1080

1810

Judgment Roll

First Term

Section 2

201

he brings his Suit &c.

Judgment by Confession

And now in this First Term of the Year One thousand Eight hundred and Ten that is to say on the Second day of February until which day the said Bidesparty Verhiah Branning had Leave to imparl to the said Plaint and then to answer the same &c. come as well the said Poloosso Setaweramiah Branning as the said Bidesparty Verhiah Branning by their respective Attornies aforesaid and the said Bidesparty Verhiah Branning defends the wrong and injury when &c. and says that he cannot deny the said action of the said Poloosso Setaweramiah Branning nor but that he the said Bidesparty Verhiah Branning did undertake and promise in manner and form as the said Poloosso Setaweramiah Branning hath above thereof complained against him nor but that the said Poloosso Setaweramiah Branning hath sustained damages on occasion &c. of the first performing of the several Promises in the said Plaint mentioned to the sum of Five Thousand two Hundred and Seventy Seven Pagodas twenty two Fanams and forty Cash (parcel of the damages by the

W. H

the said Plaint supposed over and above his Costs and Charges by him about his Suit in this behalf so expended and thereupon the said Polydore Sheteuruemick Branning prays Judgement for the damages as aforesaid confessed and for his said Costs and Charges Therefore it is considered that the said Polydore Sheteuruemick Branning do recover against the said Bidefardy Verkiel Branning his damages aforesaid to the said Sum of Three Thousand two Hundred and Seventy seven Pagodas twenty two Fanams and forty Cash and also Seventy one Pagodas and two Fanams for his said Costs and Charges by the Court now here adjudged to the said Polydore Sheteuruemick Branning and with his assent which said damages Costs and Charges in the whole amount to Three Thousand Three Hundred and forty Eight Pagodas twenty four Fanams and forty Cash and

Judgment signed for the Plaintiff

P. Mercara 180 1/2

Mirzy

- said Bidefardy Verkiel Branning in mercy &c

Trivat Terra 1810

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N: 4

the said Plaint supposed over and above his Costs and
Charges by him about his Suit in this behalf
expended and hereupon the said Palaroo
Seetanaramiah Branjeny prays Judgment for the
damages do as aforesaid confessed and for his said
Judgment signed Costs and Charges Therefore it is considered that the
for the Plaintiff said Palaroo Seetanaramiah Branjeny do recover
4th March 1810 against the said Bidepandy Venkiah Branjeny his
damages aforesaid to the said Sum of Three Thousand
two Hundred and Seventy Seven Pagodas twenty two
Fanams and forty Cash and also Seventy one Pagodas or
and two Fanams for his said Costs and Charges by the
Court now here adjudged to the said Palaroo Seeta-
=ramiah Branjeny and with his Assent which said
damages Costs and Charges in the whole amount to
Three Thousand Three Hundred and forty Eight Pa-
Pagodas twenty four Fanams and Cash and the
said Bidepandy Venkiah Branjeny did among

First Term 1810

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N: 4

First Term 1810

Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the first Term in the Year one thousand eight hundred and Ten.—

Madras to Wit Myla appearavanny Wadelian Annesley Browne his Attorney against Sannengranden Chitty the Son and heir and Representatives of Munnapah Chitty deceased in a Plea of Trespass on the Case.—

Madras to Wit. The said Sannengranden Chitty the Son and heir and representative of Munnapah Chitty deceased as aforesaid) puts in his place Fennes Dewey his Attorney at the Suit of the said Myla appearavanny Wadelian in the Plea aforesaid.—

Madras to Wit. Be it Remembered that in the Vacation after the First Term in the Year of our Lord one Thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Myla appearavanny Wadelian by Thomas Annesley Browne his Attorney and brought into the said Court then there his certain Plaint against Sannengranden Chitty the Personal representative 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 follows in these words that is to say

Madras

No 5

Madras to Wit Myla Appanvsanvny Mudeliar by Thomas Annesley Brown his Attorney comPlaint in Assumpsit
filed 16th March 1808 – plains of Sannyvenadom Chitty the Son and heir and
personal Representative of Munnapspah Chitty deceased
according to the laws and customs of the Hindoo Nations
of India and as such personal Representative hath so
possessed himself of the Estate and Effects which
were of the said Munnapspah Chitty at the time of
his death being an Hindoo Inhabitant of Madras
and as such a person liable to the Jurisdiction of
this Honorable Court For that Whereas the said
Munnapspah Chitty in his life time to wit on
the First day of November in the Year one of
Thousand Eight Hundred at Madras aforesaid
was indebted to the said Myla Appanvsanvny of
Mudeliar in the sum of Two Thousand Pagodas
Current Money of Madras for so much Money by
the said Munnapspah Chitty before that time had
and received to the use of the said Myla
Appanvsanvny Mudeliar and being so indebted the
the said Munnapspah Chitty 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 Myla Appanvsanvny
Mudeliar

W. B.

Mordelion Thorn and Thorn faithfully promised to pay him
the said Sum of Money when he the said Memorandum
Chilly should be thereto afterwards requested And
Whereas the said Memorandum Chilly afterwards in
his life time to wit on the same day and Year aforesaid
at Madras aforesaid was indebted to the said Myla
Appavoosawmy Mordelion in other Sum Sum and
Sum of Current Money aforesaid for money by the
said Myla Appavoosawmy Mordelion before that
time last and advanced to the said Memorandum
Chilly at his Special instance and request and being
so indebted the said Memorandum Chilly in consider-
tion thereof afterwards in his life time to wit on
the same day and Year aforesaid at Madras a-
foresaid undertook and to the said Myla Appa-
voosawmy Mordelion then and there faithfully do
promised to pay him the said last mentioned
Sum of Money when he the said Memorandum
Chilly should be thereunto afterwards requested
And Whereas the said Memorandum Chilly af-
terwards in his life time to wit on the same
day and Year aforesaid at Madras aforesaid ac-
counted with the said Myla Appavoosawmy
Mordelion of and concerning divers other sums of
Money before time due and owing from the said
Memorandum

Chitty to the said Styla Appanawanny Modeliar and
there being in arrear and unpaid to him and upon which
account the said Munneapah Chitty was then and there
found in arrear and indebted to the said Styla Ap-
panadanawny Modeliar in another large Sum of
Money to wit the Sum of other Two Thousand Pagodas Current
Money of Madras aforesaid and being so found in ar-
rear and indebted the said Munnuttah Chitty in
consideration thereof afterwards in his life time to wit
on the same day and Year aforesaid at Madras afore-
said undertook and to the said Styla Appanadanawny
Modeliar then and there faithfully promised to pay
him the said last mentioned Sum of Money when
he the said Munnuttah Chitty should be thereto
afterwards requested. Yet the said Munnuppa Chitty
in his life time and the said Sannyasadan Chitty
as such personal representative 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 Styla Appana-
-danawny Modeliar in this behalf hath not yet paid
the said several Sums of Money or any part thereof
to the said Styla Appanadanawny Modeliar (although
so he the said Munnuttah Chitty in his life time

And

W. D.

and the said Sovereignedon Chitty as such personal Representative as aforesaid since his decease more often requested by the said Myla Offsanmony Modellian but he the said Sovereignedon Chitty in his life time and the said Sovereignedon Chitty as such personal Representative as aforesaid since his decease hitherto wholly refused and the said Sovereignedon Chitty as such personal Representative as aforesaid do still refuse to pay the same to the damage of the said Myla Offsanmony Modellian of Five Hundred Pagodas and therefore he brings suit

Judgment by Confession

And the said Sovereignedon Chitty by Francis Rigney his Attorney comes and defends the wrong and injury when &c and says that he cannot deny the said action of the said Myla Offsanmony Modellian that the said Myla Offsanmony Modellian hath above in that behalf alledged nor but that the said Myla Offsanmony Modellian hath sustained damages on occasion of the not performing the said several promises and undertakings in the said declaration mentioned to Eight hundred and fifty

Pds.

Six Pagodas and Nine fanams. And thereupon the
said Ayla Appanoosanooy Modelliar 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.

Judgment signed Therefore it is considered that the said Ayla
for the Plaintiff Appanoosanooy Modelliar do recover against the
14th March 810. said Sawmynadan Chitty as personal Representa-
tive &c.
of &c.
tive as aforesaid his damages aforesaid to Eight
hundred and Sixty Six Pagodas and Nine fanams
in form aforesaid acknowledged and also Eighty
one Pagodas and Thirty Six fanams for his
Costs and Charges by the Court now here adjudged
to the said Ayla Appanoosanooy Modelliar and
with his assent which said damages Costs and
Charges in the Whole amount to Nine hundred
and Forty Eight Pagodas to be levied of the Goods
and Chattels which were of the said Sawmynadh
Chitty at the time of his death in the hands
of the said Sawmynadan Chitty 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 Eighty one
Pagodas

W. B.

Pagodas and thirty six 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 Sawmynaden
Chitty And the said Sawmynaden Chitty
in mercy &c.

And thereupon the said Myla Appavoe
Sawmy Mandelliar by Gilbert Ricketts his Attorney prays
the Writ of our Lord the King of these Lands to be directed
to the Sheriff of Madras to cause him to levy and make of
the Goods, Lands, Debts and other Effects Real and
Personal of the said Sawmynaden Chitty at the time
of his death in the hands of the said Sawmynaden Chitty
as the Personal Representative of the said Sawmynaden
Chitty deceased to be Administered within the Jurisdiction
of this Court, by Seizure, and if it be necessary by Sale thereof
the Sum of Nine hundred and forty eight Pagodas
which the said Myla Appavoe Sawmy Mandelliar
recovered against the said Sawmynaden Chitty as the
Personal Representative as aforesaid for his damages
which he had sustained as well on Occasion of the
not performing certain promises and undertakings
made by the said Sawmynaden Chitty in his life
time to the said Myla Appavoe Sawmy Mandelliar

W.S.

as for his Costs and Charges by him about his Suit
in that behalf expended, if the said Sammynadan
Chitty 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
Eighty one Pagodas and thirty six 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 Sammynadan Chitty &c
granted unto him returnable here on the
fourteenth day of April next.—

Writ of Fi Fa issued against the goods of the defendant on the 14th March 1810

First Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of his Majestys Supreme Court of Judicature at Madras of the First Term in the Year one thousand eight hundred and Ten. —

Fort St George Madras ss } Mildy Nenemyapa Mandalier of Pitchetty his Attorney against Kelavenkankaven Sobany Modelly Iyah Sawany Modelly, Veenaperumal Modelly, Ramasawmy Modelly and Chenglany Modelly the Sons and personal Representatives of Kelavenkankaven Nenemyah Modelly deceased in a Plea of Trespass on the Case. —

Fort St George Madras ss } The said Kelavenkankaven Sobany Modelly and Iyah Sawany Modelly put in their place William Light their Attorney and Veenaperumal Modelly, Ramasawmy Modelly and Chenglany Modelly in their own proper persons at the Suit of the said Mildy Nenemyah Mandalier in the Plea aforesaid.

Fort St George Madras ss } Be it Remembered that on the First Term in the Year one thousand eight hundred and Eight before the Supreme Court of Judicature at Madras came Mildy Nenemyah Mandalier by Gilbert Pitchetty his Attorney and brought into the said Court there their certain Plaint against Kelavenkankaven Sobany Modelly, Iyah Sawany Modelly, Veenaperumal Modelly, Ramasawmy Modelly and Chenglany Modelly the Sons and personal representatives of Kelavenkankaven Nenemyah Mandalier deceased as aforesaid in a Plea of Trespass on the Case and 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 Attorney
filed 10th March
1808-

Fort St. George Madras ss Mitty Nireappeah Mo-
-daliar by Gilbert Ricketts his Attorney complains of
Kelaumbaukum Mohanny Modelly Iyah Saumy
Modelly Veerasperumal Modelly, Ramadauny
modelly and Chungleny Modelly the Sons and Personal
Representatives of Kelaumbaukum Nireappa
modelly deceased according to the Laws and Customs
of the Heathen natives of India and having as such
personal Representatives administered and taken
possession of the Estate and property which were
of the said Kelaumbaukum Nireappa Modelly
at the time of his death and being respectively Hindoo
Inhabitants of Madras and as such subject to the
Jurisdiction of this Honble Court of a Plea of Trespass
on the Case. For that Whereas the said Kelaumba-
-kum Nireappa Modelly in his life time to wit
on the Tenth day of August in the year of Christ
One Thousand Eight hundred and four at Madras
according to the Laws and Customs of the Hindoo
Natives of India made his certain Note in writing
in the Malabar Language his own proper hand
being thereto subscribed bearing date the day and
year aforesaid and then and there delivered the
said Note to the said Mitty Nireappa Modaliar
whereby the said Kelaumbaukum Nireappa

J Maodelly

N.B.

Modelly by the Name and description of Tolly Nainappa
moodaliar of Madras Acknowledged that in consequence
of his urgent occasion he had on the day of the making
of the said Note borrowed and received of the said
Tolly Nainappa Moodaliar the Sum of One
Hundred and Eighty Star Pagodas Current
money of Madras and thereby empowered the said
Tolly Nainappa Moodaliar to collect in the Rent of the
Terrace House bearing Number Twenty five situate in
Stringer Street until the said Sum of One hundred
and Eighty Pagodas and its Interest at the rate of Twelve
per Cent per Annum should be discharged and to
give credit after the Sum of Twenty five Pagodas was
collected in By means whereof and by force of the laws
and Customs of such Hindoo Natives the said Thelawa
Seachaun Nainappa modelly in his life time became
liable to pay the said Sum of One hundred and
Eighty Star Pagodas in the said Note mentioned
according to tenor and effect of the said Note and
being so liable the said Thelawa Seachaun Nainappa
Modelly 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 Tolly Nainappa Modelly

to

to pay heirs the said Sum of One hundred and Eighty Star Pagodas in the said Note mentioned, according to the tenor and effect of the said Note. And the said Maly Nainappa Modaliar in fact saith that he did not at any time collect or receive the Rent of the Terrace House in the said Note mentioned, or any part thereof, but that the whole of the said Sum of One Hundred and Eighty Star Pagodas in the said Note mentioned, with Interest thereon is now due owing and unpaid to the said Maly Nainappa Modaliar And Whereas also the said Kolaumbandiram Ninappa Modelly in his life time aforesaid at Madras aforesaid was indebted to the said Maly Nainappa Modaliar in the Sum of Five hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Maly Nainappa Modaliar before that time lent and advanced to the said Kolaumbandiram Ninappa Modelly and at his Special instance and request and being so indebted to the said Kolaumbandiram Ninappa Modelly [illegible] in his life time in consideration thereof afterwards to wit on the same day

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day and Year last aforesaid at Medway aforesaid undertook
and then and there faithfully promised the said Mily
Nineteen Medalion to pay him the said last
mentioned Sum of Money when he the said
Relawambaheen Nineteen Medaliy should be there
unto afterwards requested And Whereas also the said
Relawambaheen Nineteen Medalion on his
time afterwards to wit on the same day and year
last aforesaid at Medway aforesaid was indebted to
the said Mily Nineteen Medalion in the further
Sum of Five Hundred Dollars Lawful Money of the United States
Money for so much Money by the said Mily
Nineteen Medalion before that time laid out &
expended and paid for the said Relawambaheen
Nineteen Medalion and at his special instance &
and request And being so indebted he the said
Relawambaheen Nineteen Medalion in consideration
thereof afterwards to wit on the same day and year
last aforesaid at Medway aforesaid undertook and then
and there faithfully promised the said Mily
Nineteen Medalion to pay him the said last
mentioned Sum of Money when he the said
Relawambaheen Nineteen Medaliy should be
thereunto afterwards requested And Whereas also the

said Kelaumbaukum Nainappa Modelly in his
life time afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid Accounted
with the said Mily Nainappa Modaliar of and
Concerning divers other Sums of Money before
that time due and owing from the said Kelaum-
baukum Nainappa Modelly to the said Kelaum-
baukum Nainappa Modaliar and then being in arrear
and unpaid and upon that Accounting the said
Kelaumbaukum Nainappa Modelly was then
and there found to be in arrear and indebted to
the said Mily Nainappa Modaliar in the
Sum of Five hundred Star Pagodas of the
Current Money and being so found in Arrear
and indebted he the said Kelaumbaukum
Nainappa Modelly in consideration thereof afterwards
to wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there
faithfully promised the said Mily Nainappa
Modaliar to pay unto the said last mentioned
Sum of Money when he the said Kelaumbau-
kum Nainappa Modelly should be thereunto
afterwards requested Yet the said Kelaumbaukum
Nainappa

Nincoppa Moodelly in his life time and the said Kelawambaduwa Lebbaway Moodelly Iyah Sawmy Moodelly Veerasperumaul Moodelly Ramasawmy Moodelly and Changleway Moodelly Personal Representatives as aforesaid since his decease not regarding the said several promises and undertakings of the said Kelawambaduwa Nincoppa Moodelly do by him made in manner and form aforesaid but contriving and fraudulently intending Craftily and subtilly to deceive and defraud the said Mily Nincoppa Moodelly in this behalf have not nor hath any or either of them yet paid the said several Sums of Money or any of them or any part thereof / although do to do the said Kelawambaduwa Nincoppa Moodelly in his life time and the said Kelawambaduwa Lebbaway Moodelly Iyah Sawmy Moodelly Veerasperumaul Moodelly and Changleway Moodelly Personal Representatives as aforesaid since his death to pay the same or any of them or any part thereof to the said Mily Nincoppa

Nineapple Modaliar have, and each of them doth further
wholly refused and the said Kalmumbankum Ladaroya
Modelly Iyah Sawmy Modelly Vempooruvul Modelly
Ramasawmy Modelly and Changlevy Modelly persons
Representatives as aforesaid do refuse to Ma=
Damage of the said Mily Nonapapa Modelliar
of Six hundred Star Pagodas and thereupon
brings Suit &c.

And the said Kalmumbankum Ladaroya
Modelly and Iyah Sawmy Modelly by William Leight
their Attorney and Vempooruvul Modelly Ramasawmy
Modelly and Changlevy Modelly in their own proper
persons come and defend the wrong and injury when
&c. and pray leave to imparl to the said declaration
until the Fourth day of September in this present Term
of the Year One thousand Eight hundred and Nine
and it is granted to them &c. the same day is given
to the said Mily Nynapapah Modelliar. At which
day came as well the said Mily Nynapah
Modelliar by his Attorney aforesaid as the said
Kalmumbankum Ladaroya Modelly by his Attorney
aforesaid and the said Vempooruvul Modelly
Ramasawmy Modelly and Changlevy Modelly in
their own proper persons and the said Iyah
Sawmy Modelly comes &c. and hereupon the said

Mily

First Term 1810

Skily Nyneappah Moodelliar gives the Court here to
understand and be informed that after the last Continuance
of the Plea aforesaid, and before this day to wit on the
Twenty Eighth day of February in the said Year One
Thousand Eight hundred and Nine at Madras afore-
said the said Iyah Sawmy Moodelly died and the
said Kelaumbauchetty Soobaroya Moodelly, Vempar-
mal Moodelly Ramasawmy Moodelly and Changleny
Moodelly survived him which allegation the said
Kelaumbauchetty Soobaroya Moodelly, Vempanmal
Moodelly, Ramasawmy Moodelly and Changleny
Moodelly do not deny but admit the same to be
true Therefore let all further proceedings in this Cause
against the said Iyah Sawmy Moodelly be Stayed -

Suggestion of the Death of the Defendant Iyah Sawmy Moodelly filed 25th Sept 1809

And now in this fourth Term in the said year
One Thousand Eight hundred and Nine that is to say
on the Twenty eighth day of September in that year
certain rule made day was given as well to the said
Skily Nyneappa Moodaliar as to the said Kelaum-
bauchetty Soobaroy Moodelly Vempanmal Moodelly
Ramasawmy Moodelly and Changleny Moodelly to
inform the Court of the premises comes the said
Skily Nyneappa Moodaliar by his Attorney afore-
and the said Kelaumbauchetty Soobaroy Moodelly
Vempanmal Moodelly Ramasawmy Moodelly

Judgment for the Plaintiff on a Verdict -

and

and Changlevy Modelly although solemnly demanded
come not but make default and the said Justices
having heard the allegations of the said
Plaintiff and examined the truth thereof and
duly considered the evidence produced on the
part of the said Plaintiff say that the said
Belaumbaushoon Nimeapsa Modelly in his
life time did undertake and promise
in manner and form as the said Mily
Nimeapsa Modelin hath above thereof
complained and they assess the damages of
the said Mily Nimeapsa Modelin on occasion of the
non performance of the several promises and
undertakings aforesaid over and above his costs
and charges by him about his suit in this
behalf expended to Two Hundred and Ninety
Nine Pagodas and Thirty Nine Fanams and Fo
Three Costs and Charges to Two Hundred and
Twenty Six Pagodas and Thirty four Fanams
Judgment signed by the Plaintiff on the 16th March 1810 Therefore it is considered that the said Mily
Nimeapsa Modelin do recover against the said
Belaumbaushoon Lobany Modelly Veenpar-
-mal Modelly Ramaswamy Modelly and
Changlevy Modelly as personal Representatives

as

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as aforesaid his said damages Costs and Charges in form aforesaid
assessed which said damages Costs and Charges in the
whole amount to Five Hundred and Seventy six
Pagodas and Eighteen fanams to be Levied of the Goods and
Chattels which were of the said Kelaumbaukum
Nineappa Modelly at the time of his death in the hands
of the said Kelaumbaukum Sobarey Modelly Veerapare
-mael Modelly Ramasawmy Modelly and Changlevy
Modelly as Personal Representatives as aforesaid to be
administered if they have so much thereof in their
hands to be administered and if they have not so much
thereof in their hands to be Administered then the said
sum of Two Hundred and Seventy Six Pagodas and
Thirty Four fanams being for the Costs and Charges
aforesaid to be levied of the Proper Goods and Chattels
of the said Kelaumbaukum Sobarey Modelly
Veemperumaul Modelly Ramasawmy Modelly and
Changlevy Modelly and the said Kelaumbaukum
Sobarey Modelly Veemperumaul Modelly Ramasawmy
Modelly and Changlevy Modelly in Mercy &c

Mercy

And thereupon the said Mily Ninnappa
Modelliar by his said Attorney prays the Writ of our Lord the
King of Fiere Facias to be directed to the Sheriff of Madras to
cause him to levy and make of the Houses, Lands Rents
and other Effects Real and Personal of the said Kelaum-
-baukum Ninnappa Modelly at the time of his death in
the hands of the said Kelaumbaukum Sobarey Modelly

Veeraperrumal Modelly Ramadawny Modelly and L.
Chenglevy Modelly Sons and personal Representatives of the
said Thelumbachenny Vinayagapah Modelly deceased to be
Administered within the Jurisdiction of this Court by due
Seizure and if it be Necessary by Sale thereof the Sum of Five
hundred and Twenty Six Pagodas & 8 fanams which the said Mily
Vinayagapah Modelliar recovered against the said Thelumba
chenny Leelavy Modelly Veeraperrumal Modelly Ramadawa
-ny Modelly and Chenglevy Modelly as the Sons and personal
Representatives as aforesaid for his damages sustained as well on Occasion of the non performance of the
several promises and undertakings made by the said
Thelumbachenny Vinayagapah Modelly in his life time to the
said Mily Vinayagapah Modelliar as for his Costs and Charges by
him about his Suit in that behalf expended if the said
Thelumbachenny Leelavy Modelly Veeraperrumal Modelly Ramadawa
-ny Modelly and Chenglevy Modelly have not so much thereof in their hands
to be Administered and if they have not so much thereof in their hands
to be Administered then the Sum of Two hundred and twenty six
Pagodas and thirty four fanams Parcel of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the
proper Goods and Chattels of the said Thelumbachenny Leelavy
Veeraperrumal Modelly Ramadawny Modelly and
Chenglevy Modelly and It is granted unto them Returnable
here on the Sixteenth day of April Next.—

Issued on the 16th day of March 1810

P. C.

First Term 1810

18

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand Eight hundred & ten. –

Fort Saint George } Mark Ravorth puts in his place William
Madras to wit } Light his attorney against George Arbuthnot in a Plea of Trover –

Fort Saint George } The said George Arbuthnot puts in his place &
Madras to wit } Robert Orme his Attorney at the Suit of the said &
Mark Ravorth in the Plea aforesaid. –

Fort Saint George } Be it Remembered that in the First Term in
Madras to wit } the Year of our Lord One thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Mark Ravorth by William Light his Attorney and brought into the said Court then there his certain Plaint against George Arbuthnot in a Plea of Trover and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort Saint George

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First Term 1818.

Judgment

Rodt

Plead before the Honble Sir Thomas
Sir Thomas Strange Knight Chief
Justice
Sir Benjamin
Madras
the Year one Thousand eight
hundred and Ten

Mostyn Mostyn Madelian party in his proper person
his Attorney against William Abbott and Richard
Maitland in a Plea of Debt.

And the said William Abbott and Richard
party in their proper person
said of the said Mostyn

Be it Remembered that in the Third Term in the
Year of our Lord one Thousand eight hundred and Nine
before the Supreme Court of Judicature at Madras came
Mostyn Madelian by Robert Orme his
Attorney and brought into the said Court their Bill
William Plaint against William Abbott and Richard Maitland
Plaint and there are Pledges for the Prosecution
to wit John Doe and Richard Roe which
Plaint follows in these words that is to say

First Term 1810

B

Madras ss Mootiah Moodeliar by Robert
Orme his Attorney complains of William Abbott and
Richard Arthur Maitland being British Subjects and
and as such subject to the Jurisdiction of this Honorable
Court of a Plea that they render to him the said Mootiah
Moodeliar One thousand and Eight hundred Star
Pagodas of the Current Money of Madras which they
owe to and unjustly detain from him For that
Whereas the said William and Richard Arthur on
the Sixth day of July in the year One and Eight
hundred and Eight to wit at Madras in certain
Writing Obligatory sealed with the of the said
William and Richard Arthur and Court
here now shewn the date whereof the day
and year aforesaid acknowledged them to be
bound unto the said Mootiah Mo in the
penal Sum of One Thousand and hundred
Star pagodas to be paid to the said
Moodeliar when they the said Wm
and Richard Arthur should be
requested Yet the said William and
Arthur / altho often requested &c.

Plaint in
Debt filed
25th. August
1809.

hath either of them paid the said Sum of One Thousand and Eight hundred Star Pagodas / above demanded / or any part thereof to the said Mootiah Modeliar But to pay the same or any part thereof to the said Mootiah Modeliar they the said William and Richard Arthur have and each of them hath hitherto wilfully refused and still do and each of them still doth refuse To the said Mootiah Modeliar his damage of Fifty Pagodas and thereupon he brings Suit &c.

Judgment by Confession

And afterwards in this Term to wit the Term aforesaid in the Year One Thousand eight hundred and Nine the said William and Richard Arthur in their own proper persons come and say that they cannot deny the said Action of the said Mootiah Modeliar nor, but that the said Bond or writing Obligatory in the said Plaintiff mentioned is the Deed of them the said William and Richard Arthur, nor, but that they the said William and Richard Arthur owe to and detain from the said Mootiah Modeliar the said One Thousand and Eight hundred Star Pagodas in manner and form as the said Mootiah Modeliar

Mootiah

No 1.

Judgment signed for the Plaintiff the 2 day of February 1810 John Williams by Prothy

hath above thereof complained against them Thompson it is considered that the said Mostert Madelian or recover against the said William and Richard Arthur his said Debt and the Forty three Pagodas and Twenty Fanams for his Damages which he hath sustained as well by occasion of the detaining the said debt as also for his Costs and Charges by him about his suit in this behalf expended adjudged to the said Mostert Moodelian with his assent and the said William and Richard Arthur in Mercy &c

No 1

First Term 1810

Judgment signed for the Plaintiff the 2 day of February 1810 John Williams by Prothy

hath above thereof complained against them Therefore it is considered that the said Mostyn Woodeliue or recover against the said Williams and Richards Arthur his said Debt and also Forty three Pounds and Twenty Shillings for his Damages which he hath sustained as well by occasion of the detaining the said debt as also for his Costs and Charges by him about his suit in this behalf expended adjudged to the said Mostyn Woodeliue with his assent and the said Williams and Richard Arthur in Mercy &c

No 1

First Term 1810

First Term 1810.

Pleas before the Honble Sir Thomas Andrews Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature &c at Madras of the First Term in the Year one Thousand Eight hundred and Ten. -

Fort St. George
Madras to Wit } William Alexander Eglan party in his place
William Light his Attorney against John Gill in a
Plea of Debt. -

Fort St George
Madras } The said John Gill party in his place Fortunes Ebeney
his Attorney at the Suit of the said Thomas Alexander
Eglan in the Plea aforesaid. -

Fort St. George
Madras } Be it Remembered that in the First Term
in the Year of our Lord one thousand eight hundred and
Ten before the Supreme Court of Judicature at Mad
came Thomas Alexander Eglan by William Light
Attorney and brought into the said Court their Bill
his certain Plaint against John Gill in a Plea of Debt
which said Plaint followed in these words that is to say

Fort Saint George

First Term 1810

7

Plaintiffs Debt
Filed 23d February
1810

Scot Saint George Madras to Wit Thomas Alexander Eglan
by William Light his Attorney Complains of John Gill a
British Subject and as such a Person subject to the Juris-
diction of this Honorable Court of a Plea that the said
John Gill do render unto him the said Thomas Alexander
Eglan the Sum of Six Thousand Star Pagodas of current
money of Madras which he owes to and unjustly detains
from him For that Whereas the said John Gill heretofore
to wit on the Twenty Seventh day of February in
the Year of Our Lord One Thousand Eight hundred
and Nine at Madras aforesaid by his certain writing
Obligatory sealed with his Seal and to the Court
now shewn the date whereof is the day and year
aforesaid Acknowledged himself to be held and
firmly bound unto the said Thomas Alexander
Eglan in the said Sum of Six Thousand Star
Pagodas to be paid to the said Thomas Alexander
Eglan when he the said John Gill should
be thereunto afterwards requested Yet the said John
Gill although often requested to pay the same hath
not yet paid the said Sum of Six Thousand
Star Pagodas above demanded or any part thereof
to the said Thomas Alexander Eglan but to pay
the same or any part thereof he the said John
Gill

No. 2.

First Term 1810.

Pleas before the Honble Sir Thomas Andrew Skynner Knight Chief Justice of his Majesty's Supreme Court of Judicature at Madras of the First Term in the Year one Thousand Eight hundred and Ten.—

Fort St George } Thomas Alexander Eglan party in his place
Madras } William Light his Attorney against John Gill in a Plea of Debt.—

Fort St George } The said John Gill party in his place James Digney
Madras } his Attorney at the Suit of the said Thomas Alexander Eglan in the Plea aforesaid.—

Fort St George } Be it Remembered that in the First Term
Madras } in the Year of our Lord one Thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Thomas Alexander Eglan by William Light his Attorney and brought into the said Court there their certain Plaint against John Gill in a Plea of Debt which said Plaint follows in these words that is to say

Fort Saint George

First Term 1810

7

Plaintiffs Debt
Filed 23d February
1810

Lieut Saint George Madras to Wit Thomas Alexander Eglan
by William Leight his Attorney Complains of John Gill a
British Subject and as such a Person subject to the Juris-
diction of this Honorable Court of a Plea that the said
John Gill do render unto him the said Thomas Alexander
Eglan the Sum of Six Thousand Star Pagodas of current
Money of Madras which the one to the other unjustly detains
from him For that Whereas the said John Gill heretofore
to wit on the Twenty Seventh Day of February in
the Year of Our Lord One Thousand Eight hundred
and Nine at Madras aforesaid by his certain writing
Obligatory sealed with his Seal and to the Court
now Shewn the date whereof is the day and year
aforesaid acknowledged himself to be held and
firmly bound unto the said Thomas Alexander
Eglan in the said Sum of Six Thousand Star
Pagodas to be paid to the said Thomas Alexander
Eglan when he the said John Gill should
be thereunto afterwards requested Yet the said John
Gill although often requested to pay the same hath
not yet paid the said Sum of Six Thousand
Star Pagodas above demanded or any part thereof
to the said Thomas Alexander Eglan but to pay
the same or any part thereof he the said John

Gill

No. 2

Gill hath hitherto Wholly refused and Still doth do refuse, To the damage of the said Thomas Alexander Eglan of Seventy Six Pounds and therefore he doth bring his Suit &c.

And the said John Gill by Thomas Binney &c. his Attorney comes and defends the Wrong and &c. saying when &c. and says that he cannot deny the said Action of the said Thomas Alexander Eglan &c. nor but that the said Bond in the said &c. Plaint mentioned is the Deed of the said John Gill nor but that he the said John Gill owes to and obtains from the said Thomas Alexander Eglan the said Sum of Three hundred Three Pounds and &c. Fifty two Pounds in manner and form as the said Thomas Alexander Eglan hath above thereof Complained against him Wherefore it is considered that the said Thomas Alexander Eglan recover against the said John Gill his said Debt and also Fifty Six Pounds and two Pence for his Damages which he hath sustained as well by the occasioning of the detaining of the said Debt as for his Costs and Charges by him about his Suit

Judgment by Confession

Attorney for the Defendant under a Warrant of Attorney to Confess Judgment dated the 5th May 1809

No 2

Mercy

Suit in this behalf expended and by the Court now here adjudged to the said Thomas Alexander Eglan by his Assent and the said John Gill in Mercy &c.—

And Sure upon the said Thomas Alexander Eglan by William Leyth his Attorney prays the Writ of our Lord the King of Great Britain 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 John Gill within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Distress and if it be Necessary by Sale thereof the Sum of Pa Pagodas Thousand four hundred and Eight Pagodas and two fanams which the said Thomas Alexander Eglan recovered as against the said John Gill for damages which he hath sustained as well by reason of the Non performance of certain promises and undertakings lately made by the said John Gill to the said Thomas Alexander Eglan as for Costs and Charges by him about his Suit in that behalf expended. And it is granted unto him returnable here on the 2d: day of March Next.—

Writ of Fi. Fa. issued against the Defendants Goods the 23d day of February 1810

No 2

Gill hath hitherto wholly refused and Still doth &c
refuse, To the damage of the said Thomas Alexander
Eglan of Twenty Six Pounds and therefore he &c
brings his Suit &c

Judgment by Confession

And the said John Gill by Thomas Binny &c
his Attorney comes and defends the Wrong and &c
injury when &c and says that he cannot deny
the said Action of the said Thomas Alexander &c
Eglan &c nor but that the said Bond in the said &c
Plaint mentioned is the Deed of the said John &c
Gill &c but that he the said John Gill owes to and
detains from the said Thomas Alexander Eglan
the said Sum of thousand Six Hundred and &c
Fifty two Pounds in manner and form as the
said Thomas Alexander Eglan hath above
thereof Complained against him Whereupon it is
considered that the said Thomas Alexander Eglan
recover against the said John Gill his said &c
Debt and also Fifty Six Pounds and two Pence
for his Damages which he hath sustained as
well by the occasion of the detaining of the said
Debt as for his Costs and Charges by him about his

Suit

Attorney for the Defendant under a Warrant of attorney to confess Judgment dated the 5th May 1809

No 2

Suit in this behalf expended and by the Court now here adjudged to the said Thomas Alexander Eglan by his Assent and the said John Gill in Mercy &c.—

Mercy

And hereupon the said Thomas Alexander Eglan by William Gill his Attorney prays the Writ of our Lord the King of Inquiry 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 John Gill within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Distress and if it be Necessary by Sale thereof the Sum of Pº [illegible] Thousand four hundred and Eight Pagodas and two Fanams which the said Thomas Alexander Eglan recovered against the said John Gill for damages which he hath sustained as well by means of the Non performance of certain promises and undertakings lately Made by the said John Gill to the said Thomas Alexander Eglan as for Costs and Charges by him about his Suit in that behalf expended. And it is granted unto him &c returnable here on the 23d. day of March Next.—

Writ of Ex. Fa. issued against the Defendants Goods on the 23d. day of February 1810

No 2

Pleas before the Worshle Sir Thomas Andrews Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the First Term in the Year One thousand Eight hundred and Ten

Madras to Wit George Lord Lanquois Sutton and John De Monte put in their plea Daniel Neale their Attorney against Moorley Dosh in a Plea of Trespass &c on the Case

Madras to Wit The said Moorley Dosh in his own proper person & the said George Lord Lanquois Sutton and John De Monte in the Plea aforesaid

Madras to Wit Be it Remembered that in the Third Term in the Year of our Lord One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came George Lord Lanquois Sutton and John De Monte by Daniel Neale their Attorney and brought into the said Court their Bill against Moorley Dosh in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Bill follows in these words that is to say

Madras

First Term 1810

Plaint in assumpsit
filed 27th July 1809

Madras to Wit. George Lys Sarquis Satur and
John De Monte by Daniel Neale their Attorney
Complain of Moorley Dofs who is an Hindoo &
Inhabitant of Madras and as such subject to the
Jurisdiction of this Honorable Court of a Plea of Trespass
on the Case, For that Whereas the said Moorley Dofs
on the twelfth day of July in the Year of our Lord one
thousand Eight hundred and two to wit at Madras
made his certain Note in writing commonly called
a Promissory Note his own proper hand being there-
unto Set and Subscribed the said Note bearing date the
same day and Year aforesaid and then and there delivered the
said Note to the said George, Sarquis and John by which said
Note the said Moorley Dofs on Demand promised to pay
to the said George Sarquis and John (by the Names descriptions
and additions of Messrs. Lys, Satur & De Monte agents to
the old Madras Insurance Company the Sum of Six
Hundred and Sixty three Star Pagodas Nine Fanams
and Fifty Cash with Interest from the date thereof
@ 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 Moorley Dofs became liable
to pay to the said George, Sarquis and John the said
Sum of Money mentioned in the said Note with &

the

the Interest thereon according to the tenor and effect of the
said Note and being so liable he the said Moorley Dyke
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 &
George, Sargeis and John to pay them the said Sum
of Money mentioned in the said Note with the &
Interest thereon according to the tenor and effect of
the said Note. And Whereas also the said Moorley
Dyke afterwards to wit on the first day of June in the
Year of our Lord One thousand Eight hundred and Nine
at Madras aforesaid was indebted to the said George &
Sargeis and John in the further Sum of Two &
thousand Star Pagodas lawful Current Money of
Madras for Money by the said George Sargeis &
and John before that time lent and advanced to the
said Moorley Dyke and at his special instance &
and request. And being so indebted he the said &
Moorley Dyke 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 George Sargeis and &
John to pay them the said last mentioned Sum of

Money

Money when he the said Moorley Dofs should be thereto afterwards requested And Whereas the said Moorley Dofs afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said George Sargues and John in the further Sum of two thousand Star Pagodas of like lawful Current Money of Madras for Money by the said George Sargues and John before that time Laid out expended and paid for the said Moorley Dofs and at his like special instance and request and being so indebted as last aforesaid he the said Moorley Dofs 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 George Sargues and John to pay them the said last mentioned Sum of Money when he the said Moorley Dofs should be thereto afterwards requested. And Whereas also the said Moorley Dofs afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said George Sargues and John in the further Sum of Two thousand Star Pagodas of like lawful Current Money of Madras, for Money by the said Moorley Dofs by that time had and received to the use of the said George Sargues and John And being so indebted as last aforesaid he the said Moorley Dofs in consideration

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
George Sargeis and John to pay them the said last
mentioned Sum of Money when he the said Moorley
Dyce should be thereto afterwards requested And
Whereas the said Moorley Dyce afterwards to wit on the
same day and Year last aforesaid at Madras aforesaid
accounted with the said George Sargeis and John of
and concerning divers other Sums of Money before that
time due and owing from the said Moorley Dyce to
the said George Sargeis and John and then being in
arrear and unpaid upon which accounting the said
Moorley Dyce was then and there found to be in Arrear
and indebted to the said George Sargeis and John in the
further Sum of Two Thousand Star Pagodas of the
Carnatic Current Money of Madras and being so found
in arrear and indebted as last aforesaid the said Moorley
Dyce 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 George Sargeis and John to pay them the said
last Mentioned Sum of Money when he the said
Moorley Dyce should be thereto afterwards requested Yet the
said Moorley Dyce not regarding the said several

promises

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 George, Sargeis, and John in this behalf not yet paid the said several Sums of Money or any or either of them or any part thereof to the said George Sargeis, and John although to do so he the said Moorley Dyke was requested by the said George, Sargeis, and 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 George, Sargeis, and John or to any or either of them he the said Moorley Dyke hath hitherto & wholly refused and still doth refuse To the damage of the said George Sargeis and John of Two Thousand Star Pagodas and therefore they bring their Suit &c

And the said Moorley Dyke having come by Robert Orme his Attorney defended the wrong and injury when &c And said Nothing in Bar or Preclusion of the said Action of the said George, Sargeis and John Whereby the said George, Sargeis and John remained thereof undefended against the said Moorley Dyke and by reason thereof a day was given to the said George, Sargeis and John whereupon they should come before

the Court and Verify their said Plaint and Suit.—

And afterwards on the Third day of February in the first Term of the Year One Thousand Eight hundred and Ten came the said George, Sarquis and John by their said Attorney and alledge and prove to the Court the Matters of their said Plaint — And the Justices of this Court having heard Examined and Considered the allegations of the said George, Sarquis and John and the Depositions of the Witnesses by them adduced have pronounced that the said Manley Dyke did undertake and promise in manner and form as the said George, Sarquis and John have above thereof complained against him.—

And now at this day came the said George, Sarquis and John by their said Attorney and Pray that the damages sustained by them by occasion of the Non-performance by the said Manley Dyke of his Several promises and undertakings in the Plaint mentioned — And also their Costs and Charges laid out by them about their Suit in this behalf may be adjudged to them &c.—

And it appearing to the Court here that the said George Sarquis and John have sustained Damages by occasion of the premises over and

besides

besides their Costs and Charges aforesaid to the Sum of Three hundred and fifty one pagodas forty two fanams and ten Cash -

Judgment signed 2d March 1810 Wm Petley

It is considered and adjudged that the said George Sangris and John recover against the said Moorley Dyce his damages aforesaid to the said Sum of Three hundred and fifty one pagodas forty two fanams and ten Cash and that the said Moorley Dyce pay to the said George Sangris and John for their Costs and Charges the Sum of One hundred and forty three Pagodas and twenty three fanams which damages Costs and Charges Amount together to the Sum of Four hundred and Ninety five Pagodas twenty fanams and ten Cash And the said Moorely Dyce in &c

Money

Money &c:

First Term 1810.

PLEAS before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras &c. in the first Term in the Year One Thousand Eight hundred and Ten. –

Madras to Wit. Pulicat Seetaramaniah Browning gents in his place Gilbert Ricketts his Attorney against Bidepauty Venkiah Browning in a Plea of Trespass on the Case –

Madras to Wit. The said Bidepauty Venkiah Browning gents in his place William Light his Attorney at the Suit of the said Pulicat Seetaramaniah Browning in the Plea aforesaid –

Madras to Wit. Be it Remembered that in the Vacation after the Term in the Year of our Lord One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras Pulicat Seetaramaniah Browning by Gilbert Ricketts his Attorney said brought into the said Court then there his certain Plaint against Bidepauty Venkiah Browning 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

Plaintiffs assumpsit filed 22d. January 1810 - D.

Madras to wit Pooloo Seetauraumiah Branniny by Gilbert Ricketts his Attorney Complains of Bidepanty Venkiah Branniny being a Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the Case For that Whereas the said Bidepanty Venkiah Branniny heretofore to wit on the Twenty first day of January in the Year of Christ one thousand Eight hundred and Nine at Madras aforesaid made his certain Note in Writing commonly called a Promissory Note his own hand being thereto subscribed bearing date the same day and Year last aforesaid and thereby Six Months after date the said Bidepanty Venkiah Branniny promised to pay to the said Pooloo Seetauraumiah Branniny or order the sum of Three Thousand Star Pagodas for value Received together with interest at the Rate of Nine per Cent per Annum and then and there delivered the said Note to the said Pooloo Seetauraumiah Branniny whereby and by reason of which said Several premises and by force of the Statute in such case made and provided the said Bidepanty Venkiah Branniny became liable to pay to the said Pooloo Seetauraumiah Branniny the said Sum of money in the said Note mentioned with interest at the rate aforesaid according to the Tenor and effect of the said Note and being so liable he the said Bidepanty

Venkiah

Venkiah Brauniny in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Poolooroo Seetaunaunniah Brauniny then and there faithfully promised to pay him the said sum of money in the said Note mentioned with interest at the rate aforesaid according to the tenor and effect of the said Note And Whereas also the said Bidepauty Venkiah Brauniny afterwards to wit on the Twenty fifth day of July in the year last aforesaid at Madras aforesaid was indebted to the said Poolooroo Seetaunaunniah Brauniny in other sum of Five thousand Star Pagodas of like Current money of Madras for so much money by the said Poolooroo Seetaunaunniah Brauniny before that time lent and advanced to the said Bidepauty Venkiah Brauniny and at his special instance and request and being so indebted to the said Bidepauty Venkiah Brauniny 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 Poolooroo Seetaunaunniah Brauniny to pay him the said last mentioned sum of money when he the said Bidepauty Venkiah Brauniny should be thereto afterwards requested And Whereas also the said Bidepauty Venkiah Brauniny afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Poolooroo Seetaunaunniah Brauniny in other sum of Five thousand Star

Pagodas

[illegible] 1810

[illegible] like
sum of Money
before that time
Poloroo Seetau
he the said
thereof. afterwards

aforesaid at Madras aforesaid

for
learning &c
paid up
so indebted
in consideration
day and Year last
tenth and there and

there faithfully promised the said Poloroo Seetaurama-
niah Bramin to pay him the said last mentioned
sum of money when he the said Bidepauty Venkiah
Bramin should be thereto afterwards requested And
Whereas also the said Bidepauty Venkiah Bramin
afterwards to wit on the same day and Year last
aforesaid at Madras aforesaid accounted with the said
Poloroo Seetaurama niah Bramin of and concerning
divers other sums of Money before that time due
and owing from the said Bidepauty Venkiah Bramin
to the said Poloroo Seetaurama niah Bramin and
then being in arrear and unpaid and upon that
accounting the said Bidepauty Venkiah Bramin was
then and there found to be in arrear and indebted
to the said Poloroo Seetaurama niah Bramin in the
further sum of Five thousand Star Pagodas of like
Current Money of Madras and being so found in
Arrear and indebted to the said Bidepauty Venkiah
Bramin

W A

Term 1810.

Branniny in consideration thereof afterwards viz to wit
on the same day and Year last aforesaid at Madras afore-
said undertook and then and there faithfully promis-
ed the said Poloodoo Seetaurauumiah Branniny to pay him
the said last mentioned Sum of Money when he the
said Bidepauty Venkiah Branniny should be there-
afterwards requested. Yet the said Bidepauty Ve
Branniny not regarding his said Several promi-
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 Poloodoo Seetauraumiah Branniny in the
behalf hath not yet paid the said Several Sums
Money or any or either of them or any part thereof to the
said Poloodoo Seetauraumiah Branniny although
do he the said Bidepauty Venkiah Branniny re
by the said Poloodoo Seetauraumiah Branniny af
to wit on the same day and Year last aforesaid
at Madras aforesaid and oftentimes afterwards
Madras aforesaid / But to pay the same or any
thereof to the said Poloodoo Seetauraumiah
he the said Bidepauty Venkiah Branniny
hitherto wholly refused and still doth refuse so to
damage of the said Poloodoo Seetauraumiah
of Five thousand Star Pagodas

1810

Judgment Roll

Second Term

Section 3rd

Plaintiff Declares filed 26th January 1810.

Fort Saint George Madras to Wit. Mark Bonworth by William Light his Attorney Complains of George Arbuthnot a British Inhabitant of Madras and as such a Person liable to the Jurisdiction of this Honorable Court For that Whereas the said Mark Bonworth heretofore to wit on the first day of January in the Year of Christ one Thousand Eight hundred and Ten at Madras aforesaid was Possessed of divers Goods wares and Merchandizes to wit one Painted Canvas or Scene with Six wings Representing a Library one Painted Canvas or Scene Representing a Blue Room or ornamented with Pictures, one Painted Canvas or Scene Representing an Apothecarys Shop one Painted Canvas or Scene Representing a Room and Garrets One Painted Canvas or Scene Representing a Garden a House, one Painted Canvas or Scene Representing a Wood, One Painted Canvas or Scene Representing a Kitchin, One Painted Canvas or Scene Representing a Prison, One Painted Canvas or Scene Representing a Garden, One Painted Canvas or Scene Representing a Castle, one Painted Canvas or Scene Representing Moon Light, One Painted Canvas or Scene Representing the Sea, One Painted Canvas or Scene Representing a Farm House Bridge and Railing One Painted Canvas or Scene Representing a Turnpike House, One Painted Canvas or Scene Representing a Garden

Second Term 1810.

Garden Wall, One Painted Canvas or Scene Represent-
-ing a Garden Two Painted Canvas or Scene or
Representing Side Screens, One Painted Canvas
or Scene Representing Blue Tops, One Painted or
Canvas or Scene Representing a Small Grave, or
One Painted Canvas or Scene Representing a or
Bridge, One Painted Canvas or Scene Representing a
Moguls Garden, One Painted Canvas or Scene or
Representing a Street, One Painted Canvas or Scene
Representing a Kitchen Two hundred Side Lights and
Sixty Cushions of a large Value to wit of the Value of
Five Thousand Star Pagodas of lawful Money of
Madras aforesaid as of his own proper Goods Wares
and Merchandizes and being so possessed thereof as-
aforesaid he the said Mark Bonarth afterwards to wit
on the same day and Year aforesaid at Madras aforesaid
casually lost the said Goods wares and Merchandizes
out of his Custody and possession which said Goods wares
and Merchandizes afterwards to wit on the same day
and year aforesaid at Madras aforesaid came to
the hands and possession of the said George
Arbuthnot by finding Yet the said George
Arbuthnot well knowing the said Goods wares
and Merchandizes to be the property of the said

Mark

Mark Ronworth and of right to belong and appertain to him
but contriving and fraudulently intending craftily and &c
subtilly to deceive and injure the said Mark Ronworth
in this behalf hath not yet although often Requested &c
delivered the said Goods wares and Merchandizes to the
said Mark Ronworth but hath wholly refused so to do
and on the Contrary afterwards to wit on the Third
day of January one thousand Eight hundred and Ten
at Madras aforesaid Converted the same to his own
use to the Damage of the said Mark Ronworth of
Five Thousand Star Pagodas and therefore he brings
his Suit &c.

And afterwards to wit in the First Term
of the Year one thousand eight hundred and ten in
the said Supreme Court of Judicature at Madras, in
which Term the said George had Leave to &c
imparl to the said Plaint and then to Answer the
same Came as well the said Mark by his said
Attorney as the said George by his said Attorney, and
the said George 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 Mark hath above thereof complained
against him and of this he puts himself upon

the

imparlance -

Postea
13. February
1810

the Court &c.

Jane Joined

And the said Mark Ravenhill

doth the like. —

And heretofore in the First Term in the Year One thousand Eight hundred and Ten that is to say on the Twentieth day of February to which Day was given as well to the said Mark as to the said George to inform the Court of the Premises at which Day comes as well the said Mark as the said George by their respective Attornies before named and the said Court having heard the respective Allegations of the Parties and examined the Oath thereof and duly and deliberately 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 Mark being solemnly called comes not nor does he further prosecute his Plaint against the said George Therefore it is considered that the said Mark take nothing by his said Plaint but that he and his Pledges to prosecute to be in Mercy &c. And that the said Mark go thereof without Day

Plaintiff non suited 20th February 1810

Judgment signed for the Defendant 31st March 1810 E.R.

without Day &c.ª And it is further considered by the said Court here that the said George do recover against the said Mark One hundred and thirty seven Pounds & said fourteen Shillings 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 George and with his assent and that the said George have execution thereof &c.ª

Execution

5½ Second Term 1810

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight, Chief Justice, and the Hon^ble Sir Benjamin Sullivan Knight, Puisne Justice of his Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year One Thousand Eight Hundred and Ten. —

Madras to Wit Condalore Vaynaumaly Avenaull puts in her place Gilbert Richetts her Attorney against Madera-mangalam Nauveda Auremaddie in a Plea of Trespass on the Case. —

Madras to Wit The said Maderamangalam Nauveda Auremaddie puts in his place William Light his Attorney at the Suit of the said Condalore Vaynaumaly Avenaul in the Plea aforesaid. —

Madras to Wit Be it Remembered that on the Twenty eighth day of October in the Vacation after the Fourth Terme in the Year of our Lord one Thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Condalore Vaynaumaly Avenaul by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Maderamangalam Nauveda Auremaddie in a Plea of Trespass on the Case, and there was Pledged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say "

Madras

Plaint in Champait filed 26th Oct. 1810 = 105

Madras to wit Coodalore Vonnaumaly } Armnail by Gilbert Richetts her Attorney Complains
of Madeanmangalam Naiveda Auvenmoottu being a
Heathen Inhabitant of Madras and as such a Person
liable to the Jurisdiction of this Honorable Court in a
Plea of Trespass on the Case For that Whereas the said
Madeanmangalam Naiveda Auvenmoottu heretofore to
wit on the Twenty first day of May in the Year
of Christ One Thousand Eight hundred and Eight
at Madras aforesaid According to the Laws and customs
of the Heathen Natives made his certain Note in
writing in the Malabar Language his own proper hand
being thereto subscribed bearing date the same day and Year
aforesaid and then and there delivered the said Note to the
said Coodalore Vonnaumaly Armnail the same
Madeanmangalam Naiveda Auvenmoottu (by the name
and addition of Madeanmangalam Naiveda Auven-
moottu of Madras) acknowledged that he had borrowed
and Received of the said Coodalore Vonnaumaly Armnail
(by the name and addition of Coodalore Vonnaumaly Armnail
of the same place) the sum of Two hundred and twenty five
Star Pagodas Current Money of Madras which then the
said Madeanmangalam Naiveda Auvenmoottu in Hand

angry

No 8

engage to repay either to the said Coodaloor Veeranarendy Ammaul
or to her Order or to the person who would bring that Bond
in the space of three Months commencing from the date
thereof with all such interest as should or might become due
thereon at the Rate of twelve per cent per Annum By a
certain instrument and by force of the Laws and customs of
said Country Natives the said Madenanangalam Nanneda
Annamaltha became liable to pay to the said Coodaloor
Veeranarendy Ammaul the said sum of money in the
said Note mentioned with interest at the rate aforesaid
according to the tenor and effect of the said note and being
so liable the said Madenanangalam Nanneda Annamaltha
in consideration thereof afterwards to wit on the same
day and Year aforesaid at Madras aforesaid undertook
and to the said Coodaloor Veeranarendy Ammaul then
and there faithfully promised to pay her the said sum of
money in the said Note mentioned with interest in
aforesaid according to the tenor and effect of the said
Note And Whereas also the said Madenanangalam
Nanneda Annamaltha afterwards to wit on the Twenty fourth
day of August in the Year of Christ One Thousand Eight
hundred and Eight at Madras aforesaid was indebted
to the said Coodaloor Veeranarendy Ammaul in other
sum of Eight hundred Star Pagodas of like Current

Money

No 8

Money of Madras aforesaid for so much money by the said Coodaloor Coonnaumaly Annaud before that time lent and advanced to the said Maderamangalam Nauveda Auvennaatta and at his special instance and request and being so indebted he the said Maderamangalam Nauveda Auvennaatta 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 Coodaloor Coonnaumaly Annaud to pay her the said last mentioned sum of money when the said Maderamangalam Nauveda Auvennaatta should be thereto afterwards requested And Whereas also the said Maderamangalam Nauveda Auvennaatta afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Coodaloor Coonnaumaly Annaud in the sum of Eight hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Maderamangalam Nauveda Auvennaatta before that time had and received to the use of the said Coodaloor Coonnaumaly Annaud and being so indebted he the said Maderamangalam Nauveda Auvennaatta in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid

undertook

undertook and there and there faithfully promised the sa-
said Coodaloor Coonnaumaly Annavil to pay her the
said last mentioned Sum of money when he the sa-
said Maderamangalam Nauvada Auremootta sh-
should be thereto afterwards required. And whereas
also the said Maderamangalam Nauvada Auremootta
afterwards to wit on the same day and year last a-
aforesaid at Madras aforesaid accounted with the said
Coodaloor Coonnaumaly Annavil of and concerning
divers other sums of money before that time due and
owing from the said Maderamangalam Nauvada
Auremootta to the said Coodaloor Coonnaumaly A-
Annavil and there being in arrear and unpaid and a-
upon that accounting the said Maderamangalam
Nauvada Auremootta was then and there found to
be in arrear and indebted to the said Coodaloor
Coonnaumaly Annavil in the further sum of
Eight hundred Star Pagodas of like Current Money
of Madras and being so found in arrear and
indebted he the said Maderamangalam Nauvada
Auremootta 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 Coodaloor Coonnaumaly
Annavil

Ammanal to pay her the said last mentioned Sum of
money when he the said Maderamangalam Namada
Auremoothe should be thereto afterwards requested. Yet the
said Maderamangalam Namada Auremoothe not
regarding his said Several promises and undertakings
so by him in manner and form aforesaid
confirming and fraudulently intending craftily and
subtilly to deceive and defraud the said Coodalore
Vannaumaly Ammanal 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 Coodalore
Vannaumaly Ammanal (although so to do he the said
Maderamangalam Namada Auremoothe was
requested by the said Coodalore Vannaumaly Ammanal
afterwards to wit on the same day and year first
aforesaid and often times afterwards at Madras
aforesaid) But to pay the same or any part thereof to
the said Coodalore Vannaumaly Ammanal he the said
Maderamangalam Namada Auremoothe hath
hitherto wholly refused and still doth refuse to the
damage of the said Coodalore Vannaumaly Ammanal
of Nine hundred Star Pagodas and thereof she
brings Suit &c.—

Judgment by Confession

And now in this Second Term in the Year of
Christ One thousand Eight hundred and Ten the said

to say on the Twenty Sixth day of March instt. whilst &c
day the said Madawarrangalawe Nanneda Aseenaatte
had leave to imparl to the said Plaint and then to &
Answer the same &c. came as well the said Condalore
Vannaarraly Arrenade by her Attorney aforesaid as the
said Madawarrangalawe Nanneda Aseenaatte by &
William Light his Attorney and the said Madawarrangalawe
Nanneda Aseenaatte defends the wrong and injury when &c.
and says that he cannot deny the said Action of the said
Condalore Vannaarraly Arrenade nor but that he the said
Madawarrangalawe Nanneda Aseenaatte did undertake
and promise in manner and form as the said &
Condalore Vannaarraly Aseenaatte hath above thereof
Complained against him nor but that the said &
Condalore Vannaarraly Arrenade hath sustained &
damages on occasion of the not performing of the second &
Five hundred and Eighteen Pagodas and twenty four
Fanams parcel of the damages by the said Plaint &
suppposed over and above her Costs and Charges
by her about her suit in this behalf expended and Pro-
-pounded upon the said Condalore Vannaarraly Arrenade prays
Judgment for the damages &c as aforesaid confessed and
for her said Costs and Charges. Wherefore it is considered
that the said Condalore Vannaarraly Arrenade do &

Judgment signed
for the Pltiff the
31st March 1818
J.P.

Decree

recover against the said Madawarayngalawa Nawada
Auruvacotta her damages aforesaid to the said sum
of Five hundred and Eighteen Pagodas twenty four
Fanams and also Seventy four Pagodas and thirty three
Fanams for her said Costs and Charges by the Court
now here adjudged to the said Condalore Coomaty
Annavel and with her aforesaid recited said damages
Costs and Charges in the whole amount to Five
hundred and Ninety three Pagodas and twelve Fanams
and the said Madawarayngalawa Nawada
Auruvacotta in Mercy &c.

Mercy

And thereupon the said Condalore Coomaty
Annavel by his said Attorney prays the writ
of our Lord the King of Fiore 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 Madawa-
rayngalawa Nawada Auruvacotta within the
jurisdiction of this Court by Seizure and if it
be Necessary by Sale thereof the Sum of Five
hundred and Ninety three Pagodas and twelve
Fanams which the said Condalore Coomaty
Annavel Recovered against the said Madawarayn-
galawa Nawada

Naiveda Aurennoothu for damages which he hath
sustained as well by means of the Non performance
of certain promises and undertakings lately made
by the said Madevanarangaluwe Naiveda Aurennoothu
to the said Coodaloe Vannanawendy Ammanel as for
costs and charges by him in that
behalf expended — And it is granted unto him,
that Writ of Ex. Fa. issued on the 21st day of March 1810 ~ returnable here on the Thirtieth day of
April next. —

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Second Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand Eight hundred and Ten.

Fort Saint George } John Doe on the demise of Moses Leonard Mandeliar party
Madras to wit } in his place William Light his attorney against Richard
Roe in a Plea of Trespass and Ejectment.

Fort Saint George } The said Richard Roe in his own proper person as the
Madras to wit } Tenant of the said John Doe in the Plea aforesaid.

Fort Saint George } Be it Remembered that on Second Term
Madras to wit } the Year of our Lord one Thousand Eight hundred and
Ten before the Supreme Court of Judicature at Madras
came John Doe by William Light his Attorney as
and brought into the said Court then there his
certain Plaint against Richard Roe in a Plea of Trespass
and Ejectment whereon Pledges for the prosecution to
wit John Doe and Richard Roe which Pledges Plaint follows in these words that is to say

Fort Saint George

Fort Saint George Madras to Wit John Doe by his
Attorney William Light his Attorney Complains of Richard Roe
being a British Subject and as such a Person liable to the
Jurisdiction of this Honorable Court For that Whereas
Hooton Permaul Mandaliar heretofore to wit on the
Ninth day of February in the Year One Thousand Eight
hundred and ten at Madras aforesaid had granted and
to farm let unto the said John Doe Five Villages
Five Pagodas Five Seventy houses Five hundred &
Messuages Five hundred dwelling houses Five &
hundred Shops Five hundred and houses Five &
hundred Stable Five hundred Godowns Five hundred
Bungalows Five hundred Salt Pans Five hundred
Gardens Ten Thousand Cawnies of Arable Land &
Ten Thousand Cawnies of Pasture Ten Thousand &
Cawnies of Paddy fields Ten Thousand Cawnies of
Land covered with Water Ten Thousand Cawnies
of Waste Grounds with the Appurtenances thereunto
belonging Situate lying and being in Tandiampettah
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
Ninth day of February in the year aforesaid for
and during and unto the full end and Term

of

of Ten yeares from thence next ensueing and fully to be
compleate and ended by virtue of which said demise
the said John Doe entered into the said premisses
with the Appurtenances and was possessed thereof
until the said Richard Roe afterwards to wit on the
Tenth day of the said month of February in the year
aforesaid with force and Arms &c entered into the
premises aforesaid with the Appurtenances in the
possession of the said John Doe and then and there
Ejected drove out and amoved the said John Doe
from his said farm his said Term thereof not
being yet ended and him the said John Doe do
Ejected drove out and amoved hath kept out and
still doth keep out from his possession and other
injuries to him the said John Doe then and there
did against the peace of Our Lord the King and to
the Damages of the said John Doe of One
Thousand Pounds and thereupon he brings his
Suit &c.

And now in the Second Term in the year
of Our Lord One Thousand Eight hundred and Ten
that is to say on the Thirty first day of March in
which day was given the said Richard Roe to
Answer the said Plaint and then and there to Answer
unto

the same Came as well the said John Doe by his Attorney aforesaid as the said Richard Roe in his proper person and the said Richard Roe defends the force and injury when &c and says nothing in bar or preclusion of the said Action of the said John Doe whereby the said John Doe remains thereon undefended against the said Richard Roe Therefore it is Considered that the said John Doe recover against the said Richard Roe his said Term yet to come of and in the premises aforesaid with the Appurtenances and also his Damages sustained by reason of the trespass and Ejectment aforesaid and thereupon the said John Doe prays in Court remitts to the said Richard Roe all his Damages Cost 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 arrested to answer the said John Doe of his Damages Cost and Charges &c And have then and there this Writ

Our Lord the King to be directed to the Sheriff of Surrey 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

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Second Term 1810

Writ of Possession issued on the 5th day of April 1810

Returnable here on the 12th day of April instant

Second Term 1810

69

PLEAS before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one Thousand Eight hundred and Ten. —

Fort Saint George } John Doe on the demise of Mootapurvaud puts in his place
Madras to wit } William Light his Attorney against Richard Roe in a Plea
of Trespass and Ejectment. —

Fort Saint George } The said John Doe in his own proper Person at the Suit
Madras to wit } of the said John Doe in the Plea aforesaid —

Fort Saint George } Be it Remembered that in the Second Term in the
Madras to wit } Year of our Lord One Thousand Eight hundred and ten
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 or
certain Plaint against the said John Doe in a Plea of
Trespass and Ejectment and there are Pledges for the
prosecution to wit John Doem and Richard Roe which
said Plaint followed in these words that is to say —

Fort Saint George

Second Term 1810

Fort Saint George Madras to wit John Doe by
William Light his Attorney Complains of Richard Roe being a
British Subject and as such a Person Liable to the Jurisdiction
of this Honorable Court For that Whereas Master Farmer
Mockelson heretofore to wit on the Ninth day of February
in the year One Thousand Eight hundred and Ten at
Madras aforesaid had granted and to Farm Let unto
the said John Doe Five Villages Five Topes Five Tanks
Seventy Houses Five hundred Messuages Five hundred
dwelling Houses Five hundred Shops Five hundred Out
houses Five hundred Stables Five hundred Godowns Five
hundred Bungalows Five hundred Salt Pans Five hundred
Gardens Ten Thousand Cawnies of Arable Land Ten
Thousand Cawnies of Pasture Ten Thousand Cawnies
of Paddy fields Ten Thousand Cawnies of Land rouned
with Water Ten Thousand Cawnies of Waste Grounds
with the Appurtenances thereunto belonging situate
lying and being in Tondiarpettah 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 Ninth day of February
in the year aforesaid for and during and unto the
full end and Term of Ten 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

Land

said premises with the Appurtenances and were possessed
thereof until the said Richard Roe afterwards to wit
on the Tenth day of the said month of February in the
year aforesaid with force and Arms &c. entered
into the premises aforesaid with the Appurtenances
in the possession of the said John Doe and
then and there Ejected drove out and amoved the
said John Doe from his said Farm his said
Term thereinn not being yet ended and him the
said John Doe so Ejected drove out and amoved
hath kept out and still doth keep out from his
possession and other injuries to him the said
John Doe then and there did against the peace of our
Lord the King and to the Damage of the said John
Doe of One Thousand Pounds and therefore he
brings his Suit &c.

And now in the second Term in the year of
our Lord One thousand Eight hundred and Ten that is to
say on the Thirty first day of March until which day came
given the said Richard Roe to Answer the said Plaintiff
and then and there to Answer the same Came as well
the said John Doe by his Attorney aforesaid as the said
Richard Roe in his proper person and the said Richard
Roe defends the force and injury when &c. and says
nothing in bar or preclusion of the said Action of the

said

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Second Term 1810

said John Doe whereby the said John Doe was commanded therein
to defend 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 &c
and in the premises aforesaid with the appurtenances
and also his Damages sustained by reason of the &c
Trespass and Ejectment
John Doe freely have in Court against the said &c
Richard Roe all such Damages Costs and Charges
as might or ought to be adjudged to him the said John
Doe by reason of the trespass and Ejectment aforesaid &c
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 Madison to cause &c
him to have Possession of his said Term yet to come
of and in the premises aforesaid with the &c
appurtenances and it is granted to him Returnable
Writ of Possession
issued on the
5th day of April
1810
here on the 12th day of April instant -



Mr. Blanchard's Case

Mr. Blanchard

1810

Second Term 1810.

Second Term 1810.

Read before the Hon^ble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year One Thousand Eight hundred and Ten. —

Fort Saint George } John Doe on the demise of Mootoo Perumaul Moodeliar puts
Madras to wit } in his place William Light his attorney against Richard
Roe in a Plea of Trespass and Ejectment. —

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

Fort Saint George } Be it Remembered that in Second Term in the
Madras to wit } Year of our Lord One thousand eight hundred and Ten
before the Supreme Court of Judicature at Madras came
John Doe by William Light his Attorney &c
and brought into the said Court then there his Bill
against Richard Roe in a
Plea of Trespass and Ejectment and there are Pledges
for the prosecution to wit John Doe and Richard Roe
which said Plaint follows in these words that is to say

Fort Saint George

For. Saint George Madras to Wit. John Doe by William Light his Attorney Complains of Richard Roe being a British Subject and as such a person liable to the Jurisdiction of this Honorable Court For that Whereas Mootoo Permaul Mudaliar heretofore to wit on the Ninth day of February in the year One thousand Eight hundred and Ten at Madras aforesaid had granted and to farm let unto the said John Doe Five Villages Five Pagodas Five Savany Houses Five hundred Messuages Five hundred dwelling Houses Five hundred Shops Five hundred Out houses Five hundred Stables Five hundred Godowns Five hundred Bungalows Five hundred Salt pans Five hundred Gardens Ten Thousand Cawnies of Arable land Ten Thousand Cawnies of Pasture Ten Thousand Cawnies of Paddy fields Ten Thousand Cawnies of land covered with Water Ten Thousand Cawnies of Waste Grounds with the Appurtenances thereunto belonging Situate lying and being in Tandiarpettah without 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 Ninth day of February 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 complete and ended by virtue of which said demise the said John Doe entered into the said premises with the Appurtenances and was possessed thereof until the said Richard Roe afterwards to wit on the Tenth day of the said month of February in the year aforesaid with force and Arms &c entered into the premises aforesaid with the Appurtenances and the possession of the said

John

W. U

Second Term 1810

John Doe and then and there Ejected drove out and removed the said John Doe from his said farm his said Term thereinn not being yet ended and hence the said John Doe so Ejected drove out and removed hath kept out and still doth keep out from his possession and other injuries to him the said John Doe then and there did against the peace of Our Lord the King and to the damage of the said John Doe of One Thousand Pagodas and therefore he brings his Suit &c.

And now in the Second Term in the year of Our Lord One Thousand Eight hundred and Ten that is to say on the Thirty first day of March and the which day was given the said Richard Roe to Answer the said Plaint and then and there to Answer the same Same as well the said John Doe by his Attorney aforesaid as the said Richard Roe in his proper person and the said Richard Roe defends the force and injury when &c. and says nothing in bar or preclusion of the said Action of the said John Doe whereby the said John Doe remains thereon undefended against the said Richard Roe.

Therefore it is considered that the said John Doe recover against the said Richard Roe his said Term yet to come of and in the premises aforesaid with the Appurtenances and also his damages sustained by reason of the Trespass and Ejectment aforesaid and thereupon the said John Doe freely here in Court remits to the said Richard Roe all such Damages Costs and Charges as might or ought to be adjudged to him the said John Doe by reason of the Trespass and Ejectment aforesaid Whereupon

Second Term 1810

Let the said Richard Roe be acquitted of these Premises
Costs and Charges &c. And Secondly the said John
Doe Prays the Writ of our Lord the King to be directed
to the Sheriff of Madison 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 12th Day of April instant

Writ of Possession
issued on the 5th
day of April 1810

Fa. Second Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand Eight hundred and Ten. —

Madras to Wit — Gaetano Costa puts in his place Daniel Steele his Attorney against Edward Mackay and George Fenthorne in a Plea of Trespass and assault. —

Madras to Wit — The said Edward Mackay and George Fenthorne put in their place William Light their Attorney at the suit of the said Gaetano Costa in the Plea aforesaid. —

Madras to Wit — Be it Remembered that on the fourteenth day of July as of the Second Term in the Year of our Lord One thousand eight hundred and Ten before the Supreme Court of Judicature at Madras come Gaetano Costa by Daniel Steele his Attorney and brought into the said Court their his certain Plaint against Edward Mackay and George Fenthorne in a Plea of trespass and assault and there are Pledges for the prosecution thereof John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras

Second Term 1810

Paper Plaint for an assault
filed 14th July 1809
W.

Madras to Wit Gietana Costa by Daniel Neale his Attorney Complains of Edward Mackay and George Fanthorne who are respectively British Subjects and as such Subject to the jurisdiction of this Honorable Court For that the said Edward and George on the first day of March in the Year of our Lord One Thousand eight hundred and Nine with Force of Arms, Swords, Staves, Sticks and Fists made an Assault on the said Gietana Costa at Negapatam to wit at Madras and then and there beat, bruised, wounded and ill treated the said Gietana Costa insomuch that his Life was then and there thereby greatly despaired of and other wrongs to him the said Gietana Costa then and there did against the Peace of our Lord the now King and to the said Gietana Costa his damage of One thousand Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the First Term of the Year one thousand eight hundred and Ten in the said Supreme Court of Judicature at Madras unto which Term the said Edward and George had leave to imparl to the said Plaint and then to Answer the same came as well the said Gietana Costa by his said Attorney as the said Edward and George by their said Attorney, and the said Edward and George Defend the wrong and injury when &c and say that they are not guilty of the Assault above laid to their charge in manner and form as the said Gietana Costa hath above thereof Complained

Imparlance

Plea filed 7th
February 1810
W.

Complained against them and of this they put themselves upon
the Court &c—
And the said Gaetana Costa doth
Same Joined
the like—
Afterwards that is to say on the Seventeenth
day of February in the First Term in the Year of this
Lord One Thousand Eight hundred and
Justices of the Court here came the Parties aforesaid
and the said Justices having examined and
considered the several Allegations of the said Parties
and the Depositions of Witnesses in regard thereto—
It appeared to the Court that the said Edward
Judgment signed for the Plaintiff 7th February 1810
Mackay is not Guilty of the Trespass and Assault
in the said Plaint of the said Gaetana Costa alledged
against him— and that the Assault in the said Plaint
of the said Gaetana Costa is fully proved as
against the said George Fanthorne— and that the said
George Fanthorne did make an Assault upon the
said Gaetana Costa, and did at the said time
and place in the said Plaint mentioned beat
bruise wound and ill treat the said Gaetana
Costa in Manner and form as the said Gaetana
Costa hath in his said Plaint in that behalf
alledged

Rep

alledged. Therefore it is considered that the said Guitana
Costa recover against the said George Fanthorne for his
Damages sustained by him by reason of the Ir
Premisses besides his Costs and Charges by him laid
out about his Suit in this behalf One hundred &
Pagodas and for those Costs and Charges One
hundred and Thirteen Pagodas and Twenty four
Fanams by the Court here adjudged to the said
Guitana Costa and with his assent and the said
Mercy George Fanthorne in Mercy &c

1848

Assd. Ocbr. 1810

Second Term 1810

Pleas before the Honble Sir Thomas Andrew Skynge Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras at the Second Term in the Year of the Second Term in the Year one thousand Eight Hundred and Ten. —

Fort St George } Philip Marcora Cheriman puts in his plea Thomas
Madras ss } Disney his Attorney against David Marcora Cheriman in a
Plea of Debt —

Fort St George } The said David Marcora Cheriman puts in his non
Madras ss } person at the Suit of the said Philip Marcora Cheriman
in the Plea aforesaid. —

Fort St George } Be it Remembered that in the Vacation after the Fourth
Madras ss } Term in the Year of our Lord One Thousand Eight
Hundred and Ten before the Supreme Court of Judicature at Madras came Philip Marcora Cheriman by Thomas Disney his Attorney and brought into the said Court then there his certain Plaint against David Marcora Cheriman in a Plea of Debt and then and there 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 Debt
£ 2000
filed 19. January
1808 –

Fort St George Madras ss Philip Marcara
Cherimman of Madras Inhabitant by Power
Disney his Attorney complains of David Marcara
Cherimman an Armenian Inhabitant of Madras,
and as such liable to the jurisdiction of this Honble
Court of a Plea that he render to him the said
Philip Marcara Cherimman Four Thousand Star
Pagodas, which he the said David Marcara Cherimman
owes to and unjustly detains from him. For that
Whereas the said David Marcara heretofore to wit on the
first day of June in the Year One Thousand eight hundred
and three at Madras aforesaid by his certain Writing
Obligatory Sealed with the Seal of the said David
Marcara, and to the Court now here Shewn the date
whereof is on the day and Year aforesaid acknowledged him-
-self to be held and firmly bound unto the said Philip
Marcara in the Penal Sum of Four Thousand Star
Pagodas to be paid to the said Philip Marcara when he
should be thereunto afterwards requested Yet the said
David Marcara although often Requested to pay the same
hath not yet paid the said Sum of Four Thousand
Star Pagodas or any part thereof to

the

Second Term 1810

to the said Philip Marcara, but to pay the same or any part
thereof, he the said David Marcara hath hitherto wholly
refused and still refuses so to do, to the said Philip
Marcara his damage of One hundred Star Pagodas and
therefore he brings his Suit &c.

And now in this Second Term, in the Year
One thousand eight hundred and ten, that is to say on the
twenty first day of March to which day was given as well
to the said Philip Marcara Cheriman as to the said
Marcara Cheriman to inform the Court of the premises
came before the Court the said Philip Marcara Cheriman
by his Attorney aforesaid, and the said David Marcara
Cheriman although solemnly demanded came not to
Answer nor did he say any thing in bar or prevention of the
said action of the said Philip Marcara Cheriman whereby
the said Philip Marcara Cheriman remains therein
undefended against the said David Marcara Cheriman.

Judgment for the Plaintiff on a Verdict for the Debt

And afterwards to wit on the fourth day of April in this
same Term, the Justices of the said Court having heard
the Allegations of the said Philip Marcara Cheriman &
and examined the truth thereof and duly considered the
evidence produced on the part of the said Philip Marcara
Cheriman in support of his said Allegations say, that the

Said

said Writing Obligatory in the said Plaint mentioned is the
Deed of the said David Marcara Cheriman in manner and
form as the said Philip Marcara Cheriman hath in his
said Plaint in that behalf thereof alledged. Therefore it is
considered that the said Philip Marcara Cheriman do recover
against the said David Marcara Cheriman his said debt
and also One hundred and twenty four Pagodas and nine
Fanams 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 this behalf expended by the Court
now here adjudged to the said Philip Marcara Cheriman and
with his assent. And the said David Marcara
Cheriman in Mercy &c.

Judgment signed for the Plaintiff on the 13th April 1810 — Mr

Mercy

And thereupon the said Philip Marcara
Cheriman by his said Attorney prays the writ of our
Lord the King of Capture ad Satisfaciendum to be
directed to the Sheriff of Madras Commanding him
to take the body of the said David Marcara
Cheriman to satisfy the said Philip Marcara
Cheriman of Three thousand three hundred and
Seventy Pagodas and forty three Fanams for debt which the
said Philip Marcara Cheriman recovered against
the said David Marcara Cheriman and also One
hundred and twenty four Pagodas and Nine Fanams
adjudged

Second Term 1810

adjudged to the said Philip Marrare Clearman for his damages which he had sustained as well on occasion of the detention of the said debt as for his Costs and Charge by him about his Suit in that behalf Expended - and it is granted unto him, returnable here on the Twenty Seventh day of April Inst. -

Writ of Ca. Sa. issued on the 13th day of April 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Sessions in the Year one Thousand Eight hundred & ten and Ten. —

Madras ss. Soondaroo Krishnasawmy Brahmany puts in his place & Robert Orme his Attorney against Rottegadengoo Appawsawmy Modelly in a Plea of Debt. —

Madras ss. The said Rottegadengoo Appawsawmy Modelly puts in his place William Light his Attorney at the Suit of the said Soondaroo Krishnasawmy Brahmany in the Plea aforesaid. —

Madras ss. Be it Remembered that on the Twentieth after the Second Sessions in the Year of our Lord One Thousand eight Hundred and ten before the Supreme Court of Judicature at Madras came Soondaroo Krishnasawmy Brahmany by Robert Orme his Attorney & brought into the said Court then there his certain Plaint against Rottegadengoo Appawsawmy Modelly in a Plea of debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which Plaint following in these words that is to say

Madras

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Plaintiffs debt
filed 16th April
1810 – J.W.

Madras ss Gruntoor Kistnasawmy Branmy by
Robert Orme his Attorney complains of Rottegadangoo
Appasawmy Modelly being an Hindoo Inhabitant of
Madras and as such subject to the Jurisdiction of this Honorable
Court of a Plea that he render to the said Gruntoor
Kistnasawmy Branmy One Thousand five hundred
and forty Star Pagodas of the Current money of Madras
which he owes to and unjustly detains from him &c
That Whereas the said Rottagadangoo Appasawmy Modelly
on the eighth day of January in the year one thousand eight
hundred and ten to wit at Madras aforesaid by his certain
writing Obligatory sealed with the Seal of the said Rottas
-gadangoo Appasawmy Modelly and to the Court here now shewn &
the date whereof is on the day and Year aforesaid &
acknowledged himself to be there and there held and
firmly bound unto the said Gruntoor Kistnasawmy
Branmy in the penal Sum of One thousand five
hundred and forty Star Pagodas to be paid to the said Gruntoor
Kistnasawmy Branmy. when he the said Rottagadangoo
Appasawmy Modelly should be thereunto afterwards required
Yet the said Rottagadangoo Appasawmy Modelly although
often requested &c hath not paid the said Sum of One
Thousand five hundred and forty Star Pagodas above
demanded or any part thereof to the said Gruntoor Kistna
-sawmy Branmy But to pay the same or any part thereof to the
said Gruntoor Kistnasawmy Branmy he the said Rotta
-gadangoo Appasawmy Modelly hath hitherto altogether refused

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Vide 44

and still take reprise So the said Gantoor Kistnasawmy Branning his
Damage of One hundred Pagodas and therefore he brings Suit &c.

And the said Rottegadangoo Appasawmy Modelly
by William Light his Attorney comes and defends the wrong
and injury when &c. and says nothing in bar or preclusion
of the said action of the said Gantoor Kistnasawmy Branning
by which the said Gantoor Kistnasawmy Branning
ought to have and ought not to have his aforesaid Writ
against the said Rottegadangoo
Appasawmy Modelly undefended. Wherefore it is considered that the said
Gantoor Kistnasawmy Branning recover against the said Rotte-
gadangoo Appasawmy Modelly his said Debt and his
Forty One Pagodas and Seventy Fanams for his damages
which he the said sustained as well by occasion of the
detaining the said debt as for his Costs and Charges by
him about his Suit in this behalf expended by the
Court here adjudged to the said Gantoor Kistnasawmy
Branning by his Assent and the said Rottegadangoo
Appasawmy Modelly in Mercy &c.

And thereupon the said Gantoor Kistnasawmy
Branning by his said 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 Rottegadangoo Appasawmy Modelly within
the jurisdiction of the said Court by distress and if it be
Necessary

Necessary by Sale thereof the Sum of Seven hundred and Ninety four Star Pagodas and five Fanams for debt, which the said Cantoor Kistnadasswmy Branmy recovered against the said Rottagadangee Appadorayy Modely and also forty one Pagodas and twenty Fanams adjudged to the said Cantoor Kistnadasswmy Branmy 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 &c unto him Returnable here on the Seventh day of May next. —

Writ of Fi. Fa. issued on the 16. day of April 1810

1810

Judgment Roll

2nd Term

Section 5.

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one Thousand eight Hundred and Ten.

Madras ss Writ Sallah Latchmamma puts in her place Daniel Neale her Attorney against Goontoory Seetaurauniah in a Plea of Trespass on the Case. —

Madras ss Writ The said Goontoory Seetaurauniah in his own proper person at the Suit of the said Sallah Latchmamma in the Plea aforesaid. —

Madras ss Writ Be it Remembered that in the Fourth Term in the Year of our Lord one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Sallah Latchmamma by Daniel Neale her Attorney and brought into the said Court then there her certain Plaint against Goontoory Seetaurauniah 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

V. B.

Plaint in assumpsit
filed 6th Sept 1808

Madras to Wit. Sallah Latchumamma by Daniel Neale her Attorney Complains of Goorroory Seetaumah-=miah who is a Hindoo Inhabitant of Madras and as such a Person subject to the jurisdiction of this Honorable Court of a Plea of Trespass on the Case. For that Whereas heretofore to wit on the Fifth day of July in the year of Christ One Thousand Eight hundred and two at Madras the said Goorroory Seetaumaniah according to the Gentoo Language purporting to be and Commonly called a Bond his own proper hand being thereunto subscribed and bearing date the Twenty fourth day of Poonduby year & corresponding with the day and year of Christ aforesaid, and there and there delivered the same instrument in writing to the said Sallah Latchumamma by which said Instrument in writing the said Goorroory Seetaumaniah acknowledged that on the day of the making thereof he had in consequence of his urgent occasion borrowed and received of the said Sallah Latchumamma the Sum of One thousand three hundred and Seventy Star Pagodas, three Seventy four Cash Current Money of Madras, and did thereby engage to repay the same Sum in the Space of Four years with all such Interest as should or might become due thereon at the rate of Ten and a half Per Cent Per Annum. By virtue whereof and according to the said Custom of such Hindoos the said Goorroory Seetaumaniah became liable to pay to the said Sallah Latchumamma the said Sum of Money in the said Instrument in writing

No 15

writing specified according to the tenor and effect of the said
Instrument in writing - And being so liable the said
Goontoory Seetaurawmiah in consideration thereof afterwards
to wit on the same day and year aforesaid at Madras
undertook and then and there faithfully promised the
said Sallah Lutchmanawmiah to pay her the said Sum of
Money in the said Instrument in writing specified
according to the tenor and effect of the said Instrument
in writing And Whereas afterwards to wit on the
said fifth day of July in the year of Christ One
Thousand Eight hundred and two aforesaid at Madras
aforesaid the said Goontoory Seetaurawmiah according
to the said Custom of such Hindoos made his certain
other instrument in writing in the Gentoo Language
purporting to be and commonly called a Bond his
own proper hand being thereunto subscribed and
bearing date the said Twenty fourth Day of December
year corresponding with the day and year of Christ
aforesaid and then and there delivered the same
Instrument in writing last mentioned to the said
Sallah Lutchmanawmiah by which said Instrument
in writing last mentioned the said Goontoory
Seetaurawmiah (by the Name of Goontoory Seetaurawmiah)
acknowledged that on the day of the making thereof
he had in consequence of his urgent occasion
borrowed

borrowed and received of the said Sullah Lutchumanna
(by the name of Sullah Lutchumanah) the Sum
of Four hundred and Five Star Pagodas forty two Fanams
and Sixty Cash Current Money of Madras, and did thereby
engage to pay the same Sum at the Rate of Two Pagodas
Per months commencing from the Month of Courtage
or November By means of which Instrument in writing
last mentioned and according to the aforesaid Condition of
such Bandoo the said Goantoo Sectaveeriah became
liable to pay to the said Sullah Lutchumanna the said
Sum of Money in the said last mentioned Instrument
in writing specified according to tenor and effect of the
said Instrument in writing last mentioned And being
so liable the said Goantoory Sectaveeriah in Con-
sideration thereof afterwards to wit on the above
day and Year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said
Sullah Lutchumanna to pay him the said Sum of
Money in the said last mentioned Instrument in
writing specified according to the tenor and effect
of the said Instrument in writing last mentioned
And Whereas the said Goantoory Sectaveera-
-miah afterwards to wit on the fifteenth day of July
in the year of Christ One thousand Eight hundred

and Eight at Madras aforesaid was indebted to the
said Sallah Lutchamanna for the Sum of Three
Thousand Star Pagodas of the lawful Current Money
of Madras, for Money by the said Sallah Lutchamanna
-na before that time lent and advanced to the said
Goontoory Sectaumaumiah and at Their especial instance
and request. And being so indebted the said Goontoory
Sectaumaumiah 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 Sallah Lutchamanna
to pay her the said last mentioned Sum of Money
when he the said Goontoory Sectaumaumiah should
there to afterwards requested. And whereas the
said Goontoory Sectaumaumiah afterwards to-
wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said Sallah
Lutchamanna in the further Sum of Three
Thousand Star Pagodas of the like lawful Current
Money of Madras, for Money by the said Sallah
Lutchamanna before that time laid out and expended
for the said Goontoory Sectaumaumiah and at his like special
instance and request. And being so indebted the said Goontoory
Sectaumaumiah in consideration thereof afterwards to wit on

the

the same Day and Year last aforesaid at Madras aforesaid undertook and there and there faithfully promised the said Sallah Lutchmamma to pay her the said last mentioned Sum of Money when he the said Goantoory Sectaumamiah should be thereto afterwards requested. And Whereas also the said Goantoory Sectaumamiah afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid was indebted to the said Sallah Lutchmamma in the further Sum of Three thousand Star Pagodas of the like lawful Current Money of Madras for Money by the said Goantoory Sectaumamiah before that time had and received to the use of the said Sallah Lutchmamma And being so indebted the said Goantoory Sectaumamiah 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 Sallah Lutchmamma to pay her the said last mentioned Sum of Money when he the said Goantoory Sectaumamiah should be thereto afterwards requested. And Whereas the said Goantoory Sectaumamiah afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid accounted with the said Sallah Lutchmamma of and concerning divers other Sums of Money before that time due and owing from the said Goantoory Sectaumamiah to the said Sallah Lutchmamma and then being in arrear and unpaid and upon that accounting the said Goantoory Sectaumamiah was

there

then and there found to be in arrear and indebted to the said
Lallah Lutchmanamma in the further Sum of Three
thousand Star Pagodas of the like lawful Current Money
of Madras - And being so found in arrear and indebted
the said Grantoory Sectaramanniah 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 Lallah
Lutchmanamma to pay her the said last mentioned Sum of
Money when he the said Grantoory Sectaramaniah should
be thereto afterwards requested Yet the said Grantoory Sectara-
maniah not regarding his said several promises and
undertakings but by him in manner and form afore-
said made but contriving and fraudulently intending
craftily and subtilly to deceive and defraud the said
Lallah Lutchmanamma 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 Lallah Lutchmanamma but
(although) so to do the said Grantoory Sectaramaniah was
requested by the said Lallah Lutchmanamma aforesaid
to wit on the same day and year last aforesaid and afore
times afterwards) But to pay the same or any part thereof to the said
Lallah Lutchmanamma the said Grantoory Sectaramaniah
hath hitherto wholly refused and still doth refuse To the
damage of the said Lallah Lutchmanamma of Three thousand

Star

Second Term 1810

Bar Pagodas and therefore the bringe her said &c

Judgment for the Plaintiff on a Verdict & Demurrer

And the said Goordoory Lutchmeeah having by 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 Sallah Lutchmanna whereby the said Sallah Lutchmanna prayed Wherein was defended against the said Goordoory Seetumraumeah And by reason whereof a Day was given to the said Sallah Lutchmanna & thereupon she should come before the Court and with her said Plaint and Suit.

And afterwards (that is to say) on the Thirtieth day of March in this Second Term in the Year of Christ One thousand Eight hundred and Ten his a day further given to the said Sallah Lutchmanna in this behalf) Comes the said Sallah Lutchmanna by her said Attorney and alledges and proves to the Court the Matters of her said Plaint and the Justices of this Court having heard Examined and Considered the Allegations of the said Sallah Lutchmanna and the Depositions of the Witnesses adduced by her have pronounced that the said Goordoory Seetumraumeah did undertake and promise in manner and form as the said Sallah Lutchmanna hath above thereof Complained against him.

And now at this day comes the said Sallah Lutchmanna by her said Attorney and Prays the Judgment of the Court & and upon the premises and the Justices of this Court having Affixed the damages

Costs

Pr. 15.

sustained by the said Sellah Lutchmanna by reason of
the non performance by the said Gontoory Seetanna[illegible]
of his several promises and undertakings in the Plaint
mentioned to the Sum of Three Thousand one hundred
and Six Pagodas twelve Fanams & 55 Cash over and besides
the Costs and Charges of the said Sellah Lutchmanna
by her about her Suit in this behalf expended It is
Considered and adjudged that the said Sellah Lut-
chmanna do recover against the said Gontoory
Seetanna[illegible] her damages aforesaid to the Sum
Sum of Three thousand one hundred and Six Pa-
Twelve Fanams & 55 Cash And that the said Gon-
toory Seetanna[illegible] pay to the said Sellah Lut-
chmanna for her said Costs and Charges the Sum
Sum of One hundred and Seventy three Pagodas
& one Fanam which damages Costs and Charges Ac-
Account to Three thousand two hundred and Seven-
Nine Pagodas 13 Fanams & 55 Cash And the said Gontoory
Seetanna[illegible] in Mercy &c.

Mercy

And Thereupon the said Sellah Lutchmanna
by her said 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
Gontoory Seetanna[illegible] to Satisfy the said Sellah Lut-
chmanna of Three thousand two hundred and
Seventy Nine Pagodas thirteen fanams and fifty five
Cash

Pr. Bo

Writ of Ca. ad. Sa. issued against the Defendant on the 16th April 1810

Cash which the said Lallah Lutchmanmoora Tevaroo against the said Goortoory Settaurnamiah for damages sustained as well by Reason of the Non performance of certain Agreements and undertakings lately made by the said Goortoory Settaurnamiah to the said Lallah Lutchmanmoora as for her Costs and Charges by her about her said Suit as aforesaid and it is granted unto her Returnable here on the Twenty third day of April Next.

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras for the second Term in the Year one thousand Eight hundred and Ten.

Madras to Wit

Soobbarroya Pelly gent in his proper person Attorney against Woosaine Bahoo Saib in a Plea of Trespass on the Case.

Madras to Wit

The said Woosaine Bahoo Saib in his own proper person Attorney against the said Soobbaroya Pelly in the Plea aforesaid.

Madras to Wit

But Remembered that in the first Term in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras Soobbaroya Pelly by Daniel Neale his Attorney brought into the said Court then there his certain Plaint against Woosaine Bahoo Saib in a Plea of Trespass on the Case and there in Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followeth in these Words that is to Say

Madras

Second Session 1810

Captain Mountfort
vs
Woodaire Baboo
Feby 11th 1810

Madras (to wit) Soobbaraya Pilley by David Hill his Attorney Complains of Woodaire Baboo late of Madras a Mahommedan Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court For that Whereas heretofore to wit on the twenty sixth day of March in the year of Christ One Thousand Eight hundred and Eight at Madras the said Woodaire Baboo did execute to the said Soobbaraya of such Mahommedans made a certain instrument in writing in the Malabar Language purporting to be a Bond for the 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 Soobbaraya Whereby the said Woodaire Baboo did (by the Name and addition of Woodaire Baboo late of Sowcarpettah) acknowledge that in consequence of his urgent wants he had on the day of the date of the same instrument borrowed and received of the said Soobbaraya the Sum of Four hundred and Thirty Star Pagodas Current Money of Madras and engaged to repay to the said Soobbaraya (by the Name and addition of Soobbaraya Pilley Son of Mandavarayen Mudelpilley of Madras) the same on or before the fifth day of April then next with such interest as should or might become due thereon at the rate of twelve per Cent per Annum By reason of and according to the condition aforesaid of such Bond the said Woodaire Baboo [illegible]

said Soobbarayer the said Sum of Money in the said
instrument in writing specified according to the tenor and
effect of the same instrument in writing and being so
liable the said Woodaree Bahoo Saib on consideration
thereof afterwards to wit on the said twenty fourth day of
March in the Year aforesaid at Madras aforesaid under-
took and there faithfully promised the said
Soobbarayer 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 Woodaree Bahoo Saib after-
wards to wit on the first day of January in the Year
of Christ One thousand Eight hundred and Ten at
Madras aforesaid was indebted to the said Soobbarayer in the
Sum of five hundred Star Pagodas of the lawful Coin of
Money of Madras for Money by the said Soobbarayer before that
time lent and advanced to the said Woodaree Bahoo
Saib at his special instance and request and being so
indebted the said Woodaree Bahoo Saib in consideration
thereof afterwards to wit on the day and Year last
aforesaid at Madras aforesaid undertook and there
and there faithfully promised the said Soobbarayer
to pay him the said last Mentioned Sum of
Money when he the said Woodaree Bahoo Saib
should be thereto afterwards requested And Whereas
the said Woodaree Bahoo Saib afterwards to wit on

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the same day and Year last aforesaid at Madras aforesaid now Dd with the said Subbarayen of and concerning divers other Sums of Money before that time due and owing from the said Woodane Bahoo Saib to the said Subbarayen and then being in arrear and unpaid upon which accounting the said Woodane Bahoo Saib was then and there found to be in arrear and indebted to the said Subbarayen in the further Sum of Five hundred Star Pagodas of like Standard Current Money of Madras. And being so found in arrear and indebted the said Woodane Bahoo Saib 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 Subbarayen to pay him the said last mentioned Sum of Money when he the said Woodane Bahoo Saib should be thereto afterwards requested. Yet the said Woodane Bahoo Saib not regarding his said Second promise and undertakings so by him in manner and form aforesaid made and contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Subbarayen 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 Subbarayen although to the said Woodane Bahoo Saib was requested by the said Subbarayen 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 Subbarayen the said Woodane Bahoo Saib hath hitherto wholly refused and still doth refuse To the damage of the said Subbarayen of

Five

Five hundred Star Pagodas and therefore he brings &c
his Suit &c.

And the said Woosaree Bahoo Saib having come in his
own person defended the wrong and injury where &c and said &c
nothing in bar or preclusion of the said Action of the said Subbaroya
Pilly whereby the said Subbaroya Pilly remained thereupon
ed against the said Woosaree Bahoo Saib And by reason whereof
a day was given to the said Subbaroya Pilly whereupon he the said
came before the Court and severally his said Plaint and Suit

At which day being the twenty ninth day of March in
this Second Term in the Year One Thousand Eight hundred and
Ten comes the said Subbaroya Pilly by his said Attorney that he
alleges and proves to the Court the Matters of his said Plaint
And the Justices of this Court having heard examined and
considered the Allegations of the said Subbaroya Pilly &
the depositions of the Witnesses Adduced by him have &
pronounced that the said Woosaree Bahoo Saib did
undertake and promise in manner and form as the
said Subbaroya Pilly both above thereof complained
against him.

And now at this day comes the said Subbaroya
Pilly by his said Attorney and prays the Judgment of the
Court of and upon the premises And the Justices of
this Court having agreed in damages sustained
by the said Subbaroya Pilly by occasion of the Non

Performance

Nonperformance by the said Woodane Baboo Saib of his several promises and Undertakings in the Plaint mentioned at the Sum of Two hundred and eighty Six Pagodas and eighteen Fanams over and besides the Costs and Charges of the said Subbaroya Pilly by him about his Suit in this behalf expended It is Considered and Adjudged that the said Subbaroya Pilly recover against the said Woodane Baboo Saib his damages aforesaid & to the said Sum of Two hundred and eighty Six Pagodas and eighteen Fanams And that the said Woodane Baboo Saib pay to the said Subbaroya Pilly for his said Costs and Charges the Sum of One hundred and twenty eight Pagodas & five Fanams Which damages Costs and Charges Amount in the whole to Four hundred and fourteen Pagodas & twenty three Fanams And the said Woodane Baboo Saib in Mercy &c

merey

And thereupon the said Subbaroya Pilly by his said 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 Woodane Baboo Saib to Satisfy the said Subbaroya Pilly of Four hundred and fourteen Pagodas

&c

Pagodas and Twenty three fanams which the said Sobbaroya Pilly recovered against the said Woosane Baboo Said for damages sustained as well by reason of the Non performance of Certain promises and undertakings lately made by the said Woosane Baboo Said to the said Sobbaroya Pilly as for his Costs and Charges by him about his Said suit in that behalf expended - and it is granted unto them Returnable here on the 16th. day of April Next.

a Writ of Ca. ad Sa. issued ag.st the Defend.t 16th April 1810.

Second Term 1810

Plead before the Honble Sir Thomas Andrews Stange Knight, Chief Justice of his Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one Thousand eight Hundred and Ten —

Madras ss. Thomas Cockburn (William) Harrington Nathaniel Edward Kindersley Henry Burnaby and Henry Hames Harrington Executors named in the Last Will and Testament of Alexander Cockburn deceased sued in their proper Robert Dyce their Attorney against James Dobbin in a Plea of Trespass on the Case.

Madras ss. The said James Dobbin puts in his place William Light his Attorney at the suit of the said Thomas Cockburn Nathaniel Edward Kindersley William Harrington Henry Burnaby and Henry Hames Harrington Executors as aforesaid in the Plea aforesaid.

Madras ss. Be it remembered that on of the Fourth Term in the 2 Year of our Lord One Thousand eight Hundred and Ten before the Supreme Court of Judicature at Madras came Thomas Cockburn Nathaniel Edward Kindersley (William) Henry Burnaby and Henry Hames Harrington Executors as aforesaid by Robert Dyce their Attorney and brought into the said Court their Bill against James Dobbin 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 Declaration filed 29th January 1810

Madras ss Thomas Cockburn Nathaniel Edward Ravenscroft Henderson William Harington Henry Burnaby and Henry Hames Harington Executors named in the Last Will and Testament of Alexander Cockburn deceased by Robert Orme their Attorney Complain of James Dobbin being a British Subject and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said James on the first day of October in the year of our Lord One Thousand eight hundred and nine to wit at Madras aforesaid was indebted to the said Thomas Nathaniel Edward William Henry and Henry Hames as Executors as aforesaid in the Sum of Two Thousand Star Pagodas of the Current money of Madras for so much money by the said James before that time had and received to and for the use of the said Thomas Nathaniel Edward William Henry and Henry Hames as Executors as aforesaid and being so indebted the he said James 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 Nathaniel Edward William Henry and Henry Hames as such Executors as aforesaid to pay them the said Sum of Money when he the said James should be thereunto afterwards requested And Whereas also the said James afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Thomas Nathaniel Edward William Henry and Henry Hames as such Executors as aforesaid of and Concerning divers other Sums of Money before that time due and owing from the said James to the said Thomas Nathaniel Edward William Henry and Henry Hames

Pd 17

Hawes as such Executors as aforesaid and there being in ar-
rear and unpaid and upon that accounting the said Hawes
was then and there found to be in arrear and indebted to the
said Thomas Nathaniel Edward William Henry and Henry
Hawes as such Executors as aforesaid in the further sum
of Two Thousand Star Pagodas of like Current Money and
being so found in arrear and indebted he the said Hawes
and Yeo aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Thomas
Nathaniel Edward William Henry and Henry Hawes
as such Executors as aforesaid to pay them the said Sum
of money when he the said Hawes should be thereunto re-
afterwards requested Yet the said Hawes 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
to deceive and defraud the said Thomas Nathaniel Ed-
ward William Henry and Henry Hawes as such Ex-
Executors as aforesaid in this behalf hath not yet paid
the said Several Sums of money or either of them or any
part thereof to the said Thomas Nathaniel Edward Wil-
liam Henry and Henry Hawes as Executors as aforesaid or
any of them (although to do so to do he the said Hawes
was requested by the said Thomas Nathaniel Ed-
ward William Henry and Henry Hawes as such Executors as
aforesaid

as aforesaid to wit on the same day and Year aforesaid and
now afterwards to wit the Madras aforesaid but the said
Thomas to pay the same or any part thereof to the said Thomas
Nathaniel Edward William Henry and Henry Hawes or to any
of them but hitherto wholly refused and still do refuse So the
Damage of the said Thomas Nathaniel Edward William Henry
and Henry Hawes as such Executors as aforesaid of Two Thousand
Pounds and therefore they bring Suit &c. And they the Henry
into Court here the Letters Testamentary of the said
Cockburn deceased whereby it fully appears that the said
Thomas Nathaniel Edward William Henry and Henry
Hawes are Executors of the last Will and Testament of the
said Alexander Cockburn deceased and have Administration
thereof

Judgment by Confession

And Now at this day that is to say on the Fourth
third day of March in this same Term the said James
comes and says that he cannot deny the said Action of the
said Thomas, Nathaniel Edward William Henry, and Henry Hawes,
nor but that he the said James did undertake and promise
in manner and
Edward, William, Henry, and Henry Hawes, as such
Executors as aforesaid have above thereof complained
against him nor but that they the said Thomas, Nathaniel,
Edward, William, Henry, and Henry Hawes,
as such Executors as aforesaid have sustained Damages by
occasion of the non performance of the said several promises
and undertakings to Two Thousand Pounds as they the
said Thomas, Nathaniel, Edward, William, Henry, and
Henry Hawes, as such Executors as aforesaid above

Vide 17

above in their said Plaint surpposed and thereupon the said Thomas, Nathaniel, Edward, William, Henry and Henry Hanes, pray that the said Damages be acknowledged together with their Expences and Costs laid out by them about their suit in this behalf may be adjudged to them &c. Therefore it is considered that the said Thomas, Nathaniel, Edward, William, Henry and Henry Hanes, as such Executors as aforesaid recover against the said their Damages aforesaid so by them in form aforesaid acknowledged and also Fifty one Pagodas, and thirty four Fanams, for their Costs and Charges by the Court here adjudged to the said Thomas, Nathaniel, Edward, William, Henry, and Henry Hanes, by their assent which said Damages in the whole Amount to Two Hundred and fifty one Pagodas, and thirty four Fanams and the said Fanams, in Mercy &c.

Judgment signed for the Plaintiffs the 3d day of May 1810

By Court

mercy

41 10

Second Term 1810.

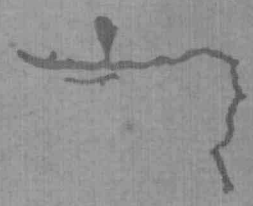
Rolls before the Honble Sir Thomas Andrew Strange Knight Chief Justice of his Majesty's Supreme Court of Judicature at Madras of the 2d Second Term in the Year one thousand eight hundred & and Ten. —

Madras ss. Arthur Stock gent. in his place Robert Orme his Attorney against Annasawmy Pillay in a Plea of Debt.

Madras ss. The said Annasawmy Pillay in his own proper person at the Suit of the said Arthur Stock in the Plea aforesaid. —

Madras ss. Be it Remembered that As of the Second Term in the Year of our Lord One thousand eight hundred and nine before the Supreme Court of Judicature at Madras came Arthur Stock by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Annasawmy Pillay in a Plea of Debt — and there ind Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras —





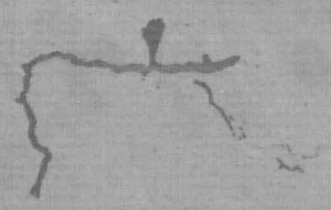
of 6

1810

Judgment Roll

2nd Term

Section 6



Plaint in debt
filed 11 July 1809

Madras ss Arthur Stock by Robert Orme his Attorney Complains of Armandarvony Pillay late an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Arthur Seven hundred and fifteen Star Pagodas and Nineteen fanams of the Current Money of Madras which he the said Armandarvony Pillay owes to and unjustly detains from the said Arthur For that Whereas the said Armandarvony Pillay heretofore to wit on the same day of April in the Year one thousand eight hundred and eight at Madras aforesaid by his certain Writing Obligatory Sealed with the Seal of the said Armandarvony Pillay and to the Court here now shewn the date whereof is on the day and year aforesaid acknowledged himself to be then and there held and severally bound unto the said Arthur by the Name and description of Lieutenant Arthur Stock Secretary to the Male Asylum in the penal Sum of Seven hundred and Fifteen Star Pagodas and Nineteen fanams of good and lawful Current Money of Madras to be paid to the said Arthur as Secretary to the said Male asylum or to his Successors to the said office of Secretary when he the said Armandarvony Pillay should be thereunto afterwards requested Yet the said Armandarvony Pillay altho often requested hath not paid the said Sum of Seven hundred and fifteen Star Pagodas and Nineteen fanams above demanded or any part thereof to the said Arthur as such Secretary as aforesaid

W. B.

aforesaid or to his Successor to the said Office of Secretary But to pay the same or any part thereof to the said Arthur as such Secretary as aforesaid or to his Successor to the said Office of Secretary he the said Annandawny Pillay hath hitherto wholly & refused and still doth refuse To the said Arthur his Damage of One hundred Pagodas and therefore he brings Suit

Capias

And now in this Second Term in the one thousand Eight hundred and Ten That is to say on the Twenty sixth day of March to which day was given as well to the said Arthur as to the said Annadawny Pillay and the said Annadawny Pillay says nothing in bar or preclusion of the said Action of the said Arthur by which the said Arthur remains thereon undefended against the said Annadawny Pillay afterwards the said Court having heard the Allegations of the said Arthur and examined & duly considered the evidence produced on the part of the said Arthur by the said Writing Obligatory in the Plaint Mentioned is the Deed of the said Annadawny Pillay as the said Arthur hath in his said Plaint in that behalf therein alledged Whereupon it is Considered that the said Arthur against the said Annadawny Pillay his Debt and also one hundred and fifty Pagodas

Judgment signed for the Plaintiff the 2d day of May 1810
L Williams
Secy Pro Tem

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Pagodas and Nine Fanams for his Costs and Charges by the Court now here adjudged to the said Arthur by his Assent and the said Annaswamy Pillay in Custody Mercy &c.

Mercy

And thereupon the said Arthur by his said Attorney prays the writ of our Lord the King 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 Annauswamy Pillay within the jurisdiction of this Court by Seizure and if it be Necessary by Sale — thereof the Sum of Four hundred and Sixteen Pagodas and Nine Fanams for debt, which the said Arthur recovered against the said Annauswamy and also — One hundred and fifty three Pagodas and Nine — fanams adjudged to the said Arthur 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 eighteenth day of July next. —

W. 18.

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year One Thousand Eight hundred and Ten.

Madras to Wit. James Kilgour puts in his place Gilbert Ricketts his Attorney against William Hogg in a Plea of Trespass on the Case.

Madras to Wit. The said William Hogg puts in his place William Leight his Attorney at the Suit of the said James Kilgour in the Plea aforesaid.

Madras to Wit. Be it Remembered that on the fourteenth day of July as of the Second Term in the Year of our Lord One Thousand eight Hundred and Nine before the Supreme Court of Judicature at Madras came James Kilgour by Gilbert Ricketts his 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

Madras to Wit James Kilgour by Gilbert Puckle his Attorney Complains of William Hogg being an Inhabitant of Madras and as such a person liable to the Jurisdiction of This Honorable Court in a Plea of Trespass on the Ca For that Whereas the said William heretofore to wit on the Twenty Ninth day of September in the Year of our Lord one Thousand Eight hundred and [illegible] 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 Four Months after date the said William promised to pay to the said James by the name and addition of J Kilgour Esq or order the Sum of Four hundred and Sixty six Star two Fanams and fifteen Cash for Value Rece Europe Goods with interest at the rate of twelve per Cent per Annum after two Months and there delivered of which said several premises and by force of the Statute in such case made and provided the said William became liable to pay to the said James the said Sum of money in the said Note mentioned with interest at the rate aforesaid according to the tenor and effect of the said note and being so liable he the said William in consideration thereof afterwards to wit on the same day and year aforesaid

No. 10

aforesaid at Madras aforesaid undertook and to the said James
Farrer then and there faithfully promised to pay him the
the said Sum of money in the said Note mentioned
with interest at the rate aforesaid according to the tenor
and effect of the said note And Whereas also the said
William afterwards to wit on the same day and Year
aforesaid at Madras aforesaid made his Certain other
Note in Writing commonly called a Promissory Note his
own proper hand being thereto subscribed bearing date
the same day and Year aforesaid and thereby six months
after date the said William promised to pay to the
said James (by the name and addition of Wilson
Esq.) or order the Sum of Four hundred and Sixty
Six Star Pagodas Thirty two Fanams and Fifteen
Cash for value received in Europe Goods with interest at
twelve per Cent per annum after two Months and
then and there delivered the said last mentioned Note
to the said James whereby and by reason of which said
several last Mentioned Premises and by force of the
Statute in such case made and provided the said
William became liable to pay to the said James
the said Sum of Money in the said last mentioned
Note specified with interest at the rate aforesaid
according to the tenor and effect of the said last
mentioned Note and being so liable he the said
William

No. 19

William 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 Sum of Money in the said last
mentioned Note Specified with interest at the rate aforesaid
according to the tenor and effect of the said last mentioned Note.
And Whereas also the said William afterwards to wit on the
same Day and year aforesaid at Madras aforesaid made his
certain other note in writing commonly called a Promissory Note
his own proper hand being thereto subscribed bearing date
the same day and year aforesaid and thereby Eight Months
after date the said William promised to pay to the said
(by the name and addition of J. Kilgour Esq.) or ord
of Four hundred and Sixty six Star Pagodas thirty
and fifteen Cash for Value Received in Europe
interest at twelve per Cent per Annum after Same
then and there delivered the said last mentioned Note to the
said James whereby and by reason of which said
became liable on such case made and provided the said William
last mentioned Note Specified with interest as aforesaid
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 to the said
James then and there faithfully promised to pay the
the said Sum of Money in the said last mentioned note
specified

No 10

specified with interest at the rate aforesaid according to the tenor
and effect of the said last mentioned Note And whereas
also the said William afterwards to wit on the first day of
June in the Year of our Lord One Thousand Eight Hu-
dred and Nine at Madras aforesaid was indebted
to the said James in other Sum of Two Thousand Pa-
godas Currentmoney of Madras for divers goods, wares, and
Merchandizes by the said James before that time sold and
delivered to the said William and at his special instance and
request and being so indebted he 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 James to pay him
the said last mentioned Sum of money 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 James at the like special instance and request of the
said William had before that time sold and delivered
to the said William divers other goods, wares and
merchandizes he the said William then and there undertook
and faithfully promised the said James 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 William as aforesaid were reasonably
worth when he the said William should be thereto
afterwards requested and the said James avers
that the goods wares and Merchandizes last mentioned
at the time of the sale and delivery there to the said

William

William as aforesaid were reasonably worth other Sum
of Two thousand Star Pagodas Current money aforesaid
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 also the said William
afterwards, to wit on the same day and year last aforesaid
said at Madras aforesaid owed indebted to the said
James in other Sum of Two thousand Star Pagodas
of like Current money of Madras for so much money
by the said James before that time laid out expended
and paid for the said William and at his special
instance and request and being so indebted he the
said William in consideration thereof aforesaid
on the same day and year last aforesaid at
aforesaid undertook and then and there faithfully
the said James to pay him the said last mentioned
Sum of Money when he the said William
thereunto afterwards requested. And whereas also the
said William afterwards, to wit on the same day and
year last aforesaid at Madras aforesaid was indebted
to the said James in other Sum of Two thousand Star
Pagodas of like Current Money of Madras for so much
money by the said William before that time had
and received to the use of the said James and being
so indebted he 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 James to

Pay

pay him the said last mentioned Sum of Money when he the said William should be thereunto afterwards requested. And whereas also the said William afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said James of and concerning divers other Sums of money before that time due and owing from the said William to the said James and then being in arrear and so found and upon that accounting the said William was then and there found to be in arrear and indebted to the said James in the further Sum of Two Thousand Star Pagodas of like Current money of Madras. And being so found in arrear and indebted he 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 James to pay him 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 but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said James 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 James although so to do to be the said William afterwards requested by the said James 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 James the said William hath hitherto wholly refused and still doth refuse to the damage of the said James

Wm Hy

Second Term 1810

of Two Thousand Star Pagodas and therefore he brings &
his Suit &c.

And now in this Fourth Term in the Year aforesaid that is to say on the Fourth day of September whereon the said William had Leave to imparl to the said Plaint and then to Answer the same &c. came as well the said James by his Attorney aforesaid as the said William by Wm Light his Att. and injury when &c. and says that he cannot deny the said Action of the said James nor but that he the said William did undertake and promise in manner and form as the said James hath above thereof Complained against him nor but that the said James hath sustained damage occasion of the not performing of the several promises in the said Plaint mentioned to the damage of One Seven Hundred and Ninety three Pagodas forty and Seventy two Cash/ parcel of the damages by the said Plaint suppposed over and above his costs and charges by him about his suit in this behalf expended which upon the said James prays Judgment for the damages aforesaid confessed and for his said costs and charges Therefore it is considered that the said James do recover against the said William his damages aforesaid to the said sum of One Thousand Seven Hundred and Ninety three Pagodas forty two Fanams and Seventy two Cash and also Seventy six Pagodas for his said costs and charges by the Court here adjudged to the said James and with his assent which said damages costs and charges in the whole amount to the sum

Thousand Eight hundred and Sixty Nine Pagodas forty two
Fanams and Seventy two Cash and the said William is
Mercy in Mercy &c.

And thereupon the said James by his
said 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 Goods, Lands, Debts and other Effects
Real and personal of the said William within
the jurisdiction of this Court by Seizure and if
it be Necessary by Sale thereof the Sum of
One Thousand Eight hundred and Sixty
Nine Pagodas forty two Fanams and Seventy
two Cash which the said James Recovered
against the said William for damages which
he hath sustained as well by Occasion of
the Non performance of Certain promises
and undertakings lately made by the said
William to the said James as for Costs
and Charges by him about his Suit in that
behalf

Vide 19

Writ of Fi: Fa. issued on the 3d May 1810

behalf expended And it is granted unto him &c
returnable here on the Fourth day of June Next &c

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one Thousand Eight Hundred and Ten. —

Madras to Wit. Paulavenkum Veerasawmy Naick puts in his place Daniel Neale his Attorney against Charles Michael Angello in a Plea of Trespass on the Case. —

Madras to Wit. The said Charles Michael Angello puts in his place William Light his Attorney at the Suit of the said Paulavenkum Veerasawmy Naick in the Plea aforesaid. —

Madras to Wit. Be it Remembered that as of the Third Term in the Year of our Lord one Thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Veerasawmy Naick his Attorney and brought into the said Court then there his certain Plaint against Charles Michael Angello 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.

Second Term 1810

Plaint in a promissory note filed 15th August 1809

Madras to wit Paulawarkaurn Veerasawmy Naick by Daniel Neale his Attorney Complains of Charles Michael Angello who is a British Subject and as such a person Amenable to the Jurisdiction of this Honorable Court For that Whereas on the twenty first day of February in the year of Christ One Thousand Eight hundred and Nine at Madras the said Charles Michael Angello Making Certain Note in Writing Commonly Called a promissory Note his proper hand being thereunto Subscribed and bearing date the day and year aforesaid And then and there delivered the same Note to the said Veerasawmy Whereby the said Charles Michael Angello Acknowledged that he had borrowed and received of the said Veerasawmy the Sum of One hundred Star Pagodas and promised to pay the same Sum with Interest at Twelve per Cent per annum in One Month from the date thereof As by the same relieved and by force of the Statute in such Case Made and provided the said Charles Michael Angello became liable to pay to the said Veerasawmy 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 Charles Michael Angello in Consideration thereof Afterwards to wit on the day and year aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Veerasawmy 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 Charles Michael Angello afterwards to wit on the Fifteenth day of July in the year of Christ One Thousand Eight hundred and Nine at Madras aforesaid

Pro

No 20

was indebted to the said Veerasawmy in the Sume of Three
hundred Star Pagodas of the Lawful Current Money of Madras
for Money by the said Veerasawmy before that time lent and
Advanced to the said Charles Michael Angello and at the Spe-
cial instance and Request and being so indebted the
said Charles Michael Angello in Consideration thereof
afterwards to wit on the day and year last aforesaid at
Madras aforesaid undertook and then and there faith-
fully promised the said Veerasawmy to pay him the
said last Sum of Money when he the said Charles
Michael Angello should be thereto afterwards requested
And Whereas the said Charles Michael Angello after-
wards to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said Veera-
sawmy of and concerning divers other Sums of Money
before that time due and owing from the said
Charles Michel Angello to the said Veerasawmy and
then being in arrear and unpaid upon which accounting
the said Charles Michael Angello was then and there
found in arrear and indebted to the said Veerasawmy
in the further Sum of Three hundred Star Pagodas of
the Chuckeraiful Current Money of Madras and being so
found in arrear and indebted the said Charles Michael
Angello 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 Veerasawmy to pay him the said last Mentioned
Sum of Money when he the said Charles Michael
Angello should be thereto afterwards requested Yet the said
Charles

Charles Michael Angello 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 Veerasawmy in this & behalf hath not yet paid the said several Sums of Money & any or either of them or any part thereof to the said Veerasawmy although so to do to the said Charles Michael Angello was & requested by the said Veerasawmy 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 Veerasawmy the said Charles Michael Angello hath hitherto wholly refused and still doth refuse & the damage of the said Veerasawmy of Three Hundred & Star Pagodas and therefore he brings his Suit &c.

imparlance

And afterwards to wit in the first Term of the Year one Thousand eight hundred and ten, in the said Supreme Court of Judicature at Madras, until which Term the said Charles Michael Angello had leave to imparl to the said Plaint and then to answer the same came as well the said & Pantavanthiem Veerasawmy Naick by his said Attorney as the said Charles Michael Angello by his said Attorney and the 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 P. Veerasawmy Naick hath above thereof Complained against him & and of this he puts himself upon the Court &c.

Rec'd filed 3d February 1810

Issue Joined

And the said P. Veerasawmy Naick doth the like.

And afterwards for the trial of the issue in this Suit

No 20.

aforesaid joined a day was given to the Parties whereupon they should Come before the Court at which day being the Fourth day of April in this Second Term One thousand Eight hundred and Ten Come the Parties aforesaid by their respective Attornies aforesaid and the Justices of this Court having heard Examined and Considered the Allegations of the said Parties and the depositions of the Witnesses produced by them have pronounced that the said Charles Michael Angello did undertake and promise in Manner and form as the said Pandavanthum Veerasawmy Naick hath above thereof Complained against him And the said Justices have assessed the damages Sustained by the said Pandavanthum Veerasawmy Naick by Occasion of the Non-performance by the said Charles Michael Angello of his several promises and undertakings in the Plaint Mentioned at the Sum of One hundred and Fourteen Pagodas and Six fanams over and above the Costs and Charges of the said Pandavanthum Veerasawmy Naick by him about his Suit in this behalf expended

It is therefore Considered and Ajudged that the said Pandavanthum Veerasawmy Naick recover against the said Charles Michael Angello his damages aforesaid to the said Sum of One hundred and Fourteen Pagodas and Six fanams and that the said Charles Michael Angello pay unto the said Pandavanthum Veerasawmy Naick for his said Costs and Charges the Sum of One hundred and Fifty Seven Pagodas and five fanams which damages Costs and Charges Amount to

Judgment signed for the Plaintiff the 5th day of May 1810 — Williams Dy Prothy

W. 20

Charles Michael Angello 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 Veerasawmy 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 Veerasawmy although so to do the said Charles Michael Angello was & requested by the said Veerasawmy 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 Veerasawmy the said Charles Michael Angello hath hitherto wholly refused and still doth refuse & the damage of the said Veerasawmy of Three Hundred & Star Pagodas and therefore he brings his Suit &c.

impertinence

And afterwards to wit in the first Term of the Year one Thousand eight hundred and ten in the said Supreme Court of Judicature at Madras until which Term the said Charles Michael Angello had leave to imparl to the said Plaint and then to Answer the same came as well the said P. Paulaveadtheen Veerasawmy Naick by his said Attorney as the said Charles Michael Angello by his said Attorney and the 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 P. Veerasawmy Naick hath above thereof complained against him & and of this he puts himself upon the Court &c.

Rec.d filed 2.d February 1810

And the said P. Veerasawmy Naick doth the like.

Issue Joined

And afterwards for the trial of the issue in this said

No. 20.

aforesaid joined a day was given to the Parties whereupon they should come before the Court at which day being the Fourth day of April in this Second Term One thousand Eight hundred and Ten come the Parties aforesaid by their respective Attornies aforesaid and the Justices of this Court having heard Examined and Considered the Allegations of the said Parties and the depositions of the Witnesses produced have pronounced that the said Charles Michael Angello did undertake and promise in Manner and form as the said Pandavanhem Veerasawmy Naick hath above thereof Complained against him And the said Justices have assessed the damages Sustained by the said Pandavanhem Veerasawmy Naick by Occasion of the Non-performance by the said Charles Michael Angello of his several promises and undertakings in the Paid Mentioned at the Sum of One hundred and Fourteen Pagodas and Six fanams over and above the Costs and Charges of the said Pandavanhem Veerasawmy Naick by him about his Suit in this behalf expended

It is therefore Considered and Adjudged that the said Pandavanhem Veerasawmy Naick recover against the said Charles Michael Angello his damages aforesaid to the said Sum of One hundred and Fourteen Pagodas and Six fanams and that the said Charles Michael Angello pay unto the said Pandavanhem Veerasawmy Naick for his said Costs and Charges the Sum of One hundred and Fifty Seven Pagodas and five fanams Which damages Costs and Charges Amount to

Judgment signed upon the Plaintiff the 2. day of May 1810 — Williams Dy Prothy

W. 20

Mercy

to Two Hundred and Seventy One Pagodas and Eleven Fanams
and the said Charles Michael Angelo ind. Mirby &c.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice of his Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand Eight hundred and Ten. —

Madras to Wit. Pauty Streeramloo Naig puts in his place Daniel Neale his Attorney against Goday Condaloo Naig in a Plea of Debt. —

Madras to Wit The said Goday Condaloo Naig in his own person at the Suit of the said Pauty Streeramloo Naig in the Plea aforesaid. —

Madras to Wit Be it Remembered that on the Nineteenth day of January in the Year of Christ One thousand Eight hundred and Ten as of the Fourth Term in the Year of our Lord one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Pauty Streeramloo Naig by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Goday Condaloo Naig 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

Plaint in Debt
fo 20 No 19. January
1810

Madras to wit. Pauly Streeramloo Naig by Daniel Neale
his Attorney Complains of Poday Condaloo Naig 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 Condaloo render
to the said Streeramloo One thousand and Seven hundred Star
Pagodas of the Lawful Current Money of Madras which the said
Condaloo owes to and detains from the said Streeramloo For
that Whereas heretofore to wit on the twenty third day of October
in the Year of Christ One Thousand Eight hundred and
Nine at Madras the said Condaloo by his certain writing &
obligatory Sealed with his Seal and to the Court here now &
Shewn & the date whereof is the day and year aforesaid &
acknowledged himself to be held and firmly bound to the
Streeramloo in the said One Thousand and Seven hundred &
Star Pagodas To be paid to the said Streeramloo when he
the said Condaloo should be thereto afterwards requested,
yet the said Condaloo although often requested & hath
not paid the said One Thousand and Seven hundred 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 Streeramloo of Ten Star
Pagodas and therefore he brings his Suit &c.

And the said Poday Condaloo Naig having come
by William Light his Attorney defended the Wrong and
and injury when &c and said Nothing in Bar or preclusion
of the said Action of the said Pauly Streeramloo Naig. Where-
by the said Pauly Streeramloo Naig remained thereon &
undefended against the said Poday Condaloo Naig. And

by

W. 21.

Second Term 1810

by Reason whereof a day was given to the said Party Streevamloo Naig Whereupon he should come before the Court and verify his said Plaint and Suit.

At which day being the Twenty Sixth day of March in this Second Term One thousand Eight hundred and Ten comes the said Party Streevamloo Naig by his said Attorney and alleges and proves to the Court the Matters of his said Plaint And the Justices of this Court having heard Examined and considered the Allegations of the said Party Streevamloo Naig and the Depositions of the Witnesses produced by him have pronounced that the said Writing Obligatory in the said Plaint of the said Party Streevamloo mentioned is the Deed of the said Godey Condaloo Naig and that the said Godey Condaloo Naig ought to and detain from the said Party Streevamloo Naig the said One thousand and Seven Hundred and Ninety Dollars above demanded in Manner and Form as the said Party Streevamloo Naig hath above thereof complained against him.

And now at this day comes the said Party Streevamloo Naig by his said Attorney and prays Judgment for his said debt and for his Costs and Charges laid out by him about his Suit in this behalf.

It is therefore considered and adjudged that the said Party Streevamloo Naig recover against the said Godey Condaloo Naig his said debt And that the said Godey Condaloo Naig pay to the said Party Streevamloo Naig for his Costs and Charges laid out by him about his Suit in this behalf the Sum of One Hundred and Twelve

1810.

Judgment Roll

Second Term

Section 1.

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twelve Pagodas and Thirty three fanams - And the said
Godey Condaloo Nairy in Mercy &c

Second Term 1810

Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand Eight hundred and Ten.—

Madras to Wit— Govindoo Jagannauda Coroo puts in his place Daniel Neale his Attorney against Salam Patnool Gaudapady Kernatnaina Chitty in a Plea of Trespass on the Case.—

Madras to Wit— The said Salam Patnool Gaudapady Kernatnaina Chitty in his own person at the Suit of the said Govindoo Jagannauda Coroo 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 Nine before the Supreme Court of Judicature at Madras came Govindoo Jagannauda Coroo by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Salam Patnool Gaudapady Kernatnaina 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 followed in these words that is to say

Madras

Plaintiff's assumpsit filed 15th February 1809 - Gt.

Madras to Wit. Govindoo Jagavanda Corea by his Attorney David Neale his Attorney complains of Salaare Pattrow Gaudapady Kennatnama Chetty who is an Hindoo Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honorable Court For that Whereas on the twenty eighth day of November in the year of Christ One Thousand Eight hundred and Eight at Madras the said Kennatnama according to the customs of such Hindoos made his certain instrument in writing in the Malabar language purporting to be a Bond this proper hand being thereunto subscribed and bearing date the Eighteenth Canadega of Shove year corresponding with the day and year of Christ aforesaid, and then there delivered the same Instrument in writing to the said Govindoo Jagavanda Corea by which said Instrument in writing the said Kennatnama acknowledged that on the day of the making thereof he did in consequence of his urgent occasion borrowed and received of the said Govindoo Jagavanda Corea the Sum of one hundred and fifty Star Pagodas Current Money of Madras and engaged to repay to the said Govindoo Jagavanda Corea the same Sum on or before the Thirtieth Maungaly or tenth day of January with all such Interest as should or might become due thereon at the rate of twelve per Cent per annum

annum By means whereof and according to the custom &c
aforesaid of such Kindom the said Kerustnama &c
became liable to pay to the said Govindoo Jagannauda
Cooa the said Sum of Money in the said Instru-
ment in writing specified according to the tenor and
effect of the said Instrument in writing And being so liable
the said Kerustnama in consideration thereof afterwards to
wit on the same twenty Eighth day of November in the
year of Christ One Thousand Eight hundred and Eight
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Govindoo Jagannauda
Cooa to pay him the said Sum of Money in the said
Instrument in writing specified according to the tenor &c
and effect of the said Instrument in writing And
Whereas afterwards to wit on the first day of February in
the Year of Christ One Thousand Eight Hundred and
Nine at Madras aforesaid the said Kerustnama
was indebted to the said Govindoo Jagannauda Cooa
in the Sum of four hundred Star Pagodas of the &c
lawful Current Money of Madras for Money by the
said Govindoo Jagannauda Cooa before that time &c
lent and advanced to the said Kerustnama and
at his special instance and request And being &c
so indebted the said Kerustnama in consideration
thereof afterwards to wit on the same day and year
last

last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Govindoo Jagannauda Cone to pay him the said last mentioned Sum of Money when the said Ramachenama should be thereto afterwards requested And Whereas the said Ramachenama afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Govindoo Jagannauda Cone of and concerning other Sums of Money before that time due and owing from the said Ramachenama to the said Govindoo Jagannauda Cone and then being in arrear and unpaid upon which accounting the said Ramachenama was then and there found to be in arrear and indebted to the said Govindoo Jagannauda Cone in the further Sum of five hundred Star Pagodas of Lawful Current Money of Madras. And being so found in arrear and indebted the said Ramachenama in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then faithfully promised the said Govindoo Jagannauda Cone to pay him the said last mentioned Sum of Money when the said Ramachenama should be thereto afterwards requested And yet the said Ramachenama 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 Govindoo Jagannauda

Cone

Coroo on this behalf hath not yet paid the said Second Seuva
of Money or any or either of them or any part thereof to the
said Govindoo Jagannauda Coroo Wherefore do to do the
said Recordatorra was requested by the said Govindoo
Jagannauda Coroo aforesaid to wit on the same day and
year last aforesaid and oftentimes afterwards at Madras—
said Govindoo Jagannauda Coroo the said Recordatorra
hath hitherto wholly refused and still doth refuse to the
damage of the said Govindoo Jagannauda Coroo of Four
Hundred Star Pagodas and Therefore he brings his Suit &c—

And the said Solum Patroal Gundapody
Recordatorra Chitty having come by Thomas Perry his Attorney
defended the Wrong and injury when &c. And said nothing
in bar or preclusion of the said Action of the said Govindoo
Govindoo Jagannauda Coroo Whereby the said Govindoo
Jagannauda Coroo remained thereon undefended against
the said Solum Patroal Gundapody Recordatorra
Chitty. And by Reason whereof a day was given to the
said Govindoo Jagannauda Coroo whereupon he should come
before this Court And verify his said Plaint And did

At which day being the twenty eighth day of
March in this Second Term One thousand Eight
hundred and Ten came the said Govindoo Jagannau
da Coroo by his said Attorney And alleged and de
fended the Wrongs of his said Plaint

And

W. JJ

And the Justices of this Court having heard examined and Considered the allegations of the said Govindoo Jagannauda Corro And the depositions of the Witnesses adduced by him do have pronounced that the said Salampatteal Goundapody Kernatnanna Chitty did undertake and promise in Manner and form as the said Govindoo Jagannauda Corro hath above & thereof Complained against him

Decree Pfrd

And it appearing to this Court that the said Govindoo Jagannauda Corro hath sustained damage by occasion of the Non performance by the said Salampatteal Kernatnanna Chitty of his Seveal Promises and Undertakings in the Plaint Mentioned to the Sum of One hundred and Seventy five Pagodas and twenty six fanams over and besides his Costs and Charges by him about his Suit in this behalf expended and Considered and Adjudged that the said Govindoo Jagannauda Corro recover against the said Salampatteal Goundapody Kernatnanna Chitty his damages aforesaid to the said Sum of One hundred and Seventy five Pagodas and twenty six Fanams And that the said Salampatteal Goundapody Kernatnanna Chitty pay to the said Govindoo Jagannauda Corro for his said Costs and Charges the Sum of One hundred and fourteen Pagodas and twelve fanams Which damages Costs and Charges Amount to Two hundred and eighty Nine Pagodas

Judgment signed the 5th day of May 1810 - John Hilliard Dy Chy

And

and thirty eight Lanarns And the said Salem patrol
Landspody Reconstruame Schultz in Mercy &c

150 Second Term 1810

Plead before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year One thousand Eight Hundred and Ten.

Madras to Wit. Addapully Ramasawmy Chitty puts in his place Daniel Neale his attorney against Gopaul Chitty and Cupasawmy Moodelly in a Plea of Trespass on the Case.

Madras to Wit. The said Gopaul Chitty and Cupasawmy Moodelly in their own Proper Persons at the suit of the said Addapully Ramasawmy 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 Nine before the Supreme Court of Judicature at Madras came Addapully Ramasawmy Chitty by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Gopaul Chitty and Cupasawmy Moodelly in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Plaint in Assumpsit
filed 22d. March
1809

Madras to Wit Addapilly Ramanarrany Chitty by
Daniel Neale his attorney Complains of Gopaul Chitty and
Cyadanarrany Maudelly who are respectively Hindoo Inhabit-
ants of Madras and therefore subject to the Jurisdiction of this
Honorable Court For that Whereas the said Gopaul and
Cyadanarrany heretofore to wit on the twenty fifth day of De-
cember in the Year of our Lord One Thousand eight Hun-
dred and eight to wit at Madras were indebted to the
said Addapilly Ramanarrany in the Sum of One Hundred
Star Pagodas Lawful Current Money of Madras for
Money by the said Gopaul and Cyadanarrany before that
time had and received to the use of the said Addapilly
Ramanarrany And being so indebted they the said Gopaul
and Cyadanarrany in consideration thereof afterwards to wit
on the same day and year aforesaid at Madras
aforesaid undertook and then and there faithfully Pro-
promised the said Addapilly Ramanarrany to pay
him the said last mentioned Sum of Money whenever by
the said Gopaul and Cyadanarrany should be there
afterwards requested And Whereas the said Gopaul
and Cyadanarrany afterwards to wit on the same day and
year aforesaid at Madras aforesaid Accounted with the
said Addapilly Ramanarrany of and concerning
sundry other Sums of Money before that time due
and owing from the said Gopaul and Cyadanarrany to the
said Addapilly Ramanarrany and then being so
arrear and unpaid upon which accounting the said
Gopaul and Cyadanarrany were then and there found to be
in arrear and indebted to the said Addapilly Ramanarrany

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in the further Sum of One thousand Star Pagodas of like lawful Current Money of Madras And being so Soundon in arrear and indebted the said Gopaul and Eyadanoony 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 Addapully Ramasawmy to pay him the said last mentioned Sum of Money when they the said Gopaul and Eyadanoony should be thereto afterwards requested Yet the said Gopaul and Eyadanoony not regarding the 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 Addapully Ramasawmy 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 Addapully Ramasawmy although so to do they the said Gopaul and Eyadanoony were requested by the said Addapully Ramasawmy 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 Addapully Ramasawmy they the said Gopaul and Eyadanoony 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 Addapully Ramasawmy of One thousand Star Pagodas and therefore he brings his Suit &c.

And the said Gopaul Chetty and Eyadanoony Mudaly having

Fred Clarke

having Come by their Attorney defended the Wrong and Injury
when &c and said Nothing in Bar or Preclusion of the said
Action of the said Addapully Ramasawmy Whereby the said
Addapully Ramasawmy remained Thereon Undefended &c
against the said Gopaul and Cye Sawmy and by Reason
whereof a day was given to the said Addapully Rama-
sawmy Whereupon he should Come before the Court to
verify his said Plaint and Suit.—

At which day being the Twenty fourth day of
March in this Second Term One Thousand Eight hundred
and Ten Comes the said Addapully Ramasawmy by his
said Attorney and Alleges and proves to the Court the
Matters of his said Plaint and the Justices of this Court
having heard Examined and Considered the Allegations
of the said Addapully Ramasawmy And the Depositions
of the Witnesses Adduced by him have pronounced that the
said Gopaul and Cye Sawmy did undertake and Promise
in Manner and Form as the said Addapully Rama-
sawmy both above thereof Complained against them.—

And Now at this day Comes the said Addapully
Ramasawmy by his said Attorney And prays the
Judgment of the Court of and upon the Premises and
the Justices of this Court having Proved the Damages
Sustained by the said Addapully Ramasawmy by
Occasion of the Non performance by the said Gopaul and
Cye Sawmy of their Several Promises and Undertakings

to

Judgment signed for the Plaintiff the 5th May 1810 — John Williams Pr Proxy

in the Plaint Mentioned at the Sum of Four Hundred and Nine Pagodas and Nineteen Fanams over and besides the Costs and Charges of the said Addapully Ramasawmy by him about his Suit in that behalf Expended It is Considered and Adjudged that the said Addapully Ramasawmy Recover against the said Gopaul and Ega Sawmy his Damages aforesaid to the said Sum of Four hundred and Nine Pagodas and Nineteen Fanams and that the said Gopaul and Ega Sawmy pay to the said Addapully Ramasawmy the Sum and Costs and Charges the Sum of One Hundred and Eighteen Pagodas and one Fanam Which Damages Costs and Charges Amount in the Whole to Five hundred And Twenty Seven Pagodas and twenty Fanams and the said Gopaul and Ega Sawmy on Mercy &c. —

mercy

Rules before the Honble Sir Thomas Andrews Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of Our Lord One Thousand Eight hundred and Ten. —

Madras to Wit — Timothy Godfrille gent: in his place Gilbert Pickett his Attorney against Jonathan Shrewsbut in a Plea of Trespass on the Case. —

Madras to Wit — The said Jonathan Shrewsbut in his own person at the Suit of the said Timothy Godfrille 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 Ten before the Supreme Court of Judicature at Madras came the said Timothy Godfrille by Gilbert Pickett his Attorney and brought into the said Court then there his certain Plaint against Jonathan Shrewsbut of in a Plea of Trespass on the Case, and therein are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras. —

Registrs Entries filed 28th March 1810 -

Madras to Wit Timothy Goodtitle by Gilbert Richetts his Attorney complains of Jonathan Stewabout being a British Subject and as such a person liable to the Jurisdiction of this or Honorable Court in a Plea of Trespass and Ejectment For that Whereas Mary Moath Pelley heretofore to wit on the first day of September in the Year of our Lord One thousand Eight hundred and Nine had demised granted and to farm let out to the said Timothy Five Messuages with the Outhouses and Appurtenances thereto belonging Fifty Cottages Fifty other Buildings and Fifty Acres of Land with the Appurtenances thereunto belonging situate lying and being at Paracannattoo within the limits fixed for the Jurisdiction of this Honorable Court To have and to hold the same Premises with the appurtenances aforesaid to the said Timothy and his assigns from the said first day of September in the year last 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 Timothy entered into the said premises with the Appurtenances and was possessed thereof until the said Jonathan afterwards to wit on the Second day of September in the Year last aforesaid with force and Arms &c. entered on the premises aforesaid with the appurtenances in the possession of the said Timothy and then and there ejected drove out and amoved the said Timothy from his said farm his said term therein not being yet ended and from thence

Timothy

Timothy do grated drove out and amoved hath kept out and
still doth keep from his possession thereof and also
injuries to him the said Timothy then and there did and
against the Peace of our Lord the King and to the damage
of the said Timothy of Five Hundred Pounds Sterling and
therefore he brings his Suit &c.

And now in this Second Term in the Year of Christ one
thousand Eight hundred and Ten that is to say on the Fourth
day of April in that Year aforesaid which day the said Jonathan
had leave to imparl to the said Plaint and then to answer
the same came as well the said Timothy by his Attorney
aforesaid as the said Jonathan in his 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 against the
said Jonathan his said Term yet to come of and in
the Tenements aforesaid with the appurtenances and also
his damages sustained by reason of the Trespass and
Ejectment aforesaid and thereupon the said Timothy
freely here in Court remits to the said Jonathan all such
damages costs and Charges as ought or ought to be
adjudged to him the said Timothy by reason of the
Trespass and Ejectment aforesaid Therefore let the said
Jonathan be acquitted of those damages costs and Charges

Judgment signed
5th May 1810.

No. 24

&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 Tenements aforesaid with the appurtenances and it is granted to him.—

Pleas before the Honble Sir
Andrew Strange Knight Chief
of his Majestys Supreme
Judicature at Madras of the
Term in the Year one T
eight hundred and Ten

Madras to Wit. John Doe on the demise of Ebullakrishnah Ch
puts in his place Gilbert Ricketts his Attorney against
Roe in a Plea of Trespass on the Case. -

Madras to Wit. The said Richard Roe in his own person c
of the said John Doe in the Plea aforesaid

Madras to Wit. Be it Remembered that in the First Te
Year of our Lord One thousand eight h
Ten before the Supreme Court of Judicature
come John Doe by Gilbert Ricketts his
and brought into the said Court then there
certain Plaint against Richard Roe in
Plea of Trespass on the Case, and there are
prosecution to wit John Doe and Richar
which said Plaint follows in these words

Madras

Richm Pocteaux
filed 17th February
1810 - WP

Madras to wit. John Doe by Gilbert Richetts his Attorney complains of Richard Roe being a British subject and as such a person liable to the Jurisdiction of this Honourable Court in a Plea of Trespass and Ejectment For that Whereas Chellakistna Pearning heretofore to wit on the First day of January in the Year of our Lord One Thousand Eight hundred and Ten had demised granted and to farm let unto the said John Five Messuages with the out houses and appurtenances thereto belonging - Fifty Cottages Fifty other Buildings and fifty Acres of Land with the appurtenances thereto belonging situate lying and being at Pedda Naicken Pillah in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honorable Court To have and to hold the same premises with the Appurtenances unto the said John and his Assigns from the said aforesaid to the 31st day of January in the year last aforesaid for and during and unto the full end and Term of five years from thence next ensueing and fully to be complete 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 Second day of January in the year last aforesaid with force and arms &c. entered on the premises aforesaid with the appurtenances in the possession of the said John and there and there Seated drove out and removed the said John from his said Farm his said Term therein not being yet ended and Chellakistna Pearning drove out and removed him the said John do Seated and still doth keep from his possession thereof and other injuries to him the said John then and there did against the Peace of our Lord the

the King and to the damage of the said John of Two hundred Star Pagodas and therefore he brings his Suit &c.

Judgment against the Caveat & Ejector 27. March 1810

AND now in this Second Term in the Year of Christ One Thousand Eight hundred and Ten that is to say on the Twenty Seventh day of March in that year untill which day the said Richard had leave to imparl to the said Plaint 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 thereon undefended against the said Richard Therefore it is considered that the said John the said Richard his said Term yet to the Tenements aforesaid with the Appurtenances his damages sustained by reason of the Ejectment aforesaid and thereupon the said John in Court remits to the said Richard all such 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 Tenements aforesaid with the Appurtenances and it is granted to him.

No. 25.

1840

Judgment Roll

Second Term

Section 3

Second Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one Thousand eight hundred and Ten. -

Madras to Wit. Mayla Chaliappa Mudeliar prays in his person Daniel Neale his Attorney against Pedda Chenchoo in a Plea of Debt. -

Madras to Wit The said Pedda Chenchoo in his own person of the said Mayla Chaliappa Mudeliar in the Plea aforesaid. -

Madras to Wit Be it Remembered that in the Term the Second in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Mayla Chaliappa Mudeliar by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Pedda Chenchoo 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

W. 26.

Plaintiff in debt
filed 25th Oct.r
1809.

Madras (to Wit) Myla Cholinappa Mooddeliar by
David Neale his Attorney complains of Pedda Chenchoo
who is a Gentoo Inhabitant of Madras and as such a
Person subject to the Jurisdiction of this Honorable
Court of a Plea that the said Pedda Chenchoo
render to the said Cholinappa Six Thousand One
hundred and Sixty four Star Pagodas Thirteen
Fanams and Twenty Cash of the Current Money
of Madras which the said Pedda Chenchoo owes
to and detains from the said Cholinappa For
that Whereas heretofore to wit on the Sixth day
of January in the Year of Christ One Thousand
Eight hundred and Three at Madras the said
Pedda Chenchoo by his certain Writing Obligatory
Sealed with his Seal and to the Court here now
shown (the date whereof is the day and year
aforesaid) acknowledged himself to be held and
firmly bound to the said Cholinappa in Three Thousand
and Eighty Two Star Pagodas Six Fanams and Fif-
fifty Cash To be paid to the said Cholinappa when
he the said Pedda Chenchoo should be thereto after-
wards requested By reason whereof an Action
accrued to the said Cholinappa to demand and
have of and from the said Pedda Chenchoo the

said

W. 26.

said Three Thousand and Eighty two Star Pagodas Six Fanams and Fifty Cash (part of the said Six Thousand One hundred and Fifty four Star Pagodas Thirteen Fanams and Fifty Cash above demanded) and for that afterwards viz on the said Sixth day of January in the Year aforesaid at Madras aforesaid the said Pedda Cherchoo and also One Vaity Veerabadra Chetty and One Chinna Cherchoo (who are now respectively deceased and of the said Pedda Cherchoo hath survived) by their certain Writing Obligatory sealed with their Seals and to the Court here now shewn (the Date whereof is the day and Year aforesaid) acknowledged themselves to be jointly and severally held and firmly bound to the said Cholinspa in Three Thousand and Fifty five Star Pagodas Six Fanams and Fifty Cash to be paid to the said Cholinspa when they the said Vaity Veerabadra Chetty Pedda Cherchoo and Chinna Cherchoo should be thereto afterwards requested. And the said Cholinspa in fact saith that the said Vaity Veerabadra Chetty Pedda Cherchoo and Chinna Cherchoo did not nor did any or either of them in their lives time of the said Vaity Veerabadra Chetty

No. 26.

Chetty and Chinna Chenchoo or ever the life time of the
Survivor of them pay to the said Cholingapa the said
last mentioned Sum of Five Thousand and Eighty
two Star Pagodas Six Fanams and Fifty Cash or any
part thereof - By reason Whereof an Action Is
accrued to the said Cholingapa to demand and have
of and from the said Pedda Chenchoo the said last
mentioned Sum of Three Thousand and Eighty two Star
Pagodas Six Fanams and Fifty Cash (residue of the said
Six Thousand One hundred and Sixty four Star Pagodas
Thirteen Fanams and Twenty Cash above demanded)
Yet the said Pedda Chenchoo (altho often requested) Doth
hath not paid the said Six Thousand One hundred
and Sixty four Star Pagodas Thirteen Fanams and
Twenty Cash above demanded or any part thereof But
he to pay the same hath hitherto altogether refused and
still doth refuse To the damage of the said Cholingapa of One
Thousand Star Pagodas and Therefore he brings his Suit &c.

And the said Pedda Chenchoo having Come in
his own Person Defended the prong and injury When &c and
Said Nothing in bar or preclusion of the said Action of the
said Myla Cholingapa Moodelliar Whereby the said Myla
Cholingapa Moodelliar remained Wholly undefended against the
said Pedda Chenchoo and by reason Whereof ordered Power
to the said Myla Cholingapa Moodelliar notwithstanding he should

Come

Came before the Court and verify his said Plaint and Writ
At which day being the fourth day of Sept last
this Second Term in the Year One thousand Eight hundred
and Ten Came the said Myla Scholiappa Modelliar by
his said Attorney and proves to the Court the Matters of the
said Plaint and the Justices of this Court having heard &
examined and Considered the Allegations of the said Myla
Scholiappa Modelliar and the depositions of the Witness
Adduced by him in that behalf have pronounced that the
said Writing Obligatory in the first Count of the said
Plaint of the said Myla Scholiappa Modelliar Mentioned is the
deed of the said Pedda Chenchoo and that the said Pedda
Chenchoo doth owe to and detain from the said Myla
Scholiappa Modelliar the Sum of Three Hundred and
Eighty two Star Pagodas Six Fanams and Fifty Cash in
the said first Count Mentioned being proved of the said
Sum Thousand One hundred and Sixty four Star Pagodas
Thirteen Fanams and Twenty Cash above demanded
And thereupon the said Myla
Scholiappa Modelliar relinquishing the residue of
the debt above demanded and all damages sustained
by Occasion of the detention of every part of the same
debt above demanded prays Judgment for the said
Three Thousand and Eighty two Star Pagodas Six Fanams
and Fifty Cash and for his Costs and Charges laid out &
by

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Judgment signed for the Plaintiff the 7th May 1810. John Williams Esq Clerk

by him or his Suit in this behalf

It is therefore Considered and Adjudged that the said Myla Cholliappa Modelliar recover against the said Pedda Chenchoo his said debt to the extent of the said Sum of Three Thousand and Eighty two Star Pagodas Six Fanams and Fifty Cash. And that the said Pedda Chenchoo pay to the said Myla Cholliappa Modelliar for his said Costs and Charges the Sum of One Hundred and Twenty six Pagodas and Nineteen Fanams and the said Pedda Chenchoo in Mercy &c.

Mercy

Second Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras at the Second Term in the Year One thousand eight hundred and Ten.—

Madras (to Wit) Covore Tirumaliappa Moodaliar Son and Successor to the Estate which was of Covore Subbaraya Moodaliar deceased puts in his place Daniel Neale his Attorney against Covore Comaroo Moodaliar in a Plea of Trespass on the Case

Madras (to Wit) The said Covore Comaroo Moodaliar in his own person Person at the Suit of the said Covore Tirumaliappa Moodaliar the Son and Successor aforesaid in the Plea aforesaid

Madras (to Wit) Be it Remembered that on the first Term in the Year of our Lord One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Covore Tirumaliappa Moodaliar by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Covore Comaroo Moodaliar 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

No 27.

1/4

Second Term 1810

Rawlins a plumpais
filed 25th February
1809 - JS

Madras (to wit) Cavore Veeraliappa Mudaliar
Son and Successor according to the Laws of the Gentoos &
the Estate which was of Cavore Soobbaroya Mudaliar
deceased at the time of the death of the said Cavore Soo
Soobbaroya Mudaliar who was a Gentoo Native of
India by David Neale his Attorney Complains of
Cavore Comaroo Mudaliar who is a Gentoo Inhabitant
of Madras and as such a person subject to the
jurisdiction of this Honorable Court That whereas
heretofore and in the life time of the said
Cavore Soobbaroya Mudaliar (to wit) on the Twenty
Ninth day of July in the Year of Christ One Thousand
Seven hundred and Ninety three at Madras the said
Comaroo according to the Gentoos of such Gentoos and
his certain Instrument in Writing in the Malabar
Language purporting to be and reasonably called a Bond
his proper hand being thereunto subscribed and bearing
the day and year aforesaid, and then and there delivered
the same Instrument in writing to the said Cavore
Soobbaroya Mudaliar by which said Instrument in
writing the said Comaroo acknowledged that on the day
of the making thereof he had in consequence of his urgent
occasion borrowed and received of the said Cavore
Soobbaroya Mudaliar the sum of Two Hundred Star
Pagodas Current Money of Madras and thereby engaged
& agreed to the said Cavore Soobbaroya Mudaliar his
Heirs or Assigns with all such Interest as should
or might become due thereon at the rate of Twelve
per

per Cent per Annum By means whereof and According to the
Custome aforesaid of such Kindom the said Covvane become
Liable to pay to the said Covvane Soobbaroya Moodaliar the
said Sume 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
Covvane 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 Covvane Soobbaroya Moodaliar in his life time to pay
him the said Sume 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 Covvane
afterwards and in the life time of the said Covvane Soobbaroya
Moodaliar to wit on the first day of September in the year of
Christ One thousand Seven hundred and Ninety three aforesd
at Madras aforesaid accounted with the said Covvane Soobbaroya
Moodaliar of and concerning divers other Sums of Money before
that time due and owing from the said Covvane to the said
Covvane Soobbaroya Moodaliar and then being in arrear and
unpaid upon which accounting the said Covvane was then and
and there found to be in arrear and indebted to the said Covvane
Soobaroya Moodaliar in the Sum of Five Hundred Star
Pagodas of the lawful Current Money of Madras And being so
found in arrear and indebted the said Covvane in Consider-
ation thereof afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Covvane Soobbaroya
Moodaliar in his life time to pay him the said last mentioned
Sum

Sum of Money whom he the said Comaroo should be thereto afterwards requested Yet the said Comaroo 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 Covore Soobroya Moodaliar in his life time and the said Tremaliappa Son and Successor as aforesaid in this behalf did not at any time in the life time of the said Covore Soobbaroya Moodaliar pay to the said Covore Soobbaroya Moodaliar and hath not paid to the said Tremaliappa the said Several Sums of Money or either of them or any part thereof although to pay the same the said Comaroo was requested by the said Covore Soobbaroya Moodaliar in his life time to wit on the day and year last aforesaid and by the said Tremaliappa Son and Successor as aforesaid on the Tenth day of January in the year of Christ One Thousand Eight Hundred and Nine and often times afterwards to wit at Madras aforesaid But to pay the same the said Comaroo hath hitherto altogether refused and doth refuse to pay the same to the said Tremaliappa Son and Successor as aforesaid And Whereas the said Comaroo afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Tremaliappa Son and Successor as aforesaid of and concerning divers Sums of Money before that time due and owing from the said Comaroo to the said Tremaliappa as such Son and Successor as aforesaid and thereby in arrear and unpaid upon which account the said Comaroo was then and there found to be in arrear and indebted to the said Tremaliappa in the further Sum of Five Hundred Star Pagodas of the lawful

Current

Currant Money of Madras And being so found in Arrear
and indebted the said Lowrooo in Consideration thereof after-
wards to wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there faithfully
promised the said Tremaliappa Low and Successor as-
aforesaid to pay him the said last mentioned Sum of
Money when he the said Lowrooo should be thereto afterwards
requested Yet the said Lowrooo not regarding his said promise
and undertaking so made by him in manner and form
aforesaid but contriving and fraudulently
intending craftily and subtilly to deceive and defraud
Tremaliappa Low and Successor as aforesaid in this behalf
hath not yet paid the said Sum of Money in the last
Count Mentioned or any part thereof to the said Tremaliappa
although he to do the said Lowrooo was requested by the
said Tremaliappa 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 Tremaliappa the said Lowrooo hath
hitherto wholly refused and still doth refuse To the damage
of the said Tremaliappa Low and Successor as aforesaid
and therefore he brings &c
his said &c

And the said Lowroo Lowrooo Modeliar 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 Lowroo Tremaliappa Modeliar
whereby the said Lowroo Tremaliappa Modeliar remained
thereon undefended against the said Lowroo Lowrooo

Modeliar

No 27.

Second Term 1810

Modeliar and by reason whereof a day was given to the said Cavoor Tremaliappa Modeliar whereupon he should come before the Court and Verify his said Plaint & and Suit.

Tried Ephraim

At which day being the Fourth day of April in this Second Term One thousand Eight hundred and Ten came the said Cavoor Tremaliappa Modeliar by his said Attorney and the Justices of this Court having heard examined And Considered the Allegations of the said Cavoor Tremaliappa Modeliar and the depositions of the Witnesses produced they have pronounced that the said Cavoor Cannaroo Modeliar did undertake and promise in Manner and Form as the said Cavoor Tremaliappa Modeliar hath above thereof Complained against him. And the said Justices have assessed the damages sustained by the said Cavoor Tremaliappa Modeliar as Successor to the Estate of the said Cavoor Sambarroya Modeliar deceased by Occasion of the Non performance by the said Cavoor Cannaroo Modeliar of his several promises and Undertakings in the Plaint & Mentioned to the Sum of Three Hundred and Six Pagodas and Twenty three Fanams over and besides the Costs and Charges of the said Cavoor Tremaliappa Modeliar by him about his Suit in this behalf Expended.

It is therefore Considered and Adjudged that the

Judgment Signed for the Plaintiff the 9. day of May 1810 John Williams Ch. Reg.

No. 27.

the said Covore Tramaliappa Modeliar recover against
the said Covore Comaroo Modeliar his damages &c
aforesaid to the said Sum of Three hundred and &c
Six pagodas and Twenty three fanams And that the said
Covore Comaroo Modeliar pay to the said Covore &c
Tramaliappa Modeliar for his said Costs and &c
Charged the Sum of One hundred and Forty Five &c
pagodas and four fanams Which Damages Costs and
Charges Amount to Four hundred and Fifty one pagodas
and Twenty seven fanams And the said Covore &c
Comaroo Modeliar in Mercy &c.

Mercy

1810

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Terme in the Year One Thousand eight hundred and Ten. —

Madras (to Wit) Poothippagary Soobbiar puts in his place Daniel Neale his Attorney against Vandalore Appauroo Pillay in a Plea of Trespass on the Case. —

Madras (to Wit) — The said Vandalore Appauroo Pillay puts in his place William Light his Attorney at the Suit of the said Poothippagary Soobbiar in the Plea aforesaid. —

Madras (to Wit) Be it Remembered that on the tenth day of March in the first Terme in the Year of our Lord One thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Poothippagary Soobbiar by Daniel Neale his Attorney and brought into the said Court then his certain Plaint against Vandalore Appauroo 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

Madras

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Second Term 1810

Plaintiffs Appearance filed 14th March 1810 - [illegible]

Madras (to Wit) Poshyprayary Sobbiar by Daniel Neale his Attorney Complains of Vendatore Appanoo Pillay who is a Hindoo Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the case For that Whereas heretofore (to wit) on the twenty sixth day of June in the Year of Christ One Thousand Eight Hundred and Seven at Madras aforesaid & the said Appanoo according to the custom of such Hindoos made his certain instrument in writing in the Malabar & Language purporting to be a Bond his proper hand being thereunto subscribed bearing date the day and Year last mentioned and there and there delivered the same instrument in & writing to the said Sobbiar whereby the said Appanoo acknowledged that on the day of the date of the said & instrument in writing he had in consequence of his & urgent occasion borrowed and received of the said Sobbiar the Sum of Two Thousand and Five hundred Star Pagodas & Current money of Madras which Sum the said Appanoo did thereby engage to repay to the said Sobbiar on or & before the Thirtieth 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 aforesaid of such Hindoos the said Appanoo became liable to pay to the said Sobbiar the said Sum of Money on the said instrument in writing specified with interest as aforesaid on the Thirtieth day of December next following the day of the date of the said Instrument in writing and being so liable he the said Appanoo in consideration thereof afterwards

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afterwards to wit on the said twenty sixth day of June in the
Year last aforesaid at madras aforesaid understood and then
and there faithfully promised the said Sobbiah to pay
him the said Sum of Money in the said instrument
in writing specified with interest as aforesaid on the
said thirtieth day of December next following the
day of the date of the said instrument and writing And
Whereas afterwards to wit on the twenty sixth day of
June in the Year last aforesaid at Madras aforesaid
the said Appanawa made his certain other instrument
in writing in the Malabar language purporting to be
a Bond his proper hand being thereto subscribed
bearing date the day and Year last aforesaid and thereby
delivered the last mentioned instrument in writing to the
said Sobbiah Whereby the said Appanawa acknowledge that
on the day of the date of the said last mentioned instrument in
writing he had in consequence of his urgent occasion or
borrowed and received of the said Sobbiah the Sum of
Money of Madras called Sicca Pagodas Current
Thereby engage to pay to the said Sobbiah with interest
at the rate of twelve per Cent per Annum on or before
the thirtieth day of December By means Whereof the
said Appanawa became liable to pay to the said Sobbiah the
said last mentioned Sum of Money

With

with interest according to the tenor and effect of the said last
mentioned instrument in writing and being so liable the
the said Appanuoo in consideration thereof afterwards to
wit on the twenty sixth day of June in the Year last
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Sobbiah to pay him
the said last mentioned Sum of Money with interest
according to the tenor and effect of the said last
mentioned instrument in writing And Whereas
afterwards to wit on the first day of March in the
Year of Christ One thousand Eight hundred and ten
at Madras aforesaid the said Appanuoo was indebted to the
said Sobbiah in the further Sum of Five thousand
Star Pagodas of the lawful Current Money of Madras for
Money by the said Sobbiah before that time lent and
advanced to the said Appanuoo at his special instance and
request and being so indebted the said Appanuoo 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 Sobbiah to pay
him the said Sum of Money last mentioned when
he the said Appanuoo should be thereto afterwards
requested And Whereas the said Appanuoo afterwards
to wit on the same day and Year last aforesaid at
Madras aforesaid accounted with the said Sobbiah

of

1810

Judgment Roll

Second Term

Section 9

of and concerning diuers other Sumes of Money before that
time due and owing from the said Appellees to the
said Appellant and thereby in arrear and unpaid upon
which accounting the said Appellees was then and there
found to be in arrear and indebted to the said Appellant in
the further Sume of Five thousand Star Pagodas of like
lawfull Current Money of Madras and being so found
in arrear and indebted the said Appellees in consider-
ation thereof afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Appellant
to pay him the said last mentioned Sume of Money
when he the said Appellees should be thereto afterwards
requested Yet the said Appellees 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 Appellant in this behalf hath not yet paid the said
several Sumes of Money or any or either of them or the
Interest in the said first and second Counts mentioned
or any part thereof to the said Appellant (although) so to do
the said Appellees was requested by the said Appellant
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 Appellant the said Appellees
hath hitherto wholly refused and still doth refuse to the damage
of the said Appellant of Five thousand Star Pagodas and
therefore he brings his Suit &c

No 28.

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term of the year One thousand Eight hundreds and Ten - -

Madras ss Shah baz Khan and Hajee Lall Khan put in their place Robert Orme their Attorney against Noor Mahommed Subdar and Shashia Braminy in a Plea of Trespass on the Case - -.

Madras ss. The said Noor Mahommed Subdar and Shashia Braminy in their own proper person at the Suit of the said — Shah baz khan and Hajee Lall Khan in the Plea aforesaid. —

Madras ss Be it remembered that as of the Second Term in the year One thousand Eight hundred and Nine before the — Supreme Court of Judicature at Madras came Shah baz Khan and Hajee Lall Khan by Robert Orme their — Attorney and brought into the said Court then there their certain Plaint against Noor Mahommed Subdar and Shashia Braminy in a Plea of Trespass on the — case and their are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say.

Madras

Plaint in Assumpsit filed 2nd June 1809.

Madras ss Shahbar Khan and Hajee Lall Khan by Robert Orme their Attorney complain of Noor Mahommed Subdar and Shaikia Bramany being respectively Inhabitants of Madras and as such subject to the Jurisdiction of this Honorable Court &c For that Whereas the said Noor Mahommed Subdar and Shaikia Bramany heretofore to wit on the Fourteenth of the Month of Rabeeul awell of the Year of the Hegira one thousand Two hundred and Twenty three answering to the Seventeenth day of May in the Year of Christ One thousand eight hundred and eight at Madras aforesaid according to the usage and Customs of Natives of India made their certain Note in writing in the Persian & Language their own respective proper hands being there unto subscribed bearing date the day and Year aforesaid and then and there delivered the said Note to the said Shahbaz Khan and Hajee Lall Khan whereby the said Noor Mahommed Subdar and Shaikia Bramany acknowledged that they had for their own use & accordingly borrowed and received the sum of Two Hundred Star Pagodas from the said Shahbaz Khan and Hajee Lall Khan for which they the said Noor Mahommed Subdar and Shaikia Bramany &

Whereof

declare and Hereby Provide to pay the aforesaid Sum in
the Space of three Months and an half and receive Back
their said Bond back By reason whereof and according
to the usage and Custom of Natives the said Noor
Mahommed Subdar and Shadrick Branning became
liable to pay to the said Shahbaz Khan and Hajee
Lall Khan 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 Noor Mahommed
Subdar and Shadrick Branning in Consideration thereof
afterwards to wit on the same day and year aforesaid
at Madras aforesaid undertook and then and there faith-
fully promised the said Shahbaz Khan and Hajee
Lall Khan to pay them 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 Branning afterwards to wit on the Fourth day of
September in the Year aforesaid at Madras afore-
said more indebted to the said Shahbaz Khan and
Hajee Lall Khan in the Sum of Four hundred &
Star Pagodas of the Current Money of Madras for
so much Money by the said Shahbaz Khan and
Hajee Lall Khan before that time lent and

advanced to the said Noor Mahommed Subdar and Shaikia Brauning and at their special instance and request And being so indebted they the said Noor Mahommed Subdar and Shaikia Brauning 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 Shah baz Khan and Hajee Lall Khan to pay them the said several Sums of Money when they the said Noor Mahommed Subdar and Shaikia Brauning should be thereunto afterwards requested Yet the said Noor Mahommed Subdar and Shaikia Brauning 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 Shah baz Khan and Hajee Lall Khan in this behalf have not nor hath either of them yet paid the said several Sums of Money or either of them or any part thereof / altho' so to do they the said Noor Mahommed Subdar and Shaikia Brauning were requested by the said Shah baz Khan and Hajee Lall Khan to wit on the same Day and Year last aforesaid and often afterwards to wit at Madras aforesaid / but the said Noor Mahommed Subdar and Shaikia Brauning to pay the same or any part thereof to the said Shah baz Khan and Hajee Lall Khan have and each of them hath hitherto altogether refused and still do and each of them still doth

Refuse

No 29.

refuse to the Damage of the said Shahbaz Khan and Rajee Lall Khan of Four hundred Star Pagodas &c and therefore they bring Suit &c.—

Judgment for the Plaintiffs on a Verdict in Assumpsit.

And now in this Second Term in the Year One thousand Eight hundred and Ten that is to say on the Twenty first day of March to which day was given as well to the said Shahbaz Khan and Rajee Lall Khan as to the said Noor Mahomed Subadar and Shashia Brauning And the said Noor Mahomed Subadar and Shashia Brauning day nothing in bar or preclusion of the said Action of the said Shahbaz Khan and Rajee Lall Khan by reason the said Shahbaz Khan and Rajee Lall Khan remain therein undefended against the said Noor Mahomed Subadar and Shashia Brauning for which the said Shahbaz Khan and Rajee Lall Khan ought to recover their Damages by occasion of the Premises And afterwards to wit on the Twenty Ninth day of the said Month of March in the Term last aforesaid the said Court having diligently enquired what damages the said Shahbaz Khan and Rajee Lall Khan have sustained as well by the means aforesaid as for their Costs and Charges by them about their Suit in this behalf expended do find &c and adjudge that the said Shahbaz Khan and Rajee Lall Khan have sustained Damages by occasion of the Premises over and above their Costs and Charges to Four hundred Pagodas and for those Costs and Charges to &c

One

Judgment for the Plaintiffs 11th. May 1810. J. Williams Dy Pothy.

One hundred and thirty eight Pagodas and Twenty seven fanams Therefore it is Considered that the said Shaik Ismy Khan and Hajee Lall Khan recover against the said Noor Mahomed Subadar and Shaikia Bramany their damages and Costs aforesaid by the Court aforesaid found and adjudged which damages in the Whole Amount to Three hundred and thirty eight Pagodas and twenty seven fanams and the said Noor Mahomed Subadar and Shaikia Bramany in Mercy &c.

No 29

No 29

Second Term 1810

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year One thousand & eight hundred and Ten. –

Madras to Wit. } Iohn Tulloh, William Douglas Brodie and George Halyburton put in their place Daniel Neale their Attorney against & James Dobbin in a Plea of Debt. –

Madras to Wit } The said James Dobbin puts in his place William Leigh his Attorney at the Suit of the said Iohn Tulloh, & William Douglas Brodie and George Halyburton in the Plea aforesaid. –

Madras to Wit } Be it Remembered that on the Fourth Town in the Year of our Lord One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Iohn Tulloh, William Douglas Brodie and George Halyburton by Daniel Neale their Attorney & and brought into the said Court there their certain Plaint against James Dobbin 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

Plaint in Debt on Bond filed 6th January 1810

Madras to Wit. John Sullock William Douglas Brodie and George Haliburton by Daniel Neale their Attorney complain of James Dobbie who is a British Subject and as such subject to the Jurisdiction of this Honorable Court of a Plea that he render unto them the said John William Douglas and George one Thousand Star Pagodas of the Current Money of Madras which he owes to and unjustly detains For that Whereas the said James heretofore to wit on the Twentieth day of September in the Year of our Lord One Thousand Eight hundred and Six to wit at Madras by his certain writing Obligatory Sealed with the Seal of the said James and to the Court now here shewn the date whereof is the same Day and year aforesaid acknowledged himself to be held and firmly bound unto the said John William Douglas and George and one Gilbert Falconer since deceased and whom the said John William Douglas and George have survived in the life time of him the said Gilbert Falconer by their Copartnership name Style and Firm of Messieurs Sullock Brodie Haliburton and Company they the said John William Douglas George and Gilbert Falconer upon and under which Copartnership together in Trade and commerce in the said One Thousand Star Pagodas to be paid to the said John William Douglas George and Gilbert Falconer whom he the said James should be thereto afterwards requested Yet the said James altho often requested by the said John William Douglas George and Gilbert Falconer as well in the life time of the said Gilbert Falconer as by the said John William Douglas and George since the Death of the said Gilbert Falconer hath not yet paid the said one Thousand Star

Pagodas

Pl. 30

Pagodas above demanded or any part thereof either to the said John William Douglas, George and Gilbert Falconer in the Life time of the said Gilbert Falconer, or to either of them, or to the said John, William Douglas and George who have survived the said Gilbert Falconer since his death or to either of them But the said James do to do hath hitherto wholly or refused and still doth refuse to pay the said One thousand Star Pagodas or any part thereof to the said John William Douglas and George who have survived as aforesaid or either of them To the damage of the said John, William Douglas and George who have survived as aforesaid of Twenty Star Pagodas and thereupon they bring their Suit &c.

And the said James having come by Dr William Light his Attorney defended the Wrong and Dr injury when &c. And said nothing in bar or preclusion of the said Action of the said John William Douglas and George. Whereby the said John William Douglas and George remained thereon undefended against the said James And by occasion whereof a day was given to the said John William Douglas and George whereupon they have come before the Court And verify their said Plaint &c and Suit.

amended Judgment filed 6. September 1810 - by Confession of the Defendant -

Afterwards (that is to say) on the twenty Last day of March now Last past came the said James by his said Attorney and said that he could not deny the said Action of the said John William Douglas and George nor but that the said Whereby obligatory in the said Plaint of the said John William Douglas and George mentioned is the deed of him the said James and that he the said

James

James did owe to and detain from the said John Williams
Douglas and George the said One Thousand Star Pagodas above
demanded in manner and form as the said John Williams
Douglas and George have above thereof Complained against him
And now at this day came the said John and William
Douglas and George by their Attorney aforesaid and gave the Court here to
understand and be informed that after the Continuance last afore-
our Lord One Thousand Eight Hundred and Ten did the said George
Halyburton died and the said John and William Douglas saith
saine which allegation the said James doth not deny but admits to be
true Therefore let no further proceedings be had in this Cause at the
suit of the said George Halyburton
And thereupon the said John and William Douglas &
relinquishing all damage by them sustained by occasion of the
detention of the same debt pray that their said debt &c as aforesaid
confessed and also their Costs and Charges laid out by them about
their suit in this behalf may be adjudged to them &c
It is therefore Considered and adjudged that the said
John and William Douglas recover against the said James
their said debt and that the said James pay unto the said
John and William Douglas for their said Costs and Charges
the Sum of One hundred and five Pagodas and forty Fanams
and the said James in Mercy &c

Judgment signed for the Plaintiffs 6th September 1810 WW.

200

Second Series 1810.

No 20

Pleas before the Hoñble Sir Thomas Andrew Strange Knight, Chief of Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year One Thousand Eight hundred and Ten.—

Madras to Wit } Coomaurasawmy Chitty puts in his place Gilbert Richetts his Attorney against Iyatamby Chitty and Chockappa Chitty in a Plea of Trespass on the Case.—

Madras to Wit } The said Iyatamby Chitty and Chockappa Chitty in their own person at the suit of the said Coomaurasawmy Chitty in the Plea aforesaid.—

Madras to Wit } Be it Remembered that on the fourth Term in the Year of our Lord One thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Coomaurasawmy Chitty by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Iyatamby Chitty and Chockappa Chitty in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Second Term 1810.

Madras to Wit. Coomaurasawmy Chitty by Gilbert Richetts his Attorney Complains of Iyatomby Chitty and Chockapa Chitty being Hindo Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honble Court in a Plea of Trespass on the case &c For that Whereas the said Iyatomby Chitty and Chockappa Chitty heretofore to wit on the Eighteenth of Caurtega of Athira year of the Hindoo corresponding with the first day of December in the year of Christ One Thousand Eight hundred and Six at Madras aforesaid according to the laws and customs of the Hindoo natives of India made their certain note in writing in the Malabar language with proper hands being thereto Subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Coomaurasawmy Chitty whereby the said Iyatomby Chitty and Chockappa Chitty by the names and description of Iyatomby Chetty Son of Soonumdomilly & Annamalappa Chetty and his Younger Brother Chockappa Chetty of Madras acknowledged that in consequence of their urgent request borrowed and received of the said Coomaurasawmy Chitty by name and description of Coomaurasawmy Chitty Son of Pedecandy Pedchiappa Chitty of Vaupanoy East of the Choultry place of the Sum of Seven hundred Star Pagodas Current money of Madras which Sum they the said Iyatomby Chitty and Chockappa Chitty did thereby jointly and Severally engage to Repay unto the said Coomaurasawmy Chitty on Demand with all such interest as should or might become due thereon at the rate of Nine per Cent per Annum By reason whereof

and by force of the laws and customs of such Indoo
ordered the said Lyatoomby Chitty and Chockappa Chitty
became liable to pay to the said Coomaravadanoony Chitty
the said Sum of money in the said Note specified
with interest at the rate aforesaid when the said Lyatoomby
Chitty and Chockappa Chitty should be thereto afterwards
requested and being so liable the said Lyatoomby Chitty
and Chockappa Chitty in consideration thereof afterwards
aforesaid undertook and there and there faithfully
promised the said Coomaravadanoony Chitty to pay
him the said Sum of Money in the said Note specified
with interest at the rate aforesaid when they the said
Lyatoomby Chitty and Chockappa Chitty should be thereto afterwards
requested. And Whereas also the said Lyatoomby Chitty and
Chockappa Chitty afterwards to wit on the first day of August
in the year of Christ one Thousand Eight hundred and Eight
at Madras aforesaid were indebted to the said Coomaravadanoony
Chitty in other Sum of One Thousand and five Hundred Star
Pagodas of like Current Money of Madras for so much money
by the said Coomaravadanoony Chitty before that time lent
and advanced to the said Lyatoomby Chitty and Chockappa
Chitty at their special instance and request and being so
indebted they the said Lyatoomby Chitty and Chockappa 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
Coomaravadanoony Chitty to pay him the said last mentioned
Sum of money when they the said Lyatoomby Chitty

said

and Chockapapa Chitty should be thereto afterwards requested
And Whereas also the said Iyatomby Chitty and Coomaraswa-
-mypurry Chitty afterwards to wit on the same day and
year last aforesaid at Madras aforesaid were indebted
to the said Coomaraswamypurry Chitty in other One Thousand and
five hundred Star Pagodas of the Current Money of
Madras for so much Money by the said Iyatomby Chitty
and Coomaraswamypurry Chitty before that time had
to the use of the said Coomaraswamypurry Chitty and being &c
indebted they the said Iyatomby Chitty and Coomaraswamy
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 &c
Coomaraswamypurry Chitty to pay unto the said last &c
mentioned Sum of money when they the said Iyatomby
Chitty and Coomaraswamypurry Chitty should be thereto &c
afterwards requested - And Whereas also the said Iyatomby &c
Chitty and Chockapapa Chitty afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
with the said Coomaraswamypurry Chitty and Coomaraswamy
diverse other Sums of Money before that time due and
owing from the said Iyatomby Chitty and Chockapapa &c
Chitty to the said Coomaraswamypurry Chitty and then being
in arrear and unpaid and upon that accounting the said
Iyatomby Chitty and Chockapapa Chitty were then and
there found to be in arrear and indebted to the said &c
Coomaraswamypurry Chitty in the further Sum of One
Thousand

Thousand and five Hundred Star Pagodas of like Current
Money of Madras and being so found in arrear and
indebted they the said Lyalcomby Chitty and Chockapa
Chitty in consideration thereof afterwards to wit on
the same day and year last aforesaid at Madras aforesaid or
undertook and then and there faithfully promised the said
Commandanerry Chitty to pay him the said last mentioned
Sum of Money when they the said Lyalcomby Chitty and
Chockapa Chitty should be thereto afterwards requested Yet
the said Lyalcomby Chitty and Chockapa Chitty 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 Commandanerry Chitty
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 Commandanerry Chitty
although so to do they the said Lyalcomby Chitty and Chockapa
Chitty were requested by the said Commandanerry
Chitty 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 Commandanerry Chitty
the said Lyalcomby Chitty and Chockapa Chitty have and
each of them hath hitherto wholly refused and still do
and each of them doth refuse To the Damage of the
said Commandanerry Chitty of one Thousand and five
Hundred Star Pagodas and therefore he brings Suit &c.

And now in this Second Term in the
Year

Second Term 1810

Year of Christ one thousand Eight hundred and ten that is
to say on the Thirtieth day of March in that Year until
day was given as well to the said Coorauerdauwry Chitty
as to the said Iyatoomby Chitty and Chockappa Chitty to
inform the Court of the premises comes the said Coorauera
dauwry Chitty by his Attorney aforesaid and the said Iy
atoomby Chitty and Chockappa Chitty although Solemnly
demanded come not and the said Justices having heard
the allegations of the party Plaintiff and examined the truth
thereof and duly Considered the Evidence produced on the part
of the said Plaintiff say that the said Iyatoomby Chitty and
Chockappa Chitty did undertake and promise in manner
and form as the said Coorauera dauwry Chitty hath above
thereof complained against them and they aforesaid the damages
of the said Coorauera dauwry Chitty on occasion of the
non performance of the several promises and undertakings afore
said over and above his Costs and Charges by him about his suit
in this behalf expended to Nine hundred Pagodas twenty two
fanams and seventy Cash and for those Costs and Charges to
One hundred and twenty Pagodas and Seven fanams. - Where
fore it is considered that the said Coorauera dauwry Chitty
do recover against the said Iyatoomby Chitty and Chockappa
Chitty his said damages Costs and Charges in manner and
aforesaid assessed which said damages Costs and Charges
in the whole amount to one thousand and seventy Pagodas
Thirty three fanams and Seventy Cash and the said Iyatoomby

Chitty

Lobby and Schoolhouse Lobby in Mercy Ste

Second Term 1810

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241 23 [illegible]

1810.

Judgment Roll

Second Term

Section 10.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year One Thousand Eight Hundred and Ten. —

Fort Saint George Madras to Wit } Soobbanoody Chitty Appavoo Chitty puts in his plaint &c. against William Light his Attorney against Attorney Annual in a Plea of Trespass on the Case. —

Fort Saint George Madras to Wit } The said Attorney Annual puts in his plaint &c. against Robert Prince his Attorney at the Suit of the said Soobbanoody Chitty Appavoo Chitty in the Plea aforesaid. —

Fort Saint George Madras to Wit } Be it Remembered that in the Vacation after the Second Term in the Year of our Lord One Thousand Eight Hundred and Nine before the Supreme Court of Judicature at Madras came Soobbanoody Chitty Appavoo Chitty by his Attorney and brought into the said Court then there his certain Plaint against Attorney Annual 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

Second Term 1816.

Fort Saint George Madras to Wit Soobbarroorty Chitty
Appauvoo Chitty by William Light his Attorney Complains
of Ammany Ammaul being an Hindoo Inhabitant of
Madras and as such a person liable to the Jurisdiction of this
Honorable Court of a Trespass on the Case For that Whereas
the said Ammany Ammaul heretofore to wit on the
Twenty first day of April in the year of Our Lord One
Thousand Seven hundred and Eighty Six by a Certain Bond
in Writing in the Malabar Language according to the Custom
of such Natives the date whereof is on the day and year
aforesaid therein described as on the Eleventh day of the
month of Chittery in the year of Parrabaw at Madras aforesaid
acknowledged to have borrowed and received of the said
Soobbarroorty Chitty Appauvoo Chitty the Sum of One
Thousand and Five hundred Star Pagodas of the Current
of Madras aforesaid which said Sum of Money the said
Ammany Ammaul thereby engaged to repay the said
Soobbarroorty Chitty Appauvoo Chitty on demand with all
such Interest as should or might become due thereon from
and after the rate of Nine per Cent per Annum whereby and
by force of the Customs and Laws of such Natives the
said Ammany Ammaul became liable to pay to the
said Soobbarroorty Chitty Appauvoo Chitty the said Sum of
money in the said Note mentioned according to the tenor
and effect thereof and being so liable the the said Ammany
Ammaul 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
Soobbarroorty Chitty Appauvoo Chitty to pay him the said
Sum

sum of money in the said Note mentioned according to the
tenor and effect thereof And Whereas the said Annanny
Ammaul afterwards to wit on the Ninth day of June in
the year One thousand Eight hundred and Nine at
Madras aforesaid was indebted to the Soobbarayaty Chitty
Appasawmy Chitty in other Three thousand Star Pagodas —
of the Current money of Madras aforesaid for so much so
money by the said Soobbarayaty Chitty Appasawmy Chitty
before that time lent and advanced to the said Annanny
Ammaul at her special instance and request and being
so indebted she the said Annanny Ammaul 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 Soobbarayaty
Chitty Appasawmy Chitty to pay him the said last mentioned
sum of money when she the said Annanny Ammaul —
should be thereto afterwards requested And Whereas also
the said Annanny Ammaul afterwards to wit on the same
day and year last aforesaid at Madras aforesaid was —
indebted to the said Soobbarayaty Chitty Appasawmy Chitty in other —
Three Thousand Star Pagodas of the Current money of Madras
aforesaid for so much money by the said Soobbarayaty Chitty —
Appasawmy Chitty before that time paid laid out and expended to
and for the use of the said Annanny Ammaul at her special
instance and request and being so indebted she the said —
Annanny Ammaul 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 Soobbaroyerty Chitty Appauvoo Chitty to pay him the said last mentioned Sum of money when the the said Ammany Ammaul should be thereto afterwards required And Whereas also the said Ammany Ammaul afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Soobbaroyerty Chitty Appauvoo Chitty in other Three Thousand Star Pagodas of like current money of Madras aforesaid for so much money by the said Ammany Ammaul before that time had and received to and for the use of the said Soobbaroyerty Chitty Appauvoo Chitty and being so indebted the the said Ammany Ammaul 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 Soobbaroyerty Chitty Appauvoo Chitty to pay him the said last mentioned Sum of money when the the said Ammany Ammaul should be thereto afterwards required And Whereas also the said Ammany Ammaul afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Soobbaroyerty Chitty Appauvoo Chitty of and concerning divers other Sum of money then due and owing from the said Ammany Ammaul to the said Soobbaroyerty Chitty Appauvoo Chitty and then being in arrear and unpaid and upon that accounting & the the said Ammany Ammaul was then and there found to be in arrear and indebted to the said Soobbaroyerty Chitty Appauvoo Chitty in other Three Thousand Star Pagodas of like current money of Madras aforesaid and being so indebted & the the said Ammany

Ammaul

Annonand on 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
Soobbannanty Chitty Appanavo Chitty to pay him the said
last mentioned Sum of money when she the said Annonany
Annonand should be thereto afterwards requested Yet the said
Annonany Annonand not regarding the said several promises
and undertakings so made by her in this behalf as aforesaid
but contriving and fraudulently intending craftily and
subtilly to deceive and defraud the said Soobbannanty Chitty
Appanavo Chitty hath not yet paid the said several Sums
of money aforesaid or any part thereof to the said Soobbannan-
ty Chitty Appanavo Chitty although often requested so to do
but to pay the same or any part thereof She the said
Annonany Annonand hath hitherto wholly refused and still
doth refuse to the Damage of the said Soobbannanty Chitty
Appanavo Chitty of Three Thousand Star Pagodas and
Therefore he brings his Suit &c

And afterwards to wit on the Eighth day of
September in the Creation after the Third Term of the Year
One Thousand Eight hundred and Nine to the said Supreme
Court of Judicature at Madras until which day the said
Annonany Annonand had leave to imparl to the said Plaint
and then to Answer the same came as well the said
Soobbannanty Chitty Appanavo Chitty by his said Attorney
as the said Annonany Annonand by her said Attorney and
the said Annonany Annonand defends the wrong and
injury when &c and says that she did not undertake
and promise in manner and form as the said

Soobbannanty

W. 32

Sobbaramonty Chitty Appanuo Chitty hath above thereof complained against her, and of this she puts herself upon the Court &c And for further Plea in this behalf the said Annamany Amarasuriya 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 Sobbaramonty Chitty Appanuo Chitty ought not to have or maintain his aforesaid Action thereof against her because she saith, that she did not undertake or promise as in the Declaration mentioned within six years next before the day of exhibiting the Plaint of the said Sobbaramonty Chitty Appanuo Chitty in manner and form as the said Sobbaramonty Appanuo Chitty hath above thereof complained against her, And this the said Annamany Amarasuriya is ready to verify Wherefore she prays Judgment if the said Sobbaramonty Chitty Appanuo Chitty ought to have or maintain his aforesaid Action thereof against her &c

And upon this the said Annamany Amarasuriya afterwards prayed that the said Sobbaramonty Chitty Appanuo Chitty might reply to the aforesaid Plea of her the said Annamany Amarasuriya and thereupon a Day was given by the Court here to the said Sobbaramonty Chitty Appanuo Chitty before the Justices of our Lord the King at Matara for hence the said Sobbaramonty Chitty Appanuo Chitty to reply to the aforesaid Plea of the said Annamany Amarasuriya The same day was also given to the said Annamany Amarasuriya at the same place &c until Day that is to say the Twenty Ninth day of March in this same Term before the

Mr ZB

the said Court at Madras came the said Annamary Annaud by her Attorney aforesaid and the said Soobbaroyalty Chitty Appawoo Chitty although at that day Solemnly called came not nor hath he replied to the aforesaid Plea of the said Annamary Annaud nor doth he further prosecute his said Suit Wherefore it is Considered by the Court here that the said Soobbaroyalty Chitty Appawoo Chitty take nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c And it is further Considered by the said Court here that the said Annamary Annaud do recover against the said Soobbaroyalty Chitty Appawoo Chitty Eighty Nine Pagodas and twenty eight fanams for her Costs and Charges by her said out about her defence in this behalf by the Court now here adjudged to the said Annamary Annaud and with her assent And that the said Annamary Annaud have execution thereof &c.

And thereupon the said Annamary Annaud by Robert Orme her 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 Soobbaroyalty Chitty Appawoo Chitty to Satisfy the said Annamary Annaud the Sum of Eighty Nine Pagodas and twenty Eight fanams adjudged to the said Annamary Annaud for Costs and Charges by

Her

her Expenses about her defence at the Suit of the
said Soobbanaooty Chitty Appanaoo Chitty; and it is granted
unto her Returnable here on the Eighteenth day of
July Next

Held before the Worshipful Sir Thomas Andrew Strange Knight Chief Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term of the Year One Thousand Eight hundred and Ten.

Madras to Wit. Pubby Chitty Venkattaramanna Chitty prays in his place David Neale his Attorney against Peramdas Gooruvappa in a Plea of Trespass on the case

Madras to Wit. The said Peramdas Gooruvappa prays in his place Gilbert Richetts his Attorney of the List of the said Pubby Chitty Venkattaramanna Chitty in the Plea aforesaid

Madras to Wit. Be it Remembered that as of the First Term in the Year One Thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came the Pubby Chitty Venkattaramanna Chitty by David Neale his Attorney and brought into the said Court then there his certain Plaint against Peramdas Gooruvappa in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe on which said Plaint follows in these Words that is to say

Madras

Second Term 1810

Madras to Wit. Pubby Chitty Vencattarawma Chitty by Daniel Neale his attorney Complains of Perandas Gorrewappa who is a Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Honorable Court of a Plea of Trespass on the Case. For that Whereas on the thirteenth day of January in the Year of Christ One thousand eight hundred and Nine at Madras the said Pubby Chitty Vencattarawma Chitty was Lawfully & possessed of certain Goods and Chattels / that is to say / three thousand Bags of Rice called Moorghy beyaru three thousand Bags of Rice called Roandy beyaru three thousand Bags of other Rice five hundred Bags of Wheat and five hundred Bags of Peace of a large Value to wit of the value of six thousand Star Pagodas of the Lawful current Money of Madras. And being so thereof possessed he the said Pubby Chitty Vencattarawma Chitty afterwards to wit on the day and Year aforesaid at Madras aforesaid Casually lost the said Goods and Chattels out of his Hands and Possession which said Goods and Chattels afterwards to wit on the day and Year aforesaid at Madras aforesaid came to the hands and Possession of the said Perandas Gorrewappa by finding Yet the said Perandas Gorrewappa well knowing the said Goods and Chattels to be the proper Goods and Chattels of the said Pubby Chitty Vencattarawma Chitty and of right to belong and appertaining to him but contriving and wrongfully endeavoring to deceive and defraud the said

Pubby

Pubby Chitty Vencattarauma Chitty in this behalf hath not
delivered the said Goods and Chattels or any part thereof
to the said Pubby Chitty Vencattarauma Chitty (altho
often requested so to do.) But on the Contrary thereof
afterwards to wit on the Twenty third day of February
in the Year aforesaid at Madras aforesaid Converted
and disposed of the said Goods and Chattels to his own
use To the Damage of the said Pubby Chitty
Vencattarauma Chitty of Six thousand Star Pagodas —
and therefore he brings his Suit &c. —

And afterwards to wit in the Second Term of
the Year one thousand eight hundred and Nine, in the said
Supreme Court of Judicature at Madras, until which Term
the said Perandoo Goorooswapa had leave to imparl to the said
Plaint and then to answer the same came as well the
said Pubby Chitty Vencattarauma Chitty by his said Sir
Attorney as the said Perandoo Goorooswapa by his said
Attorney, and the said Perandoo Goorooswapa Defendant
the wrong and injury whereof &c. said says that he is not
guilty of the premises above laid to his charge in
manner and form as the said Pubby Chitty Vencatta-
rauma Chitty hath above thereof complained against
him and of this he puts himself upon the Court &c.

And the said Pubby Chitty Vencatta-
rauma Chitty doth the like —

And upon this the said Perandoo Goorooswapa

prays

Mr. Ld

Soraya that the said Pubby Chitty Venkatarama Chitty may bring the issue above joined on to be tried according to the course and practice of the said Court and thereupon a day is given by the said Court here to the said Pubby Chitty Venkatarama Chitty until the Fourth day of April to bring the issue above joined on to be tried at which day comes the said Perandas Soorooraya by his Attorney aforesaid and the said Pubby Chitty Venkatarama Chitty although solemnly demanded comes not and it appearing to the Court here that the said Pubby Chitty Venkatarama Chitty hath neglected to bring the issue above joined on to be tried according to the course and practice of the said Court. Therefore it is considered that the said Pubby Chitty Venkatarama Chitty take nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c. And that the said Perandas Sooroorayah go thereof without day. And it is further considered by the Court here that the said Perandas Sooroorayah do recover against the said Pubby Chitty Venkatarama Chitty Eighty Nine Pagodas and Sixteen Fanams for his Costs and Charges by him laid out about his defence in this behalf by the Court here adjudged to the said Perandas Sooroorayah and with his Assent &c and that the said Perandas Sooroorayah have execution &c

And hereupon the said Perandas Sooro-

-rayah

Gooruvappa by his said Attorney prays the writ of our
Lord the King of Corpias ad Satisfaciendum to be
directed to the Sheriff of Madras Commanding him to
take the body of the said Pubby Chitty Venkattarauma
Chetty to satisfy the said Peraudoo Gooruvappa the sum
of Eighty Nine Pagodas and Sixteen fanams &
Adjudged to the said Peraudoo Gooruvappa for Costs and
Charges by him Expended about his defence of the
Suit of the said Pubby Chitty Venkattarauma Chetty
And it is granted unto him Returnable here on the

Writ of Ca. ad. Sa. issued
out of the Office for Costs &c.
June 1810

Fifteenth day of June Instant: —

W. 33

Second Term 1800

Pleas before the Honble Sir Thomas Andrews Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand & Eight hundred and Ten.

Gilbert Richetts his Attorney against Tanjanagarum &c Moothuputchy Venatachelum and Tanjanagarum Moothucomarao in a Plea of Trespass on the Case. —

Madras to Wit. The said Tanjanagarum Moothuputchy Venatachelum and Tanjanagarum Moothucomarao put in their plea by William Light their Attorney at the Suit of the said Mily Tamencula Moodaliar in the Plea aforesaid. —

Madras to Wit Be it Remembered that in the Vacation after the Second and Ten before the Supreme Court of Judicature at Madras came Mily Tamencula Moodaliar by Gilbert Richetts his Attorney and brought into the said Court then there certain Plaint against Tanjanagarum Moothuputchy Venatachelum and Tanjanagarum Moothucomarao in a Plea of Trespass on the &c 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

Plaintiffs Affidavit filed 14. May 1810 W.

Madras to wit Mady Tarnamsala Moodaliar by Gilbert Pitcher his Attorney Complains of Tarpinagaroom Mattoo Pitchatty Venkatachelum and Tarpinagaroom Mattoocomaroo being Hindoo Inhabitants of Madras and as such persons liable to the Jurisdictions of this Hon.ble Court in a Plea of Trespass &c. For that Whereas the said Tarpinagaroom Mattoopitchatty Venkatachelum and Tarpinagaroom Mattoocomaroo afore Time before to wit on the Fifteenth day of October in the Year of Christ One Thousand Eight hundred and Nine at Madras aforesaid According to the Laws and Customs of the Hindoo Natives of India made their certain Note in Writing in the Malabar Language their own proper hands being thereto subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Mady Tarnamsala Moodaliar Whereby the said Tarpinagaroom Mattoopitchatty Venkatachelum and Tarpinagaroom Mattoocomaroo / by the names and Descriptions of Tarpinagaroom Mattoopitchatty Venkatachelum and his Attorney Tarpinagaroom Mattoocomaroo Venkatachelum and his Attorney Tarpinagaroom Mattoocomaroo / Acknowledged that on the day of the Date of their urgent occasion they had on the day of the Date making of the said Note borrowed and received of the said Mady Tarnamsala Moodaliar / by the name and description of Mady Tarnamsala Moodaliar of the same place / the Sum of One Thousand Three hundred and Fifty Star Pagodas current Money of Madras which Sum they the said Tarpinagaroom Mattoopitchatty Venkatachelum and Tarpinagaroom

Second Term 1800

Tanjenagarum Moothucomarao did thereby engage to repay
to the said Mily Tirucandaka Moodaliar on demand
with all such Interest as should or might become due
thereon at the Rate of Twelve per Cent per Annum by
Reason thereof and by force of the Laws and Customs of
such Heathen Nations they the said Tanjanagarum
Moothuputchy Venkatachelum and Tanjenagarum
=comarao became liable to pay to the said Mily Tirucandaka
Moodaliar the said Sum of Money in the said Note
Mentioned with Interest at the rate aforesaid & when they
the said Tanjenagarum Moothuputchy Venkatachelum &
and Tanjenagarum Moothucomarao should be thereto
afterwards requested And being so liable they the said
Tanjenagarum Moothuputchy Venkatachelum and
Tanjenagarum Moothucomarao in consideration thereof
afterwards to wit on the same day and Year aforesaid
at Madras aforesaid undertook and to the said Mily
Tirucandaka Moodaliar then and there faithfully &
promised to pay him the said Sum of Money in the
said Note mentioned with Interest at the rate aforesaid &
when they the said Tanjenagarum Moothuputchy &
Venkatachelum and Tanjenagarum Moothucomarao
should be thereto afterwards requested And Whereas
also the said Tanjenagarum Moothuputchy Venkatachelum and
Tanjenagarum Moothucomarao afterwards to wit on the same day and
year aforesaid at Madras aforesaid were indebted to

the

the said Mily Tancoussala Modaliar in other Sum of Two
Thousand Star Pagodas of like Current Money of Madras
aforesaid for so much Money by the said Mily Tancoussala
Modaliar before time lent and advanced to the said
Tanjanagarum Mootheapatchy Venkatachelum and the
Tanjanagarum Mootheerarroo and at their Special
instance and Request and being so indebted they the
said Tanjanagarum Mootheapatchy Venkatachelum
and Tanjanagarum Mootheerarroo
thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Mily
Tancoussala Modaliar to pay him the said last
mentioned Sum of Money when they the said
Tanjanagarum Mootheapatchy Venkatachelum and
Tanjanagarum Mootheerarroo should be thereto
afterwards requested And whereas also the said Tanjanagarum
Mootheapatchy Venkatachelum and Tanjanagarum
Mootheerarroo aforesaid were indebted to the
year aforesaid at Madras aforesaid more
said Mily Tancoussala Modaliar in other Sum of
Two Thousand Star Pagodas of like Current Money
of Madras aforesaid for so much money by the said
Tanjanagarum Mootheapatchy Venkatachellum and
Tanjanagarum Mootheerarroo before that time

And

and received to the use of the said Mily Tarcanadala Modaliar and being so indebted they the said Tanjanagaroom Mootha-patchy Venkatachelum and Tanjanagaroom Mootheconnaroo in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mily Tarcanadala Modaliar to pay him the said last mentioned Sum of money when they the said Tanjanagaroom Mootha-patchy Venkatachelum and Tanjanagaroom Mootheconnaroo should be thereto afterwards requested And Whereas also the said Tanjanagaroom Mootha-patchy Venkatachelum and Tanjanagaroom Mootheconnaroo afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Mily Tarcanadala Modaliar of and concerning divers other Sums of Money before that time due and owing from the said Tanjanagaroom Mootha-patchy Venkatachelum and Tanjanagaroom Mootheconnaroo to the said Mily Tarcanadala Modaliar and then being in arrear and unpaid and upon that accounting the said Tanjanagaroom Mootha-patchy Venkatachelum and Tanjanagaroom Mootheconnaroo were then and there found to be in arrear and indebted to the said Mily Tarcanadala Modaliar in the further Sum of Two Thousand Star Pagodas of the Current

Currant Money of Madras And being so found in arrear and
indebted Unto the said Tanjanagaram Mootlupatoby &
Venkatachelum and Tanjanagaram Mootucomaroo in
consideration Whereof afterwards to wit on the same day
and Year aforesaid at Madras aforesaid undertook and
Then and There faithfully promised the said Mily
Tanevandala Mondaliar to pay Unto the said last
mentioned Sum of Money when Unto the said Tanjana-
garam Mootlupatoby Venkatachelum and Tanjanaga-
ram Mootucomaroo should be thereto afterwards requested
Yet the said Tanjanagaram Mootlupatoby Venkatachelum
and Tanjanagaram Mootucomaroo not regarding their several
promises and undertakings to by them in manner and form
aforesaid made but contriving and fraudulently intending as
craftily and subtilly to deceive and defraud the Mily Tanevandala
Mondaliar 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 Mily Tanevandala Mondaliar
Although he to do Unto the said Tanjanagaram Mootlupatoby
Venkatachelum and Tanjanagaram Mootucomaroo more
often requested by the said Mily Tanevandala Mondaliar
to wit at Madras aforesaid) But to pay the same or any
part thereof to the said Mily Tanevandala Mondaliar Unto
the said Tanjanagaram Mootlupatoby Venkatachelum
and Tanjanagaram Mootucomaroo how and each of
them hath hitherto wholly refused and still do

Where-

Second Term 1810

refuse To the damage of the said Mily Tanneerala Modaliar
of Two Thousand Star Pagodas and therefore he brings &c
Suit &c.

Judgment by Confession

And the said Tanjanagarum Mootteputchy &c
Venkatachellum and Tanjanagarum Mootteeramma &c
by William Leight their Attorney come and defend the wrong
said Action of the said Mily Tanneerala Modaliar
nor but that they the said Tanjanagarum Mootteputchy
Venkatachellum and Tanjanagarum Mootteeramma
did undertake and said promise in manner and form
as the said Mily Tanneerala Modaliar hath above
thereof complained against them nor but that the said
Mily Tanneerala Modaliar hath sustained damages
on occasion of the not performing of the said several
promises and undertakings in the said Plaint &c
mentioned to the sum of One Thousand Two Hundred
and fifty six Pagodas and Nine fanams (proof of the
damages by the said Plaint supposed) over and
above his Costs and Charges by him about his suit
in this behalf expended and hereupon the said &c
Mily Tanneerala Modaliar prays Judgment
for the damages as aforesaid confessed and for his &c
Costs and Charges - Wherefore it is considered that the said

Judgment signed for the Plaintiff the 19th Day of June 1810
John Williams
Dy Prothy

Mily

Vr 24

Mely Tarcaudala Modaliar do recover against the said Tanja-
-nagarooro Mootta patchy Venkatachellaro and Tanjana-
-nagarooro Mootteeramaroo his damages aforesaid to the
said Sum of One Thousand four hundred and fifty-
Six Pagodas and Nine Fanams and also Eighty two
Pagodas and twenty Six Fanams for his said Costs
and Charges by the Court here adjudged to the
said Mely Tarcaudala Modaliar and with his a-
-foresd writ said damages Costs and Charges in
the whole amount to One Thousand Five Hundred
and Thirty eight Pagodas and Thirty five fanams
and the said Tanjanagarooro Mootteepatchy &
Venkatachellaro and Tanjanagarooro Mootteera-
-roo in Mercy &

Mercy

And thereupon the said Mely Tarcaudala
Modaliar by his said Attorney prays the Writ of Fire
Lord the King of 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 Tanjanagarooro Mootteepatchy Venkatachellaro
and Tanjanagarooro Mootteeramaroo within the
jurisdiction of this Court by Seizure and if it be
Necessary by sale thereof the Sum of One Thousand
Five Hundred and Thirty Eight Pagodas and
Thirty

1-26

Thirty five Fanams which the said Mily Tancauala
Moodaliar recovered against the said Tanjanagarum
Moothuspatohy Vencatachellum and Tanjanagarum
Moothuswamy for damages which he hath sustained as well
on occasion of the Non performance of Certain promises
and Undertakings lately made by the said Tanjana-
-garum Moothuspatohy Vencatachellum and Tanjana-
Moothuswamy to the said Mily Tancauala Moodaliar
for Costs and Charges by him about his suit in that
behalf expended And it is granted unto him &c
Writs of Ex. Fa. issued 19. June 1810 ag.st the Goods of the Defendants
returnable here on the 19th day of July next

Pleas before the Honble Sir Thomas
Andrew Strange Knight Chief &
Justice of his Majestys Supreme
Court of Judicature at Madras of the
Second Term in the Year One
Thousand Eight hundred and Ten.—

Madras to wit. Karoopapoo Chitty puts in his place Gilbert Richetts
his Attorney against Ramakistna Chitty the Son and
heir and personal Representative of Vengoo Chittyan &c
deceased in a Plea of Trespass on the Case.—

Madras to wit. The said Ramakistna Chitty as the Son and personal &
Representative as aforesaid puts in his place William
Light his Attorney at the Suit of the said Karoopapoo
Chitty in the Plea aforesaid.—

Madras to wit Be it Remembered that in the Vacation after the
Second Term of the Year of our Lord One thousand
eight hundred and Ten before the Supreme Court of
Judicature at Madras came the said Karoopapoo Chitty by
Gilbert Richetts his Attorney and brought into the said
Court then there his certain Plaint against Ramakistna
Chitty as the Son and personal Representative 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 follows in these words that is to say

Madras

No 30.

Plaint in Assumpsit filed 14th May 1810 - W.

Madras to wit Karoopoo Chitty by Gilbert Richetts his Attorney Complains of Ramanadhiva Chitty the Son and heir and personal Representative of Vengoo Chittyoo deceased according to the Laws and customs of the Hindoo Natives of India and having assumed personal Representatives administered and taken Possession of the Estate and Effects which were of the said Vengoo Chittyoo deceased at the time of his death and the said Ramanadhiva Chitty being a Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the Case For that Whereas the said Vengoo Chittyoo heretofore in his life time to wit on the Twenty first Day of Pungulany Year of the Hindoos Corresponding with the First Day of December in the Year of Christ One thousand Seven hundred and Ninety Seven at Madras aforesaid according to the Laws and Customs of the Hindoo Natives of India made his certain Note in Writing in the Malabar Language his own proper hand being thereto Subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Karoopoo Chitty whereby the said Vengoo Chittyoo by the Name and Description of Vengoo Chittyoo Son of Pettenadoo Yagoppa Chitty of Madras Inhabitant acknowledged that in Consequence of his urgent occasion he had borrowed and received of the said Karoopoo Chitty by the name and description of Karoopoo Chitty Son of Kolahanany Nallana Chitty of the same place Inhabitant the Sum of Two hundred and fifty Star Pagodas Current money of Madras which Sum the said Vengoo Chittyoo did thereby engage to pay to the said Karoopoo Chitty on or before the Thirtieth Day of Cumbyaatte Year or Tenth February one thousand Seven hundred and Ninety Eight together with all such Interest as should or might become due thereon at the rate of twelve per Cent per Annum By means whereof and by force of the Laws and customs of such Hindoo Natives

No 35

said Vengoo Chittyar in his life time became liable to pay
to the said Kumarsipoo Chitty the said sum of money in the
said note mentioned with interest at the rate aforesaid or
according to the tenor and effect of the said Note and being
the said Vengoo Chittyar in consideration thereof
time to sit on the same day and Year
aforesaid undertook and to
there faithfully
way in the
said

Judgment
2nd & 3d Term

Section II.

said Vengoo Chitty an his life time became liable to pay
to the said Karroopsoo Chitty the said Sum of money in the
said Note mentioned with interest at the rate aforesaid
according to the tenor and effect of the said Note and being
so liable the said Vengoo Chitty in Consideration thereof
afterwards in his life time to wit on the same day and Year
first aforesaid at Madras aforesaid undertook and to
the said Karroopsoo Chitty then and there faithfully
promised to pay him the said Sum of money in the
said Note mentioned with interest at the Rate aforesaid
according to the tenor and effect of the said note And
Whereas also the said Vengoo Chitty afterwards in his
life time to wit on the Fourteenth day of March in the
Year last aforesaid at Madras aforesaid was indebted
to the said Karroopsoo Chitty in other Sums of One
thousand Star Pagodas of like Current money for so
much money by the said Karroopsoo Chitty before that
time lent and advanced to the said Vengoo Chitty at
at his special instance and request and being so indebted
he the said Vengoo Chitty 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
Karroopsoo Chitty to pay him the said last mentioned
Sum of money when the said Vengoo Chitty should
be thereto afterwards requested And Whereas also

the

W. B.

Second Term 1810

the said Vengoo Chitty afterwards in his life time to
wit on the same day and year last aforesaid at
Madras aforesaid was indebted to the said Narrooppa
Chitty in other Sum of one thousand Star Pagodas
of like Current Money for so much Money by the said
Vengoo Chitty before that time had and received to
the use of the said Narrooppa Chitty and being so
indebted he the said Vengoo Chitty 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 Narrooppa
Chitty to pay him the said last mentioned Sum of
money when the said Vengoo Chitty should be there
afterwards requested. And Whereas also the said
Vengoo Chitty afterwards in his life time to wit on the
same day and Year last aforesaid at Madras aforesaid
accounted with the said Narrooppa Chitty of and
concerning divers other sums of Money before that time
due and owing from the said Vengoo Chitty to the
said Narrooppa Chitty and then being in arrear and
unpaid and upon that accounting the said Vengoo
was then and there found to be in arrear and indebted
to the said Narrooppa Chitty in the further Sum of
one thousand Star Pagodas of like Current Money
of Madras and being so found in arrear and

in debt

indebted he the said Vengoo Chetty 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
Karoopoo Chetty to pay him the said last mentioned Sum
of money when he the said Vengoo Chetty should be thereto
afterwards requested Yet the said Vengoo Chetty in his
life time and the said Rammakistna Chetty personal
Representatives as aforesaid since his death not regarding
the said several promises and undertakings of the said
Vengoo Chetty so by him in manner and form
aforesaid made but Contriving and fraudulently intending
Craftily and Subtilly to deceive and defraud the said
Karoopoo Chetty 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
Karoopoo Chetty (although frequently requested so to do)
But to pay the same or any part thereof to the said
Karoopoo Chetty he the said Vengoo Chetty in his life
time and the said Rammakistna Chetty personal
Representative aforesaid since his decease have
altogether refused and the said Rammakistna Chetty
still doth refuse To the damage of the said Karoopoo Chetty
of One thousand Star Pagodas and therefore he brings
Suit &c.

Copies filed 16th June 1810

And afterwards in the Vacation after the
Same

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same Term that is to say on the Sixth day of June until on which day the said Ramakistna Chitty had leave to impart to the said Plaint and then to Answer the same Vea come as well the said Karoppen Chitty as the said Ramakistna Chitty by their respective Attornies aforesaid and the said Ram Chitty defend the Wrong and injury when &c and says that he cannot deny the said action of the said Karoppen Chitty now but that the said Ramakistna Chitty did undertake and promise in manner and form as the said Karoppen Chitty hath above in that behalf alleged. nor but that the said Karoppen Chitty hath sustained damages on occasion of the not performing of the said promises in the said Plaint mentioned to the sum of Six hundred and twenty five Pagodas and Thirty three fanams (parcel of the damages by the said Plaint supposed) over and above his costs and charges by him about his suit in this behalf expended. And thereupon the said Karoppen Chitty prays Judgement for the damages so as aforesaid confessed and for his said costs and charges &

Judgment signed for the Plaintiff the 19th June 1810 — By Order

Therefore it is considered that the said Karoppen Chitty do recover against the said Ramakistna Chitty for and Representative as aforesaid his damages aforesaid to the said sum of Six hundred and twenty five Pagodas and Thirty five fanams in form aforesaid confessed and also Seventy four Pagodas and thirty three fanams

No 35,

for his said Costs and Charges by the Court now here adjudged to the said Kannaphpa Chitty and with his assent whereby said damages Costs and Charges in the whole Amounted to Seven hundred Pagodas and twenty Fanams to be Levied of the Goods and Chattels whereby were of the said Vengo Chettyar at the time of his death to be administered 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 Seventy four Pagodas and Thirty 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 Ramachistna Chitty and the said Ramachistna Chitty in Mercy &c

mercy

And thereupon the said Kannaphpa Chitty by his said Attorney prays the Writ of Scire Facias to be directed to the Sheriff of Madras to Summon him to levy and make of the Houses, Lands Debts and other Effects Real and Personal of the said Vengo Chettyar at the time of his death in the hands of the said Ramachistna Chitty the Son and Heir and Personal Representative of the said Vengo Chettyar deceased to be Administered within the Jurisdiction of this Court by Seizure and if it be Necessary by Sale thereof the sum of Seven hundred Pagodas

No 25.

Pagodas and twenty fanams whilst the said Ramaseshoo Chitty recovered against the said Ramakistna Chitty as the law and heir and personal Representative as aforesaid for his damages which he had sustained as well by reason of the not performing of the several promises and undertakings made by the said Vengoo Chitty in his life time to the said Ramaseshoo Chitty as for his Costs and Charges by him about his Suit in that behalf expended, whereas the said Ramakistna Chitty hath so much thereof in his hands to be administered then the Sum of twenty four Pagodas and thirty fanams Parcel of the damages and being for the Costs and Charges aforesaid to be levied of the proper Goods of the said Ramakistna Chitty and it is granted unto him Returnable here on the Ninteenth day of July Next. —

Writ of Fieri facias
19: June 1810.

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief of Justice of his Majestys Supreme Court of Judicature at Madras of the Third Term in the Year One Thousand Eight hundred and Ten.—

Fort Saint George } John Doe on the demise of Abdool Gaffer Khaun
Madras to wit } &c. Behaander Sunbeth Jung puts in his place William Leight his Attorney against Richard Roe in a Plea of Trespass and Ejectment.—

Fort Saint George } The said Richard Roe in his person at the
Madras to wit } Suit of the said John Doe in the Plea aforesaid.—

Fort Saint George } Be it Remembered that in the Vacation after
Madras to wit } the Second Term in the Year of our Lord One Thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by William Leight his Attorney and brought into the said Court then there his certain Plaint against Richard Roe in a Plea of Trespass and Ejectment and then are Pledges for the prosecution to wit John Doen and Richard Fenn which said Plaint follows in these words that is to say

Fort Saint George

Plaint. Ejectment filed 8th May 1810 -

Fort Saint George Madras to Wit John Doe by William Light his Attorney Complaining of Richard Roe who is a British Subject and as such a Person liable to the Jurisdiction of this Honorable Court For That Whereas Abdool Gaffor Khan & Bahaudder Sankoth Jung heretofore to wit on the first day of May in the Year of our Lord One thousand Eight Hundred and Ten at Madras aforesaid had demised Granted and to farm Let to the said John Doe two Acres of Arable Land ten Acres of Garden Ground two Acres of Waste Land and two Acres of Wet Land with the Appurtenances thereunto belonging Situate lying and being at Chepauk and within the Limits of Madras and within the Jurisdiction of this Honorable Court To have and to hold the same from the first day of the same Month of May for and during and unto the full end and Term of five Years 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 were thereof Possessed while the said Richard Roe afterwards to wit on the second day of the said Month of May with force and Arms &c. entered into the Premises aforesaid with the Appurtenances in the Possession of the said John Doe and them and there Ejected drove out and Removed the said John Doe from his said Farm his said Term therein not being yet Expired and the said John Doe so Ejected drove out and Amoved hath kept out and still doth keep from his said Farm thereof

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thereof and other Injuries to the said John Doe then and there did against the Peace of our Lord the King to the Damage of the said John Doe of Two Hundred Pounds and therefore he brings his Suit &c.

And now in the Ward Term in the Year of our Lord One Thousand Eight hundred and Ten Ward is to say on the Twentieth day of July until which day came given the said Richard Roe to Answer the said Plaint and then and there to Answer the same came as well the said John Doe by his Attorney aforesaid as the said Richard Roe in his proper person and the said Richard Roe defends the force and injury when &c. And says nothing in Bar or preclusion of the said Action of the said John Doe whereby the said John Doe remains therein undefended against the said 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 and all Damages Costs and Charges as might or ought to be adjudged to him the said John Doe by reason of the Trespass.

Judgment against the Casual Ejector

Judgment signed July 31st 1810 against the Casual Ejector

trespass and Ejectment aforesaid therefore let the said Richard Roe be acquitted of the Damages Cost and Charges &c. And hereupon the said John Doe prays the Writ of our Lord the King to be directed to the Sheriff of Madras to cause him to have possession of his said Term yet to come of and in the premises aforesaid with the appurtenances and it is granted to him

Writ of Possession issued June 21. Returnable here on the 3d day of Next July 1810

to be had &c.

trespass and Ejectment aforesaid therefore let the said Richard Roe be acquitted of these Damages Cost and Charges &c. And hereupon 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 &c. Issued 2d June 21. Returnable here on the 4th day of Nov. next.

Writ of Possession July 1810

Third Term 1810

Held before the Honble Sir Thomas Andrews Strange Knight Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Third Term in the Year one Thousand Eight hundred and Ten

Fort Saint George Madras to wit } John Doe on the demise of Abdool Gaffor Khan Behauder Saulbeth Jung puts in his place William Light his Attorney against Richard Roe in a Plea of Trespass and Ejectment.—

Fort Saint George Madras to wit } The said Richard Roe in his person in the Suit of the said John Doe in the Plea aforesaid.—

Fort Saint George Madras to wit } Be it Remembered that on the Vacation after the Second Term in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by William Light his Attorney and brought into the said Court there his certain Plaint against Richard Roe in a Plea of Trespass and Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to

Fort Saint George

Plaint in Ejectment filed 8th May 1810 -

Fort Saint George Madras to wit John Doe by William Light his Attorney Complains of Richard Roe who is British Subject and as such a Person liable to the Jurisdiction of this Honorable Court For that Whereas Abdool Gaffer Kahaun Bahander Sirdah Ivory hereto-fore to wit on the first day of May in the year of Our Lord One Thousand Eight hundred and Ten at Madras aforesaid had demised granted and to Farm Let to the said John Doe Ten Acres of Arable Land Ten Acres of Garden ground Ten Acres of Waste Land and Ten Acres of other Land with the Appurtenances thereunto belonging situate lying and being at Chapaukkum within the limits of Madras and within the Jurisdiction of this Honorable Court To have and to hold the same from the first day of the same month of May for and during and unto the full end & Term of five years ended by virtue of which said demise the said John Doe entered into the Premises aforesaid with the Appurtenances and was thereof possessed and whilst the said Richard Roe afterwards to wit on the second day of the said month of May with force and Arms &c. entered into the Premises aforesaid with the Appurtenances in the Possession of the said

Lessee

Third Term 1810

John Doe and then and there Ejected drove out and ou-
ted the said John Doe from his said Farm his
said Term thereof not being yet expired and hath the
said John Doe so Ejected drove out and ouster
hath kept out and still doth keep from his said farm
thereof and other Injuries to the said John Doe then
and there did against the Peace of our Lord the K-
ing to the damage of the said John Doe of Five
hundred Star Pagodas and therefore he brings his
his Suit &c.

And Now in the Third Term in the year
Judgment against the Casual Ejector of our Lord One Thousand Eight hundred and Ten that
is to say on the Twentieth day of July until which day
was given the said Richard Roe to Answer the said
Plaint and then and there to Answer the same unto
well the said John Doe by his Attorney aforesaid as the
said Richard Roe in his proper person and the said
Richard Roe defends the force and injury when &c and says
nothing in Bar or precludion of the said Action of the said
John Doe whereby the said John Doe remains thereof
Judgment Signed undefended against the said Richard Roe Therefore it is
against the same considered that the said John Doe recover against the
Easter 31. July said Richard Roe his said Term yet to come of
1810 and in the premises aforesaid with the Appurtenances
and also his Damages sustained by reason of the

Trespass

Trespass and Ejectment aforesaid and hereupon the said John Doe prays in Court Remitty to the said Richard Roe all such Damages Costs and Charges as ought 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 them Damages Costs and Charges &c. And hereupon the said John Doe prays the Writ of our Lord the King to be directed to the Sheriff of Madison 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. and Returnable here on the 7th day of August next —

Writ of Possession issued 6th July 1810

Third Term 1810

Third Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice of his Majestys Supreme Court of Judicature at Madras of the Third Term in the Year One Thousand Eight hundred and Ten.

Fort Saint George } John Doe on the demise of Abdool Gaffer Khan &c
Madras to Wit } by William Light his Attorney against Richard Roe in a Plea of Trespass &c and Ejectment.

Fort Saint George } The said Richard Roe in his person at the suit of
Madras to Wit } the said John Doe in the Plea aforesaid.

Fort Saint George } Be it Remembered that in the Vacation after the Second
Madras to Wit } Term in the Year of our Lord One Thousand eight hundred and Ten at Madras came John Doe by William Light his Attorney and brought into the said Court then there his certain Plaint against Richard Roe in a Plea of Trespass and Ejectment and there are Pledges &c for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort Saint George

Plaintiffs Costmens Fort Saint George Madras to wit John Doe by
file 8th May 1810 William Light his attorney Complaining of Richard Roe
who is a British Subject and as such a Person liable to
the Jurisdiction of this Honorable Court For that
Whereas Abdool Guffer Khan Behaudur Sumbeth Sung
Heretofore to wit on the First day of May in the Year of
our Lord One Thousand Eight hundred and ten at
Madras aforesaid had demised Granted and to Farm let to
the said John Doe Two Acres of Arable Land Two Acres
of Garden Ground Two Acres of Waste Land and Two Acres
of other Land with the Appurtenances thereunto belonging
situate lying and being at Chepauk within the Limits
of Madras and within the Jurisdiction of this Honorable
Court To have and to hold the same from the First day
of the same Month of May for and during and unto the
full End and term of Five Years thence next ensuing and
fully to be Compleat and ended by Virtue of which said De-
demise the said John Doe entered into the Premises
aforesaid with the Appurtenances and Was thereof Possessed
until the said Richard Roe aforesaid to wit on the Second
day of the said Month of May with force and Arms &c
entered into the Premises aforesaid with the Appurtenances
in the Possession of the said John Doe and Them and there
Casted drove out and Removed the said John Doe from
his said Farm his said Term thereof not being yet
Expired

Expired and hitherto the said John Doe so Gritted &c
doeth and annoyed hath kept out and still doth
keep from his Possession thereof and other Injuries
to the said John Doe then and there did against the
Peace of our Lord the King To the Damage of the said
John Doe of Two Hundred Pounds and therefore
he brings his Suit &c

And now in the Third Term in the year of
our Lord One Thousand Eight hundred and Ten that is
to say on the Twentieth day of July until which day was
given the said Richard Roe to Answer the said Plaint
and then and there to Answer the same came as
well the said John Doe by his Attorney aforesaid as the
said Richard Roe in his proper person and the said
Richard Roe defends the force and injury when &c
and says nothing in Bar or preclusion of the said
Action of the said John Doe Whereby the said John
Doe remains thereon 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 speedy here in Court remits to the
said Richard Roe all such Damages Costs and
Charges as might or ought to be adjudged to him the said
John Doe by reason of the Trespass and Ejectment
aforesaid

Judgment against the casual Ejector

W. 28

Third Term 1818

Judgment signed July 31st 1818 against the Casual & Ejector

aforesaid Therefore let the said Richard Roe be acquitted of the Damages Costs and Charges &c. And hereupon 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 7th day of augusts next -

Writ of Possession issued 31st July 1818

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the third Term of the year One thousand eight Hundred and Ten.—

Madras to Wit— John Doe on the demise of Prodoospaulmurra Veerapah &c Moodeliar puts in his place John Carruthers his Attorney against Richard Roe in a Plea of Trespass — Ejectment.—

Madras to Wit— The said Richard Roe in his own person &c the &c Suit of the said John Doe in the Plea aforesaid.

Madras to Wit— Be it Remembered that in the Third Term in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by John Carruthers his attorney and brought into the said Court there his certain Plaint against Richard Roe in a Plea of Trespass and Ejectment and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Main Pin Exchanged
filed 26th July 1810

Madras to Wit. John Doe by John Carruthers 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 one Pedaspankuren Veerapah Modeliar on the Second day of December in the Year of our Lord One Thousand Eight Hundred and Nine at Madras aforesaid had demised granted and to farm let to the said John Doe Two Messuages Two dwelling Houses Twenty and houses Twenty other Buildings and Ten Gardens of Ground with the Appurtenances situate lying and being at Royapettah in the Village of Saint Thome and within the Limits as fixed for the Jurisdiction of this Honble Court To have and to hold the same to the said John Doe and his Assigns from the Second 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 complete and ended By virtue of which said demise the said John Doe entered into the said tenements with the Appurtenances and became and was possessed thereof until the said Richard Roe Afterwards to wit on the Third day of December in the Year aforesaid at Madras aforesaid with force and Arms &c. entered into the premises aforesaid with the Appurtenances which the said Pedaspankuren Veerapah Modeliar had demised to the said John Doe in manner aforesaid and for the Term aforesaid which is not yet elapsed and Ejected drove out and Removed the said John Doe out of his said farm and other wrongs to the said John Doe then and there

W.B.

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 his Suit &c.

Judgment against the Casual Ejector 30th July 1810

And now in the Third Term in the Year of our Lord One Thousand Eight Hundred and Ten that is to say on the Twenty Seventh day of July until which day was given to the said Richard Roe to Answer the said Plaint and thereunto there to Answer the same came as well the said John Doe by his Attorney aforesaid as the said Richard Roe in his proper person and the said Richard Roe defends the force and injury when &c. And says nothing in Bar or preclusion of the said Action of the said John Doe whereby the said John Doe remains therein undefended against the said Richard Roe

Judgment Signed against the Casual Ejector July 30th 1810

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 also his Damages sustained by Reason of the Trespass and Ejectment aforesaid And thereupon the said John Doe freely came into Court and prays that the said Richard Roe might be answered to his said damages Costs and Charges as Might or ought to Accrue to him the said John Doe by Reason of the Trespass and Ejectment aforesaid therefore let the said Richard Roe be Acquitted of those damages Costs and Charges &c. And thereupon the said John Doe prays the 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 15th day of

Writ of Possession issued 4 Aug.st 1810

August next.

Theologia

8-2-30

Klinische Übungen

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Esclarecer

48

1810

Judgment Roll

Short Term

Section 12

Section

Third Term 1810

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No 39.

Pleas before the Honble Sr Thomas Andrew Strange, Knight, Chief Justice, of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year One Thousand Eight hundred and ten.

Fort St George } Trichinopoly Parayatamby Chitty puts in his place Timmi
Madras ss } Disney his attorney against Cottapully Venkatanarrayer in a
Plea of Debt. —

Fort St George } The said Cottapully Venkatanarrayer in his own
Madras ss } proper person at the Suit of the said Trichinopoly Pary-
atamby Chitty in the Plea aforesaid. —

Fort St George } Be it Remembered that in the Vacation after last
Madras ss } Term in the Year of our Lord one Thousand Eight
hundred and Ten before the Supreme Court of Judicature
at Madras came Trichinopoly Parayatamby Chitty by Timmi
Disney his Attorney and brought into the said Court his
his Certain Plaint against Cottapully Venkatanarrayer in a
plea of Debt and there are Pledges for the prosecution to wit
John Doe and Richard Roe which said
Plaint follows in these words that is to say
Fort St George

Plaint in
Debt filed on the
2d March 1810

Fort St George Madras ss Trichinopoly Parreyatamby Chitty
of Madras Inhabitant by Fownes Disney his Attorney
complains of Cattapulley Venkatanarayen living at Madras
Inhabitant of Madras, and as such liable to the Jurisdiction
of this Honble Court of which he was due to him the
said Trichinopoly Parreyatamby Chitty One thousand and
one hundred Star pagodas which he the said Cattapulley
Venkatanarayen owes to and unjustly detains from him. For
that Whereas the said Cattapulley Venkatanarayen heretofore
to wit on the Sixteenth day of October in the Year One
Thousand Eight hundred and Nine at Madras aforesaid
by his certain Writing Obligatory Sealed with the Seal of
the said Cattapulley Venkatanarayen 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 Trichinopoly Parreyatamby Chitty in the
penal Sum of One thousand and one hundred Star
pagodas to be paid to the said Trichinopoly Parreyatamby
Chitty when he the said Cattapulley Venkatanarayen should
be thereunto afterwards Requested. Yet the said Cattapulley
Venkatanarayen although often requested hath not yet
paid the said Sum of One thousand and one hundred Star
pagodas above demanded or any part thereof to the said Trichino-
poly Parreyatamby Chitty but to pay the same or any part thereof
to the said Trichinopoly Parreyatamby Chitty he the said Catta-
pulley Venkata Narayen hath hitherto wholly Refused and still
refuses so to do to the damage of the said Trichinopoly
Parreyatamby Chitty of One hundred Star pagodas and thereupon
he brings his Suit &c.

And afterwards in the Second Term in the year
One

one thousand eight hundred and ten that is to say on the
Twenty first day of March to which day was given as well
to the said Frichinopoly Pareyatomby Chitty as to the said Cottapully
Venkatanarrayen to inform the Court of the premises come before
the Court the said Frichinopoly Pareyatomby Chitty by his Attorney
aforesaid And the said Cottapully Venkatanarayen although so
solemnly demanded came not to prosecute but did the say any
thing in bar or preclusion of the said Frichinopoly Pareyatomby Chitty wherefore by the
Frichinopoly Pareyatomby Chitty Remaining thereon undefended against the
said Cottapully Venkatanarayen And afterwards to wit on
the sixth day of April in the same Term the Justices of
the said Court having heard the Allegations of the said
Frichinopoly Pareyatomby Chitty and examined the truth thereof
and duly considered the evidence produced on the part of the said
Frichinopoly Pareyatomby Chitty in support of his said
allegations say that the said writing obligatory in the said declaration
mentioned is the Deed of the said Cottapully Venkatanarayen in
manner and form as the said Frichinopoly Pareyatomby Chitty
hath in his said Court in that behalf therein alledged
Therefore it is considered that the said Frichinopoly Pareyatomby Chitty
recover against the said Cottapully Venkatanarayen his said
debt and also one hundred and seventy three Pagodas
seven fanams 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 this behalf
expended by the Court now here adjudged to the said
Frichinopoly Pareyatomby Chitty and with his assent

Trial & Costs

Judgment for the Plaintiff on a Verdict in Debt

Judgment signed for the Plaintiff 10th August 1810 –

mercy

the said Cottapully Vencatanarrayer in mercy &c.

And thereupon the said Trichinopoly Pareyatamby Chitty by his said Attorney prays the writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras &c Commanding him to take the body of the said Cottapully Vencata=narrayer to satisfy the said Trichinopoly Pareyatamby Chitty of Six hundred and Three Pagodas and Twenty three Fanams for debt which the said Trichinopoly Pareyatamby Chitty recovered against the said Cottapully Vencatanarrayer and also one hundred and twenty three Pagodas and Seven fanams adjudged to the said Trichinopoly Pareyatamby Chitty for his damages which he he had sustained as well on occasion of the detention of the said debt as for his Costs and Charge by him about his suit in that behalf Expended - and it is granted unto him &c returnable here on the Seventeenth day of August instant.

Ca. Sa. issued against the Defendt on the 10th August 1810

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice, and the Honble Sir Francis Maclaghlan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras, of the Third Term of the Year one thousand eight hundred and ten. —

Fort Saint George Madras Ss } Joseph Joachim De Abreu and Brizida his Wife put in their Plea by John Carruthers their Attorney against Raja Johannes Baboora a Widow in a Plea of Debt. —

Fort Saint George Madras Ss } The said Raja Johannes Baboora in her proper person at the Suit of the said Joseph Joachim De Abreu and Brizida his Wife in the Plea aforesaid. —

Fort St George Madras Ss } Be it Remembered that on Vacation after the Third Term in the Year of our Lord one thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Joseph Joachim De Abreu Brizida his Wife by John Carruthers their Attorney and brought into the said Court then there their certain Plaint against Raja Johannes Baboora in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say,

Fort Saint George

Plaint in debt filed 22d June 1810 –

Fort Saint George Madras ss Joseph Joachim De Abreu and Brizida his Wife by John Carruthers their Attorney Complaint of Raza Johannes Baboora a Widow being an Armenian Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court of a Plea that she render to them the said Joseph Joachim De Abreu and Brizida his Wife One Thousand and Eight Hundred Star Pagodas which she the said Raza Johannes Baboora unjustly detains from them For that Whereas the said Raza Johannes Baboora whilst she was sole and before her intermarriage with the said Joseph Joachim De Abreu heretofore to wit on the Thirty first day May in the Year One Thousand Eight Hundred and Four at Madras aforesaid by her Certain Writing Obligatory Sealed with the Seal of the said Raza Johannes Baboora and to the Court now here shewn the date whereof is on the day and Year aforesaid Acknowledged herself to be held and firmly bound unto the said Brizida (by the name of Brizida Texeira) in the Penal Sum of One Thousand and Eight Hundred Star Pagodas to be paid to the said Brizida when she the said Raza Johannes Baboora should be thereunto Afterwards Requested Yet the said Raza Johannes Baboora although often Requested to pay the same hath not yet paid the said Sum of One Thousand and Eight Hundred

Star

Third Term 1810

Star Pagodas above demanded or any part thereof to the said Brizida whilst Sole and unmarried or to the said Joseph Xavier De Abreu and Brizida or either of them after the entermarriage of the said Brizida with the said Joseph Joachim De Abreu but to pay the same or any part thereof to the said Joseph Joachim De Abreu and Brizida his Wife she the said Roza Johannes Baboon hath hitherto wholly refused and still doth refuse to the Damage of the said Joseph Joachim De Abreu and and Brizida his Wife of One Hundred Star Pagodas and therefore they bring their Suit &c.

And now in the Third Term in the year One Thousand Eight hundred and ten, That is to say on the Twenty fifth day of July to which day was given as well to the said Joseph Joachim and Brizida as to the said Roza Johannes to inforce the said Court of the premises came the said Joseph Joachim and Brizida his Wife by their Attorney aforesaid and the said Roza Johannes although solemnly Called came not to Answer nor did she say any thing in Bar or Preclusion and so forth had the said Justices having heard the allegations of the Party Plaintiffs and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiffs say that the Writing Obligatory in the Declaration mentioned is the Deed of her the said Roza Johannes in manner and form as they the said Joseph Xavier and Brizida his wife have above thereof in that behalf wholly against her and do adjudge that the said Joseph Joachim and Brizida his wife Recover against the said Roza Johannes

Tried & Sparke

Judgment for the Plaintiff on a Verdict in Debt —

Judgment signed for the Plaintiff the 22d August 1810 —

Mr. Ll.

Johannes the Sum of One Thousand and Eight hundred Star Pagodas for their Debt and also the Sum of One hundred and Thirty Star Pagodas and Twenty One Fanams for their Damages which they have Sustained as well by Reason of the Detaining the said Debt as for their Costs and Charges by them about their Suit in that behalf expended which said Debt and Damages Amount in the Whole to One Thousand Nine hundred and Thirty Star Pagodas and Twenty One Fanams And that the said Roza Johannes have their Execution thereof &c.

And thereupon the said Joseph Joachim De Abreu and Brizida his Wife by their said Attorney pray the Writ of our Lord the King of Siere Faciad 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 Roza Johannes Baboorn within the Jurisdiction of this Court by Seizure and if it be Necessary by Sale thereof the Sum of One Thousand Nine hundred Star Pagodas for Debt, whereof the said Joseph Joachim De Abreu and Brizida Recovered against the said Roza Johannes Baboorn and also One hundred and Thirty Pagodas and Twenty One Fanams adjudged to the said Joseph Joachim De Abreu and Brizida for their damages &c which

which they had sustained as well as 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 Fi. Fa. issued 22d. August 1810.

Returnable here on the Second day of October Next

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice of His Majesty's Supreme Court of Judicature at Madras, of the Third Term of the Year one thousand eight hundred and Ten. -

Fort St George Madras ss } Ponnamaly Anandah Chaurear plaintiff by his attorney against Milaupore Venaiga Moodelliar in a Plea of Trespass on the Case -

Fort St George Madras ss } The said Milaupore Venaiga Moodelliar in his proper person at the Suit of the said Ponnamaly Anandah Chaurear in the Plea aforesaid. -

Fort St George Madras ss } Be it Remembered that on the Nineteenth Day of April A.D. of the Second Term in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Ponnamaly Anandah Chaurear by Frames Disney his Attorney and brought into the said Court then & there his certain Plaint against Milaupore Venaiga Moodelliar in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

Plaintiff's Exemplist filed 19th April 1810

Fort St George Madras ss Pavanarady Arumdah Chaurear by Power of Attorney complaint of the Milanpore Vemaiga Moodelliar being a Hindoo Inhabitant of Madras and as such subject to the jurisdiction of this Honble Court in a plea of trespass on the case &c That Whereas the said Milanpore Vemaiga Moodelliar on the twenty third day of November in the Year of Christ One eight hundred and 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 the[re] there delivered the said Note to the said Pavanady Arumdah Chaurear by which said Note the said Milanpore Vemaiga Moodelliar acknowledged to have borrowed and received of the said Pavanady Arumdah Chaurear the Sum of [illegible] hundred and ten Star Pagodas of Current money aforesaid which Sum the said Milanpore Vemaiga Moodeliar did thereby engage to repay to the said Pavanady Arumdah Chaurear on or before the thirtieth day of Pooradoo[illegible] Year corresponding with the tenth day of November in the year of Christ One thousand eight hundred and three with all such interest as should or might become due thereon at the rate of twelve per Cent per Annum. By reason whereof and by force of the Laws and customs of such Hindoo Natives of India he the said Milanpore Vemaiga Moodeliar then and there became liable to pay to the said Pavanady Arumdah Chaurear the said sum of

W B

of money in the said Note Specified according to the Tenor and effect of the said Note And being so Indebted he the said Milanpore Venaiga 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 Ponnusamy Annandale Chetty &c 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 also the said Milanpore Venaiga Moodelliar &c afterwards to wit on the twenty first day of March in the Year of Christ One Thousand eight hundred and ten &c at Madras aforesaid was indebted to the said Ponnusamy Annandale Chetty &c in other One Thousand and two hundred Star Pagodas of like lawful Current Money of Madras &c aforesaid for so much money by the said Ponnusamy &c Annandale Chetty &c before that time lent and advanced &c to the said Milanpore Venaiga Moodelliar and at his &c special instance and request. And being so indebted he the said Milanpore Venaiga 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 Ponnusamy Annandale Chetty &c to pay him the said last mentioned Sum of Money when he the said Milanpore Venaiga Moodelliar should be thereunto afterwards requested. And Whereas also the said &c Milanpore Venaiga Moodelliar afterwards to wit on the same day and year last aforesaid at Madras aforesaid and indebted to the said Ponnusamy Annandale Chetty &c in other One Thousand and two hundred Star Pagodas of

Like

like lawful Current money of Madras aforesaid for so much of
money by the said Milanpore Veeraja Mudeliar before that
time had and received to and for the use of the said
Pannaraly Arunachala Chauvrear And being so indebted
the Milanpore Veeraja Mudeliar in consideration
thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then
there faithfully promised the said Pannaraly Arunachala
Chauvrear to pay him the said last mentioned sum of
money when he the said Milanpore Veeraja Mudeliar
should be thereunto afterwards requested. And whereas
also the said Milanpore Veeraja Mudeliar after
to wit on the day and year last aforesaid at Madras
aforesaid accounted with the said Pannaraly Arunachala
Chauvrear of and concerning divers sums of money
that time due and owing from the said Milanpore
Veeraja Mudeliar to the said Pannaraly Arunachala
Chauvrear and then being in arrear and unpaid
and upon that accounting the said Milanpore
Veeraja Mudeliar was then and there found in
arrear and indebted to the said Pannaraly Arunachala
Chauvrear in other One thousand and two hundred
Pagodas of like lawful Current money of Madras
aforesaid And being so found in arrear and indebted
he the said Milanpore Veeraja Mudeliar in consideration
thereof afterwards to wit on the day and year last
mentioned at Madras aforesaid undertook and then
there faithfully promised the said Pannaraly Arunachala
Chauvrear to pay him the said last mentioned sum of
money when he the said Milanpore Veeraja Mudeliar
should

should be thereunto afterwards requested.- Yet the said ...
Milanpore Veraiga Moodelliar not regarding his said ...
several promises and undertakings to by him in manner
and form aforesaid made but contriving and fraudulently
intending craftily and subtilely to deceive and defraud the
said Poonamaly Arundale Chaurear in this behalf hath not
yet paid the said several Sums of Money or any of them or
any part thereof to the said Poonamaly Arundale Chaurear
but to do the said Milanpore Veraiga Moodelliar
was requested by the said Poonamaly Arundale Chaurear
to wit on the same day and year last aforesaid and often
times afterwards at Madras aforesaid but to pay the same
or any of them or any part thereof to the said Poonamaly
Arundale Chaurear he the said Milanpore Veraiga ...
Moodelliar hath hitherto wholly refused and still doth ...
refuse to the damage of the said Poonamaly Arundale
Chaurear of One Thousand and two hundred Star Pagodas
and therefore he brings Suit &c.

And now in this Third Term in the Year One
thousand eight hundred and ten that is to say on the ...
Eighteenth day of July to which day was given as well to
the said Poonamaly Arundale Chaurear as to the said ...
Milanpore Veraiga Moodelly to inform the Court of the
premises came before the Court the said Poonamaly ...
Arundale Chaurear by his Attorney aforesaid and the
said Milanpore Veraiga Moodelly although solemnly ...
demanded came not to Answer nor did he say any thing
in Bar or preclusion of the said Action of the said ...
Poonamaly Arundale Chaurear whereby the said ...

Poonamaly

Tried & Execute

Judgment for the Plaintiff on a Verdict in assumpsit

Poonamaly Arundale Chetty as aforesaid remaining thereon & undefended against the said Milsapore Vanniya Moodelly And afterwards to wit on the twenty first day of July in the same Term the Justices of the said Court having heard the allegations of the said Poonamaly Arundale Chetty and examined the truth thereof and duly considered the Evidence produced on the part of the said Poonamaly Arundale Chetty in support of his said allegations say that the said Milsapore Vanniya Moodelly did undertake and promise in manner and form as the said Poonamaly Arundale Chetty hath in his said Plaint in that behalf therein alledged And the Justices aforesaid upon the said damages of the said Poonamaly Arundale Chetty by reason of the not performing the several promises and undertakings in the said Plaint of the said Poonamaly Arundale Chetty mentioned besides his Costs and Charges by him about his Suit in this behalf expended to One Thousand and eighty Pagodas forty three fanams and twelve Cash, Therefore it is considered that the said Poonamaly Arundale Chetty do recover against the said Milsapore Vanniya Moodelly his damages aforesaid in form aforesaid assessed and also One hundred and forty Pagodas and twelve fanams for his said Costs and Charges by the Court now here adjudged to the said Poonamaly Arundale Chetty with his assent for which said damages Costs and Charges in the whole amount to the Sum of One Thousand two hundred and twenty one Pagodas ten fanams and twelve Cash And the said Milsapore Vanniya Moodelly in Mercy &c.

Judgment signed for the Plaintiff the 22d. august 1810 -

Mercy

And thereupon the said Poonamaly Arundale

No. 42

Arundale Chaurear by Francis Binney 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 Goods, Lands, Debts and other Effects Real and Personal of the said Milaupore Venaiga Moodelliar within the jurisdiction of this Court by Seizure and if it be Necessary by Sale thereof the Sum of One Pagoda ten Fanams and twelve Cash which the said Ponnaraly Arundale Chaurear Recovered against the said Milaupore Venaiga Moodelliar for damages which he hath sustained as well by occasion of the Non performance of Several promises and undertakings lately made by the said Milaupore Venaiga Moodelliar to the said Ponnaraly Arundale Chaurear as for Costs and Charges by him about his Suit in that behalf expended And it is granted unto him Returnable here on the Nineteenth day of September Next.

Writ of Fi. Fa. issued on the 22. day of August 1810.

No. 12

Pleas before the Worshl Sir Thomas Andrew Strange Knight Chief Justice and the Worshle Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year one thousand Eight Hundred and ten. -

Madras to Wit - Suncooraunna Chitty puts in his place John Carruthers his attorney against Meer Velly in a Plea of Trespass on the Case. -

Madras to Wit - The said Meer Velly in his own person at the Suit of the said Suncooraunna Chitty 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 ten before the Supreme Court of Judicature at Madras came Suncooraunna Chitty by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against Meer Velly 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

Plaint in assumpsit filed 4th July 1810 P.W.

Madras to Wit. Sunnoorawna Chitty by John his Attorney complains of Meer Velly who is arrested &c his Attorney complains of Meer Velly who is a Mahomedan Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court. For that Whereas the said Meer Velly on the Eleventh day of December in the Year of Christ One thousand Eight hundred and Nine at Madras aforesaid was indebted to the said Sunnoorawna Chitty in the Sum of Two thousand and four hundred Star Pagodas for so much Money by the said Sunnoorawna Chitty before that time paid laid out and expended to and for the use of the said Meer Velly at his special instance and request And being so indebted he the said Meer Velly 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 Sunnoorawna Chitty to pay him the said Sum of Money when he the said Meer Velly should be thereunto afterwards requested And whereas also the said Meer Velly afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Sunnoorawna Chitty in the other Two thousand and Five hundred Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Meer Velly before that time had and received to and for the use of the said Sunnoorawna Chitty - And being so indebted he the said

W. H.

said Meer Velly in consideration thereof afterwards to wit
on the same day and Year aforesaid at Madras afore-
aforesaid undertook and then and there faithfully pro-
promised the said Surcoorarumma Chitty to pay him
the said Sum of Money whereof he the said Meer Velly
should be thereunto afterwards requested. And
Whereas also the said Meer Velly afterwards to
wit on the same day and Year aforesaid at Madras
aforesaid accounted together with the said Sur-
Surcoorarumma Chitty of and concerning divers other
Sums of Money before that time due and owing
from the said Meer Velly to the said Surcoorara-
-rumma Chitty - and then being in arrear and unpaid
and upon such accounting the said Meer Velly was
then and there found in arrear and indebted to the
said Surcoorarumma Chitty in other Two thousand and
Five hundred Star Pagodas of like Current Money
of Madras aforesaid - And being so found in arrear
and indebted he the said Meer Velly in consideration thereof
afterwards to wit on the day and Year aforesaid at
Madras aforesaid undertook and then and there faithfully
promised the said Surcoorarumma Chitty to pay him the
said Sum of Money when he should be thereunto afterwards
requested - Yet the said Meer Velly not regarding his
said several Promises and undertakings so by him
in manner and form aforesaid made contriving and
fraudulently

1816

Judgment Roll

Third Term

Section 13

fraudulently intending craftily and subtilly to deceive
and defraud the said Duncoorauma Chitty 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 Duncoorauma Chitty although often afterwards
requested so to do. but to pay the same or any part
thereof to the said Duncoorauma Chitty he the said
Meer Velly hath hitherto wholly refused and still
doth refuse to the damage of the said Duncoorauma
Chitty of Two Thousand and Five hundred Star
Pagodas and thereupon he brings his Suit &c.

Fred Clarke

And now on this Third Term in the Year
of our Lord One Thousand Eight hundred and Ten
that is to say on the Thirty first day of July on which
day was given as well to the said Duncoorauma
Chitty as to the said Meer Velly to inform the Court
of the premises Comes the said Duncoorauma
Chitty by his Attorney aforesaid and the said Meer
Velly although solemnly called came not but made
default - And the Justices of this Court having heard the
allegations of the party Plaintiff and Examined the Truth
thereof and duly Considered the Evidence produced on the
part of the said Plaintiff say that the said Meer Velly
did undertake and promise in manner and form as
the said Duncoorauma Chitty hath above in that
behalf alledged against him. And they assess the
damages of the said Duncoorauma Chitty 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

Judgment signed for the Plaintiff 27th August 1810 BW.

this behalf expended to One thousand Nine hundred and Forty Seven Pagodas and Forty two Fanams and for those Costs and Charges to One hundred and Fifty eight Pagodas and Thirty eight Fanams - Therefore it is Considered that the said Suncoorauma Chitty do Recover against the said Meer Velly his said damages Costs and Charges in the whole Amount to Two thousand One hundred and Six Pagodas and Thirty Five Fanams And thereupon the said Suncoorauma Chitty by his said 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 Meer Velly to Satisfy the said Suncoorauma Chitty of Two thousand One hundred and Six Pagodas and Thirty Five Fanams which the said Suncoorauma Chitty Recovered against the said Meer Velly for damages sustained as well by occasion of the Non performance of Certain promises and undertakings Lately Made by the said Meer Velly to the said Suncoorauma Chitty 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 1st Eleventh day of

Writ of Capias issued 27th August BW

W. 42.

of September Next.

Plead before the Honble Sir Thomas Andrew Strange, Knight Chief Justice and the Honble Sir Francis Macnaghten, Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year one thousand eight hundred and ten.

Fort St. George Madras } Sandy Royer puts in his place John Carruthers his attorney against Tavendava Chitty in a Plea of Trespass &c the case.

Fort St. George Madras } The said Tavendava Chitty in his proper person at the Suit of the said Sandy Royer in the Plea aforesaid.

Fort St. George Madras } Be it Remembered that as of the Second Term in the Year one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Sandy Royer by John Carruthers his attorney &c and brought into the said Court then there his certain Plaint against Tavendava 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 Madras

Plaintiffs Affidavit
to
filed 26. June
1810.

Fort Saint George Madras. To Candy Royer by John Carruthers his Attorney Complains of Tourndaun Chitty Being a Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case For that Whereas the said Tourndaun Chitty heretofore to Wit on the Seventeenth day of July in the Year One Thousand Eight Hundred and Eight at Madras aforesaid made his Note Writing in the Malabar Language According to the Laws and Customs of such Hindoo Natives of India, his own Proper hand being thereunto Subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Candy Royer by which said Note he the said Tourndaun Chitty Acknowledged to have Borrowed and Received from the said Candy Royer the Sum of One Hundred and Ten Star Pagodas of Current Money of Madras which Sum the said Tourndaun Chitty did thereby engage to Repay to the said Candy Royer on or before the Tenth January One Thousand Eight hundred and Ten make all such Interest as should or might become due thereon at the Rate of Nine per Cent per Annum by Reason whereof and by force of the Laws and Customs of such Hindoo Natives of India the said Tourndaun Chitty became liable to pay to the said Candy Royer 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 Tourndaun Chitty in consideration thereof Afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said

Candy

Candy Royer 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 also the said Taundava Chitty Afterwards to wit on the day and Year aforesaid was indebted to the said Taundava Chitty in the Sum of Two Hundred Star Pagodas of the like lawful Current Money of Madras for so much money by the said Candy Royer before that time lent and advanced to the said Taundava Chitty and at his Special instance and Request and being so indebted he the said Taundava Chitty in Consideration thereof Afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Candy Royer to pay him the said last Mentioned Sum of Money when he the said Taundava Chitty should be thereunto Afterwards requested And Whereas also the said Taundava Chitty Afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Candy Royer in other Two Hundred Star Pagodas of like lawful Current Money of Madras for so much Money by the said Taundava Chitty before that time had and Received to and for the use of the said Candy Royer and being so indebted he the said Taundava Chitty in Consideration thereof Afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Taundava Chitty to pay him the said Last Mentioned Sum of Money

When

when he the said Tawndawa Chitty should be thereunto
Afterwards Requested And Whereas also the said Tawndawa
Chitty. Afterwards to wit on the same day and Year aforesaid
at Madras aforesaid Accounted with the said Candy Royer of
and Concerning divers other Sums of Money before that time
due and Owing from the said Tawndawa to the said Candy
Royer and then being in arrear and indebted and upon that
Accounting the said Tawndawa Chitty was then and there found
to be in Arrear and indebted to the said Candy Royer in
other Two Hundred Star Pagodas of like Lawful Current
Money of Madras and being so found in Arrear and indebted
he the said Tawndawa Chitty in Consideration thereof
Afterwards to wit on the day and Year aforesaid at Madras
aforesaid undertook and then and there faithfully promised the said
Candy Royer to pay him the said last mentioned Sum of Money
when he should be thereunto Afterwards Requested. Yet the said
Tawndawa Chitty Not regarded 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 Candy Royer in this behalf
hath not yet paid the said several Sums of Money aforesaid
or any part thereof to the said Candy Royer Although often
Requested so to do but to pay the same or any part thereof to the
said Candy Royer he the said Tawndawa Chitty hath hitherto
Wholly Refused and still doth Refuse to the said Candy Royer

of

W. H.

of Two Hundred Star Pagodas and therefore he brings his Suit &c.

And now in this Third Term in the Year of our Lord One thousand Eight hundred and Ten that is to say on the Thirty first day of July instt. at which day came as well to the said Candy Royer as to the said Tawndwa Celitty to inforce the Court of the premisses Comes the said Candy Royer by his Attorney aforesaid and the said Tawndwa Celitty although solemnly called come not but made default and the Justices of this Court having heard the allegations of the party Plaintiff and examined the truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the said Tawndwa Celitty did undertake and promise in Manner and Form as the said Candy Royer hath above in that behalf alledged against him And they assess the damages of the said Candy Royer 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 Pagodas and Thirty six fanams and for those Costs and Charges to One hundred and Sixty Pagodas and Thirty two fanams Therefore it is considered that the said Candy Royer do recover against the said Tawndwa Celitty his said damages Costs and Charges in form aforesaid assessed which said Damages Costs and Charges in the whole Amount to Two hundred and Ninety One Pagodas and Twenty

Three

Fried Execute

Judgment for the Plaintiff on a Verdict in assumpsit

Judgment signed for the Plaintiff on the 27. day of August 1810

Mercy

three pagodas - And the said Tawndawa Chitty in Mercy &c.

And thereupon the said Candy Boyer by his said attorney prays the Writ of our Lord the King of Enquiries ad Satisfaciendum to be directed to the Sheriff of Madras commanding him to take the body of the said Tawndawa Chitty to satisfy the said Candy Boyer of Two hundred and Ninety One Pagodas and twenty three fanams on bide the said Candy Boyer recovered against the said Tawndawa Chitty for damages sustained as well on occasion of the Non performance of certain promises and undertakings lately made by the said Tawndawa Chitty to the said Candy Boyer 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 September Next. —

Writ of Ca. ad. Sa. issued 27 August 1810

Plea before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year one thousand eight hundred and ten.

Madras (to Wit) Shashaundry Kistnarna Chittyar puts in his Attorney against Mungatlay Ummall Kistnaundausamy Permaul Chitty Narraen Chitty Bashaw Chitty and Kistnaundausamy Kistnarna Chitty Representatives and Successors to the Estate of Kistnadausamy Dowaraya Chitty deceased in a Plea of Trespass on the Case —

Madras (to Wit) The said Mungatlay Ummall Kistnaundausamy Permaul Chitty Narraen Chitty Bashaw Chitty and Kistnaundausamy Kistnarna Chitty Representatives as aforesaid at the Suit of the said Shashaundry Kistnarna Chittyar 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 Ten before the Supreme Court of Judicature at Madras came Shashaundry Kistnarna Chittyar by his Attorney and brought into the said Court then there his certain Plaint against Mungatlay Ummall Kistnaundausamy Permaul Chitty Narraen Chitty Bashaw Chitty and Kistnaundausamy Kistnarna Chitty in the 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 Assumpsit filed 17. March 1810

Madras (to Wit) Shashaundry Krishnama Chittyar &c by Daniel Neale his Attorney Complains of Murrygatty Vurrivelle Krishnaudaudary Perrimal Chitty Narrain Chitty, Bashear Chitty and Krishnaudaudary Krishnama Chitty who are Hindoo Inhabitants of Madras and as such persons respectively subject to the Jurisdiction of this Honorable Court and who are Representatives and successors to the Estate of Krishnaudaudary Dowaroya Chitty deceased at the time of the death of the said Krishnaudaudary Dowaroya Chitty who was in his life time a Hindoo Inhabitant of Madras for that Whereas heretofore to wit on the Eleventh day of December in the Year of Christ One thousand Eight hundred and Eight at madras the said Krishnaudaudary Dowaroya Chitty in his life time made (according to the custom of said Hindoos) his certain instrument in writing in the Malabar language purporting to be a Bond his proper hand being thereto Malabar Year Vellava corresponding with the day and Year of Christ aforesaid and then and there delivered the said instrument in writing to the said Shashaundry Krishnama and to one Perrimaudan Coothy Chittyar in the life time of the said Perrimaudan Coothy Chittyar who is now deceased and whom the said Shashaundry Krishnama hath survived whereby the said Krishnaudaudary Dowaroya Chitty acknowledged that in consequence of his urgent occasion

occasion he had on the day of the date of the same instrument borrowed and received of the said Pennavaulan Coothy Chittyar and the said Shashaundry Kistnanna (by the names and additions of Pennavaulan Coothy Chittyar Shashaundry alias Kistnanna Chittyar of Ammiapaun) the sum of One Thousand five hundred and Sixty Star Pagodas and three quarters of a Star Pagoda Current Money of Madras which Sum the said Kistnandawary Devanaya Chitty thereby engage to repay to the said Pennavaulan Coothy Chittyar Shashaundry Kistnanna on or before the Thirtieth day of the Malabar Month Maudy or the tenth day of March with all such interest as should or might become due thereon at the rate of Nine per Cent per Annum By Means whereof and according to the Customs aforesaid of such Bandoos the said Kistnandawary Devanaya Chitty became liable to pay to the said Pennavaulan Coothy Chittyar and Shashaundry Kistnanna the said Sum of Money in the said instrument in writing specified with interest as aforesaid on the tenth day of March next following the day of the date of the said instrument in writing and being so liable the said Kistnandawary Devanaya Chitty in his life time in consideration thereof afterwards to wit on the said Eleventh day of December in the Year of Christ aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pennavaulan Coothy Chittyar and Shashaundry Kistnanna in the life time of the said

P. Pennavaulan

Pennavarlan Coothy Chittyar to pay therein the said Sum
of Money in the said instrument in writing specified with
interest as aforesaid on the tenth day of March next
following the day of the date of the said instrument
in writing. And Witness afterwards to wit on the
said Eleventh day of December in the Year of
Christ One thousand Eight hundred and Eight
aforesaid at Madras aforesaid the said Kistnanadoory
Dawaroja Chittyar in his life time made his certain
other instrument in writing in the Malabar language
purporting to be a Bond his proper hand being there-
unto subscribed bearing date the first Maungaly of the
Malabar Year Valava (corresponding with the day and
year of Christ last aforesaid) and there and there
delivered the said last mentioned instrument in
writing to the said Shanbanday Kistnanna and to
one Pennavarlan Coothy Chittyar in the life time of
the said Pennavarlan Coothy Chittyar who is now
deceased and whereas the said Shanbanday Kistnama
hath survived Whereby the said Kistnanadoory
Dawaroja Chitty acknowledged that in consequence of
his urgent occasion he had on the day of the date of the
said last mentioned instrument in writing borrowed
and received of the said Pennavarlan Coothy Chittyar and

the

W.B.

the said Shashaundry Kistnama By the Names and addition of Permaculan Coetty Chittyar Shashaundry Kistnama & Chittyar of Pannaiapan) the Sum of One thousand four hundred and Sixty Star Pagodas and three quarters of a Star Pagoda Current Money of Madras which Sum the said Kistnadaundary Dawanoya Chitty did thereby engage to repay to the said Permaculan Coetty Chittyar and Shashaundry Kistnama on or before the Thirtieth day of the Malabar Month Maundy or the tenth day of March with all such interest as should or might become due thereon at the Rate of Nine Pon and Per Annum By means whereof the said Kistnadaundary Dawanoya Chitty became liable to pay to the said Permaculan Coetty Chittyar and to the said Shashaundry Kistnama the aforesaid last mentioned Sum of Money with interest according to the tenor and effect of the said last mentioned instrument in writing and being so liable the said Kistnadaundary Dawanoya Chitty in his life time in consideration thereof afterwards to wit on the said Eleventh of December in the Year of Christ aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Permaculan Coetty Chittyar & Shashaundry Kistnama and in the life time of the said Permaculan Coetty Chittyar to pay them the said last mentioned Sum of Money with interest according to the Tenor and effect of the

the said last Mentioned instrument in writing And Whereas
afterwards to wit on the Eleventh day of March in the Year
of Christ One Thousand Eight hundred and Nine at
Madras aforesaid the said Kistnaundaundary Davaroya Chitty
in his life time was indebted to the said Permanaulan
Coatty Chittyar and Shaukaundry Kistnanna in the life
time of the said Permanaulan Coatty Chittyar in the
Sum of Three Thousand Star Pagodes of the lawful
Current Money of Madras for Money by the said
Permanaulan Coatty Chittyar and Shaukaundry Kistnanna
before that time lent and advanced to the said Kistnan-
daundary Davaroya Chitty and at his special instance and
request and being so indebted the said Kistnaundaundary
Davaroya Chitty in his life time 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 Permanaulan Coatty Chittyar and
Shaukaundry Kistnanna in the life time of the said
Permanaulan Coatty Chittyar to pay them the said last
mentioned Sum of Money when he the said Kistnaundaundary
Davaroya Chitty should be thereto afterwards requested And
Whereas the said Kistnaundaundary Davaroya Chitty in his life
time afterwards to wit on the same day and Year last
aforesaid at Madras aforesaid accounted with the said
Permanaulan Coatty Chittyar and Shaukaundry Kistnanna

on

No 15.

in the life time of the said Ponnuvadan Coatty Chittyar of and concerning divers other Sums of Money before that time due and owing from the said Kistnandaswamy Pavaraja Chetty to the said Ponnuvadan Coatty Chittyar and Shanbaga Kistnama and then being in arrear and unpaid upon the which accounting the said Kistnandaswamy Pavaraja Chetty was then and there found to be in arrear and indebted to the said Ponnuvadan Coatty Chittyar and Shanbaga Kistnama in the further Sum of Three Thousand Star Pagodas of the lawful Current Money of Madras and being so found in arrear and indebted the said Kistnandaswamy Pavaraja Chetty 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 Ponnuvadan Coatty Chittyar and Shanbaga Kistnama in the life time of the said Ponnuvadan Coatty Chittyar to pay them the said Sum of Money when he the said Kistnandaswamy Pavaraja Chetty should be thereto afterwards requested Yet the said Kistnandaswamy Pavaraja Chetty in his life time and the said Mungatty Nannadu Kistnandaswamy Pennaul Chetty Narrain Chetty and Kistnandaswamy Kistnama Chetty Representatives and Successors as aforesaid not regarding the said several Promises and undertakings of the

No. 10

the said Shistrianadanaway Dewaraja Chitty do by him
in Manner and form aforesaid made but contriveing —
and intending to deceive and defraud the said —
Periavaulan Coatty Chittyar and Shashanday Shistrianna
in the life time of the said Periavaulan Coatty Chittyar
and the said Shashanday Shistrianna since the death
of the said Periavaulan Coatty Chittyar in this behalf the
said Shistrianadanaway Dewaraja Chitty in his life time
did not pay and the said Mungatty Unnanda Shistrianna
Saverinda Chitty Narrinda Chitty - Rasiahar Chitty
and Shistrianadanaway Shistrianna Chitty Representatives
and Successors as aforesaid have not nor hath either of
them paid the said Several Sums of Money or any
or either of them or any part thereof or all or any of the
interest Monies mentioned in the first and Second
Counts Or Though so to do the said Shistrianadanaway Dewaraja
Chitty in his life time to wit on the day and year last
aforesaid was requested by the said Periavaulan Coatty
Chittyar and Shashanday Shistrianna in the life time
of the said Periavaulan Coatty Chittyar and after the
deaths of the said Shistrianadanaway Dewaraja Chitty and
Periavaulan Coatty Chittyar respectively to wit on the
twelfth day of March in the Year of Christ One
thousand Eight hundred and ten and from thence
afterwards

No. 15.

the said Murugatty Veerenall Kistnanadanary Permanal Chitty Narrain Chitty Bashcon Chitty and Kistnanadanary Kistnanna Chitty Representatives and Successors as aforesaid will be ready to pay the same to the said Shashanadoy Kistnanna according as aforesaid to the said Murugatty Veerenall Kistnanadanary Permanal Chitty Narrain Chitty Bashcon Chitty and Kistnanadanary Kistnanna Chitty Representatives and Successors as aforesaid Will be ready to pay the same to the said Shashanadoy Kistnanna according as aforesaid to the damage of the said Shashanadoy Kistnanna to the amount as aforesaid of Three Thousand Star Pagodas and therefore he brings his said Suit &c.

And the said Murugatty Permanal Narrain, Bashcon and Kistnanadanary Kistnanna having come by Simmons Dunn their Attorney defended the wrong and injury when &c. And saith nothing in bar or preclusion of the said Action of the said Shashanadoy Kistnanna whereby the said Shashanadoy Kistnanna ought to have and Therein undefended against the said Murugatty Permanal, Narrain, Bashcon and Kistnanadanary Kistnanna and by reason Whereof a day was given to the said Shashanadoy Kistnanna Whereupon he should come before the Court and

Tried Expirte

and verify his said plaint and suit.—

At which day being the Seventeenth day of July—
in this Term comes the said Shashaudey Thistnarra by
his said Attorney and alleges and proves to the Court the
Matters of his said plaint and the Justices of this Court.
having heard Examined and Considered the Allegations
of the said Shashaudey Thistnarra and the depositions of
the Witnesses adduced by him have pronounced that.—
the said Thistnadaneery Dawaraya Chitty in his life time
did undertake and promise in manner and form as
the said Shashaudey Thistnarra hath above thereof
Complained against the said Murugattay Permaul,
Narrain Bashan and Thistnadaneery Thistnarra and
that the said Shashaudey Thistnarra as Survivor &c.
aforesaid had Sustained damage by occasion of the
Non performance by the said Thistnadaneery Dawaraya
Plaint mentioned to the sum of One Thousand six
hundred and Sixty three Pagodas and Thirty three Fanams
over and besides the Costs and Charges of the said
Shashaudey Thistnarra by him about his Suit in this behalf
expended And also that the said Murugattay Permaul, Narrain,
Bashan and Thistnadaneery Thistnarra were the Representatives
and Successors to the Estate of the said Thistnadaneery Dawaraya
Chitty

W. 15

Chetty and had Possessed Thirteen No of and had in their hands to be Ad
Administered such Estate Sufficient to Satisfy the said Debt
of One thousand Six hundred and Fifty three Pagodas and
Thirty three Fanams -

Judgment for the Plaintiff as understood

And now at this day comes the said Shashaudry Kistnarra by his said Attorney and gives the Court here to understand And by entered that after the said Seventeenth day of July and before this day to wit on the Twenty fourth day of July in this Term at Madras the said Mungattoy has died And the said Perumal, Narrain, Boshoon and Kistnadaudery Kistnarra have survived her - which Allegation the said Perumal Narrain, Boshoon and Kistnadaudery Kistnarra do not deny but admit to be true Whereupon let no further proceedings be had in this Cause against the said Mungattoy And thereupon the said Shashaudry Kistnarra Prays that the Damages so aforesaid found And his Costs and Charges aforesaid may be adjudged to him against the said Perumal, Narrain, Boshoon and Kistnadaudery Kistnarra -

Judgment signed for the Plaintiff 20. August 1810

It is therefore Considered and Adjudged that the said Shashaudry Kistnarra recover against the said Perumal, Narrain Boshoon and Kistnadaudery Kistnarra Representatives as aforesaid his damages so aforesaid to the said Sum of One thousand two hundred

Pounds

W. H.

hundred and Sixty three Pagodas and thirty three fanams
And that the said Permaul Narrain Bushwar and
Thistnadauwry Thistnama pay to the said Shashaudry
Thistnama for his said Costs and Charges the Sum
of One hundred and Sixty Pagodas and Seventy four
fanams which Costs and Charges Amount
to One Thousand Eight hundred and
Pagodas and Twelve fanams to be Levied as to the Sum
Sum of One Thousand Six hundred and Sixty three
Pagodas and Thirty three fanams of the Goods and
Chattels which were of the said Thistnadauwry Dawanja
Chetty at the time of his death and which are now in
Chetty at the time of his death and which are now in
or shall hereafter come to the hands of the said
Permaul, Narrain, Bushwar and Thistnadauwry
Thistnama as Representatives as aforesaid to be
hundred and Sixty Pagodas and Seventy four fanams
to be Levied of the Goods and Chattels which were of
the said Thistnadauwry Dawanja Chetty at the time
of his death And which shall be in the hands of the
said Permaul Narrain Bushwar and Thistnadauwry
Thistnama as Representatives as aforesaid to be Administered if
they shall have so made thereof in their hands to be Administered And if
they shall not have so made thereof in their hands to be administered
them to be Levied of the proper Goods and Chattels of the said Permaul Narrain
Bushwar

Chitty and had possessed themselves of and had in their hands to be administered such Estate sufficient to satisfy the said Sum of One thousand Six hundred and Sixty three Pagodas and thirty three fanams.

Judgment for the Plaintiff on a Verdict in a Jumpsit

And now at this day comes the said Shashaudry Chitty by his said Attorney and gives the Court here to understand and be informed that after the said Twentieth day of July and before this day to wit on the Twenty fourth day of July in this Term at Madras the said Mungatty has died and the said Permaul, Narrain, Bashcar and Chitty Chitty have survived her which Allegation the said Permaul Narrain, Bashcar and Chitty Chitty do not deny but admit to be true. Therefore let no further proceedings be had in this Cause against the said Mungatty And thereupon the said Shashaudry Chitty prays that the Damages so as aforesaid found and his Cost and Charges aforesaid may be adjudged to him against the said Permaul, Narrain, Bashcar and Chitty Chitty.

Judgment signed for the Plaintiff 20. August 1810

It is therefore Considered and adjudged that the said Shashaudry Chitty recover against the said Permaul, Narrain Bashcar and Chitty Chitty Representatives as aforesaid his damages & aforesaid to the said Sum of One thousand Six hundred

W. B.

hundred and Sixty three Pagodas and thirty three fanams and that the said Permaul, Narrain, Bashcar and Chitty Chitty Chitty pay to the said Shashaudry Chitty Chitty for his said Cost and Charges the Sum of One hundred and Sixty Pagodas and Twenty four fanams which damages Cost and Charges Amount to One thousand Eight hundred and Twenty four Pagodas and Twelve fanams to be Levied as to the said Sum of One thousand Six hundred and Sixty three Pagodas and thirty three fanams of the Goods and Chattels which were of the said Chitty Chitty Permaul at the time of his death and which are now in the hands of the said Permaul, Narrain, Bashcar and Chitty Chitty Representatives as aforesaid to be administered. And as to the said Sum of One hundred and Sixty Pagodas and Twenty four fanams to be Levied of the Goods and Chattels which were of the said Chitty Chitty Permaul at the time of his death and which shall be in the hands of the said Permaul Narrain Bashcar and Chitty Chitty Representatives as aforesaid to be Administered if they shall have so much thereof in their hands to be Administered and if they shall not have so much thereof in their hands to be administered then to be Levied of the proper Goods and Chattels of the said Permaul Narrain, Bashcar

W. B.

Mercy

Bashcar and Kistnadauvary Kistnarra and the said Permaul, Narrain, Bashcar and Kistnadauvary Kistnarra in Mercy &c.

And hereupon the said Shashaudry Kistnarra Chittyar by his said attorney prays the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects Real and Personal of the said Kistnandauvary Dauvaya Chitty at the time of his death in the hands of the said Permaul Chitty Narrain Chitty Bashcar Chitty and Kistnandauvary Kistnarra Chitty Personal Representatives and Successors of the said Kistnandauvary Chitty deceased to be Administered without the Jurisdiction of this Court by Seizure and if it be Necessary by Sale thereof, the sum of One thousand Eight hundred and Twenty four Pagodas and twelve fanams which the said Shashaudry Kistnarra Chittyar Recovered against the said Permaul Chitty Narrain Chitty Bashcar Chitty and Kistnandauvary Kistnarra Chitty as the Representatives and Successors as aforesaid for his damages which he had sustained as well on occasion of the non performance of several promises and understandings made by the said Kistnadauvary Dauvaya Chitty in his life time to the said Shashadry Kistnarra Chittyar as for his Costs and Charges by him about his Suit in that behalf expended, if the said Permaul, Narrain Bashcar and Kistnadauvary have so much thereof in their hands to be Administered, and if they have not so much thereof in their hands to be administered then the sum of One hundred and Sixty Pagodas and Twenty four fanams, parcel of the damages aforesaid being for the Costs and Charges aforesaid to be delivered of the proper Goods of the said Permaul Narrain Bashcar and Kistnadauvary Kistnarnah Chitty And it is granted unto him

Writ of Fi. Fa. issued 30th August 1810 -

Returnable here on first day of October Next. —

No. 45

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year one thousand Eight hundred and Ten. —

Madras to Wit — John Doe on the demise of Aroonachella Pranniny puts in his place Thomas Annesley Browne his Attorney against Kyrudden Hussein Khan and Nineappa Pranniny in a Plea of Trespass on the Case and Ejectment —

Madras to Wit The said Kyrudden Hussein Khan and Nineappa &c Pranniny put in their place Daniel Neale their 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 Eight before the Supreme Court of Judicature at Madras came John Doe by Thomas Annesley Browne his Attorney and brought into the said Court there his certain Plaint against Kyrudden Hussein Khan and Nineappa Pranniny in a Plea of Trespass on the Case and Ejectment and there are Pledges for the prosecution to wit John Doun and Richard Roe which said Plaint follows in these words that is to say

Madras to Wit

Third Term 1810.

Plaint in Exchequer
Filed 22d
March 1808

Madras to Wit John Doe by Thomas Annesley Browne his attorney complains of Rayruddeen Husseen Khan and Nineappa Gramany being Inhabitants of Madras and as such persons &c liable to the Jurisdiction of this Honble Court. For that one Arroonachella Gramany heretofore to wit on the first day of August in the year One Thousand Eight hundred and Seven at Madras aforesaid had demised granted and to farm let to the said John Doe Messuages Ten dwelling houses, Twenty out houses Twenty Cottages Fifty Cannies of Arable Land and fifty Cannies of Garden Ground with the Appurtenances situate lying and being at Triplicane within the limits as said for the Jurisdiction of this Honble Court. To have and to hold the said Tenements with the Appurtenances to the said John and his assigns from the Second day of August in the Year aforesaid for and during and unto the full end and Term of five Years from thence next ensuing and fully to be complete and ended by virtue of which said demise the said John entered into the said premises with the Appurtenances and was possessed thereof until the said Rayruddeen Hussein Khan and Nineappa Gramany afterwards to wit on the said Second day of August in the year aforesaid with force and arms &c entered into the premises aforesaid with the Appurtenances which the said Arroonachella Gramany had demised to the said John in manner aforesaid and for the term 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 against the peace of our Lord the King and to the damage of the said

John

22. Aug 15

1810

Judgment Roll

Third Term

Section 14

Salem of Five hundred Pagodas and therefore he brings his
Suit. —

And afterwards to wit in the Second Sessn of the
Year one Thousand eight hundred and Eight in the said Su-
preme Court of Judicature at Madras, whilst which Sessn
the said Thyrudeen Hussein Khan and Nineapah Gra-
ming had leave to imparl to the said Point and then to
impalance answer the same came as well the said John Doe by his
said Attorney as the said Thyrudeen Hussein Khan and
Read filed Nineapah Gramming by their said Attorney, and the said
25. March 808 Thyrudeen Hussein Khan and Nineapah Gramming defend
the force and injury when &c. and say that they are not guilty
of the trespass and ejectment above laid to their charge in the
manner and form as the said John Doe hath above thereof
complained against them: And this they pray may be
inquired of by the Court —
Issue joined And the said Salem Doe pra-
dotth the like. —

Afterwards a day was given by the Court &c.
to the parties respectively for the trial of the issue to be aforesaid
joined between them —

Tried, and the Lessor of the Plaintiff non suited At which day being the Ninth day of April in
the Second Term now last past came the said John Doe
and also the said Thyrudeen Hussein Khan and
Nineapah Gramming by their respective Attornies aforesaid
and the Justices of this Court having here examined and
considered the Matters in issue between the parties and
the depositions of the Witnesses adduced by them respectively

over

were about to pronounce their Verdict of and upon the premises 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 said Plaint and Suit against the said Kyrunddeen Hussein Khan and Ninecappa Gramming Therefore it is considered that the said John Doe take Nothing by his said plaint but that he and his pledge to prosecute be in Mercy &c— and that the said Kyrunddeen Hussein Khan and Ninecappa Gramming thereof without day— and it is further considered that the said Kyrunddeen Hussein Khan and Ninecappa Gramming recover against the said John Doe for their Costs and charges laid out by them about their defence in this behalf the Sum of One hundred and forty Seven Pagodas and Eleven Fanams by the Court here adjudged to the said Kyrunddeen Hussein Khan and Ninecappa Gramming and with their assent according to the form of the Statute in such case made and provided and that the said Kyrunddeen Hussein Khan and Ninecappa Gramming have execution thereof &c—

Judgment of non suit against the Person of the Plaintiff signed 25th August 1810 W.

And thereupon the said Kyrunddeen Hussein Khan and Ninecappa Gramming by their said 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 John Doe to Satisfy the said Kyrunddeen Hussein Khan and Ninecappa Gramming the Sum of One hundred and forty Seven Pagodas and Eleven Fanams adjudged to the said Kyrunddeen Hussein Khan and Ninecappa Gramming

1816

Framing for Costs and Charges by them Expended
about their defence at the Suit of the said John Doe
and it is granted unto him, returnable here on
the Seventh day of September Next. —

Writ of Ca. D. Sd
of John Doe 3d.
August 1810

Third Term 1810

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice the Honble Sir Francis Macnaghten, Knight, and the Honble Sir John Henry Newbolt, Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year one thousand eight hundred and ten. —

Madras to wit. } John Doe on the demise of Coomarasawmy Chitty as per gate in the place Gilbert Ricketts his attorney against Richard Roe in a Plea of Trespass on the Case and Ejectment. —

Madras to wit. } The said Richard Roe in his own person at the suit of the said John Doe in the Plea aforesaid. —

Madras to wit. } Be it Remembered that in the Third Term in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by Gilbert Ricketts his attorney and brought into the said Court then there his certain Plaint against Richard Roe in a Plea of Trespass on the Case and Ejectment and there are Pledges for the prosecution to wit John Doen and Richard Roen which said Plaint follows in these words that is to say

Madras

Plain pin Costmark
filed 24 July 1810

Madras to wit John Doe by Gilbert Ricketts his attorney complains of Richard Roe being a British Subject and as such a person liable to the Jurisdiction of this Honble Court in a Plea of Trespass and Ejectment For that — Whereas Commandanvony Schottyar heretofore to wit on the first day of August in the Year of Christ One Thousand Eight hundred and seven had demised granted and to farm let out to the said John Doe Five Mahuages with the outhouses and Appurtenances thereto belonging Fifty Cottages Fifty other Buildings and Fifty Acres of Land with the Appurtenances thereunto belonging Situate lying and being at Pedda Naicka pollah in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honble Court To have and to hold the same premises with the Appurtenances to the said John and his Assigns — from the said first day of August 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 Vertue 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 August in the year aforesaid with force and Arms &c entered in the premises aforesaid with the Appurtenances in the Possession of the said John and them out there ejected drove out and removed the

said

said John from the said Term his said Term thereof and being yet ended and heard the said John as yoder drove out and removed saith kept out and still doth keep from his possession thereof and other injuries to him the said John 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 in this Third Term in the Year of Christ One thousand Eight hundred and two that is to say on the Seventh day of August in that year on which day was given to the said Richard to appear the said Court and there to Answer the damages 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 remaining thereof undefended against the said Richard. Therefore it is considered that the said John recover against the said Richard his said Debt yet to come of and in the premises aforesaid with his apportenances and also his Damages sustained by reason of the Trespass and Detinent aforesaid and hereupon the said John Lady here in Court Remit to the said Richard all such damages costs and charges as ought or ought to be adjudged to him the said Lady

Judgment against the Defendant

Judgment against the Defendant for the Plaintiff 31st August 1810

Pro

reason of the Trespass and Ejectment aforesaid Therefore
let the said Richard be acquitted of those Damages Costs
and Charges &c. and hereupon the said John prays
the Writ of our Lord the King to be directed to the
Sheriff of Madison to cause him to have Possession of
his said Terms yet to come of and in the premises
aforesaid with the Appurtenances and it is granted to him
Returnable on the 14th day of September next

Writ of Possession
issued on the 4th
day of August 1810

Fluvid Turin 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice the Honble Sir Francis Macnaghten Knight and the Honble Sir John Henry Newbolt Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year one thousand eight hundred and Ten. —

Fort Saint George Madras to wit } Manavaurcanacoo Varadarauja Moodaliar puts in his place William Light his attorney against Coodalore Moottu Chitty Pitchehey Bauly Chitty and Manchella Dasa Chitty in a Plea of Trespass on the Case.

Fort Saint George Madras to wit } The said Coodalore Moottu Chitty puts in his place Daniel Neale his attorney at the Suit of the said Manavaurcanacoo Varadarauja Moodaliar in the Plea aforesaid. —

Fort Saint George Madras to wit } Be it Remembered that in the Vacation after Fourth Term in the Year of our Lord one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Manavaurcanacoo Varadarauja Moodaliar by William Light his Attorney and brought into the said Court then there his certain Plaint against Coodalore Moottu Chitty Pitchehey Bauly Chitty and Manchella Dasa Chitty in 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

W. W.

Plaintiff Appears
filed 24 November
809 -

Fort Saint George Madras to wit Maruvanaurtarnacon Varadarauja Modaliar by William Leigh his Attorney complaining of Goodaloor Mootha Chitty Pitchchey Bandy Chitty and Manchella Dasa Chitty being Natives and Inhabitants of Madras Respectively and as such Persons liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the Case Wherein the said Goodaloor Mootha Chitty Pitchchey Bandy Chitty and Manchella Dasa Chitty heretofore to wit on the Eleventh day of November in the Year of Christ One Thousand Eight Hundred and Nine at Madras aforesaid were indebted to the said Maruvanaurtarnacon Varadarauja Modaliar in the sum of Eight Hundred Star Pagodas of the Current Money of Madras aforesaid for so much money by the said Maruvanaurtarnacon Varadarauja Modaliar before that time lent and advanced to the said Goodaloor Mootha Chitty Pitchchey Bandy Chitty and Manchella Dasa Chitty at their special Instance and Request and being so indebted they the said Goodaloor Mootha Chitty Pitchchey Bandy Chitty and Manchella Dasa Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Maruvanaurtarnacon Varadarauja Modaliar to pay him the said last mentioned

No 58

mentioned Sum of Money when they the said Coodaloe Mootha Chitty Petcheky Bandy Chitty and Maurchella Dasoo Chitty should be thereto after-wards requested And Whereas also the said Coodaloe Mootha Chitty Petcheky Bandy Chitty and Maurchella Dasoo Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Manavaserranaco Vanadrayja Modaliar in other Eight Hundred Star Pagodas of like Current Money of Madras aforesaid for so much money by the said Manavaserranaco Vanda-rayja Modaliar before that time Paid laid out and Expended, to and for use of the said Coodaloe Mootha Chitty Petcheky Bandy Chitty and Maurchella Dasoo Chitty at their Special instance and request and being so indebted they the said Coodaloe Mootha Chitty Petcheky Bandy Chitty and Maurchella Dasoo Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at the Madras aforesaid undertook and then and there faithfully promised the said Manavaserranaco Vanda-rayja Modaliar to pay him the said last mentioned Sum of money when they the said Coodaloe Mootha Chitty Petcheky Bandy Chitty and Maurchella Dasoo

Chitty

Chitty Should be thereto afterwards requested And
Whereas also the said Coodalore Moottu Chitty &
Pitchchy Bandy Chitty and Manchella Dasso Chitty
afterwards to wit on the same day and year last afo
aforesaid at Madras aforesaid was indebted to the said
Mannaarcanaroo Varadarauja Moodaliar in other
Eight Hundred Star Pagodas of like Current Money
of Madras aforesaid for so much Money by the said
Coodalore Moottu Chitty Pitchchy Bandy Chitty and
Manchella Dasso Chitty before that time had and
received to and for the use of the said Mannaarca-
naroo Varadaraujo Moodaliar and being so indebted thy
the said Coodalore Moottu Chitty Pitchchy Bandy Chitty
and Manchella Dasso Chitty 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 Mannaarcanaroo
Varadaraujo Moodaliar to pay unto the said last
mentioned Sum of Money when they the said Coodalore
Moottu Chitty Pitchchy Bandy Chitty and Manchella
Dasso Chitty should be thereto afterwards requested
And Whereas also the said Coodalore Moottu Chitty &
Pitchchy Bandy Chitty and Manchella Dasso Chitty
afterwards to wit on the same day and year last afore-
said at Madras aforesaid accounted with the said
Mannaarcanaroo Varadaraujo Moodaliar and

Concerning divers other sums of Money then due and
owing from the said Condalore Mootha Chitty &
Pitchaby Bandy Chitty and Manchella Dasoo Chitty to the
said Maruvaneremaroo Varadarayja Mudaliar and
there being in arrear and unpaid upon that Accounting
they the said Condalore Mootha Chitty Pitchaby Bandy
Chitty and Manchella Dasoo Chitty were then and there
found to be in arrear and Indebted to the said Maruvaneru
-remaroo Varadarayja Mudaliar in other Eight hundred
Star Pagodas of like Current Money of Madras aforesaid and
being so indebted they the said Condalore Mootha Chitty
Pitchaby Bandy Chitty and Manchella Dasoo Chitty in
Consideration thereof afterwards to wit on the same day
and year last aforesaid at Madras aforesaid vnderstood
and then and there Faithfully promised the said Maruvaneru
-remaroo Varadarayja Mudaliar to Pay him the said
last mentioned Sum of Money when they the said
Condalore Mootha Chitty Pitchaby Bandy Chitty and Manchella
Dasoo Chitty should be thereto afterwards requested yet the
said Condalore Mootha Chitty Pitchaby Bandy Chitty and
Manchella Dasoo Chitty 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 Maruvaneremaroo Varadarayja
Mudaliar

W. H.

Moodaliar in this behalf have not yet Paid the said
several Sums of Money or any or either of them or any
Part thereof to the said Manawaserarraroo Vandarayja
Moodaliar although often Requested so to do but to Pay
the same or any Part thereof they the said Coodaloor
Mootta Chitty Pitchaby Bauly Chitty and Manchella
Dasso Chitty have hitherto Wholly Refused and still
do Refuse To the Damage of the said Manawaserarraroo
Vandarayja Moodaliar of Eight Thousand Star Pagodas
and therefore he brings his Suit &c.

And afterwards to wit in the first Term of the Year
one Thousand eight hundred and Ten in the said Supreme
Court of Judicature at Madras, until which Term the
said Coodaloor Mootta Chitty Pitchaby Bauly Chitty and
Manchella Dasso Chitty had leave to imparl to the said
Plaintiff and then to Answer the same, came as well the
said Manawaserarraroo Vandarayja Moodaliar by his Att.
Attorney as the said Coodaloor Mootta Chitty by his Att.
Attorney, and the said Pitchaby Bauly Chitty, ~~Chitty~~ and
Manchella Dasso Chitty in person came and Comply
this action - And the said Coodaloor Mootta Chitty
Defends the Wrong and injury when &c. and says that
he and the said Pitchaby Bauly Chitty and Manchella
Dasso Chitty did not conduct &c. or procure in Manner
and Form as the said Manawaserarraroo Vandarayja
Moodaliar hath above thereof complained against
them

imparlance

Cognovit of Pitchaby Bauly Chitty & Manchella Dasso Chitty —

Plea of Coodaloor Mootta Chitty & Notice of Set off & particulars filed 8. February 1810 —

Were And this he the said Cordelore Martin Clerk
Inquiry may be enquired of by the Court —

General issue

And the said Varadaraja
doth the like. —

Afterwards for the trial of the issue so as
aforesaid joined between the said Varadaraja
and the said Martin a day was given to them by the
Court At which day being the thirteenth day of
July in this Term came the said Varadaraja
and the said Martin by their respective Attornies
aforesaid And the Justices of this Court having
heard examined and considered the Allegations
of the said Varadaraja and the said Martin and

Plaintiff non suited

the depositions of the Witnesses adduced by them
were about to pronounce their Verdict of and upon
the Matters in issue as aforesaid between the said
Varadaraja and the said Martin Whereupon the
said Varadaraja departed from the Court And
although solemnly called came not again but
made default and did not further prosecute his
said Plaint and suit against the said Martin —

Therefore it is Considered that the said Varadar-

Judgment signed against the Plaintiff 2 September 1810

aja take nothing by his said Plaint as against
the said Martin - but that the said Varadaraja And his
Pledges to prosecute be in Mercy &c. And that the

said

said Mootha go thereof without day And it is further
Considered that the said Varadarayja pay to the said
Mootha for the Costs and Charges of the said Mootha
laid out by him about his defence in this behalf the Sum
of One hundred and ten Pagodas and Six Fanams
And that the said Mootha have execution thereof &c.

Pleas before the Honble Sir Thomas Andrew Ստրange Knight Chief Justice & the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majesty Supreme Court of Judicature at Madras of the Third Term of the Year one thousand eight hundred and nine Sir.—

Madras (to wit) Haddyapah Chitty puts in his place Daniel Neale his Attorney against Ramasawmy Ramachendra Narsimmah Boachummah representatives of Bendy Appoo deceased in a Plea of Trespass on the Case &c.

Madras (to wit) The said Ramasawmy Ramachendra Narsimmah and Boachummah representatives as aforesaid at the suit of the said Haddyapah Chitty in the Plea aforesaid.—

Madras (to wit) Be it Remembered that in the Vacation after the Second Term in the Year of our Lord one thousand eight Hundred and Nine before the Supreme Court of Judicature at Madras came Haddyapah Chitty by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Ramasawmy Ramachendra Narsimmah and Boachummah in a Plea of Trespass on the Case and then and there Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Plaintiff assumpsit filed 27. March 1809 -

Madras (to wit) Caddyapah Chitty by Daniel Neale his Attorney Complains of Ramaswamy - Ramachundroo - Narsimmah and Boochammah who are respectively Hindoo Inhabitants of Madras and as such persons Subject to the Jurisdiction of this Honorable Court and who are the Representatives according to the Laws and Customs of the Hindoos and Professors of the estate which was of Brandy appoo deceased at the time of the death of the said Brandy appoo who was in his life time a Hindoo Inhabitant of Madras For That Whereas heretofore to wit on the fifteenth day of October in the Year of Christ One thousand eight hundred and seven at Madras the said Brandy appoo in his life time Made his certain Note in Writing Commonly called a Promissory Note his proper hand being thereunto subscribed and bearing date the day and year aforesaid and then and there delivered the same Note to the said Caddyapah - Whereby the said Brandy appoo promised at three Months after date to pay to the said Caddyapah or order the Sum of five hundred Star Pagodas with the interest at the rate of Ten per Cent per Annum as the Value Received of the said Caddyapah - By means whereof and by force of the Statute in such case made and provided the said Brandy appoo became liable to pay to the said Caddyapah 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 appoo in his life time 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 Haddyapah to pay him the said Sum of Money in the said Note specified according to the tenor and effect of the said Note. And Whereas afterwards to wit on the thirteenth day of October in the Year of Christ One thousand eight hundred and seven aforesd. at Madras aforesaid the said Bandy Appoo in his life time was indebted to the said Haddyapah in the Sum of One thousand Star Pagodas of the lawful current Money of Madras for Money by the said Haddyapah before that time lent and Advanced to the said Bandy Appoo and at his special instance and request And being so indebted the said Bandy Appoo 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 Haddyapah to pay him the said last Mentioned Sum of Money when he the said Bandy Appoo should be thereto afterwards requested & And Whereas the said Bandy Appoo in his life time afterwards to wit on the same day and year last aforesd at Madras aforesaid accounted with the said Haddyapah of and concerning divers other Sums of Money before that time due and owing from the said Bandy Appoo to the said Haddyapah and then being in arrear and worfpaid upon which accounting the said Bandy Appoo was then and there found to be

W. Hy.

is arrear and indebted to the said Haddyapah in the
further Sum of One Thousand Star Pagodas of like
Lawful Current Money of Madras and being so
found in Arrear and indebted the said Bandy
Appoo 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 Haddyapah
to pay him the said last Mentioned Sum of Money
whenever he the Bandy Appoo should be thereto after-
wards requested yet the said Bandy Appoo in his
life time and the said Ramadevarry Ramma
-chandroo Narsimmah and Boothummah Ra
-chandroo Narsimmah and Boothummah Ra
-chandroo as aforesaid not regarding the said
several promises and undertakings of the said
Bandy Appoo so by him in Manner and form
aforesaid Made but contriving and intending to
defraud the said Haddyapah in this
behalf the said Bandy Appoo in his life time did
not pay and the said Ramadevarry Ramma-
-chandroo Narsimmah and Boothummah Ramappoo
as aforesaid since the death of the said Bandy
Appoo 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 / Although so to do the
said Bandy Appoo in his life time to wit on the day
and

Pr. Hy

and Year last aforesaid and the said Ramadswamy & Ramachendrao - Narasimma and Bachumma Representatives as aforesaid since the death of the said Bandy Apjoo to wit on the twentieth day of March in the Year of Christ One Thousand eight hundred and nine and often times afterwards said and swore & represented by the said Haddyapah to wit at Madras aforesaid) But to pay the same the said Bandy Apjoo in his life time wholly refused and the said Ramadswamy Ramachendrao Narsimmah and Bachummah Representatives as aforesaid since the death of the said Bandy Apjoo have and every of them hath hitherto refused and still do refuse And Whereas the said Ramadswamy Ramachendrao - Narasimma and Bachummah Representatives as aforesaid afterwards to wit on the same day and Year last aforesaid at Madras aforesaid were indebted to the said Haddyapah in the Sum of Pagodas One Thousand Star of the like lawful Current Money of Madras for Money by the said Haddyapah before that time paid laid out and expended for the said Ramaswamy - Ramachandra - Narsimmah and Bachummah Representatives as aforesaid and at their special instance and request and being so indebted the said Ramaswamy - Ramachandra -

Ramachandroo Naradimmah and Bachum-
mah Representatives as aforesaid 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 Kaddy-
apah to pay unto the said last Mentioned Sum of
Money when they the said Ramaswamy Rama-
chendroo Narsimmah and Bachummah should
be thereto afterwards requested Yet the said
Ramaswamy Ramachendroo Narsimmah and
Bachummah Representatives as aforesaid not
regarding their said promise and undertaking do
but their Mind in Manner and form Mentioned in
the last Count but contriving and fraudulently
intending craftily and subtilly to deceive and defraud
the said Kaddyapah in this behalf have not Nor
hath either of them yet paid the said last mentioned Sum
of Money or any part thereof to the said Kaddyapah
although so to do the said Ramaswamy Ramachendroo
Narsimmah and Bachummah Representatives
as aforesaid were requested by the said Kaddyapah
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 Kaddyapah the said Ramaswamy
Ramachendroo

No 149.

Ramachendroo Narsimmah and Boothummah have and every of them hitherto wholly refused and still do refuse To the damage of the said Haddyapah of One thousand Star Pagodas and therefore he brings his Suit &c.

And the said Ramasawmy and Ramachendroo having come by the said Narsimmah and Boothummah as their Guardians and the said Narsimmah and Boothummah having also come by William Leight their attorney defended the wrong and injury when &c. and said nothing in bar or preclusion of the said action of the said Haddyapah Whereby the said Haddyapah remained therein undefended against the Ramasawmy & Ramachendroo Narsimmah and Boothummah and by reason Whereof a day was given to the said Haddyapah whereupon he should come before the Court and verify his said Plaint and Suit.

At which day being the thirty first day of July in this Third Term of the Year One thousand Eight hundred and Ten comes the said Haddyapah by his said Attorney and alleges and proves to the Court the Matters of his said Plaint and the Justices of this Court having heard examined and considered the allegations of the said Haddyapah and the depositions of the witnesses adduced by him have pronounced that the said Ramasawmy apppoo Naick in his life time did undertake & and promise in manner and form as the said Haddyapah

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1810

Judgment Roll

Third Term & 4th Term

Section 15

Haddyapah hath above thereof complained against the said Ramasawmy Ramachendroo Narsimmah and Boothummah and that the said Ramasawmy Ramachendroo Narsimmah and Boothummah are the Representatives and Successors to the Estate of the said Bandy appoo and have possessed themselves of such estate sufficient to satisfy the damages sustained by the said Haddyapah as hereinafter mentioned

And Now at this day comes the said Haddyapah by his said Attorney and prays Judgment for the damages sustained by him by occasion of the Non performance &c by the said Bandy Appoo Naick in his life time and by the said Ramasawmy Ramachendroo Narsimmah and Boothummah Representatives and Successors of several promises and undertakings of the said Bandy Appoo Naick which are in the Plaint mentioned and for the Costs and Charges of the said Haddyapah by him about his Suit in this behalf expended

Judgment for the Plaintiff on a Verdict in a Trespass

And forasmuch as it is alledged and proved manifestly appears to the Court here that the said Haddyapah hath sustained damage by occasion of the premises (and over and besides his Costs and charges aforesaid) to the sum of Six hundred and forty eight Pagodas and thirty nine Fanams It is considered and adjudged that the said Haddyapah recover against the said Ramasawmy Ramachendroo Narsimmah and Boothummah Representatives and Successors as aforesaid his damages aforesaid to the said sum of Six hundred and forty eight Pagodas and thirty Nine Fanams and that the said Ramasawmy Ramachendroo Narsimmah and

Judgment Signed for the Plaintiff 6th September 1810

and Boothummah pay to the said Haddyapah for his said Costs and Charges the Sum of One hundred and Ninety Nine Pagodas and Seven Fanams which damages Costs and Charges amount to Eight hundred and forty seven Pagodas and forty four Fanams to be levied as to the said Sum of Six hundred and forty eight Pagodas and and thirty Nine Fanams of the Goods and Chattels which were of the said Bandy Appoo Naick at the time of his death and which are now in or shall hereafter come to the hands of the said Ramasawmy Ramachendroo Narsimmah and Boothummah as Representatives as aforesaid to be administered and as to the said Sum of One hundred and Ninety Nine Pagodas and Seven Fanams to be levied of the Goods and Chattels which were of the said Bandy appoo Naick at the time of his death and which shall be in the hands of the said Rama sawmy Ramachendroo Narsimmah and Boothummah as representatives as aforesaid to be administered if they shall have so much thereof in their hands to be administered and if they shall not have so much thereof in their hands to be administered then to be levied of the proper Goods and Chattels of the said Ramasawmy Ramachendroo Narsimmah and Boothummah and the said Ramasawmy Ramachendroo Narsimmah and Boothummah

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And thereupon the said Haddyapah Pelitty by his said attorney prays the Writ of our Lord the King of these Pleas 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 of the said Bandy Appoo Naick deceased at the time of his death in the hands of the said Ramasawmy Ramachendroo Narsimmah and Boothummah as Representatives and Successors of the said Bandy Appoo Naick deceased

W. Ly

decreed to be Administered within the Jurisdictions of this Court by Seizure and if it be Necessary by Sale thereof, the Sum of Eight hundred and forty Seven Pagodas and forty-four Fanams which the said Haddyapah Chitty recovered against the said Ramasawmy Ramachandra Narsimmah and Boochummah as the Representatives and Successors as aforesaid for his damages which he had sustained as well as occasion of the not performing Certain promises and Undertakings made by the said Brandy Appoo Naick in his life time to the said Haddyapah Chitty as for his Costs and Charges by him about his Suit in that behalf expended, if the said Ramasawmy Ramachendroo Narsimma and Boochummah have so much thereof in their hands to be Administered, and if they have not so much thereof in their hands to be administered then the Sum of One hundred and Ninety Nine Pagodas and Seven Fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the proper Goods of the said Ramasawmy Ramachandroo Narsimmah and Boochummah and it is granted unto him Returnable here on the Sixth day of October Next

Writ of Fi. Fa. issued on the 5th Sept.r 1810

Third Term 1810

Rolls before the Honble Sr Thomas Andrew Incy Knight, Chief Justice the Honble Sr Francis Mc Macnaghten Knight and the Honble Sir John Henry Newbolt Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term of the Year one Thousand eight hundred and ten -

Madras ss Teroovallore Nagapah Moodeliar prate on his place Robert Orme his Attorney against Kistnaundaroo, Parvarnaul Chittyar and Narrainu Chittyar the Brothers and Baudheacaurloo the Nephew, heir and the only personal Representative of Kistnadasary Davarayjah Chitty deceased in a Plea of Trespass in the Case

Madras ss The said Kistnaundaroo, Parvarnaul Chittyar and Narrainu Chittyar the Brothers and Baudheacaurloo the Nephew Heir and the only personal Representatives of the said Kistnadasary Davarayjah Chitty as aforesaid & the said Teroovallore Nagapah Moodeliar as aforesaid in the Plea aforesaid -

Madras ss Be it Remembered that at the Third Term in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Teroovallore Nagapah Moodeliar by Robert Orme his Attorney and brought into the said Court then there his Certain Plaint against the Kistnaundaroo Parvarnaul Chittyar and Narrainu Chittyar the Brothers and Baudheacaurloo the Nephew heir and the only personal Representatives of Kistnadasary Davarayjah Chitty deceased of 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:

W. 58

Plaintiffs Debt filed 6th September 1810 -

Madras ss. Teravaillore Nagapah Mandeliar by Robert Orme his Attorney complains of Kistnaandavoo Parvanaud Chittyar and Narrayna Chittyar the Brothers of Banchearcurloo the Nephew Heir and the only personal Representatives of Kistnadavany Davarayah Chitty late an Hindoo Inhabitant of Madras aforesaid according to the laws and customs of the Hindoo Natives of India and shewing as such Personal Representatives administered and taken possession of the Estate and Effects whatsoever of the said Kistnadavany Davarayah Chitty at the time of his death and the said Kistnandavoo Parvanaud Chittyar, Narrayna Chittyar and Banchearcurloo being respectively Hindoo Inhabitants of Madras aforesaid and as such subject to the Jurisdiction of this Honorable Court of a Plea that they render to the said Teravaillore Nagapah Mandeliar Two thousand and four hundred Star Pagodas of the Current Money of Madras which they unjustly detain from him For that whereas the said Kistnadavany Davarayah Chitty in his life time to wit on the Twenty sixth day of December in the Year of Christ One thousand Eight hundred and Eight at Madras aforesaid by his certain writing Obligatory Sealed with the Seal of the said Kistnadavany Davarayah Chitty and to the Court here now shewn the date whereof is on the day and Year aforesaid acknowledged himself to be held and firmly bound unto the said Teravaillore Nagapah Mandeliar in the penal Sum of Two thousand, and Your

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No 50.

hundred Star Pagodas to be paid to the said Veerasellaw Nagapah Moodelliar when he the said Thistnadaurry Dawarrayjah Chitty should be thereunto aftewards requested Yet the said Thistnadaurry Dawarrayjah Chitty in his life time and the said Thistnadaurry Dawarrayjah Chitty, Narrainia Chitty and Bandhearamloo since his decease (altho often requested &c.) have not nor hath any or either of them paid the said Sum of Two Hundred, and four hundred Star Pagodas or any part to the said Veerasellaw Nagapah Moodelliar But to pay the same or any part thereof to the said Veerasellaw Nagapah Moodelliar he the said Thistnadaurry Dawarrayjah Chitty in his life time and the said Thistnadaurry Dawarrayjah Chitty Narrainia Chitty and Bandhearamloo Pareyaral Representatives as aforesaid since his death have and each of them hitherto wholly refused and the said Thistnadaurry Dawarrayjah Chitty Narrainia Chitty and Bandhearamloo Pareyaral Representatives as aforesaid still do and each of them doth refuse to do to the said Veerasellaw Nagapah Moodelliar his Damage of Fifty Pagodas and therefore &c.

Judgment by Confession

And now in this same Term the said Thistnadaurry Parayaral Chittyar Narrain Chitty and Bandhearamloo by John Lawrell their Attorney came and say that they cannot deny the said Action of the said Veerasellaw Nagapah Moodeliar, nor but that the said Bond or writing Obligatory in the Plaint mentioned is the deed of the said Thistnadaurry

W. S.

Kistnandanaiy Pavanajah Chitty now but that the said Kistnandanaiy Parvanah Chittyar Narrain Chittyar and Bandhenanarloo as such personal Representatives as aforesaid detain from the said Teeroovallore Nagapah Modeliar the said Two thousand and four hundred Star Pagodas in manner and form as the said Teeroovallore Nagapah Modeliar hath above thereof complained against them Therefore it is Considered that the said Teeroovallore Nagapah Modeliar do recover against the said Kistnandanaiy Parvanah Chittyar Narrain Chittyar and Bandhenanarloo as such personal Representatives as aforesaid his said debt and also fifty Nine Pagodas for his damages which he hath sustained as well by Occasion of the detaining the said debt as also for his Costs and Charges by him about his Suit in this behalf expended Adjudged to the said Teeroovallore Nagapah Modeliar by his Agent to be levied of the several Goods and Chattels which were of the said Kistnandanaiy Pavanajah Chitty at the time of his death in the hands of the said Kistnandanaiy Parvanah Chittyar Narrain Chittyar and Bandhenanarloo to be Administered and if they have not so much in their hands to be Administered then the above Sum of fifty Nine Pagodas being for the Costs and Charges laid out by the said Teeroovallore Nagapah Modeliar about his Suit and Now Adjudged to the said Teeroovallore Nagapah Modeliar with his Agent to be Levied of the proper goods and Chattels

Judgment signed for the Plaintiff 6th September 1810 –

W. 60

Chattels of the said Kistnandadary Parvanaul Chittyar Narrain Chittyar and Bauchearaurlee and the said Kistnandadary Parvanaul Chittyar Narrain Chittyar and Bauchearaurlee in Mercy &c.

Mercy

And hereupon the said Seroovallore Nagapah Moodeliar by his said Attorney prays the writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands Debts and other Effects that and chattels of the said Kistnadadary Davarayajah Chitty at the time of his death in the hands of the said Kistnandadary Parvanaul Chittyar Narrain Chittyar and Bauchearaurlee as personal Representatives of the said Kistnadadary Davarayajah Chitty deceased to be administered within the Jurisdiction of this Court by Seizure and if it be necessary by Sale thereof, the Sum of One thousand five hundred and five Pagodas and Eighteen Fanams which the said Seroovallore Nagapah Moodeliar recovered against the said Kistnandadary Parvanaul Chittyar Narrain Chittyar and Bauchearaurlee as the personal Representatives as aforesaid for his damages which he had sustained as well on account of their not performing certain promises and undertakings made by the said Kistnadadary Davarayajah Chitty in his life time to the said Seroovallore Nagapah Moodeliar as for his Costs and Charges by him about his suit in that behalf expended if the said Kistnandadary Parvanaul Chittyar Narrain Chittyar and Bauchearaurlee have so much thereof in their hands to be administered and if they have not so much thereof in their hands to be administered then the Sum of Fifty Nine Pagodas and

of the damages aforesaid being for the Costs and Charges aforesaid
to be levied of the proper Goods of the said Thistran dandary
Pavoomal Chittyar Narrain Chittyar and Pachecanoolo
and it is granted unto Him Returnable here on the Seventeenth
Writ of Fi. Fa. issued 6th Sept. day of September Next.—
1810—

No 51

Fourth Term 1810

Pleas before the Worble Sir Thomas Andrew Strange Knight Chief Justice the Worble Sir Francis Macnaghten Knight, and the Worble Sir John Henry Newbolt Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand eight hundred and Ten.

Madras (to wit) Elacautore Rangappa Chitty puts in his place Daniel Neale his attorney against Tenimaly Chitty Subbarogalo Naicken in a Plea of Trespass on the case.

Madras (to wit) The said Tenimaly Chitty Subbarogalo Naicken in his own proper person at the Suit of the said Elacautore Rangappa Chitty in the Plea aforesaid.

Madras (to wit) Be it Remembered that on the Second Term in the Year of our Lord one thousand Eight hundred and ten before the Supreme Court of Judicature at Madras came Elacautore Rangappa Chitty by Daniel Neale his Attorney and brought into the said Court there his certain Plaint against the said Tenimaly Chitty Subbarogalo Naicken 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 that is to say

Madras

Plaintiff's pleas filed 23d. March 1810 —

Madras (to wit) Be it remembered Rangapeppa Chitty by Daniel Neale his Attorney Complains of Terumaly Chitty Subbarayaloo Naicken who is a Hindoo Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honorable Court. For that Whereas heretofore (to wit) on the Twentieth day of August in the Year of Christ One Thousand Eight hundred and Four at Madras the said Terumaly Chitty Subbarayaloo Naicken According to the Custom of such Hindoos Made his Certain instrument in Writing in the Malabar language purporting to be a Bond his Proper hand being thereunto subscribed bearing date the day and Year aforesaid and then and there delivered the same instrument in Writing to the said Rangapah Whereby the said Terumaly Chitty Subbarayaloo Naicken acknowledged and declared that the said Rangapeppa had upon the earnest request of him the said Terumaly Chitty Subbarayaloo Naicken paid to Chitty Venatachella Pilly the Sum of One hundred and Ninety Pagodas which was due from the said Terumaly Chitty Subbarayaloo Naicken to the said Chitty Venatachella Pilly and Whereby the said Terumaly Chitty Subbarayaloo Naicken engaged therefore to repay to the said Rangapeppa the said Sum of One hundred and Ninety Pagodas on or before the Twentieth day of February then next with interest

interest at the rate of Twelve per Cent per Annum By reason of
nonpayment thereof and According to the Covenant aforesaid of and
the said Seremmaly Chitty Subbarayaloo Naicken became liable
to pay to the said Rangappa the said Sum of Money in the said
instrument in Writing specified and interest thereon According
to the tenor and effect of the said instrument in Writing and
being so liable the said Seremmaly Chitty Subbarayaloo Naicken
in consideration thereof afterwards to wit on the said Twentieth
day of August in the Year of Christ One Thousand Eight-
hundred and Four aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Rangappa
to pay him the said Sum of Money in the said
instrument in Writing specified and interest thereon
According to the tenor and effect of the said instrument
in Writing and Whereas afterwards to wit on the
Twentieth day of March in the Year of Christ One
Thousand Eight hundred and Ten at Madras aforesaid
the said Seremmaly Chitty Subbarayaloo Naicken was
indebted to the said Rangappa in the Sum of Four
hundred Star Pagodas of the lawful Current Money
of Madras for Money by the said Rangappa before
that time lent and Advanced to the said Seremmaly Chitty
Subbarayaloo Naicken and at his special instance and
request and being so indebted the said Seremmaly
Chitty Subbarayaloo Naicken in consideration thereof
Afterwards

No 51

afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Rangappa to pay him
the said last mentioned Sum of Money when he the
said Tavarady Chitty Subbarayalu Naicken should be
thereto afterwards requested And Whereas the said
Tavarady Chitty Subbarayalu Naicken afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid was indebted to the said Rangappa in the
further Sum of Four hundred Star Pagodas of like
lawful Current Money of Madras for Money by the
said Rangappa before that time laid out expended
and paid for the said Tavarady Chitty Subbarayalu
Naicken and at his like Special instance and request
and being so indebted the said Tavarady Chitty
Subbarayalu Naicken 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 Rangappa to pay him
the said last mentioned Sum of money when he the
said Tavarady Chitty Subbarayalu Naicken should be
thereto afterwards requested And Whereas the said Tavara-
dy Chitty Subbarayalu Naicken afterwards to wit on the
same day and year last aforesaid at Madras aforesaid
and now last past and before the Commencement of this
Suit and within three years next before the Commencement
of this Suit became indebted to the said Rangappa of and concerning
divers

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divers other Sums of Money before that time due and owing from the said Tarumaly Chitty Soobbarayalu Naicken to the said Rangappa and then being in arrear and unpaid upon which accounting the said Tarumaly Chitty Soobbarayalu Naicken was then and there found to be in arrear and indebted to the said Rangappa in the sum then sum of Four hundred Star Pagodas of like lawful Current Money of Madras and being so found in arrear and indebted the said Tarumaly Chitty Soobbarayalu Naicken 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 Rangappa to pay him the said last mentioned sum of Money when he the said Tarumaly Chitty Soobbarayalu Naicken should be thereto afterwards requested yet the said Tarumaly Chitty Soobbarayalu Naicken 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 Rangappa in this behalf has not yet paid the said several sums of Money or any or either of them or any part thereof or any interest Money for or in respect to the said sum of One hundred and Ninety Pagodas in the first Count Mentioned to the said Rangappa (although so to do the said Tarumaly Chitty

Chitty Arbbaroyaloo Naicken and requested by the said Sr
Rangappa 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 Rangappa
the said Tevenaly Chitty Arbbaroyaloo Naicken hath hitherto
wholly refused and still doth refuse To the damage of the
said Rangappa of Four hundred Star Pagodas and thereupon
he brings his Suit &c

And the said Tevenaly Chitty Arbbaroyaloo Sr
Naicken having come in his own person defends the wrong
and injury when &c and says nothing in bar or preclusion
of the said action of the said Rangappa Whereby the said
Rangappa remains thereon undefended against the said
Tevenaly Chitty Arbaroyaloo Naicken and by reason Whereof
a day is given to the said Rangappa Whereupon he should
come before the Court and verify his said Plaint and Suit.—

Tried Capsle

At which day being the first day of August in
this Terme comes the said Rangappa by his said Attorney
and alleges and proves to the Court the Matters of his said
Plaint— And the Justices of this Court having heard Sr
examined and considered the allegations of the said Sr
Rangappa and the depositions of the Witnesses adduced Sr
by him have pronounced that the said Tevenaly Chitty
Arbaroyaloo Naicken did undertake and promise in manner
and form as the Sd Rangappa hath above thereof complained
against

W. 51

against him. –

Judgment for Plaintiff on a Verdict in assumpsit –

And it appearing to this Court that the said Rangoppa hath sustained damage by occasion of the Non-performance by the said Tevenady Chitty Soobaroyaloo Naicker of his several promises and undertakings in the Plaint mentioned to the Sum of Two hundred and thirty four Pagodas and eleven Fanams over and besides the Costs and Charges of the said Rangoppa by him about his Suit in this behalf expended – It is considered and adjudged that the said Rangoppa Recover against the said Tevenady Chitty Soobaroyaloo Naicker his damages aforesaid to the said Sum of Two hundred and Thirty four Pagodas and Eleven Fanams – And that the said Tevenady Chitty Soobaroyaloo Naicker pay to the said Rangoppa for his said Costs and Charges the Sum of One hundred and twenty five Pagodas and three Fanams which damages Costs and Charges Amount to Three hundred and fifty Nine Pagodas and fourteen Fanams – and the said Tevenady Chitty Soobaroyaloo Naicker in Mercy &c

Judgment signed for the Plaintiff 14th. September 1810 –

mercy

Fourth Term 1810 3/41

Fourth Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice the Honble Sir Francis Macnaghten Knight, and the Honble Sir John Henry Newbolt Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand eight hundred and Ten. -

Madras to wit - Pavaly Goorupauda Moodaliar puts in his place Gilbert Richetts his Attorney against Salawn Soobbiar in a Plea of Trespass on the case -

Madras to wit - The said Salawn Soobbiar in his own person at the suit of the said Pavaly Goorupauda Moodaliar in the Plea aforesaid

Madras to wit - Be it Remembered that on the Twenty Second day of January in the Year of our Lord one thousand eight hundred and Ten in the Vacation after the Fourth Term in the Year One thousand Eight hundred and Nine before the Supreme Court of Judicature at Madras came Pavaly Goorupauda Moodaliar by Gilbert Richetts his Attorney and brought into the said Court then there his Certain Plaint against Salawn Soobbiar 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 -

Plaintiffs assumpsit filed 22. January 1810 -

Madras to wit Pavaly Gorrupaauda Moodaliar by Gilbert Ricketts his Attorney Complains of Salaun Lubbeiar being a Hindoo Inhabitant of Madras and as such a Person liable to the Jurisdiction of this Worthie Court in a Plea of Trespass on the Case. For that Whereas the said Salaun Lubbeiar heretofore to wit on the First Steye of Puttantoby Year of the Hindoos corresponding with the Eleventh day of January in the Year of Christ One Thousand Eight Hundred and Five at Madras aforesaid according to the Laws and customs of the Hindoo Natives of India made his certain Note in Writing in the Malabar Language his own proper hand being thereto subscribed bearing date the same day and year last aforesaid and there and there delivered the said Note to the said Pavaly Gorrupaauda Moodaliar whereby the said Salaun Lubbeiar (by the name and addition of Salaun Lubbeiar of Madras) acknowledged to have borrowed and received of the said Pavaly Gorrupaauda Moodaliar (by the name and addition of Pavaly Gorrupaauda Moodaliar of the same place) the Sum of Five Hundred Pagodas Current Money of Madras which Sum he the said Salaun Lubbeiar did thereby engage to repay the said Pavaly Gorrupaauda Moodaliar on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum By means whereof and by force of the Laws and Customs of such Hindoo Natives the said Salaun Lubbeiar became liable to pay to the said Pavaly Gorrupaauda Moodaliar

Moodaliar the said Sum of Money in the said Note Mentioned with Interest at the rate aforesaid when he the said Sulaun Sobbiar should be thereto afterwards requested and being so liable he the said Sulaun Sobbiar in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Pavaly Goorupaunda Moodaliar then and there faithfully promised to pay him the said Sum of Money in the said Note so Mentioned with Interest at the rate aforesaid when he the said Sulaun Sobbiar should be thereto afterwards requested - And Whereas also the said Sulaun Sobbiar afterward to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Pavaly Goorupaunda Moodaliar in other Sum of One Thousand Nine Pagodas of like Current money of Madras aforesaid for so much money by the said Pavaly Goorupaunda Moodaliar before that time lent and advanced to the said Sulaun Sobbiar and at his Special instance and request and being so indebted he the said Sulaun Sobbiar 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 Pavaly Goorupaunda Moodaliar to pay him the said last mentioned Sum of money when the said Sulaun Sobbiar should be thereto afterwards requested And Whereas also the said Sulaun Sobbiar afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted

indebted to the said Pandy Goorupanda Modaliar in the
Sum of One Thousand Pagodas of like Current Money
of Madras aforesaid for so much money by the said Salam
Sobbian before that time had and received to the use of the said
Pandy Goorupanda Modaliar and being so indebted he the
said Salam Sobbian 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 Pandy Goorupanda Modaliar to pay
him the said last mentioned Sum of Money when he
the said Salam Sobbian should be thereto afterwards
requested And Whereas also the said Salam Sobbian
afterwards to wit on the same day and year last aforesaid at
Madras aforesaid accounted with the said Pandy Goorupanda
Modaliar of and concerning divers other Sums of Money before
that time due and owing from the said Salam Sobbian to the
said Pandy Goorupanda Modaliar and then being in arrear and
upon such accounting the said Salam Sobbian
was found to be in arrear and indebted to the
said Pandy Goorupanda Modaliar in the further Sum of
One Thousand Pagodas of like Current Money of Madras.
And being so found in arrear and indebted he the said
Salam Sobbian in consideration thereof afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid

Fourth Term 1810

aforesaid undertook and then and there faithfully promised the said Pavaly Coorenpanda Moodaliar to pay him the said last mentioned Sum of Money when he the said Salam Sobbiar should be thereto afterwards requested Yet the said Salam Sobbiar 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 Pavaly Coorenpanda Moodaliar in this behalf hath not yet paid the said Several Sums of Money or any or either of them or any part or parcel thereof to the said Pavaly Coorenpanda Moodaliar although he so to do he the said Salam Sobbiar was requested by the said Pavaly Coorenpanda Moodaliar afterwards to wit on the same day and Year aforesaid and often times afterwards at Madras aforesaid / But to pay the same or any part or parcel thereof to the said Pavaly Coorenpanda Moodaliar he the said Salam Sobbiar hath hitherto wholly refused and still doth refuse - To the damage of the said Pavaly Coorenpanda Moodaliar of One Thousand Pagodas and therefore he brings his Suit &c -

And now in this Third Term in the Year of our Lord one Thousand Eight hundred and Ten that is to say on the First day of August in that year with which day was given as rule to the said Pavaly Coorenpanda Moodaliar &c

Tried Clarke

Judgment for the Plaintiff on a Verdict in Assumpsit

as to the said Salvo Sabbian to inform the Court of the
Premises vs the said Pavaly Gonsalvo Modelliar
by his Attorney aforesaid and the said Salvo Sabbian although
solemnly demanded comes not but makes default and the
Justices of this Court having heard the allegations of the
party Plaintiff and examined the truth thereof and duly
considered the Evidence produced on the part of the said
Plaintiff say that the said Salvo Sabbian did undertake
and promise in Manner and Form as the said Pavaly
Gonsalvo Modelliar hath above thereof complained against him
and thereby assess the damages of the said Pavaly Gonsalvo
Modelliar on occasion of the not performing the several
promises and undertakings above mentioned over and above
his Cost and Charges by him about his suit in this behalf
expended to Eight hundred and thirty Eight Pagodas and
thirty seven fanams and for those Cost and Charges to the
hundred and Ninety Eight Pagodas and one fanam Therefore
it is considered that the said Pavaly Gonsalvo Modelliar do
recover against the said Salvo Sabbian the said damages
Cost and Charges in form aforesaid assessed which said
damages Cost and Charges in the Whole amount to one
thousand and thirty six Pagodas and thirty Eight
fanams and the said Salvo Sabbian in Mercy &c

Judgment signed for the Plaintiff the 7. September 1810

mercy

And thereupon the said Pavaly Gonsalvo
Modelliar by his said Attorney prays a Writ of Fieri facias to be directed to the Sheriff of Madras commanding him to

Sett

W. 52

Fourth Term 1810.

Sell the Houses, Lands, Goods Effects and debts, Real and Personal of the said Salaun Soobbiah by him before Seized and Sequestered by Virtue of a Writ for that purpose to him directed and to make Satisfaction out of the produce thereof to the said Pavaly Goorupanda Moodaliar in the Sum of One thousand and thirty Star Pagodas and Thirty Eight Fanams which the said Pavaly Goorupanda Moodaliar hath Recovered against the said Salaun Soobbiah as well for damages which he hath Sustained by Means of the Non performance of Certain Promises and undertakings lately Made by the said Salaun Soobbiah to the said Pavaly Goorupanda Moodaliar as for his Costs and Charges by him Sustained about his Suit in that behalf Expended. And it is granted unto him Returnable here on the Seventeenth day of October Next.—

Writ to Sell the Sequestered Premises June 7th Sept. 1810

1910

Judgment Roll

Fourth Term

Section 16

Pleas before The Honble Sir Thomas Andrew Strange Knight Chief Justice and The Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand eight hundred and ten. —

Madras } Paroomboodoo Angady Veerappa Mudaliar puts in
to Wit } his place Gilbert Richetts his Attorney against Salam
Soobbiar in a Plea of Trespass on the Case. —

Madras } The said Salam Soobbiar in his own person &
to Wit } at the Suit of the said Salam Soobbiar in the Plea
aforesaid. —

Madras } Be it remembered that on the Twenty Second day of February
to Wit } in the Year one thousand eight hundred and ten and
in the Vacation after the Fourth Term in the Year of
Christ One thousand Eight hundred and Nine before the
Supreme Court of Judicature at Madras came Paroomboodoo
Angady Veerappa Mudaliar by Gilbert Richetts his &
Attorney and brought into the said Court their their his certain
Plaint against Salam Soobbiar 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 —

Plaintiff's Plaint filed 22d January 1810

Madras to Wit Parambadoo Angady Veerappa Modaliar by Gilbert Ricketts his Attorney complains of Salam Soobbian being a Hindoo Inhabitant of Madras and as such a Person liable to the Jurisdiction of this Honorable Court in Plea of Trespass on the Case For that Whereas the said Salam Soobbian heretofore to wit on the first Monday of Crodona year of the Hindoo corresponding with the Eleventh day of February in the Year of Christ One Thousand Eight Hundred and Six at Madras aforesaid according to the laws and customs of the Hindoo Natives of India made his certain Note in Writing in the Malabar language his own proper hand being thereto subscribed bearing date the same day and Year last aforesaid and then and there delivered the said Note to the said Parambadoo Angady Veerappa Modaliar whereby the said Salam Soobbian (by the name and addition of Salam Soobbian of Madras) acknowledged to have borrowed and received of the said Parambadoo Angady Veerappa Modaliar by the name and addition of Parambadoo Angady Veerappa Modaliar of the same place) the sum of Two hundred and fifty Star Pagodas Current Money of Madras which he the said Salam Soobbian did thereby promise to pay to the said Parambadoo Angady Veerappa Modaliar on demand with all such Interest as should or might become due thereon at the rate of Twelve per hundred per Annum commencing from the said Month of February By reason whereof and by force of the laws and customs of such Hindoo Natives the said Salam Soobbian became liable to pay to the said Parambadoo Angady Veerappa Modaliar the said sum of money in the said Note mentioned with interest at the rate

Vide

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Pate aforesaid whereon he the said Salawn Sobbiar should be thereto afterwards requested And being so liable he the said Salawn Sobbiar in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Paroombadoo Angady Veerappa Moodaliar there and there faithfully promised to pay him the said Sum of Money in the said Note mentioned with interest at the Rate aforesaid when he the said Salawn Sobbiar should be thereto afterwards requested And Whereas also the said Salawn Sobbiar afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Paroombadoo Angady Veerappa Moodaliar in other Sum of Five Hundred Star Pagodas of like Current Money of Madras for so much money by the said Paroombadoo Angady Veerappa Moodaliar before that time lent and advanced to the said Salawn Sobbiar and at his special instance and request and being so indebted he the said Salawn Sobbiar 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 Paroombadoo Angady Veerappa Moodaliar to pay him the said last mentioned Sum of Money when he the said Salawn Sobbiar should be thereto afterwards requested And Whereas also the said Salawn Sobbiar afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Paroombadoo Angady Veerappa Moodaliar in other Sum of Five

Five Hundred Star Pagodas of like Current money of Madras aforesaid for so much money by the said Salam Sobbian before that time had and received to the use of the said Paroombadoo Angady Veeraspa Moodaliar and being so indebted he the said Salam Sobbian 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 Paroombadoo Angady Veeraspa Moodaliar to pay him the said last mentioned Sum of Money when he the said Salam Sobbian should be thereto afterwards Requested And Whereas also the said Salam Sobbian afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Paroombadoo Angady Veeraspa Moodaliar of and concerning divers other Sums of money before that time due and owing from the said Salam Sobbian to the said Paroombadoo Angady Veeraspa Moodaliar and then being in arrear and unpaid and upon that accounting the said Salam Sobbian was then and there found to be in arrear and indebted to the said Paroombadoo Angady Veeraspa Moodaliar in the further Sum of Five hundred Star Pagodas of like Current money of Madras and being so found in arrear and indebted he the said Salam Sobbian 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 Paroombadoo Angady

Veeraspa

Veerappa Moodaliar to pay him the said last mentioned Sum of Money when he the said Salam Soobbien should be thereto afterwards requested. Yet the said Salam Soobbien 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 Paroomboda Angady Veerappa Moodaliar in this behalf hath not yet paid the said Several Sums of Money or either of them or any part thereof to the said Paroomboda Angady Veerappa Moodaliar (although to do he the said Salam Soobbien was requested by the said Paroomboda Angady Veerappa Moodaliar 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 Paroomboda Angady Veerappa Moodaliar he the said Salam Soobbien hath hitherto Wholly refused and still doth refuse To the damage of the said Paroomboda Angady Veerappa Moodaliar of Five Hundred Star Pagodas and therefore he brings his Suit &c.

And now on this Third Term in the Year of our Lord Christ One Thousand Eight hundred and Ten that is to say on the Second day of August in that Year until which day was given unto the said Paroomboda Angady Veerappa Moodaliar to be to the said Salam Soobbien to summon the Court of the premises came the said Paroomboda Angady Veerappa Moodaliar by his Attorney aforesaid and the said Salam Soobbien although solemnly demanded comes not but makes default and the Justices of this Court having heard the Allegations of the party Plaintiff and

Judgment for the Plaintiff in a Verdict in Assumpsit

and examined the truth thereof and duly considered the Evidence produced on the part of the said Plaintiff doth find that the said Salawn Soobbiah did undertake and promise in manner and form as the said Parroombadoo Angady Veerappa Moodelliar hath above thereof Complained against him and they assess the damages of the said Parroombadoo Angady Veerappa 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 Three hundred and Eighty six Pagodas and thirty Eight fanams and for those costs and charges to one hundred and Ninety Eight Pagodas and one fanam Wherefore it is considered that the said Parroombadoo Angady Veerappa Moodelliar do recover against the said Salawn Soobbiah his said damages costs and charges in form aforesaid assessed which said damages costs and charges in the whole amount to Five hundred and Eighty four Pagodas and thirty Nine fanams and the said Salawn Soobbiah in Mercy &c.—

Judgment signed for the Plaintiff on the 17th September 1810—

Mercy

And hereupon the said Parroombadoo Angady Veerappa Moodaliar by his said Attorney prays a Writ of Fieri facias to be directed to the Sheriff of Madras commanding him to levy the Moneys, Lands, Goods Effects and debts Real and Personal of the said Salawn Soobbiah by him before Seized and Sequestered by Virtue of a Writ for that purpose to him directed and to make Satisfaction out of the produce thereof to the said Parroombadoo Angady Veerappa Moodaliar in the Sum of Five hundred and Eighty four Pagodas and thirty Nine fanams which the said Parroombadoo Angady Veerappa Moodaliar hath Recovered against the said Salawn Soobbiah as well for damages which he hath sustained

W. B.

sustained by Means of the Non performance of Contract &c
provisoes and undertakings lately made by the said Salomon
Lobbian to the said Procurador Angady Decapped Modaline
as for his Costs and Charges by him sustained about his suit in
that behalf Expended - and it is granted unto them Returnable
here on the Seventeenth day of October next

Writ to Sell the Sequestered Property 17th Sept.r 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice & the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight Hundred and ten. —

Madras ss. John Doe on the demise of Athenay Chungalamoory Mandeliar puts in his place Gilbert Richetts his attorney against — Cundapilley in a Plea of Trespass on the Case and Ejectment

Madras ss. The said Cundapilley puts in his place Daniel Neale his attorney at the Suit of the said John Doe on the Plea aforesaid. —

Madras ss. Be it Remembered that in the Third Term in the Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Cundapilley 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. M.

Madras

Madras to Wit — John Doe by Gilbert Rochette his Attorney Complainant of Cuddapilly being a Native Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court in a Plea of Trespass and Ejectment For that Whereas Lehenny Changlavanay Moodeliar heretofore to wit on the first day of November in the Year of our Lord One Thousand Eight hundred and Eight had demised granted and to farm let out to the said John Five Messuages with the Outhouses and Appurtenances thereto belonging Fifty Cottages Fifty other Buildings and Fifty Acres of Land with the Appurtenances thereunto belonging situate lying and being at Pedda Naicka Pettah in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honorable Court To have and to hold the same premises with the Appurtenances aforesaid to the said John and his assigns from the said first day of November in the Year last 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 Lehenny afterwards to wit on the second day of November in the year last aforesaid with force and Arms &c. entered on the premises aforesaid with the Appurtenances in the possession of the said John and there and then ejected drove out and amoved the said John from his said farm his said Term thereon not being yet ended and him the said John so ejected drove out and amoved doth keep out and still doth keep from his possession thereof and

W. Bl

and other injuries to him the said John then and there did against the peace of our Lord the King and to the damage of the said John of Five hundred Star Pagodas and therefore he brings out his Suit &c.

And afterwards that is to say in the same Third Term of the said Year One thousand Eight hundred and Ten the said Cundapilly by Daniel Neale 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 this he prays may be inquired of by the Court. —

And the said John Doe 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 them here at this present day to wit the third day of August in the Third Term now last past before the said John Doe and also the said Cundapilly by their respective Attorneys aforesaid duly warned — And the Justices of this Court having heard and considered the allegations of the said Parties and the depositions of the Witnesses adduced by them and duly pronounced their Verdict of and upon the premises

W Berrington

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 said Plaint — And Suit against the said Cundapilly —

And now at this day comes the said Cundapilly by his said Attorney and Prays the judgement of the Court upon the premises It is therefore considered and adjudged 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 Cundapilly go thereof without day — And it is further considered that the said Cundapilly Recover against the said John Doe for the Costs and Charges of the said Cundapilly laid out by him about his defence in this behalf the Sum of Ninety three Pagodas and that the said Cundapilly have execution thereof &c —

Execution

Pleas before the Honble Sir Thomas — Andrew Strange, Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His — Majestys Supreme Court of Judicature at Madras of the Fourth Term of the year One thousand Eight hundred and Ten. —

Madras to wit Hoorban Ally Khan Behader puts in his place — Gilbert Ricketts his Attorney against Abdul Wauhid in a Plea of Trespass on the Case. —

Madras to wit The said Abdul Wauhid in his own proper person — at the suit of the said Hoorban Ally Khan Behader in the Plea aforesaid. —

Madras to wit Be it remembered that in the Vacation after the Fourth Term in the year One thousand Eight hundred and Nine before the Supreme Court of Judicature at Madras came Hoorban Ally Khan Behader by Gilbert Ricketts his — Attorney and brought into the said Court then there his Certain Plaint against Abdul Wauhid in a Plea of Trespass on the Case and there are Pledges for the prosecution — towit John Doe and Richard Roe which — said Plaint follows in these words that is to say. —

Madras

Plaint in Assumpsit filed 19th January 1810.—

Madras to wit Kooroan Ally Khan Behadar by Gilbert Richetts his Attorney complains of Abdul Wauhid a being a Mahomedan Inhabitant of Madras and as such a person liable to the Jurisdiction of this Worthy Court in a Plea of Trespass on the case. For that Whereas the said Abdul Wauhid heretofore to wit on the Sixth day of the Mahomedan Month Shaban in the Year of the Hegery One Thousand Two hundred and Twenty four corresponding with the 30th Seventeenth day of September in the year of Christ One Thousand Eight hundred and Nine according to the Laws and customs of the Mahomedan Inhabitants of Madras made his certain Note in Writing in the Persian Language his own proper hand being thereto subscribed bearing date the same day and year aforesaid and thereby and there delivered the said Note to the said Kooroan Ally Khan Behadar whereby the said Abdul Wauhid (by the name and description of Abdul Wahid Son of Mahommed Nafeer Resident) did acknowledge that his father had borrowed the sum of Five Hundred Rupees from the said Kooroan Ally Khan Behadar and Undertook and Undertook Ally and made Syed Jamaul an Executor engaging to pay the Amount at the expiration of Three Months without any Question or delay and agreed that if his said father should fail in discharging the amount agreeable to his engagement the

Fol.

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the said Abdul Wauhid would discharge the Covenant or be responsible for the same. And the said Khoorban Ally Khan Bahadar in fact says that the father of the said Abdul Wauhid did not at the expiration of three months mentioned in the said Note or at any time afterwards pay to the said Khoorban Ally Khan Bahadar the said Sum of money according to the tenor and effect of the said Note or any part thereof but therein hath hitherto wholly failed and made default. And the said Khoorban Ally Khan Bahadar in fact further says that at the time of making of the said Note the Sum of Five Thousand Three hundred Rupees therein mentioned was of a large value to wit of the value of Five Thousand Five hundred and fifteen Pagodas Current Money of Madras to wit at Madras aforesaid By means whereof the said Abdul Wauhid became liable to pay to the said Khoorban Ally Khan Bahadar the said Sum of money in the said Note mentioned according to the tenor and effect of the said Note and being so liable he the said Abdul Wauhid in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Khoorban Ally Khan Bahadar 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 also the said Abdul Wauhid afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Khoorban Ally Khan Bahadar in

other Sum of Three Thousand Star Pagodas of like Current Money of Madras for so much Money by the said Koorban Ally Khan Behadar before that time laid out expended and paid for the said Abdul Wauhid and at his Special instance and request and being so indebted he the said Abdul Wauhid in consideration thereof afterwards to wit on the same day and year aforesaid undertook and then and there faithfully promised the said Koorban Ally Khan Behadar to pay him the said last mentioned Sum of money when the said Wauhid should be thereto afterwards requested And whereas the said Abdul Wauhid afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Koorban Ally Khan Behadar in other Sum of Three Thousand Star Pagodas of like Current Money of Madras aforesaid for so much money by the said Koorban Ally Khan Behadar before that time lent and advanced to the said Abdul Wauhid and at his like special instance and request and being so indebted he the said Abdul Wauhid 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 Koorban Ally Khan Behadar to pay him the said last mentioned Sum of money when he the said Abdul Wauhid should be thereto afterwards requested And whereas also the said Abdul Wauhid afterwards to wit on the same day and year aforesaid was indebted to the said Koorban Ally Khan

other Sum of Three Thousand Star Pagodas of like Current
Money of Madras aforesaid for so much Money by the said Abdul
Wauhid before that time had and Received to the use of the said
Koorban Ally Khan Bahadar and being so indebted he the
said Abdul Wauhid in Consideration thereof afterwards to wit
on the same day and year aforesaid at Madras aforesaid undertook
Ally Khan Bahadar to pay him the said last mentioned Sum
of Money when he the said Abdul Wauhid should be thereto
afterwards requested And Whereas also the said Abdul Wauhid
afterwards to wit on the same day and year aforesaid at Madras
aforesaid Accounted with the said Koorban Ally Khan Bahadar
of and concerning divers other Sums of Money before that time
due and owing from the said Abdul Wauhid to the said
Koorban Ally Khan Bahadar and there being in Arrear and
unpaid and upon that Accounting the said Abdul Wauhid
was there and there found to be in arrear and indebted to the said
Koorban Ally Khan Bahadar the further Sum of Three
Thousand Star Pagodas of like Current Money of Madras and
being so found in arrear and indebted he the said Abdul Wauhid
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 Koorban Ally Khan Bahadar to pay
him the said last mentioned Sum of Money when he the said
Abdul Wauhid should be thereto afterwards requested Yet the

said

said Abdul Wauhid 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 Koorban Ally Khan Behadur 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 Koorban Ally Khan Behadur although so to do he the said Abdul Wauhid was requested by the said Koorban Ally Khan Behadur afterwards to wit on the same day and year aforesaid and often times afterwards at Madras aforesaid but to pay the same or any part thereof to the said Koorban Ally Khan Behadur he the said Abdul Wauhid hath hitherto wholly refused and still doth refuse to the damage of the said Koorban Ally Khan Behadur of three Thousand Star Pagodas and therefore he brings Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in this Third Term in the Year of our Lord one Thousand Eight hundred and Ten that is to say on the Twenty Seventh day of July in the same Term until which said day was given as well to the said Koorban Ally Khan Behadur as to the said Abdul Wauhid to inform the Court of the premises and the said Koorban Ally Khan Behadur by his Attorney aforesaid and the said Abdul Wauhid although solemnly demanded came not nor did he or any thing in bar or preclusion of the said Action of the said Koorban Ally Khan Behadur alledged whereby the said Koorban Ally Khan Behadur remains therein undefended against the said Abdul Wauhid and the Justices of this Court having heard the allegations of the said Koorban Ally Khan Behadur and examined the Book of

Entry

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thereof and duly considered the Evidence produced on the
part of the said Kourban Ally Khan Behadar say that the
said Abdul Wuchid did undertake and promise in
manner and form as the said Kourban Ally Khan
Behadar hath above thereof complained against him and
they assess the damages of the said Kourban Ally Khan
Behadar 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 Thousand Five hundred and Fourteen
Pagodas Twelve Fanams and Sixty Cash and for those Costs
and Charges to One hundred and Sixty three Pagodas & Twenty
three Fanams Therefore it is Considered that the said
Kourban Ally Khan Behadar do recover against the said
Abdul Wuchid his said damages Costs and Charges in form
aforesaid assessed amounting said damages Costs and Charges in the
Whole Amount to One Thousand Six hundred and Seventy three
Pagodas Thirty four Fanams and Sixty Cash And the said
Abdul Wuchid in Mercy &c.

Judgment signed for the Plaintiff 5 October 1810.
J Williams Dep Prothy.

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Plead before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand eight hundred and ten.

Fort St George Madras } Ss Pauwaady Unnaall Widow puts in his place Vannee Diney his Attorney against Yanamundrum Kistnaa in a Plea of Trover &c saying Wrong in a Plea of Trover &c

Fort St George Madras } Ss The said Yanamundrum Kistnasawmy Braminy puts in his place Robert Orme his Attorney at the Suit of the said Pauwaady Unnaall in the Plea aforesaid &c

Fort St George Madras } Ss Be it Remembered that as of the Fourth Term in the Year of our Lord one thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Pauwaady Unnaall by Vannee Diney his Attorney and brought into the said Court then there his Certain Plaint against Yanamundrum Kistnasawmy Braminy in a Plea of Trover and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

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Fourth Term 1810

Caution Town
filed 27th Oct
1809.

Pyrt. S. George Madras To Pourramudy Ammaul
Widow of Madras Inhabitant by James Dorey her Attorney
complaining of Yanumundroom Chitturapanny Bowering being
an Heathen Inhabitant of Madras and as such a person subject
to the jurisdiction of this Honble Court. For that Whereas the
said Pourramudy Ammaul heretofore to wit on the Twenty fourth
day of January in the year One thousand eight hundred and
nine at Madras aforesaid was lawfully possessed of the Goods
and Chattels following to wit, Five Chuttrums Cadegaroos Five
Banjee Purdoos, Five Jodajadeepoos, Five Vellamdarees Five
Cabayajanjams, Five Chandrahanums Five Runchalys,
Five Amaracottys Five Cadegaroos, Five Vanleys, Five
Currancls, Five Ornaments for the head, Five Ornaments
for the Neck, Five Ornaments for the hand, Five Ornaments
for the Wrist, Five Ornaments for the Feet, Ten Earrings, Ten
Nose Rings, Ten Rings, Fifty Ounces of Gold Fifty Ounces
of Silver of the value of Two thousand Six hundred and
nine Star pagodas of Current money of Madras as of her
own proper Goods and Chattels, and being so possessed
thereof she the said Pourramudy Ammaul afterwards to
wit on the same day and year aforesaid at Madras
aforesaid casually Lost the said Goods and Chattels out
of her hands and possession, which said Goods and
Chattels afterwards to wit on the Twenty fifth day of
January in the year aforesaid came into the hands and
possession of the said Yanumundroom Chitturapanny
Bowering By finding Yet the said Yanumundroom
Chitturapanny Bowering well knowing the said Goods and

Chattels

No 56

Chattels to be the proper Goods and Chattels of the said Pennoyer Vanrensalle, and of right to belong and appertaine unto her, & he contriving and fraudulently intending craftily and subtilely to deceive and defraud the said Pennoyer Vanrensalle in this Respect, hath not (although often requested) delivered the said Goods and Chattels to the said Pennoyer Vanrensalle, but wholly Refused to do, and afterwards to wit on the same day and Year last aforesaid at Madison aforesaid converted and disposed of the said Goods and Chattels to his own use to the damage of the said Pennoyer Vanrensalle of Three thousand pounds and therefore She brings her suit &c.

And afterwards that is to say at the Vacation after the same Fourth Term in the said Year One thousand eight hundred and Nine the said Pennoyer Vanrensalle by Robert Owen her 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 and in manner and form as the said Pennoyer Vanrensalle hath above complained against him, and of this he puts himself upon the Court &c.

Issue Joined

And the said Pennoyer Vanrensalle doth the like.

Judgment for Plff

And now at this Third Term in the year One thousand eight hundred and ten that is to say on the second day of August came as well the said Pennoyer Vanrensalle by the said Petitioner Attorney aforesaid as the said Defendant by their respective Attornies aforesaid Before the Court for the purposes and the parties of the said Court having

Issue Filed 12 Dec. 1809

having heard the Allegations of the said parties and examined the truth thereof and duly and deliberately considered the evidence produced on both Sides say that the said Yanamanadrum Kistnasawmy Branmin is guilty of the premises above laid to his charge in manner and form as the said Pannendy Vannadl hath above thereof complained against him. And they assess the damages of the said Pannendy Vannadl on occasion thereof over and above her costs and charges by her about her Suit in this behalf expended to Two thousand six hundred and nine Pagodas and for those costs and charges to Two hundred and twenty three Pagodas and Twenty one Fanams Therefore it is considered that the said Pannendy Vannadl do recover against the said Yanamanadrum Kistnasawmy Branmin her said damages costs and charges in form aforesaid assessed which said damages Costs and charges in the whole amount to Two thousand eight hundred and thirty two Pagodas and twenty one Fanams - and the said Yanamanadrum Kistnasawmy in mercy &c.

Judgment of non Pross signed for the Plaintiff John Williams By Reddy

1870

Assessment Roll

Fourth Term

Section 17

Fourth Term 1800

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the fourth Term of the Year one thousand Eight hundred and Ten.

Madras (to Wit) Manaly Tambeappa Moodaliy puts in his place Daniel Neale his Attorney against Valoyadarn in a Plea of Trespass on the case.

Madras (to Wit) The said Valoyadarn puts in his place Gilbert Richetts his Attorney at the Suit of the said Manaly Tambeappa Moodaliy 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 Eight before the Supreme Court of Judicature at Madras came Manaly Tambeappa Moodaliy by Daniel Neale his Attorney and brought into the said Court there his certain Plaint against Valoyadarn 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

Christian assumpsit filed 19th April 1808.

Madras (to wit) Maraday Tambeappa Moodaly by Daniel Neale his Attorney Complains of Valoyaadaven who is a Hindoo Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas on the Twenty fifth day of April in the Year of Christ One thousand eight hundred and eight at Madras the said Valoyadaven was indebted to the said Tambeappa in the Sum of five hundred Star Pagodas of the lawful Current Money of Madras for the use and occupation of Two Cannies of Garden Ground with the appurtenances of the said Tambeappa Situated at San Thome within the limits of Madras by the said Valoyadaven and at his request and by the Sufferance and permission of the said Tambeappa for a long space of time (to wit) for the space of Two Years then elapsed held used occupied and possessed and being so indebted the said Valoyadaven 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 Tambeappa to pay him the said Sum of Money when he the said Valoyadaven 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 Tambeappa at the like request of the said Valoyadaven had before that time Suffered and permitted the said Valoyadaven to hold use occupy and possess the two other Cannies of Garden Ground with the appurtenances of him the said Tambeappa situated at San Thome aforesaid

aforesaid within the limits of Madras And that the said Valayodan according to such Sufferance and permission last mentioned had held used occupied and professed the same for a certain other long space of time to wit for the Space of Ten Years then elapsed but the said Valayodan undertook and then and there faithfully promised the said Tambusseppa to pay him so much Money as the said Tambusseppa deserved to have of the said Valayodan when he the said Valayodan should be thereto afterwards required And the said Tambusseppa avers that he Deserved to have from the said Valayodan for the use and occupation last Mentioned the further sum of four hundred Star Pagodas of the like lawful Current Money of Madras to wit at Madras aforesaid Whereof the said Valayodan afterwards to wit on the same day and Year aforesaid there had notice And Whereas the said Valayodan afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Tambusseppa in the further sum of four hundred Star Pagodas of the like lawful Current Money of Madras for Money by the said Tambusseppa before that time had and expended and paid for the said Valayodan and at his like Special instance and request and being so indebted the said Valayodan 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 Tambusseppa to pay him the said last

Mentioned

mentioned Sum of Money when he the said Valoyadam should be thereto afterwards requested And Whereas the said Valoyadam afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Tambeappa of and concerning divers other Sums of Money before that time due and owing from the said Valoyadam to the said Tambeappa which being in arrear and unpaid and upon that accounting the said Valoyadam was then and there found to be in arrear and indebted to the said Tambeappa 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 Valoyadam 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 Tambeappa to pay him the said last mentioned Sum of Money when he the said Valoyadam should be thereto afterwards requested Yet the said Valoyadam 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 Tambeappa 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 Tambeappah (although so to do the said Valoyadam was requested by the said Tambeappa afterwards to wit on the same day and Year aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof

Fourth Term 1810

thereof to the said Tamberlyne the said Valeyn hath hitherto wholly refused and still doth refuse To the damage of the said Tamberlyne of five hundred Star Pagodas and thereupon he brings his Suit &c.—

Afterwards to wit on the same Day and Year of the said Second Term of the said Year Eight hundred and Nine the said Valeyn Plea and Notice of Set off filed 5th May 1809 after withdrawing the former Plea by Order of Court of the 25th July 1808 — came by Gilbert Richetts his 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 Mandy Tamberlyne Complains against him and of this he puts himself upon the Court &c.—

Issue Joined 26th July 1809

And the said Tamberlyne the like —

Afterwards (that is to say) on the day of Regret last past the Issue to us aforesaid joined Between the Parties came and to be tried by the Court And the said Tamberlyne and Valeyn came by their respective Attornies above Named

Whereupon the Justices of this Court having heard examined and considered the Allegations of the said Parties and the depositions of the Witnesses sworn by them produced And the said Valeyn did not

A Verdict for the Plff on a Verdict in assumpsit

And

and promize in manner and form as the said Tumbeppa hath above thereof Complained against him —

And now at this day comes the said Tumbeppa — by his said Attorney and prays the judgment of the Court of and upon the premises — and forasmuch as it hath been alleged — and proved and Manifestly appears to the Court here that the said Tumbeappa hath sustained damage by occasion of the Non performance by the said Valoyodaru of his several promises and undertakings in the plaint mentioned to — the Sum of one hundred and Nine Pagodas Twenty two — fanams and Forty Cash over and besides the Costs and — Charges of the said Tumbeappa by him about his Suit in this behalf expended It is Considered and Adjudged that the — said Tumbeappa recover against the said Valoyodaru — his damages aforesaid to the said Sum of one hundred and Nine Pagodas Twenty two fanams and Forty Cash and that the said Valoyodaru pay to the said Tumbeappa for his said Costs and Charges the Sum of one hundred — and Seventy five Pagodas and Nineteen fanams — Which damages Costs and Charges Amount to Two hundred and Eighty four Pagodas Forty One fanams and fifty Cash — And the said Valoyodaru in Mercy &c.

Judgment signed for the Plaintiff on the 8th October 1810 PP.

Mercy

And hereupon the said Manaly Tumbeappa — Modally by his said Attorney prays the Writ of our Lord the — King of Capias ad Satisfaciendum to be directed to the Sheriff of — Wynaad Commanding him to take the body of the said Valoyodaru — to satisfy the said Manaly Tumbeappa Moodally of Two hundred — and Seventy five Pagodas forty two fanams and forty Cash — and the said Manaly Tumbeappa Moodally Recovered — against

against the said Valyeadam for damages sustained as well by Occasion of the Non performance of certain promises and undertakings lately Made by the said Valyeadam to the said Malcaly Tombiaspa Modally 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 Eighth day of November Next.—

Writ to sell Segnestered Property Issued 8th Octr 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one Thousand Eight Hundred and Ten. —

Fort Saint George Madras — } Terranuncyore Appausawmy Moodelliar puts in his place Francis Disney his attorney against Sathasevanaven in a Plea of Trespass on the case —

Fort Saint George Madras — } She said Sathasevanaven in his own person at the Suit of the said Terranuncyore Appausawmy Moodelliar —

Fort Saint George Madras — } Be it Remembered that as of the Fourth Term in the Year of our Lord one thousand Eight Hundred and Nine before the Supreme Court of Judicature at Madras came Terranuncyore Appausawmy Moodelliar by Francis Disney his Attorney and brought into the said Court then there his Certain Plaint against Sathasevanaven 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 followed in these words that is to say

Fort Saint George

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Fourth Term 1810

Plaint in shewpkis
filed 27 Dec.r
1809

Fort Saint George Madras Seroonemyore appaundanoy Modelliar of Madras Inhabitant by Parwar his Attorney complains of Sathambanan being an Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Worthe Court For that whereas the said Sathambanan heretofore to wit on the first day of December in the Year One thousand eight hundred and Seven at Madras aforesaid made his certain Note in writing in the Malabar Language according to the laws and customs of the 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 Seroonemyore appaundanoy Modelliar by which said Note he the said Sathambanan acknowledged to have borrowed and received of the said Seroonemyore appaundanoy Modelliar the Sum of Forty Star Pagodas current money of Madras which Sum he the said Sathambanan did thereby engage to repay to the said Seroonemyore appaundanoy Modelliar on demand with all such interest as should or might become due thereon at the rate of Twelve Pagodas per annum &c. as by reason whereof and according to the laws and customs of such Hindoo Natives of India he the said Sathambanan then and there became liable to pay to the said Seroonemyore appaundanoy Modelliar 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 Sathambanan in consideration thereof promised to wit on the same day and Year aforesaid at Madras aforesaid undertook and then

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there and there faithfully promised the said Teroonunnyore
Appasawmy Modelliar 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 Sathiambaram
afterwards to wit on the same day and Year aforesaid at
Madras aforesaid was indebted to the said Teroonunnyore
Appasawmy Modelliar in other One hundred Star Pagodas
Current Money of Madras aforesaid for so much Money by the
said Teroonunnyore Appasawmy Modelliar before that time
lent and advanced to the said Sathiambaram at his
special instance and request And being so indebted he
the said Sathiambaram 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 Teroonunnyore Appasawmy Modelliar
to pay him the said last mentioned Sum of money when he
should be thereunto afterwards requested. And Whereas
also the said Sathiambaram afterwards to wit on the
same day and Year aforesaid at Madras aforesaid was
indebted to the said Teroonunnyore Appasawmy Modelliar
in other One hundred Star Pagodas Current Money of
Madras aforesaid for so much Money by the said
Teroonunnyore Appasawmy Modelliar before that time had and received to and for
the use of the said Teroonunnyore Appasawmy Modelliar
and being so indebted he the said Sathiambaram 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 Teroonun-
nyore Appasawmy Modelliar to pay him the said
last

last mentioned Sum of money when he should be there
unto afterwards requested. And Whereas also the said
Sathiambaram afterwards to wit on the day and year last
mentioned at Madras aforesaid accounted together with
the said Seroomuryar Appandasamy Modelliar of
of and concerning divers other Sums of money from the
said Sathiambaram to the said Seroomuryar Appandasamy
Modelliar before that time due owing and then and there
in arrear and unpaid and upon that account the said Sathiam-
baram was then and there found in arrear and indebted to
the said Appandasamy Modelliar in other One Hundred Pa-
godas of like lawful money of Madras aforesaid and being so
found in arrear and indebted he the said Sathiambaram 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 Seroomuryar Appandasamy
Modelliar to pay him the said last mentioned Sum of
money when he should be thereunto afterwards requested. Yet
the said Sathiambaram not regarding the said several promises
and undertakings so by him in manner and form aforesaid
made but contriving and fraudulently intending
craftily and subtilely to deceive and defraud the said
Seroomuryar Appandasamy Modelliar the first part
hath not yet paid the said Hundred Pagodas of money or any
part thereof to the said Seroomuryar Appandasamy
Modelliar although often requested so to do but
the same or any part thereof to the said Seroomuryar
Appandasamy Modelliar
hath hitherto wholly refused and still refuses so to do

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do to the said Teroonunnyore Appadanunny Modelliar his
damages of One hundred and fifty Star pagodas and
therefore he brings his Suit &c.

And now in this Fourth Term in the Year
Plea Expark One thousand eight hundred and ten that is to say on the
Twentieth day of September to which day was given as well
to the said Teroonunnyore Appadanunny Modelliar &c
as to the said Sathambaram to inform the Court of the
premises came before the said Teroonunnyore &c
Appadanunny Modelliar by his Attorney aforesaid and the
said Sathambaram although solemnly demanded came
not to answer nor did he say any thing in bar or preclusion &c
of the said action of the said Teroonunnyore Appadanunny &c
Modelliar whereby the said Teroonunnyore Appadanunny
Modelliar remains therein undefended against the
said Sathambaram. And afterwards to wit on the Twenty
fourth day of September in the same Term the Justices of
the said Court having heard the allegations of the said
Teroonunnyore Appadanunny Modelliar and examined the
truth thereof and duly considered the premises
on the part of the said Teroonunnyore Appadanunny Modelliar
in support of his said allegations say that the said &c
Sathambaram did undertake and promise in manner
and form as the said Teroonunnyore Appadanunny &c
Modelliar hath in his said Plaint in that behalf
alleged. And the Justices aforesaid upon the
Judgment for Pltf Plaintiff's damages of the said Teroonunnyore Appadanunny
as Declared in Modelliar by occasion of the not performing the several
Damages 5 promises and undertakings in the said Plaint of

the

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Judgment Signed for the Plaintiff the 9. October 1810
John Williams Esq Proctr

the said Teroonunnyore Appasawmy Moodelliar mentioned besides his costs and charges by him about his suit in this behalf expended to Fifty three Pagodas and Thirty Fanams Therefore it is considered that the said Teroonunnyore Appasawmy Moodelliar do recover against the said Sathambaram his damages aforesaid in form aforesaid assessed and also Five hundred and Sixty eight Pagodas and thirty one Fanams for his said costs and charges by the Court now here adjudged to the said Teroonunnyore Appasawmy Moodelliar with his assent which said damages costs and charges in the whole amount to the Sum of Two hundred and twenty two Pagodas and Sixteen Fanams. And the said Sathambaram in Mercy &c.

Mercy

And hereupon the said Teroonunnyore Appasawmy Moodelliar by his said Attorney prays a Writ of Capias ad Satisfaciendum to be directed to the Sheriff of M. Commanding him to take the Body of the said Sathambaram to Satisfy the said Teroonunnyore Appasawmy Moodelliar the Sum of Two hundred and twenty two Pagodas and Sixteen Fanams which the said Teroonunnyore Appasawmy obtained

Recovered against the said Satchamberam for damages sustained as well by reason of the Non performance of certain promises and undertakings lately made by the said Satchamberam to the said Veeranarayne & Appanasamy Moodeliar 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 Nineteenth day of November Next. —

Writ of Capias ad Sa. issued 7th Defendt. 9th Oct 1810.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the the Year one thousand Eight hundred and Ten —

Madras to wit } Coullore Venkatanarraniah puts in his place Daniel Neale his Attorney against Vydenadah Moodeliar otherwise called Arrnadarrayy Moodeliar Soondrum Moodeliar and Yagambrum Moodeliar in a Plea of Trespass on the Case —

Madras to wit } The said Vydenadah Moodeliar otherwise called Arrnadarrayy Moodeliar, Soondrum Moodeliar and Yagambrum Moodeliar in their own persons at the suit of the said Coullore Venkatanarraniah in the Plea aforesaid —

Madras to wit } Be it Remembered that as of the Fourth Term in the Year of our Lord one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came the said Venkatanarraniah by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against the said Vydenadah Moodeliar otherwise called Arrnadarrayy Moodeliar Soondrum Moodeliar and Yagambrum Moodeliar in a Plea of Trespass on the Case and there are pledged for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras

No 29

Hamshire assumpsit filed 19. Sept.r 1809— J.S

Madras (to Wit) Coullore Venkatanarraniah by Daniel Neale his attorney Complaining of Vydena-dah Modeliar (otherwise called Annadarumy Modeliar) Soondrum Modeliar and Yagumbrum Modeliar who are hindoo Inhabitants of Madras and as such persons subject respectively to the Jurisdiction of this Honorable Court and who are sons and Successors (according to the Laws and Customs of the Hindoos) to the Estate which was of Cowar Mottah Modeliar deceased at the time of the death of the said Cowar Mottah Modeliar who was a hindoo Native of India. For that Whereas heretofore to wit on the Eighth day of April in the Year of Christ One thousand Seven hundred and Ninety six at Madras the said Cowar Mottah Modeliar in his life time made his certain Note in Writing commonly called a Promissory Note his hand being thereunto subscribed and bearing date the day and Year aforesaid and then and there delivered the said Note to the said Venkatanarraniah whereby the said Cowar Mottah Modeliar acknowledged that he had borrowed and received of the said Venkatanarraniah the Sum of One hundred & Star Pagodas and promised to pay the same sum to the said Venkatanarraniah or his Order in one Month from the date thereof with Interest at the rate of Twelve per Cent per Annum Yet the said Cowar Mottah Modeliar

Modeliar

Moodeliar became liable to pay to the said Venkatanarainiah
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 Cowoor Mootiah Moodeliar in his life time in
consideration thereof afterwards to wit on the day and year
aforesaid at Madras aforesaid undertook and then and there
faithfully promised the said Venkatanarainiah to pay him
the said Sum of Money in the said Note Specified accord-
ing to the tenor and effect of the said Note and Whereas after-
wards to wit on the first day of January in the Year of Christ
One thousand eight hundred and eight at Madras aforesaid
the said Cowoor Mootiah Moodeliar in his life time was
indebted to the said Venkatanarainiah in the Sum of Five
hundred Star Pagodas of the lawful Current Money of
Madras for Money by the said Venkatanarainiah before
that time lent and advanced to the said Cowoor Mootiah
Moodeliar and at his Special instance and request
being so indebted the said Cowoor Mootiah Moodeliar in his
life time 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
Venkatanarainiah to pay him the said Sum of Money
last Mentioned when he the said Cowoor Mootiah
Moodeliar should be thereto afterwards required. And
Whereas the said Cowoor Mootiah Moodeliar in his life

Terme afterwards to visit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Venkatanarrainah of and concerning diuers other Summs of Money before that time due and owing from the said Lawson Mostiah Mandeliar to the said Venkatanarrainah and then being in arrear and unpaid upon which accounting the said Lawson Mostiah Mandeliar was then and there found to be in arrear and indebted to the said Venkatanarrainah in the sum[m]e Sum of Five hundred Star Pagodas of Like lawful Current Money of Madras And being so found in arrear and indebted the said Lawson Mostiah Mandeliar in his life time in consideration thereof afterwards to visit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Venkatanarrainah to pay him the said last mentioned Sum of Money when he the said Lawson Mostiah Mandeliar should be thereto afterwards requested. Yet the said Lawson Mostiah Mandeliar in his life time and the said Vydenadah otherwise called Annajarvary Soondaram and Yagnaraw Lawson Sons and Successors as aforesaid not regarding the said several promises and undertakings of the said Lawson Mostiah Mandeliar so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Venkatanarrainah in this behalf the said Lawson Mostiah Mandeliar

Fourth Term 1810

Modeliar in his life time did not pay and the said Vydenadah otherwise called Annadanuny Soondrum and Yagarnbrum sons and Surveyors as aforesaid have not nor have nor hath any or either of them hitherto yet paid the said Servant or Sums of Money or any or either of them or any part thereof Cattle &c to do the said Lessor Mootiah Modeliar in his life time to visit on the day and year last aforesaid And the said Vydenadah otherwise called Annadanuny Soondrum and Yagarnbrum since the death of the said Lessor Mootiah Modeliar to visit on the Seventeenth day of July in the year of Christ One thousand Eight hundred and Nine and oftentimes afterwards more and each of them was requested by the said Venkatanarainiah to visit at Madras aforesaid / But to pay the same the said Lessor Mootiah Modeliar in his life time Wholly refused And the said Vydenadah otherwise called Annadanuny Soondrum Yagarnbrum sons and Successors as aforesaid have and each of them hath hitherto totally refused and still do refuse to the damage of the said Venkatanarainiah of five hundred Star Pagodas and thereupon he brings his Suit &c.

And the said Vydenadah (otherwise) called Annadanuny) and Soondrum by Robert Orme their Attorney and the said Yagarnbrum in his own person came and defended the Wrong and injury when &c and said nothing in bar or preclusion of the said action of the said Venkatanarainiah whereby the said Venkatanarainiah

Prays ruled

Pr Cq

remained Wherin undefended against the said Sydenadah, or
shandrum and Yogurumbrum and by reason whereof a day was
given to the said Vencatanarainiah whereupon he should come
before the Court and Verify his said plaint and suit

Judgment for the Plaintiff on a Verdict in assumpsit

At which day being the sixth day of August in the
said Term now last past came the said Vencatanarainiah by
his said Attorney and alleged and proved to the Court the
Matters of his said plaint — And the Court having heard examined and Considered the Allegations of
the said Vencatanarainiah and the depositions of the Witnesses
adduced by him pronounced that the said Lowry Mottiah
Modeliar in his life time did undertake and promise in
Manner and form as the said Vencatanarainiah hath above
thereof Complained against the said Sydenadah Soandrum
and Yoguroumbrum and that the said Sydenadah Soandrum
and Yoguroumbrum are the Sons and Successors who have
succeeded themselves of the Estate which was of the said Lowry
Mottiah Modeliar at the time of his death —

And now at this day Comes the said
Vencatanarainiah by his said Attorney and prays
judgment of the Court upon the premises —

And forasmuch as it hath been alleged
and proved and Manifestly appears to the Court here
that the said Vencatanarainiah hath sustained damage
by occasion of the Non performance by the said Lowry
Mottiah Modeliar in his life time and by the said
Sydenadah Soandrum and Yoguroumbrum Successors as
aforesaid since his death of the several promises And Whereas
Lokinga of the said Lowry Mottiah Modeliar to the sum of

Five

Judgment signed for the Plaintiff the 13th October 1810 - J.M. Dy Registy

Two hundred and seventy four Pagodas over and besides the Costs and Charges of the said Vencatasawmiah by him about his Suit in this behalf Expended - It is Considered and Adjudged that the said Vencatasawmiah recover against the said Cydenadah Soondrum and Yagnumbrum Surveyors as aforesaid his damages aforesaid to the said Sum of two hundred and Seventy four Pagodas and that the said Cydenadah Soondrum and Yagnumbrum Surveyors as aforesaid for his said Costs and Charges the Sum of One hundred and Nine Pagodas and Forty Fanams which said damages Costs and Charges Amount to Three hundred and Eighty three Pagodas and Forty Fanams To be Levied as to the said Sum of Two hundred and Seventy four Pagodas of the Goods and Chattels which were of the said Comar Mootiah Mudeliar at the time of his death and which are or may be in the hands of the said Cydenadah Soondrum and Yagnumbrum as Surveyors as aforesaid to be Administered and as to the said Sum of One Hundred and Nine Pagodas and Forty Fanams to be Levied of the Goods and Chattels which were of the said Comar Mootiah Mudeliar at the time of his death and which shall be in the hands of the said Cydenadah Soondrum and Yagnumbrum as Surveyors as aforesaid to be Administered if they shall have so much thereof in their hands to be administered And if they shall not have so much thereof in their hands to be Administered then to be Levied of the proper Goods and

Fourth Term 1811

and Chattels of the said Oskenadah Swanbawn and
Yaguenbawn and the said Oskenadah Swanbawn
and Yaguenbawn in Mercy &c.

mercy

Fourth Term 1810.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand eight hundred and Ten. —

Fort St George } Moorly Doss Bagavaundoss puts in his place Fowres
Madras Ss } Disney his attorney against Baucheare in a Plea of Trespass on the case. —

Fort St George } The said Baucheare in his own proper person at the
Madras Ss } Suit of the said Moorly Doss Bagavaundoss in the Plea aforesaid. —

Fort St George } Be it Remembered that as of the Fourth Term in the
Madras Ss } Year of our Lord one thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Moorly doss Bagavaun doss by Fowres Disney his Attorny and brought into the said Court then there his Certain Plaint against Baucheare 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. Georg

1810

Judgment Roll

Fourth Term

Section B

Plaint in Assumpsit filed 16. October 1810 -

Sept. 5. George Madras } Moorlydoss Bagavaun
doss by Powers Disney his Attorney complains of Bandheram living
a Hindoo Inhabitant of Madras and as such Subject to the
jurisdiction of this Humble Court in a Plea of Trespass on the case
For that Whereas the said Bandheram heretofore to wit on the 27.
Seventeenth day of February in the Year of Christ One thousand
eight hundred and ten at Madras aforesaid made his certain
Note in writing in the Gentoo language according to the laws
and customs of the Hindoo Nations of India his own proper
hand being thereunto Subscribed bearing date the same day
and year aforesaid and then and there delivered the said Note
to the said Moorlydoss Bagavaun doss by which said Note
he the said Bandheram (by the name and addition of
Bandheram Son of Kistnaradaswy Venkatasawmy Chetty
Inhabitant of Madras) acknowledged that the House in the
name of his Father bearing No. 53 Situated in the
Street of Venkattaranga Pailly and the Garden Situated in the
Boundary of Tondeamurput, east to the road leading to Chinna
moottoo's Choultry (In all two) together with one Grant
obtained in the name of his Father for the said House
(In all two) which he had mortgaged to Kandappamudaly
Soalbarayn Modelliar to the said Bandheram had on that
day mortgaged to the said Moorlydoss Bagavaundoss as a
Second Mortgage and borrowed of the said Moorlydoss
Bagavaundoss the Sum of One thousand and five hundred
Current Star pagodas which Sum the said Bandheram
did thereby engage to repay to the said Moorlydoss Baga-
vaundoss on demand with all such interest as should or
might become due thereon at the rate of Twelve per cent
per

Pe. Mr

per Diemem. By reason whereof and by force of the
laws and customs of such Hindoo Natives of India &c
the said Bandheram became liable to pay to the said &c
Moorlydoss Bagavandoss the said Sum of money in the
said Note specified with Interest thereon at the rate aforesa
said when he the said Bandheram should be thereunto
afterwards requested. And being so liable he the said
Bandheram 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 Moorlydoss Bagavandoss to pay him the said
Sum of Money in the said Note specified with Interest &c
thereon at the rate aforesaid when he the said Bandheram
should be thereunto afterwards requested. And
Whereas also the said Bandheram afterwards to wit on the first day of
September in the aforesaid at Madras aforesaid was indebted to the said Moorlydoss Bagava
doss. in the Sum of Three thousand Star Pagodas of the &c
Carnatic Current money of Madras for so much money by the
said Moorlydoss Bagavandoss before that time lent and &c
advanced to the said Bandheram and at his special instance
and request. And being so indebted he the said Bandheram 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 Moorlydoss Bagavanda
doss to pay him the said last mentioned Sum of Money &c
when he the said Bandheram should be thereunto afterwards
requested. And Whereas also the said Bandheram afterwards to wit on the same day and year last of said

at Madras aforesaid was indebted to the said Moorly
dosa Bagavaundosa in three Pone thousand Star pagodas
of the like lawfull Current money of Madras aforesaid
for so much money by the said Baudheaun before
that time had and received to and for the use of the
said Moorlydosa Bagavaun dosa. And being so indebted
he the said Baudheaun 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 Moorly dosa
Bagavaundosa to pay him the said last mentioned
Sum of money when he the said Baudheaun
should be thereunto afterwards requested. And
Whereas also the said Baudheaun afterwards to wit
on the same day and year last aforesaid at madras
aforesaid accounted with the said Moorlydosa
Bagavaundosa concerning diverse sums of
money before that time due and owing from the said
Baudheaun to the said Moorlydosa Bagavaundosa and
then being in arrear and unpaid and upon that
accounting the said Baudheaun was then and there
found to be in arrear and indebted to the said
Moorlydosa Bagavaundosa in three Pone thousand
Star pagodas of the like lawfull Current money of

Madras

Madras aforesaid And being so found in arrear and indebted he the said Baneheram 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 Moorly dos Bagavandos to pay him the said last mentioned sum of money when he the said Baneheram should be there-unto afterwards thereto requested Yet the said Baneheram not regarding his said several promises and undertakings so by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilely to deceive and defraud the said Moorly dos Bagavandos 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 Moorly dos Bagavandos (although he the said Baneheram afterwards to wit on the same day and year last aforesaid and often afterwards at Madras aforesaid) was by the said Moorly dos Bagavandos requested so to do) but to pay the same or any of them or any part thereof to the said Moorly dos Bagavandos he the said Baneheram hath hitherto wholly refused and still doth refuse to the damage of the said Moorly dos Bagavandos of three thousand Star Pagodas and therefore

therefore he brings his suit &c.

And the said Bancheare by William Light his Attorney comes and defends the wrong and injury when &c. And says that he cannot deny the said Action of the said Moorly &c. But Actionem &c. nor but that he the said Bancheare did undertake and &c. promise in manner and form as the said Moorly &c. Judgment by Confession Cognovit filed 16th October 1810 J.W. Bagnauem &c. both above & thereof complained against him nor but that the said Moorly &c. Bagnauem &c. hath sustained damages on occasion of the non performance of the said several promises and undertakings in the said Plaint mentioned to One thousand Six hundred and eighteen pounds and sixteen farrans as by the said Plaint is above supposed. And thereupon the said Moorly &c. Bagnauem &c. prays judgment and his damages to acknowledge 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 Moorly &c. Bagnauem &c. do recover against the said Bancheare his damages aforesaid in form aforesaid acknowledged and also Eighty eight pounds and sixteen farrans for his said costs and charges by the Court now here adjudged to the said Moorly &c. Bagnauem &c. and with his assent, which said damages, costs and charges in the whole amount to One thousand seven hundred and six pounds and thirty two farrans And the said Bancheare in Mercy &c.

Judgment signed for the Plaintiff 16. October 1810 J. Williams Dy Prothy

mercy

And thereupon the said Moorly &c. Bagnauem &c. by his said Attorney prays Warrant 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

Houses Lands Debts and other Effects Real and personal
of the said Boudleaux within the jurisdiction of this
Court by seizure And if it be Necessary by sale thereof
the Sum of One thousand seven hundred and Sixty
Pagodas and Thirty two Fanams which the said Moorly
Dose Bagouanne Dose recovered against the said Boudleaux
for damages which he hath sustained as well on the
Occasion of the Non performance of Covenant promised in
and Undertakings Lately made by the said Boudleaux
to the said Moorly Dose Bagouanne Dose and for Costs
and Charges by him about his Suit in that behalf expended
And it is granted unto him Returnable here on the
fifth day of November Next.

Writ of Fi. Fa.
issued 16th October
1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand Eight hundred and Ten.

Madras to Wit } Pandepeddy Audenarrainia Brawring his Attorney against Pandepeddy Audenarrainia Brawring the Nephew & personal representative of Pandepeddy Vemadnasawmy deceased in a Plea of Trespass on the case.

Madras to Wit } The said Pandepeddy Audenarrainia Brawring the Nephew and personal Representative of Pandepeddy Vemadnasawmy deceased puts in his place William Light his attorney at the Suit of the said Pandepeddy Venkiah in the Plea aforesaid.

Madras to Wit } Be it Remembered that on the Third Term in the Year of our Lord one thousand Eight hundred and Nine before the Supreme Court of Judicature at Madras came Pandepeddy Venkiah by Talbert Bicknell his Attorney and brought into the said Court then there his certain Plaint against Pandepeddy Audenarrainia Brawring the Nephew and personal Representative of Pandepeddy Vemadnasawmy deceased in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe whereof said Plaint is follows in these words that is to say

Madras

Plaintiff Attorney filed 2d August 1809.

Madras to Wit Pedeapatty Venkiah by Gilbert Richette his Attorney complains of Pandepeddy Audemarrairen Pranning the Nephew and Personal Representative of Pandepeddy Ramatha Sastrey deceased according to the Laws and Customs of the Heathens and having as such Personal Representative & Administered and taken Possession of the Estate and &c Effects which were of the said Pandepeddy Ramatha Sastrey deceased at the Time of his death and the said Pandepeddy Audemarrairen Pranning being a Heathen Inhabitant & of Madras and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the case For that & Whereas the said Pandepeddy Ramatha Sastrey heretofore in his life time to wit on the Twenty fifth day of August in the Year of Christ One Thousand and Eight hundred at Madras aforesaid according to the Laws and Customs of the Heathens made his certain Note in Writing in the Gentoo Language his own & proper hand being thereto subscribed bearing date the Same day and Year aforesaid and thereby promised to pay to the said Pedeapatty Venkiah whereby the said Pandepeddy Ramatha Sastrey acknowledged that in Consequence of his urgent occasion he had on the day of making the said Note borrowed and received of the said & Pedeapatty Venkiah the Sum of Three Thousand and five Hundred Current Star Pagodas which sum the said Pandepeddy Ramatha Sastrey did thereby engage to repay the said Pedeapatty Venkiah in the space of Fifteen Months with all such Interest as should

[illegible]

should or might become due thereon at the rate of twelve per cent
per annum By reason whereof and by force of the laws
and customs of such Hindoo Natives the said Pandeputteddy
Thorastrasawmy in his life time became liable to pay to the said
Pedeparatty Venkiah the said Sum of money in the said Note
mentioned with interest at the rate aforesaid according to the tenor
and effect of the said Note And being so liable the said Pande-
peddy Thorastrasawmy afterwards in his life time to wit on the
same day and year aforesaid at Madras aforesaid undertook
and to the said Pedeparatty Venkiah 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 also
the said Pandeputteddy Thorastrasawmy afterwards in his
life time to wit on the same day and year aforesaid
at Madras aforesaid according to the laws and customs
of the Hindoos made his certain other Note in writing in
the Tontoo Language his own proper hand being
thereto subscribed bearing date the same day and
year aforesaid and then and there delivered the
said last mentioned Note to the said Pedeparatty
Venkiah whereby the said Pandeputteddy Thorastra-
sawmy (by the name of Pandeputteddy Thistrasawmy) acknowledged
that in Consequence of his urgent occasion he had on the day of
receiving the said Note borrowed and received of the said Pedeparatty
Venkiah

Venkiah the Sum of Three thousand and Six hundred of
Current Star Pagodas which Sum the said Pandeputty
Thistrudanoony did thereby engage to repay the said Pd
Pidepanty Venkiah in the Space of Three Years with all
such interest as should or might become due thereon
at the Rate of Twelve per Cent per Annum By means of
whereof and according to the tenor and Conditions of said Bond
the said Pandeputty Thistrudanoony in his life time
became liable to pay to the said Pidepanty Venkiah the
said Sum of money in the said last mentioned Note
specified and interest as aforesaid according to the term
and effect thereof and being so liable the said Pandeputty
Thistrudanoony 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 Pidepanty
Venkiah then and there faithfully promised to pay him the
said Sum of Money in the said last mentioned Note
specified and interest as aforesaid according to the term
and effect thereof And Whereas also the said Pandeputty
Thistrudanoony in his life time afterwards to wit on the
Thirty first day of December in the Year of Christ One
Thousand Eight hundred and Eight at Madras aforesaid
was indebted to the said Pidepanty Venkiah in the Sum of
Ten Thousand Star Pagodas of the Current Money of
Madras for so much Money by the said Pidepanty Venkiah
before that time lent and advanced to the said Pandeputty

Thistrudanoony.

Thereof to warranty and at his special instance and request
and being so indebted he the said Pondepeddy Veerabhadra
-swamy in consideration thereof in his life time after-
-wards to wit on the same day and Year last aforesaid at
Madras aforesaid undertook and then and there faith-
-fully promised the said Pedapanty Venkiah to pay him
the said last mentioned Sum of Money when he the
said Pondepeddy Veerabhadraswamy should be thereto
afterwards requested And Whereas also the said
Pondepeddy Veerabhadraswamy in his life time afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said
Pedapanty Venkiah in other Sum of Ten Thousand Pa-
-godas of like current Money of Madras for so much
Money by the said Pondepeddy Veerabhadraswamy in his
life time before that time had and received to the use of
the said Pedapanty Venkiah and being so indebted he
the Pondepeddy Veerabhadraswamy in consideration thereof in his life
time afterwards to wit on the same day and year last afore-
-said at Madras aforesaid undertook and then and there faith-
-fully promised the said Pedapanty Venkiah to pay him
the said last mentioned Sum of money when the said
Pondepeddy Veerabhadraswamy should be thereto afterwards
requested And Whereas also the said Pondepeddy
Veerabhadraswamy in his life time afterwards to wit on
the same day and Year last aforesaid at Madras aforesaid

accounted

accounted with the said Pedapooty Venkiah of and concern-
ing divers other Sums of Money before that time due &
owing from the said Pandapeddy Veerasthanaroony
to the said Pedapooty Venkiah and then being in arrear
and unpaid and upon that accounting the said
Pandapeddy Veerasthanaroony was then and there found
to be in arrear and indebted to the said
Pedapooty Venkiah in the further Sum of Two Thousand Star
Pagodas of like Current Money of Madras and
being so found in arrear and indebted he the said
Pandapeddy Veerasthanaroony in his life time in
consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid undere
took and then and there faithfully promised the said
Pedapooty Venkiah to pay him the said last Mentioned
Sum of Money when he the said Pandapeddy Veerasthan
aroony should be thereto afterwards requested. Yet the
the said Pandapeddy Veerasthanaroony in his life time and
the said Pandapeddy Rudravaroopa Brauniny personal
representative as aforesaid since his decease not re-
garding the said second promises and undertakings of
the said Pandapeddy Veerasthanaroony so by him made
in manner and form aforesaid but contriving and
fraudulently intending craftily and subtilly to deceive

and

and deprived the said Pedapaty Venkiah of the said debt
have not nor hath either of them yet paid the said
several Sums of Money or any of them or any part
thereof (although so to do he the said Pandapeddy Veerastrea-
-Sastrey in his life time to wit on the same day and Year
last aforesaid and often both before and afterwards and
the said Pandapeddy Audeswarrarina Brahmin personal
representative aforesaid since the death of the said Pandapeddy Veerastra Sastrey to wit on the Eighteenth
day of July in the Year of Christ One thousand Eight-
hundred and Nine and often times afterwards at Madras
aforesaid were severally requested But the said Pande-
-peddy Veerastra Sastrey in his life time Wholly refused
so to do, and the said Pandapeddy Audeswarrarina &c
Brahmin Personal Representative aforesaid after the
death of the said Pandapeddy Veerastra Sastrey hath hitherto
wholly refused and still doth refuse to pay the Same
or any of them or any part thereof to the damage of the
said Pedapaty Venkiah of Fifteen Thousand Pon &
Pagodas and therefore he brings suit &c—

And afterwards to wit on the Seventy Eighth day of
February in the Vacation after the said First Term of the said
Plea filed 28th February 1810 Year One Thousand Eight hundred and Ten in the said
Supreme Court of Judicature at Madras until which day
the said Audeswarrarina had leave to imparl to the said
Plaint and then to answer the same came as well the
said Pedapaty Venkiah by his said Attorney, as the said
Audeswarrarina

Audenarraina by his said Attorney and the said Audenarraina defends the wrong and injury when &c and saith that the said Whitmanmurry deceased did not undertake or promise in manner and form as the said Venbriah hath above thereof complained against him and of this the said Audenarraina puts himself on the Court &c and &c for a further Plea in this behalf the said Audenarraina 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 Venbriah ought not to have or maintain his aforesaid action thereof against him the said Audenarraina because he says that the said Whitmanmurry deceased did not at any time within Six years next before the filing of the Writ of the said Venbriah in this behalf undertake or promise in manner and form as the said Venbriah hath above thereof complained against him and this the said Audenarraina is ready to verify wherefore he prays Judgment if the said Venbriah ought to have or maintain his aforesaid action thereof against him &c And for a further Plea in this behalf the said Audenarraina 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 Venbriah ought not to have or maintain his aforesaid action thereof against him the said Audenarraina because he says that he

the

the said Andernarraina is not the Nephew and personal
Representative of the said Kidnadarroong deceased &c
according to the Laws and customs of the Chinoos &c
in manner and form as the said Verdict hath above
in his said Plaint in that behalf alledged and this he
is ready to verify Wherefore he prays Judgment if the
Action thereof against him &c And for a further Plea
in this behalf the said Andernarraina by like leave
of the Court here for this purpose first had and obtained
according to the form of the Statute in such case made
and provided says that the said Verdict ought not
to have or maintain his aforesaid Action thereof
against him the said Andernarraina because
he says that he hath not as personal Representative or
otherwise administered or taken possession of the Estate
and Effects which were of the said Kidnadarroong deceased
at the time of his death in manner and form as the
said Verdict hath above in his said Plaint in that
behalf alledged and this he is ready to verify Wherefore he prays
Judgment if the said Verdict ought to have or maintain his
aforesaid Action thereof against him &c

And afterwards that is to say into the Court
Term of the said Year One thousand Eight hundred and
Ten came the parties aforesaid by their Attornies aforesaid &c

And

Replication filed 7 April 1810 - J.M.

And thereupon the said Venbriah as to the said Plea of the said Audenarraina by him secondly above Pleaded in bar and whereof he hath put himself upon the Court doth the like &c And the said Venbriah as to the said Plea of the said Audenarraina by him secondly above Pleaded in bar says that by reason of any thing by the said Audenarraina in that Plea alledged he the said Venbriah ought not to be barred from having or maintaining his aforesaid Action thereof against him the said Audenarraina because he says that the said Thistnagonomy deceased did within Six Years next before the filing of the Plaint of the said Venbriah undertake and promise in manner and form as the said Venbriah hath above thereof complained against him the said Audenarraina to wit at Madura aforesaid &c And this he the said Venbriah prays may be enquired of by the Country &c And the said Venbriah as to the said Plea of the said Audenarraina by him thirdly above Pleaded in bar says that by reason of any thing by the said Audenarraina in that Plea alledged he the said Venbriah ought not to be barred from having or maintaining his aforesaid Action thereof against the said Audenarraina because he says that the said Audenarraina is the Nephew and Personal Representative of the said Thistnagonomy deceased according to the Laws

And the said Audenarraina doth the like
Wm Light
Deputy

Dft

having and restoring of the windows in manner and
form as the said Vanheidd hath above in his said
Plaint in that behalf alledged against him And this
he the said Vanheidd prays may be enquired of by the
Court &c And the said Vanheidd as to the said Plea
And the said Audenaerraine by him lastly above pleaded
Audenaerraine sist Plette the like
M Light Deft Attg of the said Audenaerraine by him lastly above pleaded
in bar doth that by reason of any thing by the said
Audenaerraine in that Plea alledged he the said
Vanheidd ought not to be barred from having or
maintaining his aforesaid action thereof against him
the said Audenaerraine because he says that the said
Audenaerraine hath taken possession of the Estate
and Effects which were of the said Pietnatarumy
deceased at the time of his death in manner and
form as the said Vanheidd hath above in his said
Plaint alledged to wit at Madras aforesaid And this
he prays may be enquired of by the Court &c
I Sure joined And the said Audenaerraine &c
doth the like. -

Afterwards that is to say on the Seventh day of
August in the year of Our Lord One Thousand Eight
Judgment for the Defendant on a Verdict in assumpsit hundred and Ten as of this Third Term before the Justices of the
Supreme Court of Judicature at Madras came the parties
aforesaid by their respective Attornies aforesaid Whereupon all
and singular the premises being seen and by the Court

Here

pp 61

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here fully understood. It appeared to the said Court that the said Pandapeddy Audemarraina Brauning the Nephew and personal Representative of Pandapeddy Krishnasawmy deceased did not undertake or promise in manner and form as the said Pedapauty Venkiah has above thereof complained against him Therefore it is considered by the said Court here that the said Pedapauty Venkiah take nothing by his said Plaint but that he and his Pledges to prosecute be in mercy &c and that the said Pandapeddy Audemarraina Brauning the Nephew and personal Representative of Pandapeddy Krishnasawmy deceased do go thereof without day. And it is further considered by the Court here that the said Pandapeddy Audemarraina Brauning the Nephew and personal Representative of Pandapeddy Krishnasawmy deceased do recover against the said Pedapauty Venkiah One Hundred and Eighty two Star Pagodas and Two Fanams for his Costs and Charges laid out by him about his Defence in this behalf by the Court here Adjudged to the said Pandapeddy Audemarraina Brauning the Nephew and personal Representative of Pandapeddy Krishnasawmy deceased how to execution thereof &c

Judgment signed for the Defendants on the 17th day of October 1810

Execution

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice the Honble Sir Francis Macnaghten Knight and the Honble Sir John Henry Newbolt Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the year One thousand Eight hundred and Ten. —

Madras ss John Doe on the demise of Anttoor Ramanooja Moodelliar puts in his place Robert Orme his Attorney against Richard Roe in a Plea of Trespass on the case and Ejectment.

Madras ss The said Richard Roe in his own proper person at the suit of the said John Doe in the Plea aforesaid. —

Madras ss Be it remembered that in the Third Term in the year One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by — Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Richard Roe in a Plea of Trespass on the case 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

Judgment Roll

Fourth Term

Action 11

Plaint in Ejectment filed July 28th 1810.

Madras ss. John Doe by Robert Orme his Attorney complains of Richard Roe being a British Subject and as such a person liable to the Jurisdiction of this Honorable Court For that Whereas Cuttoor Ramanooja Modeliar heretofore to wit on the Fourteenth day of March in the Year of our Lord One thousand Eight hundred and Nine had demised granted and to farm let to the said John Doe two Messuages five and thirty and three Cawnies of land with the Appurtenances &c situate lying and being at Pedda Naicken Pettah in Mowram-bore Christonby Street in Madras aforesaid and within the Jurisdiction of this Honorable Court To have and to hold the said Tenements with the appurtenances to the said John Doe and his Assigns from the Thirteenth day of March 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 Compleate and ended By virtue of which said Demise the said John Doe entered into the said Tenements with the appurtenances so demised to him as aforesaid and was possessed thereof and being so possessed thereof he the said Richard Roe afterwards to wit on the said Fourteenth day of March in the Year aforesaid with force and Arms &c entered into the said Tenements with the Appurtenances in the possession of the said John Doe and then and there ejected drove out and removed the said John Doe from his said Farm his said Term thereon not being ended and hath the said John Doe so ejected drove out and removed hath kept out and still doth keep out from his possession thereof and other Injuries 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 Two Hundred Star Pagodas and therefore he brings Suit &c.

Judgment against the casual Ejector by default

And now in this Fourth Term that is to say on the Twelfth

Twelfth day of September instt which day the said Richard Roe had leave to imparl to the said Plaint of the said John Doe and then to Answer the same &c. on which day comes as well the said John Doe by his said Attorney as the said Richard Roe in his own person before the Court here and the said Richard Roe defends the wrongs and injury when &c. and says nothing in bar or preclusion of the said Action of the said John Doe whereby the said John Doe remains undefended against the said Richard Roe &c. Therefore it is Considered that the said John Doe recover against the said Richard Roe his said Term yet to come of and in the Premises aforesaid with the Appurtenances and also his damages sustained by reason of the Trespass and ejectment aforesaid and thereupon the said John Doe freely here in Court remits to the said Richard Roe all such damages Costs and Charges as he is or ought to be adjudged to have the said John Doe by reason of the Trespass and ejectment aforesaid Therefore let the said Richard Roe be acquitted of those damages Costs and Charges &c. and thereupon the said John Doe prays the Writ of our said Lord the King to be directed to the Sheriff of Madera to cause the said John Doe to have possession of his said Term yet to come of and in the premises and it is granted to him &c.

Judgment signed. against the Defendt. Ejectors this 17th of October 1830. J Williams Dep Prothy.

No 69

Fourth Term 1810

419

No. 62.

Fourth Term 1810.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight hundred and ten. —

Fort Saint George Madras — Be it Remembered that on Third Term in the Year of our Lord one thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Sawmy Naick by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against Aurooneaga Chitty and Ramalinga Chitty in a Plea of Trespass on the case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort Saint George Madras — } To wit Sawmy Naick in the Plea aforesaid. —

Fort Saint George Madras — } To wit Be it Remembered that on Third Term in the Year of our Lord one thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Sawmy Naick by John Carruthers his Attorney against Aurooneaga Chitty and Ramalinga Chitty in a Plea of Trespass on the case. —

Fort Saint George Madras — } To wit The said Aurooneaga Chitty and Ramalinga Chitty in his own proper person at the Suit of the said Sawmy Naick in the Plea aforesaid. —

Fort Saint George Madras — } To wit Be it Remembered that on Third Term in the Year of our Lord one thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Sawmy Naick by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against Aurooneaga Chitty and Ramalinga Chitty in a Plea of Trespass on the case and there are Pledged for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort Saint George

Regist in Assumpsit
filed 1st August
1810 -

Fort Saint George Madras ss Sawmy Naick of Madras Inhabitant by John Carruthers his Attorney &c Complains of Aurooroogo Chitty and Ramalinga Chitty who are respectively Hindoo Inhabitants of Madras and as such Subject to the Jurisdiction of this Honorable Court For that whereas the said Aurooroogo Chitty and Ramalinga Chitty heretofore to wit on the Sixteenth day of February in the Year of Christ One Thousand Seven hundred and Ninety Nine at Madras aforesaid according to the Customs of such Hindoo Natives of India Made their Certain Note in writing in the Malabar Language purporting to be a Bond their proper hand being thereunto respectively Set and Subscribed bearing date the day and Year aforesaid and then and there delivered the said Note in writing to the said Sawmy Naick By which said Note in writing the said Aurooroogo Chitty and Ramalinga Chitty Acknowledged and declared that in Consequence of their Urgent occasion they had on the day of the date thereof Borrowed and Received of the said Sawmy Naick by the Name and Addition of Aurooroogo Chitty and Ramalinga Chitty of Chuntadey Pattah the Sum of One hundred and Ninety Star Pagodas of the Current Money of Madras and the said Aurooroogo Chitty and Ramalinga Chitty

Fourth Term 1810.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight hundred and ten. —

Fort Saint George } ss. Be it Remembered that on Third Term in the
Madras } Year of our Lord One thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Sawmy Naick by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against Awoonnooga Chitty and Ramalinga Chitty in a Plea of Trespass on the case. —

Fort Saint George } ss. The said Awoonnooga Chitty and Ramalinga
Madras } Chitty in his own proper person at the suit of the said Sawmy Naick in the Plea aforesaid. —

Fort Saint George } ss. But Remembered that on Third Term in the
Madras } Year of our Lord One thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Sawmy Naick by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against Awoonnooga Chitty and Ramalinga Chitty in a Plea of Trespass on the case and do 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

Fort Saint George Madras ss Saturday Ninth of

Recpt in Assumpsit
filed 1st August
1810 -

Madras Inhabitant by John Cavenagh his Attorney &c
Complaining of Auroorunga Chitty and Ramalinga Chitty
who are respectively Hindoo Inhabitants of Madras and as
such Subject to the Jurisdiction of this Honorable Court
For that whereas the said Auroorunga Chitty and
Ramalinga Chitty heretofore to wit on the Sixteenth
day of February in the Year of Christ One thousand
Seven hundred and Ninety Nine at Madras afore-
said according to the Custom of Such Hindoo Natives
of India Made their certain Note in writing in the
Malabar Language purporting to be a Bond their
proper hand being thereunto respectively Set and
Subscribed bearing date the day and Year aforesaid
and then and there delivered the said Note in writing to
the said Saturay Naick By which said Note in
writing the said Auroorunga Chitty and Ramalinga Chitty
Acknowledged and declared that in Consequence of their
Urgent occasion they had on the day of the date thereof
Borrowed and Received of the said Saturay Naick by
the Name and Addition of Auroorunga Chitty and
Ramalinga Chitty of Choultry Pagoda the Sum of
One hundred and Ninety Star Pagodas of the Current Money
of Madras and the said Auroorunga Chitty and Ramalinga
Chitty

Ff. 63.

† Schelly and Browning Schelly did thereby engage to pay the said Seaborn Nash the above Sum on or before the day of February One Thousand and Eight hundred and all such Interest as should or Might become due thereon at the rate of Nine per Cent per Annum by words of Covenant and According to the Customs aforesaid of the Kingdom they the said Aurocoonaga Schelly and Rob Lingo Schelly become liable to pay to the said Seaborn Nash the said Sum of Money and the said Note or writing Specified According to the Tenor and Effect of the said Note in writing And being so liable they the said Aurocoonaga Schelly and Rob Lingo Schelly and Browning Schelly became

and request And being so indebted they the said Aurooroogoo=
=goo Chitty and Ramalinga Chitty in Consideration
thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Sawmy Naick
to pay him the said last mentioned Sum of Money
when they should be thereunto afterwards Requested
And whereas also the said Aurooroogoo Chitty and
Ramalinga Chitty afterwards to wit on the same day
and Year aforesaid at Madras aforesaid were indebted
to the said Sawmy Naick in other One Thousand
and Ninety Star Pagodas of the like Current Money of
Madras aforesaid for so much money by the said
Aurooroogoo Chitty and Ramalinga Chitty before that
Time had and Received to and for the use of the said
Sawmy Naick And being so indebted they the said
Aurooroogoo Chitty and Ramalinga Chitty in Consideration
thereof Afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Sawmy Naick to
pay him the said last mentioned Sum of Money when
they should be thereunto afterwards Requested And
whereas also the said Aurooroogoo Chitty and Rama=
=linga Chitty afterwards to wit on the same day and
year aforesaid at Madras aforesaid Accounted together
with the Sawmy Naick of and Concerning divers
other

other Sums of Money before that time due and owing from
the said Aurovarooga Chitty and Ramaleinga Chitty
to the said Sawrimy Naick And them being in arrear
and unpaid and upon such Accounting they the said
Aurovarooga Chitty and Ramaleinga Chitty were then
and there found to be in Arrear and indebted to the said
Sawrimy Naick in Other One hundred and Ninety Star
Pagodas of the like Current Money of Madras aforesaid
And being so found in Arrear and indebted they the said
Aurovarooga Chitty and Ramaleinga Chitty in Consideration
thereof afterwards to wit on the same day and Year aforesaid
at Madras aforesaid undertook and then and there faithfully
promised the said Sawrimy Naick to pay him
the said last mentioned Sum of Money when they the
said Aurovarooga Chetty and Ramaleinga Chitty should
be thereto afterwards Requested Yet the said Aurovarooga
Chitty and Ramaleinga Chitty not Regarding their said
Several promises and undertakings so by them made
in this behalf as aforesaid but Contriving and fraudulently
intending Craftily and Subtilly to deceive and defraud the
said Sawrimy Naick hath not yet paid the said Several
Sums of Money aforesaid or any or either of them or any part
thereof to the said Sawrimy Naick although often Requested
so to do but to pay the same or any part thereof to the
said Sawrimy Naick they the said Aurovarooga Chitty

and

Chitty and Rawanlenga Chitty have and each of them hath hitherto wholly refused and still doth refuse to the said Sawany Naick his Damages of Six Hundred Star Pagodas and therefore he brings his Suit &c.

Judgment for the Plaintiff on a Verdict in assumpsit

And now in this Fourth Term in the Year Third Sparks of our Lord One Thousand eight hundred and Ten that is to say on the Fourteenth day of September until which day was given as well to the said Sawany Naick as to the said Awanonaga Chitty and Rawanalinga Chitty to inform the Court of the premises Comes the said Sawany Naick by his Attorney aforesaid and the said Awanonaga Chitty and Rawanalinga Chitty although Solemnly Called Came not but made default and the Justices of this Court having heard the Allegations of the Party Plaintiff and Examined the Writ thereof and duly Considered the Evidence produced on the part of the said Plaintiff Say that the said Awanona=ga Chitty and Rawanalinga Chitty did undertake and promise in manner and form as the said Sawany Naick hath above in that behalf alledged against them and they assess the Damages of the said Sawany Naick 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 Pagodas three hundred and eighty Nine Twenty three Fanams and for those Costs and Charges to Pagodas One hundred and Seventy Eight

and

Fourth Term 1810

Judgment signed for the Plaintiff this 20th day of October 1810 J. Williams Dy Clerk

and thirty one pounds Therefore it is considered that the said Sawney Nicks do recover against the said Auroonnoga Chitty and Raumalinga Chitty his said Damages Costs and Charges in form aforesaid assessed which said Damages Costs and Charges in the whole amount to Pagodas Five hundred and Sixty Eight and Nine pence and the said Auroonnoga Chitty and Raumalinga Chitty in 2 Merry &c.—

And thereupon the said Sawney Nicks by his said 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 Auroonnoga Chitty within the jurisdiction of this Court by Seizure And if it be necessary by Sale thereof the Sum of Five hundred and Sixty Eight Pagodas and Nine pence which the said Sawney Nicks against the said Auroonnoga Chitty for damages which he hath sustained as well by Occasion of the Non performance of Certain promises and undertakings lately made by the said Auroonnoga Chitty to the said Sawney Nicks as for Costs and Charges by him about his Suit in that behalf expended And if

Writ of Ex. Fa. issued 22 Octr 1810 — is granted unto Isaac Pettinnelle here in the County named day of November Next. —

Fourth Term 1810

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term of the year One thousand Eight hundred and Ten

Chinnoo Chitty Vithee Chitty puts in his place Daniel Neale his Attorney against The United Company of Merchants of England trading to the East Indies in a Plea of Trespass on the case. —

The said United Company puts in their place Robert Orme their Attorney at the Suit of the said Chinnoo Chitty Vithee Chitty in the Plea Aforesaid. —

Be it Remembered that in the Fourth Term in the year One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Chinnoo Chitty Vithee Chitty by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against The United Company 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.

Chinnoo

Plaint in Assumpsit
Filed 25th July 1810.

Chinnoo Chitty Vithee Chitty by his Attorney Daniel Neale complains of The United Company of Merchants of England trading to the East Indies commonly called and known by the Name or discription of the East India Company of a Plea of Trespass on the case. For that whereas the said East India Company heretofore and before the making of their promise and undertaking hereinafter next mentioned, to wit on the twenty third day of August in the year of our Lord One thousand eight hundred and Nine at Madras aforesaid were possessed of certain large quantities of a Grain called Rice contained or Stored in certain Store Houses called Godowns, then in the possession of the said East India Company, and duly numbered at Madras aforesaid which said Rice was under the Management and direction of certain persons in the Civil Service of the said East India Company under their presidency of Fort Saint George in that behalf appointed as the Agents of the said East India Company by the description of the Grain Committee and being so possessed thereof the said East India Company before the making of their promise and Undertaking hereinafter next mentioned to wit on the day and year last aforesaid by a certain Advertisement duly published did cause public Notice to be given that Sealed proposals would be received by their said Servants or Agents so Constituting the said Grain Committee as aforesaid until the thirty first day of the Month and year last mentioned for the purchase of the Rice contained in any Specified Number of the Godowns aforesaid the proposals to be addressed to the Officer in charge of such Grain or to the Secretary to the said Grain Committee and to Specify the time to be allowed to complete the delivery of such Rice and the Security which would be given for the fulfilling the terms of the proposals in the Event of their being accepted by the said Grain Committee to wit at Madras aforesaid And whereas the said Vithee after the publishing of the said

Advertisement

Advertisement and before the making of the promise and Undertaking of the said East India Company hereinafter next mentioned and within the time limitted by the same Advertisement as Aforesaid to wit on the thirty first day of August in the year last Aforesaid at Madras Aforesaid did make and deliver a certain Sealed Proposal in writing addressed to One William Cooke then and still in the Civil Service of the said East India Company under the said Presidency of Fort Saint George and who was then and there the Officer in charge of the said Grain in the said Advertisement and hereinbefore mentioned and did in and by the said Proposal offer to purchase from the said East India Company all the Good Rice that remained in certain of the said Godowns of the said East India Company numbered 96, 2, 87, 4, 8, 304, 23, 20, 46, 69, 62, 53, 5, 97, and 83 respectively (the same Rice being part of the Rice in the said Advertisement and hereinbefore in that behalf mentioned) and to receive the same Rice within the space of Four Months from the day that such the Proposals of the said Vithu might be accepted and did in and by his said Proposal also offer to deposit on the sixth day after his said Proposal should be accepted certain Bonds of the said East India Company for the sum of Six thousand Pagodas by way of Security for the fulfilling the Terms of his said Proposal if the said good Rice so remaining in the said Godowns numbered as last aforesaid should be sold to him the said Vithu at the rate or price of thirty five Pagodas of Current Money of Madras for every Garce of the said Good Rice so remaining in the said last mentioned Godowns and did in and by his said Proposal further offer that if the Weighing of the said good Rice so remaining in the said last mentioned Godowns should be commenced within fifteen days next after the said Proposal should be accepted the price of such part

thereof

thereof as should be Received by the said Vithee within the space of Thirty days (to be computed from the day on which the weighing of the said Rice should so commence) should be paid by the said Vithee within thirty days from that period to wit at Madras Aforesaid. And Whereas after the publishing of the said Advertisement and after the making and delivery of the said Proposal and before the making of the promise and undertaking of the said East India Company hereinafter Next mentioned to wit on the first day of September in the year last aforesaid at Madras Aforesaid one John Babington then and still in the Civil Service of the said East India Company under their said Presidency of Fort Saint George who then and there acted as the Secretary to the said Grain Committee and who was then and there duly Authorized by the said East India Company and by the said Grain Committee in that behalf did address a Letter to the said Vithee bearing date the day and year last mentioned stating that the said Grain Committee had Received the aforesaid proposal of the said Vithee for the Company's Rice stored in the Godowns respectively in the said Proposal in that behalf mentioned and Numbered being part of the Rice belonging to the said East India Company in the said Advertisement and hereinbefore in that behalf mentioned and had directed the said John to inform the said Vithee that they the said Grain Committee were pleased to accept the offer of the said Vithee as hereinbefore in that behalf mentioned and requiring the said Vithee to call at a certain Office of the said John on the day next following the date of the said Letter and to bring with him the said Vithee such security as he might have to offer for the due fulfilling of the Terms of his said engagement And Whereas after the making of the said Proposal by the said Vithee as aforesaid and after the said Acceptance thereof by the said

Grain

Grain Committee on behalf of the said East India Company to wit on the Second day of September in the year last mentioned the said Vithee did attend at the said Office of the said John and then and Several other days and times after the said first day of September when his said proposal was accepted as aforesaid and before the expiration of the period limitted by his said Proposal for giving Security for the performance of his said Proposal did tender and offer to the said John for and on behalf of the said East India Company certain Bonds of the said East India Company for the sum of Six thousand Pagodas according to the terms of the proposal so made by the said Vithee and so accepted as aforesaid to wit at Madras aforesaid And thereupon afterwards to wit on the sixth day of September in the year last Aforesaid at Madras aforesaid in consideration that the said Vithee at the Special instance and request of the said East India Company had then and there undertaken and faithfully promised the said East India Company to perform and fulfil all things in the said Proposal so made as aforesaid contained on his part and behalf as such purchaser as aforesaid to be performed and fulfilled the said East India Company undertook and faithfully promised the said Vithee to perform and fulfil all things in the said Proposal so made as aforesaid contained on the part and behalf of the Vendors to be performed and fulfilled. And the said Vithee Avers that althó there remained in the said Godowns in the said Proposal in that behalf mentioned and enumerated divers large quantities of good Rice to wit two thousand Garce and upwards and althó the time for the Weighing and delivery of the same hath long since elapsed and the said Vithee hath always been ready and willing to accept and receive the said good Rice so by him purchased as aforesaid and to pay for the same at the Rate or price of thirty five pagodas per Garce at the time and in the manner in the said

said Proposal mentioned and according to the true intent and meaning thereof to wit at Madras aforesaid and hath been ready and willing to perform and fulfil every thing in the said Proposal contained on his part and behalf as such purchaser as aforesaid to be performed and fulfilled according to the true intent and meaning of his aforesaid promise and undertaking and of his said Proposal as aforesaid to wit at Madras aforesaid. Yet the said East India Company not regarding their said promise and undertaking so by them made in manner and form aforesaid did not nor would within the time in the said Proposal in that behalf limitted or at any time afterwards (althó often Requested) deliver or cause to be delivered to the said Vithee the said good Rice contained in the said Several Godowns in the said Proposal specified and enumerated or any part thereof but wholly neglected and refused so to do. By reason of which premises the said Vithee hath been hindered and prevented from purchasing divers large quantities of other Rice to wit two thousand Garce of other Rice which he would and might have purchased if his said last mentioned Proposal had not been so accepted as aforesaid and hath lost and been deprived of divers other great gains and profits which would have arisen to him from the sale of such last mentioned Rice and also hath been and was by means of the premises deprived of divers other great gains and profits which might and otherwise would have arisen and accrued to him the said Vithee from the delivery of the said good Rice in the said Proposal mentioned and by him purchased as aforesaid by selling and Retailing the same to divers other persons with whom the said Vithee had and might have contracted for the sale and delivery thereof to wit at Madras aforesaid. And Whereas afterwards and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned to wit on the said twenty third day of August in the year last mentioned at Madras aforesaid

aforesaid the said East India Company were possessed of certain large quantities of other Rice contained or Stored in certain other Godowns of them the said East India Company and duly Numbered at Madras aforesaid and which last mentioned Rice was under the Management or direction of certain other Agents or Servants of the said East India Company by them duly Appointed in that behalf and commonly called the Grain Committee and being so possessed of such last mentioned Rice the said East India Company before the making of their promise and undertaking hereinafter next mentioned to wit on the day and year last aforesaid by a certain other advertisement duly published did cause public Notice to be given that sealed Proposals would be received by their Agents or Servants so constituting the said last mentioned Grain Committee until the thirty first day of the then Month of August in the year last mentioned for the purchase of the Rice contained in any Specified Number of the last mentioned Godowns the Proposals to be addressed to the Officer in charge of such Grain or to the Secretary to the said last mentioned Grain Committee and to Specify the time to be allowed to compleat the delivery of such last mentioned Rice and the Security which would be given for the fulfilling the terms of the Proposals in the event of their being accepted by the said last mentioned Grain Committee to sit at Madras aforesaid. And Whereas the said Bethe after the publishing of the said last mentioned advertisement and before the making of the promise and Undertaking of the said East India Company hereinafter next mentioned and within the time limitted by the said last mentioned Advertisement for making and receiving the Proposals therein in that behalf mentioned to sit on the said thirty first day of August in the year last mentioned did make and deliver a certain other Sealed Proposal in writing addressed to the said William Cooke then being the Officer in charge of the Grain in the said last mentioned advertisement and in this Count mentioned and did therein and thereby offer

Offer and agree to purchase from the said last mentioned Grain Committee as the Agents of the said East India Company in that behalf duly Authorized all the good Rice that remained in certain of the last mentioned Godowns of the said East India Company at Madras aforesaid Numbered 96. 2. 87. 4. 8. 104. 22. 20. 116. 69. 62. 52. 5. 97. and 53. (the same Rice being part of the Rice in the last mentioned Advertisment and in this count before in that behalf mentioned) and to accept and receive the same within four Months from the day on which such last mentioned Proposal might be accepted and to deposit on the Sixth day after such said last mentioned Proposal should be accepted, certain other Bonds of the said East India Company commonly called Company's Bonds for the sum of Six thousand Pagodas by way of Security for the fulfilling the terms of such last mentioned Proposal in the Event of the same being accepted by the said last mentioned Grain Committee provided the Good Rice so remaining in the said last mentioned Godowns so Numbered as last aforesaid should be sold to him the said Withee at the Rate or price of thirty five Pagodas of like Current Money for every Garce of the said Good Rice so remaining in the said last mentioned Godowns, and provided the Weyhing of the said last mentioned good Rice should be commenced within fifteen days next after the Acceptance of such last mentioned Proposal to pay the price of such part thereof as should be received by the said Withee within the Space of thirty days (from the day on which the weighing of the last mentioned Rice should commence) on the thirtieth day to be computed from that date to wit at Madras aforesaid - And Whereas after the making and delivery of the said last mentioned Proposal to the said William Cooke as being such Officer in charge of the said Grain as last aforesaid and before the making of the premise and undertaking of the said East India Company hereinafter next mentioned to wit on the said first day of September in the

the year last aforesaid the said John Babington then being the Secretary to the said Grain Committee in the said last mentioned advertisement and in this Count mentioned and being duly Authorized by the said East India Company and by their said Agents or Servants the said last mentioned Grain Committee in that behalf did address another Letter to the said Withee bearing date the day and year last mentioned and did thereon and thereby inform the said Withee that the Offer contained in his last mentioned Proposal for the purchase of the Good Rice which remained in the last mentioned Godowns in such his said last mentioned Proposal in that behalf enumerated, had been accepted subject to the deposit of such Security as was in and by his said last mentioned Proposal offered for the performance of the terms thereof to wit at Madras aforesaid And thereupon Afterwards to wit on the day and year last aforesaid at Madras Aforesaid in consideration that the said Withee at the like Special instance and Request of the said East India Company had then and there undertaken and faithfully promised the said East India Company to perform and fulfill all things in the said last mentioned Proposal contained on his part and behalf as such purchaser as Aforesaid to be performed and fulfilled the said East India Company undertook and faithfully promised the said Withee to perform and fulfil all things in the said last mentioned Proposal contained on the part and behalf of the Vendors to be performed and fulfilled. And the said Withee avers that within the time in the last mentioned Proposal in that behalf limitted to wit on the said Sixth day of September in the year last mentioned at Madras Aforesaid he deposited good and Sufficient Security for the performance of the terms of his said last mentioned Proposal according

to

to the true intent and meaning thereof whereof the said East Indies Company afterwards to wit on the day and year last aforesaid at Madras aforesaid had Notice and that altho there remained in the Godowns in the last mentioned Proposal or offer enumerated and mentioned divers large quantities of good Rice to wit two thousand Garce and upwards to wit at Madras Aforesaid And altho the time in the said last mentioned Proposal Specified for the weighing and delivery of the same hath long since elapsed - And the said Pithee hath always been Ready and willing to accept and receive the said last mentioned Rice and to pay for the same at the rate and in the manner in his said last mentioned Proposal in that behalf specified and according to the true intent and meaning thereof whereof the said East India Company afterwards to wit on the day and year last aforesaid to wit at madras Aforesaid also had Notice. And altho the said Pithee hath been ready and willing to perform and fulfil every thing in his said last mentioned Proposal contained on his part and behalf as such purchaser as last aforesaid to be performed and fulfilled according to the true intent and meaning of his said last mentioned promise and Undertaking and of his said last mentioned proposal to wit at Madras aforesaid. Yet the said East India Company not regarding their said last mentioned promise and undertaking so by them made in manner and form aforesaid did not nor would within the time in the said last mentioned proposal in that behalf limitted or at any time afterwards (altho often Requested) deliver or cause to be delivered to the said Pithee the said good Rice contained in the Several Godowns in the said last mentioned proposal in that behalf specified and enumerated or any part thereof, but wholly neglected and Refused so to do By reason of which premises

last

last mentioned the said Vithee hath been hindered and prevented from purchasing divers large quantities of other Rice to wit Two thousand Garce of other Rice which he the said Vithee would and might have purchased if his said last mentioned Proposal had not been so accepted as aforesaid and hath lost and been deprived of divers other great gains and profits which would have arisen to him from the Sale of such last mentioned Rice - And also hath been and was by means of the last mentioned premises deprived of divers other great gains and profits which might and otherwise would have arisen and accrued to him from the delivery of the said Rice in the said last mentioned proposal mentioned and by him purchased as aforesaid by selling and Retailing the same to divers other persons with whom the said Vithee had and might have contracted for the sale and delivery thereof to wit at Madras Aforesaid - And Whereas afterwards and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned to wit on the said twenty third day of August in the said year of our Lord One thousand Eight hundred and Nine at Madras aforesaid the said East India Company were possessed of certain large quantities of other Rice contained or Stored in certain other Godowns of the said East India Company duly numbered at Madras aforesaid and which last mentioned Rice was under the Management or direction of certain other Agents or Servants of the said East India Company by them duly appointed in that behalf and commonly called the Grain Committee and being so possessed of such last mentioned Rice the said East India Company before the making of their promise and undertaking hereinafter next mentioned to wit

wit on the day and year last aforesaid by a certain other —
Advertisement duly published did cause public Notice to be given
that until the thirty first day of the last mentioned Month of
August in the year last mentioned Sealed Proposals would be
Received by their said Agents or Servants so constituting their
said last mentioned Grain Committee for the purchase of the Rice
contained in any Specified Number of the last mentioned Godowns
Specifying the time to be allowed for compleating the delivery —
of such last mentioned Rice and the Security which would
be given for the performance of the terms of such Proposals
if accepted by the said last mentioned Grain Committee to wit
at Madras Aforesaid. And Whereas after the publishing of the
said last mentioned Advertisement and before the making of the
promise and undertaking of the said East India Company —
hereinafter next mentioned and before the expiration of the
time in and by the last mentioned Advertisement limitted
for making and delivering the Proposals therein in that behalf
mentioned to wit on the said thirty first day of August and
year last mentioned the said Native did in and by a —
certain other Sealed Proposal in writing propose and agree
to purchase from the said East India Company all the good
Rice which then remained or was contained in certain of the
last mentioned Godowns of the said East India Company
Numbered 96. 2. 87. 4. 8. 104. 25. 20. 16. 69. 62. 55. 3. 97.
and 53 at and for the price or sum of Thirty five Pagodas
for every Garce of such last mentioned good Rice and to accept
and receive the said last mentioned good Rice within four months
next after the day when such his last mentioned proposal or
offer might be accepted by the said last mentioned Grain —
Committee

Committee and to give good and Suffient Security for the performance of such last mentioned Proposal or Agreement if the same proposal should be accepted by the said last mentioned Grain Committee and at the expiration of thirty days to be computed from the time of commencing the weighing and delivery of the last mentioned Rice (if such Weighing and delivery should commence within fifteen days after the Acceptance of the last mentioned Proposal) to pay at and after the Rate aforesaid for such quantity of the last mentioned Rice as might be then weighed and delivered and in like manner for so much of the last mentioned Rice as might be weighed and delivered after the expiration of the last mentioned thirty days to be computed as last aforesaid until the whole thereof should be delivered and paid for to wit at Madras Aforesaid - And Whereas after the making and delivery of such last mentioned Proposal and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned to wit on the said first day of September in the year last mentioned the said East India Company by the said last mentioned Grain Committee the Agents or Servants of the said East India Company in that behalf duly Authorized did accept the said last mentioned offer or proposal of the said Vithee and Agree to sell to him the good Rice contained and remaining in the Several Godowns in the last mentioned Proposal enumerated and mentioned at and for the price or sum of Thirty five Pagodas of like Current money for every Garee thereof and to weigh and deliver to the said Vithee the said last mentioned Rice within four Months Next after the day and year last mentioned

mentioned being the day on which the said last mentioned Offer or proposal was accepted as Aforesaid and at or before the expiration of fifteen days to be computed from the day and year last mentioned to commence the weighing and delivery of such last mentioned Rice and at the expiration of thirty days to be computed from the day of commencing the weighing and delivery of such last mentioned Rice to accept and receive payment at the Rate or price aforesaid for so much good Rice as might be then weighed and delivered to the said Vithee and in like manner for so much of the said last mentioned Rice as might be weighed and delivered after the expiration of the period last mentioned until the whole thereof should be received and paid for to wit at Madras aforesaid - And thereupon Afterwards to wit on the day and year last mentioned at Madras Aforesaid in consideration that the said Vithie at the Special instance and Request of the said East India Company had then and there undertaken and faithfully promised the said East India Company to perform and fulfil all things on the said last mentioned proposal contained on his part and behalf as such purchaser as aforesaid to be performed and fulfilled the said East India Company undertook and faithfully promised the said Vithee to perform and fulfil all things in the said last mentioned proposal contained on the part and behalf of the Vendors to be performed and fulfilled and the said Vithee avers that within the time in that behalf limitted by the said last mentioned proposal to wit on the Sixth day of September in the year last mentioned at Madras aforesaid he was ready and willing to deposit and did actually deposit in the hands of the said William Cooke the Officer in Charge of

of the said last mentioned Rice being duly Authorized in that behalf good and Sufficient Security for the performance of the terms of his said last mentioned proposal according to the true intent and meaning thereof Whereof the said East India Company then and there had Notice. And that altho' there remained in the Godowns in the said last mentioned proposal and Agreement mentioned and enumerated divers large quantities of good Rice belonging to the said East India Company to wit two thousand Garce and upwards to wit at Madras aforesaid and altho' the time in the last mentioned proposal and agreement mentioned for the Weighing and delivery of the said last mentioned Rice hath long since elapsed and the said Pithee hath always been ready and willing to accept and receive the said last mentioned Rice and to pay for the same at the rate and in the manner in the said last mentioned proposal and agreement specified and according to the true intent and meaning thereof Whereof the said East India Company afterwards to wit on the day and year last aforesaid to wit at Madras aforesaid also had Notice and hath been ready and willing to perform and fulfil every thing in the said last mentioned proposal and agreement contained on his part and behalf as such purchaser as last aforesaid to be performed and fulfilled according to the true intent and meaning of his said last mentioned promise and undertaking and of his said last mentioned proposal and Agreement to wit at Madras aforesaid. Yet the said East India Company not regarding their said last mentioned promise and undertaking so by them made in manner and form aforesaid did not nor would within the time in the said last mentioned proposal limitted or at

any

any time afterwards (altho often Requested) deliver or cause to be
delivered to the said Withee the said last mentioned good Rice contain-
ed in the said Several Godowns in the said last mentioned
proposal specified and enumerated or any part thereof but wholly
Neglected and Refused so to do - By reason of which last mentioned
premises the said Withee was hindred and prevented from
purchasing divers large quantities of other Rice to wit Two
thousand Garce of other Rice which he the said Withee would and
might have purchased if his said last mentioned proposal
had not been so accepted as aforesaid and hath thereby
lost and been deprived of divers other great gains and
profits which would have arisen to him from the sale of
such last mentioned Rice and also hath been and was
by means of the last mentioned premises deprived of
divers other gains and profits which might and otherwise
would have arisen and accrued to him the said Withee
from the delivery of the said Rice in the said last mentioned
proposal mentioned and by him purchased as last aforesaid
by selling and Retailing the same to divers other persons
with whom the said Withee had and might have contracte
for the sale and delivery thereof to wit at Madras aforesaid
And Whereas afterwards and before the making of the promise
and undertaking of the said East India Company hereinafter
next mentioned to wit on the said Twenty third day of
August in the said year of our Lord One thousand Eight
hundred and Nine at Madras aforesaid the said East India
Company were possessed of certain large quantities of other
Rice contained or stored in certain other Godowns of the
said East India Company duly Numbered at Madras
aforesaid

the making and delivery of the said last mentioned proposal to the said William Cooke so being such Officer in charge of the said Grain as last aforesaid and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned to wit on the said first day of September in the year last aforesaid the said John Babington then being the Secretary of the said Grain Committee in the said last mentioned Advertisement mentioned and being duly Authorized by the said East India Company and by their said Agents or Servants the said last mentioned Grain Committee in that behalf did address another Letter to the said Pithie bearing date the day and year last mentioned and did therein and thereby inform the said Pithie that the offer contained in his last mentioned Proposal for the purchase of the goods rice which remained in the last mentioned Godowns in such his said last mentioned proposal enumerated had been accepted subject to the deposit of such Security as was in and by his said last mentioned proposal offered for the performance of the terms thereof to wit at Madras aforesaid. And thereupon afterwards to wit on the day and year last aforesaid at Madras aforesaid in consideration that the said Pithie at the like special instance and Request of the said East India Company had then and there undertaken and faithfully promised the said East India Company to perform and fulfil all things in the said last mentioned proposal contained on his part and behalf as such purchaser as aforesaid to be performed and fulfilled the said East India Company undertook and faithfully promised the said Pithie to perform and fulfil all things in the said last mentioned proposal contained on the part and behalf of the

Vendors

Vendors to be performed and fulfilled. And the said Vithee
Avers that he confiding in the promise and undertaking of
the said East India Company last mentioned and before the
expiration of six days next after the day on which his said
last mentioned proposal was accepted to wit on the Sixth day
of September in the year last mentioned at Madras aforesaid
was ready and willing and offered to deposit certain Bonds
of the East India Company commonly called Company's
Bonds for the sum of Six thousand Pagodas according to the
true intent and meaning of the said last mentioned proposal
and of the acceptance thereof and would then and there have
deposited such Company's Bonds as last aforesaid whereof
the said East India Company afterwards to wit on the
same day and year last aforesaid at Madras aforesaid had
Notice But that the said East India Company then and there
absolutely discharged the said Vithee from depositing Company's
Bonds for the sum of Six thousand Pagodas by way of
Security for the performance of the terms of such last mentioned
proposal and did then and there consent and agree that
Notes of the Madras Government Bank for the like sum of Six
thousand Pagodas should be deposited by way of Security for
the performance of the terms of the said last mentioned
proposal in the lieu and stead of the said last mentioned
Company's Bonds to wit at Madras aforesaid And the
said Vithee further Avers that within the time limitted
by his said last mentioned proposal for depositing Security
as last aforesaid to wit on the Sixth day of September in
the year last mentioned he did deliver and deposit in the
hands of the said William Cooke being the Officer in Charge
of

Bonds.

of the said Rice as aforesaid Certain Notes of the said Madras Government Bank for the sum of Six thousand Pagodas by way of Security for the performance of the Terms of such last mentioned proposal of which the said East India Company afterwards to wit on the day and year last aforesaid at Madras Aforesaid had Notice. And that althó there remained in the Godowns in the last mentioned proposal enumerated divers large quantities of good Rice belonging to the said East India Company to wit two thousand Garce of good Rice to wit at Madras aforesaid. And that althó the time in the said last mentioned proposal limitted for the weighing and delivery of the said last mentioned Rice hath long since elapsed and the said Plaintiff always hath been ready and willing to accept and receive the said last mentioned Rice and to pay for the same at the rate and in the manner in his said last mentioned proposal and agreement Specified and according to the true intent and meaning thereof whereof the said East India Company afterwards to wit on the day and year last aforesaid at Madras Aforesaid also had notice and hath been ready and willing to perform and fulfil every thing in his said last mentioned proposal contained on his part and behalf as such purchase as last aforesaid to be performed and fulfilled according to the true intent and meaning of his last mentioned promise and undertaking and of the said last mentioned proposal to wit at Madras aforesaid yet the said East India Company not Regarding their said last mentioned promise and undertaking so by them made in manner and form aforesaid did not nor would within the time in the said last mentioned proposal limitted or at any time

time afterwards (altho often Requested) deliver or cause to be delivered to the said Vithee the said Rice contained in the said several Godowns in the said last mentioned proposal specified and enumerated or any part thereof but wholly neglected and Refused so to do whereby the said Vithee hath been hindred and prevented from purchasing divers large quantities of other Rice to wit two thousand Garces of other Rice which he the said Vithee would and might have purchased if his said last mentioned proposal had not been so accepted as aforesaid and hath thereby lost and been deprived of divers other great gains and profits which would have arisen to him from the sale of such last mentioned Rice and also hath been and was by means of the last mentioned premises deprived of divers other great gains and profits which might and otherwise would have arisen and accrued to him the said Vithee from the delivery of the said Rice in the said last mentioned proposal mentioned and by him purchased as aforesaid by selling and Retailing the same to divers other persons with whom the said Vithee had and might have contracted for the sale and delivery thereof to wit at Madras aforesaid. And Whereas afterwards and before the making of the promise and undertaking hereinafter next mentioned to wit on the said twenty third day of August in the year of our Lord One thousand Eight hundred and nine at Madras aforesaid the said East India Company were possessed of certain large quantities of other Rice contained or stored in certain other Godowns of the said East India Company duly numbered at Madras aforesaid and which last mentioned Rice was under the Management or direction of certain other

Agents

Agents or Servants of the said East India Company by them duly appointed in that behalf and commonly called the Grain Committee and being so possessed of such last mentioned Rice the said East India Company before the making of their promise and undertaking hereinafter next mentioned to wit on the day and year last aforesaid by a certain other Advertisement duly published did cause public Notice to be given that sealed proposals would be received by their said Agents or Servants so constituting the said last mentioned Grain Committee until the thirty first day of the then Month of August in the year last mentioned for the purchase of the Rice Contained in any Specified Number of the last mentioned Godowns the proposals to be addressed to the officer in charge of such Grain or to the Secretary to the said last mentioned Grain Committee and to specify the time to be allowed to compleat the delivery of such last mentioned Rice and the Security which would be given for the fulfilling the terms of the proposals in the event of their being accepted by the said last mentioned Grain Committee to wit at Madras aforesaid And whereas the said Clithee after the publishing of the said last mentioned Advertisement and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned and within the time limitted by the said last mentioned Advertisement for making and receiving the proposals therein in that behalf mentioned to wit on the said thirty first day of August in the year last mentioned did make and deliver a certain other sealed proposal in writing addressed to the said William Cooke then

Esqr

B.C.C.S.

being the Office on Charge of the Grain in the said last mentioned
Advertisement and in this Count mentioned and did therein and thereby
offer and agree to purchase from the said last mentioned Grain
Committee as the Agents of the said East India Company in that
behalf duly Authorized all the Good Rice that remained in certain of the
last mentioned Godowns of the said East India Company at Madras
Aforesaid to wit certain Godowns Numbered Ninety Six, two,
Eighty seven, four, Eight, One hundred and four, twenty One, twenty,
forty six, Sixty Nine, [illegible]
thirtin, and to accept and receive the same within four Months
from the day on which such last mentioned Proposal might be
accepted and to deposit on the sixth day after such said last
mentioned proposal should be accepted certain other Bonds of the said
East India Company commonly called Company's Bonds for the sum
of Six thousand Pagodas by way of Security for the fulfilling the
Terms of such last mentioned proposal in the event of the same being
accepted by the said last mentioned Grain Committee provided the good
Rice so remaining in the said last mentioned Godowns so numbered
as last aforesaid should be sold to him the said Pithee at the Rate or
price of thirty five Pagodas. of like Current money for every Garce of the
said good Rice so remaining in the said last mentioned Godowns and
provided the weighing of the said last mentioned good Rice should be
commenced within fifteen days next after the acceptance of said last
mentioned Proposal to pay the price of such part thereof as should
be received by the said Pithee within the space of Thirty days from the day
on which the weighing of the last mentioned Rice should commence on the
thirtieth day to be computed from that date to wit at Madras aforesaid
And Whereas after the making and delivery of the said last mentioned
proposal to the said William Cooke so being such Officer in Charge of the
said

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said Grain as last aforesaid and before the making of the promise and undertaking of the said East India Company herein after next mentioned to wit on the said first day of September in the year last aforesaid the said John Babington then being the Secretary to the said Grain Committee in the said last mentioned Advertisment mentioned and being duly authorized by the said East India Company and by their Agents or Servants the said last mentioned Grain Committee in that behalf did address another Letter to the said Vithee bearing date the day and year last mentioned and did therein and thereby inform the said Vithee that the Offers contained in his last mentioned proposal for the purchase of the good Rice which remained in the Godowns in such his said last mentioned proposal enumerated had been accepted subject to such security for the performance of the Terms and conditions of such last mentioned proposal on the part and behalf of the said Vithee to be performed and fulfilled as might be determined and agreed upon between the said Vithee and the said last mentioned Grain Committee on the behalf of the said East India Company on or before the Sixth day next following the date of the last mentioned Letter to wit at Madras aforesaid - And the said Vithee doth further say that after having made the last mentioned proposal and after the acceptance thereof subject to the Security which might be given by the said Vithee for the performance of the Terms and Conditions thereof as last aforesaid and before the expiration of the time so limitted for giving such Security as last aforesaid in that behalf to wit on the said Sixth day of September in the year last aforesaid at Madras aforesaid it was agreed between the said East India Company and the said Vithee that he the said Vithee should deposit with the said last mentioned Grain Committee certain other Notes of the United Government Bank to the amount or Value of Six thousand Pagodas of like current money by way of Security for the due performance of the Terms and Conditions in the last mentioned proposal mentioned on the part and behalf of the said Vithee to be performed and fulfilled - And Thompson

afterwards

Aftwards to wit on the day and year last mentioned at Madras aforesaid in Consideration of such last mentioned proposal and the said Acceptance thereof as aforesaid and also in Consideration that the said Withee at the like Special instance and Request of the said East India Company had then and there undertaken and faithfully promised the said East India Company to buy receive and take the said Rice contained in the Several Gobarons in the last mentioned proposal Specified and Enumerated according to the Terms and Conditions of the said last mentioned proposal except as to the Security to be given for the performance of the Terms and Conditions in the last mentioned proposal Specified and Enumerated according to the Terms of such last mentioned proposal except as to the Security to be given for the performance of the Terms and Conditions thereof on the part and behalf of the said Withee to be performed and fulfilled and as to that according to the last mentioned Agreement respecting such Security and the said Withee in fact Says that altho within the time limitted by the said last mentioned proposal for the giving and depositing Security as last aforesaid to wit on the Sixth day of September in the year last aforesaid at Madras aforesaid the said Withee deposited with the said last mentioned Grain Committee Notes of the said Madras Government Bank of the Value of Six thousand Pagodas of like Current Money by way of Security for the due performance of the Terms and Conditions in the last mentioned proposal mentioned on the part and behalf of the said Withee to be performed and fulfilled according to the

true

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true intent and meaning of the said last mentioned Agreement respecting such Security whereof the said East India Company afterwards to wit on the same day and year last aforesaid at Madras aforesaid had notice and that altho' there remained in the Godowns in the last mentioned Proposal Specified and enumerated divers large quantities of Good Rice belonging to the said East India Company to wit two thousand Garce of good Rice to wit at Madras aforesaid and that altho' the time in the said last mentioned proposal Specified for the weighing and delivery of the last mentioned Rice hath long elapsed and the said Pithee hath always been ready and willing to accept and Receive the said last mentioned Rice and to pay for the same at the Rate and in the manner in the said last mentioned proposal and Agreement Specified and according to the true intent and meaning thereof whereof the said East India Company afterwards to wit on the day and year last aforesaid at Madras aforesaid also had Notice and hath been ready and willing to perform and fulfil every thing in the said last mentioned proposal and Agreement contained on his part and behalf as such purchaser as last aforesaid to be performed and fulfilled according to the true intent and meaning of his last mentioned promise and Undertaking and of the said last mentioned proposal and agreement to wit at Madras aforesaid Yet the said East India Company not regarding their said last mentioned promise and Undertaking so by them made in manner and form aforesaid did not nor would within the time aforesaid in the said last mentioned proposal limitted or at any time afterwards (altho often requested) deliver or cause to be delivered to the said Pithee the said last mentioned good Rice contained in the Several Godowns in the said last mentioned proposal Specified and enumerated or any part thereof but wholly neglected and refused soto do whereby the said Pithee hath lost and been deprived of divers other great

great gains and profits which otherwise would have arisen and accrued to him from the sale and disposal of such last mentioned Rice and which the said Vithee might and would have sold and disposed of for a large Sum of Money to wit the sum of One hundred thousand Star Pagodas of like — Current money the same being the Rate or price which two thousand Garce of Rice then sold for at Madras to wit at Madras aforesaid and in Consequence and by Reason of a Rise and increase in the Market price the said — Vithee was obliged to buy and purchase other Rice in the lieu and stead of the said last mentioned Rice so purchased by him from the said East India Company as aforesaid at a very advanced price and for much more money than the said Vithee so agreed to pay for the Rice so purchased as last aforesaid and not only lost the sale and disposal of such last mentioned Rice but was forced and obliged to pay and did pay divers — Sums of money amounting in the whole to a large sum of Money to wit the sum of Ten thousand Pagodas of like Current money under and in respect of certain Contracts before then made between the said Vithee and certain — Merchants for the sale and purchase of the said last mentioned Rice in Consequence of being by Reason of the last mentioned premises prevented from performing such Contracts as last aforesaid to wit at Madras aforesaid

And Whereas afterwards and before the making of the promise and Undertaking hereinafter next mentioned to wit on the said Twenty third day of August in the said year of our Lord One thousand — and Nine at Madras aforesaid the said East India Company were — possessed of certain large quantities of other Rice contained or stored in certain other Godowns of the said East India Company duly Numbered at madras aforesaid and which last mentioned Rice was under the Management or direction of Certain other Agents or Servants of the said East India Company by them duly appointed in that behalf and Commonly called the Grain Committee and being so possessed of such last — mentioned Rice the said East India Company before the making of their promise and Undertaking hereinafter next mentioned to wit on the day and year last aforesaid by a Certain other

other Advertisement duly published did Cause public Notice to be given that sealed proposals would be Received by their said Agents or Servants so Constituting the said last mentioned Grain Committee until the Thirty first day of the then Month of August in the year last mentioned for the purchase of the Rice contained in any Specified Number of the last mentioned Godowns the proposals to be addressed to the Officer in Charge of such last mentioned Grain or to the Secretary to the said last mentioned Grain Committee and to Specify the time to be allowed to Compleat the delivery of such last mentioned Rice and the Security which would be given for the fulfilling of the Terms of the proposals in the event of their being accepted by the said last mentioned Grain Committee to wit at Madras aforesaid. And whereas the said Oliver after the publishing of the said last mentioned Advertisement and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned and within the time limitted by the said last mentioned Advertisement for making and delivering the proposals therein in that behalf mentioned to wit on the said Thirty first day of August in the year last mentioned did make and deliver a certain other sealed proposal in writing addressed to the said William Cooke then being the Officer in Charge of the Grain in the said last mentioned Advertisement and in the said Count mentioned and therein and thereby offer and agree to purchase from the said last mentioned Grain committee as the Agents of the said East India Company in that behalf duly authorized all the Good Rice that remained in certain of the last mentioned Godowns of the said East India Company at Madras aforesaid to wit in certain Godowns Numbered 96. 2. 87. 4. 8. 104. 25. 20. 46. 69. 62. 51. 1. 97 and 13 and to Accept and Receive the same within Four Months from the day on which such last mentioned proposal might be accepted and to deposit on the Sixth day after such said last mentioned proposal should be accepted certain other Bonds of the said East India Company commonly called Company's Bonds for the sum of Six thousand Pagodas by way of Security for the fulfilling the Terms of such last mentioned proposal in the Event of the same being accepted by the said last mentioned Grain Committee as provided

provided the good Rice so remaining in the said last mentioned Godowns so numbered as
last aforesaid should be sold to him the said Withee at the rate or price of Thirty five pagodas
of like Current money for every Garce of the said Good Rice so remaining in the said last
mentioned Godowns and provided the weighing of the said last mentioned Good Rice should
be commenced within fifteen days next after the acceptance of such last mentioned proposal
to pay the price of such part thereof as should be received by the said Withee within the space
of Thirty days from the day on which the Weighing of the last mentioned Rice should
commence on the Thirtieth day to be computed from that date to wit at Madras aforesaid
And Whereas after the making and delivery of the said last mentioned proposal to the
said William Cooke so being such Officer in charge of the said Grain as last aforesaid and
before the making of the promise and undertaking of the said East India Company herein
after next mentioned to wit on the said First day of September in the year last aforesaid
the said John Babington then being the Secretary to the said Grain Committee in the said
last mentioned Advertisement mentioned and being duly authorized by the said East India
Company and by their Agents or Servants the said last mentioned Grain Committee
in that behalf addressed Another Letter to the said Withee bearing date the day and
year last mentioned and did therein and thereby inform the said Withee that the offer
contained in the said last mentioned proposal for the purchase of the good Rice which
remained in the Godowns in such his said last mentioned proposal enumerated had been
accepted Subject to such Security for the performance of the Terms and Conditions of such
last mentioned proposal on the part and behalf of the said Withee to be performed and
fulfilled as might be determined and agreed upon between the said Withee and the said
last mentioned Grain Committee on the behalf of the said East India Company on or
before the Sixth day next following the date of the last mentioned Letter to wit at Madras
aforesaid - And the said Withee further says that after having made the last mentioned
proposal and after the acceptance thereof subject to the Security which might be given
by the said Withee for the performance of the Terms and Conditions thereof as last aforesaid
and before the expiration of the time so limited for giving such Security as last aforesaid in that
behalf to wit on the said Sixth day of September in the year last aforesaid at Madras
aforesaid

aforesaid it was agreed between the said East India Company by the said last mentioned Grain Committee as their Servants and Agents in that behalf and the said Vithee that he the said Vithee should deposit with the said William Cooke for and on account of the said last mentioned Grain Committee certain other Notes of the Madras Government Bank of the Value of Five thousand Pagodas of like Current money by way of Security for the due performance of the Terms and Conditions in the last mentioned proposal mentioned on the part and behalf of the said Vithee to be performed and fulfilled - And thereupon aftewards to wit on the day and year last mentioned at Madras aforesaid in Consideration of such last mentioned proposal and the said Acceptance thereof as aforesaid and also in Consideration that the said Vithee at the like special instance and Request of the said East India Company had then and there undertaken and faithfully promised the said East India Company to buy receive and take the said Rice contained in the Several Godowns in the last mentioned proposal specified and enumerated according to the Terms and Conditions of the said last mentioned proposal except as to the Security therein mentioned and as to such Security to deposit Notes of the said Madras Government Bank according to the Terms of the last mentioned agreement respecting the said Security instead of such Company's Bonds as were in the said last mentioned proposal mentioned they the said East India Company undertook and faithfully promised the said Vithee to sell and deliver to him all the Good Rice which remained in the Several Godowns in the last mentioned proposal specified and enumerated according to the terms of such last mentioned proposal except as to the Security to be given for the performance of the Terms and Conditions thereof on the part and behalf of said Vithee to be performed and fulfilled and as to that according to the last mentioned Agreement respecting such Security - And the said Vithee in fact says that within the time limitted by the last mentioned proposal for the giving and depositing Security as last aforesaid to wit on the Sixth day of September in the year last aforesaid at Madras aforesaid he deposited with the said William Cooke for and on account of the said last mentioned Grain Committee certain other Notes of the said Madras Government Bank of the Value of Five thousand Pagodas of like Current Money by way of Security for the due performance of the Terms and Conditions in the last mentioned proposal mentioned

mentioned on the part and behalf of the said Vithie to be performed and fulfilled according to the True intent and meaning of the said last mentioned Agreement respecting such Security whereof the said East India Company afterwards to wit on the same day and year last aforesaid at Madras aforesaid had Notice and that althó there remained in the Godowns in the said last mentioned proposal specified and enumerated divers large quantities of good Rice belonging to the said East India Company to wit Two thousand Garce of Good Rice to wit at Madras aforesaid. And that althó the time in the said last mentioned proposal specified for the weighing and delivery of the last mentioned Rice hath long since elapsed and the said Vithie hath always been ready and willing to accept and Receive the said last mentioned Rice and to pay for the same at the rate and in the manner in the said last mentioned proposal and agreement specified and according to the true intent and meaning thereof whereof the said East India Company afterwards to wit on the day and year last aforesaid at Madras aforesaid also had Notice. and hath been ready and willing to perform and fulfil every thing in the said last mentioned proposal and Agreement contained on his part and behalf as such purchaser as last aforesaid to be performed and fulfilled according to the true intent and meaning of his last mentioned promise and undertaking and of the said last mentioned proposal and agreement to wit at Madras aforesaid. Yet the said East India Company not regarding their said last mentioned promise and undertaking so by them made in manner and form aforesaid did not nor would within the time aforesaid in the said last mentioned proposal limitted or at any time afterwards alike of the said Vithie Requisted deliver or cause to be delivered to the said Vithie the said last mentioned good Rice contained in the said Godowns or the last mentioned proposal Specified and enumerated or any part thereof but wholly neglected and Refused so to do whereby the said Vithie hath lost and been deprived of divers other great gains and profits which otherwise would have arisen and accrued to him from the sale and disposal of such last mentioned Rice and which the said Vithie might and would have sold and disposed of for a large sum of money to wit the sum of One hundred thousand Star Pagodas of like Current money the same being the rate or price which two thousand Garce of Rice then sold for at Madras to wit at Madras

Madras Aforesaid - And in Consequence and by reason of a Rise and increase in the Market price the said Vithee was obliged to buy and purchase other Rice in the Lieu and Stead of the last mentioned Rice so purchased by him from the said East India Company as aforesaid at a very advanced price and for much more Money than the said Vithee so agreed to pay for the Rice so purchased as last aforesaid and not only lost the Sale and disposal of such last mentioned Rice but was forced and obliged to pay and did pay divers sums of money amounting in the whole to a large Sum of Money to wit the sum of Ten thousand Pagodas of like current Money under and in Respect of certain Contracts before then made between the said Vithee and certain Merchants for the sale and purchase of the said last mentioned Rice in Consequence of being by Reason of the premises prevented from performing such Contracts as last aforesaid to wit at Madras Aforesaid - And Whereas afterwards and before the making of the promise and undertaking hereinafter next mentioned to wit on the said Twenty third day of August in the year of our Lord One thousand Eight hundred and Nine at Madras aforesaid the said East India Company were possessed of certain large quantities of other Rice contained or stored in certain other Godowns of the said East India Company duly numbered at Madras aforesaid and which last mentioned Rice was under the Management or direction of certain other Agents or Servants of the said East India Company by them duly appointed in that behalf and Commonly called the Grain Committee and being so possessed of such last mentioned Rice the said East India Company before the making of their promise undertaking hereinafter next mentioned to wit on the day and year last aforesaid by a certain other advertisement duly published did cause public Notice to be given that such proposals would be received by their said agents or Servants so Constituting the said last mentioned Grain Committee until the thirty first day of the then Month of August in the year last mentioned for the purchase of the Rice contained in any specified Number of the last mentioned Godowns the proposals to be addressed to the officer in Charge of such Grain or to the Secretary to the said last mentioned Grain Committee and to specify the time to be allowed to compleat the delivery of such last mentioned Rice and the Security which would be given

for the fulfilling the Terms of the proposals in the Event of their being accepted by the said last mentioned Grain Committee to wit at Madras aforesaid. And Whereas the said Vithee after the publishing of the said last mentioned Advertisement and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned and within the time limitted by the said last mentioned Advertisement for making and receiving the proposals therein in that behalf mentioned to wit on the said Thirty first day of August in the year last mentioned did make and deliver a certain other Sealed proposal in writing addressed to the said William Cooke then being the Officer in Charge of the Grain in the said last mentioned Advertisement and in this Count mentioned and did therein and thereby offer and agree to purchase from the said last mentioned Grain Committee as the Agents of the said East India Company in that behalf duly authorized all the good rice that remained in certain of the last mentioned Godowns of the said East India Company at Madras aforesaid to wit certain Godowns numbered 96. 97. 87. 4. 8. 104. 21. 20. 46. 69. 62. 51. 1. 97 and 13 and to accept and receive the same within four Months from the day on which such last mentioned Proposal might be accepted and to deposit on the sixth day after such last mentioned Proposal should be accepted certain other Bonds of the said East India Company commonly called Company's Bonds for the sum of five thousand Pagodas by way of Security for the fulfilling the Terms of such last mentioned proposal in the Event of the same being accepted by the said last mentioned Grain Committee provided the good rice so remaining in the said last mentioned Godowns so numbered as last aforesaid should be sold to him the said Vithee at the rate or price of thirty five pagodas of like Current money for every Garce of the said good rice so remaining in the said last mentioned Godowns, and provided the weighing of the said last mentioned good rice should be commenced within fifteen days next after

after the acceptance of such last mentioned Proposal to pay the price of such part thereof as should be accepted by the said Withee within the space of thirty days from the day on which the weighing of the last mentioned Rice should commence on the Thirtieth day to be computed from that date to wit at Madras aforesaid — And Whereas after the making and delivery of the said last mentioned proposal to the said William Cooke so being such Officer in charge of the said Grain as last aforesaid and before the making of the promise and undertaking of the said East India Company hereinafter next mentioned to wit on the said first day of September in the year last aforesaid the said John Babington then being the Secretary to the said Grain Committee in the said last mentioned Advertisement mentioned and being duly authorized by the said East India Company and by their agents or Servants the said last mentioned Grain Committee in that behalf did address another Letter to the said Withee bearing date the day and year last mentioned and did therein and thereby inform the said Withee that the offer contained in his last mentioned proposal for the purchase of the good Rice which remained in the Godowns in such his said last mentioned proposal enumerated had been Accepted Subject to such Security for the performance of the Terms and Conditions of such last mentioned proposal on the part and behalf of the said Withee to be performed and fulfilled as might be determined and agreed upon between the said Withee and the said last mentioned Grain Committee on the behalf of the said East India Company on or before the Sixth day next following the date of the last mentioned Letter to wit at Madras aforesaid and the said Withee further says that after having made the proposal and after the acceptance thereof Subject to the Security which might be given by the said Withee for the performance of the Terms and Conditions thereof as last aforesaid and before the expiration of the time so limitted for giving such Security as last aforesaid in that behalf to wit on the said Sixth day of September in the year last aforesaid at Madras aforesaid it was agreed between the said East India Company by the said John Babington as their Servant or Agent in that behalf and the said Withee that he the said Withee should deposit with the said William Cooke

Cooke for and on account of the said last mentioned Grain Committee certain other Notes of the said Madras Government Bank of the Value of Six Thousand Pagodas of like Current Money by way of Security for the due performance of the Terms and Conditions in the last mentioned proposal mentioned on the part and behalf of the said — Vithee to be performed and fulfilled - and thereupon afterwards to wit on the day and year last mentioned at Madras aforesaid in Consideration of such last mentioned proposal and the said Acceptance thereof as aforesaid and also in consideration that the said Vithee at the like Special instance and Request of the said East India — Company had then and there undertaken and faithfully promised the said East India Company to buy receive and take the said Rice contained in the several Godowns in the last mentioned proposal specified and enumerated according to the Terms and Conditions of the said last mentioned proposal except as to the Security therein mentioned — and as to such Security to deposit Notes of the said Madras Government Bank — according to the Terms of the last mentioned agreement respecting the said Security instead of such Company's Bonds as in the said last mentioned proposal mentioned they the said East India Company undertook and faithfully promised the said Vithee to sell and deliver to him all the good Rice which remained in the several Godowns in the last mentioned proposal specified and enumerated according to the terms of such last mentioned proposal except as to the Security to be given for the — performance of the Terms and Conditions of such last mentioned proposal on the part and behalf of the said Vithee to be performed and fulfilled and as to that according to the last mentioned agreement respecting such Security and the said Vithee in fact says that within the time limited by the last mentioned proposal for — the giving and depositing security as last aforesaid to wit on the sixth day of September in the year last aforesaid at Madras aforesaid the said Vithee deposited with the said William Cooke for and on account of the said last mentioned — Grain Committee certain Notes of the said Madras Government Bank of the value of Six Thousand Pagodas of like Current money by way of Security for the due performance of the Terms and Conditions in the last mentioned proposal mentioned on the part and behalf of the said Vithee to be performed and fulfilled according to the true intent and —

and meaning of the said last mentioned Agreement respecting such Security whereof the said East India Company afterwards to wit on the same year last aforesaid at Madras aforesaid had Notice. And that altho' there remained in the Godowns in the last mentioned proposal Specified and enumerated divers large quantities of good Rice belonging to the said East India Company to wit two thousand Garce of good rice to wit at Madras aforesaid and that altho' the time in the said last mentioned proposal Specified for the weighing and delivery of the last mentioned Rice hath long since elapsed and the said Vithee hath always been ready and willing to accept and receive the said last mentioned Rice and to pay for the same at the Rate and in the manner in the said last mentioned proposal and Agreement specified and according to the true intent and meaning thereof whereof the said East India Company afterwards to wit on the day and year last aforesaid at Madras aforesaid also had notice. and hath been ready and willing to perform and fulfil every thing in the said last mentioned proposal and Agreement contained on his part and behalf as such purchaser as last aforesaid to be performed and fulfilled according to the true intent and meaning of his aforesaid promise and undertaking and of the said last mentioned proposal and Agreement to wit at Madras aforesaid yet the said East India Company not regarding their said last mentioned promise and undertaking so by them made in manner and form aforesaid did not nor would within the time in the said last mentioned proposal limitted or at any time afterwards (altho' often requested) deliver or cause to be delivered to the said Vithee the said last mentioned Good Rice contained in the Several Godowns in the said last mentioned proposal specified and enumerated or any part thereof but wholly neglected and refused so to do whereby the said Vithee hath not only been deprived of divers other great gains and profits which otherwise would have arisen and accrued to him from the sale and disposal of such last mentioned Rice and which the said Vithee might and would have sold and disposed

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disposed of for a large sum of money to wit the sum of One hundred thousand Star Pagodas of like current money the same being the rate or price which Two thousand Garce of Rice then sold for at Madras to wit at Madras aforesaid. and in consequence and by reason of a rise and increase in the Market price the said Vithee was obliged to buy and purchase other Rice in the Lieu and Stead of the last mentioned Rice so purchased by him from the said East India Company as aforesaid at a very advanced price and for much more money than the said Vithee so agreed to pay for the Rice so purchased as last aforesaid and not only lost the sale and disposal of such last mentioned Rice but was forced and obliged to pay and did pay divers sums of money amounting in the whole to a large sum of money to wit the sum of Ten thousand Pagodas of like current money under and in respect of certain Contracts before then made between the said Vithee and certain other merchants for the sale and purchase of the said last mentioned Rice in consequence of being by reason of the last mentioned premises prevented from performing such Contracts as last aforesaid to wit at Madras aforesaid. And Whereas afterwards to wit on the said first day of September in the said year of our Lord One thousand Eight hundred and Nine at Madras aforesaid the said Vithee bargained with the said East India Company to buy of them the said East India Company and the said East India Company then and there sold to the said Vithee a large quantity to wit Two thousand Garce of other Rice at the Rate or price of Thirty five Star Pagodas of like current Money for each and every Garce thereof to be delivered by the said East India Company to the said Vithee within four Months then next following and to be paid for by the said Vithee in Manner following that is to say that if the delivery of such last mentioned Rice should be commenced within fifteen days from the day and year last mentioned the said Vithee should at the expiration of Thirty days to be computed from the First day of the delivery of such last mentioned Rice pay at the Rate aforesaid for so much of the said last mentioned Rice as should be then delivered

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and meaning of the said last mentioned Agreement respecting such Security whereof the said East India Company afterwards to wit on the same day year last aforesaid at Madras aforesaid had Notice. And that altho' there remained in the Godowns in the last mentioned proposal Specified and enumerated divers large quantities of good Rice belonging to the said East India Company to wit two thousand Garce of good Rice to wit at Madras aforesaid and that altho' the time in the said last mentioned proposal Specified for the weighing and delivery of the last mentioned Rice hath long since elapsed and the said Dithee hath always been ready and willing to accept and receive the said last mentioned Rice and to pay for the same at the Rate and in the manner in the said last mentioned proposal and Agreement specified and according to the true intent and meaning thereof whereof the said East India Company afterwards to wit on the day and year last aforesaid at Madras aforesaid also had notice - and hath been ready and willing to perform and fulfil every thing in the said last mentioned proposal and Agreement contained on his part and behalf as such purchaser as last aforesaid to be performed and fulfilled according to the true intent and meaning of his aforesaid promise and undertaking and of the said last mentioned proposal and Agreement to wit at Madras aforesaid yet the said East India Company not regarding their said last mentioned promise and undertaking so by them in manner and form aforesaid did not nor would within the time of the said last mentioned proposal limitted or at any time afterwards (altho often requested) deliver or cause to be delivered to the said Dithee the said last mentioned Good Rice contained in the Several Godowns in the said last mentioned proposal specified and enumerated or any part thereof but wholly neglected and refused so to do whereby the said Dithee hath lost and been deprived of divers other great gains and profits which otherwise would have arisen and accrued to him from the sale and disposal of such last mentioned Rice and which the said Dithee might and would have sold and disposed

disposed of for a large sum of money to wit the sum of One hundred thousand Star Pagodas of like current money the same being the rate or price which Two thousand Garce of Rice then sold for at Madras to wit at Madras aforesaid. and in consequence and by reason of a rise and increase in the Market price the said Vithee was obliged to buy and purchase other Rice in the lieu and Stead of the last mentioned Rice so purchased by him from the said East India Company as aforesaid at a very advanced price and for much more money than the said Vithee so agreed to pay for the Rice so purchased as last aforesaid and not only lost the sale and disposal of such last mentioned Rice but was forced and obliged to pay and did pay divers sums of money amounting in the whole to a large sum of money to wit the sum of Ten thousand Pagodas of like current money under and in respect of certain Contracts before then made between the said Vithee and certain other merchants for the sale and purchase of the said last mentioned Rice in Consequence of being by reason of the last mentioned premises prevented from performing such Contracts as last aforesaid to wit at Madras aforesaid. And Whereas afterwards to wit on the said first day of September in the said year of our Lord One thousand Eight hundred and Nine at Madras aforesaid. the said Vithee bargained with the said East India Company to buy of them the said East India Company and the said East India Company. then and there sold to the said Vithee a large quantity to wit Two thousand Garce of other Rice at the rate or price of Thirty five Star Pagodas of like current Money for each and every Garce thereof to be delivered by the said East India Company to the said Vithee within four Months then Next following and to be paid for by the said Vithee in Manner following that is to say that if the delivery of such last mentioned Rice should be commenced within fifteen days from the day and year last mentioned the said Vithee should at the expiration of Thirty days to be computed from the First day of the delivery of such last mentioned Rice pay at the rate aforesaid for so much of the said last mentioned Rice as should be then delivered

delivered and in like manner at the Expiration of every thirty days until the whole of such last mentioned Rice should be delivered. And in Consideration thereof and that the said Vithee at the like Special instance and Request of the said East India Company had then and there Undertaken and faithfully promised the said East India Company to accept and Receive the said last mentioned Rice and to pay them for the same at the Rate or price and in the manner last aforesaid they the said East India Company undertook and faithfully promised the said Vithee to deliver the said last mentioned Rice to the said Vithee as last aforesaid. And altho the time for the delivery of the said last mentioned Rice hath long since Elapsed and the said Vithee hath always been Ready and willing to accept and Receive the said last mentioned Rice and to pay for the same at the Rate or price and in the manner aforesaid to wit at Madras aforesaid. Yet the said East India Company not regarding their said last mentioned promise and Undertaking in this behalf did not nor would within the time last aforesaid or at any time afterwards deliver the said last mentioned Rice or any part thereof or cause the same to be delivered to the said Vithee but Wholly neglected and Refused so to do Whereby the said Vithee hath lost and been deprived of divers other great gains and profits which otherwise would have arisen and Accrued to him from the sale and disposal of such last mentioned Rice and which the said Vithee might and would have sold and disposed of for a large sum of Money to wit the sum of One hundred thousand Star pagodas of like Current Money the same being the Rate or price which two thousand Garce of Rice then sold for at Madras to wit at Madras aforesaid. and in Consequence

consequence and by reason of a rise and increase in the Market price the said Vithee was obliged to buy and purchase other Rice in the lieu and stead of the last mentioned Rice so purchased by him from the said East India Company as last aforesaid at a very advanced price and for much more money than the said Vithee so agreed to pay for the Rice so purchased as last aforesaid and not only lost the sale and disposal of such last mentioned Rice but was forced and obliged to pay and did pay divers large Sums of Money amounting in the whole to a large sum of money to wit the sum of Ten thousand Pagodas of like current Money under and in respect of certain Contracts before then made between the said Vithee and certain Merchants for the sale and purchase of the said last mentioned Rice in consequence of being by reason of the premises prevented from performing such Contracts as last aforesaid to wit at Madras aforesaid. And Whereas afterwards to wit on the said first day of September in the said year of our Lord One thousand Eight hundred and Nine at Madras aforesaid the said Vithee bargained with the said East India Company by William Thackeray and William Cooke their Agents or brokers in that behalf to buy of them the said East India Company and the said East India Company by the said William Thackeray and William Cooke their said Agents or brokers in that behalf then and there sold to the said Vithee a large quantity to wit Two thousand Garce of other Rice at the Rate or price of thirty five otan pagodas of like current Money for each and every Garce thereof to be delivered by the said East India Company to the said Vithee within four Months then next following and to be paid for by the said Vithee in manner following that is to say that if

if the delivery of such last mentioned Rice should be commenced within fifteen days from the day and year last mentioned the said Bithee should at the expiration of Thirty days to be computed from the first day of the delivery of such last mentioned Rice pay at the rate aforesaid for so much of the said last mentioned Rice as should be then delivered, and in like manner at the expiration of every Thirty days until the whole of such last mentioned Rice should be delivered and in consideration thereof and that the said Bithee at the like special instance and request of the said East India Company by the said William Thackeray and William Cooke their said Agents or brokers in that behalf had then and there undertaken and faithfully promised the said East India Company by the said William Thackeray and William Cooke their said Agents or brokers in that behalf to accept and receive the said last mentioned Rice and to pay them for the same at the rate or price and in the manner aforesaid they the said East India Company by the said William Thackeray and William Cooke their said Agents or brokers in that behalf undertook and faithfully promised the said Bithee to deliver the said last mentioned Rice to the said Bithee as last aforesaid and altho the time for the delivery of the said last mentioned Rice as last

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hath long since elapsed and the said Withee hath always been ready and willing to accept and receive the said last mentioned Rice and to pay for the same at the Rate or price and in the manner last aforesaid to wit at Madras aforesaid yet the said East India Company not regarding their said last mentioned promise and undertaking in this behalf did not nor would within the time aforesaid or at any time afterwards deliver the said last mentioned Rice or any part thereof or cause the same to be delivered to the said Withee (althó often requested so to do) but wholly neglected and refused - whereby the said Withee hath lost and been deprived of divers other great gains and profits which otherwise would have Arisen and accrued to him from the sale and disposal of such last mentioned Rice and which the said Withee might and would have sold and disposed of for a large sum of Money to wit the sum of One hundred thousand star Pagodas of like current Money the same being the Rate or price which aforesaid - and in Consequence and by reason of a Rise and increase in the Market price the said Withee was obliged to buy and purchase other Rice in the lieu and stead of the last mentioned Rice so purchased by him from the said East India Company as aforesaid at a very advanced price and for much more money than the said Withee so agreed to pay for

the

the Rice so purchased as last aforesaid and not only lost the sale and disposal of such last mentioned Rice but were forced and obliged to pay and did pay divers sums of Money amounting in the whole to a large sum of Money to wit the sum of Ten thousand pagodas of like current money under and in Respect of certain Contracts before then made between the said Vithee and certain other Merchants for the sale and purchase of the said last mentioned Rice in consequence of being by reason of the last mentioned premises prevented from performing such contracts as last aforesaid to wit at Madras aforesaid - And whereas afterwards to wit on the said First day of September in the said year of our Lord One thousand Eight hundred and Nine at Madras aforesaid the said Vithee bargained with the said East India Company by John Babington their Agent or broker in that behalf to buy of them the said East India Company and the said East India Company by the said John Babington their said Agent or broker in that behalf then and there sold to the said Vithee a large quantity to wit two thousand Garee of other Rice at the rate or price of Thirty five star pagodas of like current Money for each and every Garee thereof to be delivered by the said East India Company to the said Vithee within four Months then next following and to be paid for by the said Vithee in manner following that is to say

that

that if the delivery of such last mentioned Rice should be commenced within Fifteen days from the day and year last mentioned the said Withee should at the expiration of Thirty days to be computed from the first day of the delivery of such last mentioned Rice pay at the rate aforesaid for so much of the said last mentioned Rice as should be then delivered and in like manner at the expiration of every thirty days until the whole of such last mentioned Rice should be delivered. And in Consideration thereof and that the said Withee at the like special instance and Request of the said East India Company by the said John Babington their said Agent or broker in that behalf had then and there undertaken and faithfully promised the said East India Company by the said John Babington their said Agent or Broker in that behalf to accept and receive the said last mentioned Rice and to pay them for the same at the Rate or price and in the manner aforesaid they the said East India Company by the said John Babington their said Agent or broker in that behalf undertook and faithfully promised the said Withee to deliver the said last mentioned Rice to the said Withee at last aforesaid and although the time for the delivery of the said last mentioned Rice hath long since elapsed and the said Withee hath always been ready and willing to accept and receive the said last mentioned Rice and to pay

for

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for the same at the rate or price and in the manner aforesaid to wit at Madras aforesaid yet the said East India Company not Regarding their said last mentioned promise and undertaking in this behalf did not nor would within the time aforesaid or at any time afterwards deliver the said last mentioned Rice or any part thereof or cause the same to be delivered to the said Pettee (although often Requested so to do) but wholly Neglected and Refused Whereby the said Pettee hath lost and been deprived of divers other great gains and profits which otherwise would have arisen and accrued to him from the sale and disposal of such last mentioned Rice and which the said Pettee might and would have sold and disposed of for a large sum of Money to wit the sum of One hundred thousand Star pagodas of like current Money the same being the Rate or price which two thousand Candy of Rice then sold for at Madras to wit at Madras aforesaid and in Consequence and by Reason of a Rise and increase in the Market price the said Pettee was obliged to buy and purchase other Rice in the lieu and Stead of the last mentioned Rice so purchased by him from the said East India Company as last aforesaid at a very advanced price.

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price and for much more money than the said
Vithee so agreed to pay for the Rice so purchased
as last aforesaid and not only lost the sale and
disposal of such last mentioned Rice but was
forced and obliged to pay and did pay divers
large Sums of Money amounting in the
whole to a large sum of Money to wit the
sum of Ten thousand Pagodas of like current
Money under and in Respect of certain Contract
before then made between the said Vithee and
certain other Merchants for the sale and purchase
of the said last mentioned Rice in Consequence
of being by reason of the last Mentioned premises
prevented from performing such Contracts as last
aforesaid to wit at Madras aforesaid
Whereas the said East India Company after-
wards to wit on the First day of March
in the year of our Lord One thousand
Eight hundred and Ten at Madras aforesaid were
indebted to the said Vithee in the sum of Twenty
thousand Star pagodas of like Current Money for
Money by the said Vithee before that time lawfully
expended and paid for the said East India
Company and at their like special instance and
Request and being so indebted the said East
India Company in Consideration thereof afterwards
to wit on the same day and year last aforesaid at

Madras

Vithee

Madras aforesaid undertook and then and there faith=
=fully promised the said Withee to pay him the said last
mentioned sum of Money when they the said East=
India Company should be thereunto afterwards Requested
And Whereas the said East India Company
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid were indebted
to the said Withee in the further Sum of Twenty
Thousand Star Pagodas of the like Current money
for Money by the said East India Company
before that time had and Received to the use of
the said Withee. And being so indebted as last
aforesaid the said East India Company 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 Withee to pay
him the said last mentioned sum of Money when
they the said East India Company should be thereto
afterwards requested yet the said East India=
Company not Regarding their several promises
and undertakings in the two last Counts mentioned=
have not paid the several sums of=
Money in these Counts also mentioned or=
either of them, or any part thereof to the
said Withee altho often Requested But to
do this have Refused and still do Refuse To the
damage of the said Withee of Thirty Thousand=
Pagodas

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Plea filed 27th August 1810 J.W.

Payable and therefore he brings his Suit &c.

And afterwards to wit in the Vacation of the said Third Term in the year One thousand Eight hundred and Ten the said United Company by Robert Orme their Attorney came and defend the wrong and injury when &c. and say that they did not undertake and promise in manner and form as the said Chinnoo Chitty and Withee Chitty hath above thereof complained against them And of this they put themselves upon the Court &c. -

And the said Chinnoo Chitty Withee Chitty doth the like -

Issue joined.

And Afterwards (that is to say) on the Twenty fourth day of September in this fourth Term (being the day given by the Court for Trial of the issue as aforesaid joined between the Parties) came as well the said Chinnoo Chitty Withee Chitty by his said Attorney as the said United Company 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 addduced by them pronounced that the said United Company did undertake and promise in manner and form as the said Chinnoo Chitty Withee Chitty hath above thereof complained against them - And the said Justices have assessed the Damages sustained by the said Chinnoo Chitty Withee Chitty by occasion of -

Judgment for the Plaintiff on a Verdict in Assumpsit. -

Pd 6d.

Fourth Term 1810

of the non performance by the said United Company of their Several promises and Undertakings in the Plaint mentioned at the sum of One thousand Eight hundred and Sixty pagodas over and besides the Costs and Charges of the said Chinnoo Chitty Aithee Chitty by him about his Suit in this behalf expended –

And now at this day comes the said Chinnoo Chitty Aitha Chitty by his said Attorney and Prays the Judgment of the Court upon the premises. –

It is therefore considered and adjudged that the said Chinnoo Chitty Aithee Chitty recover against the said United Company his Damages aforesaid to the Sum of One thousand Eight hundred and Sixty Pagodas And that the said United Company pay to the said Chinnoo Chitty Aithee Chitty for his Costs and Charges the sum of Five hundred and Twenty One Pagodas and One fanam which damages Costs and Charges amount to Two thousand three hundred and Eighty One Pagodas and One fanam and the said United Company in

Judgment Signed for the Plaintiff the 22nd of October 1810
J Williams Secretary

Mercy Mercy

Fourth Term 1818 477

THIS before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year One thousand Eight hundred and ten.

Fort St George Madras } John Doe on the demise of Veronicanaway Naidoo puts in his place Symmes Disney his Attorney against Vidachella Modelliar in a Plea of Trespass on the case and Ejectment.

Fort St George Madras } John Doe by Symmes Disney his Attorney complains of Vidachella Modelliar being a Hindoo Inhabitant of Madras and as such liable to the Jurisdiction of this Honble Court. For that Whereas Veronicanaway Naidoo heretofore to wit on the first day of March in the year of Christ One thousand eight Hundred and ten at Madras had demised granted and to farm let unto the said John one Messuage one Shadkery Godown, one Outhouse, one other buildings five Acres of land, one Acres of Waste land and one Acres of other land with the Appurtenances thereunto belonging Situate lying and being in the Blacktown of Madras within the Jurisdiction of this Honble Court To have and to hold the same from the twenty eighth day of February then last past during and unto the full end and term of one Year thence next ensuing and fully to be compleat and ended by virtue of which said demise the said John entered into the premises with the Appurtenances and was possessed thereof until the said Vidachella Modelliar afterwards to wit on the second day of the said month of March 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 them ejected threw out and amoved the said John from his said farm his said term thereof not being yet ended and

Rule Nisi Ejectment Fort St George Madras 28th augt 1810

Fort St George Madras } Be it Remembered that as of the Third Term in the Year One Thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by Symmes Disney his Attorney and brought into the said Court then there is certain Plaint against Vidachella Modelliar in a Plea of Trespass on the Case and Ejectment and there are Pledges for the prosecution to wit John Doan and Richard Roe which Plaint followeth in these words that is to say

Fort St George

and him the said John so ejected drove out and removed
keeth kept from his possession thereof and other enjuries
to him then and there did against the peace of our Lord
the King and to the damage of the said John of Two
hundred Silver Pagodas and therefore he brings &c
his Suit &c.

And afterwards to wit in the Vacation after the said
Third Term One thousand Eight hundred and Ten the said
Vadachella by John Carruthers his attorney comes and defends
the Force and injury when &c. and says that he is not guilty
of the supposed Trespasses and Ejectment above laid to his
Charge or of any part thereof, in manner and form as the said
John Doe hath above thereof complained against him and of
this he the said Vadachella puts himself upon the Court &c.
And the said John Doe &c

Issue Joined doth the like.

And now in this Fourth Term in the
Year of our Lord One thousand Eight hundred and
Ten that is to say on the Sitting
until which day was given as well to the said John as to
the said Vadachella to inform the Court of the premises -
comes the said parties by their respective attorneys aforesaid
and the Justices of this Court having heard the allegations
of the respective parties and Examined the Oath therefor
and duly considered the Evidence produced on the Files
Say that the said Vadachella is not guilty of the Trespass
and Ejectment above laid to his Charge in manner
and

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Rec'd filed &c.
September 1810
J.M.

and form as the said John hath above thereof complained against him. Therefore it is considered that the said John take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c. and that the said Vadachella go thereof without day. And it is further considered by the Court here that the said Vadachella do recover against the said John the Sum of One hundred and Ninety five Pagodas for his Costs and Charges by him laid out about his defence in this behalf by the Court now here adjudged to the said Vadachella and with his assent. And that the said Vadachella have Execution &c.

Judgment Signed by the Defendant 22. October 1810 - J. Williams Dy Prothy

And thereupon the said Vadachella by his said Attorney prays the writ of our Lord the King of Capias ad Satisfaciendum to be directed commanding him to take the body of the said John Doe to satisfy the said Vadachella the Sum of One hundred and Ninety one Pagodas adjudged to the said Vadachella for Costs and Charges by him expended about his defence at the Suit of the said Vadachella and it is granted unto him, returnable here on the fifth day of November Next.

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1810

Judgment Roll

Fourth Term

Section 20

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and The Honble Sir Francis Macnaghten Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight hundred and ten.

Fort St George Madras } Kalarangu Chitty puts in his place Fownes Disney his Attorney against Chadeyapah Chitty in a Plea of Debt.

Fort St George Madras } The said Chadeyapah Chitty puts in his place John Carnathers his Attorney at the Suit of the said Kalarangu Chitty in the Plea aforesaid.

Fort St George Madras } Be it Remembered that as of the Second Term in the Year of our Lord One Thousand eight Hundred and Ten before the Supreme Court of Judicature at Madras came Kalarangu Chitty by Fownes Disney his Attorney and brought into the said Court then there his certain Plaint against Chadeyapah Chitty in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

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Fourth Term 1810

Plaint in debt
filed 2d May 1810

First St George Madras & Nalavanga Chitty by &c
Fawned Dixey his Attorney complaining of Chadayapah &
Chitty being a Native Inhabitant of Madras and as such
subject to the jurisdiction of this Hon^ble Court of a plea that
he render to him the said Nalavanga Chitty One Thousand
Seven hundred and fifty four Star Pagodas which he the
said Chadayapah Chitty owes to and unjustly detains from
him For that Whereas the said Chadayapah Chitty heretofore
to wit on the Twelfth day of June in the Year of Christ
One thousand eight hundred and four at Madras aforesaid by
his certain writing Obligatory sealed with the Seal of the
said Chadayapah Chitty and to the Court now here shewn
the date whereof is on the day and year aforesaid acknowledged
himself (by the name and description of Chadayapah Chetty
Son of Tumma Condapah Chitty to be held and firmly bound
unto the said Nalavanga Chitty / by the name and description
of Nalavanga Chitty Son of
the penal Sum of One thousand Seven hundred
Star Pagodas to be paid to the said Nalavanga Chitty when
he the said Chadayapah Chitty should be thereunto after
requested. Yet the said Chadayapah Chitty although after
requested to pay the same hath not yet paid the said
One thousand Seven hundred and fifty four Star Pagodas
demanded or any part thereof to the said Nalavanga Chitty
but to pay the same or any part thereof he the said Chitty

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Chitty hath hitherto wholly refused and still refuses so to do to the
damage of the said Nalavango Chitty of One hundred Star
Pagodas and therefore he brings his suit &c.—

And afterwards that is to say on the same day
Vacation of the said second Term in the said Year One
Thousand Eight Hundred and Ten the said Chadeyapah
Chitty by John Carruthers his Attorney came and Defends
the wrong and injury when &c and says that he ought not to be
charged with the Debt aforesaid by Virtue of the Writing afore-
said because he says that, that writing is not his Deed and of this
he puts himself upon the Court &c.—

Plea filed 12. June 1810

And the said Nalavangavin Chitty doth
Issue joined
the like.—

And now in this Third Term that is to say on
the thirtieth day of July in the year One thousand eight hundred
and ten to which day was given as well to the said Nalavango
Chitty as to the said Chadeyapah Chitty to inform the Court of the
premises come the parties aforesaid by their Attornies aforesaid
And the said Court having heard the Allegations of the
respective parties and examined the truth thereof and duly and
deliberately considered the evidence produced on both sides say that
the said Writing Obligatory in the said Plaint mentioned is
the Deed of the said Chadeyapah Chitty in manner and form as
the said Nalavango Chitty hath in his said Plaint in that
behalf therein alledged.— Therefore it is Considered that the
said Nalavango Chitty do recover against the said
Chadeyapah Chitty his said debt and also One hundred

Judgment signed for the Plaintiff 23d. October 1810

and

and Seventy three Pagodas and nine) fanams for his Da damages which he hath sustained as well by occasion of the detention of the said debt as for his costs and charges by him about his suit in this behalf expended by the Court here adjudged to the said Nallaranga Chitty and with his assent And let the said Ishadeyapah Chitty be arrested as he hath denied his Deed be taken &c

And hereupon the said Nallaranga Chitty by his said 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 Ishadeyapah Chitty to Satisfy the said Nallaranga Chitty of One thousand Seven hundred and fifty four Pagodas for debt which the said Nallaranga Chitty recovered against the said Ishadeyapah Chitty And also One hundred and Seventy three Pagodas and Nine fanams adjudged to the said Nallaranga 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 Suit in that behalf Expended and it is granted unto him Da returnable here on the Sixth day of November next

Writ of Capias issued on the 23d Oct. 1810

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Janv. 1810.

Fourth Term 1800.

Pleas before the Worshipful Sir Thomas Andrew Strange Knight Chief Justice and the Worshipful Sir Francis Macnaghten Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight Hundred and Ten.

Fort St George } Nairoo Iyaunsawmy Pillay gives on his place Johns
Madras } Carruthers his attorney against Paddoo Saib and Pakeeroo
Saib in a Plea of Trespass on the Case.

Fort St George } The said Paddoo Saib and Pakeeroo Saib put in
Madras } their place Fawnes Disney their attorney at the suit
of the said Nairoo Iyaunsawmy Pillay in the Plea aforesaid.

Fort St George } Be it remembered that as of the Second Term in
Madras } the Year of our One Thousand Eight Hundred and
Ten before the Supreme Court of Judicature at Madras
came Nairoo Iyaunsawmy Pillay by John Carruthers his
attorney and brought into the said Court then there his
certain Plaint against Paddoo Saib and Pakeeroo Saib
in a Plea of Trespass on the case and then 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

Kaisseen a plumpiet
filed 7th July 1810

Fort St George Madras ss Nairoo Lyaundavenny pilley of Madras Inhabitant by John Cornelliers his attorney Complains on of Paddoo Saib and Pakeeroo Saib who are Respectively Mahommedans Inhabitants of Madras and as such Subject to the Jurisdiction of this Honble Court For that Whereas the said Paddoo Saib and Pakeeroo Saib heretofore to wit on the Eighteenth day of February in the Year of Christ One Thousand Eight Hundred and Eight at Madras aforesaid according to the Laws and Customs of such Hindoos Made their Certain Note in Writing in the Gentoo Language & Importing to be a Bond their own proper hand being thereunto respectively set and and Subscribe bearing date the same day and Year aforesaid and then and there delivered the same Note in Writing to the said Nairoo Lyaundavenny pilley by which said Note in Writing they the said Paddoo Saib and Pakeeroo Saib (by the Names and addition of Paddoo Saib and Pakeeroo Saib Sons of Goolaum Mossayne Saib both of Mottaudoo Prata) acknowledged and declared that in Consideration of their urgent occasion they had on the day of the date thereof borrowed and received of the said Nairoo Lyaundavenny pilley the Sum of Six Hundred Star Pagodas of Current Money of Madras which Sum they the said Paddoo Saib and Pakeeroo Saib did thereby engage to repay to the said Nairoo Lyaundavenny pilley the same Sum in the Space of three Months then next ensuing with all such Interest as should or might become due thereon at the Rate of twelve per cent Per Annum by Monies thereof and According to the Custom aforesaid of such Hindoo Natives of India they the said Paddoo

W. L.

Paddon Leib and Patterson Leib became liable to pay to the said Nairne Syme or Pilling the said Sum of Money in the said Note in Writing specified according to the Tenor and effect of the said Note in Writing and being so liable they the said Paddon Leib and Patterson Leib 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 Nairne Syme or Pilling to pay him the said Sum of Money in the said Note in Writing specified according to the tenor and effect of the said Note in Writing. And Whereas also the said Paddon Leib and Patterson Leib afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Nairne Syme or Pilling in other Six Hundred Star Pagodas of the like Currency for so much Money by the said Nairne Syme or Pilling before that time lent and Advanced to the said Paddon Leib and Patterson Leib and at their special instance and Request and being so indebted they the said Paddon Leib and Patterson Leib 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 Nairne Syme or Pilling to pay him the said last mentioned Sum of Money when they should be thereunto afterwards requested. And Whereas also the said Paddon Leib and Patterson Leib afterwards to wit on the day and Year last aforesaid at Madras aforesaid were indebted to the said Nairne Syme or Pilling in other Six Hundred Star Pagodas of the like Currency for so much Money by the said Nairne Syme or Pilling

Pakeeroo Saib before that time had and Received to and for the use
of the said Nairoo Lyandarunny Pillay and being so indebted —
they the said Paddoo Saib and Pakeeroo in Consideration —
thereof Afterwards to wit on the day and Year last afore-
said at Madras aforesaid undertook and then and there —
faithfully promised the said Nairoo Lyandarunny Pillay to —
pay him the said last mentioned Sum of Money when they
should be thereunto Afterwards Requested And Whereas
also the said Paddoo Saib and Pakeeroo Saib Afterwards
to wit on the day and Year last aforesaid at Madras aforesaid
Accounted together with the said Nairoo Lyandarunny
Pillay of and Concerning diverse other Sums of Money —
before that time due and owing from the said Paddoo
Saib and Pakeeroo Saib to the said Nairoo Lyandarunny Pillay
and then and there being in Arrear and unpaid and upon that
Accounting they the said Paddoo Saib and Pakeeroo Saib were
and there found in Arrear and indebted to the said Nairoo —
Lyandarunny Pillay in other Sicca Hundred Star Pagodas of
like Currency and being so found in Arrear and indebted they the
said Paddoo Saib and Pakeeroo Saib 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 Nairoo Lyandarunny Pillay to pay him the
last Mentioned Sum of Money when they should be thereunto
Afterwards Requested — Yet the said Paddoo Saib and
Pakeeroo

Paddon Sick and Pegarding their said several promises and
Undertakings so by them in manner and form aforesaid
made but Contriving and fraudulently intending craftily &
said Subtilly to deceive and defraud the said Naires Jyanar
failing in this Particular hath not nor hath the said
several Sums of Money aforesaid or any or either of or
part thereof to the said Naires Jyandanny failing although
thereto to do but to pay the same or any part
thereof to the said Naires Jyandanny failing they the said
Paddon Sick and Pakeeroo Sick have and each of them hath
hitherto Wholly refused and still do refuse to the said
Naires Jyandanny failing his Damage of One
Thousand and Five Hundred Star Pagodas and therefore
brings his suit &c

And the said Paddon Sick and Pakeeroo
by Soonoo Dissay their Attorney come and defend the
Cognizance wrong and injury when &c and by that they cannot deny the
14th Sept. 1810 action of the said Naires Jyandanny failing against
970 the said Paddon Sick and Pakeeroo Sick did undertake
and promise in manner and form as the said Naires
Jyandanny failing have above thereupon complained &c
against them and that the said Naires Jyandanny
failing hath sustained damages on occasion of the said
not performing of the said several promises and undertakings
of the said Plaint mentioned to the value of
twenty two Star Pagodas and twenty Star Fanams

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/Parcel of the damages as by the said Plaint is above
suppposed/ over and above his Costs and Charges by
him about his Suit in this behalf expended — And
hereupon the said Naiva Iyangaswamy Pillay
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
Judgment by Confession
signed for the Plaintiff
the 29th Octr 1810
J. Williams
Dy Prothy

Therefore it is considered that the said Naiva
Iyangaswamy Pillay do Recover against the said Pad-
dda Saib and Paheeno Saib his damages aforesaid & the
said Sum of Seven hundred and ninety
Star Pagodas and twenty three fanams in form
aforesaid acknowledged and also Eighty three
Star Pagodas and Sixteen fanams for his and their Cost
and Charges by the Court now here adjudged to the
said Naiva Iyangaswamy Pillay and with it assess
which said damages Costs and charges in the whole
Amount to Eight hundred and seventy nine Star
Pagodas and thirty nine fanams and the said Pa-
ddda Saib and Paheeno Saib in Mercy &c.
Mercy

And thereupon the said Naiva Iyangaswamy
Pillay by his said Attorney prays the Writ of our Lord the King of
Fieri Facias to be directed to the Sheriff of Madras commanding him
that he to levy and make of the Goods, Lands, Debts and
other Effects Real and personal of the said Paddda Saib &c.

E Waters

Pr 67

Le 9th

Fourth Term 1800

Pheroze Sidh within the Jurisdiction of this Court by Summons And if it be Necessary by Sale thereof the Sum of Eight Hundred and Seventy Eight Rupees and thirty three Paisa which the said Nairoo Jyasawny Dilny Howard against the said Dadoo Sidh & Pheroze Sidh for damages which he hath sustained as well on account of the Non performance of certain promises and undertakings by the said Dadoo Sidh and Pheroze Sidh to the said Nairoo Jyasawny Dilny as for Costs and Charges by him about his Suit in that behalf expended And it is prayed by the said Plaintiff that the said Defendants may be ordered to pay unto him Peterumble here on the Twenty Ninth day of November Next. —

Writ of F. Fa. issued on the 13th Oct. 1800

Held before the Worble Sir Thomas Andrew Strange Knight Chief Justice and the Worble Sir Francis Macnaghten Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight Hundred and Ten.

Fort St George Madras } ss Coomravaram Veerasawmy Moodelliar by Fawnes Disney his Attorney against in his place Fawnes Disney his Attorney against Amoordam the Widow and Thoolookaumaul Saroy the Sons and personal Representatives of Parumbadoo Veerasawmy Pillay deceased in a Plea of Trespass on the Case

Fort St George Madras } ss The said Amoordam the Widow and Thoolookaumaul and Saroy the Sons and personal Representatives of Parumbadoo Veerasawmy Pillay deceased as aforesaid in their proper person at the Suit of the said Coomravaram Veerasawmy Moodelliar in the Plea aforesaid

Fort St George Madras } ss Be it Remembered that on the Second Term in the Court of Judicature at Madras came Coomaravaram Veerasawmy Moodelliar by Fawnes Disney his Attorney and brought into the said Court there his certain Plaint against the said Amoordam the Widow and Thoolookaumaul and Saroy the Sons and personal Representatives of the said Parumbadoo Veerasawmy Pillay deceased 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 follows in these words that is to say

Fort St George

Plaintiffs Fort St. George Madras Ss Commanaram Veeran-
filed 8. May 1800 - Sawmy Moodelliar by Feamen Pairy his Attorney &c
complaining of Annandam the Widow and Ramalakamma
and Sawmy the sons and Personal Representatives of
Parvumbadoo Veeranpermaul Pillay deceased according to
the Laws and customs of the Hindoo Natives of India &
respectively Hindoo Inhabitants of Madras and
such subject to the jurisdiction of this Honble Court in a
plea of trespass on the case Shew that Whereas the said
Parvumbadoo Veeranpermaul Pillay deceased in his life
time to wit on the second day of April 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 laws and customs of
such Hindoo Natives of India his own proper hand
being thereunto subscribed bearing date the same day and
Year aforesaid and there delivered the said Note
the said Commanaram Veeranasawmy Moodelliar by which
said Note the said Parvumbadoo Veeranpermaul Pillay
acknowledged to have borrowed and received of the said
Commanaram Veeranasawmy Moodelliar the sum of
Two hundred Star Pagodas which sum the said
Parvumbadoo Veeranpermaul Pillay did thereby engage to
repay to the said Commanaram Veeranasawmy Moodelliar on
demand with all such interest as should or might become due
thereon

thereon at the rate of Nine per cent per Annum By reason
whereof and by force of the laws and customs of such
Hindoo Natives of India the said Parumbaka Veeran =
paramaul pillay became liable to pay to the said =
Coonravarayen Veerandanoony Modelliar the said Sum
of money in the said Note specified to the true and effect
of the said Note. And being so liable he the said =
Parumbaka Veeranparamaul pillay in =
thereof in his life time afterwards to wit on the same
day and Year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said =
Coonravarayen Veerandanoony Modelliar 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 also the said Parumbaka Veeranparamaul
pillay departed in his life time afterwards to wit
on the first day of November in the Year of Our
One thousand eight hundred and six at Madras
aforesaid made his certain other Note in writing
in the Malabar language according to the laws and
customs of such Hindoo Natives of India, his own
proper hand being thereunto subscribed bearing date
the same day and Year last aforesaid and then and
there delivered the said Note to the said Coonravaran
Veerandanoony Modelliar by which said note he the said
Parumbaka

Parvumbadoo Veerupparumal Pillay acknowledged that the money which he the said Parvumbadoo Veerupparumal Pillay had borrowed of the said Coorrawanoo Veeranasawmy Modelliar on the said Second day of April in the Year One thousand Eight hundred and four by Mortgaging the Bill of Sale of him the said Parvumbadoo Veerupparumal Pillay's house and Pagodas Two hundred, and that the money which appeared to be due to the said Coorrawanoo Veeranasawmy Modelliar on the Settlement of Accounts to that day respecting the money which he the said Parvumbadoo Veerupparumal Pillay had borrowed of the said Coorrawanoo Veeranasawmy Modelliar on Secondry Payments on the same Mortgage was Pagodas Two hundred which Sum of Two hundred Pagodas the said Parvumbadoo Veerupparumal Pillay did thereby engage to repay to the said Coorrawanoo Veeranasawmy Modelliar or Assigns with all such interest as should or might become due thereon at the rate of Seven and half per Centum per annum By reason of Failure and by force of the Terms and Conditions of such Secondry Notices of Debt the said Parvumbadoo Veerupparumal Pillay in his life Time became Liable to pay to the said Coorrawanoo Veeranasawmy Modelliar the said Sum of money in the said last mentioned Note specified according to the tenor and effect of the said Note and being so Liable he the said Parvumbadoo Veerupparumal Pillay in his life time in consideration thereof afterwards to wit on the same day and Year last aforesaid

Madras

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Madras aforesaid undertook and then and there faithfully promised the said Coorawaraw Veeranagaroy Mudelliar to pay him the said Sum of money in the said last mentioned Note specified according to the tenor and effect of the said Note. And Whereas also the said Parumbadoo Veeraswarumal pelley in his life time afterwards to wit on the first day of January in the Year One thousand eight hundred and nine at Madras aforesaid was indebted to the said Coorawaraw Veeranagaroy Mudelliar in the Sum of One thousand Star Pagodas of the lawful Current Money of Madras aforesaid for so much money by the said Coorawaraw Veeranagaroy Mudelliar before that time lent and advanced to the said Parumbadoo Veeraswarumal pelley in his life time and at his special instance and request and being so indebted he the said Parumbadoo Veeraswarumal pelley 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 the said Coorawaraw Veeranagaroy Mudelliar to pay him the said last mentioned Sum of Money when he the said Parumbadoo Veeraswarumal pelley should be thereto afterwards requested. And Whereas also the said Parumbadoo Veeraswarumal pelley deceased in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Coorawaraw Veeranagaroy Mudelliar in other One thousand Star Pagodas of the like Current Money for so much money by the

And

said Parrumbadoo Veeranparumaul Pillay in his life time hope that time had and received to and for the use of the said Carrumanam Veeranasamy Modelliar And being so indebted the said Parrumbadoo Veeranparumaul 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 Carrumanam Veeranasamy Modelliar to pay him the said last mentioned sum of money when he the said Parrumbadoo Veeranparumaul Pillay should be thereunto afterwards requested. And Whereas also the said Parrumbadoo Veeranparumaul Pillay deceased in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Carrumanam Veeranasamy Modelliar of and concerning divers sums of money before that time due and owing from the said Parrumbadoo Veeranparumaul Pillay to the said Carrumanam Veeranasamy Modelliar and thereupon being in arrear and indebted to the said Carrumanam Veeranasamy Modelliar and upon that accounting the said Parrumbadoo Veeranparumaul Pillay was then and there found to be in arrear and indebted to the said Carrumanam Veeranasamy Modelliar in other one thousand Star Pagodas of the like Current money and being so found in arrear and indebted he the said Parrumbadoo Veeranparumaul Pillay in his life time in consideration thereof afterwards to wit

the

the same day and Year last aforesaid at
at Madras aforesaid undertook and then and there faith-
fully promised the said Company and Veerasawmy
Mudeliar to pay unto the said last mentioned sum
of money when he the said Parsumbadoo Veerasawmy
should be thereunto afterwards required Yet the
said Parsumbadoo Veerasawmy not willing in his life
time and the said Annandrum Thodakamma
Sarvery his personal Representatives as aforesaid after
the death of the said Parsumbadoo Veerasawmy
undertakings so by the said Parsumbadoo Veerasawmy
in his life time in manner and form aforesaid made
but contriving and fraudulently intending craftily and subtilly
to deceive and defraud the said Company Veerasawmy
Mudeliar in this behalf the said Parsumbadoo Veerasawmy
in his life time and the said Annandrum Thodakamma
and divers personal Representatives as aforesaid since
the death of the said Parsumbadoo Veerasawmy hath
have not nor hath any or either of them yet paid the said
several sums of money or any of them or any part
thereof to the said Company Veerasawmy Mudeliar
(although he the said Parsumbadoo Veerasawmy not
willing in his life time and the said Annandrum
Thodakamma and divers personal Representatives

aforesaid since the death of the said Peruvumbadoo Veeranna
Sedeyen and failing were and were by the said Governour
Veerandevanny Modelliar often requested do to do but he
the same or any part thereof to the said Governour and
Veerandevanny Modelliar he the said Peruvumbadoo
Veeranpareumal failing in his life time and the said Ar-
Representatives as aforesaid since the death of the said
Peruvumbadoo Veeranpareumal failing have and each of them
hath wholly refused and the said Annandanen Thodoo-
Reuen and Savvery as such personal Representatives as
aforesaid still refuse to do to the damage of the said
Governour Veeran Savvery Modelliar of One Thousand
Star Pagodas and therefore he brings his said &c.

And the said Annandanen by Peter Rowlandson his
Attorney and the said Thodookanen and Savvery in their
own proper person come and defended the
Tried Effects
of the said action of the said Governour Veeran
Modelliar whereby the said Governour Veeran
Modelliar restrained them undefended against the
Annandanen Thodookanen and Savvery and by
reason whereof a day was given to the said Gover-
Veeran Savvery Modelliar whereupon he said was
before the Court and verify his said Plaint and

which day being the twenty eighth day of July in this Term
comes the said Coorravanaw Veeradasamy Mudelliar by his
said Attorney and alleges and proves to the Court the
matters of his said Plaint, and the Justices of this Court
having heard examined and considered the Allegations
of the said Coorravanaw Veeradasamy Mudelliar and
the Depositions of the Witnesses adduced by him have
pronounced that the said Parumbadoo Veeranaiken
failing in his life time did undertake and promise in
manner and form as the said Coorravanaw Veeradasamy
Mudelliar hath above thereof complained against the said
Ramanadien Thodlakaurnum and saying and that the
said Coorravanaw Veeradasamy Mudelliar had
sustained damage by occasion of the Non performance
by the said Parumbadoo Veeranaiken failing in
discarded of his several promises and undertakings
in the Plaint mentioned to the sum of six hundred
and fifty three pagodas thirty nine fanams and fifty three
Cash over and besides the Costs and Charges of the said
Coorravanaw Veeradasamy Mudelliar by him about
his suit in that behalf expended. And also that the said
Ramanadien Thodlakaurnum and saying unto the
Representatives to the estate of the said Parumbadoo
Veeranaiken and had professed themselves
of and had in their hands to be administered such
estate

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estate sufficient to satisfy the said Sum of Six hundred
and fifty three pagodas thirty nine fanams and fifty
three Cash It is therefore considered and so
Judgment signed for the Plaintiff the 2d day of Nov. 1810 J Williams Sy Atty. adjudged that the said Coonraveram Veeranaumy
Mandaliar Recover against the said Arnoondum Sha-
lookhaennum and Sawmy Representatives as
Six hundred and fifty three pagodas thirty nine
fanams and fifty three Cash. And that the said
Arnoondum Shalookhaennum and Sawmy pay to the
said Coonraveram Veeranaumy Mandaliar for his said
costs and charges the Sum of Two hundred pagodas and
fifteen fanams which damages costs and Charges amount
to Eight hundred and fifty four pagodas nine fanams
and fifty three Cash to be levied as to the said Sum
of Six hundred and fifty three pagodas thirty nine
fanams and fifty three Cash of the Goods and Chattels
to be delivered of the said Paramboodoo Veeraperumaul de-
ceased at the time of his death, and which are now in
or shall hereafter come to the hands of the said Arnoon
dum Shalookhaennum and Sawmy as Representatives
as aforesaid to be administered, and as to the said Sum
of Two hundred pagodas and fifteen fanams to be
levied of the Goods and Chattels which were of the said
Paramboodoo

Parramboo Veeraperumal Pillay at the time of his death, and which shall be in the hands of the said Arnoordurre Thoolakaruppen and Sawmy Arnoordurre, Thoolakaruppen and Sawmy Arnoordurre as aforesaid to be administered if they shall have so much thereof in their hands to be administered, And if they shall not have so much thereof in their hands to be administered then to be levied of the proper Goods & Chattels of the said Arnoordurre Thoolakaruppen and Sawmy and the said Arnoordurre Thoolakaruppen and Sawmy &c

mercy &c

And hereupon the said Veeraperumal Modelliar by his said Attorney prays the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of the to cause him to levy and make of the Goods, Lands Debts and other Effects Real and Personal of the said Parramboo Veeraperumal Pillay at the time of his death in the hands of the said Arnoordurre Widow and Thoolakaruppen and Sawmy and all Personal representatives of the said Parramboo Veeraperumal Pillay deceased as aforesaid to be levied by Seizure and if it be necessary by the Sale of Eight hundred and fifty four Pagodas & three fanams and fifty three Cobs which the said Veeraperumal Modelliar recovered against the said Arnoordurre Thoolakaruppen and Sawmy as the Personal Representatives as aforesaid for his damages which he had sustained as well on occasion of the Not performing certain promises and Undertakings made by the said Arnoordurre Veeraperumal Pillay in his life time to the said Veeraperumal Modelliar as for his Cost and Charges by him about his Suit in that behalf expended of the said Arnoordurre Thoolakaruppen

No 188

Writ of Fieri facias issued on the 2d day of Nov.r 1810.

Shadrach Saunders and Sarony have so much thereof in their hands to be Administered and if they have not so much thereof in their hands to be Administered then the Sum of Two hundred & Eighteen and fifteen pennies Parcel of the damages aforesaid & being for the Costs and Charges aforesaid to be levied of the proper Goods of the said Amoordum Shadrach Saunders and Sarony and it is granted unto him Returnable here on the third day of December Next.—

1810

Judgment Roll.

Fourth Term

Section 21.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the fourth Term of the Year one thousand eight hundred and ten. —

Fort St George Madras ss } Venkataraloo Chitty puts in his place Formed Disney his attorney against Robert Mendez in a Plea of Trespass on the case. —

Fort St George Madras ss } The said Robert Mendez in his proper person at the Suit of the said Venkataraloo Chitty in the Plea aforesaid. —

Fort St George Madras ss } Be it Remembered that as of the Second Term in the Year one thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Venkataraloo Chitty by Formed Disney his attorney and brought into the said Court then there his certain Plaint against Robert Mendez 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 69.

Hamden a Jew &c } Fort St George Madras ss Venkatarooloo Chitty by
filed 16th Jan 1811 } Thomas Dorney his Attorney complains of Robert Mendez
being an Inhabitant of Madras and as such subject to the
jurisdiction of this Honble Court in a Plea of &
breaches on the case For that Whereas the said Robert
Mendez heretofore to wit on the Eleventh day of &
October in the Year of Christ One thousand eight &
hundred and nine at Madras aforesaid made his &
certain Note in writing commonly called a &
Promissory Note his own proper hand being there-
unto subscribed bearing date the same day and year
aforesaid and then and there delivered the said Note
to the said Venkatarooloo Chitty and thereby promised
to pay to the said Venkatarooloo Chitty and deemed
the Sum of Fifteen Pagodas for value received &
which
made and provided the said Robert Mendez became liable
to pay to the said Venkatarooloo Chitty the said Sum of money
in the said Note specified according to the tenor and effect of
the said Note And being so liable he the said Robert Mendez
in consideration thereof afterwards to wit on the same day &
and year aforesaid at Madras aforesaid undertook &
there and there faithfully promised the said Venkatarooloo

Chitty

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Chitty to pay him the said Sum of money in the said Note specified according to the tenor and effect of the said Note. And Whereas also the said Robert Wendy afterwards to wit: on the Nineteenth day of November in the Year last aforesaid at Madras aforesaid made his certain other Note in writing commonly called a Promissory Note his own proper hand being thereunto set and subscribed bearing date the same day and year last aforesaid and then and there delivered the said Note to the said Vencataraloo Chitty and thereby promised to pay to the said Vencataraloo Chitty (by the name of P. Vencataraloo) or order on demand the Sum of Twenty Pagodas for value received - By reason whereof and by force of the Statute in such case made and provided the said Robert Wendy became liable to pay to the said Vencataraloo Chitty the said Sum of money in the said last mentioned Note specified according to the tenor and effect of the said Note. And being so liable he the said Robert Wendy 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

said Venkatarooloo Chitty to pay unto the said sum of money in the said last mentioned Note specified & according to the tenor and effect of the said Note — And Whereas also the said Robert Mendez afterwards to wit on the second day of March in the Year last aforesaid at Madras aforesaid was indebted to the said Venkatarooloo Chitty in the sum of Pagodas of the lawful Current money of Madras for diverse Goods Wares & Merchandizes by the said Venkatarooloo Chitty to the said Robert Mendez before that time sold and delivered and at his special instance and request. And being so indebted he the said Robert Mendez 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 Venkatarooloo Chitty to pay unto the said last mentioned sum of money when he the said Robert Mendez should be thereunto afterwards requested. And Whereas also the said Robert Mendez afterwards to wit on the same day and year last mentioned at Madras aforesaid in consideration that the said Venkatarooloo Chitty had before that time at the like special instance and request of the said Robert Mendez sold and delivered to the said Robert Mendez diverse other Goods Wares and Merchandizes undertook &

said)

and then and there faithfully promised the said
Venkataraloo Chitty to pay him so much money as the
said Goods Wares and Merchandizes last mentioned
were Reasonably worth at the time of the Sale and
and delivery thereof when he the said Robert Mendez
should be thereunto afterwards requested And the
said Venkataraloo Chitty avers that the Goods Wares
and Merchandizes last mentioned were reasonably
worth other Three hundred Star Pagodas of the like
Lawful Current money of Madras aforesaid at the
time of the Sale and delivery thereof to wit at Madras afore-
said whereof the said Robert Mendez then and there had
Notice And Whereas also the said Robert Mendez
afterwards to wit on the same day and year last
mentioned at Madras aforesaid was indebted to the
said Venkataraloo Chitty in other Three hundred Star
pagodas of the like Lawful Current money of Madras
aforesaid for so much money by the said Venkataraloo
Chitty before that time lent and advanced to the said
Robert Mendez and at his like special instance and
request And being so indebted he the said Robert
Mendez in consideration thereof afterwards to wit on
the Same day and year last mentioned at Madras
aforesaid

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said Venkatarala Chetty to pay him the said sum of money in the said last mentioned Note specified & according to the tenor and effect of the said Note And Whereas also the said Robert Mendez afterwards to wit on the second day of March in the Year last aforesaid at Madras aforesaid was indebted to the said Venkatarala Chitty in the sum of three hundred Star Pagodas of the lawful Current money of Madras for diverse Goods Wares and Merchandizes by the said Venkatarala Chitty to the said Robert Mendez before that time sold and delivered and at his special instance and request And being so indebted he the said Robert Mendez 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 Venkatarala Chitty to pay him the said last mentioned sum of money when he the said Robert Mendez should be thereunto afterwards requested And Whereas also the said Robert Mendez afterwards to wit on the same day and year last mentioned at Madras aforesaid in consideration that the said Venkatarala Chitty had before that time at the like special instance and request of the said Robert Mendez sold and delivered to the said Robert Mendez diverse other Goods Wares and Merchandizes undertook &

and

and then and there faithfully promised the said Venkataraloo Chitty to pay him so much money as the said Goods Wares and Merchandizes last mentioned were Reasonably worth at the time of the Sale and and delivery thereof when he the said Robert Mendez should be thereunto afterwards requested And the said Venkataraloo Chitty avers that the Goods Wares and Merchandizes last mentioned were reasonably worth other Three hundred Star Pagodas of the like lawful Current money of Madras aforesaid at the time of the Sale and delivery thereof to wit at Madras aforesaid whereof the said Robert Mendez then and there had Notice And Whereas also the said Robert Mendez afterwards to wit on the same day and Year last mentioned at Madras aforesaid was indebted to the said Venkataraloo Chitty in other Three hundred Star pagodas of the like lawful Current money of Madras aforesaid for so much money by the said Venkataraloo Chitty before that time lent and advanced to the said Robert Mendez and at his like special instance and request And being so indebted he the said Robert Mendez in consideration thereof afterwards to wit on the same day and year last mentioned at Madras

aforesaid

aforesaid undertook and then and there faithfully promised the said Vencatavaloo Chitty to pay him the said last mentioned Sum of money when he the said Robert Mendez should be thereunto afterwards requested. And Whereas also the said Robert Mendez afterwards to wit on the same day and year last mentioned at Madras aforesaid was indebted to the said Vencatavaloo Chitty in other Three hundred Star Pagodas of the like lawful Current money of Madras aforesaid for so much money by the said Vencatavaloo Chitty before that time paid laid out and expended to and for the use of the said Robert Mendez and at his Like special instance and request. And being so indebted he the said Robert Mendez 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 Vencatavaloo Chitty to pay him the said mentioned Sum of money when he the said Robert Mendez should be thereunto afterwards requested. And Whereas also the said Robert Mendez afterwards to wit on the same day and Year last mentioned at Madras aforesaid was indebted to the said Vencatavaloo Chitty in other Three hundred Star Pagodas of the like lawful Current money of Madras aforesaid for so much money by the said Robert Mendez before that time had and received to and for the use of the said Vencatavaloo Chitty And being so indebted he the said Robert Mendez in consideration

consideration thereof afterwards to wit on the same day and year last mentioned at Madras aforesaid undertook &c and then and there faithfully promised the said Venkatarooloo Chitty to pay him the said last mentioned Sum of money when he the said Robert Mendez should be thereunto afterwards requested And Whereas also the said Robert Mendez afterwards to wit on the same day and year last mentioned at Madras aforesaid accounted with the said Venkatarooloo Chitty of and concerning divers Sums of money before that time due and owing from the said Robert Mendez to the said Venkatarooloo Chitty and then being in arrear and unpaid and upon that accounting the said Robert Mendez was then and there found to be in arrear and indebted to the said Venkatarooloo Chitty in other Three hundred Star Pagodas of the like lawful Current money of Madras aforesaid And being so found in arrear and indebted the said Robert Mendez 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 Venkatarooloo Chitty to pay him the said last mentioned Sum of money when he the said Robert Mendez should be thereunto afterwards requested Yet the said Robert Mendez not regarding his said several promises and undertakings so by him in manner and form aforesaid made but

continuing

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contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Vencatarealoo Chitty 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 Vencatarealoo Chitty (although he the said Robert Mendez afterwards to wit on the same day and year last aforesaid and often times afterwards at Madras aforesaid was by the said Vencatarealoo Chitty requested so to do) but to pay the same or any of them or any part thereof to the said Vencatarealoo Chitty he the said Robert Mendez hath hitherto wholly refused and still doth refuse to the damage of the said Vencatarealoo Chitty of Five hundred Star Pagodas and therefore he brings his suit &c.

Filed Exparte

AND now in this Fourth Term in the Year One thousand eight hundred and ten, that is to say on the eighteenth day of July to which day was given as well to the said Vencatarealoo Chitty as to the said Robert Mendez to rejoin the Court here at this time, before the Court the said Vencatarealoo Chitty by his attorney aforesaid and the said Robert Mendez although solemnly demanded came not to Answer nor did he say any thing in bar or preclusion of the said action of the said Vencatarealoo Chitty whereby the said action of the said Vencatarealoo Chitty remains undefended against the said Robert Mendez and afterwards to wit on the second day of August in the same term the Justices of the said Court having heard the allegations of the said Vencatarealoo Chitty and examined the truth thereof and duly

Judgment for the Plaintiff on a verdict in Assumpsit.

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duly considered the evidence produced on the part of the said Venkata-
-ratalo Chitty in Support of his said Allegations Say that the said
Robert Mendez did undertake and promise in manner and
form as the said Venkataratalo Chitty hath in his said Plaint in
that behalf therein alledged — And the Justices aforesaid assess the damages
of the said Venkataratalo Chitty by occasion of the not performing the several
promises and undertakings in the said Plaint of the said Venkataratalo
Chitty mentioned besides his costs and charges by him about his suit in this
behalf expended to One hundred and Sixteen pagodas — Therefore it is
considered that the said Venkataratalo Chitty do recover against the said
Robert Mendez his damages aforesaid in form aforesaid assessed —
and also One hundred and thirty four pagodas and twenty eight fanams
for his said costs and charges by the Court now here adjudged to the
said Venkataratalo Chitty with his assent, which said damages costs
and charges in the whole amount to the Sum of Two hundred and
forty nine pagodas and twenty eight fanams And the said Robert
Mendez in Mercy &c.

Judgment signed for the Plaintiff the 3d day of Nov. 1810.

mercy

And thereupon the said Venkataratalo Chitty by
his said 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 Goods,
Lands, Debts and other Effects Real and
personal of the said Robert Mendez within the
jurisdiction of this Court by Seizure and if
it be Necessary by Sale thereof the Sum of
Two hundred and forty Nine Pagodas and twenty
eight

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eight farthings which the said Venerable Society recovered against the said Robert Mendez for damages which he hath sustained as well by occasion of the Non performance of certain promises and undertakings lately made by the said Robert Mendez to the said Venerable for Costs and Charges by him about his said in that behalf expended And it is granted unto Writ to be sent
on the 3d day of this Term Him returnable here on the Twenty Seventh
1810
day of November instant.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand Eight hundred and Ten :—

Fort Saint George Madras to wit } Kotta Venkatasawmy Naidoo puts in his place William Light his Attorney against Alapanthorn Padmaraty Ayyng— in a Plea of Trespass on the Case. —

Fort Saint George Madras to wit } The said Alapanthorn Padmaraty Ayyng in his own person at the Suit of the said Kotta Venkatasawmy Naidoo in the Plea aforesaid —

Fort Saint George Madras to wit } Be it Remembered that in the Vacation after the Second Term in the Year one thousand eight Hundred and Ten before the Supreme Court of Judicature at Madras came Kotta Venkatasawmy Naidoo by William Light his Attorney and brought into the said Court then there his certain Plaint against Alapanthorn Padmaraty Ayyng in a Plea of Trespass on the case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which Plaint follows in these words that is to say On

Fort Saint George

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Plaint for mesne profits occupation filed 15th June 1810.

First Saint George Madras to Wit. Matta Venkatasawmy Naidoo by William Light his Attorney Complains of Nyanakoo Padavaty an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas the said Nyanakoo Padavaty upon the Eleventh day of January in the year of Our Lord One Thousand Eight hundred and Ten at Madras aforesaid was indebted to the said Matta Venkatasawmy Naidoo in Four hundred Star Pagodas of the Lawful money of Madras aforesaid for the use and occupation of a certain Dwelling House Garden and Land with the Appurtenances situate lying and being at Chepauk within the limits of Madras aforesaid by the said Padavaty and at his special instance and request and by the sufferance and permission of the said Venkatasawmy for a long time elapsed had held used occupied possessed and enjoyed and being so indebted he the said Padavaty in consideration thereof afterwards to wit upon the same day and year last aforesaid at Madras aforesaid in consideration thereof undertook and then and there faithfully promised the said Venkatasawmy to pay him the said Sum of Four hundred Star Pagodas when he the said Padavaty should be thereunto afterwards requested And whereas also afterwards to wit upon the same day and year last aforesaid at Madras aforesaid and in consideration that the said Venkatasawmy at the special instance and request of the said Padavaty had before that time suffered and permitted the said Padavaty to have held and quietly possessed and enjoyed certain other dwelling house Garden

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Garden and Land with the appurtenances thereto lying and being
at Allapollam aforesaid within the limits aforesaid and the
to the said Padroaty had according to the last mentioned Gro
sufferance and permission of the said Vencatasawmy ...
had don used occupied professed and enjoyed the same
for a long space of Time then elapsed to the said Padroaty
undertook and then and there faithfully promised the said
Vencatasawmy to pay him so much money as he there for
the said Padroaty should thereunto afterwards requested
And the said Vencatasawmy says that he therefore
reasonably deserved to have of the said Padroaty the
further sum of Two hundred Star Pagodas of the like
current money to wit at Madras aforesaid whereof
the said Padroaty afterwards to wit upon the same
day and year last aforesaid at Madras aforesaid
had Notice yet the said Padroaty not regarding his
said several promises and undertakings by him made in
manner aforesaid but contriving and fraudulently to him the
to defraud and deceive the said Vencatasawmy in this behalf
thereof to the said Vencatasawmy (although often requested
so to do) but the said Padroaty to pay the same hath
hitherto wholly refused and still doth refuse to pay the
same To the damage of the said Vencatasawmy of
Two Hundred Star Pagodas and therefore he brings
his Suit &c.

And now in this third Term in the year One
Thousand Eight hundred and Ten that is to say on the
Fourth

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Twenty Seventh day of July to which day was given as well
to the said Potta Venkatasawmy Naidoo as to the said Ma-
yaurum Padavaty and the said Mayaurum Padavaty says
nothing in bar or preclusion of the said Action of the said Potta
Venkatasawmy Naidoo by which the said Potta Venkatasawmy
Naidoo remains thereon undefended against the said Ma-
yaurum Padavaty for which the said Potta Venkatasawmy
Naidoo ought to recover his Damages by occasion of the
premises and afterwards to wit on the Thirteenth day of the
said month of July in the term last aforesaid the said Court
having deligently enquired what damages of the said Potta
Venkatasawmy Naidoo hath sustained as well by the means
aforesaid as for his Costs and Charges by him about his suit
in this behalf expended do find and adjudge that the said
Potta Venkatasawmy Naidoo hath sustained Damages by
occasion of the premises over and above his Costs and
Charges of the sum of Seventy five Pagodas and for his
Costs and Charges the Sum of One hundred and Twenty Eight
Pagodas and Thirty Seven fanams Wherefore it is considered that the
said Potta Venkatasawmy Naidoo recover against the said
Mayaurum Padavaty his Damages and Costs aforesaid by the Court
in manner and form aforesaid found and adjudged which
Damages Costs and Charges in the Whole Amount to Two
hundred and Three Pagodas and Thirty Seven fanams and the
said Mayaurum Padavaty in Mercy &c.

Judgment signed for the Plaintiff the 5. November 1810

Williams Attorney for Plaintiff

Money

Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice and the Honble Sir Francis Stanaughton Knight Puisne Justice of His Majesty's Supreme Court of Term of the Year One thousand eight hundred and ten.

Fort Saint George Madras } Cottapully Vencata Sawmy Naidoo puts in his place William Light his Attorney against Cota Paupy Naidoo in a Plea of Trespass on the case.

Fort Saint George Madras } The said Cota Paupy Naidoo puts in his place Daniel his Attorney at the Suit of the said Cottapully Vencata Sawmy Naidoo in the Plea aforesaid.

Fort Saint George Madras } Be it remembered that on the first Term of the Year one thousand eight hundred and Eight before the Supreme Court of Judicature at Madras came Cottapully Vencata Sawmy Naidoo by William Light his Attorney and brought into the said Court then there his Certain Plaint against Cota Paupy Naidoo in a Plea of Trespass on the Case and there 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

Fort Saint George Madras Cottapailly Venkatasawmy &c
Naidoo by William Light his Attorney Complains of Cota
Pauspy Naidoo an Hindoo Inhabitant of Madras and as such
subject to the Jurisdiction of this Honorable Court For that
Whereas the said Cota Pauspy Naidoo heretofore to wit on the
Eleventh day of January in the Year of Our Lord One Thousand
Seven hundred and Ninety Seven by a certain Note in
writing in the Gentoo language according to the Custom
of such Natives the date whereof is on the day and year aforesaid
at Madras aforesaid Acknowledged to have borrowed and
received of the said Cottapailly Venkatasawmy Naidoo the Sum of
Seventy Six Star Pagodas of the current money of Madras afore-
said which said Sum of money he the said Cota Pauspy Naidoo
thereby engaged to repay the said Cottapailly Venkatasawmy &
Naidoo on or before the Tenth day of May then next following
with all such Interest as should or might become due thereon
at and after the Rate of Twelve per Cent per Annum as by
and by force of the customs & Laws of such Hindoo Natives
he the said Cota Pauspy Naidoo became liable to pay to the
said Cottapailly Venkatasawmy Naidoo the said Sum of
money in the said Note mentioned according to the tenor
and effect thereof And whereas the said Cota Pauspy Naidoo &
afterwards to wit on the Twenty seventh day of February in

the

the year One Thousand Eight hundred and Eight at Madras aforesaid was indebted to the said Cottapully Venkatasawmy Naidu in the Sum of Two hundred Star Pagodas of like current money of Madras aforesaid for so much money by the said Cottapully Venkatasawmy Naidu before that time lent and advanced to the said late Parupy Naidu at his special Instance and request and being so indebted he the said late Parupy Naidu 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 Cottapully Venkatasawmy Naidu to pay him the said last mentioned Sum of Money when he the said late Parupy Naidu should be thereto afterwards requested And whereas the said late Parupy Naidu afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Cottapully Venkatasawmy Naidu in other Two hundred Star Pagodas of like Current money of Madras aforesaid for so much money by the said late Parupy Naidu before that time had and received to and for the use of the said Cottapully Venkatasawmy Naidu and being so indebted he the said late Parupy Naidu 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 Cottapully Venkatasawmy Naidu to pay him the said last mentioned Sum of Money when he the said late Parupy Naidu should be thereto afterwards requested And whereas the said late Parupy Naidu afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Cottapully Venkatasawmy Naidu of and concerning divers other Sums of money then due and owing from the said late Parupy Naidu to the said Cottapully Venkatasawmy

Naidu

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Naidoo and then being in arrear and unpaid upon that accounting
he the said Cota Pauchy Naidoo was then and there found to be
in arrear and indebted to the said Cottapilly Venkatasawmy
Naidoo in other Two hundred Star Pagodas of like current
money of Madras aforesaid and being so indebted he the
said Cota Pauchy Naidoo 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 Cottapilly Venkatasawmy Naidoo to pay unto the
said last mentioned sum of money when he the said
Cota Pauchy Naidoo should be thereto afterwards required Yet the
said Cota Pauchy Naidoo 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 Cottapilly Venkatasawmy
Naidoo hath not yet paid the said several sum of money
aforesaid or any part thereof to the said Cottapilly Venkata-
sawmy Naidoo (although often requested so to do) but to pay the
same or any part thereof he the said Cota Pauchy Naidoo
hath hitherto wholly refused and still doth refuse to the
damage of the said Cottapilly Venkatasawmy Naidoo of
Two Hundred Star Pagodas and therefore he brings his Bill

Suit &c.

And afterwards to wit on the Third Court of the
said Year One Thousand eight hundred and in the
said Supreme Court of Judicature at Madras until which
Term the said Cottapauchy Naidoo had leave to imparl to the
said Plaint and then to answer the same came as well the
said Cottapilly Venkatasawmy Naidoo by his said Attorney
as the said Cottapauchy Naidoo by his said Attorney and

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and the said Cottapully Naidoo Defended the Wrong and do injury when &c. And says that he did not undertake & promise in Manner and forme as the said Cottapully Venkatasawmy Naidoo hath above thereof Complained against him - And this he the said Cota Pauly Naidoo prays may be inquired of by the Court.

And the said Cottapully &c (Venkatasawmy doth the like).

And now in the Third Term in the year One Thousand Eight hundred and Ten that is to say on the Third day of August to which day was given as well to the said Cottapully Venkatasawmy Naidoo as to the said Cota Pauly Naidoo to inform the Court of the premises at which day came the parties aforesaid by their mutual Attorneys and the said Justices having heard the respective allegations of the parties and examined the truth thereof and duly and deliberately considered the evidence say that he the said Cota Pauly Naidoo did not promise and undertake in manner and forme as the said Cottapully Venkatasawmy Naidoo hath above thereof Complained against him and they assess the Damages of the said Cottapully Venkatasawmy Naidoo on occasion of the premises besides his costs and Charges by him about his Suit in this behalf expended to Two Hundred and One Pagodas and forty fanams Therefore it is considered that the said Cottapully Venkatasawmy Naidoo do recover against the said Cota Pauly Naidoo his Damages aforesaid in form aforesaid Assessed and also One Hundred and Ninety four Pagodas and fifteen fanams for his said Costs and Charges by the Court now here adjudged & the said Cottapully

Collusively Concealing Voides with his Assent which said
Damages Costs and Charges in the whole Amount to Three
Hundred and Ninety six Pagodas and Ten Fanams and
the said Costs Duly Voides in Money &c.

Plead before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the fourth Term of the Year one thousand eight hundred and Ten —

Madras to Wit — John Doe on the demise of Mungapiatory Veeranah puts in his place Daniel Neale his Attorney against Richard Roe in a Plea of Trespass on the case &c and Gedement —

Madras to Wit — The said Richard Roe in his own person at the suit of the said John Doe in the Plea aforesaid —

Madras to Wit — Be it Remembered that as of the aforesaid Term in the Year One Thousand eight hundred and Ten 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 Richard Roe in a Plea of Trespass and Gedement and there are Pledges for the prosecution to wit John Penn and Richard Penn which said Plaint followd in these words that is to say

Madras

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Fourth Term 1810

Madras to Wit Pleas Before by David Hoole his Attorney Complaining of Richard Roe who is a British subject and as such subject to the Jurisdiction of this Honorable Court For that Whereas Mayngatory Unusual heretofore to wit on the fifth day of January in the Year of our Lord One Thousand Eight hundred and Ten had demised Granted and to Farm let unto the said John Doe two Messuages two Tenements two Dwelling Houses two Outhouses two Yards and two Gardens of Ground with the Appurtenances Situate and being in Telegunga Mandally Street in the Black Town of Madras To Have and to hold the same with the Appurtenances to the said John Doe and his Assigns from the fourth day of the said Month of January in the said Year of our Lord One Thousand Eight hundred and Ten for and during and unto the full End and Term of five Years from thence next Ensuing and fully to be Compleat and Ended By Virtue of which said Demise the said John Doe Entered into the said Premises with the Appurtenances And was possessed thereof and the said Richard afterwards to Wit on the Sixth day of the said Month of January in the said Year One Thousand Eight hundred and Ten with force and Arms &c. Entered into the Premises aforesaid with the Appurtenances which the said Mayngatory Unusual demised to the said John in Manner aforesaid for the Term aforesaid which is not yet Expired and of which he the said John was then possessed and Ousted him the said John out of his said Farm and from the said John so Ousted hath kept and still doth keep from his possession thereof And other Injuries to the said John there

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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 now at this day (until which day the said
Richard Roe had leave to imparl to the said Plaint of the
said John Doe and then to answer the same &c.) came as well
well the said John Doe by his said Attorney as the said
Richard Roe in his own person before the Justices of the
Court here and the said Richard Roe defends the force
and injury when &c. and says nothing in bar or preclusion
of the said action of the said John Doe whereby the
John Doe remains therein undefended against the said
Richard Roe. Therefore it is considered that the said John
recover against the said Richard Roe his said term yet to come
of and in the tenements aforesaid with the appurtenances
and also his damages sustained by reason of the trespass and
Ejectment aforesaid and thereupon the said John Doe prays
here in Court remitts to the said Richard Roe all such
damages costs and charges as might or ought to be adjudged
to him the said John Doe by reason of the trespass and
Ejectment aforesaid Therefore let the said Richard Roe be
acquitted of those damages Costs and charges and the said John
Doe prays the writ of the Lord the King to be directed to the
Sheriff of Madras to cause the said John Doe to have possession
of the said term yet to come of and in the tenements aforesaid
with the appurtenances and it is granted to him &c.

!

Pleas before the Honble Sir Francis Macnaghten Knight Prime Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one Thousand Eight hundred and Ten.—

Madras to Wit Innisecary Rauma sawmy Moodaliar puts in his place Gilbert Bicketts his Attorney against Salangamullore Venkatakistna Pillay in a Plea of Trespass &c. on the Case

Madras to Wit The said Salangamullore Venkatakistna Pillay in his own person at the Suit of the said Innisecary Raumasawmy Moodeliar in the Plea aforesaid

Madras to Wit Be it Remembered that in first Term of the Year one Thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Innisecary Raumasawmy Moodaliar by Gilbert Bicketts his Attorney and brought into the said Court then there his certain Plaint against Salangamullore Venkatakistna 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—

Madras—

Venkatakrishna Pilly and at his special instance and
request and being so indebted he the said Solangamallore Venkatakrishna Pilly in consideration thereof afterwards
viz on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Annenjeeany Rammaswamy
Pilly to pay him the said Solangamallore Venkatakrishna
Pilly should be thereto aforesaid requested And also
also the said Solangamallore Venkatakrishna Pilly afterwards
to wit on the day and year last aforesaid at Madras
aforesaid was indebted to the said Annenjeeany Ramma-
swamy Moodaliar in the further sum of One thousand
Star Pagodas of lawful Current Money of Madras for
so much Money by the said Solangamallore Venkata-
Pilly before that time had and received to the use of
said Annenjeeany Rammaswamy Moodaliar
Pilly in consideration thereof afterwards to wit
same day and year last aforesaid at Madras
said undertook and then and there faithfully promised the
said Annenjeeany Rammaswamy Moodaliar to pay him
the said last mentioned sum of Money when he the
said Solangamallore Venkatakrishna Pilly should be
thereto afterwards requested And

And

said Solangamullore Venkatakistna Pilly afterwards to
wit on the same day and year last aforesaid at
Madras aforesaid accounted with the said Annijeavy
Ramanadanavy Modaliar of and concerning diverse
other Sums of Money before that time due and owing
from the said Solangamullore Venkatakistna Pilly to
the said Annijeavy Ramanadanavy Modaliar and
then being in arrear and unpaid and upon that
accounting the said Solangamullore Venkatakistna
Pilly was then and there found to be in arrear and
indebted to the said Annijeavy Ramanadanavy Modaliar in
the further Sum of One Thousand Star Pagodas of like
current money of Madras and being so found in arrear
and indebted to the said Solangamullore Venkatakistna Pilly
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 Annijeavy
Ramanadanavy Modaliar to pay him the said last
mentioned Sum of Money when he the said Solangamullore
Venkatakistna Pilly should be thereto afterwards requested.
Yet the said Solangamullore Venkatakistna Pilly 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 Annijeavy Ramanadanavy Modaliar

his

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Fourth Term 1810.

Plaint in assumpsit filed 7th February 1810.

Madras to Wit. Aminjecary Raumasaromy Modaliar by Gilbert Ricketts his Attorney complains of Solangamullore Venratakistna Pilly being a Hindoo & Inhabitant of Madras and as such a person liable to the Jurisdiction of the Honorable Court in a Plea of Trespass on the case For that Whereas the said Solangamullore Venratakistna Pilly heretofore to wit on the thirtieth day of September in the year of Christ One thousand Eight hundred and Seven at Madras aforesaid according to the laws and customs of the Hindoos made his certain Note in writing in the Malabar Language his own proper hand being thereto subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Aminjecary Vaumasaromy Modaliar whereby the said Solangamullore Venratakistna Pilly (by the name and addition of Solangamullore Venratakistna Pilly of Madras) acknowledged that he had borrowed of the said Aminjecary Raumasaromy Modaliar (by the name and addition of Aminjecary Raumasaromy Modaliar) of the same place the Sum of three hundred and eighty Star Pagodas current Money of Madras which Sum the said Solangamullore Venratakistna Pilly did thereby engage to repay on or before the thirtieth November then next ensuing with all such interest as should or might become due thereon at the rate of Twelve per Cent per Annum the first Instalment fixed for such payment was on the fifth October Forty Pagodas and on the twelfth Forty Pagodas which he the said Solangamullore Venratakistna Pilly

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Pilly was to pay and credit in the said Bond and in case of the nonpayment agreeable to the Three 5th 9th Instalments therein specified the said Arninjecary Raumasawmy Modaliar were thereby empowered to prosecute in the Supreme Court and recover the principal and interest. By means whereof and by force of the laws and customes of the Hindoo Natives the said Solangamullore Venkatakristna Pilly became liable to pay to the said Arninjecary Raumasawmy Modaliar the said Sum of Three hundred and Eighty Star Pagodas in the said Note mentioned with interest as aforesaid according to the tenor and effect of the said Note. And whereas also the said Solangamullore Venkatakristna Pilly afterwards to wit on the first day of September in the year of Christ One thousand Eight hundred and seven at Madras aforesaid was indebted to the said Arninjecary Raumasawmy Modaliar in other Sum of One thousand Star Pagodas of the Current Money of Madras for so much Money by the said Arninjecary Raumasawmy Modaliar before that time paid and advanced to the said Solangamullore Venkatakristna

Venkatakrishna Pilly and at his special instance and re-
quest and being so indebted he the said Solangamullore Venkatakrishna
Pilly in consideration thereof afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully pro-
mised the said Annijecary Rammadanny
Pilly to pay him the said last mentioned Sum of
Money when he the said Solangamullore Venkatakrishna
Pilly should be thereto aforesaid requested And whereas
also the said Solangamullore Venkatakrishna Pilly afterwards
to wit on the day and year last aforesaid at Madras
aforesaid was indebted to the said Annijecary Ramma-
danny Moodaliar in the further Sum of One thousand
Star Pagodas of like current Money of Madras for
so much Money by the said Solangamullore Venkatakrishna
Pilly before that time had and received to the use of
said Annijecary Rammadanny Moodaliar
being so indebted the said Solangamullore Venkatakrishna
Pilly in consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras afore-
said undertook and then and there faithfully promised the
said Annijecary Rammadanny Moodaliar to pay him
the said last mentioned Sum of Money when he the
said Solangamullore Venkatakrishna Pilly should be
thereto afterwards requested And whereas

said Solanganullore Venkatakistna Pilly afterwards to
wit on the same day and year last aforesaid at
Madras aforesaid accounted with the said Aminjecary
Raumadanurry Moodaliar of and concerning diverse
other Sums of Money before that time due and owing
from the said Solanganullore Venkatakistna Pilly to
the said Aminjecary Raumadanurry Moodaliar and
then being in arrear and unpaid and upon that ac-
counting the said Solanganullore Venkatakistna
Pilly was then and there found to be in arrear and
indebted to the said Aminjecary Raumadanurry Moodaliar in
the further Sum of One Thousand Star Pagodas of like
current money of Madras and being so found in arrear
and indebted to the said Solanganullore Venkatakistna Pilly
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 Aminjecary
Raumadanurry Moodaliar to pay unto the said Solanganullore
mentioned Sum of Money when he the said Solanganullore
Venkatakistna Pilly should be thereto afterwards requested.
Yet the said Solanganullore Venkatakistna Pilly not
regarding his said several promises and undertakings by
him in manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly to deceive and
defraud the said Aminjecary Raumadanurry Moodaliar

and

within behalf hath not yet paid the said several Sums of
of Money or any or either of them or any part thereof to the
said Arminjecary Rannagarany Modaliar although he
to do he the said Solangamullow Venkatchiatna Pilly and
requested by the said Arminjecary Rannadarany Modaliar
afterwards to wit on the same day and year last aforesaid and
often times afterwards at Madras aforesaid) But he the
or any part thereof to the said Arminjecary Rannadarany
Modaliar he the said Solangamullow Venkatchiatna Pilly hath hitherto
wholly refused and still doth refuse To the damage of the said
Arminjecary Rannadarany Modaliar of One Thousand Star
Pagodas and therefore he brings suit &c.

The Epistle

And now on this Fourth Term in the Year of our
Lord one thousand Eight hundred and ten that is to say on the
Fifteenth day of September in that Year until which day was
given as well to the said Arminjecary Rannadarany
Modaliar as to the said Solangamullow Venkatchiatna Pilly to
inform the Court of the premises comes the said Arminjecary
Rannadarany Modaliar by his Attorney aforesaid and the
said Solangamullow Venkatchiatna Pilly although solemnly
demanded comes not but makes default and the Justices
of this Court having heard the allegations of the party Plaintiff
and examined the truth thereof and duly considered the
evidence produced on the part of the said Plaintiff say
that the said Solangamullow Venkatchiatna Pilly did
undertake and promise in manner and
Arminjecary Rannadarany Modaliar

complained against him and they assess the damages of the
said Annajeeary Ramasawmy Modelliar 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 Five hundred and
twenty Pagodas and twenty Seven Fanams and for those Costs
and Charges to one hundred and thirty six Pagodas and one
Fanam Wherefore it is considered that the said Annajeeary
Ramasawmy Modelliar do recover against the said
Solangamullore Venkatakistna pillay his said damages Costs
and Charges in form aforesaid assessed which said damages
Costs and Charges in the whole amount to Six hundred and
fifty Six Pagodas and twenty Eight Fanams and the said
Solangamullore Venkatakistna pillay in Mercy &c.

Judgment signed for the Plaintiff 9th November 1810.
J. Williams Atty for Pltff.

And thereupon the said Annajeeary Ramasawmy
Modaliar by his said Attorney prays the Writ of our
Lord the King of Sicily 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 Solangamullore Venkatakistna pillay within his
Jurisdiction of this Court by Seizure and if it be
Necessary by Sale thereof the Sum of Six hundred
and fifty Six Pagodas and twenty Eight fanams
which the said Annajeeary Ramasawmy Modaliar
Recovered against the said Solangamullore Venkatakistna
pillay for damages which he hath sustained as

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Well

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 Aminjeeany Ramanadanmy Moodaliar he the said Solangamullom Venkatakrishna Pilley although to do he the said Solangamullom Venkatakrishna Pilley was requested by the said Aminjeeany Ramanadanmy Moodaliar afterwards to wit on the same day and year last aforesaid and often times afterwards at Madras aforesaid) But he the said Solangamullom Venkatakrishna Pilley hath hitherto wholly refused and still doth refuse. To the damage of the said Aminjeeany Ramanadanmy Moodaliar of One Thousand Star Pagodas and therefore he brings suit &c.

The Ephate

And now on this Fourth Term in the Year of our Lord one thousand Eight hundred and ten that is to say on the Fifteenth day of September in that Year unto which day was given notice to the said Aminjeeany Ramanadanmy Moodaliar as to the said Solangamullom Venkatakrishna Pilley to inform the Court of their premises comes the said Aminjeeany Ramanadanmy Moodaliar by his Attorney aforesaid and the said Solangamullom Venkatakrishna Pilley although solemnly demanded comes not but makes default and the Justices of this Court having heard the allegations of the parties and examined the truth thereof and duly considered the evidence produced on the part of the said Plaintiff say that the said Solangamullom Venkatakrishna Pilley did undertake and promise in manner and [illegible] Aminjeeany Ramanadanmy Moodaliar to the [illegible] declared.

W.P.

complained against him and they assess the damages of
the said Annajeeary Ramasawmy Modelliar 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 Five hundred and
twenty Pagodas and twenty Seven Fanams and for those Costs
and Charges to one hundred and thirty six Pagodas and one
fanam Therefore it is considered that the said Annajeeary
Ramasawmy Modelliar do recover against the said
Solangamullore Venkatakistnapillay his said damages Costs
and Charges in forme aforesaid assessed which said damages
Costs and Charges in the whole amount to Six hundred and
fifty Six Pagodas and twenty Eight fanams and the said
Solangamullore Venkatakistnapillay in Mercy &c.

Judgment signed for Def. 6th November 1810.
J. Williams Atty Rec.

And thereupon the said Annajeeary Ramasawmy
Modaliar by his said 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
Goods and Chattels Lands Debts and other Effects Real and personal
of the said Solangamullore Venkatakistnapillay within his
Jurisdiction of this Court by Seizure and if it be
necessary by Sale thereof the Sum of Six hundred &
and fifty Six Pagodas and twenty Eight fanams &
which the said Annajeeary Ramasawmy Modaliar
recovered against the said Solangamullore Venkatakistna
pillay for damages which he hath sustained as
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Will

well on occasion of the Non performance of certain promises and undertakings lately made by the said Solangarullore Veeda Muttoo Pillay to the said Appavoocary Ramasawmy Mooda liar as for Costs and Charges by him about his Suit in that behalf expended And it is granted unto him Returnable

Writ of Ex. Fa. issued 9th Nov. 1810

here on the Tenth day of December Next.—

N. B.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year one thousand Eight hundred and Ten

Madras to Wit - Cottica dy Valappa Chitty puts in his place Daniel Neale his attorney against Parcapanelian Annoo in a Plea of Trespass on the case -

Madras to Wit - The said Parcapanelian Annoo in his own person at the Suit of the said Cottica dy Valappa Chitty in the Plea aforesaid -

Madras to Wit - Be it Remembered that as of the Fourth Term in the Year One thousand Eight hundred and Nine before the Supreme Court of Judicature at Madras came Cottica dy Valappa Chitty by Daniel Neale his Attorney and brought into the said Court then there his Certain Plaint against Parcapanelian Annoo 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

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Fourth Term 1810

Plaint in assumpsit filed 1st December 1809 –

Madras (to Wit) Cattucaday Valappa Chetty by Daniel Neale his Attorney Complains of Parapauliarre Ammoo who is a Hindoo Inhabitant of Madras and such a person subject to the Jurisdiction of this Honorable Court For that whereas on the Eleventh day of May in the Year of Christ One Thousand Eight hundred and Nine according to the Custom of such Hindoos Made her Certain Note in Writing on the Malabar Language purporting to be a Bond her proper hand thereunto subscribed and bearing date the First Viaugy of Sochala Year Corresponding with the day and Year of Christ aforesaid and then and there delivered the same Note in Writing to the said Valappa Whereby the said Ammoo Acknowledged that in Consequence of her urgent occasion she had on the date thereof Borrowed and Received of the said Valappa the Sum of Forty Eight Star Pagodas and One Eighth of a Star Pagoda Current Money of Madras and Whereby the said Ammoo engaged to repay to the said Valappa the Sum due on or before the Tenth Aviny or Twentieth day of June then next By Means Whereof and According to the Custom aforesaid of such Hindoos the said Ammoo became Liable to pay the said Valappa 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 Ammoo in Consideration thereof afterwards to wit on the said Eleventh day of May in the Year of Christ aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Valappa to pay him the said Sum of Money in the said Note Specified According to the Tenor and effect of the said Note

And

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And Whereas the said Ammoo afterwards to wit on the Twenty
Seventh day of November in the Year aforesaid at Madras
aforesaid was indebted to the said Valappa in the Sum of
Two Hundred Star Pagodas of the lawful Current Money of
Madras for Money by the said Ammoo before that time
had and received to the use of the said Valappa And being
so indebted the said Ammoo 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 Valappa to pay him the said last
Mentioned Sum of Money when he the said Ammoo should
be thereto afterwards requested And Whereas the said Ammoo
afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid accounted with the said Valappa of and
concerning divers other Sums of Money before that time
due and owing from the said Ammoo to the said
Valappa and then being in arrear and unpaid upon
which accounting the said Ammoo was then and there
found to be in arrear and indebted to the said Valappa
in the further Sum of Two Hundred Star Pagodas of
the lawful Current Money of Madras and being so found
in arrear and indebted the said Ammoo 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 Valappa to pay
him the said last Mentioned Sum of Money when
he the said Ammoo should be thereto afterwards
requested Yet the said Ammoo not regarding his said

several

several promises and undertakings to by her in Manner and form aforesaid made but contriveing and fraudulently intending craftily and subtilly to deceive and defraud the said Valappa 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 Valappa. although to do the said Ammoo was requested by the said Valappa 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 Valappa the said Ammoo hath hitherto wholly refused and still doth refuse to the damage of the said Valappa of two hundred Star Pagodas and thereof he brings his Suit &c. —

And the said Parvatamuliane Ammoo having come by Colin Carruthers her Attorney defended the wrong and injury when &c and said nothing in bar or preclusion of the said Action of the said Valappa whereby the said Valappa remained thereon undefended against the said Parvatamuliane Ammoo and by reason whereof a day was given to the said Valappa whereupon he should come before the Court and verify his said plaint and Suit

Tried Exparte

At which day being the twentieth day of September in this term before the Justices of the Court here come the said Valappa by his said Attorney and alleged and proved to the Court the matters of his said Plaint and the said Justices having heard examined and considered the allegations of the said Valappa and the depositions of the witnesses adduced by him have pronounced that the said Parvatamuliane Ammoo did undertake and promise in manner and form as the said Valappa

Seale

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Judgment signed for Pl. 12th Augt 1810 Mr Ivy Proctr

Seale above thereof complained against her And the said Justices have assessed the damages sustained by the said Valappa by occasion of the Non performance by the said Pareapaulliam Ammoo of her several promises and Undertakings in the Plaint mentioned to the Sum of Fifty Six Pagodas thirty four fanams and twenty six Cash 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 Valappa recover against the said Pareapaulliam Ammoo his damages aforesaid to the said Sum of fifty Six Pagodas thirty four fanams and twenty six Cash and that the said Pareapaulliam Ammoo pay to the said Valappa for his said Costs and charges the Sum of One hundred and thirty one Pagodas and thirty Seven fanams which said damages Costs and charges amount to One hundred and Eighty Eight Pagodas twenty Six fanams and twenty six Cash and the said Pareapaulliam Ammoo in Mercy &c.

And hereupon the said Cotticady Velappa Chitty by Daniel Neale 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 the said Pareapaulliam Ammoo within the Jurisdiction of this Court by Seizure and if it be Necessary by Sale thereof the sum of One hundred and Eighty Eight Pagodas twenty Six fanams and twenty Six Cash which the said Cotticady Velappa Chitty recovered against the said Pareapaulliam Ammoo

No 74

Fourth Term 1810

Ammoo for damages which he hath Sustained as well by means of the Nonperformance of Certain promises and Undertakings lately made by the said Tareapaulicum Ammoo to the said Cottiandy Velappa Chitty as for Costs and Charges by him about his Suit in that behalf expended. And it is granted unto him Returnable here on the Twelfth day of January Next.—

Mitt of Fi. Fa. ijd the 12th Nov 1810

Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year One Thousand Eight hundred and Ten. —

Fort Saint George } Batoola Lakshmiah by William Light his Attorney against Cotra Vengamma in a Plea
Madras to wit } of Debt. —

Fort Saint George } The said Cotra Vengamma in her own person at the
Madras to wit } suit of the said Batoola Lakshmiah in the Plea
aforesaid. —

Fort Saint George } Be it Remembered that in the Vacation after the
Madras to wit. } second Term in the year One thousand eight
hundred and Nine before the Supreme Court of
Judicature at Madras came Batoola Lakshmiah by
William Light his Attorney and brought into the
said Court then there his certain Plaint against
Cotra Vengamma in a Plea of Debt and there
are Pledges for the prosecution to wit
John Doe and Richard Roe which said
Plaint followed in these words that is to say

Fort Saint George

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Plaint in Debt filed 17th May 1809

Fort Saint George Madras to wit Battoola Latchmiah by William Leight his Attorney Complains of Cotra Vengama &c being an Hindoo Inhabitant of Madras and such a person subject to the Jurisdiction of this Honorable Court in a Plea &c that he render to the said Battoola Latchmiah the Sum of &c Seven hundred and fifty eight Star Pagodas which he owes & to and unjustly detains from him For that Whereas on the fifth day of April in the year of Christ One thousand Eight hundred and Six divers disputes and controversies had arisen and were then and there depending between the said Battoola Latchmiah and the said Cotra Vengamma and thereupon for the putting an end to the said disputes and controversies they the said Battoola Latchmiah and Cotra Vengamma on the same day and year aforesaid at Madras aforesaid &c submitted themselves to stand the Award Order final and and determination of Madury Cornauma Savvay and Arcotty Govindasypa Chitty according to the custom of the Natives in like cases And the said Battoola Latchmiah in fact further saith that the said Madury Cornauma Savvay and Arcotty Govindasypa Chitty did on the same day and year aforesaid duly make their award in writing of and concerning the premises so referred to them as aforesaid according to the said custom of the Natives and did then and there and by that Award Order and determine that the said Cotra Vengamma should pay unto the said Battoola Latchmiah the Sum of Three hundred and Nineteen Star Pagodas together with the Sum of Sixty Pagodas and Twenty Nine fanams being the Charges for prosecuting the said Cotra Vengamma in the Court And the said Battoola

Latchmiah

Latchmiah in fact further saith that all actions suits and controversies had moved or depending by and between the said parties at any time before the said fifth day of April did then and there cease and determine on the part of the said Battoola Latchmiah and have not been any further prosecuted or proceeded in Yet the said Cotta Vengauna did not pay or hath not paid the said Sum of Three hundred and Nineteen Star Pagodas and the said Sum of Sixty Nine Fanams or either of them or any part thereof but therein hath wholly and made default whereby an Action hath accrued to the said Battoola Latchmiah to demand and have of the said Cotta Vengauna the said Three hundred and Nineteen Star Pagodas and Seventy Nine Fanams parcel of the said Seven hundred and fifty Eight Star Pagodas above demanded And whereas afterwards to wit on the said fifth day of April in the year aforesaid at Madras aforesaid the said Cotta Vengauna borrowed of the said Battoola Latchmiah Three hundred and Seventy Nine Star Pagodas and Seventy Nine Fanams residue of the said Sum of Seven hundred and fifty Eight Star Pagodas above demanded to be paid to the said Battoola Latchmiah when he the said Cotta Vengauna should be thereto afterwards requested by means whereof an Action hath accrued to the said Battoola Latchmiah to demand and have of the said Cotta Vengauna the said Three hundred and Seventy Nine Star Pagodas and Seventy Nine Fanams residue of the said Sum of Seven hundred and fifty Eight Star Pagodas above

Fourth Term 1810

above demanded Yet the said Cottra Vengauna although often requested hath not yet paid to the said Battoola Latchmiah the said Sum of Three hundred and Seventy Nine Star Pagodas and Twenty Nine Fanams residue of the said Sum of Seven hundred and fifty Eight Star Pagodas above demanded but therein hath wholly failed and made default To the damage of the said Battoola Latchmiah of Twenty Star Pagodas.—

Writ Issued

And Now in this Fourth Term in the year One thousand eight hundred and ten that is to say on the Seventh day of April to which day was given as well to the said Battoola Latchmiah as to the said Cottra Vengauna to inform the said Court of the premises Came the said Battoola Latchmiah by his Attorney aforesaid and the said Cottra Vengauna although solemnly demanded came not to Answer nor did he say any thing in Bar or preclusion and so forth And the said Justices having heard the allegations of the party Plaintiff and examined the truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the Writing Obligatory in the said Declaration mentioned is the deed of him the said Cottra Vengauna in manner and form as the said Battoola Latchmiah hath above thereof complained against him And do Adjudge that the said Battoola Latchmiah recover against the said Cottra Vengauna the Sum of Four hundred and eighty four Star Pagodas and five Fanams for his Debt and also One hundred and Ninety Six Pagodas and twenty Nine Fanams for his Damages which he hath sustained as well by Occasion of detaining the said Debt as for his Costs and Charges

Judgment Signed for the Plaintiff the 13. Nov.r 1810
J. W. by Prothy

Charges by him about his Suit in that behalf expended which
said Debt and Damages amount in the whole to Six hundred
and Seventy four Star Pagodas and thirty four fanams and
Execution That the said Battoola Lodoumiah have his execution thereof &c.

Read before the Hon'ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon'ble Sir Francis Macnaghten Knt Puisne Justice of His Majesty's Supreme Court of Judicature at Madras at the Fourth Term in the Year One Thousand Eight Hundred and Ten. —

Madras to Wit } Tomboo Rajah puts in his place Daniel Neale his attorney against James Cochrane in a Plea of Trespass &c. The said James Cochrane puts in his place William Leight his attorney at the suit of the said Tomboo Rajah in the Plea aforesaid. —

Madras to Wit — Be it Remembered that as of the Second Term in the Year One Thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Tombo Rajah by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against James Cochrane in a Plea of Trespass on the Case and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe & which said Plaint follows in these words that is to say —

Madras

Hamilton assumpsit
filed 17 April
1810 - JW

Madras to Wit. Tamboo Rajah of Madras Hindoo an Inhabitant by Daniel Neale his Attorney Complaining of James Cochrane who is a British Subject and therefore liable to the Jurisdiction of this Honorable Court. For that Whereas on the First day of February in the Year of our Lord One Thousand Eight hundred and Ten at Madras the said James was indebted to the said Tamboo Rajah in the Sum of Five hundred Star Pagodas of the lawful Current Money of Madras, for divers Goods, Wares and Merchandizes by the said Tamboo Rajah before that time Sold and delivered to the said James and at his Special instance and request. And being so indebted the said James 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 Tamboo Rajah to pay him the said Sum of Money when he the said James should be thereto afterwards required. And Whereas also afterwards to wit on the day and Year aforesaid at Madras aforesaid in consideration that the said Tamboo Rajah at the like Special instance and request of the said James had before that time Sold and delivered to the said James divers other Goods Wares and Merchandizes he the said James undertook and then and there faithfully promised the said Tamboo Rajah 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 James as aforesaid were reasonably worth when he the said James should be thereto requested. And he the said Tamboo Rajah avers that the said Goods Wares and Merchandizes

last

last mentioned at the time of the Sale and delivery thereof to the said James as aforesaid were reasonably worth other Five hundred Star Pagodas of the like lawful Current Money of Madras to wit at Madras aforesaid Whereof the said James afterwards to wit on the same day and Year aforesaid there had Notice And Whereas also on the same day and Year aforesaid at Madras aforesaid the said James was indebted to the said Tomboo Rajah in the further Sum of Five hundred Star Pagodas of the like lawful Current Money of Madras for the Work and Labour care and diligence of the said Tomboo Rajah by him the said Tomboo Rajah before that time done performed and bestowed in and about the Business of the said James and for the said James and at his special instance and request And being so indebted he the said James in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tomboo Rajah to pay him the said last mentioned Sum of Money when he the said James should be thereunto afterwards requested And Whereas also afterwards to wit on the same day and Year aforesaid at Madras aforesaid in consideration that the said Tomboo Rajah at the like special instance and request of the said James had before that time done performed and bestowed other his Work and Labour care and diligence in and about other the Business of the said James and for the said James he the said James then and there undertook and faithfully promised the said Tomboo Rajah to pay him so much Money

Wm

as he therefore reasonably deserved to have of the said James when he the said James should be thereto afterwards requested. And the said Tomboo Rajah avers that he therefore reasonably deserved to have of the said James other Five Hundred Star Pagodas of the like lawful Current Money of Madras to wit at Madras aforesaid whereof the said James afterwards to wit on the same day and Year aforesaid there had Notice. And Whereas also the said James afterwards to wit on the same day and Year aforesaid there was indebted to the said Tombo Rajah in the further Sum of Five hundred Star Pagodas of the like lawful Current Money of Madras for Money by the said Tombo Rajah before that time lent and advanced to the said James at his like special instance and request. And being so indebted the said James 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 Tombo Rajah to pay him the said last mentioned Sum of Money when he the said James should be thereto afterwards requested. And Whereas also the said James afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Tombo Rajah in the further Sum of Five hundred Star Pagodas of like lawful Current Money of Madras for Money by the said Tombo Rajah before that time laid out and expended and paid for the said James and at his like special instance and request. And being so indebted the said James 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

Tomboo Rajah to pay him the said last mentioned Sum of Money when he the said James should be thereto afterwards requested. And Whereas also the said James afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Tombo Rajah in the further Sum of Five hundred Star Pagodas of like lawful Current Money of Madras for Money by the said James before that time had and received to the use of the said Tombo Rajah - And being so indebted he the said James in consideration thereof, afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tombo Rajah to pay him the said last mentioned Sum of Money when he the said James afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Tombo Rajah of and concerning divers other Sums of Money before that time due and owing from the said James to the said Tombo Rajah and then being in arrear and unpaid upon which accounting the said James was then and there found to be in arrear and indebted to the said Tombo Rajah in the further Sum of Five hundred Star Pagodas of like lawful Current Money of Madras - And being so found in arrear and indebted the said James in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tombo Rajah to pay him the said last mentioned Sum of Money when he the

said

said James should be thereto afterwards requested. Yet the said James not regarding the 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 Tomboo Rajah 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 Tomboo Rajah although so to do he the said James was requested by the said Tomboo Rajah afterwards to wit on the same day and year aforesaid and at divers times afterwards at Madras aforesaid. But to pay the same or any part thereof to the said Tomboo Rajah he the said James hath hitherto wholly refused and still doth refuse. To the damage of the said Tomboo Rajah of Five hundred Star Pagodas and therefore he brings his suit &c.

And afterwards to wit in the Fourth Term of the said year one thousand eight hundred and Ten in the said Supreme Court of Judicature at Madras until which Term the said James had leave to imparl to the said Plaint and then to answer the same same as well the said Tomboo Rajah by his said Attorney, and the said James Defends the wrong and Injury when &c. and says that he did not undertake or promise in manner and form as the said Tomboo Rajah hath above thereof complained against him and of this he puts himself upon the Court &c.

imparlance

Rea. filed 14th Sept. 1810

And afterwards a day that is to say on the Twenty fourth day of September in this Fourth Term in the year one thousand eight hundred and Ten is given to the parties to come before the Court for the Trial of the issue joined

Stratton

between them on which day before the Justices of this Court comes as well the said Tamboo Rajah by his said Attorney as the said James Cochrane by his said Attorney and evidence having been given to the said Justices of and upon the Matters in difference between the parties aforesaid of the Plea aforesaid the said Justices were about to give Judgment of and upon the premises whereupon the said Tamboo Rajah departed the Court without leave and although solemnly called came not again but maketh default and further prosecuting not his said Suit against the said James Cochrane—

Therefore it is considered that the said Tamboo Rajah take Nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c. And that the said Tamboo Rajah do go thereof without day—

Plaintiff's non suited 24th Sept. 1810—

And it is further considered by the said Court here that the said James Cochrane do recover against the said Tamboo Rajah the Sum of One hundred and thirty one 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 James Cochrane and with his assent according to the form of the Statute in such case made and provided and that the said James Cochrane have execution thereof &c—

Judgment of Non suit signed against the Plaintiff 14th Novr 1810—

J. M. Dy Prothy.

Execution

And hereupon the said James by William Light 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

body of the said Tomboo Rajah to Satisfy the
said James the sum of One Hundred and thirty
One Pagodas and twenty Eight fanams adjudged
to the said James for Costs and Charges by
him Expended about his defence at the Suit of
the said Tomboo Rajah. And it is granted
Ca. ad. Sat. against unto him, Returnable here on the fourteenth day
the Plaintiff for
Costs 1st Instance of December Next. —
the 14th Nov. 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term of the Year one Thousand eight Hundred & and Ten. –

Madras to wit – Sabanayaty Boy puts in his place Daniel Neale his Attorney against Vanneratteanula Seneevarayen Row in a Plea of Trespass on the case. –

Madras to wit The said Vanneravenatteanula Seenevarayen Row in his own person at the Suit of the said Sabanayaty Boy in a Plea aforesaid. –

Madras to wit Be it Remembered that as of the Fourth Term in the Year one Thousand eight Hundred and Nine before the Supreme Court of Judicature at Madras came Sabanayaty Boy by Daniel Neale his Attorney and brought into the said Court then there his Certain Plaint against Vanneratteanula Seenevarayen Row 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

No. 77.

562 / Fourth Term 1810

Plaint in assumpsit filed 3d February 1810 - J.P.

Madras (to Wit) Sabanpaty Roy by Daniel Neale his Attorney complains of Boorrattanda Seeneevanda Boar who is a Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Honorable Court of a Plea of Trespass on the Case. For that Whereas heretofore to wit on the Eighteenth day of September in the Year of Christ One Thousand Eight hundred and Seven at Madras One Pedapundy Venkia of Indian made according to the custom of such Hindoos his certain Instrument in Writing in the Gentoo language purporting to be a Bond his proper hand being thereto Subscribed bearing date the Eighth day of the Month Poorattassy of the Year Parlava of the Hindoos corresponding with the day and Year of Christ aforesaid and then and there delivered the same Instrument in Writing to the said Sabanpaty Roy whereby the said Pedapundy Venkia acknowledged and declared that in consequence of his urgent occasion he had on the day of the date thereof borrowed and received of the said Sabanpaty Roy the Sum of Two hundred Star Pagodas Current Money of Madras and engaged to repay to the said Sabanpaty Roy the same sum in the space of Four Months with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum. By means whereof and according to the custom aforesaid of such Hindoos the said Pedapundy Venkia became liable to pay to the said Sabanpaty Roy the said sum of Money in the said Instrument in Writing specified according to the tenor and effect of the said

Instrument

Instrument in Writing. And Whereas afterwards to wit on the Twenty Second day of September in the Year of Christ One Thousand Eight hundred and Seven aforesaid at Madras aforesaid the said Seeneevasen according to the said custom of such Hindoos made his certain Instrument in Writing in the Gentoo Language purporting to be a Security Bond his own proper hand being thereunto Subscribed and bearing date the Twelfth day of the Month Poorattassy of the Year Prabava of the Hindoos corresponding with the day and Year of Christ last aforesaid and there and then delivered the said last mentioned Instrument in Writing to the said Subanpaty Roy by which said last mentioned Instrument in Writing the said Seeneevasen acknowledged that he had on Account of Pidepauty Venkiah borrowed of the said Subanpaty Roy the Sum of Two hundred Pagodas and promised to the said Pidepauty Venkiah by causing the said Pidepauty Venkiah to execute to the said Subanpaty Roy a Bond for the same on the Eighth day of the said Month of Poorattassy or the Eighteenth day of the said Month of September payable the Principal with Interest in the Space of Four Months - and whereby the said Seeneevasen engaged if the said Pidepauty Venkiah should not pay the said Two hundred Pagodas agreeably to the time limited to pay to the said Subanpaty Roy the same Sum of Two hundred Pagodas in the Space of Six Months with all such Interest as should or might become due thereon at the Rate of Twelve per Cent per Annum - And the said Subanpaty Roy in

Fact

fact saith that the Instrument in Writing in the Gentoo &
Language purporting to be a Bond of the said Pidiparty
Venkiah first hereinbefore mentioned bearing date the Eighth
day of the Month Poorattassy of the Year Prabava aforesaid is
the same Bond which is mentioned in and referred to by the
said Instrument in Writing in the Gentoo Language &
purporting to be a Security Bond Secondly herein before &
mentioned bearing date the Twelfth day of the said Month
Poorattassy of the Year Prabava aforesaid And that the
said Pidiparty Venkiah did not at any time within the
said Space of Four Months specified by the said several &
Instruments in Writing pay the said Sum of Four hundred &
Star Pagodas or the Interest of or for the same or any part
thereof whereof the said Seemavaroo afterwards to wit on the
Nineteenth day of January in the Year of Christ One thousand
Eight hundred and Eight at Madras aforesaid had Notice By
reason of which premises and according to the Custom &
aforesaid the said Seemavaroo became
liable to pay to the said Subscripty Roy the said Sum of
Four hundred Star Pagodas Specified in the said Several
Instruments in Writing according to the tenor and effect of the
said Instrument in Writing &c as aforesaid made on the
Twenty Second day of September in the Year of Christ One
Thousand Eight hundred and Seven. And being thereof

Cable

liable to the said Seemanunda in consideration thereof after-
wards to wit on the said Nineteenth day of January in
the Year of Christ One thousand Eight hundred and
Eight aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Subunpaty Roy
to pay unto the said Sum of Two hundred Pagodas
mentioned in the said several Instruments in Writing or
according to the tenor and effect of the said Instrument
in Writing &c as aforesaid made on the Twenty Second
day of September in the Year One thousand Eight
hundred and Seven And Whereas before the time of the
making of the promise and undertaking of the said Seemanunda in
in this Court mentioned one Rayapaty Venkia had brought and
by the means of the said Seemanunda borrowed of the said
Subunpaty Roy a Principal Sum of Two hundred Pagodas
to be paid with Interest in the space of Four Months
commencing and to be computed from the Eighth day of
the Month Poorattassy in the Year Prabava of the Hindoo
and Cherenpoor and in consideration thereof the said
Seemanunda according to the custom of such Hindoos on
the Twenty Second day of September in the Year of Christ the
thousand Eight hundred and Seven at Madras aforesaid
made his certain Instrument in Writing in the Gentoo
Language purporting to be a Security Bond his proper hand

being

being thereunto Subscribed bearing date the Twelfth day of the said Month Boundtaway in the Year Rs. Seven aforesaid of the Pandoos Corresponding with the day and Year of Christ last aforesaid) and then and there delivered the said last Mentioned Instrument in Writing to the said Subandpaty Roy whereby the said Seeroomuse acknowledged that he had on Account of the said Pidepauty Venkiah Received of the said Subandpaty Roy the said Sum of Two hundred Pagodas last and paid to the said Pidepauty Venkiah by causing the said Pidepauty Venkiah to execute to the said Subandpaty Roy a Bond for the same on the Eighth day of the said Month of Boundtaway or the Eighteenth day of the said Month of September pay the Principal with Interest in the space of Four Months and whereby the said Seeroomuse engaged if the said Pidepauty Venkiah should not pay the said last mentioned Sum of Money in the said space of Four Months that he the said Seeroomuse would pay the said last mentioned principal Sum of Two hundred Pagodas in the space of Six Months with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum - And the said Subandpaty Roy in fact saith that the said Pidepauty Venkiah did not within the said Space of Four Months specified by the said Instrument in Writing of the said Twenty second day of September in this count mentioned pay the said Principal

Sum

Sum of Two hundred Pagodas in the same Instrument in
Writing mentioned or the Interest of or for the same or any
part thereof unto the said Seemavada aforesaid to wit
on the Nineteenth day of January in the Year of Christ One
thousand Eight hundred and Eight at Madras aforesaid
but Notice. By reason of which premises in this Count
contained the said Seemavada became liable to pay to the
said Subsequity Roy the said Sum of
Pagodas and Interest in this Court mentioned according
to the tenor and effect of the said Instrument in Writing of
the said Twenty Second day of September in the Year One
Thousand Eight hundred and Seven. And being so liable
the said Seemavada in consideration thereof aforesaids to wit
on the said Nineteenth day of January in the Year of Christ
One thousand Eight hundred and Seven aforesaid at
Madras aforesaid undertook and then and there faithfully
promised the said Subsequity Roy to pay him the said
Sum of Two hundred Pagodas and Interest in this Count
mentioned according to the tenor and effect of the said
Instrument in Writing of the said Twenty Second day of
September in the Year One thousand Eight hundred
and Seven And Whereas the said Seemavada afterwards
to wit on the twenty fifth day of January in the Year of
Christ One thousand Eight hundred and Ten at Madras
aforesaid was indebted to the said Subsequity Roy in the Sum of
Five

Five hundred Star Pagodas of the lawful Current Money of Madras for Money by the said Subaraspaty Roy before that time Lent and advanced to the said Seemawanga and at his Special instance and request - And being so indebted the said Seemawanga 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 Subaraspaty Roy to pay him the said last mentioned Sum of Money when he the said Seemawanga should be thereto afterwards requested - And Whereas the said Seemawanga afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Subaraspaty Roy in the further Sum of Five hundred Star Pagodas of like lawful Current Money of Madras for Money by the said Subaraspaty Roy before that time laid out expended and paid for the said Seemawanga and at his like special instance and request - And being so indebted the said Seemawanga 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 Subaraspaty Roy to pay him the said last mentioned Sum of Money when he the said Seemawanga should be thereto afterwards requested - And Whereas the said Seemawanga afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Subaraspaty Roy of and concerning divers other Sums of Money before that

that there due and owing from the said Seenevassa to the said Subanpaty Roy
Subanpaty Roy and then being in arrear and unpaid upon
which accounting the said Seenevassa was then and there
found to be in arrear and indebted to the said Subanpaty Roy
in the further Sum of Five hundred Star Pagodas of like
Lawful Current Money of Madras And being so found in
arrear and indebted the said Seenevassa in consideration
thereof afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid undertook and
and there faithfully promised the said Subanpaty Roy
to pay him the said last mentioned Sum of Money
when he the said Seenevassa should be thereto
afterwards requested Yet the said Seenevassa not
regarding his said several promises and undertakings
so by him in manner and form aforesaid made
but contriving and fraudulently intending craftily and
and subtilly to deceive and defraud the said Subanpaty
Roy in this behalf hath not paid the said several Sums
of Five hundred Pagodas or
specified by the said several Instruments in Writing
of the Twenty second day of September in the Year One
Thousand Eight hundred and Seven mentioned in the
First and Second Counts or any Interest Money
of or for the same Sums or either of them or any or
either of the said several Sums of Money mentioned
in

in the Third, Fourth and Fifth Counts &c any part thereof &c to the said Subanpaty Roy (although &c to do the said Seeneevarsa was requested by the said Subanpaty Roy &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 Subanpaty Roy the said Seeneevarsa hath hitherto wholly refused and still doth refuse &c to the damage of the Subanpaty Roy of Five Hundred Star Pagodas and therefore he brings &c his Suit &c.

And the said Seeneevarsa having come by Fawcus Dixon his Attorney defended the wrong and injury when &c and said Nothing in bar or preclusion of the said Action of the said Subanpaty Roy whereby the said Subanpaty Roy remained thereon undefended against the said Seeneevarsa and by reason whereof a day was given to the said Subanpaty Roy whereupon he should come before this Court and verify his said Plaint and &c

At which day being the twenty fifth day of September in this term came the said Subanpaty Roy by his said Attorney and alleged and proved to this Court the Matters of his said Plaint and the Justices of this Court having heard examined and considered the allegations of the said Subanpaty Roy and the depositions of the witnesses adduced by him have pronounced that the said Seeneevarsa did undertake and promise in manner

Suit & Plaint

Judgment for the Plaintiff on a Verdict in Assumpsit

and form as the said Subadpaty Roy hath above thereof complained against him and the said Justices have assessed the Damages sustained by the said Subandpaty Roy by occasion of the Non performance by the said Seenevassa of his Several promises and undertakings in the Plaint mentioned to the Sum of Two hundred and Seventy five Pagodas and four fanams over and besides his Costs and Charges - for suit in this behalf expended It is therefore considered and adjudged that the said Subandpaty Roy recover against the said Seenevassa his Damages aforesaid to the said Sum of two hundred and Seventy five Pagodas and four fanams - and that the said Seenevassa pay to the said Subandpaty Roy for his said Costs and charges the Sum of One hundred and forty Eight Pagodas and Seventeen fanams which damages Costs and Charges amount to four hundred and twenty three Pagodas and twenty one fanams and the said D. Seenevassa in Mercy &c

Judgment Signed for the Plaintiff the 14th of Novr 1810 - D.M. Dy Actry

Fourth Term 1810

572

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice the Honble Sir Francis Macnaghten Knight, and the Honble Sir John Henry Newbolt Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight hundred and Ten. —

Madras to Wit — Thadeseada Sowmayoo puts in his place Gilbert Ricketts his Attorney against Thaledawan Goonniah in a Plea of Trespass in the same —

Madras to Wit — The said Thaledawan Goonniah in his own person at the suit of the said Thadeseada Sowmayoo in the Plea aforesaid. —

Madras to Wit — Be it Remembered that in the Fourth Term in the Year One Thousand Eight Hundred and Nine before the Supreme Court of Judicature at Madras came Thadeseada Sowmayoo by Gilbert Ricketts his Attorney and brought into the said Court their his certain Plaint against Thaledawan Goonniah 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

Fourth Term 1810

574

Plaintiff's Attorney

Filed 5th April 1809

Madras to wit Thadenada Somarayzo by Gilbert Ricketts his Attorney complains of Thaledavara Gonniah being a Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass and the Case For that Whereas the said Thaledavara Gonniah heretofore to wit on the First day of February in the Year of Christ One Thousand Eight hundred and Nine at Madras aforesaid was indebted to the said Thadenada Somarayzo in the Sum of One Thousand and five hundred Star Pagodas Coin and Money of Madras for divers Goods wares and Merchandizes by the said Thadenada Somarayzo before that time sold and delivered to the said Thaledavara Gonniah and at his special instance and request and being so indebted the said Thaledavara Gonniah in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Thadenada Somarayzo then and there faithfully promised to pay him the said Sum of Money when he the said Thaledavara Gonniah should be thereto afterwards requested And Whereas also afterwards to wit on the same day and Year aforesaid at Madras aforesaid in consideration that the said Thadenada Somarayzo at the special instance and request of the said Thaledavara Gonniah had before that time sold and delivered to the said Thaledavara Gonniah divers other goods wares and Merchandizes he the said Thaledavara Gonniah

Were

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there and there undertook and faithfully promised the said Thadenada Sonnarayo to pay him so much Money as the said last mentioned goods wares and merchandizes at the time of the Sale and delivery thereof to the said Taledawana Gonniah as aforesaid were reasonably worth when he the said Thadenada Sonnarayo should be thereto afterwards requested and the said Thadenada Sonnarayo avers that the goods wares and merchandizes last mentioned at the time of the Sale and delivery thereof to the said Thaledawana Gonniah as aforesaid were reasonably worth the Sum of One Thousand five hundred Star Pagodas Current Money aforesaid to wit at Madras aforesaid whereof the said Thaledawana Gonniah afterwards to wit on the same day and Year aforesaid there had notice And Whereas also the said Thaledawana Gonniah afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Thadenada Sonnarayo in other Sum of One Thousand five hundred Star Pagodas Current Money of & Madras for so much Money by the said Thadenada Sonnarayo before that time laid out expended and paid for the said Thaledawana Gonniah and at his special instance and request and being so indebted he the said Thaledawana Gonniah in consideration thereof after wards to wit on the same day and Year aforesaid

W.B.

at Madras aforesaid undertook and then and there faithfully promised the said Thadevada Sonnarayo to pay him the said last mentioned Sum of Money when he the said Thadevada Goonniah should be thereto afterwards requested. And Whereas also the said Thadevada Goonniah afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Thadevada Sonnarayo to pay him the said Thadevada Sonnarayo an other Sum of One Thousand and five hundred Star Pagodas of like Current Money of Madras for so much Money by the said Thadevada Goonniah before that time had and received to the use of the said Thadevada Sonnarayo and being so indebted he the said Thadevada Goonniah 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 Thadevada Sonnarayo to pay him the said last mentioned Sum of Money when he the said Thadevada Goonniah should be thereto afterwards requested. And Whereas also the said Thadevada Goonniah afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Thadevada Sonnarayo in other Sum of One Thousand and five hundred Star Pagodas of like Current Money of Madras for so much Money by the said Thadevada Goonniah before that time had and received to the use of the said Thadevada Sonnarayo and being so indebted he the said Thadevada Goonniah 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 Thadevada Sonnarayo to pay him the said last mentioned Sum of Money when he the said Thadevada Goonniah should be thereto afterwards required. And Whereas also the said Thadevada Sonnarayo afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Thadevada Sonnarayo in other Sum of One Thousand and five hundred Star Pagodas of like Current Money of Madras for so much Money by the said Thadevada Goonniah before that time had and received to the use of the said Thadevada Sonnarayo and being so indebted he the said Thadevada Goonniah 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 Thadevada Sonnarayo to pay him the said last mentioned Sum of Money when he the said Thadevada Goonniah should be thereto afterwards required. And Whereas also the said Thadevada Goonniah afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Thadevada Sonnarayo of and concerning divers other Sums of Money before that time had and owing from the said Thadevada Goonniah to the said Thadevada Sonnarayo and then being in arrear and unpaid

And

unpaid and upon Wed accounting the said Thaledawara Gooruiah was then and there found to be in arrear and indebted to the said Thadenada Lamarayo in the further sum of One Thousand and five hundred Star Pagodas of like Current Money of Madras and being so found in arrear and indebted he the said Thaledawara Gooruiah in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then faithfully promised the said Thadenada Lamarayo to pay him the said last mentioned Sum of Money when he the said Thaledawara Gooruiah should be thereto afterwards requested. Yet the said Thaledawara Gooruiah not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Thadenada Lamarayo 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 Thadenada Lamarayo although he to do he the said Thaledawara Gooruiah was requested by the said Thadenada Lamarayo 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 Thadenada Lamarayo he the said Thaledawara Gooruiah hath hitherto wholly refused and still doth refuse to the damage

of

No. 78

Fourth Term. A.D.

of the said Thadenada Somanzo of One Thousand and 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 Nine in the said Supreme Court of Judicature at Madras, untill which Term the the said Thaledavana Goonniah had leave to impare to the said Plaint and then to answer the same came as well the said Thadenada Somanzo by his said Attorney as the said Thaledavana Goonniah by his said Attorney, and the said Thaledavana Defends the Wrong and Injury when &c and says that he did not undertake and promise in manner and form as the said Thadenada Somanzo hath above thereof complained against him and of this he puts himself upon the Court &c.

And afterwards that is to say that on the Second Day in the Year One Thousand Eight Hundred and Ten the Parties aforesaid by their Attornies aforesaid and thereupon the said Thadenada Somanzo as to the said Plea of the Thaledavana Goonniah by him above pleaded in bar thereof he hath put himself upon the Court doth do likewise &c.

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 Fourteenth day of [illegible] in this Term comes the said Thaledavana [illegible]



1780

Judgment Roll

Term 24

said Attorney And the said Thodena Somarazoo although
solemnly called comes not And it appearing to the Court
of our said Lord the King now here that the said Thodena
Somarazoo hath Neglected to bring the ifone above named
on to be tried according to the Course and practice of the
said Court Therefore according to the form of the Statute in
in such Case made and provided It is considered &c
that the said Thodena Somarazoo take Nothing by his said
Plaint but that he and his Pledges to prosecute be in
Mercy &c and that the said Thaledawara Gonniah go &c
thereof without day and it is further considered that the said
Thaledawara Gonniah recover against the said Thodena
Somarazoo for the Costs and Charges of the said Thaledawara
Gonniah laid out by him about his defence in this behalf the sum
of One hundred and four Pagodas and Twenty Nine Fanams
by the Court here Adjudged to the said Thaledawara Gonniah and
with his assent And that the said Thaledawara Gonniah
have execution thereof &c

Fourth Term 1810

No. 78

Fourth Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year One Thousand Eight hundred and Ten. –

Madras to Wit. Pummel Arrnagoum Moodeliar puts in his place Gilbert Richetts his Attorney against Authepailly Balagoorooapah Chitty in a Plea of Debt. –

Madras to Wit. The said Authepailly Balagoorooapah Chitty by his own person at the Suit of the said Pummel Arrnagoum Moodeliar in the Plea aforesaid. –

Madras to Wit. Be it Remembered that in the Fourth Term in the Year One Thousand Eight Hundred and Nine before the Supreme Court of Judicature at Madras came Pummel Arrnagoum Moodeliar by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Authepailly Balagoorooapah Chitty in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Fourth Jan 1810

Plaintiff Debt
filed 14th Sept.r
1809 -

Madras to Wit Pursonel Arrnogum Moodeliar By Gilbert Roberts
his Attorney Complains of Authesully Balagoroovaspa
Chitty being a hindoo Inhabitant of Madras and as such
a Person liable to the Jurisdiction of this Honorable Court
of a Plea that he render to the said Pursonel Arrnogum
Moodeliar Four hundred Star Pagodas which he the said
Authesully Balagoroovaspa Chitty owes to and unjustly
detains from him For that whereas the said Authesully
Balagoroovaspa Chitty on the Twenty fourth day of March
in the Year one thousand Eight hundred and Nine at Madras
aforesaid by his certain writing obligatory sealed with the
Seal of him the said Authesully Balagoroovaspa Chitty and
to the Court now here Shewn the date whereof is the same
day and Year aforesaid acknowledged himself (by the
name and addition of Authesully Balagoroovaspa Chitty
of Madras) to be held and firmly bound to the said
Pursonel Arrnogum Moodeliar (by the name and
addition of Pursonel Arrnogum Moodr of the same place)
in the Penal Sum of Four hundred Star Pagodas to be paid
to the said Pursonel Arrnogum Moodeliar when he the
said Authesully Balagoroovaspa Chitty should be thereto
afterwards requested - Yet the said Authesully Balagoroovaspa
Chitty although often requested hath not yet paid the said
Sum of Four hundred Star Pagodas above demanded or

any

any part thereof to the said Ponja Sobarow of Madras but to pay the same or any part thereof Ponnumal Arrenaguem Moodelliar the Attorney complaining of Madras and as Balagoorooaspha Chitty hath hitherto wholly refused and still doth refuse to the damage of the said Ponnumal Arrenaguem Moodeliar of one hundred Star Pagodas and therefore he brings Suit &c.

Tried Espanke

And now in this Third Term in the Year of our Lord One thousand Eight hundred and Ten that is to say on the Twenty seventh day of July in that Year until which day was given as well to the said Ponnumal Arrenaguem Moodelliar as to the said Authespilly Balagoorooaspha Chitty to appear the Court of the premises cause the said Ponnumal Arrenaguem Moodelliar by his Attorney aforesaid and the said Authespilly Balagoorooaspha Chitty altho solemnly demanded came not nor did he say any thing in bar or preclusion of the said action of the said Ponnumal Arrenaguem Moodelliar whereby the said Ponnumal Arrenaguem Moodelliar remaining there undefended against the said Authespilly Balagoorooaspha Chitty and the Justices of this Court having heard the allegations of the said Ponnumal Arrenaguem Moodelliar and Examined the truth thereof

Judgment for the Plaintiff as prayed in the Libel

and

082

Plaintiffs Debt
filed 14th Sept.r
1809 -

Madras to Wit

Sheweth

Plaintiff mentioned is the Debt

aforesaid

Pursuant

Dec.r
1810 Gilb.t Ricketts

And

mercy

Court

1810

And hereupon the said Pummel Armogum Moodelliar by Gilbert Ricketts 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 Authepully Balagooroovappa Chitty to Satisfy the said Pummel Armogum Moodelliar of four hundred Star Pagodas for debt which the said Pummel Armogum Moodelliar hath recovered against the said Authepully Balagooroovappa Chitty and also One hundred and thirty two Pagodas and five fanams adjudged to the said Pummel

Ca. Sa. issued on the 14th day of Dec.r 1810

Fourth Term 1810

8256/

Pummel Arnogum Moodelliar. Roya Soobarow of Madras
he had sustained as well on acco Attorney complains of
detention of the said debt as for his to Madras and as
charges by him about his suit in that behalf e
expended - And it is granted unto him, Returnable here
on the fourteenth day of January Next. —

No 44

Fourth Sessn 1810

and duly considered the evidence produced on the part of the
said Pummul Armogum Moodelliar say that the said
writing obligatory in the said Plaint mentioned is the Deed
of the said Authepully Balogooroovappa Chitty in manner
and forme as the said Pummul Armogum Moodelliar
hath above in that behalf alledged. Therefore it is considered that
the said Pummul Armogum Moodelliar do Recover against
the said Authepully Balogooroovappa Chitty his said debt &
and also one hundred and Ninety three Pagodas and five
fanams for his Costs and Charges by the Court now here
adjudged to the said Pummul Armogum Moodelliar and
with his assent, and the said Authepully Balogooroovappa
Chitty in Mercy &c.

Judgment signed for the Plaintiff 12 December 14.. 1810 Gilbt Ricketts

mercy

And hereupon the said Pummul Armogum
Moodelliar by Gilbert Ricketts 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 Authepully
Balogooroovappa Chitty to Satisfy the said Pummul
Armogum Moodelliar of four hundred Star Pagodas
for debt which the said Pummul Armogum Moodelliar
hath Recovered against the said Authepully Balogooroova=
=ppha Chitty and also One hundred and Ninety three
Pagodas and five fanams adjudged to the said

Ca. Sa. issued on the 14 day of Decr 1810

Pummul

No 79

Fourth Term 1810

8858

Pummel Arnogum Moodelliar. Roya Sabaroms of Madras
he had sustained as well on occa- Attorney complains of
detention of the said debt as for his to- Madras and as
Charges by him about his suit in that behalf
expended. And it is granted unto him, Returnable here
on the fourteenth day of January Next. —

5~86

Fourth Term 1810

Held before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year One thousand Eight Hundred and Ten. —

Fort St George Madras } Ss. Raya Soobarayo puts in his place Jeremy Disney his Attorney against Ponnah Pillay in a Plea of Trespass on the case. —

Fort St George Madras } Ss. The said Ponnah Pillay puts in his place Gilbert Pickells his Attorney at the Suit of the said Raya Soobarayo in the Plea aforesaid. —

Fort St George Madras } Ss. Be it Remembered that in the Fourth Term in the Year one thousand Eight hundred and Eight before the Supreme Court of Judicature at Madras came Raya Soobarayo by Jeremy Disney his Attorney and brought into the said Court then there his Certain Plaint against Ponnah 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 followed in these Words that is to say It

Fort St George

W. B.

Fourth Term 1810

8561

Plaintiffs assumpsit filed 9. April 1808 -

Fort St George Madras ss. Roya Soobaroo of Madras Inhabitant by Formes Disney his Attorney complains of Pannah Spilley being an Hindoo Inhabitant of Madras and as such liable to the jurisdiction of this Honble Court. For that Whereas the said Pannah Spilley heretofore to wit on the Eighth day of June in the Year One thousand and eight hundred at Madras aforesaid made his certain Note in writing in the Persian Language according to the Laws and customs of such Hindoo Natives of India, bearing date the same day and year aforesaid, and then and there delivered the said Note in writing to the said Roya Soobaroo, by which said Note in writing he the said Pannah Spilley acknowledged to have received of the said Roya Soobaroo as a loan the sum of Three hundred Star Pagodas, which sum, he the said Pannah Spilley did thereby engage to repay to the said Roya Soobaroo in two Months with all such interest as should or might become due thereon at the rate of Twelve per Cent per Annum. By reason whereof and according to the Laws and customs of the Hindoo Natives of India he the said Pannah Spilley then and there became liable to pay to the said Roya Soobaroo 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 Pannah Spilley in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then

and

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and there faithfully promised the said Roya Sobanoo
to pay him the said Sum of money in the aforesaid Note
contained according to the tenor and effect of the said Note.
And Whereas also the said Pannah pillay afterwards
viz on the same day and year aforesaid at Madras aforesaid was
indebted to the said Roya Soba Row in other Five hundred star
pagodas of like lawful money of Madras aforesaid for so much
money by the said Roya Soba Row before that time lent and
advanced to the said Pannah pillay at his special instance or
and request. And being so indebted he the said Pannah
pillay in consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid unto
him and there faithfully promised the said Roya
Soba Row to pay him the last mentioned sum of money
when he should be thereunto afterwards requested. &
And Whereas also the said Pannah pillay afterwards
to wit on the same day and year aforesaid at Madras
aforesaid was indebted to the said Roya Soba Row in other
Five hundred Star pagodas of current money of Madras
aforesaid for so much money by the said Pannah
pillay before that time lent and received to and for
use of the said Roya Soba Row And being so
indebted he the said Pannah pillay in consideration
thereof afterwards to wit on the same day and
year

W. B

year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Roya Soobatten to pay unto the said last mentioned sums of money when he should be thereunto afterwards requested. - And Whereas also the said Pennah Pilley afterwards to wit on the day and year last mentioned at Madras aforesaid accounted together with the said Roya Soobatten of and concerning divers other sums of money before that time due and owing from the said Pennah Pilley unto the said Roya Soobatten and then and there in arrear and unpaid, and upon that account the said Pennah Pilley was then and there found in arrear and indebted to the said Roya Soobatten in other five hundred star pagodas of like lawful money of Madras aforesaid. And being so found in arrear and indebted unto said Pennah Pilley 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 Roya Soobatten to pay unto the said last mentioned sums of money when he should be thereunto afterwards requested. - Yet the said Pennah Pilley not regarding his several promises and undertakings so by him in manner and form aforesaid made, but contriving and fraudulently intending craftily and subtilely to deceive and defraud the said Roya Soobatten in this particular, hath not yet paid the several sums of money aforesaid

to

590

Fourth Term 1810

or any part thereof to the said Roya Sobarroo although often requested &c to do, but to pay the same or any part thereof to the said Roya Sobarroo he the said Pennah Pelley hath hitherto wholly refused and still doth refuse to the said Roya Sobarroo his damage of Six hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the Fourth Term of the said Year One Thousand Eight hundred and Eight in the said Supreme Court of Judicature at Madras until &c which Term the said Pennah Pelley had leave to imparl &c to the said Plaint and then to answer the same come as well the said Roya Sobarroo by his said Attorney as the said Pennah Pelley by his said Attorney and the said Pennah Pelley defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Roya Sobarroo hath above thereof &c complained against him &c of this he puts himself upon the Court &c.

imparlance

Rea'd filed 27. Sept. 1808

And the said Roya Sobarroo by Strange &c Dinney his Attorney doth the like.

And now in this Third Term in the Year One Thousand Eight Hundred and Nine that is to say on the Third day of August in this Year until which day came as well the said Roya Sobarroo as the said Pennah Pelley to inform the Court of the Premises upon &c and

Parties

No 80

D.

Parties by their respective } before the Honble Sir Thomas
Justices having heard the allegance Knight Chief Justice
parties and examined the truth thereof Francis Macnaghten
the evidence produced on both sides agreed amongst His Majesty's
upon the Verdict to be given of and upon the premises in Madras
which the said Raya Sobarayo being solemnly called comes
not nor does he further prosecute his said Plaint against
the said Ponnah Pillay Therefore according to the form of the
Statute in such case made and provided it is considered
that the said Raya Sobarayo take nothing by his said Plaint
but that he and his pledges to prosecute be in Mercy &c and
that the said Ponnah Pillay do go thereof without day and it is
further considered by the Court here that the said Ponnah
Pillay do recover against the said Raya Sobarayo One Hundred
and fifty one Pagodas for his costs and charges by him
said and about his defence in that behalf by the Court now
here adjud[ged] the said Ponnah Pillay and with his assent
according to the form of the Statute in such case made and
provided [that] the said Ponnah Pillay have execution
thereof &c

No. 80

Fourth Term 1810

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term of the Year One thousand Eight Hundred and Ten

Fort St George } Madras } ss Maambakum Rungaya Naicooloo and Ramasawmy put in their place Joseph Disney their Attorney against Tolasy Unnmah widow in a Plea of Debt.

Fort St George } Madras } ss The said Tolasy Unnmah in her own person at the suit of the Maambakum Rungaya Naicoolo and Ramasawmy in the aforesaid.

Fort St George } Madras } ss Be it Remembered that in the Vacation after Fourth Term in the [illegible] One thousand Eight hundred and ten before the [illegible] Court of Judicature at Madras came Maambakum Rungaya Naicoolo and Ramasawmy by Joseph Disney their Attorney and brought into the said Court then there their certain Bill against Tolasy Unnmah in a Plea of Debt and there also Pledges for the prosecution to wit John Doe and Richard Roe which said Bill followed in these words that is to say Fort St George

No. 81

Plaintiffs Debt filed 19 Dec.r 1810

Fort St. George Madras ss Mannbalaum Rungaya Naicoolo and Rannadanny by Thomas Dinny their Attorney complain of Tolasy Unnanah widow being a Hindo Inhabitant of Madras and as such liable to the jurisdiction of this Honble Court of a Plea that she render to them the said Mannbalaum Rungaya Naicoolo and Rannadanny Forty Five Thousand One hundred and twenty Star Pagodas which she the said Tolasy Unnanah owes to and unjustly detaines from them For that Whereas the said Tolasy Unnanah heretofore to wit on the Thirtieth day of September in the Year of Christs One Thousand eight hundred and nine at Madras aforesaid by her certain writing obligatory Sealed with the Seal of the said Tolasy Unnanah and to the Court now here shown, the date whereof is on the day and year aforesaid acknowledged herself to be held and stedfastly bound unto the said Mannbalaum Rungaya Naicoolo and Rannadanny in the sum of Five Thousand One hundred and twenty Star Pagodas to be paid to the said Mannbalaum Rungaya Naicoolo and Rannadanny when she the said Tolasy Unnanah should be thereunto afterwards requested. Yet the said Tolasy Unnanah although often requested to pay the same hath not yet paid

the

W. 81

the said Sum of Five thousand One hundred and twenty Star
Pagodas above demanded or any part thereof to the said
Maumbalum Rungaya Naicoolo and Ramasawmy but
to pay the same or any part thereof the the said Talavy
Vannaly hath hitherto wholly refused and still refuses so to
do to the said Maumbalum Rungaya Naicoolo and
Ramasawmy their damage of One hundred Star Pa-
godas and therefore they bring their suit &c.

Judgment by Confession or Default

And the said Talavy Vannaly by Williams his
Sight her Attorney comes and defends the wrong and
injury when &c. And says nothing in her proclamation
of the said Action of the said Maumbalum Rungaya
Naicoolo and Ramasawmy is hereby the said Maumba-
lum Rungaya Naicoolo and Ramasawmy as
therein undefended against the said Talavy
Vannaly before it is considered that the said
Maumbalum Rungaya Naicoolo and Ramasawmy
do recover the said Talavy Vannaly their said
debt and Fifty Seven Pagodas and Four Fanams
for their damages which they have sustained as well
on occasion of the detainment of the said debt as for their
costs and charges by them about their suit in this behalf &c.
expended &c. The said Court now here adjudge to the said

Judgment signed for the Plaintiff 19. Decr 1810

Maumbalum

Wm Ellis

Mambalum Rungaya Naicoloo and Ramasawmy and
Mercy with their assent and the said Tolasy Ummah in mercy &c.

And hereupon the said Mambalum Rungaya Naicoloo and Ramasawmy by Jeanes Disney their Attorney pray 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 Tolasy Ummah within the Jurisdiction of this Court aforesaid by Seizure and if it be Necessary by Sale thereof the sum of five thousand One hundred and twenty Star Pagodas for debt, which the said Mambalum Rungaya Naicoloo and Ramasawmy recovered against the said Tolasy Ummah and also fifty Seven Pagodas four fanams adjudged to the said Mambalum Rungaya Naicoloo and Ramasawmy for their damages which they had Sustained as well occasion of the detention of the said debt as for their Costs and Charges

P. P.

Court R. Bruce &c

Charges by them about their Suit in that behalf
Writ of Fi. Fa. issued suspended. And it is granted unto them Returnable
against the Defendants
Goods 19 Dec. here on the Second day of February Next. —
1819

