. George Madras } The said Paulavarty Vencammah widow puts in his place William Light his attorney at the Suit of the said Narnavaram Causy Chitty 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 seven before the Supreme Court of Judicature at Madras came Narnavaram Causy Chitty by Townes his attorney and brought into the said Court then here his certain Plaint against Paulavarty Vencammah 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

Plaintiff's Declaration filed 8th Sept. 1807

Fort St George ss Narrainarrain Canny Chitty of Madras Inhabitant by Fornea Disney his Attorney complains of Paulavarty Veeranmah Widow being an Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Honble Court. For that Whereas the said Paulavarty Veeranmah heretofore to wit on the Sixth day of November in the Year One thousand eight hundred and five at Madras aforesaid made her certain Note in writing in the Malabar language according to the laws and customs of such Hindoo Natives of India, her own proper hand being thereunto set and subscribed bearing date the same day and year aforesaid, and then and there delivered the said Note to the said Narrainarrain Canny Chitty by which said Note, she the said Paulavarty Veeranmah acknowledged to have borrowed and received of the said Narrainarrain Canny Chitty the Sum of One hundred and Sixty four pagodas and eighteen fanams Current Money of Madras which Sum she the said Paulavarty Veeranmah did thereby engage to repay to the said Narrainarrain Canny Chitty on or before the thirteenth day of May 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

No. 77

whereof and according to the laws and customs of such Hindoo Natives of India, She the said Paulavanty Veeranmmah then and there became liable to pay to the said Narrainavarm Canny Chitty the said Sum of money in the said Note contained, according to the tenor and effect of the said Note. And being so liable she the said Paulavanty Veeranmmah 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 Narrainavarm Canny Chitty to pay him the said Sum of money in the said Note contained according to the tenor and effect of the said Note AND WHEREAS also the said Paulavanty Veeranmmah afterwards to wit on the eighth day of March in the year One thousand eight hundred and six at Madras aforesaid made her certain other Note in writing in the Malabar language according to the laws and customs of such Hindoo Natives of India, her own proper hand being thereunto subscribed bearing date the same day and year aforesaid, and then and there delivered the said Note in writing to the said Narrainavarm Canny Chitty by which said Note, She the said Paulavanty Veeranmmah acknowledged to have borrowed and received of the said

1807

Judgment Roll

Fourth Term

Section 28

said Narrainsawmy Canny Chitty the Sum of One hundred and fifty three Pagodas, twelve Fanams and forty Cash of Current money of Madras aforesaid, which Sum She the said Paularanty Vencammah did thereby engage to repay to the said Narrainsawmy Canny Chitty on or before the eighth day of June then next ensuing with all such interest as should or might become due thereon at the rate of Twelve per Cent per Annum. By reason whereof and according to the laws and customs of such Hindoo Natives of India the said Paularanty Vencammah then and there became liable to pay to the said Narrainsawmy Canny Chitty the said Sum of Money in the said last mentioned Note contained, according to the tenor and effect of the said Note. And being so liable She the said Paularanty Vencammah 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 Narrainsawmy Canny Chitty to pay him the said Sum of money in the said last mentioned Note contained, according to the tenor and effect of the said Note. And Whereas also the said Paularanty Vencammah afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Narrainsawmy Canny Chitty in other Three hundred Star pagodas of like lawful money of Madras aforesaid for so

Much

much money by the said Narrowanna Canny
Chitty before that time lent and advanced to the
said Paulawarty Vencanmah at her Special
instance and request. And being so indebted the
the said Paulawarty Vencanmah 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 Narra=
=wanna Canny Chitty to pay him the said last
mentioned Sum of money when she should be
thereunto afterwards requested. And Whereas
also the said Paulawarty Vencanmah afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid was indebted to the said
Narrowanna Canny Chitty in other Three hundred
Star Pagodas of like lawful Money of Madras aforesd.
for so much money by the said Paulawarty Vencan=
=mah before that time had and received to and
for the use of the said Narrowanna Canny Chitty
And being so indebted, she the said Paulawarty
Vencanmah 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 Narrowanna Canny
Chitty to pay him the said last mentioned
Sum of money when she should be thereunto
afterwards requested. And Whereas also the

said Paulavarty Verrammah afterwards to wit on the day and year last mentioned at Madras aforesaid &c accounted together with the said Narrainaram Canny Chitty of and concerning divers Sums of money &c from the said Paulavarty Verrammah to the said Narrainaram Canny Chitty before that time due and owing, and then and there in arrear and unpaid, and upon that account the said Paulavarty Verrammah was then and there found in arrear and indebted to the said Narrainaram Canny Chitty &c in other Three hundred Star Pagodas of like lawful money of Madras aforesaid. And being so found in arrear and indebted she the said Paulavarty &c Verrammah in consideration thereof afterwards to wit on the day and Year last mentioned at Madras aforesaid undertook and then and there faithfully promised the said Narrainaram Canny Chitty to pay him the said last mentioned Sum of money when she should be thereunto afterwards requested. Yet the said Narrainaram Canny Chitty not regarding her several promises and undertakings so by her in manner and form aforesaid made, but &c contriving and fraudulently intending craftily and subtilely to deceive and defraud the said &c Narrainaram Canny Chitty in this particular hath not yet paid the said Several Sums of Money or any part thereof to the said Narrainaram Canny Chitty although

Fourth Term 1807

although often requested so to do, but to pay the same or any part thereof to the said Narragansett Savy Chitty She the said Paulsworthy Vanrammonds hath hitherto wholly refused and still doth refuse to the said Narragansett Savy Chitty his damage of Three hundred and fifty Rix pagodas and therefore he brings Suit &c.

Cognovit filed 12th Sept. 1807

And the said Paulsworthy Vanrammonds by William Light her Attorney comes and defends the wrong and injury when &c. And says that she cannot deny the said action of the said Narragansett Savy Chitty, nor but that she did undertake and promise in manner and form as the said Narragansett Savy Chitty hath above thereof complained against her, nor but that the said Narragansett Savy Chitty hath sustained damages by occasion of the Non performance of the said several promises and undertakings to the Sum of Five hundred and fourteen pagodas, Seventy Fanams and forty five Cash as he the said Narragansett Savy Chitty hath above in his said Declaration suppposed. And thereupon the said Narragansett Savy Chitty prays that the damages so acknowledged together with his expenses and costs laid out by him about his suit in this behalf may be adjudged to him &c. Wherefore it is considered that the said Narragansett Savy Chitty recover

Judgment by Confession

Judgment signed for the Plaintiff the 26th Sept. 1807

against the said Paulavarty Vencammah his
damages aforesaid so by her in form aforesaid
acknowledged and also the Sum of Sixty Six
Pagodas and four Fanams, for his Costs and
Charges by the Court here adjudged to the said
Narnavaram Cawey Chitty and with his assent —
which said damages Costs and Charges in the
whole amount to the Sum of Two hundred and
eighty Pagodas, Twenty one Fanams and forty five
Cash And the said Paulavarty Vencammah &c
in mercy &c.—

mercy

And thereupon the said Narnavaram Cawey Chitty by
Townes Disney his Attorney prays the Writ 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 Paulavarty Vencammah 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 Eighty
Pagodas, Twenty one fanams and forty five Cash, which the said
Narnavaram Cawey Chitty recovered against the said Paulavarty Vencam-
-mah for Damages which he hath sustained as well by occasion of the
Non performance of Certain Promises and Undertakings made by the said
Paulavarty Vencammah to the said Narnavaram Cawey Chitty as
for Costs & Charges by him about his Suit in that behalf
Expended — And it is granted unto him returnable here on
the 26th day of October next —

Writ of Fie: Fac
issued on the
26th Sept: 1807

674

Four R Leun 1807

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan, Knight, one of His majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and seven -

Fort St. George Madras } Cawsey Mootiah & Moodelly puts in his place William Light his Attorney against Edward Watts in a Plea of Trespass on the Case -

Fort St. George Madras } The said Edward Watts puts in his place Daniel Neale his attorney at the Suit of the said Cawsey Mootiah Moodelly in the Plea aforesaid

Fort St. George Madras } Be it remembered that in the Vacation after the Fourth Term of the Year one thousand eight hundred and six before the Supreme Court of Judicature at Madras came Cawsey Mootiah Moodelly by William Light his attorney and brought into the said Court then there his Certain Plaint against Edward Watts in a Plea of Trespass on the Case and therof are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

676 Fourth Term 1807

Plaintiff's Declaration filed 26th January 1807 — Fort Saint George Madras. Carvey Mostiah Moodaliy by William Light his Attorney complains of Edward Watts a British subject and as such subject to the Jurisdiction of this Honorable Court For that Whereas before and at the time of the making the promise and Agreement of the said Edward hereinafter mentioned the said Edward one Thomas Chase one John Chinnery One John Mc Donall and one Gilbert Richetts were Partners carrying on and exercising dealings and trade under the firm of Chase Chinnery and Co. to wit at Madras aforesaid And Whereas also before the making of the promise and Agreement of the said Edward hereinafter mentioned the said partners carrying on and exercising dealings and trade as aforesaid under the firm of Chase Chinnery and Co had entered into a certain Contract called the Salt Contract with the Government of Fort Saint George relating to and in the behalf of the Honorable Company of United Merchants trading to the East Indies for the Supplying of the said Government of Fort Saint George with certain quantities of Salt And Whereas also the said Carvey Mostiah Moodaliy before the making of the said promise and Agreement of the said

the special instance and request of the said C. H.
persons carrying on and exercising dealings and
trade under the said firm of Chase Chinnery and
Co as aforesaid had furnished the said Government
of Fort Saint George with a large quantity of Salt to wit
Two hundred and thirty eight and an half Garce thereof
towards the fulfilment and completion of the said
Contract of the said persons carrying on trade
and dealings under the said firm of Chase
Chinnery and Co with the said Government of
Fort Saint George And thereupon afterwards to
wit on the Ninth day of September in the year
One thousand Eight hundred and Five in
consideration that the said Cawsy Mootiah
Moodelly had before that time Supplied the said
Government of Fort Saint George at the special
instance and request of the said persons carrying
on and excercising trade under the firm of Chase
Chinnery and Co with the said large quantity
of Salt and also in consideration that there then
remained due and owing to the said Cawsy
Mootiah Moodelly for and on
account of such Salt upon balance of Accounts a
certain large Sum to wit the Sum of One
thousand Three hundred and Ninety eight Star
Pagodas Twelve Fanams and Ten Cash he the said
Edward by a certain Note or Memorandum Signed
with

with his Name underlook and there and so there faithfully promised the said Cawdy Mootiah Moodelly to pay him the said Balance or Sum of Money when he the said Edward should be thereto afterwards requested authority and by reason of which said several promises he the said Edward became liable to pay to the said Cawdy Mootiah Moodelly the said Sum of Money according to the tenor of his aforesaid promise and Agreement in that behalf to wit at Madras aforesaid And whereas also the said Edward afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Cawdy Mootiah Moodelly in other Sum of One thousand Three hundred and Ninety eight Star Pagodas Twelve Fanams and Ten Cash current money of Madras for much money by the said Cawdy Mootiah Moodelly before that time lent and advanced to the said Edward and at his special instance and request and being so indebted he the said 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 Cawdy Mootiah Moodelly to pay him the aforementioned Sum of money when

afterwards requested And Whereas also the said Edward afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Cawsy Mootiah Moodelly in other Sum of One thousand Three hundred and Ninety eight Star Pagodas Twelve Fanams and Ten Cash of Current money of Madras aforesaid for so much money by the said Edward before that time had and received to and for the use of the said Cawsy Mootiah Moodelly and being so indebted he the said 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 Cawsy Mootiah Moodelly to pay him the said Sum of money last mentioned when he the said Edward should be thereunto afterwards requested And Whereas also the said Edward afterwards to wit on the same day and year last aforesaid at Madras aforesaid Accounted together with the said Cawsy Mootiah Moodelly of and concerning divers other Sums of Money before that time due and owing from the said Edward to the said Cawsy Mootiah Moodelly and then being in arrear and unpaid and upon that account the

Said

said Edward was then and there found in arrear
and indebted to the said Lawry Mootiah Moodly
in the Sum of One Thousand Three hundred
and Ninety eight Star Pagodas Twelve Fanams and
Ten Cash and in consideration thereof afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid the said Edward took upon
himself and then and there faithfully promised
the said Lawry Mootiah Moodelly that he the said
Edward would well and truely pay and satisfy to the
said Lawry Mootiah Moodelly the said Sum of One
Thousand Three hundred and Ninety eight Star
Pagodas Twelve Fanams and Ten Cash last be-
mentioned when he should be afterwards there-
unto requested Yet the said Edward not regarding
his said several promises and undertakings
by him made as aforesaid but contriving and
fraudulently intending craftily and subtilly to
deceive and defraud the said Lawry Mootiah
Moodelly in this behalf hath not paid to the said
Lawry Mootiah Moodelly the said several Sums
of money in those promises and undertakings
mentioned and thereby agreed to be paid by the said
Edward or any or either of them or any part
thereof either in the manner or the time prescribed

and undertakings respectively mentioned or in any other manner whatsoever although to do this he the said Edward afterwards to wit on the Twenty third day of January in the year at Madras aforesaid was requested by the said Cawsy Mootiah Moodelly but he to do so hath hitherto refused and still refuses and the said several Sums are still wholly due and owing to the said Cawsy Mootiah Moodelly to his Damage of One thousand three hundred and Ninety eight Star Pagodas Twelve Fanams and Ten Cash and therefore he brings his Suit &c

AND afterwards to wit on the Second Term of the year one thousand eight hundred and Seven in the said Supreme Court of Judicature at Madras till which term the said Edward had leave to imparl to the said Plaint and then to Answer the same comes as well the said Cawsy Mootiah Moodelly by his said Attorney as the said Edward by his said Attorney and the said Edward Defends the wrong and injury When &c and says that he did not Undertake or promise in manner and form as the said Cawsy Mootiah Moodelly hath above thereof Complained against him - And this he prays may be inquired of by the Court -

imparlance

Plea filed 2 9. april 1807

AND the said Cawsy Mootiah &c doth the like -

Issue Joined

Afterwards and for the trial of the Issue

ofone so as aforesaid joined between the Parties a day was given to them by the Court—

Plaintiff nonsuited

At which day being the fifth day of August in the Third Term now last past came as well the said Edward Mostiad by his Attorney as the said Edward by his Attorney aforenamed— And the Justices of this Court having heard examined and considered the allegations of the said Parties respectively in respect to the premises and the depositions of the Witnesses adduced in this behalf were about to pronounce their Verdict of and concerning the Matters in ofone between the said Parties— Whereupon the said Edward Mostiad departed from the Court And although Solemnly Called came not again but made default and did not further prosecute his said Plaint against the said Edward—

Judgment of nonsuit

And now at this day came the said Edward by his said Attorney— Wherefore it is considered and Adjudged that the said Edward Mostiad take nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c— And it is further considered that the

Judgment signed for the Defendant the 29th day of September 1807.

Montieth for the Costs and Charges of him the said Edward laid out by him about his defence in this behalf the Sum of One hundred & and two Pagodas by the Court here adjudged to the said Edward and with his assent according to the Form of the Statute in that case made and Provided And that the said Edward have execution thereof &c.

Execution

684

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Benjamin Sullivan, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and seven —

Fort St. George Madras } Pareah Hussein puts in his place William Light his attorney against Veerasawmy Pillay in a Plea of Trespass on the case —

Fort St. George Madras } The said Veerasawmy Pillay puts in his place Daniel Beale his attorney at the Suit of the said Pareah Hussein in the Plea aforesaid —

Fort St. George Madras } Be it remembered that in the Third Term in the Year one thousand eight hundred and six before the Supreme Court of Judicature at Madras Came Pariah Hussein by William Light his attorney and brought into the said Court then there his certain Plaint against Veerasawmy Pillay in a Plea of Trespass on the Case — There are Hedges for the prosecution to wit John Doe and Richard Roe &c. which follows in these words, that is to say,

686 Fourth Term 1807

Plaint in assumpsit filed 24th July 1806

Fort Saint George Madras Parvada Mupsaiva of Madras Bullock Master by William Light his Attorney complains of Veerasawmy Pillay of Madras Hindoo Inhabitant and Subject to the Jurisdiction of this Honorable Court For that Whereas the said Veerasawmy Pillay heretofore to wit on the Twenty Second day of July in the year one thousand Eight hundred and Six at Madras aforesaid was indebted to the said Parvada Mupsaiva in the Sum of four thousand Star Pagodas Current Money of Madras aforesaid for so much Money by the said Parvada Mupsaiva before that time had and received to and for the use of the said Veerasawmy Pillay and being so indebted he the said Veerasawmy Pillay afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration thereof undertook and then and there faithfully promised the said Parvada Mupsaiva to pay him the aforesaid Sum of Money when he the said Veerasawmy Pillay should be thereto afterwards requested And Whereas also the said Veerasawmy Pillay afterwards to wit on the same day and year aforesaid at Madras aforesaid

Thousand Star Pagodas of like current Money
of Madras aforesaid for so much Money by the
said Parvah Hussein before that time paid &
laid out and expended to and for the use of the said
Veeravasamy Pilley at his Special Instance and
request and being so indebted he the said &
Veeravasamy Pilley in Consideration thereof after-
wards to wit on the same day and year aforesaid
at Madras aforesaid undertook and then and
there faithfully promised the said Parva Hussein
to pay him the said last mentioned Sum of Money
when he the said Veeravasamy Pilley should be
thereto afterwards requested And Whereas also the
said Veeravasamy Pilley afterwards to wit on the
same day and year aforesaid at Madras aforesaid
was indebted to the said Parvah Hussein in other
Four Thousand Star Pagodas of like Current Money
of Madras aforesaid for so much Money by the said
Veeravasamy Pilley before that time had and
received to and for the use of the said Parva Hussein
and being so indebted he the said Veeravasamy
Pilley in consideration thereof afterwards to wit
on the same day and year aforesaid at Madras
aforesaid undertook and then and there faithfully

the said last mentioned Sum of Money whereto he the said Veerasawmy Pillay should be thereto afterwards requested And Whereas also the said Veerasawmy Pillay afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Parvale Hussein of and concerning divers other Sums of Money then due and owing from the said Veerasawmy Pillay to the said Parvale Hussein and then in Arrear and unpaid upon which said Account he the said Veerasawmy Pillay was then and there found in arrear and indebted to the said Parvale Hussein in other Four thousand Star Pagodas of like Current Money of Madras aforesaid and being so indebted he the said Veerasawmy Pillay in Consideration thereof afterwards to wit on the day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Parvale Hussein to pay him the said last mentioned Sum of money whereto he the said Veerasawmy Pillay should be thereto afterwards requested yet the said Veerasawmy Pillay not regarding the 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 Parvale Hussein hath

Hussain / although often Requested so to do) but to pay
the same or any part thereof he the said Veerasawmy
Pillay hath hitherto Wholly refused and still doth
Refuse to the Damage of the said Parak Hussain
Four thousand Star Pagodas and therefore he brings
his Suit &c-

imparlance

And afterwards to wit in the fourth
Term of the Year one thousand eight hundred
and Six in the said Supreme Court of Judicature
at Madras till which term the said Veerasawmy
Pillay had leave to imparl to the said Plaint.ff
and then to Answer the same Comes as well the
said Parak Hussain by his said Attorney as the
said Veerasawmy Pillay by his said Attorney
and defends the wrong and injury when &c and says
that he did not undertake or promise in manner
and form as the said Parak Hussain hath above
thereof Complained against him- and this he prays &c
may be inquired of by the Court-

Plea filed 17th Sept.r 1806

And the said Parak Hussain doth
Issue Joined the like-

Afterwards (that is to say) on the third
day of the Third Term now last past came

Fourth Term 1807

Shewed to the Court here that the said Parish of Rufsein had Neglected to bring on to be tried according to the Course and practice of this said Court the issue above joined between the Parties. Whereupon a day was given to the said Parish Rufsein to shew Cause (if any he had) why judgment should not be entered for the said Veerasawmy Pillay as in the Case of a Nonsuit According to the Form of the Statute in such Case made and provided —

Judgment as in case of a Nonsuit against the Plaintiff by order of Court dated the 12th Sept. 1807 —

At which day being the Twelfth day of September in this Term Comes the said Veerasawmy Pillay by his said Attorney and the said Parish Rufsein (although solemnly called) Comes not nor doth he bring on to be tried the issue so aforesaid joined Therefore it is considered that the said Parish Rufsein take nothing by his said plaint but that he and his pledges to prosecute be in Mercy &c. and that the said Veerasawmy Pillay go thereof without day and it is further considered by the Justices of the Court here that the said Veerasawmy Pillay recover against the said Parish Rufsein for the costs and Charges of the said Veerasawmy Pillay laid out by him about his defence in this behalf

Judgment signed for the Defendant the 5th day of Oct. 1807 —

& the same &c

Caution

Eighteen and Nine-pence- and that the said Veerman
-pence- Pilley have execution thereof &c.-

692

Tour Th. Term 1805

1807

Judgment Roll

Fourth Term

Section 29 —

Fourth Term 1707

693

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sulivan Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one Thousand eight Hundred and seven -

Madras to wit C. Narrain Naick puts in his place Daniel Neale his attorney against William Abbott in a Plea of Debt -

Madras to wit - The said William Abbott puts in his place Gilbert Ricketts his attorney at the Suit of the said C. Narrain Naick in the Plea aforesaid -

Madras to wit - Be it Remembered that as of the Second Term in the Year of Christ one Thousand eight Hundred and Seven before the Supreme Court of Judicature at Madras came C. Narrain Naick by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against William Abbott in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

694

Fourth Term 1807

Plaintiffs filed 17th July 1807

Madras towit. C. Narrain Naick by Daniel Neale his Attorney complains of William Abbott who is a British Subject and as such a Person subject to the Jurisdiction of this Honble Court of a Plea that the said William render to the said C. Narrain Naick One Thousand Pagodas of the lawful Current Money of Madras which the said William owes to and detains from the said C. Narrain Naick For that Whereas heretofore to wit on the Seventeenth day of August in the Year of Christ One Thousand Eight Hundred and Five at Madras the said William by his Certain Writing Obligatory Sealed with his Seal and to the Court of our Lord the King here now Shewn the date Whereof is the day and Year aforesaid acknowledged himself (by the Name description and addition of Abbott & Maddison of Fort St George Merchants) to be held and firmly to the said C. Narrain Naick in the said One Thousand Star Pagodas to be paid to the said C. Narrain Naick When and he the said William should be thereto afterwards requested. Yet the said William (although often requested) hath and paid the said One Thousand Star Pagodas above demanded or any part thereof But to pay the same the said

Fourth Term 1807

doth refuse To the damage of the said C. Navrain Naick of Ten Star Pagodas and therefore he &c brings his Suit &c —

And afterwards to wit in the Third &c Term of the said year one thousand eight hundred and Seven in the said Supreme Court of Judicature at Madras Vide which Term the said William had leave to impart to the said Plaint and then to Answer the same Comes as well the said C. Navrain Naick by his said Attorney as the said William by his said Attorney and the said William &c defends the Wrong and injury when &c and says — that the said Writing Obligatory in the said Plaint mentioned is not his deed, and this he prays may be enquired of by the Country. —

Plea filed 1st August 1807

And the said C. Navrain Naick &c doth the like. —

Issue Joined

Afterwards (that is to say) on the Sixth day of August in the third Term now last past Came the Parties aforesaid by their respective &c Attornies aforesaid — Whereupon the said William relinquishing his said Plea by him above &c pleaded saith that he cannot deny the said action

Plea retracted Cognovit entered

of the said C. Narrain Naick nor but that the said writing obligatory in the said plaint mentioned is the deed of him the said William nor but that he the said William doth owe to and detains from the said C. Narrain Naick the said One Thousand Star Pagodas above demanded in the manner and form as the said C. Narrain Naick hath above thereof complained against him the said William —

Judgment by confession

And now at this day (being the fifth day of October in this fourth Term) came the said C. Narrain Naick by his said Attorney and of freely confessing him in Court to the said William all damages sustained by occasion of the detaining the said debt prays judgment for the same debt and for his costs and Charges by him about his suit in this behalf expended —

Judgment signed for the Plaintiff the 5th day of October 1807

It is therefore considered and adjudged that the said C. Narrain Naick recover against the said William his said debt and that the said William pay unto the said C. Narrain Naick for the costs and charges aforesaid by him the said C. Narrain Naick the sum of fifty eight Pagodas and twenty four fanams and that the said William be in Mercy &c.

Mercy

Star Return 1807

697

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one Thousand eight Hundred and seven -

Madras to wit } Valoor Condappa Mudelliar puts in his place James Sutherland his Attorney against Vencatachella in a Plea of Trespass on the Case -

Madras to wit } The said Vencatachella puts in his place William Leigh his Attorney at the Suit of the said Valoor Condappa Mudelliar in the Plea aforesaid -

Madras to wit } Be it remembered that in the third Term in the Year one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Valoor Condappa Mudelliar by James Sutherland his Attorney and brought into the said Court then there his certain Plaint against Vencatachella in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit -

Fourth Term 1807

Plaintiff's Declaration filed July 30th 1807

Madras to wit. Valoor Condapyriah Moodeliar by James Sutherland his Attorney Complains of Venadachellum a Gentoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court For that Whereas the said Venadachellum heretofore to wit on the Twenty fifth day of December in the Year of Christ One Thousand Eight hundred and four at Madras aforesaid made his certain Note in Writing in the Malabar Language According to the custom of the Gentoo Natives the date Whereof is the same day and Year aforesaid and thereby acknowledged to have borrowed and received of the said Valoor Condapyah Moodeliar the Sum of One hundred Star Pagodas which said Sum the said Venadachellum did thereby engage to repay on demand with interest at the Rate of Twelve per Cent per Annum by means Whereof and According to the custom of the Gentoos the said Venadachellum became liable to pay the said Sum of Money in the said Note mentioned with interest as aforesaid whenever he the said Venadachellum should be thereto afterwards requested and being so liable the said Venadachellum in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid &c

undertook and to the said Valoor Condappa Moodeliar faithfully promised to pay Leave the said Sum of Money in the said Note Mentioned with interest as aforesaid whenever he the said Venkatachellum should be thereto afterwards requested. And Whereas the said Venkatachellum afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Valoor Condappa Moodeliar in other Sum of One hundred Star Pagodas Current Money of Madras for so much money by the said Valoor Condappa Moodeliar before that time lent and Advanced to the said Venkatachellum and at his Special instance and request and being so indebted to the said Venkatachellum in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Valoor Condappa Moodeliar to pay Leave the said last Mentioned Sum of Money whenever he the said Venkatachellum should be thereto afterwards requested And Whereas the said Venkatachellum afterwards to wit on the same day

indebted to the said Valoor Condappa Moodeliar in
other Sum of One hundred Star Pagodas of like
Current Money for so much Money by the said
Venatachellum before that time had and received
to the use of the said Valoor Condappa Moodeliar
and being so indebted he the said Venatachellum
in Consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid
undertook and faithfully promised the said Valoor
Condappa Moodeliar to pay him the said last
mentioned Sum of Money when he the said Venata-
chellum should be thereto afterwards Requested And
Whereas also the said Venatachellum afterwards to
wit on the same day and year aforesaid at Madras
aforesaid Accounted with the said Valoor Condappa
Moodeliar of and Concerning divers other Sums of
Money before that time due and owing from the said
Venatachellum to the said Valoor Condappa Moodeliar
and then being in arrear and unpaid and upon
which Accounting he the said Venatachellum was
then and there found in Arrear and indebted to
to the said Valoor Condappa Moodeliar in another
large Sum of Money, to wit the Sum of other one
Hundred Star Pagodas of like Current Money of
Madras, and being so found in Arrear and indebted
he the said Venatachellum in consideration thereof

Fourth Term 1807

aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Valoo Condapapa Mudeliar to pay him the said Last Mentioned Sum of Money when he the said Venkatachellum should be thereto afterwards requested – Yet the said Venkatachellum not re-
garding the said several promises and undertakings so by him made as aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Valoo Condapapa Mudeliar Plaintiff and frus-
the said several Sums of Money or any or either of them or any part thereof (altho often requested so to do) but to pay the same or any part thereof he the said Venkatachellum hath hitherto refused and still doth refuse so to do to the damage of the said Valoo Condapapa Mudeliar of Five hundred Pagodas and thereupon he brings Suit &c.–

And afterwards that is to say In the Vacations of the same Third Term of the said Year One Thousand eight hundred and seven the said Venkatachellum by his said Attorney comes and defends the wrong and injury when &c and says

Plea filed
11th September 1807

former as the said Valoor Condapppa Moodeliar hath above thereof complained against him and of this he puts himself upon the Court &c.—

And afterwards that is to say in the Fourth Term of the said Year One thousand Eight hundred and Seven Came the Parties aforesaid by their respective Attornies aforesaid And thereupon

Reply filed 14th Sept 1807

the said Valoor Condappa Moodeliar as to the said Plea of the said Venkatachellum by him above pleaded and whereof he hath put himself upon the Court doth so likewise—

And now in this Fourth Term in the year of our Lord One thousand eight hundred and seven that is to say on the nineteenth day of Septem-

Judgment for the Plaintiff on a Verdict in assumpsit—

-ber in that year until which day was given as well to the said Valoor Condappa Moodeliar as to the said Venkatachellum to inform the Court of the said promises came 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 Venkatachellum did undertake and promise in manner and form as the said Valoor Condappa Moodeliar hath above thereof complained against

Fourth Term 1807

Judgment signed for the Plaintiff the 6th day of October 1807

Merey

hund and they assess the damages of the said Valoor Condappa Moodelliar on occasion of the not performing the several promises and undertakings above mentioned over and above his Costs and Charges by him about his suit in this behalf expended to one hundred and thirty three Pagodas and twelve fanams to one hundred and eight Pagodas and forty one fanams. Therefore it is considered that the said Valoor Condappa Moodelliar do recover against the said Vencatachellum the said damages Costs and Charges in manner aforesaid assessed which said damages Costs and Charges in the whole amount to Two hundred and forty two Pagodas and Nine fanams and the said Vencatachellum in Merey &c.

And thereupon the said Valoor Condappa Moodelliar by James Sutherland his Attorney prays the Writs of our Lord the King of Capias Ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the body of the said Vencatachellum to satisfy the said Valoor Condappa Moodelliar of Two hundred and forty two Pagodas and Nine fanams which the said Valoor Condappa Moodelliar recovered against the said Vencatachellum, for damages sustained as well by occasion of the Non performance of the Promises and Undertakings lately made by the said Vencatachellum to the said Valoor Condappa Moodelliar, as for his Costs and Charges by him about his Suit in that behalf Expended - and it is granted unto him returnable here on the 6th day of November next

Writs of Ca. ad Sa. issued on the 6th day of Octr 1807

Fourth Term 1807

765

706 Fourth Term 1807

Pleas before the Honble Sir Thos
Andrew Strange Knight, Chief Justice
The Honble Sir Henry Gwillim,
Knight and the Honble Sir Benjamin
Sullivan Knight Their Majestys Justices
of the Supreme Court of Judicature
at Madras of the Fourth Term in
the Year one thousand eight hundred and
Seven -

Madras ss The United Company of Merchants of England trading to the East Indies put in their place Robert Orme their Attorney against His Excellency Sir John Francis Cradock Knight of the Bath in a Plea of Trespass on the Case -

Madras ss - His said Excellency Sir John Francis Cradock Knight of the Bath putting in Place Gilbert Ricketts his Attorney at the Suit of the said United Company in the Plea aforesaid -

Madras ss — Be it remembered that as of the third Term in the Year one thousand eight hundred and seven - before the Supreme Court of Judicature at Madras came the United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney and brought into the said Court then there their Certain Plaint against His Excellency Sir John Francis Cradock Knight of the Bath in a Plea of Trespass on the Case for the Seizure

Term Mich. 1807

707

Plaintiff's Declaration filed 4th Sept. 1807

Madras ss The United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney complained of His Excellency Sir John Francis Bradock Knight of the Bath a British Subject and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said John Francis on the First day of September in the Year of our Lord One Thousand Eight hundred and seven to wit at Madras aforesaid was indebted to the said United Company in the Sum of Twenty five thousand Star Pagodas of the Current Money of Madras for Money by the said John Francis before that time had and received to and for the use of the said United Company and being so indebted he the said John Francis 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 United Company to pay them the said Sum of Money when he should be thereto afterwards requested And Whereas also the said John Francis afterwards to wit on the same Day and Year aforesaid at Madras aforesaid was indebted to the said United Company in the further Sum of Twenty five thousand Star Pagodas of like Current Money for Money by the said United Company before that time lent and advanced to the said John Francis and at his special instance and request And being so indebted he the said John

Francis

Fourth Term 1807

Francis in consideration thereof afterwards to wit and the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said United Company to pay them the said Sum of Money when he should be thereto afterwards requested And Whereas also the said John Francis afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said United Company in the further Sum of Twenty five thousand Star Pagodas of like Current Money for Money by the said United Company before that time Paid and expended and paid for the said John Francis at his like Special instance and request And being so indebted he the said John Francis in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then there faithfully promised the said United Company to pay them the said Sum of Money when he should be thereto afterwards requested And Whereas also the said John Francis afterwards to wit on the same Day and Year aforesaid at Madras aforesaid accounted together with the said United Company of and concerning divers other Sums of Money before that time due and owing from the said John Francis to the said United Company and then

Fourth Term 1807

arrear and unpaid And upon that occasion the said John Francois was then and there found in arrear and indebted to the said United Company in a large Sum of Money to wit in the Sum of Twenty five thousand Star Pagodas of like Lawful Money And being so found in arrear and indebted to the said United Company he the said John Francois in consideration thereof afterwards to wit on the same Day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said United Company to pay them the last mentioned Sum of Money when he should be thereto afterwards requested Yet the said John Francois not regarding his aforesaid several promises and undertakings so by him made in manner and form aforesaid hath not yet paid the said several Sums of Money or any part thereof to the said United Company Although so to do he the said John Francois was requested by the said United Company afterwards to wit on the same Day and Year aforesaid and often afterwards to wit at Madras aforesaid / But to do this hath hitherto wholly refused and still refuses To the said United Company their Damage of Twenty five thousand Star Pagodas and therefore they bring their Suit &c

And afterwards to wit in the Fourth Term of the said year one thousand eight hundred

imparlance

and

Four Term 1809

and Seven in the said Supreme Court of Judicature at Madras Fort whereto Heron the said John Francis had leave to imparl to the said Plaint and Heron to Answer the same Came and unto the said United Company by their said Attorney as the said John Francis by his said Attorney and the said John Francis Defends the wrong and injury when &c and says That he did not undertake and promise in manner and form as the said United Company have above thereof complained against him, and of this he puts himself upon the Court and for further Plea in this behalf the said John Francis by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such case made and provided says That the said United Company ought not to have or maintain their aforesaid action thereof against him because he says that the said United Company before and at the time of the filing of the Plaint of the said United Company against the said John Francis that is to say on the first day of September in the year of our Lord one thousand eight Hundred and Seven at Madras aforesaid were and still are indebted to the said John Francis in a large Sum of Money that is to say in the Sum of Thirty Pagodas of the Current Money of Madras for the

Plea filed 22d September 1809

Wages, Salary and allowances of the said John Francis before that time due and owing to the said John Francis from the said United Company for the Service of the said John Francis by him before that time done, performed undertaken and bestowed as Commander in Chief of all the Military Forces of his Majesty and of the said United Company in India, and the Returnes of the said United Company and at their Special instance and request, for a long time before them elapsed And in the Sum of Thirty Thousand Star Pagodas, of like Current Money, for Money by the said United Company before that time had and received to and for the use of the said John Francis And also in the Sum of Thirty Thousand Star Pagodas of like Current Money upon an Account stated by and between the said United Company and the said John Francis And the said John Francis further says that the said several Sums of Money so due and owing from the said United Company to the said John Francis as aforesaid exceed the damages sustained by the said United Company by reason of the not performing the said several

Promises

712

Court Term 1807

promises and undertakings of the said Solon Francis
in the said Declaration mentioned and out of
which said Several Causes of Action he the
said Solon Francis is willing and hereby offers
to set off and allow to the said United Company
so much Money as the Damages sustained by the
said United Company on occasion of the not
performing the said Several promises and
undertakings of him the said Solon Francis in
the said declaration mentioned, Amount to and
this he the said Solon Francis is ready to Verify
Wherefore he prays Judgment if the said United
Company ought to have or Maintain their a
aforesaid Action thereof against him &c

Replication filed
23d. September
1807

And afterwards that is to say on the
Fourth Term of the said Year One thousand
Eight hundred and seven came the Parties aforesaid
by their respective attornies aforesaid And thereupon
the said United Company as to the Plea of the said
Solon Francis by him first above pleaded in bar
and whereof he hath put himself upon the Court
The said United Company do the like &c And as
to the said Plea of the said Solon Francis by him
secondly above pleaded in bar the said United
Company say That they by reason of any thing

by the said John Francis above in pleading alledged ought not to be barred from having and maintaining their aforesaid action thereof against him because they say That the said United Company were not nor are indebted to the said John Francis in manner and form as the said John Francis hath above in his said Plea in that behalf above alledged And this the said United Company pray may be enquired of by the Court &c.—

And the said John Francis doth the like.—

Issue Joined

And now in this same fourth Term of the said Year One thousand Eight hundred and seven that is to say on the Twenty Eighth day of September to which Day was given as well to the said United Company as to the said John Francis to inform the Court of the Premises. At which Day came the Parties aforesaid by their said Attornies. and the Justices of the said Court having fully and respective Allegations of the Parties and examined the truth thereof and duly and deliberately considered the Evidence on both sides say That the said John Francis did promise and undertake in manner and form as the said United Company have above thereof complained against him and they assess the Damages of the said United Company on occasion of the Premises

Judgment for the Plaintiff on a Verdict in Assumpsit

Besides

7/4

Four As Term 1807

besides their Costs and Charges by them about their Suit in this behalf expended to Fourteen thousand six hundred and ninety two Star Pagodas fourteen Fanams and fifty two Cash Therefore it is considered that the said United Company do recover against the said Calin Francis their Damages aforesaid assessed and also One Pagoda for their Costs and Charges by the Court now here Adjudged to the said United Company with their assent which said Damages Costs and Charges in the Whole Amount to Fourteen thousand six hundred and Ninety three Star Pagodas fourteen Fanams and fifty two Cash and the said Calin Francis in Mercy &c.

Judgment Signed for the Plaintiff October 8. 1807

Mercy

Term 1807

7/15

716

Fourth Term 1807

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 one thousand eight hundred and seven

Madras ss — The United Company of Merchants of England Trading to the East Indies puts in their place Robert Orme their attorney against His Excellency Sir John Francis Cradock Knight of the Bath in a Plea of Trespass on the Case —

Madras ss — His said Excellency Sir John Francis Cradock Knight of the Bath puts in his place Gilbert Ricketts his attorney at the Suit of the said United Company in the Plea aforesaid —

Madras ss — Be it remembered that as of the Third Term in the Year one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came the United Company of Merchants of England Trading to the East Indies by Robert Orme their attorney and brought into the said Court then here their certain Plaint against His said Excellency Sir John Francis Cradock Knight of the Bath 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

16

10

10	10
4	4
10	10
2	2



1807

Judgment Roll

Fourth Term

Section 30

Plaints in a plea filed 4th September 1807 -

Madras ss The United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney complain of His Excellency Sir John Francis Erodock Knight of the Bath a British Subject and as such Subject to the Jurisdiction of this Honorable Court. For that Whereas the said John Francis on the First day of September in the Year of our Lord One Thousand eight hundred and Seven to wit at Madras aforesaid was indebted to the said United Company in the Sum of Twenty Thousand Star Pagodas of the Current Money of Madras for Money by the said John Francis before that time had and received to and for the use of the said United Company, and being so indebted he the said John Francis 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 United Company to pay them the said Sum of Money when he should be thereto afterwards requested And Whereas also the said John Francis afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said United Company in the further Sum of Twenty Thousand Star Pagodas of like Current Money for Money by the said United Company before that time lent and advanced to the said John Francis and at his Special instance and request and being so indebted he the said John Francis in Consideration thereof afterwards to wit on

the

718

Fourth Term 1809

the same day and year aforesaid at Madras &c aforesaid understood and knew and were faithfully promised the said United Company to pay them the said Sum of Money when he should be thereto afterwards required, And Whereas also the said John Francis afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said United Company in the further Sum of Twenty Thousand Star Pagodas of like Current Money for Money by the said United Company before that time laid out expended and paid for the use of John Francis and at his like special instance and request, and being so indebted he the said John Francis in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid understood and knew and were faithfully promised the said United Company to pay them the said Sum of Money when he should be thereto afterwards required And Whereas also the said John Francis afterwards to wit on the same day and year aforesaid at Madras aforesaid were Accounted together with the said United Company of and Concerning divers other Sums of Money before that time due and owing from the said John Francis to the said United Company and then due in arrear and unpaid and upon that account the said John Francis was then

Term Mr Easter 1807

719

in arrear and indebted to the said United Company
in a large Sum of Money to wit in the Sum of
Twenty Thousand Star Pagodas of like Current Money
and being so found in arrear and indebted to the
said United Company he the said John Francis in
Consideration thereof afterwards to wit on the same day
and year aforesaid at Madras aforesaid Undertook
to pay them the last Mentioned Sum of Money so
when he should be thereto afterwards requested. Yet
the said John Francis not regarding his aforesaid
Several promises and undertakings so by him
made in Manner and form aforesaid hath not
yet paid the said Several Sums of Money or any
part thereof to the said United Company (although so
to do he the said John Francis was requested by the
said United Company afterwards to wit on the same
Day and year aforesaid and often afterwards to wit
at Madras aforesaid) But to do this hath hitherto
wholly refused and still refuses To the said United
Company their Damage of Twenty Thousand Star
Pagodas and therefore they bring their Suit &c

And afterwards to wit in the Fourth
Term of the said Year One Thousand eight Hundred
and Seven in the said Supreme Court of Judicature
at Madras till which Term the said John Francis
had Leave to imparl to the said Plaint and then to
Answer the same Came as well the said United
Company

imparlance

Fourth Term 1807

Reg fills 22.
September 1807

Issue Joined

Judgment for the Plaintiff on a Verdict in assumpsit

Company by their said Attorney as the said John Francis by his said Attorney and the said John Francis defends the wrong and injury when &c. and says that he did not undertake or promise in manner and form as the said United Company have above thereof complained against him and this he prays may be inquired of by the Court.

And the said United Company do the like.

And now in this same Fourth Term of the said Year One thousand Eight hundred and Seven that is to say on the Twenty Eight day of September. to which Day was given as well to the said United Company as to the said John Francis Plaintiffs aforesaid by their said Attornies, and the Justices of the said Court having heard the respective Allegations of the Parties and duly considered the Evidence on both sides by them about their said suit in this behalf adduced and fully understood for that the said John Francis did promise and undertake in manner and form as the said United Company have above thereof complained against him and they assess the Damages of the said United Company on occasion of the Premises besides their Costs and Charges by them about their said suit in this behalf expended to Ten Thousand Five Hundred and Seventy three Dollars Twenty Five Farthings and Seventy Seven Cents

Judgment signed for the Plaintiffs October 8th 1807

Therefore it is considered that the said United Company do recover against the said John Francis their Damages aforesaid inform aforesaid assessed and also One Pagoda for their Costs and Charges by the Court now here adjudged to the said United Company with their assent which said Damages Costs and Charges in the whole amount to Ten Thousand Five Hundred and Seventy three Star Pagodas Twenty Five Fanams and Twenty Five Cash, and the said John Francis in Mercy &c.

mercy

722

Tour de Lune 1807

Fourth Term 1807

723

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 one thousand eight hundred and seven -

Madras to wit Jafferjee Smalljee Said puts in his place Daniel Rusk his attorney against Bunne Bebee in a Plea of Debt -

Madras to wit The said Bunne Bebee puts in his place William Leighs his attorney at the Suit of the said Jafferjee Smalljee in the Plea aforesaid -

Madras to wit Be it Remembered that in the Fourth Term in the year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras Came Jafferjee Smalljee Said by Daniel Rusk his Attorney and brought into the said Court then here his certain Plaint against Bunne Bebee in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

724

Fourth Term 1807

Plain'tiff Debt.
filed 12th September
1807 —

Madras to wit Jaffierjee Jamalljee Sait by Daniel Neale his Attorney Complaining of Burma Bebee a Mahommedan Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honble Court of a Plea of Debt That the said Burma Bebee Pardon to the said Jaffierjee Jamalljee Sait Six Hundred and Seventy three Star Pagodas and eleven Fanams of the Current Money of Madras which she owes to and detains from him For That as Whereas heretofore to wit on the Sixth day of May in the Year of Christ One thousand Eight hundred and Seven at Madras the said Burma Bebee by her Certain Writing Obligatory Sealed with her Seal and to the Court of our Lord the King here now Shewn / the date whereof is the day and Year aforesaid / Acknowledged herself / by the Name and Addition of Burma Bebee Wife of late Shaun Cawn Marjah Cawn deceased / to be held and firmly bound to the said Jaffierjee Jamalljee Sait in the said Six hundred and Seventy three Star Pagodas and eleven Fanams to be paid to the said

D Plaint

Fourth Term 1807

Jaffeejee Sunalljee Saith When She the Said Bunnee Bebee Should be thereto afterwards Requested Yet the Said Bunnee Bebee altho' often requested &c. hath not paid to the Said Jaffeejee Sunalljee Saith the Said Six Hundred and Seventy three Star Pagodas and eleven Fanams above demanded or any part thereof. But She to pay the Same hath hitherto altogether refused and Still doth refuse To the damage of the Said Jaffeejee Sunalljee Saith of twenty Star Pagodas and therefore he brings his Suit &c.

Cognovit filed 14th October 1807

And the said Bunnee Bebee by William Light her Attorney comes and defends the Wrong and injury when &c. And says that She cannot deny the Said Action of the Said Jaffeejee Sunalljee Now but that the Said Writing Obligatory in the Said Plaint mentioned is the Deed of her the Said Bunnee Bebee nor but that She the Said Bunnee Bebee doth owe to and detain from the said Jaffeejee Sunalljee the Said Six hundred and Seventy three Star Pagodas and Eleven Fanams above demanded in Manner and form as the Said Jaffeejee Sunalljee hath above thereof complained against her. And

Judgment by Confession in Debt

Thereupon

726

Fourth Term 1807

Thereupon the said Jafferjee Sonaljee prays Judgment for his said debt and for his damages sustained by occasion of the detention thereof

It is therefore considered and adjudged that the said Jafferjee Sonaljee recover against the said Bunnee Bebee his said debt above demanded and that the said Bunnee Bebee pay unto the said Jafferjee Sonaljee as well for his damages which he hath sustained by occasion of the detaining the same debt as for his Costs and Charges by him about his Suit in this behalf expended the Sum of Sixty five Pagodas And that the said Bunnee Bebee be in Mercy &c

Judgment Signed for the Plaintiff the 14th day of October 1807 –

Mercy

And thereupon the said Jafferjee Sonaljee saith by Daniel Neale his attorney prays the Writ of said Lord the King of Intire Facies to be directed to the Sheriff of Madras Commanding him to levy and make of the Houses, Lands, Debts and other Effects &c and pursuant of the said Bunnee Bebee 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 six hundred and seventy three Star Pagodas and eleven Fanams for debt, which the said Jafferjee Sonaljee hath recovered against the said Bunnee Bebee, and also sixty five Pagodas adjudged to the said Jafferjee Sonaljee for his damages, which he hath sustained as well on occasion of the detention of the said debt as for his Costs and Charges by him about his Suit, in that behalf Expended – and it is granted unto him the said

Writ of Fi. Fa. issued on the 14th October 1807

Fourth Term 1807

727

on the fourteenth day of November next—

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras, of the Fourth Term in the Year one Thousand eight hundred and Seven -

Madras ss- John Shamier puts in his place Robert Orme his Attorney against Gundaveddy Sashachellum Chitty, Gooroomoorty Chitty and Permaulloo in a Plea of Trespass on the Case -

Madras ss- The said Gundaveddy Sashachellum Chitty puts in his place Townes Denny his Attorney - and the said Gooroomoorthy Chitty and Permaulloo put in their place William Light their Attorney at the Suit of the said John Shamier in the Plea aforesaid -

Madras ss- Be it remembered that as of the Second Term in the Year one thousand eight hundred and seven Before the Supreme Court of Judicature at Madras came John Shamier by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Gundaveddy Sashachellum Chitty Gooroomoorthy Chitty and Permaulloo 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

Plaintiffs assumpsit filed 13th. June 1807

Madras ss. John Shannier by Robert Orme his Attorney complains of Gundaveddy Sashachelleum Chitty Goroomoorty Chitty and Permaulloo being respective=ly Native Inhabitants of Madras and as such subject to the Jurisdiction of this Honble Court For that Whereas the said Gundaveddy Sashachelleum Chitty Goroomoorty and Permaulloo heretofore to wit on the first day of August in the Year of Christ one Thousand Seven hundred and Ninety eight at Madras aforesaid were indebted to the said John Shannier in the Sum of Two thousand Star Pagodas of the Current Money of Madras for so much Money by the said Gundaveddy Sashachelleum Chitty Goroomoorty Chitty and Permaulloo before that time had and received to and for the use of the said John Shannier and being so indebted they the said Gundaveddy Sashachelleum Chitty Goroomoorty Chitty and Permaulloo in Consideration thereof after=wards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John Shannier to pay him the said Sum of Money when they the said Gundaveddy Sashachella Chitty Goroomoorty Chitty and Permaulloo should be thereunto afterwards requested And Whereas also the said Gundaveddy Sashachelleum Chitty Goroomoorty Chitty and Permaulloo afterwards to wit on the same day and Year aforesaid at Madras aforesaid were

indebted

indebted to the said John Shannier in the further
Sum of Two thousand Star Pagodas of the like Current
Money for so much Money by the said John Shannier
before that time lent and advanced to the said Gunda-
veddy Sashachellum Chetty Goorooswamy Chetty and
Pennaullee and at their special instance and request
and being so indebted they the said Gundaveddy
Sashachellum Chetty Goorooswamy Chetty and Pennaul-
lee in Consideration thereof Afterwards to wit on the
same day and Year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said John Shannier to pay him the said last
mentioned Sum of Money when they the said
Gundaveddy Sashachellum Chetty Goorooswamy Chetty
and Pennaullee should be thereunto afterwards
requested And Whereas also the said Gundaveddy
Sashachellum Chetty Goorooswamy Chetty and
Pennaullee afterwards to wit on the same day and
Year aforesaid at Madras aforesaid were indebted
to the said John Shannier in the further Sum
of Two thousand Star Pagodas of like Current
Money for so much Money by the said John
Shannier before that time paid laid out and
expended to and for the use of the said Gundaveddy
Sashachellum Chetty Goorooswamy Chetty and
Pennaullee and at their special instance and
request and being so indebted they the said

Fourth Term 1807

Gunnavaddy Sashachellum Chetty Goorroomoorty Chetty
and Permaulloo in Consideration thereof afterwards
to wit on the same day and Year aforesaid at
Madras aforesaid undertook and then and there
faithfully promised the said John Shannier to
pay him the said last Mentioned Sum of Money
when they the said Gunnavaddy Sashachellum Chetty
Goorroomoorty Chetty and Permaulloo should be
thereunto afterwards requested And Whereas also
the said Gunnavaddy Shashachellum Chetty &
Goorroomoorty Chitty and Permaulloo afterwards to
wit on the same day and Year aforesaid at Madras
aforesaid Accounted with the said John Shannier
of and concerning divers other Sums of Money before
that time due and owing from the said Gunnavaddy
Sashachellum Chetty Goorroomoorty Chitty and
Permaulloo to the said John Shannier and then
accounting the said Gunnavaddy Sashachellum
Chitty Goorroomoorty Chitty and Permaulloo were
then and there found to be in arrear and indebted
to the said John Shannier in the further Sum
of Two thousand Star Pagodas of like Current
Money and being so found in Arrear and indebted
they the said Gunnavaddy Sashachellum Chitty
Goorroomoorty Chitty and Permaulloo in Considera-
tion thereof afterwards to wit on the same day
and Year aforesaid at Madras aforesaid undertook

And

732

Law R Lemm 1807

and there and there faithfully promised the said
John Shannion to pay unto the said last mentioned
Sum of Money when they the said Gundanaddy Sadhas-
chellaven Chitty Goorooswamy Chitty and Perramallee
should be thereunto afterwards requested Yet the
said Gundanaddy Sadhaschellaven Chitty Goorooswamy
Chitty and Perramallee not regarding their said several
promises and undertakings so by them made in
manner and form aforesaid but contriving and
fraudulently intending craftily and subtilly to deceive
and defraud the said John Shannion 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 to do they the said Gundanaddy
Sadhaschellaven Chitty Goorooswamy Chitty and
Perramallee were severally requested by the said
John Shannion to wit on the same day and year
aforesaid and also afterwards to wit on the
first day of March
last the same Second Term of the said Year At
Chitty and Perramallee to pay the
same or any of them or any part thereof to the said
John Shannion have and each of them hath hitherto
wholly refused and still do and each of them will
doth refuse To the Damage of the said John Shannion
of Two Thousand Star Pagodas and therefore he
brings Suit &c.

And afterwards to wit on the Thirtieth

Plea of Gundanaddy Sadachelle Chitty filed on the 30th June 1807

Thousand Eight hundred and Seven the said Gundavaddy Shashachellum Chitty by Townes his Attorney comes and Defends the Wrong and injury When &c and says that he did not undertake or promise in Manner and Form as the said John Shamier hath above thereof complained against him upon the Court &c — And the said John Shamier doth the like —

And afterwards to wit in the third Term of the said Year One Thousand Eight hundred and Seven, till which Term the said Goorasmoorthy Chitty and Permaulloo for themselves had leave to imparl to the said Plaint and then to Answer the same, came as well the said John Shamier by Robert Orme his Attorney as the said Goorasmoorthy Chetty and Permaulloo by William his Attorney and the said Goorasmoorthy Chitty and Permaulloo Defend the Wrong and Injury when &c and say that they did not undertake or promise in Manner and Form as the said John Shamier hath above thereof complained against them and of this they put themselves upon the Court &c — And the said John Shamier doth the like —

imparlance

Plea of Goorasmoorthy Chitty & Permaullo filed 24. July 1807

And Afterwards that is to say on the Fourth day of August in the Year of our Lord One thousand eight hundred and Seven as of this Third

Judgment for the Defendants on

Third Term before the Justices of this Court came the parties aforesaid by their respective Attorneys aforesaid whereupon all and singular the premises being seen and by the Court here fully understood. It appears to the said Court that the said Gundawaddy Sashachellum Chitty & Goonawardhany Pennawallee did not render and pay unto the said John the Sum of Ninety One Pagodas thereof complained against them. Therefore it is considered by the said Court here that the said John Tathe nothing by his said Plaint, but that he and his pledges to prosecute be in Mercy &c. And that the said John do go thereof without day. And it is further considered by the Court here that the said Gundawaddy Sashachellum Chitty do recover against the said John the Sum of Ninety One Pagodas and Twenty three Fanams for his costs and charges laid out by him about his defence in this behalf by the Court here adjudged to the said Gundawaddy Sashachellum Chitty and with his assent, And that the said Gundawaddy Sashachellum Chitty have execution thereof &c.

Judgment signed for the Defendant Gumpawaddy Sashachellum Chitty the 15th day of October 1807.

Execution

And thereupon the said Gundawaddy Sashachellum Chitty by Townes Disny his attorney prays the writ of our Lord the King of Capias Ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the body of the said John to Satisfy the said Gundawaddy Sashachellum Chitty the Sum of Ninety one Pagodas and Twenty

to the said Gundavady Sadachellium Chitty for Costs and Charges by him
Expended about his defence at the Suit of the said John - and it is
granted unto him Returnable here on the Twenty second day of October
instant -

Writ of Ca. Sa.
issued on the 15th
October 1807

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year one thousand eight hundred and seven —

Fort St. George, Madras — } Townes Disney one of the Attornies of this Honble Court in his own Proper person against William John Chater one of the Executors of the Last Will and Testament of Hosea Eastgate deceased in a Plea of Trespass on the Case —

Fort St. George, Madras — } The said William John Chater puts in his place Daniel Neale his attorney at the Suit of the said Townes Disney 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 seven before the Supreme Court of Judicature at Madras came Townes Disney one of the attornies of this Honble Court in his own proper Person and Brought into the said Court then there his Certain Plaint against William John Chater in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe Which said Plaint follows in these words that is to say

Fort Saint George

Fourth Term 1807

737

Plaint in a Trespass filed the 9th. September 1807

Fort Saint George Madras ss Fowned Disney one of the Attornies of this Honble Court, now before the Court here in his own proper person complains of William John Chester, one of the Executors of the Last Will and Testament of Hosea Eastgate deceased, to the jurisdiction of this Honble Court, for that Whereas the said Hosea in his life time, to wit on the Tenth day of September in the year One thousand eight hundred and five at Madras aforesaid was indebted to the said Fowned in the Sum of Two thousand Star Pagodas of Current Money of Madras aforesaid, for so much Money by the said Fowned before that time lent and advanced to the said Hosea in his life time at his Special instance and request. And being so indebted he the said Hosea in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Fowned to pay him the last mentioned Sum of money when he should be thereunto afterwards requested. And Whereas also the said Hosea in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Fowned in other Two thousand Star Pagodas of like lawful Money of Madras

Fourth Term 1807

Madras aforesaid, for so much money by the said Townes before that time paid laid out and expended to and for the use of the said Hoseas in his life time at his like special instance and request and And being so indebted, he the said Hoseas in his life time in consideration thereof afterwards to wit the same day and year aforesaid at Madras aforesaid, for so much money by the said Townes before that time paid laid out and expended to and for the use of the said Hoseas in his life time at his like special instance and request and And being so indebted, he the said Hoseas in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Townes to pay him the said last mentioned sum of money when he should thereunto afterwards requested. And Whereas also the said Hoseas in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Townes in other Two thousand Star Pagodas of like lawful money of Madras aforesaid, for so much money by the said Hoseas in his life time before that time had and received to and for the use of the said Townes. And being so indebted he the said Hoseas in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Townes to pay him the said last mentioned sum of money when he should be thereunto afterwards requested. And Whereas also the said Hoseas in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together with the said Townes

of and concerning divers Sums of Money before that
time owing from the said Howes to the
said Fownes, and then the said Howes was
and appear'd on account the said Howes was then
and there found in arrear and indebted to the said
Fownes in other Two thousand Six pounds of current
money of Madras aforesaid, And being so found
in arrear and indebted, he the said Howes in his
life time in consideration thereof afterwards to wit
on the day and Year last mentioned at Madras
aforesaid undertook and then and there faithfully
promised the said Fownes to pay him the said
last mentioned Sums of Money when he should
be thereunto afterwards requested. Yet the said
Howes in his life time, and the said William
Johns after the death of the said Howes, not regarding
the said promises and undertakings, so by the
said Howes in his life time in manner and form
aforesaid made, but contriving and fraudulently
intending craftily and subtilely to deceive and
defraud the said Fownes in this behalf the said
Howes in his life time or the said William Johns
as Executors as aforesaid, after the death of the said
Howes have not paid the several Sums of Money
aforesaid, or any part thereof to the said Fownes
although often requested so to do, but to pay the same
or any part thereof to the said Fownes, the said

Howes

740

Fourth Term 1807

Hosea in his life time and the said William John
after the death of the said Hosea hath hitherto &
altogether refused, and the said William John as
such Executor as aforesaid still refuses to pay the
same, to the damage of the said Fownes of Five
thousand Star pagodas, and therefore he brings &
his Suit &c.

And afterwards to wit in the fourth &
Term of the Year one thousand eight hundred
and Seven in the said Supreme Court of &
Judicature at Madras till which Term the said
William John had come to imparl to the said
Plaint and there to Answer the same Comes
as well the said Fownes by his said Attorney &
as the said William John by his said Attorney &
imparlance

Plea filed
21st September 1807

And the said William John Defends the wrong and
injury when &c and says that the said Hosea
Castgate in his life Time did not undertake
or promise in Manner and Form as the said
Fownes hath above thereof Complained against &
And for further Plea in this behalf he the said
William John by leave of the Court here to him
for this purpose first had and obtained according
to Form of the Statute in such case and provided
Saith that the said Fownes ought not to have &
maintain his said Action thereof against him

1807

Judgment Roll

Fourth Term

Section 37

Easter Term 1807

7/41

because he says that he the said William Jolin never was Executor of the last Will and Testament of the said Hosea Eastgate deceased - nor ever administered any of the Goods or Chattels which were the Goods or Chattels of the said Hosea Eastgate deceased at the time of his death as Executor of his said Will - and this he is ready to Verify Wherefore the said William Jolin prays judgment if the said Fownes ought to have or maintain his said Action &c against him the said William Jolin &c And for further Plea in this behalf the said William Jolin by like leave of the Court for this purpose first had and obtained according to the form of the Statute in such case Made and provided says that the said Fownes ought not to have or maintain his aforesaid Action thereof against him because he says that he said William Jolin never proved the said last Will and Testament of the said Hosea Eastgate nor took upon himself the burthen of the Execution thereof or in any manner whatsoever accepted of the Appointment of him the said William Jolin to be an Executor of the said Will nor ever administered any Goods or Chattels which were of the said Hosea Eastgate at the time of his decease as Executor of the last Will and Testament of the said Hosea Eastgate deceased and this he is

I pray

on

No 86

Lauretta Term 1807

ready to verify wherefore the Petitioner prayed Judgement of the said
Petitioner ought to have or Maintain his aforesaid action
against him the said William Johns &c. And
for further plea in this behalf by like leave of the
Court for this purpose first had and obtained according
to the Form of the Statute in such Case made and provided
Hosea Eastgate in his Life time made and published
his last Will and Testament in writing and thereby
constituted one William Hollings Executor Which said
Wm Hollings after the death of the said Hosea
Eastgate that is to say on the 28th day of Novr in the
year of our Lord 1805 at Calcutta in Bengal to wit
at Madras aforesaid duly proved the same will of the
said Hosea Eastgate in the Testamentary Court of Ju-
risdiction of Calcutta aforesaid and obtained Probate
of the same will by
Court to him as such Executor and took upon him-
self the burthen of the execution thereof and the
Wm Johns further saith that he the said Petitioner
never was Executor of the last Will and Testament
of the said Hosea Eastgate Deceased and never Pro-
ved
the said Hosea Eastgate and never is Executor of the
said Hosea Eastgate and that after the death of the said
Hosea Eastgate and before the

plaint of the said Fownes in this behalf to wit on the
7th Day of September in the year of Christ One
thousand eight hundred and seven at Madras
aforesaid he the said William John delivered and
paid over and caused to be delivered and paid
over to the said William Hollings as such Executor
as aforesaid all and singular the goods and Chattels
which were of the said Hosea Eastgate deceased at the
time of his death and which had ever come to the
hands of him the said William John and the said
William John further says that on the day of the
preferring the said plaint of the said Fownes he the
said William John had not and at any time since
hitherto hath not had and now hath not any goods
or Chattels which were of the said Hosea Eastgate at the
time of his death and this he the said William John
is ready to verify Wherefore he prays Judgment if the
said Fownes ought further to have or Maintain
his aforesaid action against him the said William John &c and for further plea in this
behalf by like leave of the Court here for this
purpose first had and obtained according to the
Form of the Statute in such case made and provided
the said William John says that the said Fownes
ought not to have or Maintain his aforesaid action
against him the said William John because
he says that he the said William John hath fully
adm

744

Fourth Term 1809

administered all and singular the goods and
chattels rights and credits of the said Thomas Eastgate
deceased at the time of his death and which have
come to the knowledge of having the said William
Eastgate to be administered — And that on the day
of the performing the said Promises against
said William Eaton his late Wife the said William
Eaton had not and since hath not any goods or chattels
which were of the said Thomas Eastgate at the time of
his death in the Laundy of him the said William
Eaton to be administered and this he is ready to
verify wherefore he prays judgement if the said
Farmer ought to have or maintain his aforesaid
action against him the said the said William
Eaton &c —

And afterwards that is to say the said Fourth Term of the said Year One thousand eight hundred and seven came the Parties aforesaid by their respective Attornies aforesaid and thereupon the said Farmer as to the said Plea of the said William Eaton by him secondly above pleaded, and whereof he hath put himself on the Court doth the like. And as to the said Plea of the said William Eaton by him secondly above pleaded in bar, the said Farmer says, that he by reason of any thing in that Plea alledged

Replication filed
25. September
1809

barred from having or maintaining his aforesaid
action thereof against the said William John because
he saith that the said William John as Executor of the
Last Will and Testament of the said Hosea Eastgate
after the death of the said Hosea Eastgate administered
divers Goods and Chattels which were of the said Hosea
Eastgate at the time of his death to wit at Madras and
this he prays may be inquired of by the Court. And
the said William John doth the like. And as to the
said Plea of the said William John by him thirdly
above pleaded in bar he the said Forbes says that he
ought not by reason of any thing in that Plea alledged
to be barred from having or maintaining his aforesaid
action thereof against the said William John because
he says that the said William John as Executor of the
Last Will and Testament of the said Hosea
Eastgate after the death of the said Hosea Eastgate
administered divers Goods and Chattels which
were of the said Hosea Eastgate at the time of his
death to wit at Madras and this he prays may be
inquired of by the Court. And the said William
John doth the like. And as to the Plea of the said
William John by him fourthly above pleaded in bar
he the said Forbes 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 the said William John because

on

Lewis R. Lewis 1804

he says that true it is, that the said Hosea Eastgate in his life time made and published his Last Will and Testament in Writing and thereof constituted the said William Hollings his Executor in manner and form as the said William John hath in that Plea above alledged, But the said Joanna Southen in Law of the said Hosea Eastgate did in and by the said Last Will and Testament constitute the said William John as well as the said William Hollings to be, And that the said William John is an Executor of the said Last Will and Testament, to wit at Mardons, And this the said Joanna prays may be answered of by Court. And the said William John doth the like. And as to the said Plea of the said William John by him last by above pleaded in bar, he the said Joanna, 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 the said William John because he says, that he the said William John hath not fully administered the Goods and Chattels which were of the said Hosea Eastgate deceased at the time of his death within mentioned to the knowledge of the said William John as Executor of the Will of the said Hosea Eastgate to be administered But

Lawrence Boy

747

that on the day of the preferring the Plaint of the said
Fownes against the said William John in
this behalf, he the said William John had diverse
Goods and Chattels which were of the said Rosea
Eastgate at the time of his death in his hands to be
administered, by which the said Fownes might
and ought to have been satisfied his said demand, to
wit at Madras, and this he prays may be inquired of
by the Court. And the said William John
doth the like, —

Issue Joined

And now in this same Fourth Term,
that is to say on the first day of October in the said
Year One thousand eight hundred and seven to
which day was given as well to the said Plaintiff
as to the said Defendant to inform the Court of the
premises. At which day come before the Court as
well the said Fownes in his own proper person
as the said William John by his Attorney aforesaid —
And the said Justices having heard the Allegations
of the said Fownes and the said William John and
examined the truth thereof and duly considered the
evidence produced on both sides as to the issue first
above joined between the parties Say. That the said
Rosea in his life time did undertake and promise
in manner and form as the said Fownes hath
in his said Plaint in that behalf thereof alledged
And they assess the damages of the said Fownes

Judgment for the Plaintiff on a Verdict in assumpsit

on

Term Pasch 1805

on occasion of the premisses besides his costs and
charges by him about his Suit in this behalf so
expended to Five Hundred and Ninety three
Pagodas and Thirty three Fanams and for three
costs and charges to One Hundred and Seventy Eight
Pagodas and Seventy Four Fanams

And as to the Issue secondly above
joined between the said parties, the said Justices
say, that the said William Johns as the Executor of
the Last Will and Testament of the said Hosea after
the death of the said Hosea administered divers
Goods and Chattels which were of the said Hosea
at the time of his death in manner and form
as the said Farmer hath above alledged in that
behalf. And as to the Issue fourthly above
joined between the said parties the said Justices say
that the said William Johns as Executor of the Last
Will and Testament of the said Hosea after the death
of the said Hosea administered divers Goods and
Chattels which were of the said Hosea at the time
of his death in manner and form as the said
Farmer hath in that behalf above alledged. And
to the Issue fourthly above joined between the said
parties the said Justices say that the said Hosea
in his life time did in and by his said Last Will
and Testament constitute the said William Johns
as well as the said William Hollings to be and

that the said William John is an Executor of the said Last Will and Testament of the said Rosea in manner and form as the said Fownes hath in that behalf above alledged. And as to the issue lastly above joined between the said parties, the said Justices say that the said William John hath not fully administered the said Rosea at the time of his death which came to the hands of the said William John as Executor of the Will of the said Rosea to be administered, but that he the said William John on the day of Suing the Plaint of the said Fownes against the said William John in this behalf had divers Goods and Chattels which were of the said Rosea at the time of his death in his hands to be administered, by which the said Fownes might and ought to have been satisfied his said demand in manner and form as the said Fownes hath in that behalf above in pleading alledged. Therefore it is considered by the Court here that the said Fownes do recover against the said William John as Executor as aforesaid the said Sum of Five Hundred and Ninety three Pagodas and Thirty Three Fanams for his damages aforesaid by the said Court in form aforesaid assessed and also the said Sum of One Hundred and Seventy Eight Pagodas and Twenty two Fanams for his costs and charges aforesaid by him about his Suit in this behalf expended &

Which

Judgment signed for the Plaintiff the 15th day of October 1807 -

Town Term 1807

which said damages, costs and charges are the whole amount to the Sum of Seven Hundred and Seventy Two Pagodas and Eleven Fanams to be levied of the Goods and Chattels which were of the said Howard at the time of his death and which are in the hands of the said Williams Johns as Executors to be administered, And if he hath not so much Goods in his hands to be administered, Then the said Sum of One Hundred and Seventy Eight Pagodas and Twenty Two Fanams being for the damages, costs and charges aforesaid to be levied of the proper goods and Chattels of the said Williams Johns. And the said Williams John in Mercy &c.—

Mercy

Louis Th. Lemm 1807

751

Hilary Term 1807

Read before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Law Terms in the year one thousand eight hundred and seven.

Madras to wit - Davaracondah Sawmy Naicker puts in his place Daniel Steele his Attorney against Cavaleharry Ramaya Chitty in a Plea of Trespass on the Case -

Madras to wit - The said Cavaleharry Ramaya in his proper Person at the Suit of the said Davaracondah Sawmy Naicker in the Plea aforesaid -

Madras to wit Be it remembered that at the Second Term in the year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Davaracondah Sawmy Naicker by Daniel Steele his attorney and brought into the said Court then there his certain Plaint against Cavaleharry Ramaya in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe and the said Plaint of the said Plaintiff in that behalf

at Madras

Fourth Term 1807

Plaint in a Cumpait filed 28th June 1807

Madras to wit. Dowaraconda Sawmy Naicker by Daniel Neale his Attorney Complains of Cauvalcharry Ponnapa Chitty a Hindoo Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honorable Court For that Where= as he heretofore to wit on the Twentieth day of August in the Year of Christ One thousand eight hundred and Six at Madras the said Ponnappa according to the custom of such Hindoos made his certain Instrument in writing in the Malabar Language purporting to be and commonly called a Mortgage Bond his own proper hand being thereunto subscribed and bearing date the day and Year aforesaid and then and there delivered the same instrument in writing to the said Sawmy by which said instrument in writing the said Ponnappa acknowledged that on the day of the making thereof he had in consequence of his urgent occasions Mortgaged to the said Sawmy the Gold and Silver Jewels of him the said Ponnappa agreeable to one list the estimation of which list was Five hundred and Thirty two Pagodas and a Half and that he the said Ponnappa had borrowed and Received in Rupees the Sum of Four hundred and eighty four Pagodas and a half Current Money of Madras and did thereby engage to repay the same Sum on or before the Thirtieth day of November

Four Rivers 1807

November Ward sent with all such interest as should or might become due thereon at the Rate of Fourteen per Cent per Annum Commencing from the said Month of August Per annum as aforesaid and according to the aforesaid Condition of said Bond the said Possumspaw became liable to pay to the said Sammy the Sum of Two hundred and eighty seven Pagodas and a half as the said instrument in writing specifies according to the Tenor and effect of the said endorsement in writing. And being so liable the said Possumspaw in consideration thereof afterwards to wit on the same Seventeenth day of August in the Year of Christ aforesaid at Madras aforesaid undertook and there faithfully promised the said Sammy to pay him the said Sum of Four Hundred and eighty four Pagodas and a half in the said instrument in writing specified according to the Tenor and effect of the said instrument in writing And Whereas the said Possumspaw afterwards to wit on the same Seventeenth day of August in the Year of Christ One thousand eight hundred and six

aforesaid at Madras aforesaid according to the
aforesaid custom of such Hindoos made his certain
other instrument in writing in the Malabar
Language purporting to be and commonly called
a Mortgage Bond his own proper hand being there-
unto subscribed and bearing date the day and Year
last aforesaid and there and there delivered the
same instrument in Writing last mentioned
to the said Sowcary by Which said instrument
in Writing last mentioned the said Pounnapa
acknowledged that on the day of the Making thereof
he had in consequence of his Urgent occasion
Mortgaged to the said Sowcary by the name of
Pounnacondy Sowcary Naicken / the dwelling house
of him the said Pounnappa situated at Peddy
Naicken Street in the Street of the Church of Vagavan-
thareswaren or God - North to the house of Veeasaundy
Chettyar and South to the house of Cauly Pareno
Chetty / lying in the Middle of those / bearing
Number One hundred and Sixteen - together with
the Choultry Bill of Sale or Grant thereof obtained
in the Name of him the said Pounnappa
bearing Number One thousand Six hundred
and Five - as well the house and boutique
situated South to the Church of Condaswamy
in

Court Adam 1807

(in single) lines — And to the Lowest of Harrisons
Harrison County and South to the Lowest of Jacob
Mandelins (lying in the Middle) of those
adverse Boundary Contesting Between Number Hun-
hundred and Ninety four Acres (in the Name
of Sebastian Vanmeter and one Equal Half of Said
quiries by the said Sebastian Vanmeter in the
Name of the said Jonathan and that he the said
Jonathan pay Borrowed and received the Sum
of Four hundred and fifty Silver Dollars Current
Money of Madras, Which Sum Said Mandeville
the said Jonathan did Hereby engage to pay
over before the Thirtieth day of February without
such interest as should or might become due
thereon at the Date of Said Bond Commencing from the said Months of August
By virtue Whereof and According to the aforesaid
Custom of such Cases the said Jonathan
become liable to pay to the said Sebastian the said
Sum of Money in the said last mentioned Bond
Instrument in writing aforesaid according to the
tenor and effect of the said Instrument in Said
writing last mentioned — And being so liable
the said Jonathan in consideration Thereof

afterwards to wit on the same Twentieth day of August
in the Year of Christ One thousand eight Hundred and
six aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Jo-
Savony to pay him the said Sum of Money in the
said last mentioned instrument in Writing &c
specified according to the tenor and effect of the said
instrument in Writing last mentioned And
Whereas the said Ponnapipa afterwards to wit
on the first day of June in the Year of Christ One
thousand eight Hundred and Seven at Madras —
aforesaid was indebted to the said Savony in the
Sum of Two thousand Star Pagodas of the lawful
Current Money of Madras for Money by the said
Savony before that time lent and advanced to the
said Ponnapipa and at his special instance and
request — And being so indebted the said Jo-
Ponnapipa 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 Savony to pay him
the said last mentioned Sum of Money when he the
said Ponnapipa should be thereto afterwards &c
requested — And Whereas the said Ponnapipa
afterwards to Wit on the same day and Year
last aforesaid at Madras aforesaid was indebted to the
said Savony in the further Sum of Two thousand Star
Pagodas

Fourth Term 1804

Pagodas of the like lawful Current Money of Madras for Money by the said Saunny, before that time lent and expended and paid for the said Pennefather at his like special instance And being so indebted the said Pennefather 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 Saunny to pay him the said last mentioned Sum of Money when he the said Pennefather should be thereto afterwards requested - And whereas after the said Pennefather aforesaid at Madras aforesaid was indebted to the said Saunny in the further Sum of Two Hundred Star Pagodas of the like lawful Current Money of Madras for Money by the said Pennefather before that time had and received to the use of the said Saunny - And being so indebted the said Pennefather 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 Saunny to pay him the said last mentioned Sum of Money when he the said Pennefather should be thereto afterwards requested - And whereas after the said Pennefather aforesaid at Madras aforesaid was indebted to the said Saunny in the further Sum of Two Hundred Star Pagodas of the like lawful Current Money of Madras for Money by the said Pennefather before that time had and received to the use of the said Saunny - And being so indebted the said Pennefather in consideration thereof afterwards to wit on the same day and

aforesaid accounted with the said Sawmy of and
concerning divers other Sums of Money before
that time due and owing from the said De-
Ponnaspa to the said Sawmy and then being
in arrear and unpaid and upon that accounting
the said Ponnaspa was then and there found
the further Sum of Two thousand Star Pagodas of the
like lawful current Money of Madras - And being
so found in arrear and indebted the said Ponnaspa
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 Sawmy to pay him the said last mentioned Sum
of Money when he the said Ponnaspa should be
thereto afterwards requested - Yet the said Ponnaspa
not regarding his said several promises and &
aforesaid made but contriving and fraudulently -
intending Craftily and Subtilly to deceive and
defraud the said Sawmy in this behalf hath not
yet paid the said several Sums of Money or any
or either of them or any part thereof to the said
Sawmy / although so to do the said Ponnaspa was
requested by the said Sawmy afterwards to wit on
the same day and Year last aforesaid and oftentimes
afterwards at Madras aforesaid.) But to pay the same
or

or any part thereof to the said Sawney the said Pennyfeather still doth refuse To the damage of the said Sawney of Four thousand Four Pounds and therefore he brings his Suit &c.

And the said Pennyfeather appearing in his proper person defends the force and injury when &c. And says nothing in bar or preclusion of the said Action of the said Sawney by reason whereof the said Sawney ought to remain undefended against the said Pennyfeather And accordingly a day is given to the said Sawney for his appearance before the Court towards the verifying his said Plaint and Suit.

At which day (being the Eighteenth day of September in this Term) comes the said Sawney by his Attorney Whereupon the Justices of this Court having fully examined and duly considered the Allegations of the said Sawney in respect to the Premisses and the depositions of the Witnesses adduced by him in Support thereof have pronounced that the said Pennyfeather did undertake and promise in manner and form as the said Sawney hath above thereof complained against him And the said Sawney having alleged and proved And it manifestly appearing to the Court that the said

Judgment for the Plaintiff on a verdict in assumpsit

damage by occasion of the Non performance of the said
several Promises and undertakings made by the
said Pounnappa and over and besides his Costs and
Charges by him about his Suit in this behalf
expended to the Sum of One thousand and Sixty
two Pagodas and twenty two Fanams — Pags
Considered and Adjudged that the said Sammy
recover against the said Pounnappa his damages
aforesaid to the said Sum of One thousand and
Sixty two Pagodas and twenty two Fanams — And
that the said Pounnappa pay unto the said Sammy —
for his said Costs and Charges the Sum of One
Hundred and Seventy nine Pagodas and Thirty —
Fanams Which said damages Costs and Charges
Amount to One thousand one Hundred and Ninety
two Pagodas and Eight Fanams And the said
Pounnappa in Mercy &c —

Judgment Signed for the Plaintiff the 17. day of October 1807 —

Mercy

762

Read before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knights one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and seven —

Madras to wit Walter Wilson Esquire puts in his place Daniel Neale his Attorney against John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconer in a Plea of Trespass on the case —

Madras to wit — The said John Tulloh, William Douglas Brodie George Halyburton and Gilbert Falconer at the Suit of the said Walter Wilson in the Plea aforesaid —

Madras to wit Be it remembered that on the Twenty second day of May in the Year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Walter Wilson Esquire by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconer 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

Fourth Term 1807

764

Madras to wit— Walter Wilson Esquire by
David Neale his attorney Complaining of John
Tullah William Douglas Brodie George
Halyburton and Gilbert Falconer who are British
Subjects and as such Persons Subject to the Jurisdiction
of this Honorable Court— For that Whereas heretofore
to wit on the twentieth day of May in the Year of
Christ One thousand Eight hundred and Seven at
Madras the said John William Douglas George and
Gilbert Accounted with the said Walter of and
concerning divers Sums of Money before that time
due and owing from the said John William Douglas
George and Gilbert to the said Walter and there being
in Arrear and unpaid upon which Accounting the
said John William Douglas George and Gilbert
were then and there found to be in Arrear and
indebted to the said Walter in the Sum of Ten
thousand Star Pagodas of the lawful Current
Money of Madras and being so found in Arrear
the said John William Douglas George and Gilbert
in consideration thereof afterwards on the same day
and Year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said
Walter to pay unto the said Sum of Money when
they the said John William Douglas George and
Gilbert should be thereto afterwards requested And
Whereas

1877

Judgment Roll

Fourth Term

Section 32.

Whereas the said John William Douglas George and Gilbert afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Walter in the further Sum of Ten thousand Star Pagodas of the like lawful Current Money of Madras for Money by the said Walter before that time lent and advanced to the said John William Douglas George and Gilbert and at their like special instance and Request and being so indebted the said John William Douglas George and Gilbert 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 Walter to pay him the said last mentioned Sum of Money when they the said John William Douglas George and Gilbert should be thereto afterwards requested. And Whereas also the said John William Douglas George and Gilbert afterwards to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Walter in the further Sum of Ten Thousand Star Pagodas of the like lawful Current Money of Madras for Money by the said John William Douglas George and Gilbert before that time had and received to the use of the said Walter and being so indebted

the

the said John William Douglas George and Gilbert in consideration thereof aftewards to se
wit on the same day and year aforesaid at
Madras aforesaid undertook and them and them
faithfully promised the said Walton to pay
unto the said last Mentioned Severall Sums of Money
when they the said John William Douglas
George and Gilbert should be thereto afterwards
requested Yet the said John William Douglas
George and Gilbert and regarding their said Several
promises and undertakings so by them in
manner and form aforesaid made but contri-
ving and fraudulently intending craftily and
subtilly to deceive and defraud the said Walton
in this behalf have not nor hath either of
them Yet the said Several Sums of
Money or any or either of them or any part
thereof to the said Walton although so to do the
said John William Douglas George and
Gilbert were requested by the said Walton
afterwards to wit on the same day and year
aforesaid and oftentimes afterwards at Madras
aforesaid but to pay the same or any part
thereof to the said Walton the said John William
Douglas, George & Gilbert

hath hitherto wholly refused and still do and each of them doth refuse — To the damage of the said Walker of Ten Thousand Star Pagodas and therefore He brings His Suit &c. —

And the said John William Douglas George and Gilbert or any or either of them not having appeared in this Court at the Suit of the said Walker and not having said any thing in bar or preclusion of the said Action of the said Walker (although divers days for such their appearance were by Proclamation according to the course and practice of this Court duly given to them) a day was further given to the said Walker Whereupon he should come before the Court and Verify his said Plaint and Suit. —

Cried Captarkes

Judgment for the Plaintiff

At which day (being the Fourteenth day of September in this Term) comes the said Walker by his said Attorney And the Justices of this Court having heard examined and considered the allegations of the said Walker in respect to the premisses and the depositions of the Witnesses adduced by him in support thereof have pronounced that the said John William Douglas, George and

and Gilbert did undertake and promise in manner and form as the said Walter hath above thereof Complained against them And the said Walter having alleged and proved that he hath sustained damage by occasion of the Non performance of the Several promises and undertakings made by them by the said John, William Douglas, George and Gilbert to the Sum of Five thousand five hundred and Nine Pagodas thirty eight Fanams and Seventy one Cash over and besides his Costs and Charges by him about his Suit in this behalf expended. It is Considered and Adjudged that the said Walter recover against the said John, William Douglas, George and Gilbert his damages aforesaid to the said Sum of Five thousand five hundred and Nine Pagodas thirty eight Fanams and Seventy one Cash And that the said John William Douglas George and Gilbert Pay unto the said Walter for his said Costs and Charges the Sum of One hundred and Ninety four Pagodas and Nine Fanams. Which said Damages Costs and Charges Amounts to Five thousand Seven hundred and four Pagodas three Fanams and Seventy

Judgment signed for the Plaintiff the 17. day of October 1807

said John, William Douglas, George and Gilbert

Mercy in Mercy &c—

770

Fourth Term 1807

Fourth Term 1807

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 one thousand eight hundred and seven -

Fort St. George Madras } ss John Doe on the demise of Sooba Row Brahmany puts in his place Townes Disney his attorney against Mootoo Maury Chitty, Budda Chitty and Veerabadra Chitty, in a Plea of Trespass and Ejectment -

Fort St. George Madras } The said Mootoo Maury Chitty, Budda Chitty and Veerabadra Chitty put in their place Townes Disney their attorney at the Suit of the John Doe in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the fourth Term in the Year one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came John Doe by Townes Disney his attorney and brought into the said Court then there his Certain Plaint against Mootoo Maury Chitty, Budda Chitty and Veerabadra Chitty in a Plea of Trespass and Ejectment - and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Viz.

Fort St. George

Fair Term 1807

n/n/2

Plaint in Ejectment
filed 21st Sept.r
1807

Fort Saint George Madras. ss. John Doe
by Forrons Dicony his Attorney Complains of Mootoo Mauny
Chitty. Buddu Chitty and Veerabarah Chitty being
Respectively Natives Inhabitants of Madras and as
such liable to the Jurisdiction of the Mayors Court
For that One Sooba Vow Bomminy on the first day
of July. in the Year One thousand eight hundred
and Seven at Madras aforesaid had demised or
granted and to Farm let to the said John Doe Two
Messuages Two Dwelling Houses Twenty and three
Twenty other buildings and Twenty Cannies of
Ground with the Appurtenances situate lying and
in the Black Town of Madras within the limits
as fixed for the Jurisdiction of this Honble Court
To Have and to Hold the said Tenements with the
Appurtenances to the said John Doe and his As-
signs from the said first day of July in the
Year aforesaid for and during and until the
full end and term of Ten Years from thence
next ensuing and fully to be compleat and ended
by Virtue of which said demise the said John
Doe entered into the premises aforesaid with
the Appurtenances and was possessed thereof
until the said Mootoo Mauny Chitty Buddu
Chitty and Veerabad

the Second day of July in the Yeer aforesaid at Madras aforesaid with Force and Arms &c entered into the premises aforesaid with the Appurtenances Which the Said Sooba Vow Branniy had demised to the Said John Doe in manner aforesaid and for the Term aforesaid Which is not yet expired and ejected drove out and amoved the said John Doe out of his said Farm and other injuries to him then and there did Against the Peace of our Lord the King and to the Damage of the said John Doe of Five Hundred Star Pagodas and therefore he brings Suit &c.

And afterwards that is to say in the Fourth Term of the said Year One Thousand Eight Hundred and Seven the said Mootoo Mauny Chitty Budda Chitty and Veerabadra Chitty by Daniel Neale their Attorney come and defend the Force and Injury when &c and say that they or either of them are not guilty of the Trespass and Ejectment above laid to their Charge in manner and form as the said John Doe hath above thereof Complained against them and of this they put themselves upon the Court &c

New filed 22d Sept 1807

And the said John Doe by Fownes Disney his Attorney doth likewise

Issue Joined

Afterwards for the Trial of the Issue

So

774 Sour Mo Term 1807

Plaintiff non-suited

do as aforesaid joine a day was given by the Court to the Parties respectively At which day being the Twenty eighth day of September in this Fourth Term of the said Year One thousand Eight hundred and Seven Came the said John Doe by his said Attorney and also the said Mootanoonoy Chitty Budda Chitty and Veerabudra Chitty by their Attorney above named And the Justices of this Court having Heard Examined and considered the Allegations of the said Parties and the Depositions of the Witnesses by them respectively adduced were about to pronounce their Judgment of and upon the premisses and the Matters in issue between the said Parties Whereupon the said John Doe departed from the Court and / although solemnly called / came not again but made default and did not further Prosecute his Plaint against the said Mootanoonoy Chitty, Budda Chitty and Veerabudra Chitty

Judgment signed for the Defendants the 21st day of October 1807

Therefore it is considered that the said John Doe take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c and that the said Mootanoonoy Chitty Budda Chitty and Veerabudra Chitty go thereof without [illegible] And it

is further considered that the said Mootiramanny Chitty, Budda Chitty and Veerabudra Chitty recover against the said John Doe for the costs and charges laid out by them about their defence in this behalf the sum of One hundred and fourteen Pagodas and Twenty two Fanams - And that the said Mootiramanny Chitty Budda Chitty and Veerabudra Chitty have execution thereof &c.

Execution

776

Lewis & Lewis 1809

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 one Thousand eight hundred and seven.

Madras to wit — Colappanjary Iyah Modaliar puts in his place Daniel Neale his attorney against Yagauttaub — Akelaundam and Chengalvarayan in a Plea of Trespass on the Case —

Madras to wit — The said Yagauttaub — Akelaundam and Chengalvarayan puts in their place Lattimer Disney their attorney at the Suit of the said Colappanjary Iyah Modelliar in the Plea aforesaid —

Madras to wit — Be it remembered that as of the Fourth Term in the Year of Christ one Thousand eight hundred and seven Before the Supreme Court of Judicature at Madras came Colappanjary Iyah Modelliar by Daniel Neale his attorney and brought into the said Court then there his Certain Plaint against Yagauttaub — Akelaundam and Chengalvarayan in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

778 Court Roll 1807

Plaintiffs Sampeu } Madras to wit- Colapparangy Iyah Mandaliar
filed 13th October by Daniel Neale his Attorney Complaining of
1807- Yagauttane Athelaundam and Changalwa
-Payan who are respectively Hereditee Inhabitants
of Madras and as such Persons subject to the
Jurisdiction of this Honorable Court- For
that Whereas heretofore to wit on the Eighth day
of January in the Year of Christ One Thousand
Eight hundred and Seven at Madras the said
Yagauttane Athelaundam and Changalwa
according to the Custom of such Hereditee
made their certain instrument in writing in
the Malabar Language purporting to be a
and Commonly called Mortgage Bond there
-cribed and bearing date the day and Year
aforesaid and then and there delivered the
same instrument in Writing to the said
Iyah- By which said instrument in
Writing the said Yagauttane Athelaundam
and Changalwayan / by the name and additions
and description of Yagauttane Wife of Ammen
-dadoo Candapha Moodaliar- his Daughter of
Athelaundam Wife of

his Younger Brothers Son Chengalvarayan-/
Acknowledged that they had in consequence
of their urgent occasion borrowed and Received
of the said Lyah the Sum of four hundred and
eighty Star Pagodas Current Money of Madras and
did thereby jointly and Separately engage to repay
to the said Lyah the same Sum on demand
with all such interest as should or might become
due thereon at the rate of Twelve per Cent per
Annum commencing from the said Month
By means Whereof and according to the Custom
of such Bonds the said Yagantitand Ahelaun-
-dam and Chengalvarayan became liable to pay
to the said Lyah 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
Yagantitand Ahelaundam and Chengalvarayan
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 Lyah 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

Fourth Term 1804

Whereas the said Yagnattaul Abelaundaun and Chengalvarayan afterwards to wit on the Tenth day of September in the Year of Christ aforesaid at Madras aforesaid were indebted to the said Lyah in the Sum of One thousand Star Pagodas of the lawful Current Money of Madras for Money by the said Lyah before that time lent and Advanced to the said Yagnattaul, Abelaun-daun and Chengalvarayan And at their Special instance and request And being so indebted the said Yagnattaul Abelaundaun and Chengal-varayan 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 Lyah to pay him the said last mentioned Sum of Money when they the said Yagnattaul Abelaundaun and Chengalvarayan should be thereto afterwards requested And Whereas the said Yagnattaul Abelaundaun and Chengalvarayan afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Lyah of and concerning divers other Sums of Money before that time due and owing from the said Yagnattaul Abelaundaun and Chengalvarayan

Chengalvarayan to the said Lyah and there being
in arrear and unpaid and upon that accounting the
said Yagauttaul Ahelaundrum and Chengalvarayan
were then and there found to be in arrear and
indebted to the said Lyah in the further Sum of
One thousand Star Pagodas of the like lawful Current
Money of Madras and being so found in arrear
and indebted the said Yagauttaul Ahelaundrum
and Chengalvarayan in Consideration thereof afterwards
to wit on the same day and Year last aforesaid —
at Madras aforesaid undertook and there and
there faithfully promised the said Lyah to pay
him the said last Mentioned Sum of Money
when they the said Yagauttaul, Ahelaundrum
and Chengalvarayan should be thereto after-
wards requested. Yet the said Yagauttaul —
Ahelaundrum and Chengalvarayan. 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 the said Lyah in this behalf have
not nor have nor hath any or either of them Yet
paid the said Several Sums of Money or any
or either of them or any part thereof to the said

Lyah

Lyah (allthough he to do the said Yagaruttaul, Ahe-
laundaun and Chengalvarayan were requested
by the said Lyah afterwards to wait on the same
day and Year last aforesaid and oftentimes &c
afterwards at Madras aforesaid — But to pay the
same or any part thereof to the said Lyah the said
Yagaruttaul, Ahelaundaun and Chengalvarayan
have and each of them hath hitherto Wholly —
refused and still do refuse — To the damage of
the said Lyah of One thousand Star Pagodas &c
And therefore he brings his suit &c: —

Cognovit
filed 22d
October 1809

And the said Yagaruttaul Ahelaundaun
and Chengalvarayan by Fawcus Dismey their &c
Attorney come and defend the Wrong and injury &c
when &c: and say that they cannot deny the said
Action of the said Lyah now but that they did &c
undertake and promise in Manner and form
as the said Lyah hath above thereof complained
against them &c: but that the said Lyah hath
sustained damage by occasion of the Non —
performance by the said Yagaruttaul, Ahelaun-
daun and Chengalvarayan of the said several
promises and undertakings in the said Plaint
Mentioned to the Sum of Five hundred and
twenty five pagodas and twenty seven Fanams

Parcel

No. 90

parcel of the Sum of damage by the said Plaint
above alleged - / over and besides his costs and
charges by him about his Suit in this behalf
expended - and hereupon the said Lyah Relinquishing
the residue of the said damage in the said
Plaint mentioned prays Judgment for the
said Sum of Five hundred and twenty five
pagodas and twenty Seven Fanams so as aforesaid
confessed and for his said Costs and charges &c
is therefore considered and adjudged that the
said Lyah recover against the said Yagnattaul
Aheluandam and Chengalvarayan for his &c
damages aforesaid the Sum of Five hundred &
and twenty five pagodas and twenty Seven Fanams
And that the said Yagnattaul, Aheluandam &
and Chengalvarayan do render the said Lyah
for his said costs and charges the Sum of
Seventy three pagodas and Five Fanams which
said damages costs and charges Amount to
Five hundred and Ninety eight pagodas and
thirty two Fanams And the said Yagnattaul
Aheluandam and Chengalvarayan in Mercy &c

Judgment signed for the Plaintiff the 22d. day of October 1807

Mercy

7/84

Lauer & Leum 1807

№ 90.

Term Hilary 1807

785

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 one Thousand eight Hundred and seven –

Fort St. George Madras } Thomas Lewin puts in his place James Sutherland his attorney against Ochoo Modelly and Tellisinga Chitty administrators of all and singular the Goods and Chattels, Rights and Credits which were of Conjeevaram Soobaa Chitty deceased in a Plea of Trespass on the Case –

Fort St. George Madras } The said Ochoo Modelly and Tellisinga Chitty administrators as aforesaid put in their place Holmes Disney their attorney at the Suit of the said Thomas Lewin 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 seven before the Supreme Court of Judicature at Madras came Thomas Lewin by James Sutherland his attorney and brought into the said Court then here his Certain Plaint against Ochoo Modelly and Tellisinga Chitty as administrators as aforesaid 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

Thomas Lewin 1807

786

Christian & Grumpsie
Filed 19. September
1805.

Fort St George Madras Thomas Lewin by James Sutherland his Attorney complains of Pichoo Modelly and Tellesinga Chitty Administrators of all and singular the Goods and Chattels Rights and Credits which were of Panjeevanum Sooboo Chitty late at the time of his death who died Intestate being Inhabitants of Madras and as such [illegible] to the Jurisdiction of this Honble Court For that whereas the said Panjeevanum Sooboo Chitty in his life time, to wit, on the twenty Second day of May in the Year One Thousand Seven Hundred and seventy Nine made his certain Note in Writing in the Malabar Language bearing date the same day and Year aforesaid and thereby acknowledged to have on the said twenty Second day of May in the Year aforesaid borrowed and received of the said Thomas Lewin (by the name and discription of Mr. Lewin) the Sum of three hundred Star Pagodas Current Money of Madras which said Sum the said Panjeevanum Sooboo Chitty did thereby engage to repay to the said Thomas Lewin on demand with all such interest as should or might become due thereon at the rate of ten per Cent per Annum and then and there delivered the said Note to the

No 91

the said Thomas Lewin by means whereof and
by force of the Statute in that case made and
provided the said Ponjeevaram Soobo Chitty
became liable to pay to the said Thomas Lewin
the said Sum of Money in the said Note &c
mentioned with interest as aforesaid according
to the tenor and effect of the said Note and being so
liable the said Ponjeevaram Soobo Chitty in &c
consideration thereof afterwards, to wit, on the same
day and Year aforesaid at Madras aforesaid &c
undertook and to the said Thomas Lewin then and
there faithfully promised to pay him the said
Sum of money in the said Note mentioned with
interest as aforesaid according to the tenor and
effect of the said Note And Whereas the said
Ponjeevaram Soobo Chitty afterwards in his life
time to wit on the same day and Year aforesaid
at Madras aforesaid was indebted to the said
Thomas Lewin in other Sum of Three hundred
Star Pagodas current money aforesaid for so much
money by the said Ponjeevaram Soobo Chitty
before that time Paid and received to the use &c
of the said Thomas Lewin and being so &c
indebted the said Ponjeevaram Soobo Chitty in
consideration thereof afterwards to wit on the same

day

Fourth Term 1805

day and Year aforesaid at Madras aforesaid &c &c &c

1 6
2 1
1 8

Press No 10

1807

Judgment Roll

Fourth Term

Section 33

aforesaid Accounted with the said Thomas Lewin of and concerning divers other Sums of Money before that time due and owing from the said Pavjeevanam Sooboo Chitty to the said Thomas Lewin and then being in Arrear and unpaid to him - And upon which said Accounting the said Pavjeevanam Sooboo Chitty was then and there found in Arrear and indebted to the said Thomas Lewin in another large Sum of money to wit in other Sum of three hundred Star Pagodas Current money aforesaid and being so found in Arrear and indebted the said Pavjeevanam Sooboo Chitty in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Thomas Lewin then and there faithfully promised to pay him the said last mentioned Sum of money when he the said Pavjeevanam Sooboo Chitty should be thereto afterwards requested. Yet the said Pavjeevanam Sooboo Chitty in his life time and the said Cloko Moodelly and Tellasinga Chitty Administrators as aforesaid since his decease not regarding the said several promises and undertakings

&

so made as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Thomas Lewin in this behalf have not nor hath either of them as yet paid the said several Sums of money or any or either of them or any part thereof to the said Thomas Lewin although the said Paryeevaram Seeboo Chitty in his life time and the said Etcheo Moodelly and Tellesinga Chitty as such Administrators as aforesaid since his death were respectively requested so to do but they so to do have and each of them hath altogether refused and the said Etcheo Moodelly and Tellesinga Chitty as such Administrators as aforesaid still refuse to pay the same or any part thereof to the said Thomas Lewin to the damage of the said Thomas Lewin of Two thousand Pagodas for which he brings Suit &c

And afterwards that is to say in the said Fourth Term of the said Year One thousand eight hundred and five the said Etcheo Moodelly and Tellesinga Chitty by Fownes Dicey their Attorney come and defend the wrong and injury when &c And say that the said Paryeevaram Seeboo Chitty in his life time did not undertake and promise in manner and form as the said Thomas hath above thereof complained against them the said Etcheo Moodelly and Tellesinga Chitty and of this they put themselves

Plea filed 30th September 1805

themselves on the Court And for further plea in this behalf the said Etchoe Moodelly and Telleseriga Chitty by leave of the Court here to them for this purpose first had and obtained according to the Form of the Statute in such case made and provided say that the said Thomas ought not to have or maintain his aforesaid action thereof against them because they say that the said Promises within Six Years not before the filing of the Plaint of the said Thomas in this behalf undertake and promise in manner and form as the said Thomas hath above thereof complained against the said Etchoe Moodelly and Telleseriga Chitty and this they are ready to Verify Wherefore they pray Judgment if the said Thomas ought to have or Maintain his aforesaid action thereof against them &c.

At which day before the Court here come the said Etchoe Moodelly and Teleseriga Chitty by their Attorney aforesaid and the said Thomas although at that day solemnly called came not nor doth he Replication to the aforesaid Plea of the said Etchoe Moodelly and Teleseriga Chitty nor doth he further prosecute his said Suit. Whereupon it is considered by the Court here that the said Thomas take nothing by his said Plaint but that he and his pledges to prosecute be in mercy &c. And it is further considered by the

Judgment of non pros against the Plaintiff by order of Court dated the 14th September 1807

Judgment signed for the Defendants the 22d day of October 1807.

the Court here, that the said Ettehoo Moodelly and Telesinga Chitty do recover against the said Thomas the Sum of One Hundred and twenty one Pagodas and thirty eight Fanams for their costs and charges by them laid out about their defence in this behalf by the Court now here adjudged to the said Ettehoo Moodelly and Telesinga Chitty and with their assent according to the form of the Statute in such case made and provided, and that the said Ettehoo Moodelly and Telesinga Chitty have execution thereof &c.

Execution

No. 91.

Fourth Term 1807

1795

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

Madras to wit Vellavadoo aromogum Modelliar puts in his place Daniel Neal his attorney against Chinny Jaksawmy in a plea of debt.

Madras to wit - The said Chinny Jaksawmy in his person at the Suit of the said Vellavadoo aromogum Modelliar in the Plea aforesaid -

Madras to wit - Be it remembered that as of the First Term in the Year of Christ one thousand eight hundred and seven - Before the Supreme Court of Judicature at Madras came Vellavadoo aromogum Modelliar by Daniel Neal his attorney and brought into the said Court then there his certain Plaint against Chinny Jaksawmy in a Plea of debt and there are pledges for the prosecution to wit John

Plaintiff in Debt
filed 25th
February 1807

John Doe and Richard Roe which said Plaint
follows in these words, that is to say, Madras
to wit Vellavadoo Aromogum Moodelliar by Daniel
Neal his attorney Complains of Chenny Lakxamy
who is a Hindoo Inhabitant of Madras and
as such a Person Subject to the jurisdiction
of this Honorable Court of a Plea that the said
Chenny Lakxamy render to the said Aromogum
one Thousand Star Pagodas of the Current
Money of Madras which the said Chenny Lakxamy
owes to and unjustly detains from the said Aromogum
For that Whereas heretofore to wit on the
first day of August in the Year of Christ one
Thousand and Eight hundred at Madras the
said Chenny Lakxamy by his Certain writing
obligatory sealed with his seal and to the Court
of our Lord the King here now Shewn the date
whereof is the day and year aforesaid acknowledged
himself to be held and firmly bound to the
said Aromogum in the said one Thousand Star
Pagodas to be paid to the said Aromogum
whom he the said Chenny Lakxamy should
be thereto afterwards Requested Yet the
said Chenny Lakxamy (although often Requested
&c

No 92

&c) hath not paid the said one thousand Star Pagodas above demanded on any part thereof to the said Aromogum But he to pay the same hath hitherto wholly refused and still doth refuse To the damage of the said Aramogum of one hundred Star Pagodas and therefore he brings his suit &c

And the said Chenny Sahcawmy not having appeared to answer to or defend the said Plaint and Bill of the said Aromogum (although diverse days for such his appearance were given to him and although proclamation for the appearance of the said Chenny Sahcawmy was from time to time made in open Court, according to the Course and practice of this Court) a day was further given to the said Aromogum whereon he should come and verify his said Plaint and suit-

At which day being the Fourteenth day of September in this Term comes the said Aromogum by his said Attorney and alleges and proves to the Court the matters of his said Plaint- whereupon the Justices of the Court having heard Examined and Considered the allegations of the said Aromogum and the depositions of the witnesses adduced by him in Support thereof have pronounced that the said writing obligatory in the said Plaint

Tried. Exparte.

of

No 92.

Fourth Term 1807

of the said Aromogum Mentioned is the Deed of the said Chenny Sahsawmy and that the said Chenny Sahsawmy doth owe to and detain from the said Aromogum the said one thousand star Pagodas above demanded in manner and form as the said Aromogum hath above thereof Complained against the said Chenny Sahsawmy

Judgment signed for Plaintiff October 23d 1807 -

It is therefore Considered and adjudged that the said Aromogum Recover against the said Chenny Sahsawmy his said Debt and that the said Chenny Sahsawmy do pay unto the said Aromogum the Sum of one hundred and Fifty Nine Pagodas and Five Fanams as well for the damages which the said Aromogum hath sustained by occasion of the detaining of the same debt as for his costs and Charges by him about his suit in this behalf Expended and the said Chenny Sahsawmy

Mercy in Mercy -

And thereupon the said Vellavadoo Aromogam Maadelliar by Daniel Neal his attorney prays the writ 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 Chenny Sahsawmy within

No 91

Fourth Term 1807

799

within the jurisdiction of the said Supreme Court of Judica-
-ture at Madras aforesaid by Seizure and if it be
necessary by Sale thereof the Sum of one thousand
Star Pagodas for debt, which the said Vellauadas
Aromogam Modelliar recovered against the said
Chinsky Sahasamy, and also one Hundred and fifty
Nine Pagodas and five Fanams adjudged to
the said Vellauadas Aromogam Modelliar for
his damages which he had sustained as
well on occasion of the detention of the said
debt as for his Costs and Charges by him
about his suit in that behalf Expended - and
it is granted unto him returnable here on
the 23d. day of November next.

Writ of Fi. Fa.
issued on the
23d. October
1807-

200

Fourth Term 1807

No 92

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

Madras to wit - John Doe on the demise of The Nabob Sultan Ul Arifa Begum puts in his place Daniel Neale his attorney against Sooharay Pillay and Ingavah Sooharay in a Plea of Trespass and Ejectment -

Madras to wit The said Sooharay Pillay puts in his Place Robert Orme his attorney - and the said Ingavah Sooharay puts in his place William Light his attorney at the Suit of the said John Doe in the Plea aforesaid -

Madras to wit - Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and seven before the Supreme Court of Judicature at madras came John Doe by Daniel Neale his Attorney and brought into the said Court then there his Certain Plaint against Sooharay Pillay and Ingavah Sooharay in a Plea of Trespass and Ejectment and there are Pledges for the prosecution to wit John Doen and Richard Fenn which said Plaint follows in these words that is to say.

Madras to wit

Amended Plaint in Ejectment filed 1st April 1807 -

Madras to Wit - John Doe by Daniel Neale his Attorney Complains of Soobroy Pillay and Ingavah Soobroy being respectively Hindoo Inhabitants of Madras and as such Persons &c liable to the jurisdiction of this Honorable Court For that Whereas the Nabob Sultan ul Nissa Begum heretofore to wit on the Second day of January in the Year of our Lord One Thousand Eight hundred and Six had demised granted &c and to farm let to the said John Doe two Messuages Five hundred Boutiques fifty Acres of Garden Grounds, forty Acres of Arable Land, twenty Acres of Waste Land, twenty Acres of other Land. &c Twenty Godowns. Two hundred Cocoa Nut trees &c and Two hundred Mangoes Trees with the Appurtenances thereunto belonging Known by the Name of Mahomed Mahefooz Khans Garden and Situate in Mahomed Mahefooz Khans Street in the Blacktown of Madras To have and to hold the Same with the Appurtenances to the said John Doe and his Assigns from the first day of January in the said Year One Thousand Eight hundred and Six for and during and unto the full end and Term of Five Years from thence next ensuing and fully to be compleat and ended by virtue of which said Demise the said John Doe entered into the Premises

With

with the Appurtenances and was possessed thereof
until the said Soobaroy Pillay and Ingavale
Soobroy afterwards to wit on the third day of
January in the said Year one thousand
Eight hundred and Six with force and Arms
&c entered into the premises aforesaid with the
Appurtenances which the said Nabob Sultan
Ali Nisar Begum demised to the said John
for Manner aforesaid for the Term aforesaid
which is not yet expired and of which he the said
John was then possessed and ejected the said
John out of his said Farm And him the said
John so ejected have kept out and still do keep
from his possession thereof and other Injuries
to him 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
Suit &c

And afterwards, that is to say, in
the same Second Term of the said Year One
thousand Eight hundred and Seven - The
said Soobaroy Pillay by Robert Arrow his Attorney
comes and Defends the force and injury when
&c and says that he is not guilty of the
Trespass

Plea of Soobaroy Pillay filed 2d April 1807

Fourth Term 1807

Trespass and Ejectment above Paid to his charge in manner and forme as the said John Doe hath above thereof complained against him &c and of this he puts himself upon the Court &c.

And the said Jeremiah Sookaroy by William Light his Attorney comes and Defends the Wrong and injury when &c. And says that he is not guilty of the trespass and Ejectment &c above laid to his charge in manner and forme as the said John Doe hath above thereof complained against him and of this he puts himself upon the Court &c.

Plea of Ingava Sookaroy filed 3d April 1807

And afterwards that is to say in the same Second Term of the said Year One thousand Eight hundred and Seven came the Parties aforesaid by their respective Attornies aforesaid

Replication of John Doe to the Plea of the said Sookaroy filed 4th April 1807

And thereupon the said John as to the said Plea of the said Sookaroy Pillay by him above pleaded - and whereof he hath put himself upon the Court doth the like -

Replication of John Doe to the Plea of the said Ingava Sookaroy filed 4th April 1807

And the said John as to the said Plea of the said Ingava Sookaroy by him above pleaded and whereof he hath put himself upon

the

No. 93

the Court doth the like

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

At which day being the Seventh day of August in this third Term of the said Year One Thousand Eight Hundred and Seven comes as well the said John Doe as the said Ingavah Soobarey by their respective Attornies and the said Court having examined and considered the several Allegations of the said parties and the Depositions of the Witnesses by the parties respectively adduced doth find that the said Ingavah Soobarey is not guilty of the trespass and Ejectment above said to his charge in manner and form as the said John Doe hath above thereof complained against him and the Justices of the Court have do therefore adjudge Order and Award that the said John Doe take nothing for his false claim against the said Ingava Soobarey And that the said Ingava Soobarey go thereof without day &c. And further that the said Ingava Soobarey do recover against the said John Doe for his Costs and Charges laid out by him about his defence in this behalf the Sum of One Hundred and Forty three Pagodas and twenty Fanams And that the said Ingava Soobarey have execution thereof &c.

Judgment for the Defendants on a Verdict in Ejectment

Judgment signed for the Defendant the 12th day of November 1807

Execution

806

Tour de Lerme 1807

No. 93

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

Madras -- John Doe on the demise of Samoodra Modelly puts in his place James Sutherland his attorney against Richard Roe in a Plea of Trespass and Ejectment -

Madras --- The said Richard Roe in his proper Person at the Suit of the said John Doe in the Plea aforesaid -

Madras — Be it remembered in the Vacation after the Third Term in the Year of our Lord one thousand eight hundred and seven Before the Supreme Court of Judicature at Madras Came John Doe by James Sutherland his attorney and brought into the said Court then there his Certain Plaint against Richard Roe in a Plea of Trespass and Ejectment and there are Pledges for the Prosecution to wit John Doem and Richard Roem which said Plaint follows in these words that is to say

Madras

808

Fourth Term 1807

Madras } John Doe by James Sutherland his Attorney complains of Richard Roe being a British subject and as such person liable to the Jurisdiction of this Honorable Court FOR that Samoodra Moodelly on the First day of January in the Year One Thousand Eight hundred and Seven at Madras aforesaid had demised granted and to farm let to the said John Five Gardens five Orchards Twenty Cawnies of Arable Land Twenty Cawnies of Garden Land and Twenty Cawnies of other Land with the Appurtenances situate lying and being at Tevovethypeyoveram pattah within the limits as fixed for the Jurisdiction of this Honorable Court To have and to hold the said premises with the Appurtenances to the said John and his Assigns from the said first day of January in the year aforesaid for and during and unto the full end and term of Five Years from thence next ensuing and fully to be complete and ended and 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 second day of January in the Year aforesaid with force and Arms &c. entered into the said premises aforesaid

With

Plaint in Ejectment filed 25th August 1807

No 94

with the appurtenances which the said Sammodra
Modelby demised as aforesaid for the terme aforesaid
which is not yet expired, and ejected drove out
and amoved the said John from his said Inn
farm and other injuries to him then and
there did against the peace of our Lord the King
and to the damage of the said John of One
thousand Star Pagodas and therefore he brings
Suit &c.

And the said Richard in his own
person comes and defends the wrong and &c
injury when &c. and says nothing in bar or &c
preclusion of the said Action of the said John
but makes default by which the said John
remains therein undefended against the said
Richard Therefore it is considered that the said
John recover against the said Richard his said
Term yet to come of and in the Tenements aforesaid
with the appurtenances — And upon this the said
John freely here in Court remits to the said
Richard all such damages costs and charges
as he the said John hath sustained by occasion
of the Trespass and Ejectment aforesaid — &c
Therefore the said Richard is free from thence
damages Costs and Charges &c And upon
this the said John prays the Writ of our Lord
the

Fourth Term 1807

the Thing to be directed to the Sheriff to cause him to have possession of his said Term yet to come of and in the Tenements aforesaid with the appurtenances and it is granted to him &c.

Writ of Possession issued 1st Dec. 1807.

Fourth Term 1809

811

9 to 94

812

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras, of the Fourth Term in the Year one Thousand eight hundred and seven -

Madras ss Vittul Doss Sawma Doss puts in his place Robert Orme his attorney against Budderdeen Hoosain Cawn in a Plea of Debt -

Madras ss - The said Budderdeen Hoosain Cawn in person at the suit of the said Vittul Doss Sawma Doss in the Plea aforesaid -

Madras ss - Be it remembered that in the Vacation after the Second Term in the Year one Thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Vittul Doss Sawma Doss by Robert Orme his Attorney and brought in to the said Court then there his Certain Plaint against Budderdeen Hoosain Cawn in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

No 95

5. Tercer
6 Quarta
7 Quinta
8- Sesta
9 28
10 D
11 D
12 7
13 2

Fourth Term 1807 853

name Style and firm of Perchas Rickhead and Company
bearing date the day and Year last aforesaid and therein
and thereby directed the said last mentioned Bill of Ex-
change to the said Thomas Parry John Kennaworthy
George Halyburton D. S. Sullivan, Thomas Chase
Richard Yeldham, Edward Watts, John Hugh &
Donald Ogilvie, Gilbert Richetts, John Chinnery &
Thomas De Mello Henry Hall Henry Brown Charles
Ball William Watts Venkata Narrain Branjiay &
Sungunah Chetty and Vadachellum Moodelliar by the
Names and description of Thomas Parry, John Kennaworthy
and George Halyburton Esquires or the Committee
for the time being of the New Madras Insurance
Company Madras and thereby directed and required
the said Thomas Parry, John Kennaworthy, George
Halyburton D. S. Sullivan, Thomas Chase, Richard
Yeldham Edward Watts John Hugh Donald &
Ogilvie Gilbert Richetts, John Chinnery, Thomas De
Mello, Henry Hall Henry Brown, Charles Ball,
William Watts, Venkata Narrain Branjiay Sungunah
Chetty and Vadachellum Moodelliar by the Names
and description of Thomas Parry, John Kennaworthy
and George Halyburton Esquires or the Committee
for the time being of the New Madras Insurance
Company Madras at Sixty days after Sight of that
their first of Exchange (their second third and
fourth of the same tenor and date not paid) to pay
to certain Persons using the Name Stile and Firm
of

No 98

854

of Bruce De Ponthieu Bazett and Co. by the Name
of Messieurs Bruce De Ponthieu Bazett and Co.
or order the Sum of Star Pagodas Thirty six Thousand
and eighty one, thirty four Fanams and Twenty eight
Cash being for Pounds Sterling Thirteen Thousand
two hundred and thirty value received on account
the New Madras Insurance Company in the Policy
on the Prince of Wales N°. 143 underwritten by them
the loss on which was adjusted by them (meaning
the said Josiah Burpee Jordan John Forbes
Thomas Wilkinson Henry Rodwell and Nathaniel
Edward Kindersley) under date the twenty fifth
April last and the Policy cancelled that day
(meaning the said last mentioned twenty fifth
day of April) and advised accordingly and then
and there delivered the said last mentioned Bill of
Exchange to the said persons so using the Name
Stile and Firm of Bruce De Ponthieu Bazett and
Co. and the said persons so using the Name Stile
and Firm of Bruce De Ponthieu Bazett and Co.
to whose order the said Sum of money in the
said last mentioned Bill of Exchange was to
be paid after the making of the said Bill of
Exchange and before the payment of the said
Sum of Money therein mentioned or of any

part

part thereof that is to say on the day and Year last aforesaid at London aforesaid indorsed the said last mentioned Bill according to the said Custom of Merchants and by that last indorsement appointed the Contents of the said last mentioned Bill of Exchange to be paid to the said Patrick Crawford Bruce Henry Fawcett George Simpson John Du Ponthieu, Patrick Hadow, James Law William Crawford and James Gathorne Remington and there and there delivered the said Bill so indorsed to the said Patrick Crawford, Henry Fawcett George Simpson, John Du Ponthieu, Patrick Hadow James Law, William Crawford and James Gathorne Remington of which said indorsement they the said Thomas Parry John Thennworthy, George Halyburton J. S. Sullivan, Thomas Law, Richard Goldham, Edward Watts John Hugh Donald Ogilvie Gilbert Richetts, John Chinnery Thomas De Mello Henry Wall, Henry Brown, Charles Bull William Watts, Venkata Narrain Bonnieny Sengapah Chitty and Vadachellum Moodelliar afterwards to wit on the twenty sixth day of May aforesaid at Madras aforesaid had Notice and the said Bill of Exchange was then and there shewn and presented to the said Thomas Parry John Thennworthy

Fourth Term 1807

Thenworthy George Haliburton J. L. Sullivan Thomas Chase, Richard Feldham Edward Wells John Hugh Donald Ogilvie, Gilbert Bicketts, Peter Chinnery, Thomas De Mello Henry Hall, Henry Brown, Charles Ball, William Watts, Venrata Narrain Brauniy Singanah Chitty and Vadachellum Moodelliar who then and there that is to say on the day and year last mentioned accepted the same By reason of which said several promises and according to the said custom they the said Thomas Parry, John Thenworthy, George Haliburton J. L. Sullivan, Thomas Chase Richard Feldam, Edward Wells, John Hugh Donald Ogilvie, Gilbert Bicketts John Chinnery Thomas De Mello, Henry Hall, Henry Brown, Charles Ball, William Watts, Venrata Narrain Brauniy Singannah Chitty and Vadachellum Moodelliar became liable to pay to the said Patrick Crawford Bruce Henry Fawcett George Simson, John De Pentheen Patrick Hadow, James Lane William Crawford and James Gathorne Rennington the said last mentioned sum of Money in the said last mentioned Bill of Exchange mentioned according to the tenor and effect of the said last mentioned Bill and the said acceptance thereof and the said indorsement last mentioned to be made thereon as aforesaid and being so liable they the said Thomas Parry John Thenworthy George Haliburton J. L.

South Leem 1807 857

Richard Yeldham, Edward Watts, John Hugh Donald
Ogilvie, Gilbert Richetts, John Chinnery Thomas
De Mella, Henry Hall, Henry Brown, Charles Ball,
William Watts Venceta Narracia Browning Singanah
Chitty and Vadachellum Modelliar in consideration
thereof afterwards to wit on the same day and Year last
aforesaid undertook and then and there faithfully
promised the said Patrick Cranford Bruce Henry
Fawcett, George Swinson John De Ponthieu, Patrick
Hadon, James Law, William Cranford and
James Gathorne Remington to pay them the said
Sum of Money in the said Bill specified according
to the tenor and effect of the said Bill and the
said acceptance thereof and the said Indorsements so
made thereon as aforesaid And Whereas also the said
Thomas Povey John Shenworthy George Shelyburton
L. L. Sullivan Thomas Chase Richard Yeldham
Edward Watts John Hugh Donald Ogilvie Gilbert
Richetts, John Chinnery Thomas De Mella, Henry
Hall, Henry Brown Charles Ball, William Watts,
Venceta Narracia Browning Singanah Chitty and
Vadachellum Modelliar afterwards to wit on the
twenty eighth day of July in the said Year one
thousand eight hundred and six at Madras
aforesaid were indebted to the said Patrick
Cranford Bruce, Henry Fawcett, George Swinson,
John De Ponthieu, Patrick Hadon, James Law,
William

Fourth Term 1803

William Crawford and James Guthrie Remington
in the further Sum of Fifty Thousand Star Pagodas or
of the Current Money of Madras for so much Money
by the said Thomas Parry John Kennerley George
Halyburton & J Sullivan Thomas Chase &
Richard Yeldham Edward Watts John Hugh
Donald Ogilvie, Gilbert Ricketts, John Cheminey &
Thomas De Mello, Henry Hall, Henry Brown &
Charles Ball, William Watts, Venkata Narrain
Braming, Singanah Chitty and Vadachellum
Modellian before that time had and received
to and for the use of the said Patrick Crawford
Bruce, Henry Sawcell, George Simson, John De Pontheu,
Patrick Hudon, James Lan, William Crawford
and James Guthrie Remington at their special
instance and request and being so indebted they
the said Thomas Parry John Kennerley
George Halyburton J. J. Sullivan Thomas Chase
Richard Yeldham Edward Watts John Hugh
Donald Ogilvie Gilbert Ricketts John Cheminey
Thomas De Mello, Henry Hall, Henry Brown,
Charles Ball, William Watts, Venkata Narrain
Braming Singanah Chitty and Vadachellum
Modellian in consideration thereof afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid undertook and then and

them faithfully promised the said Patrick Crawford Bruce Henry Fawcett George Swinson, John De Ponthieu, Patrick Hadon James Lane, William Crawford and James Fathorne Remington to pay them the said last mentioned sum of Money when they the said Thomas Parry John Kenworthy, George Halyburton John L. L. Sullivan, Thomas Chase, Richard Yeldham, Edward Watts, John Hugh Donald Ogilvie Gilbert Ricketts John Chinnery Thomas De Mello, Henry Hall Henry Brown Charles Ball, William Watts, Venceta Narrain Branjiny Singanah Chetty and Vadachellum Modelliar should be thereunto afterwards requested And Whereas also the said Thomas Parry John Kenworthy George Halyburton J. L. L. Sullivan Thomas Chase Richard Yeldham Edward Watts John Hugh Donald Ogilvie Gilbert Ricketts, John Chinnery, Thomas De Mello, Henry Hall Henry Brown, Charles Ball, William Watts, Venceta Narrain Branjiny Sanganah Chetty and Vadachellum Modelliar afterwards to wit on the same day and year last aforesaid, were indebted to the said Patrick Crawford Bruce Henry Fawcett, George Swinson, John De Ponthieu Patrick Hadon

Fourth Term 1807

Hadow, James Law, William Crawford and James Gathorne Pennington in the further Sum of Fifty Thousand Star Pagodas of the like Current Money of Madras for so much Money by the said Patricks Crawford Bruce, Henry Fawcett, George Swinton, John De Ponthieu, Patrick Hadow, James Law, William Crawford and James Gathorne Pennington before that time lent and advanced to the said Thomas Parry, John Shenworthy, George Halyburton J. L. Sullivan Thomas Chase, Richard Yeldham Edward Watts, John Hugh Donald Ogilvie, Gilbert Ricketts, John Chinnery, Thomas De Mello, Henry Hale Henry Brown, Charles Ball, William Watts, Venceta Narrain Branjey, Singanah Chitty and Vadachellum Moodelliar and at their special instance and request and being so indebted they the said Thomas Parry & John Shenworthy, George Halyburton J. L. Sullivan Thomas Chase Richard Yeldham, Edward Watts, John Hugh Donald Ogilvie, Gilbert & Ricketts, John Chinnery, Thomas De Mello — Henry Hale, Henry Brown, Charles Ball, — William Watts, Venceta Narrain Branjey & Singanah Chitty and Vadachellum Moodelliar in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully

promised the said Patrick Crawford Bruce
Henry Fawcett, George Simson, John De
Pontheau, Patrick Hadow James Law, or
William Crawford and James Gathorne
Rennington to pay them the said last mention-
ed Sum of Money when they the said Thomas
Parry, John Kennerthy, George Halyburton or
I. I. Sulivan Thomas Chase, Richard Yeldham
Edward Watts, John Hugh Donald Ogilvie, or
Gilbert Ricketts John Chinnery Thomas De Mello,
Henry Hall, Henry Brown Charles Ball, or
William Watts Venesta Narrain Branjoy,
Sengannah Chitty and Vadachellum Moodelliar
should be thereunto afterwards requested - And
Whereas also the said Thomas Parry, John
Kennerthy George Halyburton I. I. Sulivan
Thomas Chase Richard Yeldham, Edward
Watts John Hugh Donal Ogilvie Gilbert
Ricketts, John Chinnery Thomas De Mello, or
Henry Hall, Henry Brown Charles Ball,
William Watts, Venesta Narrain Branjoy
Sengannah Chitty and Vadachellum Moodelliar
afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid were
indebted to the said Patrick Crawford Bruce
Henry Fawcett, Georg Simson, John De
Pontheau, Patrick Hadow James Law, William
Crawford and James Gathorne Rennington

in

Fourth Term 1807

in the further Sum of Fifty Thousand Star Pagodas of like Current Money for so much Money by the said Patrick Cranford Bruce, Henry Fawcett, George Simson, John De Pontieu, Patrick Kadon, James Lane Williams Cranford and James Gathorne Remington before that time laid out expended and paid for the said Thomas Parry John Thenworthy, George Haliburton D. S. Sullivan, Thomas Case Richard Yeldham and Edward Watts John Hugh Donald Ogilvie Gilbert Richetts John Chinnery Thomas De Mello, Henry Hall Henry Brown Charles Ball William Watts Venceta Narrain Brauing Singanah Chitty and Vadachellum Modelliar and at their Special instance and request and being so indebted they the said Thomas Parry John Thenworthy George Haliburton D. S. Sullivan Thomas Case, Richard Yeldham, Edward Watts. John Hugh Donald Ogilvie, Gilbert Richetts, John Chinnery Thomas De Mello, Henry Hall, Henry Brown, Charles Ball, William Watts Venceta Narrain Brauing, Singanah Chitty and Vadachellum Modelliar 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 Patrick Cranford Bruce Henry Fawcett, George Simson, John De Pontieu,

Patrick Hadow, James Lane, William Crawford and James Gathorne Remington to pay them the Said last mentioned Sum of Money when they the said Thomas Parry, John Kenworthy, George Halyburton J. L. Sullivan Thomas Shaw Richard Yeldham, Edward Watts, John Hugh Donald Ogilvie Gilbert Ricketts John Shinnery Thomas De Mello Henry Hall Henry Brown, Charles Ball, William Watts Venuto Narrain Branning Singanah Chitty and Vadrachellum Moodelliar should be thereunto afterwards requested And Whereas also the said Thomas Parry John Kenworthy, George Halyburton J. L. Sullivan Thomas Shaw, Richard Yeldham, Edward Watts, John Hugh Donald Ogilvie, Gilbert Ricketts, John Shinnery Thomas De Mello Henry Hall, Henry Brown, Charles Ball, William Watts, Venuto Narrain Branning Singanah Chitty and Vadrachellum Moodelliar aforesaid, to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Patrick Crawford Bruce, Henry Fawett, George Swinton, John De Pantheus Patrick Hadow, James Lane, William Crawford and James Gathorne Remington of and concerning

divers

414

Second Term 1807

afterwards to wit on the Second day of December
in the year aforesaid with force and Arms &c
entered into the premises aforesaid with the
Appurtenances which the said Abelandum
demised to the said Timothy Goodtitle in Manner
aforesaid for the term aforesaid which is not yet
Expired and Ejected the said Timothy Goodtitle
out of his said Farm and other injuries to him
then and there did against the Peace of our Lord
the now King &c And for that One
Abelandum Vellegannah afterwards to wit
on the First day of December in the Year One
Thousand Seven Hundred and Ninety Six at
Madras aforesaid had demised granted and to
Farm let to the said Timothy Goodtitle Ten
other Messuages Ten other dwelling Houses
Ten other Shops Ten other outhouses Ten other
Stables Ten other Godowns Ten other Bungalows
and Five other Gardens of Waste Ground
with the Appurtenances Situate lying and
being in Peddanaicken Pettah in Jagannadha
Perumal Pagoda Street within the limits of
Madras aforesaid To have and to hold
the said last mentioned Tenements with the
Appurtenances to the said Timothy Goodtitle
and his Assigns from the said First day of
December

Fourth Term 1805

866

Henry Brown, Charles Ball, William Watts,
Venrate Narrain Branning, Singanah &
Chitty and Vadachellum Modellear
should be thereunto afterwards Requested.
Yet the said Thomas Parry John Shenworthy
Halybarton & Sullivan Thomas Chase,
Richard Yeldham, Edward Watts &
John Hugh Donald Ogilvie Gilbert Richetts
John Chinnery Thomas De Mello, Henry Hall,
Henry Brown, Charles Ball, William Watts,
Venrate Narrain Branning Singanah &
Chitty and Vadachellum Modellear and &
regarding their said several promises &
and undertakings so by them made in manner
and form aforesaid but contriving and fraudulently &
intending craftily to deceive and defraud the &
said Patrick Crawford Bruce, Henry Savage,
George Simpson, John De Penthieu, Patrick &
Wadow, James Law, William Crawford
and James Gathorne Rennington 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 (altho so to do they the
said Thomas Parry John Shenworthy, George
Halybarton & Sullivan Thomas Chase,
Richard Yeldham Edward Watts John Hugh
Donald Ogilvie Gilbert Richetts, John Chinnery,

Fourth Term 1807 86

Thomas De Mells, Henry Hall Henry Brown, Charles Ball, William Watts Venkata Narrain Branjoy, Singanah Chitty and Vadachellum Modellier — were severally requested by the said Patrick Crawford Bruce Henry Fawcett, George Simson, John de Ponthieu, Patrick Hadow, James Law, William Crawford and James Gathorne Remington to wit on the same day and Year last aforesaid and often afterwards to wit at Madras aforesaid / But the said Thomas Parry, John Shenworthy, George Haliburton L. L. Sullivan, Thomas Chase Richard Yeldham, Edward Watts, John Hugh Donald Ogilvie, Gilbert Richetts, John Chinnery Thomas De Mells, Henry Hall, Henry Brown, Charles Ball, William Watts Venkata Narrain Branjoy, Singanah Chitty and Vadachellum Modellier — or any of them to pay the same or any part thereof to the said Patrick Crawford Bruce, Henry Fawcett, George Simson, John De Ponthieu, Patrick Hadow, James Law, William Crawford and James Gathorne Remington have and each and every of them hath hitherto wholly refused and still do and each and every of them still doth refuse To the Damage of the said Patrick Crawford Bruce, Henry Fawcett, George Simson John De Ponthieu,

Patrick

Fort St George 1807

903

Plaintiffs Letter filed June 1st 1807 -

Madras to wit. The Nabob Malekon Nissa Begum by Daniel Neale her Attorney Complains of Annee Venkatasawmy Naicki who is an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court of a Plea Fort that Whereas the said Nabob Malekon Nissa Begum heretofore to wit on the first day of January in the Year of Our Lord One thousand eight hundred and five at Madras was lawfully Possessed of and in a certain Grant or Certificate of and from the Government of Fort Saint George Number Two thousand and Sixty two and dated the twenty third day of October in the Year of Our Lord One thousand eight hundred and four to and in favor of one Vathulloor Moothoohistna Pillay of a House Ground and Premises Situate in Mootalpettah in Comarapah Modelly Street in the Black Town of Madras of a large value to wit of the value of Two thousand Star Pagodas of the lawful Money of Madras as of her own proper Goods and Chattels and being so thereof possessed that Said Nabob Malekon Nissa Begum afterwards to wit And without day &c. Will is ever considered by the said Court here that the said Annee Venkatasawmy Naick do Recover against the said Malekon Nissa Begum the Sum of Ninety three Pagodas and Twenty eight Fanams for his Costs and Charges by him laid out about his defence in this behalf by the said Court now here adjudged to the said Annee Venkatasawmy Naick and with his assent and that the said Annee Venkatasawmy Naicks have execution thereof &c.

Fourth Term 1807

to her but contriving and intending to defraud the said Sr Nabob Mahomed Nissa Begum in this behalf hath not yet delivered the said Grant or Certificate Number Two Thousand and Sixty two to the said Nabob Mahomed Nissa Begum (altho often requested so to do) but on the contrary thereof the said Annee Venkatasawmy Naick afterwards to wit on the Second day of January in the said year of Our Lord One thousand eight hundred and five at Madras aforesaid converted and disposed of the said Grant or Certificate Number Two thousand and Sixty two to his own use To the Damage of the said Nabob Mahomed Nissa Begum of Two thousand Star Pagodas and therefore she brings her Suit &c.

And afterwards to wit in the third Term of the said Year one thousand eight hundred and Seven in the said Supreme Court of Judicature at Madras till which term the said Annee Venkatasawmy Naick had leave to imparl to the said Plaint and then to Answer the same came as well the said Nabob Mahomed Nissa Begum by his said Attorney as the said Annee Venkatasawmy Naick by his said Attorney And the said Annee Venkatasawmy Naick by Robert Orme his attorney comes and defends the wrong and injury when &c and says that he is not guilty of the Premises in manner and form as the said Nabob Mahomed Nissa Begum hath above thereof complained against him and of this he puts himself upon the Court &c.

imparlee

Plea filed 24th July 1807

Afterwards in this fourth Term that is to say on

Fourth Term 1807

205

on the Twenty fourth day of September of the said Year
One thousand Eight hundred and Seven to which Day was
given as well to the said Malekon Nesa Begum as to
the said Annee Venkatasawmy Naick to inform the Court
of the Premises, At which Day comes as well the said
Malekon Nesa Begum as the said Annee Venkatasawmy
Naick by their respective Attornies before named, and the
said Court having heard the respective allegations of the
Parties and examined the truth thereof and duly and deliberate-
ly considered the Evidence proceeded to consider of their Verdict
to be given of and upon the Premises and after the said
Court had considered thereof and agreed among themselves
they are ready and prepared to give their Verdict in this behalf
upon which the said Malekon Nesa Begum being
solemnly called comes not nor does she further prosecute
her Plaint against the said Annee Venkatasawmy
Naick Therefore it is considered that the said Malekon
Nesa Begum be taken thereby by her said Plaint
She and her Pledges to prosecute be in Mercy &c. And
that the said Annee Venkatasawmy Naick
&c. do go thereof
without day &c. And it is further considered by the
said Court here that the said Annee Venkatasawmy
Naick do recover against the said Malekon Nesa Begum
the Sum of Ninety three Pagodas and Twenty eight
Fanams for his costs and Charges by him laid out
about his defence in this behalf by the said Court now
here adjudged to the said Annee Venkatasawmy Naick
and with his assent and that the said Annee
Venkatasawmy Naick have execution thereof &c.

Judgment signed for the Defendant the 4th day of January 1808-

Four Term 1807

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 Four Term in the Year of our Lord one thousand eight hundred and seven —

Madras to wit William Hope Executor of the last Will and Testament of Peter Marshall deceased puts in his place Daniel Neale his attorney against Chettakoon Yagambra Moodelliar and Vencatarunga Pillay in a Plea of Debt —

Just in their Name) Nimesley Browne their [illegible] The Suit of the said William Hope as Executors aforesaid, in the Plea aforesaid —

Madras to wit Be it remembered that as of the third Term in the Year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras Came William Hope Executor of the last will and Testament of Peter Marshall deceased by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Chettakoon Yagambra Moodelliar and Vencatarunga Pillay 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

Fourth Term 1807

Plaint in Debt on Recognizance filed 12th. September 1807.

Madras to wit. William Hope Executor of the last Will and Testament of Peter Marshall deceased by Daniel Neale his Attorney Complains of Chettathoor Yagambra Modelliar and Venkatarunga Pelley who are Hindoo Inhabitants of Madras and as such Persons respectively Subject to the Jurisdiction of this Honorable Court of a Plea that they render to the said William as Executor as aforesaid Fifteen thousand and Forty Star Pagodas Forty three fanams and Eighteen Cash of the lawful Current Money of Madras which they unjustly detain from him the said William as Executor as aforesaid For that Whereas heretofore to wit on the twenty eighth day of March in the Year of Christ One thousand eight hundred and Seven the said Yagambra and Venkatarunga came in their proper Persons into the Supreme Court of Judicature of our Lord the King at Madras before Sir Thomas Andrew [illegible] Knight and his Companions Then the said William as such Executor and then should have his execution and against the said James William Douglas Brodie George Halyburton and Gilbert Falconer for the damages aforesaid in form aforesaid Recovered by the default of the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconer as by the Record of the said last mentioned Judgment now also remaining in the said Court of our said Lord the King here at more fully appear and the said William in fact

George Halyburton and Gilbert Falconer should be convicted at the Suit of the said Peter Marshall in a certain Plea of trespass on the Case upon promises and if the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconer should not satisfy to the said Peter Marshall such damages and Costs as should be adjudged to the said Peter Marshall against them the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconer in that behalf or should not render their respective bodies to the Custody of the Sheriff of Madras on that occasion And the said William in fact saith that the said Peter Marshall in his life time (that is to say) on the Second Term now last past in the said Supreme Court of our Lord the King at Madras by the Judgment of the same Court recovered against the said John Tulloh William Douglas Brodie George Halyburton and Gilbert Falconer in the said Plea of Trespass on the [illegible] satisfied Several the [illegible] said William as Executor as aforesaid to demand and have of and from the said Yaganbra and Venkatawenga the said Fifteen thousand and forty Star Pagodas forty three fanams and Eighteen Cash above demanded according to the form and effect of the said Recognizance Yet the said Yaganbra and Venkatawenga (although often requested &c.) have not nor hath either of them paid to the said William as Executor as aforesaid the said Fifteen thousand and

Gilbert Falconer are Convicted as by the several Records of the said Recognizance and of the said Judgment now remaining in the said Supreme Court of our said Lord the King at Madras aforesaid may more fully appear and the said William in fact further saith that after the recovery of the said Judgment (to wit) on the twenty eighth day of May in the Year of Christ One Thousand eight hundred and Seven at Madras aforesaid the said Peter Marshall died having first duly made and published his last Will and Testament in Writing and thereof Constituted the said William Executor and that the said William duly proved the said Will of the said Peter Marshall and obtained Letters Testamentary thereof (which said Letters Testamentary the said William now brings here into Court) and that thereupon afterwards to wit on the fourth day of August in the said Year of Christ One thousand eight hundred and Seven at Madras aforesaid by the Justices of the said Court here William remains [illegible] Executor as aforesaid the said Ayyagoomboo and Venkatarunga whereof a day is given to the said William [illegible] Adam Tulloh to come before the Court and Verify his said Plaint and Suit. —

At which day being the Twenty Third day of September in this Term comes the said William by his said Attorney and produces to the Court the Several Record of the said Recognizance and of the said several judgments in the said Plaint of him the said

William

Judgment for the Plaintiff on a Verdict in Debt on Recognizance

fact further saith that the said John Tullok William Douglas Brodie George Haliburton and Gilbert Falconer have not nor have nor hath any or either of them satisfied to the said William as Executor as aforesaid the said Seven thousand Nine hundred and fifty five Star Pagodas twenty seven Fanams and forty Nine Cash do as aforesaid, in form aforesaid Recognizance or any part thereof and that the said John Tullok William Douglas Brodie George Haliburton and Gilbert Falconer have not rendered themselves to the Custody of the Sheriff of Madras in execution of the said Judgment according to the form and effect of the said Recognizance and that the said Judgment yet remains in its full force strength and effect not in the least reversed or satisfied and that the said Recognizance in form aforesaid acknowledged still remains in its full force and effect not vacated whereby an

912

Fourth Term 1803

forty Star Pagodas forty three fanams and Eighteen — to
Each above demanded or any part thereof But they to pay
the same have and each of them hath hitherto —
wholly refused and still do and each of them doth
refuse To the damage of the said William as Executor
as aforesaid of Two hundred Star Pagodas and therefore
he brings his Suit &c. —

And the said Yaganniba and Venkatavunga
having come by Thomas Anneley Browne their Attorney
defended the wrong and injury when &c. and had leave to
imparle to the said Plaint of the said William until
the Nineteenth day of September in this term and then
to Answer the same &c.

At which day comes the said William by
his said Attorney and the said Yaganniba and Venkata-
vunga also come by their Attorney above Named — And the
said Yaganniba and Venkatavunga say nothing in bar or
preclusion of the said Action of the said William whereby
he the said William ought not to be Answered against
their Attorney by reason

Fourth Term 1807 913

William Mentioned whereby it sufficiently appears to
the Court that the said Yagambra and Venkata-
-ranga do detain from the said William as
Executor as aforesaid the said Fifteen Thousand
and forty Star Pagodas Forty three fanams and eighteen
Cash above demanded in Manner and form as the said
William hath above thereof complained against them
Therefore it is Considered that the said William as
Executor as aforesaid Recover against the said
Yagambra and Venkataranga his said debt. And
that the said Yagambra and Venkataranga pay unto
the said William as well for his damages Sustained
by him by Occasion of the detaining the said
debt as for his Costs and Charges laid out by him about
his Suit in this behalf the Sum of One hundred
and twenty six Pagodas and Nineteen fanams And
the said Yagambra and Venkataranga &c Mercy

Judgment Signed
for the Plaintiff
the 2 January 1808

as to } Be it Remembered that as of the Fourth Term in the Year one thousand
eight hundred and six before the Supreme Court of Judicature at Madras
came Pauparkellummall the Widow, Ninak Pilley the Brother, Lakshe-
-manan and Nangammy his wife, Vencattamah and Lakshemy the Daughter
and personal Representatives of Vadamaly Pilley deceased by Gillan
Ricketts their attorney and brought into the said Court then there
their Certain Plaint against Vandanamy Pauparmmal Widow,
in a Plea of Trespass on the Case and there are Pledges for the
prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Fort St. George

214

Laur R Leim 1803

with the Seventy first day of
thousand Seven hundred and eighty eight A.D. 1787
according to the Law and customs of the Gentoos
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 delivered the said Note to the said Vadamaly Pelly in
his life time whereby the said Vandavaussy
Pariyarmmaul, by the name and description of Vandavaussy
Pariyarmmaul Wife of Bangaroo Naicker of Madras, &c
acknowledged that in consequence of her urgent occasion
She

Fourth Term 1809.

915

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice — and the Honble Sir Benjamin Sullivan, Knight, one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one Thousand eight hundred and seven —

Fort St. George, Madras ss } Paupah Ummall, the Widow, Ninah Pillay the Brother, Lutchoomanan and Naugammy his wife, Vencattamah and Latchemy the Daughter and personal Representatives of Vadamaly Pillay deceased, sue in their place Gillers Ricketts their Attorney against Vandavanay Poupammal Widow — in a Plea of Trespass on the Case —

Fort St. George, Madras ss } The said Vandavanay Poupammal Widow, in person, as the wife of the said Paupah Ummall, Ninah Pillay, Lutchoomanan and Naugammy, Vencattamah and Latchemy personal Representatives of Vadamaly Pillay deceased — in the Plea aforesaid named Vandavanay

Fort St. George, Madras } 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 Vadamaly Pilly in his life time to pay him the said Sum of Two hundred Star Pagodas and Interest in the said Note mentioned when she the said Vandavanay Poupammal should be thereto afterwards requested And whereas also the said Vandavanay Poupammal afterwards to wit on the second day of January in the Year

916

Fourth Term 1807

Plaintiffs Assumpsit. Fort St George Madras ss. Pangnak Ummaul the Widow,
Filed 27th December Nenah Pillay the Brother, Latchoomanen and Nangammy his
1806. Wife Venkattamah and Latchemy the daughters, and of
personal Representatives / According to the laws and customs
of the Hindoo Natives of India / of Vadamaly Pilly deceased,
late a Hindoo Inhabitant of Madras, the said Venkattam-
mah and Latchemy being Infants under the Age of
Sixteen Years, to Wit the said Venkattamah of the Age of
Ten Years, and the said Latchemy of the age of eight years
and suing in this behalf by the said Pangnak Ummaul,
Nenah Pillay, Latchoomanen and Nangammy
their next Friends, by Gilbert Richetts their Attorney
Complain of Vandavanay Pangammaul Widow, being
a Hindoo Inhabitant of Madras and as such Subject
to the Jurisdiction of this Noble Court For that Whereas
the said Vandavanay Pangammaul heretofore to wit on the
[illegible] day of Sheluca year of the Hindoos corresponding
with the [illegible] day of June in the Year of Christ One
[illegible] at the aforesaid
Pilly in his life time before that time laid out expended and
paid for the said Vandavanay Pangammaul and at
her Special instance and request and being so indebted
she the said Vandavanay Pangammaul 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 Vadamaly Pilly
in his life time to pay him the said last mentioned

Sum

Fourth Leaf 1804

She had on the day of the making of the said Note &c
mortgaged to the said Vadamaly Pilly the Choultry Bill
of Sale of her House and Ground situated as therein
mentioned and borrowed the Sum of Two hundred Star
Pagodas Current Money of Madras which Sum She the
said Vandavanay Paupammal did thereby engage to
repay unto the said Vadamaly Pilly / by the Name and
description of Vadamaly Pilly Son of Parvangoody &c
Arvoorraga Pilly of Kandiyapauda East of the same
place / on demand with all such Interest as should or
might become due thereon at the Rate of twelve per Cent
per Annum commencing from that month By means
whereof the said Vandavanay Paupammal became
liable to pay the said Sum of Two hundred Star Pagodas
in the said Note mentioned, with Interest thereon at
the rate aforesaid, when she the said Vandavanay &c
Paupammal should be thereto afterwards requi-
red in due time to pay him the said last mentioned Sum of
Money when she the said Vandavanay Paupammal
should be thereunto afterwards requested yet the said Vandava-
nay Paupammal not regarding her said several promises
and undertakings so by her made in manner and form
aforesaid but contriving and fraudulently intending &c
craftily and subtilly to deceive and defraud the said
Vadamaly Pilly in his life time and the said Paupal.
Ammanall, Kenah Pilly Lutchoomanen, Kangammy &c

Vencattamah

Fourth Term 1807

year one thousand seven hundred and ninety Six at Madras aforesaid was indebted to the said Vadamaly Pilly in his life time in the Sum of Eight hundred Star Pagodas of the Current money of Madras aforesaid for so much money by the said Vadamaly Pilly in his life time before that time lent and advanced to the said Vandavanny Pauparmmaul and at her Special instance and request and being so indebted she the said Vandavanny Pauparmmaul 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 Vadamaly Pilly in his life time to pay him the said last mentioned Sum of Money when she the said Vandavanny Pauparmmaul should be thereunto afterwards requested And Whereas also the said Vandavanny Pauparmmaul afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Vadamaly Pilly [illegible] hundred Star Pagodas of like [illegible] the said Vadamaly Pilly deceased as aforesaid Vadamaly Pilly hath hitherto wholly refused to refuse to the damage of the said Paupah Ummah Nanah Pilly, Lutchmeenarain, Nauganmmy Venkattanah, and Lutchmmy personal Representatives as aforesaid of Eight hundred Star Pagodas and therefore they bring &c. Suit &c.—

AND came in this Second Term in the Year One thousand eight hundred and Seven that is to say on the fourth day of April whereon day was given as well

Fourth Term 1807

919

Sum of money when she the said Vandavanay Pauparamaul should be thereunto afterwards requested And whereas also the said Vandavanay Pauparamaul afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Vadamaly Pilly in his life time of and concerning divers other Sums of money before that time due and owing from the said Vandavanay Pauparamaul to the said Vadamaly Pilly in his life time and there being in arrear and unpaid and upon that accounting the said Vandavanay Pauparamaul was then and there found to be in arrear and indebted to the said Vadamaly Pilly in the further Sum of Eight hundred Star Pagodas of like current Money and being so found in arrear and indebted the the said Vandavanay Pauparamaul in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and [illegible] there faithfully [illegible] said [illegible] Satchenny [illegible] expositions of the witnesses adduced by them in support thereof do find and pronounce that the said Vandavanay Pauparamaul did undertake and promise in manner and form as the said Pauparr Ummall Ninah Pilly, Ludchoomanen, Nangarenny, Vencattamah and Satcheny have above thereof complained against the said Vandavanay Pauparamaul and they assess the damages of the said Pauparr Ummall, Ninah Pilly, Ludchoomanen, Nangarenny, Vencattamah and Satcheny on occasion of the non performance of the said several promises and undertakings

220

Fourth Leim 1807

Vencattamah, and Latcheny personal Representatives aforesaid since his death 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 She the said Vandavaussy Pauparammaul was requested by the said Vadamaly Pilly in his life time often times and by the said Paupah Ummaull, Ninah Pilly Lutchoomanen Naugammy, Vencattamah and Latcheny personal Representatives as aforesaid since the death of the said Vadamaly Pilly to wit on the first day of August in the Year of Christ One thousand eight hundred and five and after both before and afterwards to wit at Madras aforesaid / But the said Vandavaussy Pauparammaul to pay the same to the said Vadamaly Pilly in his life time or to the said Paupah Ummaull, Ninah Pillay Lutchoomanen, Naugammy Vencattamah and Latcheny personal Representatives since the death of the said Pillay, Lutchoomanen, Naugammy Representatives as aforesaid by Gilbert Ricketts merited and still Clerk of our Lord the King of Fleet 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 Vandavaussy Pauparammaul within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by seizure and sale thereof the Sum of Eight hundred and fifty three Pagodas and Sixteen fanams, which the said Paupah Ummall, Ninah Pillay, Lutchoomanen, Naugammy Vencattamah and Latcheny recovered against the said Vanda= Damages which they have sustained as well

Fourth Term 1807

well to the said Paupah Ummaul Nainah Pillay &
Lutchoomanen, Naugammy, Vencattamah and &
Lutchemy as to the said Vandavanay Pauparamnaul to
inforce the Court of the premises came the said Paupah
Ummaul Nainah Pillay, Lutchoomanen, Naugammy
Vencattamah and Lutchemy by their Attorney aforesaid
and the said Vandavanay Pauparamnaul although so
solemnly demanded came not nor did she say any thing
in bar or preclusion of the said action of the said
Paupah Ummaul, Nainah Pillay, Lutchoomanen, Naugam-
my, Vencattamah and Lachemy whereby the said &
Paupah Ummaul Nainah Pillay, Lutchoomanen, &
Naugammy Vencattamah and Lutchemy remain therein
undefended against the said Vandavanay Pauparamnaul
whereupon the Justices of the Court here having examined
and considered the Several Allegations of the said Paupah
Ummaul, Nainah Pillay, Lutchoomanen, &
Vencattamah and &

Fourth Term 1809

over and above their Costs and Charges by them about their Suit in this behalf expended to Six hundred and Sixty Nine Pagodas and for those Costs and Charges to One Hundred and eighty four Pagodas and Sixteen fanams Therefore it is considered that the said Pungiah Ummah, Nimah Pillay, Lutchoomanen, Naugammy, Venkattamah and Latchemy personal Representatives as aforesaid do recover against the said Vandavasy Perpanmal the said Sum of Six hundred and Sixty Nine Pagodas for their Damages in Sum aforesaid assessed and the Sum of One hundred and eighty four Pagodas and Sixteen fanams for their Costs and Charges by them about their Suit in this behalf expended which said damages Costs and Charges in the Whole Amount to Eight Hundred and fifty three Pagodas and Sixteen fanams and the said Vandavasy Perpanmal in Mercy &c.

Whereupon the said Pungiah Ummah, Nimah Ummah and Latchemy personal Representatives by their Attorney pray the

Easter Term 1809

865

Patrick Seaton, James Law, William Crawford
and James Gathorne Remington of Jaffy—
Thousand Star Pagodas and Thereof—
they being Sued &c—

And afterwards to wit in the third
Term of the said year one Thousand eight
hundred and Seven in the said Supreme
Court of Judicature at Madras till which Term
the said Thomas Parry, John Kenneworthy,
George Halyburton, John Stuart Sullivan, Thomas
Chase, Richard Yeldham, Edward Watts, John
Hugh Donald Ogilvie, Gilbert Ricketts, John
Chinnery, Thomas De Mello, Henry Hall,
Henry Brown, William Watts, Venecatanarain
Branjeny, Serigamah Chitty and Vadachelluem
Moodelly had leave to imparl to the said Plaint
and then to Answer the same, came as well
the said Patrick Crawford Bruce, Henry
Fawcett, George Simson, John De Pontieu,
Patrick Seaton, James Law, William
Crawford and James Gathorne Remington
by their said Attorney as the said Thomas
Parry, John Kenneworthy, George Halyburton,
John Stuart Sullivan, Thomas Chase,
Richard Yeldham, Edward Watts, John
Hugh Donald Ogilvie, Gilbert Ricketts,

Imparlance

Hall, Henry Brown, William Watts, Venecata-
-narrain Branmy, Singanah Chitty and
Vadachellum Modelly by their said Attorney;
the said Thomas Parry, John Shenworthy
George Halyburton, John Stuart Sullivan, Thomas
Chase Richard Yeldham, Edward Watts, John
Hugh Donald Ogilvie Gilbert Ricketts, John &
Chinnery, Thomas De Mello, Henry Ball, &
Henry Brown, William Watts Venecatanarrain
Branmy Singanah Chitty and Vadachellum
Modelly defend the wrong and injury when &c
and say that they did not undertake or promise
in manner and form as the said Patrick Crawford
Bruce, Henry Fawcett, George Simson John De
Pontieu, Patrick Hadow, James Law William
Crawford and James Gathorne Bennington have
above thereof complained against them and this
they pray may be inquired of by the Court. —

And the said Patrick Crawford
Bruce Henry Fawcett George Simson John
De Pontieu Patrick Hadow James Law
William Crawford and James Gathorne
Bennington do the like. —

Afterwards for the trial of the issue
so as aforesaid joined a day was Given by the
Court to the Parties respectively at which day being
the twenty eighth day of September in this term
Come

Rec.d filed 18th Sept.r 1807

Issue Joined

Plaintiff non suited

Fourth Term 1807

borne as well the said Patrick Crawford Bruce Henry Fawcett George Simson John De Pontheu Patrick Nadon James Law William Crawford and James Gathorne Remington by their said Attorney as the said Thomas Parry John Thomworthy George Haliburton L. L. Sullivan Thomas Chase Richard Jeffcharn Edward Watts John Hugh Donald Ogilvie Gilbert Ricketts John Chinnery Thomas De Mello Henry Hall Henry Brown William Watts Venecta narrain Brauning Singara Chitty and Vadachellum Moodely by their Attorney above Named and the Justices of this Court having Heard examined and Considered the allegations of the said Parties in respect to the Matters in issue between them and the evidence adduced in that behalf were about to pronounce Judgement of and upon the Premises Whereupon the said Patrick Crawford Bruce Henry Fawcett George Simson John De Pontheu Patrick Nadon James Law William Crawford and James Gathorne Remington departed from the Court and although Solemnly Called came not again but made default and did not further Prosecute their said Plaint and Suit against the said Thomas Parry John Thenworthy George Halyburton L. L. Sullivan Thomas Chase

Judgment signed for the Defendants the 26th Day of Decr 1807-

Hugh Donald Ogilvie - Gilbert Richetts - John Chinnery - Thomas De Mello - Henry Hall - Henry Brown William Watts - Venkatanarrain - Branniny Singana Chitty and Vadachelleum - Moodelly Therefore it is Considered that the said Patrick Crawford Bruce - Henry Fawcett - George Swinton - John De Ponthieu - Patrick Hadow James Law - William Crawford - and James Gathorne Remington take Nothing by their said plaint but that they and their Pledges to prosecute be in Mercy &c and that the said Thomas Parry - John Thennworthy - George Halyburton - J. L. Sullivan - Thomas Chase - Richard Yeldham Edward Watts - John Hugh Donald Ogilvie Gilbert Richetts John Chinnery - Thomas De Mello Henry Hall Henry Brown William Watts - Venkatanarrain Branniny Singana Chitty and Vadachelleum Moodelly go thereof without day - and it is further Considered that the said Thomas Parry John Thennworthy - George Halyburton - J. L. Sullivan - Thomas Chase - Richard Yeldham Edward Watts - John Hugh Donald Ogilvie Gilbert Richetts - John Chinnery - Thomas De Mello - Henry Hall - Henry Brown - William Watts - Venkatanarrain Branniny Singana Chitty and Vadachelleum Moodelly recover

Fourth Term 1807

recover against the said Patrick Crawford
Bruce. Henry Fawcett George Simson. Colin
De Berthier Patrick Hadow. James Law.
William Crawford and James Fathorne
Remington for their Costs and Charges
laid out by them about their defence and
this behalf the Sum of Two Hundred and
fifty two Pagodas and three fanams and
that the said Thomas Parry John Thomson
Esq. George Halyburton D. D. Sullivan &
Thomas Chase Richard Yeldham. Edward
Watts John Hugh Donald Ogilvie. Gilbert
Ricketts John Chinnery. Thomas De Mello
Henry Hall Henry Brown William Watts
Venkatanarrain Branning Singanna Chitty
and Vadachellum Moodelly have execution
thereof for
Caution

Fourth Term 1807

873

8/4

Fourth Term 1807

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice - and the Honble Sir Benjamin Sullivan, Knight, one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year one thousand eight hundred and seven -

Fort St. George Madras } Abdul Nabee puts in his place James Sutherland his attorney against Mahomed Sheriff and Nazar ally in a Plea of Trover -

Fort St. George Madras } The said Mahomed Sheriff in person at the Suit of the said Abdul Nabee in the Plea aforesaid -

Fort St. George Madras } 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 Abdul Nabee by James Sutherland his attorney and brought into the said Court then there his certain Plaint against Mahomed Sheriff and Nazar ally in a Plea of Trover and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words viz

By an order of Court dated 31st March 1807 the name of the Defendant Nazar ally was directed to be struck out of the Plaint

Fort St. George

Plaint in Cause filed 9th May 1805

Fort St. George Madras. Abdul Nabee a Mahomedan Inhabitant of Madras by James Sutherland his Attorney Complains of Mahomed Sheriff and Nazar ally being respectively Mahomedans Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honble Court — For that Whereas the said Abdul Nabee on the Thirty first day of December in the Year of Christ one Thousand Eight hundred and two at Madras aforesaid was possessed of a certain Peer otherwise called a Shuddah being or reputed to be a Relick of Mussan and Hoossain and being of great Sanctity and Value Among the Mahomedans to wit of the Value of Five Thousand Pagodas Current Money of Madras as of his own proper Goods and Chattels and being so possessed thereof the said Abdul Nabee afterwards to wit on the same day and year aforesaid at Madras aforesaid lost the said Goods and Chattels out of his hands and possession which said Goods and Chattels being so lost afterwards to wit on the same day and year aforesaid at Madras aforesaid came to the hands and Possession of the said Mahomed Sheriff and Nazar ally by finding Yet the said Mahomed Sheriff and Nazar ally knowing the

the said Goods and Chattels to be the proper Goods and Chattels of the said Abdul Nabee and of right to belong and appertain to him the said Abdul Nabee but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Abdul Nabee in this behalf hath not (altho often requested) delivered the said Goods and Chattels to the said Abdul Nabee but on the contrary thereof the said Mahomed Sheriff and Nazor Ally afterwards to wit on the same day and Year aforesaid at Madras aforesaid converted and disposed of the said Goods and Chattels to their own use to the damage of the said Abdul Nabee of Five Thousand Pagodas and therefore &c

Suit &c.

And now in this Said Term in the year of our Lord One thousand eight hundred and seven that is to say on the sixth day of August until which day was given &c as well to the said Abdul Nabee as to the said Mahomed Sheriff to inform the Court of the premises comes the said Abdul Nabee by his Attorney aforesaid and the said Mahomed Sheriff altho solemnly demanded came not but makes default And the said Justices having

Tried Exparte

1807

Judgment Roll

Fourth Term

Section 37

the said Goods and Chattels to be the proper Goods and Chattels of the said Abdul Nabee and of right to belong and appertain to him the said Abdul Nabee yet Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Abdul Nabee in this behalf hath not (altho often requested) delivered the said Goods and Chattels to the said Abdul Nabee but on the Contrary thereof the said Mahomed Sheriff and Nazon Ally afterwards to wit on the same day and Year aforesaid at Madras aforesaid converted and disposed of the said Goods and Chattels to their own use to the damage of the said Abdul Nabee of Five Thousand Pagodas and therefore &c

Tried Exparte

And now in this Said Term in the year of our Lord One thousand eight hundred and seven that is to say on the said day of August until which day was given &c as well to the said Abdul Nabee as to the said Mahomed Sheriff to inform the Court of the premises comes the said Abdul Nabee by his Attorney aforesaid and the said Mahomed Sheriff altho solemnly demanded came not but makes default And the said Justices having

1807

Judgment Roll

Fourth Term

Section 37

Fourth Term 1807

the said Goods and Chattels to be the proper Goods and Chattels of the said Abdul Nabee and of right to belong and appertain to him the said Abdul Nabee and Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Abdul Nabee in this behalf hath not (altho often requested) delivered the said Goods and Chattels to the said Abdul Nabee but on the Contrary thereof the said Mahomed Sheriff and Nazon Ally afterwards to wit on the same day and Year aforesaid at Madras aforesaid converted and disposed of the said Goods and Chattels to their own use to the damage of the said Abdul Nabee of Five Thousand Pagodas and therefore &c he brings Suit &c.

And now in this Third Term in the year of our Lord One thousand eight hundred and seven that is to say on the sixth day of August until which day was given to the said Abdul Nabee as to the said Mahomed Sheriff to inform the Court of his premises comes the said Abdul Nabee by his Attorney aforesaid and the said Mahomed Sheriff also solemnly demanded came not but makes default And the said Justices having

Tried Exparte

1807

Judgment Roll

Fourth Term

Section 37

Fourth Term 1807

heard the Allegations of the Party Plaintiff and examined the Truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the said Mahomed Sheriff is guilty of the premises above laid to his charge in manner and form as the said Abdul Nabee hath above complained against him, and they assess the damages of the said Abdul Nabee on occasion aforesaid over and above his Costs and Charges by him about his suit in this behalf expended to one thousand and two hundred Star Pagodas and for those Costs and Charges to one hundred and thirty four Pagodas. Therefore it is considered that the said Abdul Nabee do recover against the said Mahomed Sheriff his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to One thousand three hundred and thirty four Pagodas and that the said Abdul Nabee have Execution &c.

Execution -

Whereupon the said Abdul Nabee 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 Lands, Debts and other Effects Real and Personal of Mahomed Sheriff within the Jurisdiction of the said Supreme Court, by Seizure, and if it be

necessary

878

Four Rs Term 1807

Recovery by Sale thereof the Sum of one thousand three hundred and Ninety four Pagodas which the said Abdul Rahee recovered against the said Mahomed Sheriff for damages which he hath sustained as well on occasion of the Converting and disposing of a Certain Goods & Chattels of the said Abdul Rahee by the said Mahomed Sheriff, as for Costs and Charges by him about his suit in that behalf Expended - and it is granted unto him returnable here on the 28th day of January Next -

Writs of Fieri Facias issued on the 28th day of Decr 1807 -

Fourth Term 1807

879

Pleas before the Hoble Sir Thomas Strange Knight Chief Justice and the Hoble Sir Henry Gwillim Knight and the Hoble Sir Benjamin Sullivan Knight His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and seven —

Madras (to wit) Cothumbaukum Mooliah Modelliar puts in his place Daniel Neale his attorney against William Abbott and Richard Arthur Maitland in a Plea of Trespass on the Case —

Madras (to wit) The said William Abbott and Richard Arthur Maitland put in their place Gillers Ricketts their Attorney at the Suit of the said Cothumbaukum Mooliah Modelliar in the Plea aforesaid —

Madras (to wit) Be it remembered that as of the third Term in the Year of Christ one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Cothumbaukum Mooliah Modelliar by Daniel Neale his Attorney and brought into the said Court then there his Certain Plaint against William Abbott and Richard Arthur Maitland 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 viz

Madras

Easter Term 1807

994

Plaintiffs Declaration filed 2nd Sept. 1807

Madras (to wit) Cathrumbaukum Mootiah and Woodelliar by Daniel Neale his Attorney complains of William Abbott and Richard Arthur Maitland who are British Subjects and as such Persons subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas at the time Next hereinafter Mentioned the said William and Richard Arthur exercised Commerce as Copartners According to the Custom of the Merchants under the Names and by the Style and firm of Abbott and Maitland at Fort Saint George to wit at Madras And Whereas heretofore to wit on the fourteenth day of April in the Year of Christ One thousand Eight hundred and Seven at Fort Saint George (that is to say) at Madras aforesaid the said William and Richard Arthur made their certain Note in Writing commonly called a Promissory Note their Names Style or firm aforesaid being thereunto Subscribed and bearing date the day and Year aforesaid and then and there delivered the same Note to and to Pedda Sawmy Chetty - Whereby the said William and Richard Arthur at three Months after date promised to pay to the said Pedda Sawmy Chetty or Order the sum of five Hundred Star Pagodas for Value Received with Interest at the rate

rate of Ten per cent per Annum And the said
Pedda Sawmy Chitty to whom or to whose Order
the Payment of the said Sum of Money in the
said Note Specified was by the said Note
appointed to be made after the making of the said
Note and before the Payment of the said Sum
of Money thereinn specified to wit on the day and
Year aforesaid at Madras aforesaid indorsed the
said Note his proper hand being to such
indorsement Subscribed And by that indorsement
Ordered and appointed the Contents of the said Note
to be paid to the said Mootiah and then and there
delivered the said Note so indorsed as aforesaid
to the said Mootiah of which said indorsement
so made on the said Note as aforesaid the said
William and Richard Arthurs afterwards to
wit on the same day and Year aforesaid at
Madras aforesaid had Notice By means Whereof
and by force of the Statute in such Case made
and Provided the said William and Richard
Arthurs became liable to pay to the said
Mootiah the said Sum of Money in the said
Note Specified According to the tenor and effect
of the said Note and of the said indorsement
so made thereon as aforesaid and being so
liable the said William and Richard Arthurs

in

Fourth Leim 1809

in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mootiah to pay him the said Sum of Money in the said Note specified according to the tenor and effect of the said Note and of the said Indorsement so made thereon as aforesaid And Whereas the said William and Richard Arthur afterwards to wit on the first day of September in the Year of Christ One thousand Eight hundred and Seven aforesaid at Madras aforesaid were indebted to the said Mootiah in the Sum of One thousand Star Pagodas of the lawful Current Money of Madras for Money by the said Mootiah before that time Paid out and Expended and paid for the said William and Richard Arthur and at their special instance and request and being so indebted the said William and Richard Arthur in consideration thereof, afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mootiah to pay him the said last mentioned Sum of money when they the said William and Richard Arthur should be thereto afterwards requested. And Whereas also the said William and Richard Arthur afterwards to wit on the same day and

Year

Year last aforesaid at Madras aforesaid were
indebted to the said Mootiah in the further
sum of One thousand Star Pagodas of the like
lawful Current Money of Madras, for Money by the
said William and Richard Arthur before that time
had and received to the use of the said Mootiah
and being so indebted the said William and
Richard Arthur in consideration thereof, afterwards
to wit on the same day and Year last aforesaid
undertook and then and there faithfully promised
the said Mootiah to pay him the said last
mentioned Sum of Money when they the said
William and Richard Arthur should be thereto
afterwards requested And Whereas the said
William and Richard Arthur afterwards to wit
on the same day and Year last aforesaid at Madras
aforesaid accounted with the said Mootiah of
and concerning divers other Sums of Money before
that time due and owing from the said William
and Richard Arthur to the said Mootiah and
then being in Arrear and unpaid and upon
that Accounting the said William and Richard
Arthur were then and there found to be in
Arrear and indebted to the said Mootiah in the
further Sum of One thousand Star Pagodas
of the like lawful Current Money of Madras
and being so found in Arrear and indebted the

said

884

Fourth Term 1807

said William and Richard Arthur 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 Mostard to pay him the said last Mentioned Sum of Money when they the said William and Richard Arthur should be thereto afterwards required. Yet the said William and Richard Arthur not regarding their said Several promises and undertakings or by them in Manner and form aforesaid made but contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Mostard in this behalf have not nor hath either of them yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Mostard (although to do the said William and Richard Arthur were requested by the said Mostard 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 Mostard the said William and Richard Arthur have and each of them hath hitherto wholly refused and still do refuse To the damage of the said Mostard of One thousand Star Pagodas and therefore he brings his Suit &c.

And

And on the Twenty first day of September
in this fourth term in the said Year One Thousand
imparlance Eight hundred and Seven until which day the said
William and Richard Arthur had leave to im-
parle to the said Plaint of the said Mootiah
and then to answer the same &c) as well the said
Mootiah by his said Attorney as the said William
and Richard Arthur by Gilbert Ricketts their Attorney
come before the Court and the said William and
Richard Arthur defend the wrong and injury when &c
and say nothing in bar or preclusion of the said
Action of the said Mootiah whereby the said
Mootiah remains thereon undefended against the
said William and Richard Arthur

Plea of Confession filed 29th Dec.r 1807

And now at this day come the said
Mootiah and the said William and Richard
Arthur by their respective Attornies aforesaid
and the said William and Richard Arthur say
that they cannot deny the said action of the said
Mootiah nor but that they did undertake and promise
in manner and form as the said Mootiah hath
above thereof complained against them nor
but that the said Mootiah hath sustained
damage by occasion of the Non performance by
them the said William and Richard Arthur
of their several promises and undertakings in

B the

886

Fourth Term 1807.

the Plaint mentioned to the Sum of Five hundred and Thirty four Pagodas Thirty two Fanams and Forty Cash over and besides his Costs and Charges by him about his Suit in this behalf expended and thereupon the said Mootiah prays judgment for the damages so as aforesaid confessed and for his said Costs and Charges It is therefore Consid-dered and Adjudged that the said Mootiah Recover against the said William and Richard Arthur his damages aforesaid to the said Sum of Five hundred and Thirty four Pagodas Thirty two Fanams and Forty Cash and that the said William and Richard Arthur pay unto the said Mootiah for his said Costs and Charges the Sum of Ninety one Pagodas and Twenty two Fanams Which damages Costs and Charges do Amount to Six hundred and Twenty six Pagodas Nine Fanams and Forty Cash and the said William and Richard Arthur in Mercy &c

Judgment Signed for the Plaintiff the 29. day of December 1807

Mercy

888

Fourth Term 1807.

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 one Thousand eight hundred and seven —

Fort St. George Madras to wit } Mootoopatcha Vencatachella Moodelly puts in his place James Sutherland his Attorney against The United Company of Merchants of England trading to the East Indies in a Plea of Trespass on the Case —

Fort St. George Madras to wit } The said United Company of Merchants of England trading to the East Indies at the Suit of the said Mootoopatcha Vencatachella Moodelly in the Plea aforesaid —

Fort St. George Madras to wit } Be it remembered that on the 26th. day of June in the vacation after the second Term in the Year one Thousand Eight hundred and seven before the Supreme Court of Judicature at Madras came Mootoopatcha Vencatachella Moodelly by James Sutherland his Attorney and brought into the said Court then here his certain Plaint against The United Company of Merchants of England trading to the East Indies in a Plea of Trespass on the Case, there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words viz.

Plaint in assumpsit
Filed 26th. June 1807

Fort Saint George Madras. Mootoopatcha Venkata-
chella Moodelly by James Sutherland his attorney &c
complains of the United Company of Merchants &c
of England trading to the East Indies being British
Subjects and as such persons liable to the Jurisdiction
of this Worble Court For that Whereas the said &c
United Company heretofore to wit on the First day
of April in the Year One Thousand Eight &c
hundred and Seven at Madras aforesaid were
indebted to the said Mootoopatcha Venkatachella
Moodelly in the Sum of One hundred and Eighty
One Star Pagodas Current Money of Madras for
divers quantities of Salt Goods Wares and &c
Merchandizes by the said Mootoopatcha Venkata-
chella Moodelly before that time Sold and &c
delivered to the said United Company at &c
their Special instance and request and being
so indebted the said United Company in &c
Consideration thereof afterwards to wit on the
same day and Year aforesaid at Madras &c
aforesaid undertook and to the said Mootoopatcha
Venkatachella Moodelly then and there faith-
fully promised to pay him the said Sum of
money when they the said United Company
should be thereto afterwards Requested. And
Whereas afterwards to wit on the same day &

and

said year aforesaid at Madras aforesaid in Consideration
that the said Mootoo Jeatcha Vencatachella Moodelly
at the like Special instance and Request of the said
United Company had before that time sold and
delivered to the said United Company divers other
quantities of Salt Goods Wares and Merchandizes
they the said United Company undertook and to the
said Mootoo Jeatcha Vencatachella Moodelly there
and there faithfully promised to pay him so
much money as the last Mentioned Salt Goods Wares
and Merchandizes at the time of the Sale and
delivery thereof to the said United Company as
aforesaid were Reasonably worth whenever they
the said United Company should be thereto
afterwards Requested. And the said Mootoo Jeatcha
Vencatachella Moodelly avers that the said Salt
Goods Wares and Merchandized last Mentioned
at the time of the sale and delivery thereof to the
said United Company as aforesaid were
Reasonably Worth other one hundred and Eighty
one Star Pagodas Current Money aforesaid to-
wit at Madras aforesaid Whereof the said United
Company afterwards to wit on the same day
and year aforesaid there had Notice. And
Whereas the said United Company afterwards
to wit on the same day and year aforesaid
at Madras aforesaid were indebted to the said

Mootoo Jeatcha

Fourth Term 1807 891

Mootoospatcha Vencatachella Moodelly in other Sums of One hundred and Eighty one Star Pagodas of like Current money for so much Money by the said United Company before that time had and Received to the use of the said Mootoospatcha Vencatachella Moodelly and being so indebted they the said United Company in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Mootoospatcha Vencatachella Moodelly to pay him the said last Mentioned Sum of Money when they the said United Company should be thereto afterwards Requested. And Whereas also the said United Company afterwards to wit on the same day and Year aforesaid at Madras aforesaid Accounted together with the said Mootoospatcha Vencatachella Moodelly of and Concerning divers other Sums of Money, before that time due and owing from the said United Company to the said Mootoospatcha Vencatachella Moodelly and then being in Arrear and unpaid and upon which Account they the said United Company were then and there found in arrear and indebted to the said Mootoospatcha Vencatachella Moodelly in another large Sum of Money, to wit the Sum of other One hundred and Eighty One Star Pagodas of like Current money of Madras and being so found in arrear and indebted they the said United Company in Consideration thereof afterwards

to

Fourth Term 1809

to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully & promised the said Mootoopatcha Vencatachella Moodelly to pay him the said last Mentioned Sum of Money when they the said united Company should be thereto afterwards requested. Yet the said United Company not Regarding their said Several promises and undertakings so by them made as aforesaid but & Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Mootoopatcha Vencatachella Moodelly in this behalf have not paid the said Several Sums of Money or any or either of them or any part thereof to the said Mootoopatcha Vencatachella Moodelly (although often requested so to do) but to pay the same or any part thereof they the said United Company have refused and still do refuse to the damage of the said Mootoopatcha Vencatachella Moodelly of Five hundred Star Pagodas and therefore he brings Suit &c.

And afterwards to wit in the Third Term of the said Year one thousand eight hundred and Seven in the said Supreme Court of Judicature at Madras the which Term the said United Company had leave to imparl to the said Plaint and then to Answer the same before the said Mootoopatcha Vencatachella Moodelly by his said Attorney. as the said United Company by their said Attorney and the said United Company by Robert Brown their Attorney

imparlance

Plea filed

Fourth Term 1807

893

that they did not undertake or promise in Manner and form
as the said Mootoopatcha Venecatachella Moodelly hath above
thereof Complained against them and this they pray may be
inquired of by the Court. —

And afterwards to wit in the same Third Term
of the same Year came the Parties aforesaid by their Attornies
aforesaid And thereupon the said Mootoopatcha Venecatachella
Chitty as to the said Plea of the said United Company —
of Merchants of England trading to the East Indies by
them above pleaded and whereof they have put themselves
upon the Court doth so likewise. —

Reply filed 23d July 1807

And now in this third Term in the year of
our Lord One thousand eight hundred and seven that
is to say on the third day of August in that year until
which day was given as well to the said Mootoopatcha Venecatachella
Moodelly as to the said United Company 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 United Company did undertake and promise
in manner and form as the said Mootoopatcha or
Venecatachella Moodelly hath above thereof complained
against him. And they assess the damages of the
said Mootoopatcha Venecatachella Moodelly on occasion
of the not performing the promises and undertakings
above mentioned over and above his Costs and
Charges

Judgment for the Plaintiff, on a Verdict in a Sum fixed with a stay of Execution by injunction, granted a Fortnight day of Trial

Charges by him about his suit in this behalf & expended to one hundred and Eighty one Pagodas and for those Costs and Charges to one hundred and thirty two Pagodas.

Therefore it is considered that the said Mootoo Patcha Vencatachella Moodelly do recover & against the said United Company his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole & amount to Three hundred and thirteen Pagodas & And the said United Company in Mercy &c.

Judgment signed for the Plaintiff the 30. day of Decr 1807 -

Fourth Term 1809

895

No. 101.

Fourth Term 1809

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and seven —

Madras to wit John Doe on the demise of the Nabob Sultan ul Nissa Begum puts in his place Daniel Neale his attorney against Sooharay Pillay and Ingarah Sooharay in a Plea of Trespass and Ejectment —

Madras to wit — The said Sooharay Pillay puts in his Place Robert Orme his Attorney, and the said Ingarah Sooharay puts in his place William Leigh his Attorney at the Suit of the said John Doe in the Plea aforesaid —

Madras to wit — Be it remembered that in the second Term in the Year of our Lord one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came John Doe by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Sooharay Pillay and Ingarah Sooharay in a Plea of Trespass and Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Fourth Term 1807

807

Amended Plaint in Chetham filed 1 April 1807

Madras to Wit. John Doe by Daniel Neale his Attorney Complains of Soobaroy Pillay and Ingavah Soobroy being respectively Hindoo Inhabitants of Madras and as such Persons liable to the jurisdiction of this Honorable Court For that Whereas The Nabob Sultan ul Nissa Begume heretofore to wit on the Second day of January in the Year of our Lord One thousand Eight hundred and Six had demised granted and to farm let to the said John Doe two Messuages, Five hundred Bandiques fifty Acres of Garden Ground, forty Acres of Arable Land, twenty Acres of Waste Land, twenty Acres of other Land, Twenty Godowns. Two hundred Cocoa nut trees and Two hundred Mangoes Trees with the Appurtenances thereunto belonging Known by the Name of Mahomed Mahefooz Khans Garden and Situate in Mahomed Mahefooz Khans Street in the Blacktown of Madras To have and to hold the same with the Appurtenances to the said John Doe and his Assigns from the first day of January in the said Year One Thousand Eight hundred and Six for and during and unto the full End and Term of Five Years from thence next ensuing and fully to be Complete and ended by virtue of which said Demise the said John Doe entered into the Premises with the Appurtenances and was possessed thereof until the said Soobaroy Pillay and Ingavah Soobroy afterwards to wit on the third day of January in the said Year One

thousand

thousand Eight hundred and Six with force and Arms &c.
entered into the premises aforesaid with the Appurtenances
which the said Nabob Sultan Ul Nissa Begum demised
to the said John in Manner aforesaid for the Term
aforesaid which is not yet expired and of which he the said
John was then possessed and Ejected the said John out
of his said Farm And him the said John so ejected
have kept out and still do keep from his possession
thereof and other Injuries to him then and there did
against the Peace of Our Lord the King and to the
damage of the said John of One hundred Star Pagodas
And therefore he brings Suit &c.—

And afterwards, that is to say, in the same
Second Term of the said Year One thousand Eight
hundred and Seven. The said Soobaroy Pillay by Robert
Orme his Attorney comes and Defends the force and
injury when &c. and says that 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 puts
himself upon the Court &c.—

Plea of Soobaroy Pillay filed 2d April 1807

And the said Ingavah Soobaroy by William
Light his Attorney comes and Defends the Wrong &
and injury when &c. and says that 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 puts
himself upon the Court &c.—

Plea of Ingavah Soobaroya filed 3d April 1807

And

Term Easter 1807

And afterwards that is to say in the same
Second Term of the said Year One thousand Eight
Replication of John Doe to the Plea of the said Soobaroy Pilley filed 4th April 1807 - hundred and Seven came the Parties aforesaid by their
respective Attornies aforesaid and thereupon the said
Joined as to the said Plea of the said Soobaroy Pilley by him
above pleaded - and whereof he hath put himself upon
the Court doth the like. -

And the said Joined as to the said Plea of the
Replication of John Doe to the Plea of the said Ingaud Soobaroy filed 4th April 1807 - said Ingaud Soobaroy by him above pleaded and whereof
he hath put himself upon the Court - doth the like -

And afterwards in the Third Term in the
Year aforesaid, that is to say, on the Seventh day of August
in the same Term of the same Year One thousand
Eight hundred and Seven comes as well the said John
Doe as the said Soobaroy Pilley and Ingauld Soobaroy
by their respective Attornies before named, And the said
Court having heard the allegations of the respective Parties
and duly considered the truth thereof say that the said
Soobaroy Pilley and Ingauld Soobaroy are not guilty of the
Trespass and Ejectment above laid to their charge in
manner and form as the said John Doe hath above
complained against them Therefore it is considered by the
Judgment Signed for the Defendant Soobaroy Pilley the 4th day of January 1808 - Court that the said Soobaroy Pilley recover against the said
John Doe Two hundred and Fifteen Pagodas and two
fanams for his Costs and Charges by him about his
defence in this behalf sustained adjudged by the Court here
And that the said Soobaroy Pilley have his Execution
thereof &c. -

900

Town Records 1809

1807

Judgment Roll

South Term

Section No. 38

Town Records 1804

901

Madras

Fourth Term 1807

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 seven -

Madras to wit - The Nabob Malekon Nissa Begum puts in her place Daniel Neale her attorney against Arnee Vencatasawmy Naick in a Plea of Trover -

Madras to wit - The said Arnee Vencatasawmy Naick puts in his place Robert Orme his attorney at the Suit of the said Nabob Malekon Nissa Begum in the Plea aforesaid -

Madras to wit - Be it remembered that on the 5th day of June in the Term in the Year of our Lord one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came the Nabob Malekon Nissa Begum by Daniel Neale her attorney and brought into the said Court then there remain[illegible] against the said Arnee Vencatasawmy Naick in a Plea of Trover and Whereas are pledges for the prosecution, to wit, John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Fourth Term 1807

403

Plaintiffs Power filed June 1st 1807.

Madras to wit. The Nabob Maleknon Nissa Begum by Daniel Neale her Attorney Complains of Arnee Venkatasawmy Naick who is an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court of Pleas For that Whereas the said Nabob Maleknon Nissa Begum heretofore to wit on the first day of January in the Year of Our Lord One thousand eight hundred and five at Madras was lawfully Possessed of and in certain Grant or Certificate of and from the Government of Fort Saint George Number Two thousand and Sixty two and dated the twenty third day of October in the Year of Our Lord One thousand eight hundred and four to and in favor of one Vathuttoor Moothoohistna Pillay of a House Ground and Premises Situate in Mootalpettah in Comaraja Moodelly Street in the Black Town of Madras of a large value to wit of the value of Two thousand Star Pagodas of the lawful Money of Madras as of her own proper Goods and Chattels and being so thereof possessed the the said Nabob Maleknon Nissa Begum afterwards to wit on the same day and year aforesaid at Madras aforesaid casually lost the same Grant or Certificate out of her hands and Possession which said Grant or Certificate afterwards to wit on the same day and year aforesaid at Madras aforesaid came to the hands and Possession of the said Arnee Venkatasawmy Naick by finding Yet the said Arnee Venkatasawmy Naick well knowing the said Grant or Certificate Number Two thousand and Sixty two to be the proper Grant or Certificate of the said Nabob Maleknon Nissa Begum and of right to belong and appertain

to

972

Fourth Term 1807

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 seven -

Madras to wit - The Nabob Malekon Nissa Begum puts in her place Daniel Neale her Attorney against Arnee Vencatasawmy Naick in a Plea of Trover -

Madras to wit - The said Arnee Vencatasawmy Naick puts in his place Robert Orme his Attorney at the Suit of the said Nabob Malekon Nissa Begum in the Plea aforesaid -

Madras to wit - Be it remembered that on the 1st day of June in the Term in the Year of our Lord one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came the Nabob Malekon Nissa Begum by Daniel Neale her Attorney and into the said Court for the said Nabob Malekon Nissa Begum by the said Attorney did declare against the said Arnee Vencatasawmy Naick by his said Attorney And the said Arnee Vencatasawmy Naick by Robert Orme his Attorney came and defends the wrong and injury when &c and says that he is not guilty of the Premises in manner and form as the said Nabob Malekon Nissa Begum hath above thereof complained against him and of this he puts himself upon the Country &c -

Plea filed 24th July 1807

Four Term 1807

913

by occasion of the Non-performance of Certain Promises and Undertakings
made by the said Vandewenty Paufammal as aforesaid, as for Costs and
Charges by him about his Suit in that behalf Expended — and
if is granted unto them returnable here on the Fourth day of the
January instant —

Writs of Fie Fac
issued on the 11th
January 1807