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Stoñle Sir Thomas
Knight Chief Justice
Francis Macnaghten
The Stoñle Sir John
olt, Knight Puisne Justices
rajesty's Supreme Court of
ne at Madras of the First
the year One thousand
hundred and Eleven.—

puts in his place Townes
inst Sakoo Mhommed and Shake
ba of Trespass on the case.

Mhommed and Shake Sudam Sa
at the suit of the said Vin
aforesaid.—

the Fourth Term



First Term 1811

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 First Term of the year One thousand Eight hundred and Eleven.-

Fort St George } Vinkappa Moodelliar puts in his place Townes
Madras ss } Disney his Attorney against Sakoo Ahommed and Shake Audam Sail in a Plea of Trespass on the case.

Fort St George } The said Sakoo Ahommed and Shake Audam Sail
Madras ss } in their proper person at the suit of the said Vinkappa Moodelliar in the Plea aforesaid -

Fort St George } Be it remembered that in the Fourth Term in
Madras ss } the year One thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Vinkappah Moodelliar by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against Sakoo Ahommed and Sake Audam Sail 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

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Plaint in Assumpsit Filed 19 Sept. 1811.

First Writ Stiles Hooker & Ninenspa Moodelliar by &c
Frances Dewey his Attorney complains of Sahoo Ahammed and
Sahib Audarow Sahib being respectively Mahommedan Inhabitants
of Madras and as such subject to the Jurisdiction of this
Honorable Court &c in plea of trespass on the case, For that &c
Whereas the said Sahoo Ahammed and Sahib Audarow Sahib
heretofore to wit on the fourth day of January in the year of
Christ One thousand Eight Hundred and Nine at Madras
aforesaid made their certain Note in Writing in the Malabar
language their own proper hands being thereunto respectively
subscribed bearing date the same day and year aforesaid &
and there and there delivered the said Note to the said
Ninenspa Moodelliar by which said Note they the said Sahoo
Ahammed and Sahib Audarow (by the names and description
of Sahoo Ahammed Nanna Son of Sahib Meer Sahib and Sahib
Audarow Sahib Son of Maunicavelebby of Madras) Acknowledge
to have borrowed and received of the said Ninenspa
Moodelliar (by the Name and description of Ninenspa
Moodelliar Son of Tolkady Mootheenspa Moodelliar of the same
place) the Sum of Six Hundred and fifty Star Pagodas
current Money of Madras which sum the said Sahoo
Ahammed and Sahib Audarow Sahib did thereby engage to repay
to the said Ninenspa Moodelliar on or before the Thirtieth day
of June then next ensuing with all such interest as should or
might become due thereon at the rate of twelve per Cent per
Annum By reason whereof the said Sahoo Ahammed and Sahib

Audam Saib became liable to pay to the said Ninaappa Modelliar
The said Sum of money in the said Note specified According to the
tenor and effect of the said Note And being so liable they the said
Sahoo Ahammed and Sahe Audam Saib in consideration Of
thereof Afterwards to wit on the same day and Year aforesaid at
Madras aforesaid undertook and then and there faithfully promised
the said Ninaappa 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 Sahoo Ahammed
and Sahe Audam Saib afterwards to wit on the third day of July
in the year aforesaid at Madras aforesaid were indebted to the
said Ninaappa Modelliar in the Sum of One thousand
& Three Hundred Star Pagodas of the lawful Current Money
of Madras for so much Money by the said Ninaappa Modelliar
before that time lent and advanced to the said Sahoo Ahammed
and Sahe Audam Saib and at their special instance and
request And being so indebted they the said Sahoo Ahammed
and Sahe Audam Saib in consideration thereof afterwards &
wit on the same day and Year last aforesaid at Madras
aforesaid undertook and then and there faithfully promised
the said Ninaappa Modelliar to pay him the said last
mentioned Sum of Money when they the said Sahoo
Ahammed and Sahe Audam Saib should be thereunto
afterwards requested And Whereas also the said Sahoo
Ahammed and Sahe Audam Saib afterwards to wit on

the same day and Year last aforesaid at Madras aforesaid were indebted to the said Ninecappa Moodelliar in other One Thousand and Three Hundred Star Pagodas of the like lawful Current Money of Madras aforesaid for so much Money by the said Sahoo Ahommed and Sahe Audaun Saib before that time had and received to and for the use of the said Ninecappa Moodelliar And being so indebted they the said Sahoo Ahommed and Sahe Audaun 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 Ninecappa Moodelliar to pay him the said last mentioned Sum of Money When they the said Sahoo Ahommed and Sahe Audaun Saib should be thereunto afterwards requested And Whereas also the said Sahoo Ahommed and Sahe Audaun Saib afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Ninecappa Moodelliar of and concerning divers Sums of Money before that time due and owing from the said Sahoo Ahommed and Sahe Audaun Saib to the said Ninecappa Moodelliar And then being in arrear and unpaid and upon that accounting the said Sahoo Ahommed and Sahe Audaun Saib were then and there found to be in arrear and indebted to the said Ninecappa Moodelliar in other One Thousand and Three

Hundred Star Pagodas of the like lawful current Money
of Madras aforesaid And being so found in arrear and
indebted they the said Sahoo Ahommed and Sahe Audaun
Saib in consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid undertook
took and then and there faithfully promised the said
Nineappa Moodelliar to pay unto the said last mentioned
Sum of Money when they the said Sahoo Ahommed and
Sahe Audaun Saib should be thereunto afterwards requested Yet
the said Sahoo Ahommed and Sahe Audaun Saib 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 Nineappa Moodelliar on 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
Nineappa Moodelliar Although so to do they the said Sahoo
Ahommed and Sahe Audaun Saib have and each of them have
by the said Nineappa Moodelliar afterwards to wit on the same
day and year last aforesaid and often times afterwards at
Madras aforesaid requested, but to pay the same or any of them
or any part thereof to the said Nineappa Moodelliar they the
said Sahoo Ahommed and Sahe Audaun Saib have and
each of them hath hitherto wholly refused and still
refuse

refuse to the damage of the said Nieuwpoort Modellian &
of One thousand and three hundred Star Pagodas and
therefore he brings Suit &c.

Judgment by Confession

And the said Lahoo Ahommed and Lahe Andaan
Saib by William Leight their Attorney come and defend the
wrong and injury when &c and say that they cannot deny the
said action of the said Nieuwpoort Modellian now but that they the
said Lahoo Ahommed and Lahe Andaan Saib did undertake and
promise in manner and form as the said Nieuwpoort
Modellian hath above thereof complained against them, nor
but that the said Nieuwpoort Modellian hath sustained
damages on occasion of the Non performance of the said several
promises and undertakings in the said Plaint mentioned
to Eight hundred and fourteen pagodas and five fanams
as by the said Plaint is above supposed and hereupon the said
Nieuwpoort Modellian prays Judgment and his damages
acknowledged together with his costs and charges by him
about his suit in this behalf expended to be adjudged to him &c

Judgment Signed Twelfth day of May 1811. J Williams Dy Provost

Wherefore it is considered that the said Nieuwpoort Modellian
do recover against the said Lahoo Ahommed and Lahe Andaan
said his damages aforesaid amounting to Eight hundred and
fourteen pagodas and five fanams inforce aforesaid
acknowledged. and also One hundred and forty nine pagodas and
four fanams for his said costs and charges by the Court now here
adjudged to the said Nieuwpoort Modellian and with his

aforesd, which said damages costs and charges in the whole a-
mount to Nine hundred and Sixty three Pagodas and Nine
fanams And the said Sahoo Ahammed and Shake Audam
Marcy. in Mercy &c.

And Thereupon the said Nineappa
Moodelliar by Townes Disney his Attorney prays the
Writ of our Lord the King of Fiire 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 Sahoo
Ahammed and Shake Audam within the jurisdiction
of this Court by Seizure and if it be necessary
by sale thereof the sum of Nine hundred and
Sixty three Pagodas and Nine fanams which
the said Nineappa Moodelliar Recovered against
the said Sahoo Ahammed and Shake Audam for
damages which he hath Sustained as well on
occasion of the Non-performance of Certain promises
and undertakings lately made by the said Sahoo
Ahammed and Shake Audam to the said Nineappa

Moodelliar

First Term 1811 —

Moodellian as for costs and charges by him
about his suit in that behalf expended - And it is
granted unto him returnable here on the Twenty
sixth day of February Next. —

Writ of Fi Fa
issued on the
12th. day of February
1811.

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 First Term of the year — One thousand Eight hundred and Eleven. —

Madras ss Lingola Vanugopaloo Chitty puts in his place Robert Orme his Attorney against Andipillee Ballagoorroovapah in a Plea of Trespass on the Case. —

Madras ss The said Andipillee Ballagoorroovapah in his own proper person at the suit of the said Lingola Vanugo= =paloo Chitty in the Plea aforesaid. —

Madras ss Be it remembered that as of the Fourth Term in the year one thousand eight hundred and ten before the Supreme Court of Judicature at Madras came Lingola Vanugopalloo Chitty by Robert Orme Attorney and brought into the said Court then the his certain Plaint against Andipillee Ballagoorroov in a Plea of Trespass on the case and there a= Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

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First Term 1811.

Plaint in Assumpsit
Filed 16th January
1812.

Madras ff. Lingola Vanugopaloo Chitty by &c
Robert Orme his attorney Complains of Audepillee &
Ballagoorooviapah being an Hindoo Inhabitant of Madras
and as such subject to the Jurisdiction of this Honble Court
For that Whereas the said Audepillee Ballagoorooviapah &
heretofore to wit on the twenty sixth day of December in the
year of Christ One thousand eight hundred and ten at
Madras aforesaid made his certain Note in writing commonly
called a promissory Note his own proper hand being thereunto &
subscribed bearing date the day and year aforesaid and there
and there delivered the said Note to the said Lingola Vanu-
gopaloo Chitty whereby the said Audepillee Ballagoorooviap-
pah acknowledged that he had borrowed and received from
the said Lingola Vanugopaloo Chitty the Sum of Three &
thousand two hundred and fifty Star Pagodas payable to &
him the said Lingola Vanugopaloo Chitty or his order on a
demand with Nine per Cent Interest per Annum By &
reason whereof and by force of the Statute in such case made
and provided the said Audepillee Ballagoorooviapah became
liable to pay to the said Lingola Vanugopaloo Chitty 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 being so liable he the said Audepillee Ballag-
oorooviapah 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

said Lingola Vanugopaloo Chitty to pay him 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 Andepillee Ballagoorooapah afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Lingola Vanugopaloo Chitty in the further Sum of Six thousand Star Pagodas of the Current Money of Madras for so much money by the said Lingola Vanugopaloo Chitty before that time lent and Advanced to the said Andepillee Ballagoorooapah and at his special instance and Request and being so indebted he the said Andepillee Ballagoorooapah 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 Lingola Vanugopaloo Chitty to pay him the said last mentioned Sum of money when he the said Andepillee Ballagoorooapah should be thereunto afterwards requested Yet the said Andepillee Ballagoorooapah not regarding his said Several Promises and undertakings so by him made in manner and form aforesaid but continuing and fraudulently intending craftily and subtilly to deceive and defraud the said Lingola Vanugopaloo Chetty in this behalf hath not yet paid the said several Sums of money or either of them or any part thereof but so to do he the said Andepillee Ballagoorooapah

First Term 1811 –

requested by the said Lingola Vanugopaloo Chitty to – wit on the same day and year aforesaid and often – afterwards to wit at Madras aforesaid / But the said Andepillee Pallagoroovapah to pay the same or – any part thereof to the said Lingola Vanugopaloo – Chitty hath hitherto wholly refused and still doth refuse to the damage of the said Lingola Vanugopaloo Chitty – of Six thousand Star Pagodas and therefore he brings – Suit &c. –

Judgment by Confession

And now at this day that is to say on the Twenty – third day of January in this same term the said Andepillee – Pallagoroovapah in his own person comes and says that he – cannot deny the said Action of the said Lingola Vanugopaloo Chitty nor but that he the said Andepillee Pallagoroovapah did undertake and promise in manner and form as the said Lingola Vanugopaloo Chitty hath above thereof complained against him, nor but that he the said Lingola Vanugopaloo Chetty hath sustained damages by occasion of the non performance – of the said several promises and undertakings to Six – thousand Star Pagodas as he the said Lingola Vanugo – paloo Chitty hath above in his said Plaint supposed and thereupon the said Lingola Vanugopaloo Chitty prays that the said damages so acknowledged together with his – Expences and Costs laid out by him about his Suit in this behalf may be Adjudged to him &c. Wherefore it is Considered that the said Lingola Vanugopaulos Chitty recover – Against –

ment signed for
the
day of Feby.
Williams
Prothy

Against the said Andepillee Ballagoroovapah his damages
aforesaid so by him sworn aforesaid Acknowledged and
also Fifty Eight Pagodas and fourteen Fanams for his
Costs and Charges by the Court here Adjudged to the said
Langola Vamegopauloo Chitty by his Assent which said
damages in the Whole Amount to Six Thousand and
fifty Eight Pagodas and fourteen Fanams and the said
Andepillee Ballagoroovapah in Mercy &c.a

Mercy

14 First Term 1811—

Pleas before the Honble Sir Thomas — Andrew Strange Knight Chief Justice The Honble Sir Francis Maenaghten Knight, and the Honble Sir John Henry Newbolt, Knight Puisne — Justices of His Majesty's Supreme — Court of Judicature at Madras of the First Term of the year One thousand Eight hundred and Eleven. —

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

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

Fort St. George } Madras to wit } Be it remembered that in the Vacation of the Fourth Term in the year 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 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

Fort St. George

Plaint in Ejectment filed 4th Dec. 1810.

Fort Saint George Madras to wit John Doe by William Light his Attorney Complains of Alwar Iyer being an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court For that Whereas Mootoosperumaul Moodeliar heretofore to wit on the Seventeenth day of July 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 Summy 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 and Ten Thousand Cawnies of Waste Ground with the Appurtenances thereunto belonging Situate lying and being in Indian Pettah 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 Seventeenth day of July 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 said Premises with the Appurtenances and

No 3. was

were possessed thereof until the said Hussun Iyer afterwards to wit on the Eighteenth day of the said month of July 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 them and there Ejected drove out and amove the said John Doe from his said farm his said Term therein not being yet ended and him the said John Doe Ejected drove out and Amoved hath kept out and still doth keep 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.

Judgment against the casual Ejector for want of a Plea by Order of Court of the 12th. Febry 1811.

And Now in the First Term in the year of Our Lord One thousand eight hundred and eleven that is to say on the Twelfth day of February until which day was given the said Richard Roe to answer the said Plaint and then and there to answer the same come as well the said John Doe by his Attorney aforesaid as the said Richard Roe in his proper Person and the said Richard Roe defends the force and injury when &c. And says Nothing in bar or preclusion of the said action of the said John

Doe

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Doe on the demise of the said John Doe remaining therein &c
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 &c
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 &c
Costs and Charges as might or ought to be adjudged to him
the said John Doe by reason of the trespass and Ejectment
aforesaid Therefore let the said Richard Roe be acquitted of
those Damages Costs and Charges &c and thereupon the
said John Doe prays the 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 25. day of February instant

Judgment signed the 18th day of Feby 1811
J. Williams Dep Prothy

Writ of Possession issued 18th February 1811.

no. 3

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First Term 1811 -

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 First Term of the year One thousand Eight hundred and Eleven -

Fort St. George } Richard Arthur Maitland acting Executor of
Madras to wit } Benjamin Roebuck Esqr. deceased puts in his Place -
William Light his Attorney against William Hogg in
a Plea of Debt -

Fort St. George } The said William Hogg puts in his place Fownes Disney
Madras to wit } his Attorney at the suit of the said Richard Arthur Maitland in the Plea aforesaid. -

Fort St. George } Be it Remembered that in the Second Term in the year
Madras to wit } of our Lord One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Richard Arthur Maitland by William Light his Attorney and brought into the said Court then there his certain Plaint against William Hogg 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

W. A.

Paint in Debt filed 23d March 1810 —

Fort Saint George Madras to wit Richard Arthur Maitland Acting Executor of Benjamin Roebuck Esquire Deceased by William Light his Attorney Complains of William Hogg a British Subject and as such a Person subject to the Jurisdiction of this Honorable Court of a Plea that the said William Hogg do render unto him the said Richard Arthur Maitland acting Executor of Benjamin Roebuck Esquire the Sum of Nineteen Thousand and three hundred and Six Star Pagodas which he owes to and unjustly detains from him For that Whereas the said William Hogg heretofore to wit on the Sixteenth day of December in the Year of our Lord One Thousand Eight Hundred and Nine at Madras aforesaid by his certain writing obligatory sealed with the seal of the said William Hogg and to the Court now shewn the date whereof is on the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Richard Arthur Maitland acting Executor of Benjamin Roebuck Esquire in the said Sum of Nineteen thousand three hundred and Six Star Pagodas to be paid to the said Richard Arthur Maitland acting Executor of Benjamin Roebuck Esquire when he the said William Hogg should be thereunto afterwards requested yet the said William Hogg although often requested to pay the same hath not yet paid the said Sum of Nineteen thousand three hundred and Six Star Pagodas above demanded or any Part thereof to the said Richard Arthur

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Arthur Maitland acting Executor of Benjamin Roebuck Esquire to pay the same or any part thereof to the said Richard Arthur Maitland acting Executor of Benjamin Roebuck Esquire he the said William Hogg hath hitherto wholly refused and still doth refuse to the said Richard Arthur Maitland acting Executor of Benjamin Roebuck Esquire his damage of One hundred Pounds and he therefore brings his Suit &c.

Plea filed 4th April 1810.

And afterwards to wit in the same Second Term of the said Year One thousand eight hundred and ten the said William by Thomas Dickey his Attorney comes and defends the wrong and injury when &c. And says that the said Writing Obligatory in the said Plaint mentioned is not his Deed and of this he puts himself upon the Court &c.

Issue Joined

And the said Richard Arthur Maitland doth the like.

Judgment for the Plff. on a Verdict in debt.

Afterwards that is to say on the tenth day of April in the said Second Term of the said Year One thousand eight hundred and ten before the Justices of the Court here Come the parties aforesaid by their Attornies aforesaid and the said Justices having examined and considered the several allegations of the said parties and the Depositions of Witnesses in regard thereto it appears to the Court that the said Writing Obligatory in the said Plaint of the said Richard Arthur Maitland mentioned is the Deed of the said William Hogg and that the said

William

Williams Stogg doth owe to and detain from the said Richard
Arthur Maitland as such Executor of the said Benjamin
Roebuck deceased the Sum of Nineteen Thousand three hundred and
Six Star Pagodas in manner and form as the said Richard Arthur
Maitland hath above thereof Complained against him It is therefore
Adjudged by the Court that the said Richard Arthur Maitland as
such Executor as aforesaid do recover against the said William Stogg
his said Debt and also One Hundred and thirty one Pagodas and
Nine Fanams for his Damages which he hath Sustained as well
by occasion of the detaining the said Debt as for his Costs
and Charges by him laid out about his Suit in this behalf
by the Court here adjudged to the said Richard Arthur
Maitland and with his assent and let the said William
Stogg immediately as he hath denied it and be taken &c

Judgment signed for the Plaintiff the 25th day of February 1811.
J. Williams Dy. Pothy

And thereupon the said Richard Arthur Maitland by William Light 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 William Stogg within the Jurisdiction of this Court by Seizure and if it be necessary by sale thereof the sum of Ten thousand Eight hundred and Eighty five Pagodas Nineteen Fanams

and

and Sixty Cash which the said Richard Arthur Maitland Recovered against the said William Stogg for damages which he hath Sustained as well by means of the Non performance of Certain promises and undertakings lately made by the said William Stogg to the said Richard Arthur Maitland as for Costs and Charges by him about his Suit in that behalf expended - And Writ of Fi Fa issues it is granted unto him Returnable here on the on the 4th May 1811 - fourth day of June Next -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir John Henry Newbolt Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the First Term of the year One thousand eight hundred and Eleven.—

Fort St. George, Madras ss. } Aroonachellum Moodelliar and Appavoo Sons and personal Representatives of Teruvalacany Sandrappa Moodelliar deceased joint in their place Townes Disney their Attorney — against Pasoopoolaty Sawmy Naick in a Plea of Trespass on the case.

Fort St. George, Madras ss. } The said Pasoopoolaty Sawmy Naick in his own proper person at the suit of the said Aroonachellum Moodelliar and Appavoo as the Representatives as aforesaid 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 Aroonachellum Moodelliar and Appavoo as the Representative as aforesaid by Townes Disney their Attorney and brought into the said Court then there their certain Plaint against Pasoopoolaty Sawmy Naick in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say.—

Plaint in Assumpsit filed 10th July 1810.

Fort St George Madras ss Swamichetturu Moodelliar and Nepheuvoo the Sons and personal Representatives of Terumala-
=cauny Sundrapa Moodelliar deceased according to the laws and
customs of the Hindoo Natives of India by Power of Attorney
their Attorney complain of Pasupoolaty Lawany Naick being a
Hindoo Inhabitant of Madras and as such subject to the jurisdic-
tion of this Honble Court in a plea of trespass on the case For that
Whereas the said Pasupoolaty Lawany Naick heretofore to wit on the
Twenty eighth day of April in the Year of Christ One thousand eight
hundred and five at Madras aforesaid made his certain Note in
writing in the Malabar language according to the laws and customs of
such Hindoo Natives of India his own proper hand being thereunto
subscribed bearing date the same day and Year aforesaid
and then and there delivered the said Note to the said Terumu-
=lacauny Sundrapa Moodelliar in his life time by which said
Note he the said Pasupoolaty Lawany Naick acknowledged to
have borrowed and received of the said Terumalacauny Sundrapa
Moodelliar the Sum of Four hundred Star Pagodas Current
money of Madras which Sum the said Pasupoolaty Lawany
Naick did thereby engage to repay to the said Terumalacauny
Sundrapa Moodelliar on demand with all such interest as
should or might become due thereon at the rate of Ten and a half
per Cent per Annum Reg Year whereof and by force of the
laws and customs of such Hindoo Natives of India the said

No 5

Pasupool

Passoopoolaty Sawmy Naick became liable to pay to the said Terruvalacamy Sandrappa Modelliar in his life time the said Sum of Money in the said Note specified with Interest at the rate aforesaid when he the said Passoopoolaty Sawmy Naick should be thereto afterwards requested. And being so liable he the said Passoopoolaty Sawmy Naick in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Terruvalacamy Sandrappa Modelliar in his life time to pay him the said Sum of money in the said Note specified with interest at the rate aforesaid when he the said Passoopoolaty Sawmy Naick should be thereto afterwards requested And Whereas also the said Passoopoolaty Sawmy Naick afterwards to wit on the Second day of May in the year aforesaid at Madras aforesaid was indebted to the said Terruvalacamy Sandrappa Modelliar in his life time in the Sum of One thousand Star Pagodas of the like lawful Current money of Madras aforesaid for so much money by the said Terruvalacamy Sandrappa Modelliar in his life time before that time lent and advanced to the said Passoopoolaty Sawmy Naick and at his special instance and request. And being so indebted he the said Passoopoolaty Sawmy Naick in consideration thereof afterwards to wit on the

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the same day and Year last aforesaid at Madras aforesaid &c undertook and then and there faithfully promised the said Terrivalacoory Sandrappa Modelliar in his life time to pay him the said last mentioned Sum of Money when he the said Pedroopoolaty Sawmy Naick should be thereunto afterwards requested. And Whereas also the said Pedroopoolaty Sawmy Naick afterwards to wit on the same day and Year last aforesaid at Madras aforesaid indebted to the said Terrivalacoory Sandrappa Modelliar in his life time in other One thousand Star pagodas of the like lawful Current money of Madras aforesaid for so much money by the said Pedroopoolaty Sawmy Naick before that time had and received to and for the use of the said Terrivalacoory Sandrappa Modelliar And being so indebted he the said Pedroopoolaty Sawmy Naick 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 Terrivalacoory Sandrappa Modelliar in his life time to pay him the said last mentioned Sum of money when he the said Pedroopoolaty Sawmy Naick should be thereunto afterwards requested. And Whereas also the said Pedroopoolaty Sawmy Naick afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Terrivalacoory Sandrappa Modelliar in his life time of and concerning divers Sums of money before that time due and owing from the said Pedroopoolaty Sawmy Naick to

the said Tennalacanny Sandrasspa Moodelliar and then being in
arrear and unpaid and upon that accounting the said Pasoopoolaty &
Sawmy Naick was then and there found to be in arrear and
indebted to the said Tennalacanny Sandrasspa Moodeliar in Pagoda
Star prigodas of the like lawful Current Money of Madras aforesaid
And being so found in arrear and indebted he the said Pasoopoolaty
Sawmy Naick 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 Tennalacanny
Sandrasspa Moodelliar in his life time to pay him the said
last mentioned Sum of money when he the said Pasoopoolaty
Sawmy Naick should be thereunto afterwards requested. Yet the
said Pasoopoolaty Sawmy Naick 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 Tennalacanny Sandras-
spa Moodelliar in his life time and the said Arroonachelleum
Moodelliar and Assignees personal Representatives as aforesaid
after the death of the said Tennalacanny Sandrasspa Moodelliar in
this behalf hath not paid the said several Sums of money or any
or either of them or any part thereof to the said Tennalacanny
Sandrasspa Moodelliar in his life time or to the said
Arroonachelleum Moodelliar and Assignees personal
Representatives as aforesaid after the death of the said Tennalacanny
Sandrasspa Moodelliar Although he the said Pasoopoolaty Sawmy

First Term 1811 –

Naick sons by the said Tennalacany Sandrappa Moodelliar in his life and by the said Arroonachellum Moodelliar and Appanwoo his personal Representatives as aforesaid after the death of the said Tennalacany Sandrappa Moodelliar often times requested to do to wit at Madras aforesaid but to pay the same or any of them or any part thereof to the said Tennalacany Sandrappa Moodelliar and Appanwoo personal Representatives as aforesaid after the death of the said Arroonachellum Moodelliar and Appanwoo but the said Pasoopoolaty Sammy Naick hath hitherto wholly refused and still refuses so to do to the damage of the said Arroonachellum Moodelliar and Appanwoo as such personal Representatives as aforesaid of One thousand Star pagodas and therefore they bring their Suit &c. –

Judgment for the Plaintiffs on a Verdict in Assumpsit

And now in this First Term in the Year One thousand eight hundred and eleven that is to say on the second day of February to wit on which day was given as well to the said Arroonachellum Moodelliar and Appanwoo as to the said Pasoopoolaty Sammy Naick to inform the Court of the premises aforesaid and the said Pasoopoolaty Sammy Naick although solemnly demanded came not to answer nor did he say any thing in bar or preclusion of the said action of the said Arroonachellum Moodelliar and Appanwoo whereby the said Arroonachellum Moodelliar and Appanwoo remain thereon undefended –

against the said Pasoopoolaty Sawmy Naick and afterwards
to wit on the Twelfth day of February in the same Term
the Justices of the said Court having heard the Allegations
of the said Avoonachellum Modelliar and Appauvoo &
and examined the truth thereof and duly considered the
evidence produced on the part of the said Avoonachellum
Modelliar and Appauvoo in support of their said &
Allegations say that the said Pasoopoolaty Sawmy Naick
did undertake and promise in manner and form as the
said Avoonachellum Modelliar and Appauvoo as such
personal Representatives as aforesaid have in their said
Plaint in that behalf thereof alledged - and the Justices &
aforesaid assess the damages of the said Avoonachellum
Modelliar and Appauvoo by occasion of the not perform-
-ing the several promises and undertakings in the said &
Plaint of the said Avoonachellum Modelliar and Appauvoo
mentioned besides their Costs and Charges by them about
their Suit in this behalf expended to Five hundred and
thirty one Pagodas and fourteen fanams Therefore it is
considered that the said Avoonachellum Modelliar and
Appauvoo as such personal Representatives as aforesaid
do recover against the said Pasoopoolaty Sawmy Naick
their damages aforesaid in form aforesaid assessed and
also Two hundred and thirty six Pagodas and twenty

Judgment Signed for the Plaintiffs the 27th February 1811. J. Williams Dy Prothy.

seven fanams for their said Costs and Charges by the
Court now here adjudged to the said Arnachellum
Moodelliar and Appauvoo and with their assent which
said ~~said~~ damages costs and charges in the whole amount
to the Sum of Seven hundred and Sixty Seven Pagodas
and forty one fanams - And the said Pasapoolaty Sawmy
Naick in Mercy &c.

Mercy.

And hereupon the said Arnachellum
Moodelliar and Appauvoo Sons and personal
Representatives of Teruvalacany Sandrappa Moodelliar
deceased by Townes 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 Pasapoolaty Sawmy Naick within
the jurisdiction of this Court by Seizure
and if it be necessary by Sale thereof
the sum of Seven hundred and Sixty Seven
Pagodas & forty One fanams which the
said Arnachellum Moodelliar and Appauvoo
recovered against the said Pasapoolaty
Sawmy Naick for damages which

he

they hath sustained as well by Occasion of the Non performance of certain promises and undertakings lately made by the said Dasarpoolaly Savamy Naick to the said Arnachellum Moodelliar and Apparoo as for Costs and Charges by them about their suit in that behalf expended - And it is granted unto them Returnable here on the Twenty Seventh day of March Next.

Writ of Fi Fa. issued on the 27th Feby. 1811 -

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice & the Honble Sir Francis Macnaghten Knight. Puisne Justice of. Hes Majesty's Supreme Court of Judicature at Madras of the First Term of the year One thousand Eight hundred and Eleven. -

Madras to wit. Culloore Vencata Narrain Braminy puts in his plaice Daniel Neale his Attorney against Kirkby Dalrymple in a Plea of Debt. -

Madras to wit. The said Kirkby Dalrymple puts in his plaice Robert Orme his Attorney at the Suit of the said Culloore Vencata Narrain Braminy in the Plea aforesaids. -

Madras to wit. Be it remembered that as of the Third Term in the year One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Culloore Vencata Narrain Braminy by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Kirkby Dalrymple 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 filed 7th August 1809.

Madras to wit} Culloor Vencata Narrain Branmin by Daniel Neale his attorney complains of Thirkby & Dalrymple who is a British Subject and as such a person Amenable to the Jurisdiction of this Honorable Court Court of a Plea that the said Thirkby render to the said Vencata Narrain Four thousand Two hundred and Six Pagodas Twenty five Fanams and Sixty Cash of the lawful Current Money of Madras which the said Thirkby owes to and detains from the said Vencata Narrain - For that Whereas heretofore {to wit} on the Twenty fifth day of August in the Year of Christ One thousand Eight hundred and Four at Madras the said Thirkby 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 said Vencata Narrain in the said Four thousand Two hundred and Six Pagodas Twenty five Fanams and Sixty Cash - To be paid to the said Vencata Narrain when he the said Thirkby should be thereto afterwards requested - Yet the said Thirkby (although often requested &c) hath not paid the said Four thousand Two hundred and Six Pagodas Twenty five Fanams and Sixty Cash 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 Vencata Narrain of One hundred Star Pagodas and therefore he brings his Suit &c -

Plea filed 12th September 1810.

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 Thirkby had leave to imparl to the said Plaint and then to

answer the same came as well the said Cullaw Venkata Narrain Brauniny by his said Attorney as the said Thirkby by his said Attorney, and the said Thirkby Defendy the wrong and injury when &c and saith That the said writing Obligatory in the Plaint mentioned is not his deed And of this he puts himself upon the Court.

And the said Cullaw Venkata Narrain doth the like.

Issue joined.

Afterwards for the trial of the issue so as aforesaid joined a day was given by the Court to the Parties respectively.

At which day being the twenty fifth day of September in the Fourth Term in the Year of Christ One Thousand Eight hundred and ten came the Parties aforesaid by their Attornies aforesaid and the Justices of this Court having heard examined and considered the allegations of the same Parties and the depositions of the witnesses adduced by them pronounced that the said writing obligatory in the Plaint of the said Venkatanarrain mentioned is the deed of the said Thirkby and that the said Thirkby doth owe to and detain from the said Venkatanarrain the said Four Thousand Two hundred and Six Pagodas twenty five Fanams and sixty Cash above demanded in manner and form as the said Venkatanarrain hath above thereof complained against him.

Judgment for the Plaintiff on a Verdict in debt.

And thereupon the said Venkatanarrain relinquishing all Damages by him sustained by occasion of the detention of the said debt prays judgment for the same debt and for his Costs and charges by him about his Suit in this behalf

It is therefore considered and adjudged that

Judgment Signed for the Plaintiff the 27th day of February 1811
J Williams
by Proth.

the said Venkatanarrain recover against the said Thirkby
his said debt and that the said Thirkby pay to the
said Venkatanarrain for his said Costs and charges the
sum of five hundred and Six Pagodas and fifteen
Fanams and the said Thirkby in Mercy &c.

Mercy

Pleas before the Stonble Sir Thomas Andrew Strange, Knight Chief Justice The Stonble Sir Francis Maenaghten Knight and the Stonble Sir John Henry Newbolt Knight Puisne — Justices of His Majisty's Supreme Court of Indicature at Madras of the First Term of the year One thousand Eight hundred and Eleven-

Madras ss. Paucala Vencanna Naidoo puts in his place Robert Orme his Attorney against Covoory Terumaliappa in a Plea of Trespass on the case -

Madras ss. The said Covoory Terumaliappa in his own proper person at the suit of the said Paucala Vencanna Naidoo in the Plea aforesaid - -

Madras ss. Be it remembered that as of the Fourth Term in the year One thousand Eight hundred and Ten before the Supreme Court of Indicature at Madras came Paucala Vencanna Naidoo by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Covoory Terumaliappa 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. —

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First Term 1811.

Plaintiff Assumpsit filed 27th November 1810 –

Madras ss Pancala Vencanna Naidoo by Robert Orme his Attorney Complains of Cowoory Seruvnaliappa being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Cowoory Seruvnaliappa heretofore to wit on the first Maurpaly of Subala Year answering to the Thirteenth day of December in the year of Christ One thousand eight hundred and nine at Madras aforesaid according to the usage and Custom of the Hindoo Natives of India made his certain Note in writing in the Gentoo Language his own proper hand being thereunto subscribed bearing date the day and year aforesaid and there and there delivered the said Note to the said Pancala Vencanna Naidoo whereby the said Cowoory Seruvnaliappa acknowledged that in Consequence of his urgent occasion he had that day mortgaged to him the said Pancala Vencanna Naidoo the Bill of Sale which this Honorable Court granted in the name of the said Cowoory Seruvnaliappa for his house situated at Pedda Naicko Setta in Madras in the Street of Rengnaraspa in West line between the Houses of Chinnanna and Mungore Seruvatty Billy together with the old bill of Sale bearing No 7152 and (on the mortgage of the same) borrowed and received of him the said Pancala Vencanna Naidoo the Sum of (500) Five hundred Star Pagodas Current money

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of

of Madras, the interest which should or might become due thereon
at the rate of twelve per Cent per Annum the the said
Cavoory Veerumaliappa did thereby engage to pay every Month
and the principal Sum of five hundred Star Pagodas in
the space of eight Months By reason whereof and according to the
usage and Custom of such Hindoo Natives the said Cavoory
Veerumaliappa became liable to pay to the said Paucala
Veeranna Naidoo 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 being so liable He the said
Cavoory Veerumaliappa 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 Paucala Veeranna Naidoo to pay him 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 Cavoory Veerumaliappa afterwards to wit on the first
day of September in the Year of Christ One Thousand eight
hundred and Ten at Madras aforesaid was indebted to the
said Paucala Veeranna Naidoo in the Sum of One
Thousand Star Pagodas of like Current Money for so much
money by the said Paucala Veeranna Naidoo before that time
lent and advanced to the said Cavoory Veerumaliappa and at his
special instance and request and being so indebted he the Cavoory
Veerumaliappa 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 Paucala Veeranna Naidoo to pay him the said last mentioned Sum of money when he the said Cavaary Terumaliappa should be thereunto afterwards requested And Whereas also the said Cavaary Terumaliappa afterwards to wit on the same day and year last aforesaid at Madras aforesaid Accounted with the said Paucala Veeranna Naidoo of and concerning divers other Sums of money before that time due and owing from the said Cavaary Terumaliappa to the said Paucala Veeranna Naidoo and then being in Arrear and unpaid and upon that accounting the said Cavaary Terumaliappa was then and there found to be in arrear and indebted to the said Paucala Veeranna Naidoo in the further Sum of One thousand Star Pagodas of like Current Money and being so found in Arrear and indebted he the said Cavaary Terumaliappa 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 Paucala Veeranna Naidoo to pay him the said Sum of Money when he the said Cavaary Terumaliappa should be thereunto afterwards requested Yet the said Cavaary Terumaliappa not regarding his said several promises and undertakings so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Paucala Veeranna Naidoo in this behalf hath not yet paid the said several Sums of money or any of them or any part thereof (although so to do he the said Cavaary Terumaliappa was requested by the said Paucala Veeranna

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(Vencanna Naidoo to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid but the said Covaroy Terumaliaspa to pay the same or any part thereof to the said Paucala Vencanna Naidoo hath hitherto wholly refused and still doth refuse To the Damage of the said Paucala Vencanna Naidoo of One thousand Star Pagodas and therefore he brings Suit &c.—

Judgment for the Plaintiff on a Verdict in Assumpsit—

And Now in the first Term in the Year one thousand eight hundred and eleven that is to say on the Second day of February to which day was given as well to the said Paucala Vencanna Naidoo as to the said Covaroy Terumaliaspa, and the said Covaroy Terumaliaspa says nothing in bar or preclusion of the said Action of the said Paucala (Vencanna Naidoo by which the said Paucala Vencanna Naidoo remains thereon undefended against the said Covaroy Terumaliaspa for which the said Paucala (Vencanna Naidoo ought to recover his Damages by occasion of the premises And afterwards to wit on the Ninth day of February in the Term last aforesaid the said Court having diligently enquired what Damages the said Paucala Vencanna 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

Paucala

Judgment Signed for the Plaintiff the 6th day of March 1811.
J. Williams
Dy. Rothy.

Paucala Vencana Naidoo hath sustained Damages by occasion of the Premises over and above his Costs and Charges to Five Hundred and fifty six Pagodas, fourteen fanams and fourteen Cash — and for those Costs and Charges to one hundred and fourteen Pagodas and four fanams Therefore it is considered that the said Paucala Vencana Naidoo recover against the said Covoony Verumaliappa his Damages and Costs aforesaid by the Court aforesaid found and adjudged which Damages in the whole Amount to Six hundred and Seventy Pagodas, Eighteen fanams and fourteen Cash And the said Covoony Verumaliappa in Mercy &c.

And hereupon the said Paucala Vencana Naidoo by Robert Orme his Attorney prays the Writ of our Lord the King of Fire Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Houses, Lands, Debts and other Effects Real and personal of the said Covoony Verumaliappa within the Jurisdiction of this Court by Seizure and if it be necessary by sale thereof the sum of Six hundred and Seventy Pagodas Eighteen fanams and fourteen Cash which the said Paucala Vencana Naidoo recovered against the

said

said Covoory Veroomaliappa for damages which he hath sustained as well by means of the Non performance of certain promises and undertakings lately made by the said Covoory Verumaliappa to the said Paucala Vencana Naidoo as for Costs and Charges by him about his suit in that behalf expended. And it is granted unto him returnable here

Writ of Fi. Fa. on the Twentieth day of March next

issued 6th. March

1811.

First Term 1811.

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 First Term of the year One thousand Eight hundred and Eleven. -

Madras to wit Videlinga Chitty puts in his place Gilbert Ricketts his Attorney against Narrain Chitty in a Plea of Trespass on the case -

Madras to wit The said Narrain Chitty puts in his place Robert Orme his Attorney at the suit of the said Videlinga Chitty in the Plea aforesaid. -

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 Videlinga Chitty by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against Narrain 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 -

Plaint in Assumpsit filed 22nd June 1830.

Madras to wit Videlinga Chitty by Gilbert Richetts his Attorney complaining of Narrain 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 Narrain Chitty heretofore to wit on the fourteenth day of September 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 thereto subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to one Tranquabar Loboyah Brauning and thereby four Months after date the said Narrain Chitty promised to pay to the said Tranquabar Loboyah Brauning or order the Sum of Four hundred and forty eight Star Pagodas Nineteen Fanams and Sixty Cash. being for Value received and the said Tranquabar Loboyah Brauning to whom or to whose order the payment of the Sum of money in the said Note &c mentioned was to be made afterwards and before the payment of the said Sum of Money mentioned in the said Note or of any part thereof to wit on the same day and year aforesaid at Madras aforesaid indorsed the said Note his own proper hand being thereto subscribed and thereby then and there appointed the contents of the said Note so indorsed to be paid to the said Videlinga Chitty whereof the said Narrain Chitty then and there had Notice by reason whereof and by force of the Statute in that case made and provided the said Narrain Chitty became

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liable

liable to pay to the said Videlinga Chitty the said Sum of money
mentioned in the said Note according to the tenor and
and being so liable he the said Narrain Chitty in consideration
thereof afterwards to wit on the same day and year aforesaid
at Madras aforesaid undertook and to the said Videlinga Chitty
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 Narrain
Chitty afterwards to wit on the Seventeenth day of January
in the Year of Christ One Thousand Eight hundred and Fifty
at Madras aforesaid was indebted to the said Videlinga Chitty in
other Sum of One Thousand Star Pagodas of like Current
Money of Madras for so much Money by the said Narrain
Chitty before that time had and received to the use of the said
Videlinga Chitty and being so indebted he the said Narrain
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 Videlinga Chitty to
pay him the said last mentioned Sum of Money when he
the said Narrain Chitty should be thereto afterwards requested.
And whereas also the said Narrain Chitty afterwards to wit
on the same day and year last aforesaid at Madras aforesaid
was indebted to the said Videlinga Chitty in the further Sum
of One Thousand Star Pagodas of like Current Money of Madras
aforesaid for so much money by the said Videlinga Chitty
before

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that time laid out and expended and paid for the said Narrain Chitty
and at his special instance and Request and being so indebted he
the said Narrain 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 &
Videlinga Chitty to pay unto the said last mentioned Sum of
Money when he the said Narrain Chitty should be thereto &
afterwards requested. And Whereas also the said Narrain
Chitty afterwards to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said Videlinga Chitty of
and concerning divers other Sums of Money before that time due
and owing from the said Narrain Chitty to the said Videlinga
Chitty and then being in arrear and unpaid and upon that
accounting the said Narrain Chitty was then and there found
to be in arrear and indebted to the said Videlinga Chitty in
the further Sum of One Thousand Star Pagodas of like
Current Money of Madras And being so found in arrear
and indebted he the said Narrain 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 Videlinga Chitty
pay him the said last mentioned Sum &
he the said Narrain Chitty should be thereto
requested Yet the said Narrain Chitty regarding
his said Several promises and undertakings &

First Term 1811.

Plea filed 27th July 1810.-

Issue Joined.

first ine manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Videlinga 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 Videlinga Chitty (although so to do) but the said Narrain Chitty was requested by the said Videlinga Chitty aftorwards to wit on the said day and Year last aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Videlinga Chitty he the said Narrain Chitty wholly refused and still doth refuse To the damage of the said Videlinga Chitty of one Thousand star Pagodas and therefore he brings his suit &c.

And afterwards to wit in the Third 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 Narrain Chitty had leave to imparl to the said Plaint and then to answer the same came as well the said Videlinga Chitty by his said Attorney as the said Narrain Chitty by his said Attorney and the said Narrain Chitty Defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the said Videlinga Chitty hath above thereof complained against him and of this he puts himself upon the Court &c

And the said Videlinga Chitty doth

No 8

doth the like. —

And heretofore 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 Videlinga Chitty as to the said Narrain Chitty to inform the Court of the premises at which day comes as well the said Videlinga Chitty as the said Narrain Chitty by their respective Attornies before named and the said Court having heard the respective allegations of the parties and examined the truth thereof and duly and 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 Videlinga Chitty being solemnly called comes not nor does he further prosecute his Plaint against the said Narrain Chitty Wherefore it is Considered that the said Videlinga Chitty take nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c. and that the said Narrain Chitty go thereof without day &c. and it is further considered by the said Court here that the said Narrain Chitty do recover against the said Videlinga Chitty Ninety One Pagodas and Forty Fanams for his costs and Charges by him laid out about his defence in this behalf

Plaintiff non-suited.

Judgment signed for the Defendant the 11th. day of March 1811. J. Williams Dy Prothy

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First Term 1811

behalf by the said Court now here adjudged to the said
Narrain Chitty and with his assent and that the
said Narrain Chitty have Execution thereof &c

Madras ff Shahbaz Khan and Hajee Lall Khan by
Robert Orme their Attorney complain of Fezli ally Beig Khan
alias Mahommed Sadick being a Mahomedan Inhabitant of
Madras and as such Subject to the Jurisdiction of this Honorable
Court For That Whereas the said Fezli ally Beig Khanalias
Mahommed Sadick heretofore to wit on the Twentieth of the
Month of Rabee ul awell of the Year of the Hijery One Thousand
two hundred and twenty two answering to the twenty ninth day of
May in the Year of Christ One Thousand Eight hundred and
Seven at Madras aforesaid according to the usage and Customs of
Natives of India made his certain Note or agreement in
writing in the Persian language his own proper hand being &c
thereunto Subscribed bearing Date the day and Year aforesaid and
then and there delivered the said Note to the said Shahbaz &c
Khan and Hajee Lall Khan Whereby the said Fezli ally
Beig Khan alias Mahomed Sadick Acknowledged that the
Sum of Two hundred (200) Star Pagodas he had received and
caused the same to be paid as a Loan from the said &c
Shahbaz Khan and Hajee Lall Khan unto Noor Mahomed
Subidar and Sushia Bramin under the Promise of Repayment
in Three Months and a half and upon the Security of him the
said Fezli ally Beig Khan alias Mahomed Sadick that the
said Money agreeably to promise should be paid to them
the said Shahbaz Khan and Hajee Lall If however the

said

said Sum was not paid agreeably to that engagement he the said Fezli ally Beig Khan alias Mohammed Sadick was Answerable for the same And the said Shahbaz Khan and Hajee Lall Khan in fact say that although the said Sum of Money in the said Agreement mentioned hath been to be received and paid or caused to be paid as aforesaid that the said Noor Mahomed Subidar and Bashir Bramming, did not nor did either of them in the said three Months and a half in the said Agreement mentioned or at any other time whatsoever hitherto pay or cause to be paid the Sum of Two hundred Star Pagodas as aforesaid or any part thereof to the said Shahbaz Khan and Hajee Lall Khan or to either of them although often requested so to do By reason whereof and according to the said usage and Custom of Natives of India the said Fezli ally Beig Khan alias Mahommed Sadick became liable to pay to the said Shahbaz Khan and Hajee Lall Khan the said Sum of Money Mentioned in the said Note or Agreement According to the tenor and effect of the said Note or Agreement. And being so liable he the said Fezli ally Beig Khan alias Mahommed Sadick 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 Shahbaz Khan and Hajee Lall Khan to pay them the said Sum of Money

No. 9.

Money mentioned in the said Note or Agreement according to the tenor and effect of the said Note or Agreement And Whereas also the said Fezli ally Beig Khan alias Mahommed Sadick afterwards to wit on the fifteenth day of September in the year aforesaid at Madras aforesaid was indebted to the said Shahbaz Khan and and Hajee Lall Khan in the further 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 Fezli ally Beig Khan alias Mahommed Sadick and at his Special instance and Request and being so indebted he the said Fezli ally Beig Khan alias Mahommed Sadick 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 Shahbaz Khan and Hajee Lall Khan to pay them the said last mentioned Sum of Money when he the said Fezli ally Beig Khan alias Mahommed Sadick should be thereunto afterwards requested. And Whereas also the said Fezli ally Beig Khan alias Mahommed Sadick afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Shahbaz Khan and Hajee Lall Khan in the further Sum of Four hundred Star Pagodas of the like Current Money for so much Money by the said Fezli ally

Beig

Beig Khan alias Mahommed Sadick before that time had and received to and for the use of the said Shahbaz Khan and Hajee Lall Khan and at their special instance and request and being so indebted he the said Feli Ally Beig Khan alias Mahommed Sadick in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and faithfully promised the said Shahbaz Khan and Hajee Lall Khan to pay them the said last mentioned Sum of Money when he the said Feli Ally Beig Khan alias Mahommed Sadick should be thereunto afterwards requested yet the said Feli Ally Beig Khan alias Mahommed Sadick not regarding his said several promises and undertakings so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Shahbaz Khan and Hajee Lall Khan in this behalf hath not yet paid the said several Sums of Money or either of them or any part thereof (although to do he the said Feli Ally Beig Khan alias Mahommed Sadick was requested by the said Shahbaz Khan and Hajee Lall Khan to pay on the same Day and Year last aforesaid and often afterwards to wit at Madras aforesaid) but the said Feli Ally Beig Khan alias Mahommed Sadick to pay the same or any part thereof to the said Shahbaz Khan and Hajee Lall Khan hath hitherto wholly refused and still doth refuse To the Damage of

No. 9.

of the said Shahbaz Khan and Hajee Lall Khan of Four
hundred Star Pagodas and therefore they bring Suit &c.

And heretofore in the Fourth Term in the Year One
thousand eight hundred and Ten that is to say on the twelfth day
of September to which day was given as well to the said Shahabaz
Khan and Hajee Lall Khan as to the said Fezli ally beig
Khan alias Mahommed Sadick and the said Fezli ally beig
Khan alias Mahommed Sadick says nothing in bar in
preclusion of the said Action of the said Shahbaz Khan and
Hajee Lall Khan by which the said Shahbaz Khan and
Hajee Lall Khan remain therein undefended against the said
Fezli ally beig Khan alias Mahommed Sadick for which the
said Shahbaz Khan and Hajee Lall Khan ought to Recover
their Damages by occasion of the premises And afterwards
to wit on the first day of October in the term last aforesaid the
said Court having deligently enquired what damages the said
Shahbaz Khan and Hajee 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 and adjudge
that the said Shahabaz Khan and Hajee Lall Khan have
sustained Damages by occasion of the premises over
and above their Costs and Charges to Two hundred Pagodas
and for those Costs and Charges to One hundred and twenty
seven Pagodas and fourteen Fanams Therefore it is considered
that the said Shahbaz Khan and Hajee Lall Khan recover
against the said Fezli ally beig Khan alias Mahommed Sadick

Their

their Damages and Costs aforesaid by the Court aforesaid found and adjudged which Damages in the Whole Amount to three hundred and twenty Seven Dollars and fourteen Cents and the said Fazli Ally beig Khan alias Mahammed Sadick in Mercy Mercy &c.

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Second Term 1811

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 Second Term of the year One thousand Eight hundred and Eleven. —

Madras ss. Yalacatore Jagganah Chitty puts in his place Robert Orme his Attorney against Bydepauty Venkiah Braminy in a Plea of Trespass on the Case. —

Madras ss. The said Bydepauty Venkiah Braminy puts in his place Gilbert Ricketts his Attorney at the suit of the said Yalacatore Jagganah Chitty in the Plea aforesaid. —

Madras ss 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 Yalacatore Jagganah Chitty by Robert Orme his Attorney and brought into the said Court then there his Plaint against Bydepauty Venkiah Braminy in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. —

Madras —

No 10

Plaint in Assumpsit filed 10th. Sept. 1810

Madras ss Yalacatore Jagganah Chitty by Robert Orme his Attorney Complains of Bydesparty Venkiah Brauning being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Bydesparty Venkiah Brauning heretofore to wit on the Nineteenth day of February in the year of Christ One thousand eight hundred and six at Madras aforesaid was indebted to the said Yalacatore Jaggunah Chitty in the Sum of Nine hundred and Ninety nine Star Pagodas of the Current Money of Madras for divers Emerald Ear Jewells Goods Wares and Merchandizes of the said Yalacatore Jaggunah Chitty by the said Yalacatore Jaggunah Chitty before that time sold and delivered to the said Bydesparty Venkia Brauning at his Special instance and request and being so indebted he the said Bydesparty Venkiah Brauning 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 Yalacatore Jaggunah Chitty to pay him the said Sum of Money whenever afterwards he the said Bydesparty Venkiah Brauning should be thereunto requested And Whereas also the said Bydesparty Venkiah Brauning afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Yalacatore Jaggunah Chitty at the like special instance and request of the said Bydesparty Venkiah Brauning had before that time sold and delivered to him the said Bydesparty Venkiah Brauning divers other Emerald Jewells Goods Wares and Merchandizes of him the said Yalacatore Jaggunah Chitty he the said Bydesparty Venkiah Brauning undertook and then and there faithfully promised the said

Yalacatore

Yalacatore Jaggarnah Chitty to pay him so much money as the last mentioned Emerald Ear Jewells Goods wares and Merchandizes at the time of the Sale and delivery thereof were reasonably worth whenever afterwards he the said Bydesparty Venkiah Brauning should be thereunto Requested And the said Yalacatore Jaggarnah Chitty avers that the Emerald Jewells Goods wares and Merchandizes last mentioned at the time of the sale and delivery thereof were reasonably worth other Nine hundred and ninety Nine Star Pagodas of like Current money Madras aforesaid whereof the said Bydesparty Venkiah Brauning afterwards to wit on the same day and year aforesaid there had Notice And Whereas also the said Bydesparty Venkiah Brauning afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Yalacatore Jaggarnah Chitty of and concerning diverse other sums of Money before that time due and owing from the said Bydesparty Venkiah Brauning to the said Yalacatore Jaggarnah Chitty and then being in Arrear and unpaid and upon that Accounting the said Bydesparty Venkiah Brauning was there and there found to be in arrear and indebted to the said Yalacatore Jaggarnah Chitty in the further sum of Nine hundred and ninety nine Star Pagodas of like Current money and being so found in arrear and indebted he the said Bydesparty Venkiah Brauning in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and there faithfully promised the said Yalacatore Jaggarnah Chitty to pay him the said sum of Money when he the said Bydesparty Venkiah Brauning should be thereunto afterwards requested Yet the said Bydesparty Venkiah Brauning not regarding his said several promises and undertakings so by him made in manner and form aforesaid

and contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Yalacatore Lagganah Chitty in this behalf hath not yet paid the said several sums of money or any of them or any part thereof) although so to do he the said Bydeparty Venkiah Braming was requested by the said Yalacatore Lagganah Chitty to wit on the same day and year aforesaid and often afterwards to wit at Madras aforesaid / but the said Bydeparty Venkiah Braming to pay the same or any part thereof to the said Yalacatore Lagganah Chitty hath hitherto wholly refused and still doth refuse To the damage of the said Yalacatore Lagganah Chitty of Nine hundred and ninety nine Star Pagodas and therefore he brings suit &c.

imparlance — And afterwards to wit in the Vacation after 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 Bydeparty Venkiah Braming had leave to imparl to the said Plaint and then to answer the same came as well the said Bydeparty Venkiah Braming by his said Attorney as the said Yalacatore Lagganah Chitty by his said Attorney and the said Bydeparty Venkiah Braming defends the wrong and injuries when &c. And says that he did not undertake or promise in manner and form as the said Yalacatore Lagganah Chitty hath above thereof complained against him and of this he puts himself upon the Court &c.

Plea filed 29th January 1811.

And the said Yalacatore Lagganah Chitty doth the like.

Issue joined

And now in this first Term in the Year One

Second Term 1811

Judgment for Plaintiff on a verdict in Assumpsit -

Five Thousand eight hundred and eleven that is to say on the twentieth day of February to which day was given as well to the said Yalacatore Jagganah Chitty as to the said Bydapandy Venkiah Braming to inform the Court of the premises at which day came the parties aforesaid by their said Attorneys and the Justices of the said Court having heard the respective allegations of the parties and examined the truth thereof and duly and deliberately considered the Evidence on both sides say that the said Bydapandy Venkiah Braming did promise and undertake in manner and form as the said Yalacatore Jagganah Chitty hath above thereof complained against him and they assess the damages of the said Yalacatore Jagganah Chitty on occasion of the premises besides his Costs and Charges by him about his suit in this behalf expended to Four hundred and Nine Pagodas Five Fanams and Twenty Cash - Therefore it is considered that the said Yalacatore Jagganah Chitty do recover against the said Bydapandy Venkiah Braming his damages aforesaid in form aforesaid assessed and also One hundred and Twenty Pagodas and Forty Fanams for his Costs and Charges by the said Court now here adjudged to the said Yalacatore Jagganah Chitty with his Assent, which said damages Costs and Charges in the whole Amount to Five hundred and thirty Pagodas and Twenty Cash - And the said Bydapandy Venkiah Braming in &c Mercy &c -

Judgment signed for the Plaintiff the 26th day of March 1811. J Williams Depy Sheriff

Mercy.

And thereupon the said Yalacatore Jagganah Chitty by Robert Orme his Attorney prays the writ of our Lord the King of Fieri Facias

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 Pydepanty Venkiah Braminy within the Jurisdiction of this Court by Seizure and if it be Necessary by Sale thereof the sum of Five hundred and Thirty Pagodas and Twenty Cash which the said Yalacatoor Jagganah Chitty recovered against the said Pydepanty Venkiah Braminy for damages which he hath sustained as well by occasion of the Non performance of certain promises and Undertakings lately made by the said Pydepanty Venkiah Braminy to the said Yalacatoor Jagganah Chitty as for Costs and Charges by him about his Suit in that behalf expended

And it is granted unto him Returnable Writ of Fa Fa here on the Twenty sixth day of April Next

issued on the
26th March
1811.

Second Term 1811.

Pleas before the Stouble Sir Thomas Andrew Strange, Knight Chief Justice The Stouble Sir Francis Macnaghten Knight and the Stouble Sir John Henry Newbolt Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Second Term of the Year One thousand Eight hundred and Eleven.

Madras to wit. Mahomed Said puts in his place Gilbert Ricketts his Attorney against Syed Moorthajan in a Plea of Trespass on the Case.

Madras to wit. The said Syed Moorthajan in his own proper person at the Suit of the said Mahomed Said in the Plea aforesaid.

Madras to wit. Be it remembered that in the Vacation after the First Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Mahomed Said by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against Syed Moorthajan 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 15th. March 1811

Madras to wit Mahomed Saib by Gilbert Ricketts his Attorney complains of Syed Moorthajan being a Mahomedan 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 Syed Moorthajan heretofore to wit on the Second day of January in the Year of Christ One Thousand Eight hundred and Eleven at Madras aforesaid made his certain Note in Writing commonly called a Promissory Note his own proper hand being thereto subscribed bearing date the same day and year aforesaid and thereby one Month after date the said Syed Moorthajan promised to pay to the said Mahomed Saib or order the Sum of Two thousand and five hundred 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 Mahomed Saib whereby and by reason of which said several premises and by force of the Statute in such case made and provided the said Syed Moorthajan became liable to pay to the said Mahomed Saib the said Sum of money in the said Note Mentioned and interest on the same at the Rate aforesaid according to the tenor and effect of the said Note and being so liable he the said Syed Moorthajan in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Mahomed Saib to pay him the said Sum of Money in the said Note Mentioned and interest at the rate aforesaid according to the tenor and effect of the said Note And Whereas also the said Syed Moorthajan afterwards to wit on the same day and year aforesaid at Madras aforesaid was

indebted

Second Term 1811

indebted to the said Mahomed Saib in the Sum of Five thousand Star Pagodas of the Current Money of Madras aforesaid for so much money by the said Mahomed Saib before that time lent and advanced to the said Syed Moorthajan and at his special instance and request and being so indebted he the said Syed Moorthajan in consideration thereof afterwards to wit on the same day and year at Madras aforesaid undertook and then and there faithfully promised the said Mahomed Saib to pay him the said last mentioned Sum of money when he the said Syed Moorthajan should be thereto afterwards requested And whereas also the said Syed Moorthajan afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Mahomed Saib in other Sum of Five thousand Star Pagodas of the Current Money of Madras aforesaid for so much money by the said Saib Moorthajan before that time had received to the use of the said Mahomed Saib and being so indebted he the said Syed Moorthajan 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 Mahomed Saib to pay him the said last mentioned Sum of money when he the said Syed Moorthajan should be thereto afterwards requested And Whereas also the said Syed Moorthajan afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Mahomed

Mahomed Saib of and concerning divers other Sums of Money before that time due and owing from the said Syed Moorthajan to the said Mahomed Saib and then being in arrear and unpaid and upon that accounting the said Syed Moorthajan was then and there found to be in arrear and indebted to the said Mahomed Saib in the further Sum of Five Thousand Star Pagodas of like Current Money of Madras. And being so found in arrear and indebted he the said Syed Moorthajan 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 Mahomed Saib to pay him the said last mentioned Sum of money when he the said Syed Moorthajan should be thereto afterwards requested. Yet the said Syed Moorthajan not regarding his said several promises and undertakings so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Mahomed Saib 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 Mahomed Saib (although so to do he the said Syed Moorthajan was often times requested by the said Mahomed Saib to wit at Madras aforesaid) But to pay the same or any part thereof to the said Mahomed Saib he the said Syed Moorthajan hath hitherto wholly refused and still doth refuse To the damage of the said

Second Term 1811

said Mahomed Saib of Five Thousand Star Pagodas and there-
fore he brings his suit &c.

Judgment by Confession.

And afterwards in the Second Term in the said
Year One Thousand Eight hundred and Eleven that is to say
on the Twenty Second day of March untill which day the said
Syed Moorthajan had leave to imparl & the said Plaintiff
then to answer the same &c came as well the said Mahomed
Saib by his Attorney aforesaid as the said Syed Moorthajan
in his own proper person and the said Syed Moorthajan
defends the wrong and injury when &c and says that he
cannot deny the said Action of the said Mahomed Saib nor
but that the said Syed Moorthajan did undertake and
promise in manner and form as the said Mahomed
Saib hath above in that behalf alledged nor but that the said
Mahomed Saib hath sustained damages on occasion of
the not performing of the said several promises and
undertakings in the said Plaint mentioned to the sum of
Two Thousand Five hundred and forty Nine Pagodas and
sixteen Fanams / Parts 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
Mahomed Saib prays Judgement for the damages so confessed
confessed and for his said costs and charges - Therefore it is considered
that the said Mahomed Saib do recover against the said Syed
Moorthajan his said damages in form aforesaid confessed and
Seventy Eight Pagodas and Thirty two Fanams for his said costs
by him

Judgment signed for the Plaintiff the 28th. day of March 1811. J. Williams Dy Bothff.

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Judgment by
Confession

1811

Judgment Roll

Second Term

and charges by the Court now here adjudged to the said
Mahomed Saib with his Assent which said damages Costs
and Charges in the whole Amount to Two thousand Sixhundred and
Twenty Eight Pagodas and Three fanams and the said
Syed Moorthajan in Mercy &c.

Mercy.

And hereupon the said Mahomed
Saib by Gilbert Pickette 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
Syed Moorthajan within the jurisdiction of —
this Court by Seizure and if it be
Necessary by Sale thereof the sum of —
Two thousand Six hundred and twenty
Eight Pagodas and Three fanams which
the said Mahomed Saib Recovered —
against the said Syed Moorthajan
for —

for damages which he hath sustained
as well on occasion of the non perfor-
=mance of certain promises and undertakings
lately made by the said Syed
Moorthajan to the said Mahomed
Saib as for costs and charges he
him about his suit in that behalf
expended. And it is granted unto him
returnable here on the Twenty Ninth day
of April Next.-

Writ of Fi. Fa.
issued 28th
March 1811.-

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 Second Term of the year One thousand Eight hundred and Eleven -

Madras to wit Gilbert Ricketts Gentleman one of the Attornies of this Honble Court being present here in Court in his own proper person against William Hogg in a Plea of Trespass on the Case -

Madras to wit The said William Hogg puts in his place Wm. Light his Attorney at the suit of the said Gilbert Ricketts 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 Eleven before the Supreme Court of Judicature at Madras came Gilbert Ricketts in his own proper person 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 -

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Second Term 1811.

Plaint in Assumpsit filed 29th March 1811.

Madras to wit Gilbert Richetts Gentleman one of the Attornies of this Honorable Court being present here in Court in his own proper person complains of William Hogg being an 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 Gilbert Six hundred Star Pagodas Current money of Madras which he owes to and unjustly detains from him. For that Whereas the said William heretofore to wit on the Eighth day of November 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 here now shewn the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound to the said Gilbert by the name and addition of Gilbert Richetts Esquire of the same place) in the Sum of Six hundred Star Pagodas above demanded to be paid to the said Gilbert whenever he the said William should be thereto afterwards requested. Yet the said William (altho often requested) hath not paid the said Sum of Six hundred Star Pagodas above demanded or any part thereof to the said Gilbert but to pay the same or any part thereof to the said Gilbert he the said William hath hitherto wholly refused and still doth refuse to the damage of the said Gilbert of One Hundred Star Pagodas and therefore he brings Suit &c.

Plea filed 29th March 1811.

And the said William by William Light his Attorney

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Attorney comes and defends the Wrong and injury when &c. and the said Gilbert prays that the said William &c may Answer his said Declaration Whereupon the said Attorney of the said William says that he is not informed by the said William of any Answer to be given for him to the said Gilbert in the premises nor doth he say any thing in bar or preclusion of the said action of the said Gilbert Whereby the said Gilbert ought to Recover against the said William his said debt and also Fifty three Pagodas and fourteen fanams for his damages which he hath sustained as well on occasion of the detaining the said debt as for his costs and charges by him about his Suit in this behalf expended by the Court now here adjudged to the said Gilbert and with his assent and the said William in Mercy &c.

Judgment by Confession.

Judgment by Confession on a Warrant of Attorney the 29th March 1811. J Williams Ly Pro[illegible]

Mercy.

And thereupon the said Gilbert Ricketts being present in Court in his own proper person prays the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras commanding him to levy

and

and make of the Houses, Lands, Debts and other Effects Real and personal of the said William Hogg within the jurisdiction of this Court by Seizure and if it be necessary by sale thereof the sum of Three hundred and Eighty six Pagodas and Twenty three fanams which the said Gilbert Ricketts recovered against the said William Hogg for damages which he hath sustained as well on occasion of the Non performance of certain promises and undertakings lately made by the said William Hogg to the said Gilbert Ricketts as for Costs and Charges by him about his suit in that behalf expended - And it is granted unto him Returnable Writ of Fi Fa: issued 2nd April 1811. — Here on the Twenty Second day of April instant

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir John Henry Newbolt Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Seconds Term of the year One thousand Eight hundred and Eleven.—

Madras to wit. Teyangaroya Moodelliar puts in his place Gilbert Ricketts his Attorney against Connoor Moottoo in a Plea of Trespass on the Case.—

Madras to wit. The said Connoor Moottoo in his own proper person at the Suit of the said Teyangaroya Moodelliar in the Plea aforesaids.

Madras to wit. Be it remembered that in the Vacation after the Fourth Term in the year One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Teyangaroya Moodelliar by Gilbert Ricketts his Attorney and brought into the said Court then and there his certain Plaint against Connoor Moottoo 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 1811.

Plaint in Assumpsit filed 30th. October 1810.

Madras to Wit Seyangaroya Moodelliar by Gilbert Pickells his Attorney Complains of Connoor Mootoo 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 Connoor Mootoo heretofore to wit on the Fourth Day of Pungoony of Vebhavu Year corresponding with the Fourteenth day of March in the Year of Christ One thousand Eight hundred and Eight 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 Seyangaroya Moodelliar whereby the said Connoor Mootoo (by the name and addition of Connoor Mootoo of Madras Inhabitant aknowledge) to have borrowed and received of the said Seyangaroya Moodelliar (by the name and addition of Seyangaroya Son of Coolattoor Venatauchellam Moodelliar also of the same place Inhabitant) the sum of Five hundred and fifty Star Pagodas which said sum of Five hundred and fifty Star Pagodas he the said Connoor Mootoo did thereby engage to repay to the said Seyangaroya Moodelliar on or before the Thirtieth Anpraee of Cochoola Year one Tenth November one thousand Eight hundred and nine 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 the said Connoor Mootoo became liable

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liable to pay to the said Teyangaroya Moodelliar the said sum of Money in the said Note Specified with Interest as aforesaid according to the tenor and effect of the said Note and being so liable he the said Connoor Mootoo in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and to the said Teyangaroya Moodelliar then and there faithfully promised to pay him the said sum of Money in the said Note Specified with Interest as aforesaid according to the tenor and effect of the said Note - And Whereas also the said Connoor Mootoo afterwards to wit on the thirteenth day of November in the Year of Christ last aforesaid at Madras aforesaid was indebted to the said Teyagaroya Moodelliar in other Sum of One thousand Star Pagodas of like Current money of Madras aforesaid for so much money by the said Teyangaroya Moodelliar before that time lent and advanced to the said Connoor Mootoo and at his special instance and request and being so indebted he the said Connoor Mootoo 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 Teyangaroya Moodelliar to pay him the said last mentioned Sum of money when he the said Connoor Mootoo should be thereto afterwards requested - And Whereas also the said Connoor Mootoo afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Teyangaroya Moodelliar in the other Sum of One thousand Star Pagodas of like Current money of Madras aforesaid for so much money by the said Connoor Mootoo before that time had and received to the use of the said Teyangaroya Moodelliar and being so indebted he

the

the said Cannoor Mootoo 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
Soyaungaroya Modelliar to pay him the said last mentioned
sum of money when he the said Cannoor Mootoo should be
thereto afterwards requested. And Whereas also the said
Cannoor Mootoo afterwards to wit on the same day
aforesaid at Madras aforesaid accounted with the said Soyaunga-
roya Modelliar of and concerning divers other sums of money
before that time due and owing from the said Cannoor Mootoo
to the said Soyaungaroya Modelliar and then being in arrear
and unpaid and upon that accounting the said Cannoor
Mootoo was then and there found to be in arrear and
indebted to the said Soyaungaroya Modelliar in the further sum
of One thousand Star Pagodas of like Current Money of Madras
And being so found in arrear and indebted he the said
Cannoor Mootoo in Consideration thereof afterwards to wit on the
same day and year last aforesaid at Madras aforesaid
undertook and and then faithfully promised the said
Soyaungaroya Modelliar to pay him the said last mentioned
sum of money when he the said Cannoor Mootoo should be
thereto afterwards requested. Yet the said Cannoor Mootoo
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 Soyaungaroya Modelliar 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 Soyaungaroya Modelliar
(although so to do he the said Cannoor Mootoo was requested by the

said

said Teyaungaroya Moodelliar 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 Teyaungaroya Moodelliar
he the said Cannoor Mootoo hath hitherto wholly refused and
still doth refuse To the damage of the said Teyaungaroya Moodelliar
of One thousand Star Pagodas and therefore he brings &c
his Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in this First Term in the Year of our Lord
One Thousand Eight hundred and Eleven that is to say on the
Eleventh day of February in that Year until which day was given
as well to the said Teyaungaroya Moodelliar as to the said
Cannoor Mootoo to inform the Court of the premises comes the
said Teyaungaroya Moodelliar by his Attorney aforesaid &
And the said Cannoor Mootoo 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 Cannoor
Mootoo did undertake and promise in manner and form
as the said Teyaungaroya Moodelliar hath above thereof
complained against him And they assess the damages of
the said Teyaungaroya 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 Six hundred
and Eighty three Pagodas three fanams and Sixty Cash and for
those Costs and Charges to One hundred and Forty Pagodas
and Seventy Seven fanams. Therefore it is Considered

Judgment signed for

that

Second Term 1811

for the Plaintiff the 2nd day of April 1811.
J Williams
Ley Pro Ally.

that the said Teyangooroya Moodelliar do recover against the said Cannoo Moottoo his said damages costs and charges in form aforesaid assessed which said damages costs and charges in the whole Amount to Eight hundred and Seventy three Pagodas Thirty Fanams and Sixty Cash And the said Cannoo Moottoo in Mercy &c.

Mercy.

Second Term 1811

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 Second Term of the year One thousand Eight hundred and Eleven. -

Madras to wit. John James Durand puts in his place Daniel Neale his Attorney against James Cochrane in a Plea of Trespass on the case -

Madras to wit The said James Cochrane in his own proper person at the Suit of the said John James Durand 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 Ten before the Supreme Court of Judicature at Madras came John James Durand 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 to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. -

Plaint in Assumpsit filed 27th August 1810.

Madras to Wit John James Durand by Daniel Neale his Attorney complains of James Cochrane who is British Subject and therefore Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas the said James Cochrane heretofore to wit on the fifth day of March in the Year of our Lord One thousand Eight hundred and ten to wit at Madras made his certain Note in writing commonly called a Promissory Note his own proper hand bearing thereunto Set and Subscribed the said Note bearing date the day and Year aforesaid and thereby two Months from the date thereof promised to pay to the said John James Durand (by the Name of Lieut. Colonel J. Durand) or order the Sum of Two hundred and Seventy Six Star Pagodas and Forty Fanams which to run at Interest at the Rate of Eight per Cent per Annum for value received by him the said James Cochrane and then and there delivered the said Note to the said John James Durand whereby and by reason of which said several Premises and by force of the Statute in such Case made and provided the said James Cochrane became liable to pay to the said John James Durand 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 James Cochrane in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said John James Durand 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 James Cochrane afterwards to wit on the first day of June in the Year aforesaid at Madras aforesaid was indebted to the said John James Durand in the Sum of &c

One

one Thousand Star Pagodas of the Lawful Current Money of Madras for Money by the said John James Durand before that time lent and advanced to the said James Cochrane and at his Special instance and request And being so indebted the said James Cochrane in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there Faithfully promised the said John James Durand to pay him the said last mentioned Sum of Money when he the said James Cochraine should be thereto afterwards requested And Whereas also the said James Cochrane afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said John James Durand in the further Sum of One thousand Star Pagodas of like lawful Current Money of Madras for Money by the said John James Durand before that time laid out expended and paid for the said James Cochrane and at his like special instance and request And being so indebted as last aforesaid he the said James Cochrane in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there Faithfully promised the said John James Durand to pay him the said last mentioned Sum of Money when he the said James Cochrane should be thereto afterwards requested And Whereas also the said James Cochrane afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said John James Durand in the further Sum of One thousand Star Pagodas of like lawful Current Money of Madras for Money by the same James Cochrane before that time had and received to the use of the said John James Durand And

being

being so indebted he the said James Cochrane in
consideration thereof afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid undertook and then and there
faithfully promised the said John James Durand to pay him
the said last mentioned Sum of Money when he the said
James Cochrane should be thereto afterwards requested. And
Whereas also the said James Cochrane afterwards to wit
on the same day and Year last aforesaid at Madras
aforesaid accounted with the said John James Durand of
and concerning divers other Sums of Money before that time due
and owing from the said James Cochrane to the said John James
Durand and then being in arrear and unpaid upon which
accounting the said James Cochrane was then and there found
to be in arrear and indebted to the said John James Durand in
the further Sum of One thousand Star Pagodas of like
lawful Current Money of Madras. And being so found
in arrear and indebted as last aforesaid he the said James
Cochrane in consideration thereof afterwards to wit on the 2.
same day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the
said John James Durand to pay him the said last
mentioned Sum of Money when he the said James
Cochrane should be thereto afterwards requested. Yet the
said James Cochrane 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 John James Durand
in this behalf hath not yet paid the said several Sums of
Money or any or either of them or any part thereof to the
said John James Durand although so to do he the said
James Cochrane was requested by the said

James Durand aforesaid to wit on the same day and year last aforesaid and oftentimes afterwards at Madras aforesaid But to Pay the same or any part thereof to the said John James Durand he the said James Cochrane hath hitherto wholly refused & and still doth refuse - To the damage of the said John James Durand of One thousand Star Pagodas and therefore he brings his Suit &c.

And the said James Cochrane having come by William Leight his Attorney defended the wrong and injury when &c. and said nothing in bar or preclusion of the said Action of the said John James Durand whereby the said John James Durand remained thereon undefended against the said James Cochrane and by reason whereof Day was given to the said John James Durand whereupon he the came before the Court and verify his said Plaint and Suit -

Judgment for the Plaintiff on a Verdict in Assumpsit. -

At which day being the thirteenth day of February in this Term now last past came the said John James Durand by his said Attorney and alledged and proved 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 John James Durand and the Depositions of the Witnesses adduced by him pronounced & that the said James Cochrane did undertake and promise in manner & form as the said John James Durand hath above there complained against him -

And now at this day comes the said John James Durand by his said Attorney and prays that the damages sustained by him by reason of the Non performance by the said James Cochrane of his several promises and undertakings in the Plaint mentioned and also the Costs and charges of the said John James Durand &c laid out by him about his Suit in this behalf may be adjudged to him -

And it appearing to this Court that the said John James

W. 14

James Durand hath sustained damage by occasion of the premises
over and besides his Costs and charges aforesaid to the sum of
Three hundred Pagodas and forty one fanams It is considered
and adjudged that the said John James Durand recover against
the said James Cochrane his damages aforesaid to the said sum
of Three hundred Pagodas and forty one fanams and that the said
James Cochrane pay to the said John James Durand for his
said Costs and charges the sum of One hundred and twenty
five Pagodas and thirty fanams. Which damages Costs
and Charges amount to Four hundred and twenty six Pagodas
and twenty six fanams and the said James Cochrane &c
in Mercy &c.

Judgment signed for the Plaintiff the 9th day of April 1811.
J Williams Deputy Sh.

Mercy.

And hereupon the said John James
Durand by Daniel Neale his Attorney prays
the Writ of our Lord the King of capias
ad Satisfaciendum to be directed to the
Sheriff of Madras commanding him to
take the body of the said James
Cochrane to Satisfy the said John
James Durand of four hundred and
twenty Six Pagodas and twenty Six
fanams which the said John James
Durand recovered against the said
James.

James Cochrane for damages sustained as well by occasion of the Non performance of certain promises and undertakings lately made by the said James Cochrane to the said John James Dunond as for his Costs and Charges by him about his Suit in that behalf expended. And it is ad: Sa: ijsued Writ of Ca: granted unto him Returnable here on the 9th the Sixteenth day of April Next. on the 9th April 1811.

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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 Second Term of the year One thousand Eight hundred and Eleven. —

Madras to wit Vallaba Dofs Devauracawn Dofs puts in his place Daniel Neale his Attorney against Jagajeevan Dofs — Rauma Dofs in a Plea of Trespafs on the Case —

Madras to wit The said Jagajeevan Dofs Rauma Dofs puts in his place Robert Orme his Attorney at the suit of the said Vallaba Dofs Devauracawn Dofs 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 — Vallaba Dofs Devauracawn Dofs by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Jagajeevan Dofs Rauma Dofs in a Plea of Trespafs 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 28th. November 1809 -

Madras to Wit Vallaba Dosa Devauracaun Dosa by David Neale his Attorney Complains of Jagajeevan Dosa Rauma dosa 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 Sixteenth day of January in the Year of Christ One thousand Eight hundred and Seven at Madras the said Jagajeevan Dosa Rauma dosa according to the custom of such Hindoos made his certain Note in writing in the Guzarat language his proper hand being thereunto described bearing date Poodhea Sooda Sabbamy Spriday of Goozeranty Sposha One thousand Eight hundred and Sixty three or Sixth thye of Atchia Year (corresponding with the day and Year of christ aforesaid) and there delivered the same Note in writing to the said Vallaba Dosa Devauracaun Dosa whereby the said Jagajeevan Dosa Rauma dosa (by the name and addition of Sa: Jagajeevan Dosa Rauma Dosa) acknowledged and declared that as he the said Jagajeevan Dosa Rauma dosa had engaged himself to pay to the said Vallaba Dosa Devauracaun dosa the Sum of Three thousand Star Pagodas in note & respecting Sa: Govindana Dosa Seromany Dosa he the said Jagajeevan dosa Rauma dosa thereby bound himself to pay to the said Vallaba Dosa Devaura- caun dosa (by the name and additon of Sah Vallaba Dosa Devauracaun dosa) the said Money on demand & after the expiration of fifteen days with all such interest

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interest as should or might become due thereon at the
rate of Nine Per Cent per annum By means whereof
and according to the custom aforesaid of such Hindoos the
said Jagajeevan doss Ramadoss became liable to pay to
the said Vallaba Doss Devauracarun doss the said
Sum of Money specified in the said Note in writing
according to the tenor and effect of the said Note in
writing and being so liable the said Jagajeevan doss Rauma
doss in consideration thereof afterwards to wit on the
said fifteenth day of January in the year of Christ
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Vallabadoss Devaur
acarun doss 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 before
and at the time of the Making of the promise and under-
taking of the said Jagajeevan Doss Rauma doss in this
Court mentioned one Govardana doss Seromany doss
was justly and truly indebted to the said Vallaba doss
Devauracarun doss in a large Sum of Money to wit the
Sum of three thousand Star Pagodas of the lawful Current
Money of Madras to wit at Madras aforesaid Whereof
the said Jagajeevandoss Rauma doss afterwards and
before the making of the promise and undertaking herein-
after next mentioned there had Notice and thereupon
in consideration that the said Vallaba doss Devauracarun
doss at the the special instance and request of the said
Jagajeevan doss Rauma doss would forbear to sue the said
Govardana doss Seromany doss for the recovery of the said

Sum

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Sum of three thousand Star Pagodas he the said Jagajeevan dosa Rauma dosa on the fifteenth day of January in the year of Christ One thousand Eight hundred and Eleven at Madras by a certain Note or Memorandum in writing in the Guzurat language then and there made and signed by him the said Jagajeevan dosa Rauma dosa undertook and then and there faithfully promised the said Vallaba dosa Devaumaraun dosa to pay him the said Sum of three thousand Star Pagodas after the expiration of fifteen days from the day and year last aforesaid and the said Vallaba dosa Devaumaraun dosa avers that he confiding in the said promise and undertaking of the said Jagajeevan dosa Rauma dosa so by him in manner and form aforesaid did forbear and from thence hitherto hath forborne to sue the said Govardana dosa Sevaumany dosa for the recovery of the said Sum of three thousand Star Pagodas whereof the said Jagajeevan dosa Rauma dosa has due Notice and by means thereof and of his promise and undertaking aforesaid the said Jagajeevan dosa Rauma dosa became liable to pay to the said Vallaba dosa Devaumaraun dosa the said Sum of Three thousand Star Pagodas in this Count mentioned according to the tenor and effect of the said promise and undertaking of the said Jagajeevan dosa Rauma dosa And Whereas the eighteenth day of November in the year of Christ One thousand Eight hundred and Nine at Madras aforesaid was indebted to the said Vallaba dosa Devaumaraun dosa in the Sum of Six thousand Star Pagodas of the lawful current Money of Madras for Money by the said Vallaba

dosa

1811

Judgment Roll

Second Term

Section 5.

Doss Devanaycanen doss before that time lent and advanced to the said Jagajeevandoss Rauma doss and at his special instance and request. And being so indebted the said Jagajeevan Doss Rauma doss 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 Callaba doss Devanaycanen doss to pay him the said last mentioned sum of money when he the said Jagajeevan Doss Rauma doss should be thereto afterwards requested And Whereas the said Jagajeevan doss Rauma doss afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Callaba doss Devanaycanen doss in the further sum of Six thousand Star Pagodas of like lawful current Money of Madras for money by the said Callaba doss Devanaycanen doss before that time laid out expended and paid for the said Jagajeevan doss Rauma doss and at his like special instance and request. And being so indebted the said Jagajeevan doss Rauma doss in consideration thereof afterwards to wit on the same day day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Callaba doss Devanaycanen doss to pay him the said last mentioned sum of Money when he the said Jagajeevan doss Rauma doss should be thereto afterwards requested. And Whereas also the said Jagajeevan doss Rauma doss afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Callaba doss Devanaycanen doss in the further sum of six thousand Star Pagodas of like lawful current Money of Madras for money by the said Jagajeevan doss Raumadoss before that time had and

received

received to the use of the said Vallaba Dos Devanracarun dos And being so indebted the said Jagajeevan dos Rauma dos 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 Vallabados Devanracarun dos to pay him the said last mentioned sum of Money when he the said Jagajeevan dos Rauma dos should be thereto afterwards requested And Whereas the said Jagajeevan dos Rauma dos afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Vallabados Devanracarun dos of and concerning divers other sums of Money before that time due and owing from the said Jagajeevan dos Rauma dos to the said Vallabados Devanracarun dos and then being in arrear and unpaid upon which accounting the said Jagajeevan dos Rauma dos was then and there found to be in arrear and indebted to the said Vallabados Devanracarun dos in the further sum of Six thousand Star Pagodas of like lawful current Money of Madras and being so found in arrear and indebted the said Jagajeevan dos Rauma dos 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 Vallabados Devanracarun dos to pay him the said last mentioned sum of Money when he the said Jagajeevan dos Rauma dos should be thereto afterwards requested. Yet the said Jagajeevan dos Rauma dos 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

to deceive and defraud the said Vallaba Dosa Devanaracarun dosa 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 Vallaba dosa Devanaracarun dosa although &c to do the said Jagajeevan Dosa Rauma dosa was requested by the said Vallaba dosa Devanaracarun dosa 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 Vallaba dosa Devanaracarun dosa the said Jagajeevan dosa Raumadosa hath hitherto wholly refused and still doth refuse To the damage of the said Vallaba dosa Devanaracarun dosa of six thousand Star Pagodas and therefore he brings his Suit &c -

imparlance

And afterwards to wit in the Fourth Term of the Year One thousand Eight hundred and Ten in the said Supreme Court of Judicature at Madras until which Term the said Jagajeevan Dosa Rauma Dosa had leave to impart to the said Plaint and then to answer the same came as well the said Vallaba Dosa Devanaracarun Dosa by his said Attorney as the said Jagajeevan Dosa Rauma Dosa by his said Attorney and the said Jagajeevan Dosa defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the said Vallaba Devanaracarun Dosa hath above thereof complained against him And of this he puts himself upon the Court &c.a -

Plea filed 28th September 1810.

Issue Joined

And the said Vallaba Dosa Devanaracarun Dosa doth the like. -

Afterwards for the trial of the issue so as aforesaid joined a day was given by the Court to the parties - At which day being the Eighteenth day of February in the first Term now last past came the parties aforesaid by their respective Attornies

aforesaid

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Second Term 1811.

Judgment for the Plaintiff on a Verdict in Assumpsit

aforesaid - and the Justices of this Court having heard & examined and considered the allegations of the said parties and the depositions of the Witnesses adduced by them respectively pronounced that the said Jagajeevan Doss Rauma Doss did undertake and promise in Manner and form as the said Vallaba Doss Devauracanun Doss hath above thereof complained against him -

And now at this day comes the said Vallaba Doss Devauracanun Doss by his said Attorney and prays that the damages sustained by him by occasion of the Nonperformance by the said Jagajeevan Doss Rauma Doss of the several promises and undertakings in the Plaint mentioned and also his Costs and Charges laid out by him about his Suit in this behalf may be adjudged to him

And forasmuch as it hath been alledged & and proved and manifestly appears to the Court here that the said Vallaba Doss Devauracanun Doss hath sustained damage by occasion of the premises over & and above his costs and charges aforesaid to the sum of Four thousand One hundred and thirty four Pagodas - It is considered and adjudged that the said Vallaba Doss Devauracanun Doss recover against the said Jagajeevan Doss Rauma Doss his damages aforesaid to the said Sum of Four thousand One hundred and thirty four Pagodas and that the said Jagajeevan Doss Rauma Doss pay to the said Vallaba Doss Devauracanun Doss for his said costs and charges the sum of One hundred and Eighty four Pagodas and twelve Fanams which damages Costs and Charges amount to Four thousand three hundred

Judgment Signed for the Plaintiff the 9th. day of April 1811.

J Williams
Dy Prothy.

No 15.

and

and Eighteen Pagodas and twelve Fanams and the said

Mercy Jogajeevan Doss Rauma Doss in Mercy &c.

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Second Term 1811.

No. 15.

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 Second Term of the year — One thousand Eight hundred and Eleven. —

Madras to wit Cannekiparoo Mooddukistna Moodelliar puts in — his place Daniel Neale his Attorney against Mangattah Ammaul in a Plea of Trespass on the Case. —

Madras to wit The said Mangattah Ammaul in her own proper — person at the suit of the said Cannekiparoo Mooddu= =kistna Moodelliar in the Plea aforesaid. —

Madras to wit. Be it remembered that as of the First Term in the year One thousand Eight hundred and Seven before the Supreme Court of Judicature at Madras came Cannekiparoo Mooddukistna Moodelliar by Daniel — Neale his Attorney and brought into the said Court then there his certain Plaint against Mangattah Ammaul 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 29th March 1807.

Madras to Wit Cannekiparoo Mooddukistna Moodaliar by Daniel Neale his Attorney Complains of Mangattah Ammaul 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 eleventh day of January in the year of Christ One thousand eight hundred and seven at Madras the said Mangattah Ammal according to the Custom of such Hindoos made her certain Instrument in writing in the Malabar Language purporting to be and commonly called a Bond her own proper hand being thereunto subscribed and bearing date the first Thye of Attriah year answering to the day and year of Christ aforesaid and there and there delivered the same Instrument in writing to the said Mooduksistna by which said Instrument in writing the said Mangattah Ammaul (by the Name and addition of Mangattah Ammaul Wife of Canchalore Rangappa Naicker of Madras) acknowledged that on the day of the making thereof She had in consequence of her urgent occasion borrowed and received of the said Mooduksistna the Sum of Three hundred and forty eight Star Pagodas Current Money of Madras and did thereby engage to repay to the said Mooduksistna the same Sum on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum By means whereof and according to the said Custom the said Mangattah Ammaul became liable to pay to the said Mooduksistna the said Sum of Money in the said Instrument in writing specified according to the tenor and effect of the said Instrument in writing And being so liable the said Mangattah Ammaul in consideration thereof afterwards to wit on the

N. 16 the

the same day and year aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Wooddunhistna 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 Mangattah Ammaul afterwards
to wit on the fourteenth day of March in the year of Christ aforesaid
at Madras aforesaid was indebted to the said Wooddunhistna in the
Sum of Six hundred Star Pagodas of the Current Money of
Madras for Money by the said Wooddunhistna
before that time lent and advanced to the said Mangattah Ammaul
and at her special instance and request And being so indebted the
said Mangattah 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 Wooddunhistna to pay him the said last mentioned
Sum of Money when she the said Mangattah Ammaul
should be thereto afterwards requested And Whereas
the said Mangattah Ammaul afterwards to wit on the same
day and year last aforesaid at Madras aforesaid was indebted
to the said Wooddunhistna in the further Sum of Six hundred
Star Pagodas of the like Current Money of Madras for Money
by the said Wooddunhistna before that time laid out
expended and paid for the said Mangattah Ammaul and
at her like special instance and request And being so
indebted the said Mangattah 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 Wooddunhistna to pay him
the said last mentioned Sum of Money when she the said

Mangattah

Mangattah Ammaul should be thereto afterwards requested, And Whereas the said Mangattah Ammaul &c. afterwards to wit on the same day Year last aforesaid at Madras aforesaid accounted with the said Mooddukrishna of and concerning divers other Sums of Money before that time due and owing from the said Mangattah Ammaul to the said Mooddukrishna and then being in arrear and unpaid and upon that accounting the said Mangattah Ammaul was then and there found to be in arrear and indebted to the said Mooddukrishna in the further Sum of Six hundred Star Pagodas of the like Current Money of Madras And being so found in arrear and indebted the said Mangattah 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 Mooddukrishna to pay him the said last mentioned Sum of Money when she the said Mangattah Ammaul should be thereto afterwards requested Yet the said Mangattah Ammaul not regarding her said several promises and undertakings so by her in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Mooddukrishna 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 Mooddukrishna (although so to do the said Mangattah Ammaul was requested by the said Mooddukrishna 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 Mooddukrishna the said Mangattah Ammaul hath hitherto wholly refused and still doth refuse To the damage of the said Mooddukrishna of Six

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

Judgment by Confession

And the said Mangattah by William Light her Attorney comes and defends the wrong and injury when &c and says that she cannot deny the said action of the said Mooddu-=kristna nor but that she the said Mangattah did undertake and promise in Manner and form as the said Mooddukristna hath above thereof complained against her Nor but that the said Mooddukristna hath sustained damage by occasion of the Non-=performance by the said Mangattah of her several promises and undertakings in the said Plaint mentioned to the Sum of Four hundred and ten Star Pagodas over and besides his Costs and Charges by him about his Suit in this behalf expended and thereupon the said Mooddukristna Relinquishing the residue of the damages in the said plaint Mentioned prays &c Judgment for the damages so as aforesaid confessed together with his said Costs and Charges - It is therefore Considered and adjudged that the said Mooddukristna recover against the said Mangattah his damages aforesaid to the said Sum of Four hundred and ten Star Pagodas and that the said Mangattah pay unto the said Mooddukristna for his said Costs and Charges the Sum of Fifty Nine Star Pagodas and twenty four Fanams Which said damages Costs and Charges Amount to Four hundred and Sixty Nine Star Pagodas and twenty four Fanams - and the said Mangattah in Mercy &c.

Judgment signed for the Plaintiff the 25th. day of April 1811. P Williams Dy Prothy.

Mercy

And thereupon the said Cannekipa-=roo Mooddukistna by Daniel Neale his Attorney prays

prays the Writ of our Lord the King of Fire Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Houses, Lands, Debts and other Effects Real and personal of the said Mangattah Ammaul within the Jurisdiction of this Court by Seizure and if it be necessary by sale thereof the sum of Four hundred and Sixty Nine Pagodas and Twenty four fanams which the said Cannekiparoo Mooddukistna recovered against the said Mangattah Ammaul for damages which he hath sustained as well by Occasion of the Nonperformance of certain promises and Undertakings lately made by the said Mangattah Ammaul to the said Cannekiparoo Mooddukistna as for costs and Charges by him about his Suit in that behalf expended.

Writ of Fi. Fa. issued 8th April 1811. And it is granted unto him Returnable here on the Nineteenth day of May next.

No. 16

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice The Honble Sir Francis Machaghten Knight, and the Honble Sir John Henry Newbolt Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term of the year One thousand Eight hundred and Eleven

Madras to wit. Syed Ahmed otherwise called Meeran Sail puts in his place John Carruthers his Attorney against William Abbott in a Plea of Trespass on the case.-

Madras to wit The said William Abbott in his Own proper person at the suit of the said Syed Ahmed otherwise called Meeran Sail in the Plea aforesaids.-

Madras to wit Be it remembered that in the Vacation after the Fourth Term in the year One thousand eight hundred and Ten. before the Supreme Court of Judicature at Madras came Syed Ahmed Otherwise called Meeran Sail by John Carruthers his Attorney and brought into the said Court then there his certain Plaint Against William Abbott 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 Saye

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Plaint in Assumpsit filed 29th January 1833.—

Second Term 1811—

Madras to Wit— Syed Ahmed otherwise called Meeran Saib by John Carruthers his Attorney complains of William Abbott who is a British Subject and as such a person Amenable to the Jurisdiction of this Honorable Court For that Whereas the said William heretofore to wit on the Second day of January in the present Year of Christ One thousand Eight hundred and Eleven at Madras aforesaid was indebted to the said Syed Ahmed in the Sum of Five thousand Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Syed Ahmed before that time lent and Advanced 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 aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Syed Ahmed to pay him the said Sum of Money when he the said William should be thereunto afterwards requested And Whereas also the said William aforesaid was indebted to the said Syed Ahmed in other Five thousand Star Pagodas of the like Current Money of Madras aforesaid for so much Money by the said William before that time had and received to and for the use of the said Syed Ahmed and being so indebted he the said William in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Syed Ahmed to 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

on the same day and year aforesaid at Madras aforesaid Accounted together with the Said Syed Ahmed of and concerning divers other large Summs of Money before that Time due and owing from the said William to the said Syed Ahmed and then being in arrear and unpaid and upon such accounting he the said William was then and there found to be in arrear and indebted to the said Syed Ahmed in other Five thousand Star Pagodas of the like Current Money of Madras aforesaid and being so found in arrear and indebted he the said William in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Syed Ahmed to pay him the said last mentioned Summ of Money when he the said William should be thereunto afterwards requested yet the said William not regarding his said Several promises and undertakings as by him made in this behalf as aforesaid but contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Syed Ahmed hath not yet paid the said Several Summs of Money aforesaid or any or either of them or any part thereof to the said Syed Ahmed although often requested so to do but to pay the same or any part thereof to the said Syed Ahmed he the said William hath hitherto wholly refused and still doth to the Damage of the said Syed Ahmed of Five thousand Star Pagodas and therefore he brings his Suit &c.

And the said William by Daniel Neale his Attorney comes and defends the Wrong and injury when &c and Says that he cannot deny the Action of the said Syed

Plea of General Issue filed 12 Febry 1811 — and that the same was withdrawn upon a Plea of Confession being filed —

~~W2~~

Second Term 1811

Judgment by Confession

Syed Ahmeed otherwise called Meeran Saib now but the said William did undertake and promise in manner and form as the said Syed Ahmeed otherwise called Meeran Saib hath above thereof Complained against him now but that the said Syed Ahmeed otherwise called Meeran Saib hath sustained damages on Occasion of the not performing of the several Promises and undertakings in the said Declaration Mentioned to Three thousand one hundred and eighty four Pagodas Seventy three fanams and fourteen Cash parcel of the damages as by the said Declaration is above supposed. And thereupon the said Syed Ahmeed otherwise called Meeran Saib prays Judgement and his Damages so acknowledged together with his Costs and Charges by him about his Suit in this behalf expended to be Adjudged to him &c. Therefore it is considered that the said Syed Ahmeed otherwise called Meeran Saib do recover against the said William his damages aforesaid to the Sum of Three thousand one hundred and eighty four Pagodas Seventy three fanams and Fourteen Cash in Sum aforesaid Acknowledged and also One hundred and Seventy one Pagodas and eighteen fanams for his said Costs and Charges by the Court none here Adjudged to the said Syed Ahmeed otherwise called Meeran Saib and with his assent which said damages Costs and Charges in the whole Amount to Three thousand Three hundred and Forty five Pagodas Forty one fanams and fourteen Cash And the said William in Mercy &c.

Judgment Signed for the Plaintiff the 23d. day of April 1811. J Williams Ly Pothly.

Mercy

No 17

Second Term 1811.—

Pleas before the Honible Sir Thomas Andrew Strange, Knight Chief Justice The Honible Sir Francis Macnaghten Knight and the Honible Sir John Henry Newbolt Knight. Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term of the year One thousand Eight hundred and Eleven.—

Fort St. George, Madras ss. } Perumbadoo Chellapillay puts in his place Townes Disney his Attorney against Ummany Ummaul widow and Verdarayjen in a Plea of Trespass on the case.—

Fort St. George, Madras ss. } The said Ummany Ummaul and Verdarayjen in their own proper person at the suit of the said Perumbadoo Chellapillay in the Plea aforesaid.—

Fort St. George, Madras ss. } Be it remembered that in the Vacation after the First Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Perumbadoo Chellapillay by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against Ummany Ummaul and Verdarayjen 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. 18.

Second Term 1811 — 4/165

Plaint in Assumpsit — filed 1st March 1811 —

Fort St George Madras ss Perumbadoo Chella pillay — by Fernes Binny his Attorney complains of Ummany Ummaul — widow, and Verdarayjen being respectively Hindoo Inhabitants 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 Ummany Ummaul and Verdarayjen heretofore — to wit on the Twentieth Caurtega of Pramadoota year of the — Hindoos corresponding with the third day of December in the year of Christ One thousand eight hundred and ten at — Madras aforesaid made their certain Note in writing in the Malabar language according to the laws and customs of the Hindoo Natives of India their own proper hands being thereunto — respectively Subscribed bearing date the same day and year — aforesaid and then and there delivered the said Note to the — said Perumbadoo Chella pillay by which said Note they the — said Ummany Ummaul and Verdarayjen (by the names — and description of Ummany Ummaul wife and — Verdarayjen the adopted Son of Tilliveedungum Penya — Pram[illegible] Medelliar of Madras) acknowledged to have borrowed — and received of the said Perumbadoo Chellapillay the sum of — Eight hundred Star pagodas current Money of Madras which — sum the said Ummany Ummaul and Verdarayjen did — thereby engage to repay to the said Perumbadoo Chellapillay on — or before the third day of February then next ensuing with all — such interest as should or might become due thereon at the — rate of twelve per Cent per annum. By reason whereof — and by force of the laws and customs of such Hindoo Natives — of India the said Ummany Ummaul and Verdarayjen — became liable to pay to the said Perumbadoo Chellapillay

the

the said sum of Money in the said Note specified according to the tenor and effect of the said Note And being so liable they the said Unnamy Unnaul and Verdarayen 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 Perumbadoo Chellapilley 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 Unnamy Unnaul and Verdarayen afterwards to wit on the fifteenth day of February in the Year of Christ One thousand eight hundred and eleven at Madras aforesaid were indebted to the said Perumbadoo Chellapilley in the Sum of One thousand Star pagodas of the lawful current money of Madras for so much money by the said Perumbadoo Chellapilley before that time lent and advanced to the said Unnamy Unnaul and Verdarayen and at their special instance and request And being so indebted they the said Unnamy Unnaul and Verdarayen 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 Perumbadoo Chellapilley to pay him the said last mentioned Sum of Money when they the said Unnamy Unnaul and Verdarayen should be thereunto afterwards requested. And Whereas also the said Unnamy Unnaul and Verdarayen afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Perumbadoo Chellapilley in other One thousand Star pagodas of the like lawful current Money of Madras aforesaid for so much Money by the said Unnamy Unnaul

and Verdarangien before that time had and received to and for
the use of the ~~use~~ of the said Perumbadoo Chellapilley and
being so indebted they the said Ummany Ammaul and
Verdarangien 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
Perumbadoo Chellapilley to pay him the said last mentioned
sum of money when they the said Ummany Ammaul and
Verdarangien should be thereunto afterwards requested. And
Whereas also the said Ummany Ummaul and Verdarangien
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said Perumbadoo
Chellapilley of and concerning divers sums of money before
that time due and owing from the said
Ummany Ummaul and Verdarangien to the said Perumbadoo
Chellapilley and then being in arrear and unpaid and upon
that accounting the said Ummany Ummaul and
Verdarangien were then and there found to be in arrear
and indebted to the said Perumbadoo Chellapilley in
other One thousand Star pagodas of the like lawful
current money of Madras aforesaid and being so found
in arrear and indebted they the said Ummany Ummaul
and Verdarangien 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 Perumbadoo Chellapilley to pay

Item

him the said last mentioned sum of Money when
the said Ummany Ummaul and Verdarayen ie
should be thereunto afterwards requested Yet the said
Ummany Ummaul and Verdarayen not regarding
their said several promises and undertakings do by
them in manner and form aforesaid made but
subtilly to deceive and defraud the said Perumbadoo
Chellapilley 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
Perumbadoo Chellapilley (although they the said
Ummany Ummaul and Verdarayen were and each of
them were afterwards to wit on the same day and year
last aforesaid and often times afterwards at Madras
aforesaid by the said Perumbadoo Chellapilley requested
so to do) but to pay the same or any of them or any part
thereof to the said Perumbadoo Chellapilley they the said
Ummany Ummaul and Verdarayen have and each
of them hath hitherto wholly refused and still doth
refuse to the damage of the said Perumbadoo
Chellapilley of One thousand and five hundred Star
Pagodas and therefore he brings his Suit &c.

Judgment for the Plaintiff

And now in this Second Term in the Year One Thousand

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1811

Judgment Roll

Second Term

Section No 6

Plaintiff on a Verdict in Assumpsit.

thousand eight hundred and eleven that is to say on the Twenty eighth day of March to which day was given as well to the said Perumbadoo Chellapillay as to the said Ummany Ummaul and Verdarayen to inform the Court of the premises come before the Court the said Perumbadoo Chellapillay by his Attorney aforesaid And the said Ummany Ummaul and Verdarayen although solemnly demanded came not to answer nor did they say any thing in bar or preclusion of the said Action of the said Perumbadoo Chellapillay whereby the said Perumbadoo Chellapillay remains therein undefended against the said Ummany Ummaul and Verdarayen — and afterwards to wit on the Second day of April in the same Term the Justices of the said Court having heard the allegations of the said Perumbadoo Chellapillay and examined the truth thereof and duly considered the evidence produced on the part of the said Perumbadoo Chellapillay in support of his said allegations say that the said Ummany Ummaul and Verdarayen did undertake and promise in manner and form as the said Perumbadoo Chellapillay hath in his said Plaint in that behalf therein alledged — and the Justices aforesaid assess the damages of the said Perumbadoo Chellapillay by occasion of the non performance of the several promises and undertakings in the said Plaint of the said Perumbadoo Chellapillay mentioned besides his costs and charges by him about his suit in this behalf expended to Eight hundred and thirty three Pagodas and twenty Nine fanams — Therefore it is considered that the said Perumbadoo Chellapillay do recover against the said Ummany Ummaul and Verdarayen his damages aforesaid in form aforesaid assessed and also One hundred and twenty one Pagodas and eighteen Fa-

Judgment signed for the Plaintiff the 27th day of April 1811.
J Williams
Dy Prothy

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for his said Costs and Charges by the Court now here adjudged to the said Perumbadoo Chellapilley with his Assent which said damages Costs and Charges in the whole amount to Two Nine hundred and fifty five Pagodas and two Fanams — And the said Ummany Ummanal and Verdanayagen do in mercy &c. —

Mercy.

Second Term 1811

Second Term 1811.

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 Second Term of the year — One thousand Eight hundred and Eleven. —

Madras to wit Ponna Pillay puts in his place John Carruthers his — Attorney against Ramasawmy Naick in a Plea of Trespass on the case. —

Madras to wit The said Ramasawmy Naick puts in his place — William Light his Attorney at the suit of the said Ponna pillay 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 Ten before the Supreme Court of Judicature at Madras came Ponna pillay by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against Ramasawmy Naick in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Plaint in Assumpsit filed 18th Dect. 1810.

Madras. (to Wit) Poona Pillay by John Carruthers his Attorney Complains of Rama Sawmy Naick who is an Hindoo Inhabetant 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 Ramasawmy heretofore to wit on the Eighth day of December in the present Year of Christ One Thousand Eight hundred and Ten at Madras aforesaid was indebted to the said Poona Pillay in the Sum of Three hundred Star Pagodas of the lawful Current Money of Madras aforesaid for so much Money by the said Ramasawmy before that time had and received to and for the use of the said Poona Pillay and being so indebted he the said Ramasawmy in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Poona Pillay to pay him the said Sum of Money when he the said Ramasawmy should be thereunto afterwards requested. And Whereas also the said Rama Sawmy afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Poona Pillay in the further Sum of Three hundred Star Pagodas of the like Current Money of Madras aforesaid

For

Second Term 1811

for so much Money before that time and then due and
payable from the said Ramasawmy to the said Ponna
Pillay for Interest upon and for the forbearance of divers
large Sums of Money before then had and received by the
said Ramasawmy to and for the said Ponna Pillay and by
him the said Ponna Pillay forborne to the said Ramasawmy
for divers long spaces of time before then elapsed at the
like special instance and request of the said Ramasawmy
and also for other Money before that time and then due
and payable from the said Ramasawmy to the said
Ponna Pillay for interest upon and for the forbearance of
divers large Sums of Money before then due and owing
from the said Ramasawmy to the said Ponna Pillay and
by him the said Ponna Pillay forborne to the said Rama
sawmy for divers long spaces of time before then elapsed
at the like special instance and request of the said
Ramasawmy and being so indebted the said Rama-
sawmy in consideration thereof afterwards to wit on the same
day and Year aforesaid undertook and then and there
faithfully promised the said Ponna Pillay to pay him the said
last mentioned Sums of Money when he the said Ramasawmy
should be thereunto afterwards And Whereas also the said
Ramasawmy afterwards to wit on the same day and Year
aforesaid

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aforesaid at Madras aforesaid Accounted together with the said Ponna Pillay of and concerning diverse other large Sums of Money before that time due and owing from the said Rama-Sawmy to the said Ponna Pillay and then being in Arrear and unpaid and upon such Accounting he the said Ramasawmy was then and there found to be in Arrear and indebted to the said Ponna Pillay in other Three hundred Star Pagodas of the like Current Money of Madras aforesaid and being so found in arrear and indebted he the said Ramasawmy in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Ponna Pillay to pay him the said last mentioned Sum of Money when he the said Ramasawmy should be thereunto afterwards requested yet the said Ramasawmy not regarding his said several promises and undertakings so by him made in this behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Ponna Pillay in this behalf hath not yet paid the said several Sums of Money or any or either of them or any part thereof although often requested so to do but to pay the same or any part thereof to the said Ponna Pillay he the said Ramasawmy hath hitherto wholly

Refused

Second Term 1811

refused and still doth refuse to the damage of the said Ponna
Pillay of Three hundred Star Pagodas and therefore he brings his
Suit &c.—

imparlance

And afterwards to wit on the Thirteenth day of January
One Thousand Eight hundred and Eleven in the Vacation after
the said Fourth Term of the said Year One Thousand Eight
hundred and Ten in the said Supreme Court of Judicature at
Madras until which day the said Ramadauny Naick had
leave to imparl to the said Plaint and then to answer the
same came as well the said Ponna Pillay by his said
Attorney as the said Ramadauny Naick by his said
Attorney and the said Ramadauny Naick defends the wrong
and injury when &c. and says that he did not undertake
or promise in manner and form as the said Ponna Pillay
hath above thereof complained against him and of this he puts
himself upon the Court &c.—

Plea filed 30th January 1810.

Afterwards to wit in the First Term of the Year
One Thousand Eight hundred and Eleven
aforesaid by their Attorneys aforesaid and thereupon the said
Ponna Pillay as to the Plea of the said Ramasamy Naick by
him above Pleaded and whereof he hath put himself upon
the Court doth the like.—

Replication filed February 14th 1811. & issue joined

And now in this Second Term in the year
One Thousand Eight hundred and Eleven that is to say on
the Nineteenth day of February to which day was given as
well to the said Ponna Pillay as to the said Ramasamy
Naick to inform the Court of the Premises at which day came

Judgment for the Plaintiff on a Verdict in Assumpsit.

the

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the parties aforesaid by their said Attornies and the Justices of the said Court having heard the respective allegations of the parties and examined the truth thereof and deliberately considered the Evidence on both Side say that the said Ramasawmy Naick did undertake and promise in manner and form as the said Ponna Pillay hath above thereof complained against him and they assess the damages of the said Ponna Pillay on occasion of the Premises besides his Costs and Charges by him about his Suit in this behalf expended to One hundred and Fifty Pagodas Therefore it is considered that the said Ponna Pillay do recover against the said Ramasawmy Naick his said damages aforesaid in form aforesaid assessed and also One hundred and Seventy Six Pagodas and Twenty Eight Fanams for his Costs & Charges by the said Court now here adjudged to the said Ponna Pillay with his assent which said damages Costs and Charges in the whole Amount to Three hundred and Twenty Six Pagodas and Twenty Eight Fanams

Judgment signed for the Plaintiff the first day of May 1811. J Williams Dy Prothy.

Mercy and the said Ramasawmy Naick in Mercy &c.

And hereupon the said Ponna Pillay by John Saunders 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 Ramasawmy Naick to Satisfy the said Ponna Pillay of Three

hundred

hundred and twenty Six Pagodas and twenty
Eight fanams which the said Ponna Pillay
recovered against the said Ramasawmy Naick
of the Nonperformance of certain promises
and undertakings lately made by the said
Ramasawmy Naick to the said Ponna
Pillay 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 fifteenth day of May Instant

Writ of Sa:
ad: Sa: issued
5th May 1811

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 Second Term of the year One thousand Eight hundred and Eleven. —

Fort St. George } Thomas Parry, John Neil, David Pugh and Adam
Madras to wit } Taite Gibbons put in their place William Light their Attorney against Colatoor Narasingiah Braminy and Colatoor Seenevasa Iyangar in a Plea of Trespass on the case. —

Fort St. George } The said Colatoor Narasingiah Braminy and Colatoor —
Madras to wit } Seenevasa Iyangar in their own proper person at the suit of the said Thomas Parry, John Neil, David Pugh and Adam Taite Gibbons in the Plea aforesaid. —

Fort St. George } Be it Remembered that in the Vacation after the —
Madras to wit } Fourth Term in the year One thousand Eight hundred and Eight before the Supreme Court of Judicature at — Madras came Thomas Parry, John Neil, David Pugh and Adam Taite Gibbons by William Light their Attorney and brought into the said Court then there their certain Plaint against Colatoor Narasingiah Braminy and — Colatoor Seenevasa Iyangar 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

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Plaint in Assumpsit filed 20th October 1808.

Fort Saint George } Madras to Wit Thomas Parry John Neil David Pugh and Adam Tait Gibbons by William Leight their Attorney Complain of Calatoor Narsingiah Brinjary and Calatoor Seenevasa Iyangar being Hindoo Inhabitants of Madras respectively and as such Persons liable to the Jurisdiction of this Honorable Court of a Plea of Trespass on the case For that Whereas the said Calatoor Narsingiah Brinjary and Calatoor Seenevasa Iyangar heretofore to wit on the Sixth day of June in the year of Our Lord One Thousand Eight hundred and Eight at Madras aforesaid made and Signed their Certain Note in writing commonly called a Promissory Note their own proper hand writing being thereunto set and Subscribed bearing date the day and year aforesaid and thereby Three Months after date promised to pay the said Thomas Parry John Neil David Pugh and Adam Gibbons by the name and addition of Messrs. Parry Neil & Co. or order the Sum of Five Thousand Three hundred and fifty Star Pagodas for Value received in Goods by them the said Calatoor Narsingiah Brinjary and Calatoor Iyangar and then and there delivered the said Note to the said Thomas Parry John Neil David Pugh and Adam Tait Gibbons whereby and by reason of which said Several Promises and by force of the Statute in such Case made and Provided

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provided the said Calatoor Narsingiah Branmy and
Calatoor Seenevasa Iyangar became liable to pay to the
said Thomas Parry John Neil David Pugh and
Adam Taite Gibbons the said Sum of money in the
said Note specified according to the tenor and effect of the
said Note and being so liable they the said Calatoor
Narsingiah Branmy and Calatoor Seenevasa
Iyangar in consideration thereof afterwards to wit
on the day and year aforesaid at Madras aforesaid
undertook and faithfully promised the said Thomas
Parry John Neil David Pugh and Adam Taite
Gibbons to pay them the said Sum of Money in the
said Note specified according to the tenor and effect
of the said Note And whereas the said Calatoor
Narsingiah Branmy and Calatoor Seenevasa
Iyangar heretofore to wit on the Twelfth
day of October One thousand Eight hundred and
Eight at Madras aforesaid were indebted to
the said Thomas Parry John Neil David Pugh
and Adam Taite Gibbons in other Eleven
Thousand Star Pagodas for divers Goods wares
and Merchandizes by the said Thomas Parry John
Neil David Pugh and Adam Taite Gibbons before
that time to the said Calatoor Narsingiah Branmy

and

and Calatoor Seenevasa Iyangar sold and delivered at
their special instance and request and being so indebted they
the said Calatoor Narsingiah Braming and Calatoor
Seenevasa Iyangar undertook and then and there faithfully
promised the said Thomas Parry John Neil David Pugh
and Adam Tait Gibbons to pay them
and Calatoor Seenevasa Iyangar should be thereto afterwards
requested And Whereas afterwards to wit on the same day
and year last aforesaid at Madras aforesaid in Consideration that the said
Thomas Parry John Neil David Pugh and Adam
Tait Gibbons had before that time sold and delivered
divers other Goods wares and Merchandizes to the said
Calatoor Narsingiah Braming and Calatoor Seenevasa
Iyangar and at their special instance and request they the
said Calatoor Narsingiah Braming and Calatoor
Seenevasa Iyangar undertook and then and there faithfully
promised the said Thomas Parry John Neil
David Pugh and Adam Tait Gibbons to pay them so
much money as therefore reasonably deserved to have
of the said Calatoor Narsingiah Braming and Calatoor
Seenevasa Iyangar when they the said Calatoor
Narsingiah Braming and Calatoor Seeneva Iyangar
should be thereto afterwards requested And the said
Thomas Parry John Neil David Pugh and Adam
Tait Gibbons then had they therefore reasonably deserved
to have of the said Calatoor Narsingiah Braming
and Calatoor Seenevasa Iyangar the further sum of
Eleven Thousand Star Pagodas to wit at Madras aforesaid

aforesaid whereof the said Calatoor Narsingiah Branniny and Calatoor Seenevasa Iyangar afterwards to wit on the same day and year last aforesaid there had Notice and being so indebted they the said Calatoor Narsingiah Branniny and Calatoor Seenevasa Iyangar 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 Parry John Neil David Pugh and Adam Taite Gibbons to pay them the said last mentioned sum of money when they the said Calatoor Narsingiah Branniny and Calatoor Seenevasa Iyangar should be thereto afterwards requested And whereas the said Calatoor Narsingiah Branniny and Calatoor Seenevasa Iyangar afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Thomas Parry John Neil David Pugh and Adam Taite Gibbons in other Pagodas Thousand Star Pagodas of the current money of Madras aforesaid for so much money by the said Thomas Parry John Neil David Pugh and Adam Taite Gibbons before that time lent and advanced to the said Calatoor Narsingiah Branniny and Calatoor Seenevasa Iyangar at their special instance and request and being so indebted they the said Calatoor Narsingiah Branniny and Calatoor Seenevasa Iyangar in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised

promised the said Thomas Parry John Pugh and Adam Tait Gibbons to pay them the said last mentioned Sum of money when they the said Calatoor Nardingiah Branimy and Calatoor Seenevasa Iyangar should be thereto afterwards requested And Whereas also the said Calatoor Nardingiah Branimy and Calatoor Seenevasa Iyangar afterwards to wit on the same day and year last aforesaid were indebted to the said Thomas Parry John Nid David Pugh and Adam Tait Gibbons in other Eleven Thousand Star Pagodas of like current money of Madras aforesaid for so much money by the said Thomas Parry John Nid David Pugh and Adam Tait Gibbons before that time paid laid out and expended to and for the use of the said Calatoor Nardingiah Branimy and Calatoor Seenevasa Iyangar at their special instance and request and being so indebted they the said Calatoor Nardingiah Branimy and Calatoor Seenevasa Iyengar in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid there faithfully promised the said Thomas Parry John Nid David Pugh and Adam Tait Gibbons to pay them the said last mentioned Sum of Money when they the said Calatoor Nardingiah Branimy and Calatoor Seenevasa Iyangar should be thereto afterwards requested And Whereas also the said Calatoor Nardingiah Branimy and Calatoor Seenevasa Iyangar afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the

the said Thomas Parry John Neil David
Pugh and Adam Taite Gibbons in other
Eleven Thousand Star Pagodas of like current money
of Madras aforesaid for so much money by the said
Calatoor Narsingiah Branmy and Calatoor Seenevasa
Iyangar before that time had and received to and for the
use of the said Thomas Parry John Neil David
Pugh and Adam Taite Gibbons and being so indebted
they the said Calatoor Narsingiah Branmy and
Calatoor Seenevasa Iyangar in consideration thereof
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faith-
fully promised the said Thomas Parry John Neil
David Pugh and Adam Taite Gibbons to pay them
the said last mentioned sum of money when they the
said Calatoor Narsingiah Branmy and Calatoor
Seenevasa Iyangar should be thereto afterwards requested
And whereas also the said Calatoor Narsingiah
Branmy and Calatoor Seenevasa Iyangar afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said Thomas
Parry John Neil David Pugh and Adam Taite
Gibbons of and concerning divers other sums of money
then due and owing from the said Calatoor

Narsingiah

Narsingiah Branmy and Calatoor Seenevasa Iyangar
to the said Thomas Parry John Niel David Pugh &c
and Adam Saite Gibbons and then being in arrear and
unpaid upon that accounting they the said Calatoor Narsingiah
Branmy and Calatoor Seenevasa Iyangar were there
found to be in arrear and indebted to the said
Thomas Parry John Niel David Pugh and Adam
Saite Gibbons in other Eleven Thousand Star Pagodas
of like current money of Madras aforesaid and being so
indebted they the said Calatoor Narsingiah Branmy
and Calatoor Seenevasa Iyangar 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 Thomas Parry John
Niel David Pugh and Adam Saite Gibbons to pay
them the said last mentioned Sum of Money when
they the said Calatoor Narsingiah Branmy and Calatoor
Seenevasa Iyangar should be thereto afterwards requested
Yet the said Calatoor Narsingiah Branmy and
Calatoor Seenevasa Iyangar not regarding the said
several promises and undertakings so made by them in
this behalf as aforesaid but contriving and fraudulently
intending craftily and subtilly to deceive and defraud
the said Thomas Parry John Niel David Pugh and
Adam Saite Gibbons have or any or either of them

hath

hath not yet paid the said several Sums of money aforesaid
or any part thereof to the said Thomas Parry John Neil &
David Pugh Adam Saite Gibbons or to any or either of
them Although often requested &c to do but to pay the same or any
part thereof they the said Colatoor Narsingiah Branmy and
Colatoor Seenevasa Iyangar have hitherto wholly refused and
still do refuse to the damage of the said Thomas Parry
John Neil David Pugh and Adam Saite Gibbons of
Eleven Thousand Star Pagodas and therefore they bring &
their Suit &c.

Judgment for the Plaintiffs on a Verdict in Assumpsit.

And now in the Second Term in the Year One &
Thousand eight Hundred and eleven that is to say on the
Twenty third day of March to which day was given as well to
the said Thomas Parry John Neil David Pugh and Adam
Saite Gibbons as to the said Colatoor Narsingiah Branmy
and Colatoor Seenevasiah Iyengar and the said Colatoor
Narsingiah Branmy and Colatoor Seenevasiah Iyengar
say Nothing in bar or preclusion of the said Action of the
said Thomas Parry, John Neil David Pugh and Adam
Saite Gibbons by which the said Thomas Parry, John Neil,
David Pugh and Adam Saite Gibbons remain thereof
undefended against the Colatoor Narsingiah Branmy and
Colatoor Seenevasiah Iyengar for which the said Thomas Parry,
John Neil, David Pugh and Adam Saite Gibbons ought to
recover their Damages by occasion of the premises and
aforesaid & to wit on the Twenty Seventh day of the said Month
of March in the Term last aforesaid the said Court having

diligently

diligently inquire what Damages the said Thomas Parry John Neil, David Pugh and Adam Taite Gibbons have sustained as well by the means aforesaid as for their Costs and Charges by them about their Suit in this behalf expended do find and adjudge that the said Thomas Parry John Neil David Pugh and Adam Taite Gibbons have Sustained Damages by occasion of the Premises over and above their Costs and Charges to Six thousand four Hundred and Seventy one Star Pagodas their Costs and Charges to Two Hundred and Seventy eight Star Pagodas and thirty Seven Fanams Therefore it is Considered that the said Thomas Parry, John Neil, David Pugh and Adam Taite Gibbons Recover against the said Colatoor Narsingiah Brauning and Colatoor Seenevasiah Iyengar their Damages and Costs aforesaid by the Court aforesaid in manner and form aforesaid found and adjudged which Damages Costs and Charges in the whole Amount to Six thousand Seven Hundred and Forty Nine Star Pagodas and thirty Seven Fanams and the said Colatoor Narsingiah Brauning and Colatoor Seenevasiah Iyengar in Mercy.

Judgment signed for the Plaintiffs the Sixth day of May 1811. J Williams Dy Proth.

Mercy.

And thereupon the said Thomas Parry John Neil David Pugh and Adam Taite Gibbons by William Light their Attorney pray the Writ of our Lord the King of Fire Facias to be directed to the Sheriff of Madras commanding him to Levy and make of the Houses, Lands, Debts and other Effects Real and personal of the

W. M.

the said Colatoor Narsingiah Draminy and Colatoor Seenivasa Iyangar within the Jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the sum of Six thousand Seven hundred and forty Nine Pagodas and thirty Seven fanams which the said Thomas Carry John Neil, David Dugh and Adam Taite Gibbons recovered against the said Colatoor Narsingiah Draminy and Colatoor Seenevasa Iyangar for damages which they have sustained as well by Occasion of Non performance of certain promises and undertakings lately made by the said Colatoor Narsingiah Draminy and Colatoor Seenevasa Iyangar to the said Thomas Carry John Neil, David Dugh and Adam Taite Gibbons as for Costs and Charges by them about their Suit in that behalf expended. And Writ of Fi. Fa. it is granted unto them Returnable here on the issued on the 6th Sixth day of June Next. —
May 1811 — —

Second Term 1811

Pleas before the Stonble Sir Thomas Andrew Strange, Knight Chief Justice and the Stonble Sir John Henry Newbolt Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term of the year One thousand Eight hundred and Eleven.

Madras to wit. Moodumba Seenevasa Iyengar puts in his place John Carruthers his Attorney against Coomelee Seenevasa Iyengar in a Plea of Trespass on the case.

Madras to wit. The said Coomela Seenevasa Iyengar in his own proper person at the suit of the said Moodumba Seenevasa Iyengar 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 Ten Moodumba Seenevasa Iyengar by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against Coomela Seenevasa Iyengar 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 Jan.y 19th. 1811.

Madras to Wit. Moodumba Seenevasa Iyengar by John Carruthers his Attorney Complains of Coome-lee Seenevasa Iyengar who is an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Coomelee Seenevasa Iyengar heretofore to wit on the Third Tooritharry of Sobhanda year corresponding with the Fifteenth day of September in the year of Christ One Thousand Eight hundred and Nine at Madras aforesaid according to the Customs of the Hindoo Natives of India made his certain Note in Writing in the Malabar Language purporting to be a Bond his proper hand being thereunto Set and Subscribed and bearing date the Same day and year aforesaid and then and there delivered the said Note in Writing to the said Moodumba Seenevasa Iyengar by which said Note in Writing the said Coomelee Seenevasa Iyengar 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 Moodumba Seenevasa Iyengar the Sum of One hundred and Fifty Pagodas and did thereby engage to repay to the said Moodumba Seenevasa Iyengar the same Sum on or before the Thirtieth Tooritharry of Parmadata year or the Tenth October of the Year of Christ One Thousand Eight hundred and Ten with all such interest as should or might become due thereon at the rate of Twelve per Cent

per

for Annum by means whereof and according to the Custom afore-
said of such Undertakers he the said Cannelee Seenevasa Iyengar became
liable to pay to the said Moodumba Seenevasa Iyengar 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 he the said Cannelee Seenevasa Iyengar 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 Moodumba Seenevasa Iyengar 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 Cannelee Seenevasa Iyengar afterwards
to wit on the Second day of January in the present Year
One thousand Eight hundred and Eleven at Madras
aforesaid was indebted to the said Moodumba Seenevasa
Iyengar in other Three hundred Star Pagodas of the like
Current Money of Madras aforesaid for so much Money by the
said Moodumba Seenevasa Iyengar before that time lent and
Advanced to the said Cannelee Seenevasa Iyengar and at his
special instance and request and being so indebted he the said
Cannelee Seenevasa Iyengar 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 Moodumba Seenevasa Iyengar to pay him the said
last Mentioned Sum of Money when he the said Cannelee
Seenevasa Iyengar should be thereunto afterwards requested

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Judgment Roll

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Section 7-

And Whereas also the said Coomelee Seenevasa Iyengar afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Moodumba Seenevasa Iyengar in other Three hundred Star Pagodas of the like Current Money of Madras aforesaid for so much Money by the said Coomelee Seenevasa Iyengar before that time had and received to and for the use of the said Moodumba Seenevasa Iyengar and being so indebted he the said Coomelee Seenevasa Iyengar 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 Moodumba Seenevasa Iyengar to pay him the said last mentioned Sum of Money when he should be thereunto afterwards requested. And Whereas also the said Coomelee Seenevasa Iyengar afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted together with the said Moodumba Seenevasa Iyengar of and concerning divers other large Sums of Money before that time due and owing from the said Coomelee Seenevasa Iyengar to the said Moodumba Seenevasa Iyengar and then being in arrear and unpaid and upon such Accounting he the said Coomelee Seenevasa Iyengar was then and there found to be in Arrear and indebted to the said Moodumba Seenevasa Iyengar

in other Three hundred Star Pagodas of the Lesse Current
Money of Madras aforesaid and being so found in Arrear
and indebted he the said Coomelee Seenevasa Iyengar
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 Moodumba
Seenevasa Iyengar to pay him the said last Mentioned
Sum of Money when he the said Coomelee Seenevasa
Iyengar should be thereunto afterwards requested Yet
the said Coomelee Seenevasa Iyengar not regarding
his said Several promises and undertakings so by him
made in this behalf as aforesaid but contriving and
fraudulently intending craftily and subtilly to deceive
and defraud the said Moodumba Seenevasa Iyengar
hath not as yet paid the said Several Sums of Money
aforesaid or any or either of them
to the said Moodumba Seenevasa Iyengar (although he
often requested so to do) but to pay the same or any
part thereof to the said Moodumba Seenevasa
Iyengar he the said Coomelee Seenevasa Iyengar
hath hitherto wholly refused and still doth refuse to
the damage of the said Moodumba Seenevasa
Iyengar of Three hundred Star Pagodas

and

and therefore he brings his Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in this First Term in the Year of our Lord One Thousand Eight hundred and Eleven that is to say on the Eleventh day of February until which day was given as well to the said Moodumba Seenevasa Iyengar as to the said Comelee Seenevasa Iyengar to inform the Court of the premises comes the said Moodumba Seenevasa Iyengar by his Attorney aforesaid and the said Comelee Seenevasa Iyengar 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 Comelee Seenevasa Iyengar did undertake and promise in Manner and form as the said Moodumba Seenevasa Iyengar hath above in that behalf alledged against him - And they assess the damages of the said Moodumba Seenevasa Iyengar 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

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suit in this behalf expended to One hundred and Seventy Nine Pagodas and Seventy four Fanams and for those Costs and Charges to One Hundred and Thirty Six Pagodas and Nine Fanams Therefore It is considered that the said Moodumba Seenevasa Iyengar do recover against the said Comelee Seenevasa Iyengar his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to Three hundred and Fifteen Pagodas and Thirty three Fanams - And the said Comelee Seenevasa Iyengar in Money &c.

Judgment signed for the Plaintiff the 9th day of May 1811.

J Williams Dy Prothy

Money.

And hereupon the said Moodumba Seenevasa Iyengar by John Carruthers his Attorney prays the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras commanding him to Levy and make of the Goods Lands Debts and other Effects Real and personal of the said Coomelee Seenevasa Iyengar within the Jurisdiction of this Court

Court by Seizure and if it be Necessary
by sale thereof the sum of Three hundred
and fifteen Pagodas and thirty three
fanams which the said Moodumba
Seenevasa Iyengar recovered against the
said Coomelee Seenevasa Iyengar for
damages which he hath sustained as well
by occasion of the Nonperformance of
certain promises and Undertakings lately
made by the said Coomelee Seenevasa
Iyengar to the said Moodumba Seenevasa Iyengar
as for Costs and Charges by him about
his Suit in that behalf expended. And
it is granted unto him Returnable here on the
Tenth day of June Next. —

Writ of Fi. Fa. issued on the 9th May 1811 —

Second Term 1811 -

Pleas before The Honble Sir
Francis . Macnaghten Knight
Puisne Justice of His Majestys
Supreme Court of Judicature at
Madras of the Second Term of
the year One thousand Eight
hundred and Eleven -

Fort St. George
Madras to wit } Annanthiah Braminy puts in his place William
Light his Attorney against George Moore Esquire in a
Plea of Trespass on the case . -

Fort St. George
Madras to wit } The said George Moore puts in his place Robert
Orme his Attorney at the suit of the said Annanthiah
Braminy in the Plea aforesaid . -

Fort St. George
Madras to wit } Be it remembered that in the Vacation after the
First Term in the year One thousand Eight hundred
and Ten before the Supreme Court of Judicature at
Madras came Annanthia Braminy by William Light
his Attorney and brought into the said Court then there
his certain Plaint against George Moore in a Plea
of Trespass on the case and there are Pledges for the
prosecution to wit John Doe and Richard Roe -
which said Plaint follows in these words that is to say

Fort St. George

Plaint in Debt — Fort Saint George Madras to wit — Annanthaah Brauniny
filed 17th March 1810 —

by William Leight his Attorney Complaining of George &
Moore Esquire a British Subject and as such a person
subject to the Jurisdiction of this Honorable Court of a
Plea that he the said George Moore do render unto him the
said Annanthia Brauniny the Sum of Four Thousand and
Eight hundred Star Pagodas of the Current Money of
Madras which he owes to and unjustly detains from him
For that Whereas the said George Moore by his description of
Geo Moore heretofore to wit on the Eleventh day of October
in the Year of Our Lord One thousand Eight hundred
and Eight at Madras aforesaid by his certain Writing
Obligatory Sealed with the Seale of the said George Moore
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 Annanthia Brauniny in the
said Sum of Four thousand and Eight hundred Star
Pagodas to be paid to the said Annanthia Brauniny when
he the said George Moore should be thereunto afterwards
requested Yet the said George Moore although often requested
to pay the same hath not yet paid the said Sum of Four
Thousand and Eight hundred Star Pagodas above demanded
or any part thereof to the said Annanthaah Brauniny but to
pay the same or any part thereof he the said George Moore

Saith

hath hitherto wholly refused and still doth refuse to the
Damage of the said Ananthiah Brauning of Twenty
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 George had leave to imparl to the
said Plaint and then to Answer the same came as
well the said Ananthiah Brauning by his said Attorney
as the said George by his said Attorney and the said
George defends the wrong and injury when &c and
saith that he ought not to be charged with the said debt
by virtue of the said writing because he saith that that
writing is not his Deed, and of this he puts himself upon
the Court &c.

And the said Ananthiah Brauning
doth the like.

Afterwards that is to say on the first
day of October in this fourth Term of the Year One
thousand Eight hundred and Ten before the Justices
of the Court here come the parties aforesaid by their
Attornies aforesaid and the said Justices having
examined and considered the several allegations of the
said parties and the Depositions of Witnesses in

regard thereto It appears to the Court that the said
Writing obligatory in the said Plaint of the said
Avenanthiah Branning mentioned is the Deed of the
said George Moore Esquire and that the said George
Moore Esquire doth owe to and detain from the
said Avenanthiah Branning the said Sum of Four
Thousand and Eight hundred Star Pagodas in
manner and form as the said Avenanthiah
Branning hath above thereof complained against him
It is therefore adjudged by the Court that the said
Avenanthiah Branning do recover against the said
George Moore Esquire his said Debt and also
One Hundred and Thirty Nine Star Pagodas and
Thirty three fanams for his Damages which
he hath sustained as well by occasion of the
detaining the said Debt as for his Costs and
Charges by him laid out about his Suit in this
behalf by the Court here Adjudged to the said
Avenanthiah Branning and with his assent and the
said George Moore Esquire in Mercy &c.

Judgment signed for the Plaintiff the 11th day of May 1811
J Williams
Dy Prothy.

Mercy

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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 Second Term of the year One thousand Eight hundred and Eleven. —

Fort St. George, Madras } Candappa Chittyar puts in his place John Carruthers his Attorney against Madoorimangalam Shanmoga Battar, Callattore Chinnadah Chaury, Aloochure Croosappa Mastry and Coodalore Tandava Mastry in a Plea of Trespass on the case —

Fort St. George, Madras } The said Madoorimangalam Shanmoga Battar, Callattore Chinnadah Chaury, Aloochure Croosappa Mastry and Coodalore Tandava Mastry in their own proper person at the suit of the said Candappa Chittyar in the Plea aforesaids —

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 Candappa Chittyar by John Carruthers his Attorney and brought into the said Court then there his certain plaint against Madoorimanga: -lam Shanmoga Battar, Callattore Chinnadah Chaury, Aloochure Croosappa Mastry and Coodalore Tandava Mastry 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

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Second Term 1811.

Plaint in Assumpsit filed 2nd July 1810.

Fort Saint George Madras Candappa Chittyar of Madras Inhabitant by John Carruthers his Attorney Complains of Madoorimangalam Shanmoga Battar, Callattore Chinnadah Chaury Alloochure Eroodappa Mudry and Coodalore Taundava Mudry who are respectively Hindoo Inhabitants of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Madoorimangalam Shanmoga Battar, Callattore Chinnadah Chaury, Alloochure Eroodappa Mudry and Coodalore Taundava Mudry and One Caungeepooram Soobbah Battar since deceased in the life time of the said Caungeepooram Soobbah Battar heretofore to wit on the Twenty fourth day of November in the Year One Thousand Eight Hundred and Eight at Madras aforesaid made their certain Note in Writing in the Malabar language according to the laws and customs of such Hindoo Natives of India their own proper hand being thereunto respectively set and subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Candappa Chittyar by which said Note they the said Madoorimangalam Shanmoga Battar, Callatore Chinnadh Chaury, Alloochure Eroodappa Mudry, Coodalore Taundava

Tsundava Mastry and Caunjeepooram Soobbah Battan — acknowledged to have Borrowed and received of the said Candasspa Chittyar (by the Name and addition of Candasspa Chittyar Son of Soobboo Chittyar) the Sum of Two Hundred Star Pagodas Current Money of Madras which Sum they the said Madooreimangalam Shanmoga Battar Callatore Chinnadah Chaury Aloochure Crooasspa Mastry Coodalore Tsundava Mastry and Caunjeepooram Soobbah Battan did thereby engage to repay to the said Candasspa Chittyar on or before the Tenth day of July in the Year One thousand Eight hundred and Nine with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum By Reason whereof and according to the Laws and Customs of such Hindoo Natives of India they the said Madooreimangalam Shanmoga Battar, Callatore Chinnadah Chaury, Aloochure Crooasspa Mastry, Coodalore Tsundava Mastry and Caunjeepooram Soobbah Battan in the life time of the said Caunjeepooram Soobbah Battan then and there became liable to pay to the said Candasspa Chittyar the said Sum of Money in the said Note contained according to the tenor and effect of the said Note. And being so liable they the said

Madooreimangalam

Second Term 1811.

Madooreimangalam Shanmoga Battar, Cattatore Chinnadah Chauny, Aloochure Eroodasspa Madtry, Coodalore Saundava Madtry and Caunjeepooram Soobbah Battan in the life time of the said Caunjee-pooram Soobbah Battan in consideration thereof after-wards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Candasspa Chittyar to pay him the said sum of Money in the aforesaid Note contained when they should be thereunto after-wards requested. Yet the said Madooreimangalam Shanmoga Battar, Cattatore Chinnadah Chauny, Aloochure Eroodasspa Madtry, Coodalore Saundava Madtry and Caunjeepooram Soobbah Battan in the life time of the said Caunjeepooram Soobbah Battan not regarding their aforesaid promise and undertaking so by them in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Candasspa Chittyar in this particular the said Madooreimangalam Shanmoga Battar, Cattatore Chinnadah Chauny, Aloochure Eroodasspa Madtry Coodalore Saundava Madtry and Caunjeepooram Soobbah Battan or either of them in the life time of the said Caunjeepooram

No. 23.

Caunjeepooram Soobbah Battan nor the said Madooreimanga-
-galam Shanmoga Battar, Callatore Chinnadah Chaury,
Alooshure Eroosappa Mastry and Coodalore Tamdava Mastry
or either of them after the death of the said Caunjee-
-pooram Soobbah Battan hath not paid the said last
mentioned Sum of Money or any part thereof to the said
Candappa Chittyar although the said Madooreimangalam
Shanmoga Battar, Callatore Chinnadah Chaury, Alooshure
Eroosappa Mastry Coodalore Tamdava Mastry and Caunjee-
-pooram Soobbah Battan in the life time of the said Caun-
-jeepooram Soobbah Battan and the said Madooreimanga-
-lam Shanmoga Battar, Callatore Chinnadah Chaury,
Alooshure Eroosappa Mastry and Coodalore Tamdava
Mastry after the death of the said Caunjeepooram Soobbah
Battan were often requested do to do, but to pay the same or any
part there of they the said Madooreimangalam Shanmoga Battar
Callatore Chinnadah Chaury, Alooshure Eroosappa Mastry &
Coodalore Tamdava Mastry and Caunjeepooram Soobbah
Battan in the life time of the said Caunjeepooram &
Soobbah Battan have and each of them hath hitherto &
altogether refused and the said Madooreimangalam &
Shanmoga Battar, Callatore Chinnadah Chaury, Alooshure
Eroosappa Mastry and Coodalore Tamdava Mastry to pay the
same to the said Candappa Chittyar do still refuse and
Whereas also the said Madooreimangalam Shanmoga &

Second Term 1811.—

Battar, Cattatore Chinnadah Chanry Alloochure Cooraippa Mastry and Coodalore Saundava Mastry aforesaid of the same day and Year last aforesaid at Madras aforesaid made their certain other Note in Writing in the Malabar Language according to the Laws and Customs of such Hindoo Natives of India their own proper hand Writing subscribed thereunto respectively. Set and Subscribed bearing date the same day and Year last aforesaid and then and there delivered the said Note in Writing to the said Candapah Chittyar for which said Note they the said Madoorimangalam Shanmoga Battar, Cattatore Chinnadah Chanry, Alloochure Cooraippa Mastry and Coodalore Saundava Mastry acknowledged to have Borrowed and Received of the Candappa Chittyar the Sum of Two hundred Star Pagodas Current Money of Madras aforesaid which Sum they the said Madoorimangalam Shanmoga Battar Chinnadah Chanry, Alloochure Cooraippa Mastry and Coodalore Saundava Mastry did thereby engage to repay to the said Candappa Chittyar on or before the Tenth day of July in the Year One thousand Eight hundred and Nine with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum. By reason whereof and according to the Laws and Customs of such Hindoo Natives of India

they

they the said Madooreinangalam Shanmoga Battar &
Callatore Chinnadah Chaury Aloochure Eroosappa &
Mastry and Coodalore Tsundawa Mastry then and there
became liable to pay to the said Candappa Chitty the said
Sum of Money in the said last mentioned Note contained
according to the tenor and effect of the said last mentioned
Note And being so liable they the said Madooreinangalam
Shanmoga Battar, Callatore Chinnadah Chaury Aloochure
Eroosappa Mastry and Coodalore Mastry 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 Candappa
Chitty to pay him the said Sum of Money in the
said last mentioned Note contained according to the tenor
and effect of the said last mentioned Note And &
Whereas also the said Madooreinangalam Shanmoga &
Battar, Callatore Chinnadah Chaury, Aloochure Eroosappa
Mastry and Coodalore Tsundawa Mastry afterwards to wit
on the same day and Year last aforesaid at Madras aforesaid
was indebted to the said Candappa Chitty in other Two
Two Hundred Star Pagodas of the like Currency for so
much Money by the said Candappa Chitty before that
time lent and advanced to the said Madooreinangalam
Shanmoga Battar, Callatore Chinnadah Chaury &
Aloochure Eroosappa Mastry and Coodalore Tsundawa

Mastry

Mastry at their special instance and request – And being
so indebted, they the said Madoorimangalam Shanmoga
Battar, Callatore Chinnadah Channy, Aloochure Cooraspa
Mastry and Coodalore Saundava Mastry in consideration
thereof afterwards to wit on the day and year last mentioned
at Madras aforesaid undertook and then
the said Candaspah Chittyar to pay him the said last
mentioned Sum of Money when they should be thereunto
afterwards requested – and Whereas also the said
Madoorimangalam Shanmoga Battar, Callatore
Chinnadah Channy, Aloochure Cooraspa Mastry and
Coodalore Saundava Mastry afterwards to wit on the
same day and year last aforesaid at Madras aforesaid
were indebted to the said Candaspa Chittyar in other Two
Hundred Star Pagodas of like Currency for so much Money
by the said Madoorimangalam Shanmoga Battar
Chinnadah Channy, Aloochure
Saundava Mastry before that time had and received to and for
the use of the said Candaspa Chittyar And being so
indebted they the said Madoorimangalam Shanmoga
Battar Callatore Chinnadah Channy, Aloochure
Cooraspa Mastry and Coodalore Saundava Mastry 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 Candaspa Chittyar to

pay

pay him the said last mentioned Sum of Money when they
should be thereunto afterwards required And Whereas
also the said Madoorimangalam Shanmoga Battar &
Callatore Chinnadah Chetty, Aloochure Eroodappa &
Mastry and Coodalore Tandava Mastry afterwards to wit
on the day and Year last mentioned at Madras aforesaid
Accounted together with the said Candappah Chittyar of
and concerning divers other Sums of Money before that
time due and owing from the said Madoorimangalam
Shanmoga Battar, Callatore Chinnadah Chetty, &
Aloochure Eroodappa Mastry and Coodalore Tandava
Mastry to the said Candappa Chittyar and there
and there being in arrear and unpaid and upon
that Account the said Madoorimangalam Shanmoga
Battar, Callatore Chinnadah Chetty Aloochure
Eroodappa Mastry and Coodalore Tandava Mastry
were there and there found in arrear and indebted
to the said Candappa Chittyar in other Two
hundred Star Pagodas of like Currency and being
so found in arrear and indebted they the said
Madoorimangalam Shanmoga Battar, Callatore
Chinnadah Chetty Aloochure Eroodappa Mastry
and Coodalore Tandava Mastry in consideration

thereof

thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Candappa Chittyar to pay him the said last mentioned Sum of Money when they should be thereunto afterwards requested Yet the said Madooriwangalam Shanmuga Battar, Cattatore Chinnadah Chetty Alloochine Croodappa Mudaly and Codalore Tamdava Mudaly not regarding their said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Candappa Chittyar in this particular have not paid nor hath either of them yet paid the said several Sums of Money aforesaid or any part thereof to the said Candappa Chittyar though often requested so to do to pay the same or any part thereof to the said Candapah Chittyar they the said Madooriwangalam Shanmuga Battar, Cattatore Chinnadah Chetty, Alloochine Croodappa Mudaly and Codalore Tamdava Mudaly have and each of them hath hitherto wholly refused and still doth refuse to the said Candappa Chittyar his damage of Five hundred Star Pagodas and therefore

He

he brings his Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit -

And now in the Fourth Term in the Year of Christ One Thousand Eight hundred and ten - that is to say on the Twenty Seventh day of September until which day was given as well to the said Candasspa Chittyar as to the said Madooranangalam Shunmoga Battar Colattore Chinnadah Chetty Chetty Aloochure Erooasspa Mastry and Coodalore Taundava Mastry - to inform the Court of the premises the said Candasspa Chittyar by his Attorney aforesaid and the said Madooranangalam Shunmoga Battar, Colattore Chinnadah Chetty Aloochure Erooasspa Mastry and Coodalore Taundava Mastry altho' 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 Madooranangalam Shunmoga Battar, Colattore Chinnadah Chetty Aloochure Erooasspa Mastry and Coodalore Taundava Mastry did undertake and promise in

Manner

manner and form as the said Condappa Chittyar
hath above in that behalf alledged against them - and
they assess the damages of the said Condappa Chittyar
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 Two hundred and Fifty Eight
Pagodas and Forty One Fanams and for those Costs
and Charges to One hundred and Sixty One Pagodas
and Thirty six Fanams - Therefore it is considered
that the said Condappa Chittyar do recover against
said Madooriangalam Shanmoga Battar, Colattore
Chinnadah Chaury, Aloochure Crosappa Mastry
and Coodalore Saundava Mastry his said damages
Costs and Charges in form aforesaid assessed -
which said damages Costs and Charges in the whole
Amount to Four hundred and Twenty Pagodas and
Thirty Two Fanams. And the said Madooriangalam Shanmoga Battar Colattore Chinnadah Chaury,
Aloochure Crosappa Mastry and Coodalore Saundava
Mastry in Mercy -

Judgment signed for the Plaintiff the 16th day of May 1811.
Williams Dy Prothy.

Mercy

And

And thereupon the said Condappa Chittyar
by John Carruthers his Attorney prays the Writ
of our Lord the King of Capias ad Satisfaciendum to be
directed to the Sheriff of Madras commanding him to
take the bodies of the said Madoorimangalam Shanmo-
ga Battar Collattore Chinnadah Chaury, Aloochure
Crosappa Mastry and Coodalore Saundava Mastry
to Satisfy the said Condappa Chittyar of four hundred
and Twenty Pagodas and thirty two fanams which the
said Condappa Chittyar Recovered against the said Madoo-
rimangalam Shanmoga Battar Colatoor Chinnadah
Chaury, Aloochure Crosappa Mastry and Coodalore
Saundava Mastry for damages sustained as well on
occasion of the non performance of certain promises
and undertakings lately made by the said Madoori-
mangalam Shanmoga Battar Colatoor Chinnadah Chaury,
Aloochure Crosappa Mastry and Coodalore Saundava
Mastry to the said Condappa Chittyar 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 Seventeenth day of June next

Writ of Ca. ab. Sa. issued 16th day of August 1811

Second Term 1811 —

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 Second Term of the year One thousand Eight hundred and Eleven —

Madras to wit. Pierre Le Rede puts in his place Gilbert Ricketts — his Attorney against Patrick Lawson in a Plea of Trespass on the case. —

Madras to wit. The said Patrick Lawson in his own proper person at — the suit of the said Pierre Le Rede 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 Ten — before the Supreme Court of Judicature at Madras came Pierre Le Rede by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against Patrick Lawson 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

Mad-ras

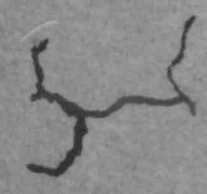
1811

Judgment Roll

Second Term

Section 8







Plaint in Assumpsit filed 30th. October 1810.

Madras to wit Pierre Le Vede by Gilbert Ricketts his Attorney complains of Patrick Lawson being a British Subject 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 Patrick Lawson heretofore to wit on the Twenty fifth day of April in the Year of our Lord One Thousand Eight hundred and Eight at Vizagapatam to wit at Madras aforesaid made his certain Note in Writing commonly called a Promissory Note his own proper hand being thereto Subscribed bearing date the same day and Year aforesaid and thereby Six Weeks after date the said Patrick Lawson promised to pay to the said Pierre Le Vedde (by the name and addition of Mr. Pierre Le Vedde) at Vizagapatam, the Sum of One Thousand five hundred Arcot Rupees for value received and then and there delivered the said Note to the said Pierre Le Vede whereby and by reason of which said Several premises and by force of the Statute in such case made and provided the said Patrick Lawson became liable to pay to the said Pierre Le Vede 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 Patrick Lawson in consideration thereof afterwards to wit on the same day and Year aforesaid at Vizagapatam to wit at Madras aforesaid undertook and to the said Pierre Le Vede then and there faithfully promised to pay him the said Sum of Money in the said Note specified according to the tenor and Effect of the said Note. And the said Pierre Le Vede in fact say that at the time of the making of the said Note the said Sum of One Thousand five hundred Arcot

Second Term 1811

Rupees therein mentioned was of a large value to wit of the value of Four Hundred and Sixty Pagodas Current Money of Madras to wit at Madras aforesaid And whereas also afterwards to wit on the same day and Year aforesaid at Vizagapatam aforesaid to wit at Madras aforesaid made his certain other Writing commonly called a Promissory Note his own proper hand being thereto Subscribed bearing date the same day and Year aforesaid and thereby Three three Months after date the said Patrick Lawson did promise to pay to the said Pierre LePede by the name and addition of Mr. Pierre LePede of Vizagapatam, the Sum of One Thousand five hundred Arcot Rupees for value received and then and there delivered the said last mentioned Note to the said Pierre LePede whereby and by reason of which said premises and by force of the Statute in such case made provided the said Patrick Lawson became liable to pay to the said Pierre Lepede the said Sum of Money in the said last mentioned Note specified according to the tenor and Effect of the said last Mentioned Note and being so liable he the said Patrick Lawson in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the

No 24. said

said Pierre Le Vede then and there faithfully promised
to pay him the said Sum of Money in the said last
mentioned Note Specified according to the tenor and
Effect of the said last mentioned Note And the said Pierre
Le Vede in fact say that at the time of the Making
of the said last mentioned Note the said Sum of
One Thousand five hundred Arcot Rupees therein &
mentioned was of a large Value to wit of the Value of
Four Hundred and Thirty Pagodas Current Money of
Madras to wit at Madras aforesaid And Whereas
also the said Patrick Lawson afterwards to wit on the
Seventh day of June in the year aforesaid at &
Vizagapatam aforesaid to wit at Madras aforesaid was
indebted to the said Pierre Le Vede in other Sum of
One Thousand five hundred Star Pagodas of like &
Current Money of Madras for so much Money by the
said Patrick Lawson before that time had and Received
to the use of the said Pierre Le Vede and being so indebted
he the said Patrick Lawson in consideration thereof after-
wards to wit on the same day and year last aforesaid &
at Vizagapatam aforesaid to wit at Madras aforesaid under-
took and then and there faithfully promised the said Pierre
Le Vede to pay him the said last mentioned Sum of Money
when he the said Patrick Lawson should be thereto afterwards

Second Term 1811.

Requested. And whereas also the said Patrick Lawson afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Pierre LeVede in other Sum of One Thousand five hundred Star Pagodas of like Current Money of Madras for so much money by the said Pierre LeVede before that time lent and advanced to the said Patrick Lawson and at his special instance and Request and being so indebted he the said Patrick Lawson in consideration thereof afterwards to wit on the same and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pierre LeVede to pay him the said last mentioned Sum of Money when he the said Patrick Lawson should be thereto afterwards requested. And whereas also the said Patrick Lawson afterwards to wit on the same day and year last aforesaid at Vizagapatam aforesaid to wit at Madras aforesaid accounted with the said Pierre LeVede of and concerning divers other Sums of Money before that time due and owing from the said Patrick Lawson to the said Pierre LeVede and then being in arrear and unpaid and upon that Accounting the said Patrick Lawson was then and there found to be in Arrear and indebted to the said Pierre LeVede in

the Sum Then Sworn of One Thousand Five hundred
Star Pagodas of like Current Money of Madras and
being so found in Arrear and indebted to the said
Patrick Lawson 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 Pierre Le Vede to pay him the
said last mentioned Sum of Money when he the
said Patrick Lawson should be thereto afterwards
requested. Yet the said Patrick Lawson 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 Pierre Le Vede 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 Pierre Le Vede
Although so to do he the said Patrick Lawson was
requested by the said Pierre Le Vede afterwards to wit
on the same day and year last aforesaid and often
times afterwards at Vizagapatam to wit at Madras
aforesaid) But to pay the same or any part thereof
to the said Pierre Le Vede he the said Patrick
Lawson hath hitherto Wholly Refused and still

doth refuse - To the damage of the said Pierre &
Le Rede of one Thousand five hundred Star -
Pagodas and therefore he brings Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit.

And now in this Second Term in the Year
of our Lord One Thousand Eight hundred and
Eleven that is to say on the Fourth day of April
in that year until which day was given as well as to the -
said Pierre Le Redde as to the said Patrick Lawson to -
inform the Court of the premises came the said Pierre Le
Rede by his Attorney aforesaid and the said Patrick Lawson
although solemnly demanded came not - and the said 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 Patrick Lawson did undertake and promise in
manner and form as the said Pierre Le Rede hath above
thereof complained against him and they assess the damages of
the said Pierre Le Rede on occasion of the not performing the
promises and undertakings above mentioned over and above
his Costs and charges by him about his Suit in this -
behalf expended to One Thousand Fifty Seven -
Pagodas Thirteen Fanams and forty Leads and for
Costs and Charges to One hundred and Thirty three

No. 24.

Judgment Signed for the Plaintiff the 12th day of June 1811. J Williams Ly Bothst

Pagodas and fifteen Fanams Therefore it is considered that the said Pierre Le Rede do receive against the said Patrick Lawson his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the Whole amount to One Thousand one Hundred and Ninety Pagodas Twenty Eight Fanams and Forty cash and the said Pierre Le Rede in Mercy &c.

Mercy.

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Second Term 1811

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 Second Term of the year One thousand Eight hundred and Eleven.

Madras ss. Sooreya Narrain Chitty puts in his place Robert Orme his Attorney against Andy narrain Chetty in a Plea of Trespass on the case.

Madras ss. The said Andynarrain Chitty puts in his place James Sutherland his Attorney at the suit of the said Sooreya Narrain Chitty in the Plea aforesaid.

Madras ss. Be it remembered that as of the Second Term in the year One thousand Eight hundred and Six before the Supreme Court of Judicature at Madras came Sooreya Narrain Chitty by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Andynarrain 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

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No 2 Plaint in Assumpsit filed 6th June 1806.

Madras ss Sooreya Narrain Chitty by Robert Arbuthnot his Attorney complains of Andy Narrain Chitty being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Andy Narrain Chitty to wit on the Seventh day of January in the Year One Thousand Eight hundred and Six at Madras aforesaid was indebted to the said Sooreya Narrain Chitty in the Sum of Two Thousand Star Pagodas of the Current Money of Madras for so much Money by the said Sooreya Narrain Chitty before that time lent and advanced to the said Andy Narrain Chitty and at his special instance and request and being so indebted he the said Andy Narrain Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Sooreya Narrain Chitty to pay him the said mentioned Sum of Money when he the said Andy Narrain Chitty should be thereunto afterwards requested And Whereas also the said Andy Narrain Chitty afterwards to wit on the same Day and year aforesaid at Madras aforesaid was indebted to the said Sooreya Narrain Chitty in the further Sum of Two Thousand Star Pagodas of like Current Money for

&c

so much Money by the said Sooreya Narrain Chitty before that time laid out expended and paid for the said Andy Narrain Chitty and at his special instance and request and being so indebted he the said Andy Narrain 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 Sooreya Narrain Chitty to pay him the said mentioned Sum of Money when he the said Andy Narrain Chitty should be thereunto afterwards requested And Whereas also the said Andy Narrain Chitty afterwards to wit on the Same Day and year aforesaid at Madras aforesaid was indebted to the said Sooreya Narrain Chitty in the further Sum of Two thousand Star Pagodas of like Current Money for So much Money by the said Andy Narrain Chitty before that time had and proved to and for the use of the said Sooreya Narrain Chitty and at his special instance and request and being so indebted he the said Andy Narrain 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 Sooreya Narrain Chitty to pay him the said
mentioned Sum of Money when he the said
Andy Narrain Chitty should be thereunto after-
wards requested And Whereas also the said Andy
Narrain Chitty afterwards to wit on the same
day and year aforesaid at Madras aforesaid accounted with the
said Sooreya Narrain Chitty of and concerning divers
other Sums of Money before that time due and owing
from the said Andy Narrain Chitty to the said
Sooreya Narrain Chitty and then being in arrear and
unpaid and upon that accounting the said Andy
Narrain Chitty was then and there found to be in arrear
and indebted to the said Sooreya Narrain Chitty in
the further Sum of Two thousand Star Pagodas of like
Current Money and being so found in arrear and
indebted he the said Andy Narrain 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 Sooreya Narrain Chitty to pay him the said
last mentioned Sum of Money when he the said

Andy

Andy Narrain Chitty should be thereunto afterwards
requested Yet the said Andy Narrain Chitty not
regarding his said Several promises and undertakings
so by him made in manner and form aforesaid but
contriving and fraudulently intending craftily and
subtilly to deceive and defraud the said Sooreya Narrain
Chitty in this behalf hath not yet paid the said
Several Sums of Money or any of them or any
part thereof (altho to do he the said Andy
Narrain Chitty was requested by the said
Sooreya Narrain Chitty to wit on the same Day
and Year aforesaid and often afterwards to wit
at Madras aforesaid But the said Andy Narrain
Chitty to pay the same or any of them or any part
thereof to the said Sooreya Narrain Chitty hath
hitherto wholly refused and still doth refuse To the
damage of the said Sooreya Narrain Chitty of
Two Thousand Star Pagodas and therefore he
brings Suit &c.

imparlance

And afterwards to wit in the Fourth Term of
the said Year One Thousand eight hundred and six
in the said Supreme Court of Judicature at Madras

Second Term 1811.

until which Term the said Andy Narrain Chitty had leave to imparl to the said Plaint and then to answer the same & came as well the said Sooreya Narrain Chitty by his said Attorney as the said Andy Narrain by his said Attorney, and the said Andy Narrain Chitty defends the wrong and injury when &c And says that he did not undertake or promise in manner and form as the said Sooreya Narrain Chitty hath above thereof complained against him and of this he puts himself upon the Court &c.

Plea filed 12th September 1806.

Issue joined

And the said Sooreya Narrain Chitty doth the like &c.

Judgment as in case of a Nonsuit by Order of Court of the 6th April 1811.

And upon this the said Andy Narrain Chitty prays that the said Sooreya Narrain Chitty may bring the issue above joined on to be tried according to the course and practice of the said Court. And thereupon day is given by the said Court here to the said Sooreya Narrain Chitty until the sixth day of April to bring the issue above joined on to be tried at which day comes the said Andy Narrain Chitty by his Attorney aforesaid and the said Sooreya Narrain Chitty although solemnly called, comes not And it appearing to the Court here that the said Sooreya Narrain Chitty hath neglected to bring the issue above joined on to be tried according to the course and practice of the said Court. Whereupon it is considered that the said Sooreya Narrain Chitty take nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c. and that the said Andy Narrain Chitty

Judgment signed the 12th day of June 1811. Williams Dy Prothy.

do go thereof without day And it is further considered
by the Court here that the said Andy Narrain Chitty
do Recover against the said Sooreya Narrain Chitty
One Hundred and Thirty Eight Pagodas and thirty 5
four Fanams for his Costs and Charges by him laid 5
out about his defence in this behalf by the Court here
adjudged to the said Andy Narrain Chitty with his
Assent And that the said Andy Narrain Chitty 2
have execution thereof &c.

182 Second Term 1811

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 Second Term of the year One thousand Eight hundred and Eleven. —

Madras to wit Mandalum Paupoo Naicker puts in his place Gilbert Ricketts his Attorney against Caumoo Chitty Raumoo in a Plea of Trespass on the case. —

Madras towit. The said Caumoo Chitty Raumoo in his own proper person at the suit of the said Mandalum Paupoo Naicker in the Plea aforesaid. —

Madras towit. Be it remembered that in the Vacation after the Fourth Term in the year One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Mandalum Paupoo Naicker by Gilbert Ricketts his Attorney and brought into the said Court then there his certain — Plaint against Caumoo Chitty Raumoo 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

184 Second Term 1811

Plaint in Assumpsit filed 7th December 1810.

Madras to Wit Mandalum Paupoo Naicker by Gilbert Richetts his Attorney complains of Caunnoo Chitty Raunnoo 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 Caunnoo Chitty Raunnoo heretofore to wit on the Twelfth day of September in the Year of Christ One Thousand Eight hundred and Nine at 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 Mandalum Paupoo Naicker whereby the said Caunnoo Chitty Raunnoo acknowledged that in consequence of his urgent occasion he had on the day of the date of the said Note borrowed and received of the said Mandalum Paupoo Naicker the Sum of Three Hundred Star Pagodas Current money of Madras which said sum of Three hundred Star Pagodas he the said Caunnoo Chitty Raunnoo did thereby engage to pay to the said Mandalum Paupoo Naicker after the rate of Sixteen Pagodas once in Three Months and in case of failure of the payments of any of the Instalments above mentioned the said Mandalum Paupoo Naicker was thereby empowered to proceed in the Court and Recover agreeable to the said Note with interest at the

rate of Six per Cent By means whereof and by force of the laws and and customs of such Hindoo natives the said Cauroo Chitty &c Rauroo became liable to pay to the said Mandaleum &c Pauroo Naicker the said sum of Three hundred Star &c Pagodas in the said note specified with interest as aforesaid according to the tenor and effect of the said note and being so liable he the said Cauroo Chitty Rauroo in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid &c undertook and to the said Mandaleum Pauroo Naicker then and there faithfully promised to pay him the said sum of Three hundred Star Pagodas in the said note specified with Interest as aforesaid according to the tenor and effect of the said note. and the said Mandaleum Pauroo Naicker in fact further saith that although the said Cauroo Chitty Rauroo afterwards paid a part of the said sum of Three hundred Star Pagodas in the said note specified to wit the sum of Sixteen Pagodas on the Tenth day of December in Year one thousand Eight hundred and Nine and Sixteen Pagodas on the Third day of January in the Year one thousand Eight hundred and ten making the sum of Thirty two Pagodas for the two first instalments due thereon Yet the said Mandaleum

Pauroo

Pauloo Naicken in sort further saith that after the said sum of Thirty two Star Pagodas had been so paid as aforesaid and before the exhibiting of the said Plaint of the said Mandaleum Pauloo Naicken to wit on the Thirteenth day of September in the Year of Christ One Thousand Eight hundred and ten at Madras aforesaid a great part of the said Sum of Three hundred Star Pagodas in the said Note specified to wit the sum of Thirty two Pagodas for two other Instalments on the said Note at and after the rate of Sixteen Pagodas for every three Months became and was due and payable from the said Cannoo Chitty Rannoo to the said Mandaleum Pauloo Naicken but that the said Cannoo Chitty Rannoo did not then and there pay nor hath he at any time since pay the same or any part thereof to the said Mandaleum Pauloo Naicken but therein hath hitherto wholly failed and made default contrary to the tenor and effect true intent and meaning of the said Note and the aforesaid promise and undertaking of the said Cannoo Chitty Rannoo And Whereas also the said Cannoo Chitty Rannoo afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Mandaleum Pauloo Naicken in other sum of Five hundred Star Pagodas of like Current money by the said Cannoo Chitty Rannoo before that time had and advanced to the said Cannoo Chitty Rannoo and

and at his Special instance and request and being so
indebted he the said Cannoo Chitty Rannoo in
Consideration thereof afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid under-
took and then and there faithfully promised the said
Mandaleum Pauloo Naicker to pay him the said last
mentioned Sum of money when he the said Cannoo
Chitty Rannoo should be thereto afterwards requested.
And Whereas also the said Cannoo Chitty Rannoo
afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said Mandaleum
Pauloo Naicker in other Sum of Five hundred Star Pagodas
of like Current Money for so much money by the said
Cannoo Chitty Rannoo before that time had and received
to the use of the said Mandaleum Pauloo Naicker and
being so indebted he the said Cannoo Chitty Rannoo in
Consideration thereof afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid under-
took and then and there faithfully promised the said
Mandaleum Pauloo Naicker to pay him the said last
mentioned Sum of money when he the said Cannoo
Chitty Rannoo should be thereto afterwards requested.- And
Whereas also the said Cannoo Chitty Rannoo afterwards
to wit on the same day and Year last aforesaid at Madras
aforesaid accounted with the said Mandaleum Pauloo

Naicker

Naicker of — and concerning divers other sums of money
before that time due and owing from the said Cannoo
Chitty Rannoo to the said Mandalum Pampoo Naicker
and then being in arrear and unpaid and upon that accounting
the said Cannoo Chitty Rannoo was then and there
found to be in arrear and indebted to the said Mandalum
Pampoo Naicker in the further sum of Five hundred Star Pagodas
of the Current money of Madras and being so found in
arrear and indebted he the said Cannoo Chitty Rannoo
in Consideration thereof afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid undertook and
there faithfully promised the said Mandalum Pampoo
Naicker to pay him the said last mentioned sum of money
when he the said Cannoo Chitty Rannoo should be
afterwards requested - Yet the said Cannoo Chitty
Rannoo not regarding his said several promises
and undertakings so by him in manner and form afore-
-said made but contriving and fraudulently intending
craftily and subtilly to deceive and defraud the said
Mandalum Pampoo Naicker in this behalf hath not yet
either of them or any part thereof to the said
Mandalum Pampoo Naicker (although so to do he the
said Cannoo Chitty Rannoo was requested by the

said

said Mandaleum Paupoo Naicker 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 Mandaleum Paupoo Naicker he the said Cumroo Chitty Cumroo hath hitherto wholly refused and still doth refuse To the damage of the said Mandaleum Paupoo Naicker of Five hundred Star Pagodas and therefore he brings his suit &c.—

Judgment for the Plaintiff on a Verdict in Assumpsit.

And Now in this Second Term in the Year of Christ One Thousand Eight hundred and Eleven That is to say in the Twenty Ninth day of March in that Year in this which day was given as well to the said Mandaleum Paupoo Naicker as to the said Cumroo Chitty Cumroo to inform the Court of the premises came the said Mandaleum Paupoo Naicker by his Attorney aforesaid and the said Cumroo Chitty Cumroo although solemnly demanded came not. 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 Cumroo Chitty Cumroo did undertake and promise in manner and form as the said Mandaleum Paupoo Naicker hath above thereof complained against him. And they assess the damages of the said Mandaleum Paupoo Naicker on occasion of the not performing the several promises and undertakings above mentioned over and above his costs and Charges by him and his Suit in this behalf expended to Two Hundred and Ninety five Pagodas six Fanams and Thirty five Cash and for those costs and Charges to One Hundred and Thirty six Pagodas Sixteen Fanams Therefore it is considered that the said

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for the Plaintiff the 12th. day of June 811 — Mandalaun Paupoo Naicker do recover against the said Cauroo Chitty Rauroo his said damages Costs and Charges in form aforesaid Assessed which said damages Costs and Charges in the whole amount to Four hundred and Thirty one Pagodas Nineteen fanams and Thirty five Cash — and the said Cauroo Chitty in Mercy &c —

Williams Dy. Provtg.

Mercy —

1811

Judgment Roll

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Section 9

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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 Second Term of the Year One thousand Eight hundred and Eleven.

Madras to wit. Casturi Daupiah Braminy puts in his place Gilbert Ricketts his Attorney against Mailapoor Mootoo Chadapah Chitty in a Plea of Debt.

Madras to wit The said Mailapoor Chadapah Chitty puts in his place Robert Orme his attorney at the suit of the said Casturi Daupiah Braminy in the Plea aforesaid.

Madras to wit. Be it remembered that in the Second Term in the year One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Casturi Daupiah Braminy by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against Mailapoor Chadapah 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

Plaint in Debt — filed 30th. March 1810. —

Madras to Wit Castoori Banjeiah Brammy by Gilbert Bicketts his Attorney complains of Mailapoor Mootoo Chadaspah 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 Castoori Banjiah Brammiey Two thousand and Nine hundred Star Pagodas which he the said Mailapoor Mootoo Chadraspah Chitty owes to and unjustly detains from him For that Whereas the said Mailapoor Mootoo Chadraspah Chitty on the Twenty fourth day of April 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 Mailapoor Mootoo Chadaspah Chitty and to the Court now here shewn the whereof is the same day and Year aforesaid acknowledged himself (by the name and addition of Mailapoor Mootoo Chaddaspah Chitty son of Nainah Chitty) to be held and firmly bound to the said Castoori Banjiah Brammiey in the said Sum of Two Thousand and Nine hundred Star Pagodas to be paid to the said Castoori Banjiah Brammiey when he the said Mailapoor Mootoo Chadaspah Chitty should be thereto afterwards requested Yet the said

Mailapoor

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Mailapoor Mootoo Chadaspah Chitty although often &c
requested hath not yet paid the said Sum of Two &c
Thousand and Nine Hundred Star Pagodas above &c
demanded or any part thereof to the said Costrum &c
Bauptiah Bramineey but to pay the same or any part
thereof to the said Costrum Bauptiah Bramineey he the
Mailapoor Mootoo Chadaspah Chitty hath hitherto &c
wholly refused and still doth refuse to the damage
of the said Costrum Bauptiah Bramineey of One &c
Hundred Star Pagodas and therefore he brings &c
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 Mailapoor Mootoo Chadaspah Chitty had
leave to impare to the said Plaint and then to answer the
same came as well the said Costrum Bauptiah Brameney
by his said Attorney as the said Mailapoor Mootoo
Chadaspah Chitty by his said Attorney, and the Mailapoor
Mootoo Chadaspah Chitty defends the wrong and injury
when &c and saith that the said Writing Obligatory in the
said Plaint mentioned is not his Deed and of this he
puts himself upon the Count &c And for further

Plea

impearlance

Plea filed 19th September 1810.

Plea in this behalf the said Mailapoor Mootoo Chadaspah
Chitty by leave of the Court for this purpose first had
obtained according to the Form of the Statute, prays Oyer
of the said Writing Obligatory and it is read to him &c
he also prays Oyer of the Recital and condition of the said
Writing Obligatory and it is read to him in these words
"Whereas the above bound Mailapoor Mootoo Chadaspah
" Chitty have borrowed and received of the above named
" Casturie Ramprah Branning the full and just Sum of
" One Thousand four hundred and fifty Star Pagodas &c
" to run at Interest at the rate of Twelve (12) per Cent
" per Annum The principal Sum of Thousand four
" hundred and fifty Star Pagodas payable in three
" Months from the date hereof together with such
" Interest Lindefault of which the Money and Interest to be
" recovered on demand which might be due thereon Now
" the Condition of this Obligation is such that if the
" above bound Mootoo Chadaspah Chitty my Heirs Executors
" Administrators or Assigns shall well and truly pay or
" cause to be paid unto Casturie Ramprah Branning his
" Heirs Executors Administrators or Assigns the full and
" just Sum of One Thousand four hundred and fifty Star
" Pags. together with such Interest as shall or ought &c

Secon

" become due thereon, then this Obligation to be void and "
" of no effect, otherwise to remain in full force and virtue "
which being read and heard the said Mailapoor Mootoo
Chadanpah Chitty says that the said Castoori
Banpiah Brauning ought not to have or maintain his
aforesaid Action thereof against him the said Mailapoor
Mootoo Chadaapah Chitty because he says that he the
said Mailapoor Mootoo Chadaapah Chitty on the twenty
fourth day of July next following being three Months from
the date of the said Bond to wit at Madras aforesaid paid
to the said Castoori Banpiah Brauning the said sum of
one thousand four hundred and fifty Star Pagodas
mentioned in the said Recital and Condition with the
Interest due thereon after the rate in the said Recital and
Condition mentioned according to the form and effect of the
aforesaid Recital and Condition to wit at Madras aforesaid
and this he is ready to verify Wherefore he prays Judgment
if the said Castoori Banpiah Brauning ought to have
or Maintain his aforesaid Action thereof against him the
said Mailapoor Mootoo Chadaapah Chitty And for
further Plea in this behalf the said Mailapoor Mootoo
Chadanpah Chitty by like leave of the Court here for this
purpose first had and obtained says that the said
Castoori Banpiah Brauning ought not to have or Maintain
his aforesaid Action thereof against him the said

Mailapoor Mootoo Chadaapah Chitty because he says that he
the said Mailapoor Mootoo Chadaapah Chitty after the
adjournment of three Months in the said Recital and &c.
Condition mentioned to wit on the first Day of August
in the Year of our Lord One thousand Eight hundred and
Nine at Madras aforesaid paid to the said Casturi Banjiah
Branjiny the said principal Sum of One Thousand four
hundred and fifty Star Pagodas mentioned in the said
Recital and condition with all interest then due for the same
according to the form of the Statute in such case made and
provided and this he is ready to verify Whereupon he
prays Judgment if the said Casturi Banjiah Branjiny
ought to have or Maintain his aforesaid Action thereof &
against him the said Mailapoor Mootoo Chadaapah &
Chitty &c.

And afterwards that is to say in First Term to
wit on the Nineteenth day of September in the Year One
Thousand Eight hundred and Eleven came the parties
aforesaid by their Attorneys aforesaid and thereupon the said
Casturi Banjiah Branjiny as to the said Plea of the said
Mailapoor Mootoo Chadaapah Chitty by him first above
pleaded in bar and whereof he hath put himself upon the
Court doth so likewise &c. And the said Casturi Banjiah
Branjiny as to the said Plea of the said Mailapoor Mootoo
Chadaapah Chitty by him secondly above pleaded in bar
say that by reason of any thing in that Plea above alledged
he ought not to be barred from having and maintaining
his aforesaid action thereof against him the said &

Replication — filed 21st. February 1811. —

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Mailapoor Mootoo Chadaapah Chitty because he says that the said Mailapoor Mootoo Chadaapah Chitty did not pay to the said Casturi Banpiah Brawmy the said sum of One thousand four hundred and fifty Star Pagodas in the said recital and condition of the said writing obligatory mentioned and the interest due thereon after the rate in the said recital and condition mentioned in manner and form as the said Mailapoor Mootoo Chadaapah Chitty hath in his said Plea by him secondly above pleaded alledged and this he the said Casturi Banpiah Brawmy prays may be enquired of by the Court &c. and as to the said Plea of the said Mailapoor Mootoo Chadaapah Chitty by him lastly above pleaded in bar the said Casturi Banpiah Brawmy says that by reason of any thing in that plea alledged he ought not to be barred from having and maintaining his aforesaid action thereof against the said Mailapoor Mootoo Chadaapah Chitty because he says that the said Mailapoor Mootoo Chadaapah Chitty did not pay to the said Casturi Banpiah Brawmy the said sum of One thousand four hundred and fifty Pagodas in the said recital and condition with the interest then due for the same in manner and form as the said Mailapoor Mootoo Chadaapah Chitty hath in and by his said Plea lastly above pleaded alledged and this he the said Casturi Banpiah Brawmy prays may be enquired of by the Court &c. —

if true joined

And the said Mailapoor Mootoo Chadaapah Chitty doth the like. —

Judgment for the

And now in this Second Term in the Year of our Lord One Thousand Eight hundred and Eleven that is

The Plaintiff on a Verdict in Debt—

say on the First day of April in that Year until which day such grievs
as well to the said Castoré Banpiah Brauning as to the said
Mailapoor Mootoo Chadapah Chitty to inform the Court of the
premises were the said parties by their respective attornies aforesaid
and the said Justices having heard the allegations of the respective
parties and Examined the truth thereof and duly considered the
Evidence produced on both sides and as to the first issue above
joined between the said parties the said Justices say that the
said writing obligatory in the said Plaint mentioned is the
Deed of him the said Mailapoor Mootoo Chadapah Chitty
as the said Castoré Banpiah Brauning hath above in
that behalf alledged And as to the second issue above
joined between the said parties the said Justices say
that the said Mailapoor Mootoo Chadapah Chitty did not
pay to the said Castore Banpiah Brauning the said sum
of One thousand four hundred and fifty Star Pagodas in
the said recital and condition of the said Writing
obligatory mentioned and the interest due thereon
after the rate in the said recital and condition
mentioned in manner and form as the said Mailapoor
Mootoo Chadapah Chitty hath above in his Plea secondly
above pleaded alledged — and as to the issue lastly above
joined between the said parties — the said Justices say
that the said Mailapoor Mootoo Chadapah Chitty did
not pay to the said Castore Banpiah Brauning the
said sum of One thousand four hundred and fifty
Star Pagodas in the said recital and condition mentioned
with the interest there due for the same in manner and
form as the said Mailapoor Mootoo Chadapah Chitty
hath above in his plea lastly above pleaded alledge—

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And they assess the damages of the said Castore Baupriah Branning as well on occasion of the detaining the said debt as for his Costs and Charges by him about his Suit in this behalf expended to One hundred and Ninety three Pagodas and Twenty five Fanams Sheresave it is considered that the said Castore Baupriah Branning do Recover against the said Mailapoor Mooto Chadapah Chitty his said debt Costs and Charges by the Court now here adjudged to the said Castore Baupriah Branning and with his assent and the said Mailapoor Mooto Chadapah Chitty in Mercy &c.

Judgment signed for the Plaintiff the 12th. day of June 1811.
J Williams
Dy Prothy

Mercy.

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 Second Term of the year — One thousand Eight hundred and — Eleven. —

Fort St. George } Collah Chinnasawmy Chitty puts in his place Townes —
Madras ss } Disney his Attorney against Vencatanarasoo Bramany the —
Brother, and Cobundaramiah Bramany and Balakistnah Bramany
the Sons and personal Representatives of Poorushotum Ramachingiah
deceased in a Plea of Trespass on the Case. —

Fort St. George } The said Vencatanarasoo Bramany for himself and the
Madras ss } said Cobundaramiah Bramany and Balakistniah Bramany
by the said Vencatanarasoo Bramany puts in their place —
Gilbert Ricketts their Attorney at the suit of the said Collah
Chinnasawmy Chitty in the Plea aforesaid. —

Fort St. George } Be it Remembered that in the Vacation after the Second
Madras ss } Term in the year One thousand Eight hundred and Ten before
the Supreme Court of Judicature at Madras came Collah
Chinnasawmy Chitty by Townes Disney his attorney and brought
into the said Court then there his certain Plaint against the said
Vencatanarasoo Bramany, Cobundaramiah Bramany and Balakistniah
Bramany 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

Plaintiff Assumpsit filed 7th June 1811

Fort St George Madras ss Collah Chinnatamby Chitty by Francis Disney his Attorney complains of Venkatanarasoo Pranny the Brother and Codandaramiah Pranny and Balakistnah Pranny the sons and Personal Representatives of Poorshodum Ramalingiah deceased according to the laws and customs of the Hindoo Natives of India being respectively Hindoo Inhabitants 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 Ramalingiah deceased in his life time heretofore to wit on the Nineteenth day of November in the Year of Christ One thousand eight hundred and Seven at Madras aforesaid made his certain Note in writing commonly called a Promissory Note his own proper hand being thereunto subscribed bearing date the same day and year aforesaid and then and there delivered the said to the said Collah Chinnatamby Chitty by which said Note he the said Ramalingiah promised to pay to the said Collah Chinnatamby Chitty or order the sum of Four hundred and Seventy five Star Pagodas together with interest at the rate of twelve per Cent per Annum on demand for value received By reason whereof and by force of the Statute in such case made and provided the said Ramalingiah became liable to pay to the said Collah Chinnatamby Chitty the said sum of money in the said Note specified with Interest thereon at the rate aforesaid when he the said Ramalingiah should be thereto afterwards requested And being so liable he the said

Ramalingiah in consideration thereof in his life time or
afterwards to wit on the same Day and year aforesaid at Madras
aforesaid undertook and then and there faithfully promised the
the said Collah Chinnadanuny Chitty to pay him the
said Sum of money in the said Note specified with Interest
thereon at the rate aforesaid when he the said Ramalingiah
should be thereto afterwards requested - And Whereas also the
said Ramalingiah in his life time aftowards to wit on the
first day of December in the Year aforesaid at Madras aforesaid
was indebted to the said Collah Chinnadanuny Chitty in
the Sum of One thousand Star Pagodas of the lawful current
money of Madras aforesaid for so much money by the said
Collah Chinnadanuny Chitty before that time lent and advanced
to the said Ramalingiah in his life time and at his special
instance and request - And being so indebted he the said
Ramalingiah in his life time in consideration thereof
to wit on the same day and Year last aforesaid at Madras aforesaid
undertook and there and there faithfully promised the said
Collah Chinnadanuny Chitty to pay him the said last mentioned
sum of money when he the said Ramalingiah should be
thereunto afterwards requested - And Whereas also the said
Ramalingiah in his life time afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid was
indebted to the said Collah Chinnadanuny Chitty in other
One thousand Star Pagodas of the like lawful current money

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Madras for so much money by the said Ramalingiah in
his life-time before that time had and received to and for
the use of the said Collah Chinnatavvey Chitty And
being so indebted he the said Ramalingiah in his life time
in consideration thereof afterwards to wit on the daime day
and Year last aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Collah Chinna-
tavvey Chitty to pay him the said last mentioned sum
of money when he the said Ramalingiah should be
thereunto afterwards requested And Whereas also the said
Ramalingiah in his life time afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid accounted with
the said Collah Chinnatavvey Chitty of and concerning divers
sums of money before that time due and owing from the said
Ramalingiah to the said Collah Chinnatavvey Chitty and then
in arrear and unpaid and upon that accounting the said
Ramalingiah was then and there found to be in arrear and
indebted to the said Collah Chinnatavvey Chitty in other
One thousand Star Pagodas of the like lawful current money
of Madras aforesaid And being so found in arrear and indebted
he the said Ramalingiah in his life time in consideration
thereof afterwards to wit on the daime day and Year last aforesaid
at Madras aforesaid undertook and then and there faithfully
promised the said Collah Chinnatavvey Chitty to pay him
the said last mentioned sum of money when he the said

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Ramalingiah should be thereunto afterwards Requested Yet
the said Ramalingiah decease in his life time and the
said Venkatanarasu Branniny Codundaramiah Branniny
and Balakrishnah Branniny Personal Representatives as afore-
said after the the death of the said Ramalingiah not
regarding the said Several promises and undertakings to by
the said Ramalingiah in his life time in manner and forme
aforesaid made but contriving and fraudulently intending craftily
and subtilly to deceive and defraud the said Callah Chinna
Sawmy Chitty in this behalf the said Ramalingiah in his life
time and the said Venkatanarasu Branniny Codundaramiah
Branniny and Balakrishnah Branniny Personal Representatives
as aforesaid after the death of the said Ramalingiah have not
nor hath any or either of them yet paid the said Several Sumd of
money or any or either of them or any part thereof to the said
Callah Chinnasawmy Chitty (although he the said Ramalingiah
in his life time and the said Venkatanarasu Branniny Codundara-
miah Branniny and Balakrishnah Branniny and each of them after
the death of the said Ramalingiah were by the said Callah
Chinnasawmy Chitty often requested so to do) but to pay the same
or any of them or any part thereof to the said Callah Chinna-
sawmy Chitty he the said Ramalingiah in his life time or
and the said Venkatanarasu Branniny Codundaramiah Branniny
and Balakrishnah Branniny after the death of the said Ramalingiah
have and each of them hath wholly refused, and the said Venkatanarasu
Branniny Codundaramiah Branniny as such personal Representatives
as aforesaid still refuse so to do to the damage of the said

Collah Chinnasawmy Chitty of One thousand 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 till which Term the said Venatanarsoo Braming and the said Codandaramiah Braming and Baalakistniah Braming by the said Venatanarsoo Braming had leave to impart to the said Plaint and then to Answer the same came as well the said Colla Chinnasawmy Chitty by Fowres Disney his Attorney as the said Venatanarsoo Braming Codandaramiah Braming and Baalakistniah Braming by Gilbert Ricketts their Attorney respectively. And the said Venatanarsoo defends the Wrong and injury when &c. and says that the said Colla Chinnasawmy Chitty ought not to have or maintain his aforesaid Action thereof against him because he says that he the said Venatanarsoo is not the personal Representative of the said Poroshotam Ramalingiah deceased nor ever administered or taken possession of the Estate and Effects which were of the said Poroshotam Ramalingiah at the time of his death as such personal Representative and this he the said Venatanarsoo Braming is ready to verify Wherefore he prays Judgement if the said Colla Chinnasawmy Chitty ought to have or maintain his aforesaid Action thereof against him &c.

imparlance

Plea filed 19th September 1810.

And the said Codandaramiah Braming and Balakistniah Braming by the said Venatanarsoo Braming who is admitted by the Court of our Lord the King

Amended Plea filed by order of Court made the 5th Feby 1811.

here, to defend for the said Codundaramiah Branniny and Balakristnaiah Brinniny who are under the age of Sixteen Years also come and defend the wrong and injury when &c. say that the said Poroshotama Ramalingah deceased in his life time did not undertake or promise in manner and form as the said Colla Chinnasawmy Chitty hath above thereof complained and of this they put themselves upon the Court &c. And for further Plea in this behalf the said Codundaramiah Branniny and Balakristnaiah Branniny 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 say that the said Collachinna Sawmy Chitty ought not to have or maintain his aforesaid action thereof against them the said Codundaramiah Balakristnaiah Branniny because they say that the said Poroshotama Ramalingiah in his life time to wit on the Twenty first day of December in the Year of Christ One thousand Seven hundred and Ninety five at Madras by his Certain writing Obligatory sealed with his Seal and as his deed delivered for a just and truly bound to one Awadanum Purpia Branniny in the Sum of Five thousand Pagodas to be paid to the said Awadanum Purpia Branniny when he the said Poroshotama Ramalingiah should be thereto afterwards requested which said writing Obligatory was so made for securing the payment of a just debt and at the time of the death of the said Poroshotama Ramalingiah deceased was and still remains in full force and effect not cancelled annulled discharged or satisfied and before and at the time of the commencement of this suit there was and still is due and

owing to the said Anvadanum Pacyriah Branmy
upon and by virtue of the said Writing Obligatory a large
Sum of Money to wit the Sum of Six Thousand and
thirty three Pagodas at Madras aforesaid And the said
Cadumdavarriah Branmy and Balakistniah Branmy
further say that the said Poroshotum Ramalingiah
in his life time to wit on the First day of April in the Year
of Christ One thousand Eight hundred and five at Madras
aforesaid by his certain other writing Obligatory Sealed with his
Seal and as his Deed delivered for a just and true debt
became held and firmly bound to one Bydepatty
Venkiah Branmy in the Sum of Sixteen Thousand Star Pagodas
to be paid to the said Bydepatty Venkiah Branmy when he the
said Poroshotum Ramalingiah should be thereto afterwards
requested which said last mentioned Writing Obligatory was so
made for securing the payment of a just debt and at the time of
the death of the said Poroshotum Ramalingiah was and
still remains in full force and effect not cancelled annulled or
discharged or satisfied And before and at the time of the
commencement of this Suit there was and still is due and
owing to the said Bydepatty Venkiah Branmy upon
and by virtue of the said last mentioned writing
obligatory a large Sum of Money to wit the Sum of Seven
Thousand Seven hundred and twenty Pagodas at Madras
aforesaid And the said Cadumdavarriah Branmy and
Balakistniah Branmy further say that they have fully
Administered all and singular the Goods and Chattels
which were of the said Poroshotum Ramalingiah

deceased at the time of his death which have come to
the hands of them the said Codumdaramiah &
and Balakistniah Bramming
Bramming to be administered except Goods and Chattels
to the value of One Star Pagoda Current money of &
That Bramming
Madras and they the said Codumdaramiah and
Balakistniah Bramming have not now on the day of the
preferring the Plaint of the said Colla Chinnatamby
Chitty against them the said Codumdaramiah &
Bramming and Balakistniah Bramming had they nor at
any time since have they had any Goods or Chattels which
were of the said Paravastaturu Ramalingiah deceased
at the time of his death in the hands of them the said
Codumdaramiah Bramming and Balakistniah Bramming to
be administered except Goods and Chattels to the value
of the aforesaid Sum of One Star Pagida and which
are not sufficient to satisfy or Discharge the said
Several Writings Obligatory or the money due thereon
and which is subject and liable to satisfy the same And
this they the said Codumdaramiah Bramming and &
Balakistniah Bramming are ready to verify Wherefore
they pray Judgment if the said Colla Chinnatamby
Chitty ought to have or maintain his aforesaid &
Action thereof against them &c. And for further

Plea

Plea in this behalf the said Cadumdaramiah &
Branning and Balakristnah Branning 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 say that the said Colla Chinnadarumy Chitty
ought not to have or maintain his aforesaid action thereof
against them the said Cadumdaramiah Branning and
Balakristnah Branning because they say that they the said
Cadumdaramiah Branning and Balakristnah Branning have
fully administered all and singular the goods and chattels —
which were of the said Poonoothotum Ramalingiah &
deceased at the time of his death which have come to the hands of
them the said Cadumdaramiah Branning and Balakristnah
Branning to be administered and that they the said &
Cadumdaramiah Branning and Balakristnah Branning
have not nor on the day of Exhibiting the Plaint of the
said Colla Chinnadarumy Chitty nor at any time since
had any Goods and Chattels which were of the said &
Poonoothotum Ramalingiah at the time of his death and this
they are ready to verify Wherefore they pray Judgment if the
said Colla Chinnadarumy Chitty ought to have or maintain
his aforesaid action thereof against them &c

And afterwards that is to say in the Second
Term One Thousand eight hundred and eleven came the

Replication filed
26th March 1811.

Parties

parties aforesaid by their respective Attornies aforesaid and
thereupon the said Colla Chinna Sawmy as to the said
Venkatanarsoo by him above pleaded in bar says that he
by reason of any thing in that Plea alledged ought not to be
barred from having or maintaining his aforesaid Action
thereof against him because he the said Chinna Sawmy
says that the said Venkatanarsoo at the time of the
exhibiting of the Plaint of him the said Chinna Sawmy
was and from thence hitherto hath been and still is one
of the Personal Representatives of the said Ramalingiah
deceased and hath administered and taken possession
of the Estate and effects which were of the said Rama-
lingiah deceased at the time of his death as one of
such Personal Representatives as aforesaid to wit at
Madras aforesaid and this he the said Chinna Sawmy
prays may be enquired of by the Court And the said
Venkatanarsoo doth the like &c.

And likewise the said Colla Chinna
Sawmy as to the said Plea of the said Coduda-
-ganniah and Balakistniah as Personal Representatives
as aforesaid by them first above pleaded and whereof they have
put themselves upon the Court doth the like And the said
Chinna Sawmy as to the said Plea of the said Coduganniah
and Balakistniah as personal Representatives as aforesaid

Replication filed
26th March 1811

issue Joined

Secondly above intended says that he by reason of any thing by the said Codundaramiah and Balakistnah in that plea alledged ought not to be barred from having or maintaining his aforesaid Action thereof against them because he says that the said Codundaramiah and Balakistnah on the day of exhibiting the Plaint of him the said Chinna Sawmy in this behalf had divers Goods and Chattels which were of the said Ramalingah deceased at the time of his death in the hands of them the said Codundaramiah and Balakistnah as personal Representatives as aforesaid to be administered of great value to wit of the value of the damages sustained by him the said Chinna Sawmy by reason of the premises in the said Plaint mentioned over and beyond the said Goods and Chattels in the said Second Plea admitted to be in the hands of the said Codundaramiah and Balakistnah to be administered and more than sufficient to satisfy and pay the monies due and owing upon and by virtue of the said Writings obligatory in the said Second Plea mentioned and wherewith they the said Codundaramiah and Balakistnah as personal representatives as aforesaid could and might and ought to have satisfied those damages and this he the said Chinna Sawmy prays may be enquired of by the Court and the said Codundaramiah and Balakistnah as personal Representatives as aforesaid do the like. And as to the said Plea of the said Codundaramiah and Balakistnah by them lastly above

Intended

Second Term 1811.

pleaded the said Chinna Sawmy says that he by reason of any thing by the said Codundaramiah and Balakristniah in that Plea above alledged ought not to be barred from having or maintaining his aforesaid action thereof against them because he says that the said Codundaramiah and Balakristniah on the day of exhibiting the said Plaint &c of the said Chinna Sawmy in this behalf had divers Goods and Chattels which were of the said Ramalingah deceased at the time of his death in the hands of them the said Codundaramiah and Balakristniah as personal &c Representatives as aforesaid to be administered of great value of the damages sustained by him the said Chinna Sawmy by reason of the premises in the said Plaint mentioned and wherewith the said Codundaramiah and Balakristniah as personal Representatives as aforesaid could and might ought to have satisfied those damages And this the said Chinna Sawmy prays may be enquired of by the Court. And the said Codundaramiah and Balakristniah as personal &c Representatives as aforesaid do the like.

issue joined

Judgment for the Plaintiff on a verdict in assumpsit.

And now in this Second Term that is to say on the third day of April in the year One thousand eight hundred and eleven to which day was given as well to the said Collah Chinnasawmy Chitty as to the said Venkatarawadoo Brawmin Codundaramiah Brawmin and Balakristniah Brawmin to inform the Court of the premises as the parties aforesaid

1811

Judgment Roll

Second ~~Term~~ Term

Section 10.

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by their Attornies aforesaid. And the Justices of this Court having heard examined and considered the Allegations of the respective parties and examined the truth thereof and duly and deliberately considered the evidence produced on both sides as to the Issue first above joined between the said Collah Chinnia-sawmy Chitty and the said Codundaramiah Brahmin and Balakistniah Brahmin say that the said Poorushotum Ramalingiah deceased in his life time did undertake and promise in manner and form as the said Collah Chinnasawmy Chitty hath in his said Plaint in that behalf therein alledged. And they assess the damages of the said Collah Chinnasawmy Chitty on occasion of the premises besides his costs and Charges by him about his Suit in this behalf expended to Six Hundred and Seventy Six Star pagodas, and Six Fanams and for those costs and Charges to Two Hundred and Sixty Seven Star Pagodas and thirty five fanams And as to the Issue secondly above joined between the said Collah Chinnasawmy Chitty and the said Codundaramiah Brahmin and Balakistniah Brahmin the said Justices say that the said Codundaramiah Brahmin and Balakistniah Brahmin on the day of exhibiting the Plaint of the said Collah Chinniasawmy Chitty in this behalf or at any time since had not in their hands to be administered any Goods and Chattels which were of the said Poorushotum Ramalingiah deceased at the time of his death except Goods and Chattels to the value of One Star Pagoda Current money of Madras which are not sufficient to satisfy or discharge the monies due on the several Writings Obligatory in the said second Plea mentioned and which are subject and liable to satisfy the. And as to the Issue Lastly

above joined between the said Collah Chinnasamy Chitty and the said Codundavarriah Braming and Bala- thistriah Braming the said Justices say, that the said Codundavarriah Braming and Balathistriah Braming on the day of exhibiting the Plaint of the said Collah Chinna- samy Chitty in this behalf or at any time since had in their hands to be administered any Goods and Chattels which were of the said Poorushotum Ramalingiah deceased at the time of his death whereby the said Collah Chinnasamy Chitty might have been satisfied his said damages or any part thereof. And the Justices aforesaid as to the Issue above joined between the said Collah Chinnasamy Chitty and the said Venkatanarsoo Braming say that the said Venkatanarsoo Braming at the time of the exhibiting the Plaint of the said Collah Chinnasamy Chitty was and from thence hitherto hath been and still is one of the personal Representatives of the said Poorushotum Ramalingiah deceased, and hath administered and taken possession of the estate and effects which were of the said Poorushotum Ramalingiah deceased at the time of his death and form as the said Collah Chinnasamy Chitty hath in that behalf above alledged. And it having been found by the said Court here that the said Venkatanarsoo Braming as one of such personal Representatives as aforesaid at the time of exhibiting the Plaint of the said Collah Chinnasamy Chitty in this behalf had in his hands to be administered divers Goods and Chattels which were of the said Poorushotum Rama- lingiah at the time of his death whereby the said Collah Chinnasamy Chitty might and ought to have been satisfied

Judgment signed for the Plaintiff the Twenty Seventh day of June 1811.

Williams Coy Pro Pltf.

satisfied his said damages. Therefore it is considered by the said Court here, that the said Collah Chinnadanny Chitty do recover the said Sum of Six hundred and Seventy Six Star Pagodas and Six Fanams for his damages aforesaid by the said Court in Form aforesaid assessed, and also the said sum of Two hundred and Sixty Seven Star Pagodas and thirty four Fanams for his costs and charges by him about his Suit in this behalf expended which said damages costs and Charges in the whole Amount to the Sum of Nine hundred and forty three Star Pagodas and Forty one Fanams. to be levied of the Goods and Chattels which were of the said Poorushotum Ramalingiah at the time of his death in the hands of the said Venkatanarsoo Bramin as one of such personal Representatives as aforesaid to be administered if he hath so much thereof in his hands to be administered And if he hath not so much thereof in his hands to be administered then the said Sum of Nine hundred and forty three Star Pagodas and forty one Fanams being for the damages, costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said Venkatanarsoo Bramin, and of the said Venkatanarsoo Bramin hath not Goods and Chattels which were of the said Poorushotum Ramalingiah at the time of his death in the hands of the said Venkatanarsoo Bramin to be administered or proper Goods and Chattels of him the said Venkatanarsoo Bramin sufficient to satisfy the costs damages and Charges aforesaid, the said Sum of Nine hundred and forty three Star Pagodas and forty one Fanams or so much thereof as shall remain unsatisfied to be levied of the Goods and Chattels which were of the said Poorushotum Ramalingiah at the time of his death, and which after satisfying the said

Second Term 1811.

Swadamum) Pauprials and Bydapauty Venkiah Braming on the said Bonds in the said second and third Pleas of the said Codundaramiah Braming and Balakistniah Braming respectively mentioned shall hereafter come to the hands of the said Venkatanarsoo Braming, Codindaramiah Braming and Balakistniah Braming or any or either of them as the personal Representatives as aforesaid to be administered And the said Venkatanarsoo Braming & Codundaramiah Braming and Balakistniah Braming in Mercy &c.

Mercy

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Third Term 1811

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Third Term 1811

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 Third Term of the year — One thousand Eight hundred and Eleven. —

Fort St. George } Voodutah Paupamma puts in her place Townes Disney
Madras Ss } her Attorney against Condaloo, Vencatasawmy and Caulappa the Sons and personal Representatives of Caukala Kerustnama Raidoo deceased in a Plea of Trespass on the case. —

Fort St. George } The said Vencatasawmy One of the Defendants puts in his
Madras Ss } place William Light his Attorney and the said Caulappa in his own proper person at the suit of the said Voodutah — Paupamma in the Plea aforesaid. —

Fort St. George } Be it remembered that as of the Fourth Term in the
Madras Ss } year One thousand Eight hundred and Nine before the — Supreme Court of Judicature at Madras came Voodutah Paupamma by Townes Disney her Attorney and brought into the said Court then there her certain Plaint against the said Condaloo, Vencatasawmy, and Caulappa as the personal representatives 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 —

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Third Term 1811.

Plaint in Assumpsit filed 18th. November 1809.

Fort Saint George Madras ss. Vadeetah Pungaramma of Madras Inhabitant by James Disney her Attorney Complains of Candaloo Venkatasawmy and Canlappa the Sons and Personal Representatives of Puthala Kennatnamma Naidoo deceased & according to the Laws and Customs of Hindoo Natives of India being respectively Hindoo Inhabitants of Madras and as such Liable to the Jurisdiction of this Honble Court For that whereas the said Puthala Kennatnamma Naidoo deceased in his life time heretofore to wit on the Fifteenth day of March in the Year One Thousand eight hundred and Six at Madras aforesaid made his Certain Note in writing in the Gentoo 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 there and there delivered the said Note to the said Vadeetah Pungaramma by which said Note he the said Puthala Kennatnamma Naidoo acknowledged to have Borrowed and Received of the said Vadeetah Pungaramma the Sum of Two Thousand Star Pagodas of Current Money of Madras which Sum the said Puthala Kennatnamma Naidoo did thereby engage to repay to the said Vadeetah Pungaramma on or before the Tenth day of April in the Year One Thousand eight hundred and eight with all such interest as should or might become due thereon at the rate

of

W. 30

of Twelve per Cent per Annum By reason whereof and
According to the Laws and Customs of such Hindoo Natives
of India he the Paukala Kerustnama Naidoo then and
there became liable to pay to the said Vodutah Pauparamma
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 Paukala Kerustnama Naidoo in his life time in
Consideration thereof afterwards to wit on the same day and
Year aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Vodutah Pauparamma
to pay her 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 Paukala Kerustnama Naidoo
in his life time afterwards to wit on the same day and Year
aforesaid at Madras aforesaid was indebted to the said
Vodutah Pauparamma in other three thousand Star Pagodas
of Current Money of Madras aforesaid for so much
Money by the said Vodutah Pauparamma before that time
lent and Advanced to the said Paukala Kerustnama
Naidoo in his life time and at his special instance
and Request And being so indebted he the said Paukala
Kerustnama Naidoo in his life time in Consideration
thereof afterwards to wit on the same day and year aforesaid
at Madras aforesaid undertook and then and there faithfully

promised

promized the said Voodutah Pauparamma to pay her the said last mentioned Sum of Money when he should be thereunto afterwards requested And whereas also the said Paukala Veerastramma Naidoo in his life time afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Voodutah Pauparamma in other Three thousand Star Pagodas of Current Money of Madras aforesaid for so much Money by the said Paukala Veerastramma Naidoo in his life time before that time had and received to and for the use of the said Voodutah Pauparamma And being so indebted to the said Paukala Veerastramma Naidoo in his life time in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promized the said Voodutah Pauparamma to pay her the said last mentioned Sum of Money when he should be thereunto afterwards requested And whereas also the said Paukala Veerastramma Naidoo in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid Accounted together with the said Voodutah Pauparamma of and Concerning divers other Sums of Money before that time due and owing from the said Paukala Veerastramma Naidoo in his life time to the said

Voodutah

Vodiatah Paupamma and then and there being in Arrear
and unpaid and upon that Account the said Paikala
Veerabramma Naidoo was then and there found
in Arrear and indebted to the said Vodiatah Paupamma
in other Three thousand Star Pagodas of Current Money
of Madras aforesaid And being so found in Arrear
and indebted he the said Paikala Veerabramma Naidoo
in his life time in Consideration thereof afterwards to wit
on the same day and Year last aforesaid at Madras
aforesaid undertook and then and there faithfully &
promised the said Vodiatah Paupamma to pay her
the said last mentioned Sum of Money when he
should be thereunto afterwards Requested Yet the said
Paikala Veerabramma Naidoo in his life time and
and the said Condaloy Venkatasawmy and Vulappa &
personal Representatives as aforesaid since his
decease not regarding the said several Promises &
and undertakings so by the said Paikala Veerabramma
Naidoo in his life time in manner and form aforesaid
made but Contriving and fraudulently intending &
craftily and subtilely to Deceive and defraud the said
Vodiatah Paupamma in this particular have not nor

Path

Third Term 1811—

hath any or either of them yet paid to the said &c Vodutah Pauparamma the said several sums of &c Money or any part thereof although so to do the said Punhala Venkatnarra Naidoo in his life time and the said Condaloo Venkatasawmy and Caulappa &c personal Representatives as aforesaid since his decease have and each of them hath wholly refused and the said Condaloo Venkatasawmy and Caulappa as such personal Representatives as aforesaid still refuse to the Damage of the said Vodutah Pauparamma of Four thousand Star Pagodas and therefore she brings her suit &c—

And the said Venkatasawmy by William Light his Attorney and Condaloo and Caulappa in their own proper persons come and defend the wrong and injury when &c And pray leave to impart to the said Declaration &c until the twenty first day of March in this same term, and it is granted to them &c the same day is given to the said Vodutah Pauparamma at which day come as well the said Vodutah Pauparamma by her Attorney aforesaid as the said Venkatasawmy by his Attorney aforesaid and the said Caulappa in his own proper person. And the said Condaloo comes not.

And

And thereupon the said Vooduttah Pauparamma 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 Seventh day of January in the Year One thousand eight hundred and ten at Madras aforesaid, the said Candaloo died and the said Venkatasawmy and Caulappa Survived him, which allegation the said Venkatasawmy and Caulappa do not deny but admit the same to be true. - Therefore let all further proceedings in this cause against the said Candaloo be Stayed. - And the said Venkatasawmy defends the wrong and injury when &c. And says that the said Subbala Kenadtnamma Naidoo deceased in his life time did not undertake and promise in manner and form as the said Vooduttah Pauparamma hath above thereof complained against him. And the said Caulappa says Nothing in bar or preclusion of the said action of the said Vooduttah Pauparamma whereby the said Vooduttah Pauparamma remaining thereon undefended against the said Caulappa. And afterwards to wit on the twenty second day of February in this same Term (to which day was given as well to the said Vooduttah Pauparamma as to the said Venkatasawmy to inform the Court of the premises) the Justices of this Court having heard examined and considered the Allegations of the said Vooduttah Pauparamma, and the said Venkatasawmy and examined the truth thereof and duly and deliberately considered the evidence produced on both Sides as to the Issue above joined between the

Suggestion of the death of the Defendant Candaloo - filed 20th July 1810. K.

Judgment for the Plaintiff on a verdict in Assumpsit

Said

said Vodutah Pauparnma and the said Venkatazammy ~
say that the said Paikala Kevadnarma Naick deceased in ~
his life time did undertake and provide in manner and
form as the said Vodutah Pauparnma hath in her said
Plaint in that behalf therein alledged. And they assess
the damages of the said Vodutah Pauparnma on occasion
of the premises besides her costs and charges by her about
her suit in this behalf expended to Three thousand two
hundred and thirty six pagodas and thirty six fanams,
and for those costs and charges to Three hundred pagodas
and eight fanams. Therefore it is considered by the said
Court here that the said Vodutah Pauparnma do recover the
said Sum of Three thousand two hundred and thirty six
pagodas and thirty six fanams for her damages aforesaid
by the said Court in form aforesaid assessed and also the said
Sum of Three hundred pagodas and eight fanams for her
costs and charges by her about her Suit in this behalf expended
which said damages costs and charges in the whole
amount to the Sum of Three thousand five hundred and
thirty six pagodas and forty four fanams to be levied of the
Goods and Chattels which were of the said Paikala Kevadnarma
Naick at the time of his death and which now are or which
shall or may hereafter come to the hands and possession of
the said Venkatazammy and Lakshma as such personal
Representatives

Judgment signed
for the Plaintiff
the 10th. day of
Sept. 1811
J Williams

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Representatives as aforesaid to be administered And if they
have not so much thereof in their hands to be administered
then the said Sum of Three hundred Pagodas and eight
Fanams being for the Costs and Charges aforesaid to be levied
of the proper Goods and Chattels of the said Vencatasawmy
and Canlasspa - And the said Vencatasawmy and Canlasspa
Mercy in Mercy &c.

Third Term 1811

Pleas before the Stonble Sir Thomas
Andrew Strange, Knight Chief Justice
The Stonble Sir Francis Macnaghten
Knight, and The Stonble Sir John
Henry Newbolt Knight Puisne Justices
of His Majesty's Supreme Court
of Judicature at Madras of the
Third Term of the year One thousand
Eight hundred and Eleven. —

Madras (to wit) Vencataroyajee puts in his place Daniel Neale his
Attorney against Viswausum Vencataramau Jah Braminy
in a Plea of Debt. —

Madras (to wit) The said Viswausum Vencataraumau Jyah Braminy
puts in his place John Carruthers his Attorney at the suit
of the said Vencataroyajee in the Plea aforesaid. —

Madras (to wit) Be it remembered that as of the Fourth Term in the year
of Christ One thousand Eight hundred and Ten before the
Supreme Court of Judicature at Madras came Vencataroyajee
by Daniel Neale his Attorney and brought into the said Court
then there his certain Plaint against the said Viswausum
Vencataraumna Jyah Braminy in a Plea of Debt and —
there are Pledges for the prosecution to wit John Doe —
and Richard Roe which said Plaint follows in
these words that is to say —

Madras —

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Plaint in Debt filed 24th. Sept. 1810.

Second Term 1811.

Madras /to Wit/ Vencatarayajee by Daniel Neale his Attorney Complains of Visvanadum Venkataramaw Jah Branmy 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 Venkataramaw render to the said Vencatarayajee Four thousand and one hundred Star Pagodas of the Current Money of Madras which the said Venkataramaw owes to and detains from the said Vencatarayajee. For that Whereas heretofore to wit on the Seventeenth day of November in the Year of Christ One thousand Eight hundred and Seven at Madras the said Venkataramaw by his certain Writing Obligatory Sealed with his Seal 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 to the said Vencatarayajee in the said Four thousand and one hundred Star Pagodas to be paid to the said Vencatarayajee when he the said Venkataramaw should be thereto afterwards requested. Yet the said Venkataramaw Although often requested &c. hath not paid to the said Vencatarayajee the said Four thousand and one hundred Star Pagodas above demanded or any part thereof But the to pay the same hath hitherto Wholly refused and still doth refuse. To the damage of the said Vencatarayajee of Ten 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 Eleven in the said Supreme Court of Judicature at Madras, until which Term the said Vencatarayajee had leave to imparle to the said Plaint and then to answer the same Same as well the said Vencatarayajee by his said Attorney as the said Visvanadum Venkataramaw Jah Branmy

imparlance

No 21

11

1811

Judgment Roll

4th Term

Section II

Plea filed 6th April 1811.

by his said Attorney, and the said Visvanaden Venkataramana doth Bramany defends the wrong and injury when &c and says that the said Writing Obligatory in the said Plaint mentioned is not his &c Deed, and of this he puts himself upon the Court.

Issue joined.

And the said Venkatarayapee doth the like &c.

Judgment for the Plaintiff on a Verdict in Debt

Afterwards for the trial of the issue so as aforesaid joined a day was given by the Court to the Parties respectively at which day being the Ninth day of April in the Second Term in the Year One thousand Eight hundred and Eleven came as well 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 adduced by them respectively, pronounced that the said Writing Obligatory in the said Plaint of the said Venkatarayapee Mentioned is the deed of the said Venkataramana And that the said Venkataramana did owe to and detain from the said Venkatarayapee the said Sum of Four Thousand and one hundred Star Pagodas above demanded in manner and form as the said Venkatarayapee hath above thereof Complained against him.

And now at this day came the said Venkatarayapee by his said Attorney and prays Judgement for his said Debt and for the Damages Sustained by him by occasion of the detention thereof It is therefore Considered and adjudged that the said Venkatarayapee recover against the said Venkataramana his said Debt and that the said Venkataramana pay to the said Venkatarayapee as well for the Damages aforesaid as for the Costs and Charges of the said Venkatarayapee laid out by him about his Suit in this behalf the Sum of Two Hundred and three Pagodas and

Judgment Signed for the Plaintiff the 10th day of Septr. 1811. J Williams Dept Prothy.

Twenty

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Third Term 1811

Mercy

thirty Nine Lonnons And that the said Executrix is in Mercy &c.

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 Eleven.-

Madras to wit Tauker Sing puts in his place Gilbert Ricketts his Attorney against Iyasawmy Pillay in a Plea of Trespass on the Case.-

Madras to wit. The said Iyasawmy Pillay in his own proper person at the suit of the said Tauker Sing in the Plea aforesaid.-

Madras to wit. Be it remembered that in the Vacation after the Fourth Term in the year of Christ One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Tauker Sing by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Iyasawmy 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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Fourth Term 1811

Plaint in Assumpsit filed Decr 7th 1810.

Madras to wit Tauchee Sing by Gilbert Richetts his Att[orne]y complains of Iya Sawmy Pillay being a 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 Iyasawmy Pillay heretofore to wit on the First day of September in the Year of Christ One Thousand eight Hundred and Ten at Madras aforesaid was indebted to the said Tauchee Sing in the Sum of Three Hundred Star Pagodas Current Money of Madras for divers Goods wares and Merchandizes by the said Tauchee Sing before that time sold and delivered to the said Iya Sawmy Pillay and at his special instance and request and being so indebted he the said Iyasawmy Pillay in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Tauchee Sing there and there faithfully promised to pay him the said Sum of Money when he the said Iya Sawmy Pillay 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 Tauchee Sing at the like special instance and request of the said Iya Sawmy Pillay had before that time sold and delivered to the said Iyasawmy Pillay divers other Goods wares and Merchandizes

Merchandizes he the said Iya Sawmy Pillay undertook and to the said Tauher Sing then and there faithfully promised to pay him so much Money as the last mentioned Goods wares and Merchandizes at the time of the Sale and delivery thereof to the said Iya Sawmy Pillay as aforesaid were reasonably worth and whenever he the said Iya Sawmy Pillay should be thereto afterwards requested and the said Tauher Sing avers that the last mentioned Goods wares and Merchandizes at the time of the Sale and delivery thereof to the said Iya Sawmy Pillay as aforesaid were reasonably worth other three Hundred Star Pagodas of like Current Money aforesaid to wit at Madras aforesaid whereof the said Iya Sawmy Pillay afterwards to wit on the same day and Year aforesaid there had Notice And Whereas also the said Iya Sawmy Pillay afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Tauher Sing in other Sum of Three Hundred Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Tauher Sing before that time laid out expended and paid for the said Iya Sawmy Pillay and

at

Fourth Term 1811

at his special instance and request and being so indebted
he the said Iyasawmy Pillay in consideration thereof
afterwards to wit on the same day and year aforesaid
at Madras aforesaid undertook and to the said Taylor
Esq then and there faithfully promised to pay him
the said last mentioned Sum of Money when he
the said Iyasawmy Pillay should be thereto afterwards
requested. And Whereas also the said Iyasawmy
Pillay afterwards to wit on the same day and year
last aforesaid at Madras aforesaid accounted with the
said Taylor Esq of and concerning divers other Sums
of Money before that time due and owing from the said
said Iyasawmy Pillay to the said Taylor Esq and
being in arrear and upon that accounting
the said Iyasawmy Pillay was then and there
found to be in arrear and indebted to the said Taylor
Esq in the further Sum of Three hundred Star
Pagodas of like Current Money of Madras. And being
so found in arrear and indebted he the said Iyasawmy
Pillay in consideration thereof afterwards to wit on the
same day and year last aforesaid at Madras aforesaid
undertook

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

Judgment for the Plaintiff on a Verdict in Assumpsit.

And now in this Second Term in the Year of Christ One Thousand Eight hundred and eleven that is to say on the Sixth day of April in that year until which day was given as well to the said Tauher Sing as

to

to the said Ingasunny Pillay to inform the Court of the
Premises comes the said Tauker Sing by his Attorney afore-
said and the said Ingasunny Pillay 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 Ingasunny Pillay did undertake
and promise in manner and form as the said Tauker Sing
hath above thereof complained against him and they aforesa-
the damages of the said Tauker Sing 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 One hundred and Sixteen
Pagodas and for those Costs and Charges to One hundred and
Fifty five Pagodas and Sixteen Fanams. Whereupon it is
that the said Tauker Sing do recover against the said Ingasunny
Pillay his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the
whole Amount to Two hundred and Seventy One Pagodas
and Sixteen Fanams and the Tauker Sing in Mercy &c.

Judgment Signed for the Plaintiff the 12th day of September 1811.
Shaw
by Batty.

Mercy

And hereupon the said Tauker Sing by Gilbert Ricketts his Attorney prays the Writ of our Lord the King of Capias ad Satisfaciendum.—

No. 22.

to

to be directed to the Sheriff of Madras com=
=manding him to take the body of the said
Iyasawmy Pillay to satisfy the said Tanker
Sing of Two hundred and Seventy One Pagodas
and Sixteen fanams which the said Tanker
Sing recovered against the said Iyasawmy Pillay
for damages sustained as well on Occasion of the non
performance of certain promises and undertakings
lately made by the said Iyasawmy Pillay to the
said Tanker Sing 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
Twelfth day of October Next. —

Writ of Capd:
Sa: issued 12th
September 1811.

Fourth Term 1811.

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice. The Honble Sir Francis Macnaghten Kt. 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 Eleven.-

Madras ss. Mumbalum Rungiah Naick puts in his place Robert Orme his Attorney against Pydepanty Venkiah Braminy in a Plea of Debt.

Madras ss. The said Pydepanty Venkiah Braminy puts in his place Gilbert Ricketts his Attorney at the suit of the said Mumbalum Rungiah Naick in the Plea aforesaid. —

Madras ss. Be it remembered that as of the Second Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Mumbalum Rungiah Naick by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against the said Pydepanty Venkiah Braminy in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say.

Madras.

W. 33

Plaint in Debt filed 18th June 1811.

Madras ss Muttabalum Rungiah Naick by Robert Ogilvie his Attorney Complains of Bydeapauty Venkiah Browning being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court of a Plea that he render to him the said Muttabalum Rungiah Naick Nine thousand eight hundred and fourteen Star Pagodas of the Current money of Madras which he the said Bydeapauty Venkiah Browning owes to and unjustly detains from him For that Whereas the said Bydeapauty Venkiah Browning heretofore to wit on the first day of September in the year of Christ One thousand eight hundred and Nine at Madras aforesaid by his certain writing Obligatory Sealed with the Seal of the said Bydeapauty Venkiah Browning and to the Court here now Shewn the date whereof is on the day and year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Muttabalum Rungiah Naick in the Penal Sum of Nine thousand eight hundred and fourteen Star Pagodas to be paid to the said

Muttabalum

Fourth Term 1811

Mumbalum Rungiah Naick whereas he the said Bydepauty Venkiah Brauning should be thereunto afterwards requested Yet the said Bydepauty Venkiah Brauning although often requested &c. hath not paid the said Sum of Nine thousand eight hundred and fourteen Star Pagodas demanded or any part thereof to the said Mumbalum Rungiah Naick But to pay the same or any part thereof to the said Mumbalum Rungiah Naick he the said Bydepauty Venkiah Brauning hath hitherto wholly refused and still doth refuse To the said Mumbalum Rungiah Naick his Damage of One hundred Star Pagodas and therefore he brings Suit &c.

And afterwards to wit in the Third Term of the year one thousand eight hundred and Eleven, in the said Supreme Court of Judicature at Madras, until which Term the said Bydepauty Venkiah Brauning had leave to imparl to the said Plaint and then to answer the same came as well the said Mumbalum Rungiah Naick by his said Attorney as the said Bydepauty Venkiah Brauning by his said Attorney, and the said Bydepauty Venkiah Brauning defends the Wrong and injury when &c. and says that the said Writing Obligatory is not his deed in manner and form as the said Mumbalum Rungiah Naick hath above in that behalf complained against him and of this he puts himself upon the Court &c.

imparlance

Plea filed 20th July 1811.

issue joined

And the said Mumbalum Rungiah Naick doth the like.

W. 33

And

Judgment for the Plaintiff on a Verdict in Debt —

And now in this Third Term in the year One thousand eight hundred and eleven to wit is to say on the twenty fifth day of July to which day was given as well to the said Mumbalum Rungiah Naick as to the Bydeputty Venkiah Branning to inform the Court of the premises at which day came the Parties aforesaid by their said Attornies and the Justices of the said Court having heard the respective allegations of the Parties and examined the truth thereof and duly and deliberately considered the Evidence on both sides say that the said writing Obligatory in the Plaint mentioned is the deed of the said Bydeputty Venkiah Branning as the said Mumbalum Rungiah Naick hath in his said Plaint in that behalf therein alledged Wherefore it is considered that the said Mumbalum Rungiah Naick do recover against the said Bydeputty Venkiah Branning his said debt and also One hundred and eight Pagodas and twenty four Fanams for his Costs and Charges by the said Court now here adjudged to the said Mumbalum Rungiah Naick with his

Judgment signed for the Plaintiff the 12th day of Septr. 1811 —
J Shaw
Dy Prothy

Absent

Absent and the said Bydespanity Verbinck Browning in &c

Mercy Mercy &c.

Seventh Session 1811

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 Eleven. — .

Fort St. George } Madras to wit } Direa Pillay puts in his place William Light his — Attorney against Vadamaunekom in a Plea of Trespass — on the case. —

Fort St. George } Madras to wit } The said Vadamaunekom puts in his place Daniel Neale his Attorney at the suit of the said Direa Pillay in the Plea Aforesaid. —

Fort St. George } Madras to wit } 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 Direa Pillay by William Light his Attorney and brought into the said Court then there his — certain Plaint against the said Vadamaunekom in a Plea of Trespass on the case and there are Pledges for the prosecution — to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Plaint in Assumpsit filed 2nd. October 1810.—

Fort Saint George Madras to wit Pirea Pillay by — William Light his Attorney Complains of Vadamaune — kurn a Malabar Christian 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 Vadamaunekurn — heretofore to wit on the first day of August in the Year of our Lord — One Thousand eight hundred and four 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 at Madras — aforesaid acknowledged to have Borrowed and Received of the said — Pirea Pillay the Sum of One Hundred and Fifty Star Pagodas — of the Current Money of Madras aforesaid which said Sum of — Money he the said Vadamaunekurn thereby engaged to repay the — said Pirea Pillay on or before the thirtieth December One thousand — eight hundred and five then next ensuing with all such Interest — as shall or may become due thereon at and after the rate of — Twelve per Cent per annum Whereby and by force of the — Customs and Laws of such Natives the said Vadamaunekurn — became liable to pay to the said Pirea Pillay the said Sum — of Money in the said Bond Mentioned according to the tenor and — effect thereof And being so liable he the said Vadamaunekurn — 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 Pirea Pillay to pay him — the said Sum of Money in the said Bond mentioned — according to the tenor and effect thereof And Whereas — the said Vadamaunekurn afterwards to wit on the first day — of October in the Year One Thousand eight Hundred and ten

at

at Madras aforesaid was indebted to the said Dirca Pillay in other three hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Dirca Pillay before that time lent and advanced to the said Vadamannekarn at his special instance and request and being so indebted he the said Vadamannekarn in Consideration thereof afterwards to wit on the same day year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Dirca Pillay to pay him the said last mentioned Sum of Money when he the said Vadamannekarn should be thereto afterwards requested And Whereas also the said Vadamannekarn afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Dirca Pillay in other three hundred Star Pagodas of like current Money of Madras aforesaid for so much Money by the said Dirca Pillay before that time paid laid out and expended to and for the use of the said Vadamannekarn at his special instance and request and being so indebted he the said Vadamannekarn 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
Pirea Pelley to pay him the said last mentioned Sum of
Money when he the said Vadamaunekam should be thereto
afterwards requested And Whereas also the said Vadamaun-
=nekam afterwards to wit on the same day and year last
aforesaid at Madras aforesaid was indebted to the said
Pirea Pellay in other Three hundred Star Pagodas
of like Current Money of Madras aforesaid for so much
Money by the said Vadamaunekam before that time had
and received to and for the use of the said Pirea Pellay
And being so indebted he the said Vadamaunekam
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 Pirea Pellay to pay
him the said last mentioned Sum of Money when he the
said Vadamaunekam should be thereto afterwards requested
And Whereas also the said Vadamaunekam afterwards
to wit on the same day and year last aforesaid at Madras
aforesaid Accounted with the said Pirea Pellay of and
concerning divers other Sums of Money then due and owing
from the said Vadamaunekam to the said Pirea
Pellay

The Fourth Term 1811

Pillay and there being in Arrear and unpaid upon that accounting he the said Vadamaunekonn was then and there found to be in arrear and indebted to the said Direa Pillay in other Three hundred Star Pagodas of like Current Money of Madras aforesaid and being so indebted he the said Vadamaunekonn 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 Direa Pillay to pay him the said last mentioned Sum of Money when he the said Vadamaunekonn should be thereto afterwards requested Yet the said Vadamaunekonn 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 Direa Pillay in this behalf hath not yet paid the said Several Sums of Money or any part thereof to the said Direa Pillay although often requested so to do but to pay the same or any part thereof he the said Vadamaunekonn hath hitherto wholly refused and still doth refuse To the Damage of the said Direa Pillay of three hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the first Term of the

Year

year one thousand eight hundred and Eleven, in the said
Supreme Court of Judicature at Madras, until which
imparlance. Term the said Vadamaunekom had leave to impare to
the said Plaint and then to Answer the same came as
well the said Dirca Pillay by his said Attorney as the
Plea filed 4th Febru= said Vadamaunekom by his said Attorney, and the said
=ary 1811.— Vadamaunekom Defends the wrong and Injury when &c
and says that he did not undertake and promise in manner
and form as the said Dirca Pillay hath above thereof
complained against him and of this he puts himself
upon the Court &c.—

And the said Dyrca Pillay—

Issue joined doth the like.—

And now in the First Term in the Year
Judgment for the Plaintiff on a Verdict in Assumpsit.— One Thousand Eight hundred and Eleven that is to say on
the Eighteenth day of February to which day was given
as well to the said Dirca Pillay as to the said
Vadamaunekom to inform the Court of the premises—
at which day came the parties aforesaid by their said
Attornies and the said Justices having heard the
respective allegations of the parties and examined the
truth thereof and duly and deliberately considered the
evidence say that he the said Vadamaunekom did
promise and undertake in manner and form as the

said

said Dirca Pillay both above thereof Complained against him and they assess the Damages of the said Dirca Pillay on occasion of the premises besides his Costs and Charges by him about his Suit in this behalf expended to Two hundred and Seventy One Star Pagodas Twenty two Fanams and forty Cash

Judgment signed for Plaintiff the 14th. of September 1811.
Gilbt. Pickatt Proctr.

Therefore it is Considered that the said Dirca Pillay do recover against the said Vadamaremehoon his damages aforesaid in form aforesaid assessed and also One hundred and Seventy five Star Pagodas and Thirty Seven Fanams for his said Costs and Charges by the Court now here adjudged to the said Dirca Pillay with his assent which said Damages Costs and Charges in the Whole Amount to Four hundred and Forty Seven Star Pagodas fourteen Fanams and Forty Cash and the said Vadamaremehoon in Mercy &c.

Mercy.

Fourth Term 1811

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Fourth Term 1811

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 Eleven—

Madras to wit. Thomas De Mello puts in his place Gilbert Ricketts his Attorney against Cavachery Ponapa Chitty in a Plea of Debt.—

Madras to wit. The said Cavachery Ponapa Chitty in his own proper person at the suit of the said Thomas De Mello in the Plea aforesaid.—

Madras to wit. Be it remembered that as of the Second Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Thomas De Mello by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Cavachery Ponapa 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

P. 25

Rec'd from
Mr. Bray
Nov 15 1848

1811

Lydia Rivard

Fourth Term Roll

Section 12

Seal 1/2

Plaint in Debt filed 10th May 1811.

Madras to Wit. Thomas de Mello by Gilbert Ricketts his Attorney Complains of Cavarchery Ponapa 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 Thomas One thousand and Six hundred Star Pagodas Current money of Madras which he owes to and unjustly detains from him For that Whereas the said Cavarchery Ponapa Chitty heretofore to wit on the Twenty Sixth day of February in the Year One thousand Eight hundred and ten at Madras aforesaid by his certain writing obligatory Sealed with the Seal of him the said Cavarchery Ponapa Chitty and to the Court here now shewn the date Whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound to the said Thomas / by the name and discription of Mr. Thomas de Mello of the same place also Merchant / in the Sum of One thousand and Six hundred Star Pagodas above demanded to be paid to the said Thomas when he the said Cavarchery Ponapa Chitty should be thereto afterwards Requested Yet the said Cavarchery Ponapa Chitty / altho often Requested hath not paid the said sum of One thousand and Six hundred Star Pagodas above demanded or any part thereof to the said Thomas but to pay the same or any part thereof to the said Thomas he the said Cavarchery Ponapa Chitty hath wholly refused and still doth Refuse to the damage of the said Thomas of one hundred Star Pagodas and therefore he brings his Suit &c.

Judgment by Confession

And now at this day that is to say on the Fourth day of September in the Year aforesaid in the Vacation after the

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Fourth Term 1811

the Second Term until which day the said Cavachery Ponapa Chitty had leave to impart to the said Plaint and then to do Answer the same &c. come as well the said Thomas by his Attorney aforesaid as the said Cavachery Ponapa Chitty by William Light his Attorney and the said Cavachery Ponapa Chitty defends the wrong and injury when &c. and says that he cannot deny the said Action of the said Thomas nor but that the said Writing Obligatory is the deed of him the said Cavachery Ponapa Chitty nor but that he owes to and detains from the said Thomas the said Sum of Sixteen Hundred Star Pagodas above demanded in manner and form as the said Thomas hath above in that behalf alledged Therefore it is considered that the said Thomas do recover against the said Cavachery Ponapa Chitty his said debt and also One Hundred and Three Pagodas & Eighteen Fanams for his damages which he hath sustained as well on occasion of the detaining the said debt as for his Costs and Charges by him about his Suit in this behalf expended by the Court now here adjudged to the said Thomas and with his assent and the said Cavachery Ponapa Chitty in Mercy &c.

Judgment Signed for the Plaintiff the 25th. day of Sept. 1811.
Shaw
Dy. Prothy

Mercy

And hereupon the said Thomas De Mello by. Gilbert Ricketts his Attorney prays the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of

Madras.

Madras commanding him to levy and make of the Houses, Lands, Debts and other Effects real and personal of the said Cavacherry Ponapah Chitty within the jurisdiction of the Supreme Court of Judicature at Madras — aforesaid by Seizure and if it be necessary by sale thereof the sum of Eight hundred and Seventy nine Star Pagodas and thirty Six fanams for debt — which the said Thomas De Mello recovered against the said Cavacherry Ponapah Chitty and also One hundred and three Pagodas and Eighteen fanams adjudged to the said Thomas De Mello 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 Tenth day of October —

Writ of Fi. Fa.
issued 21st. — Next. —
September 1811

Fourth Term 1811 —

Pleas before the Stoinble Sir Thomas Andrew Strange, Knight Chief Justice The Stonble Sir Francis Macnaghten Knight, and The Stoinble 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 Eleven —

Madras to wit. Syed Mahomed Cawn Sahib ponts in his place John Carruthers his Attorney against Shurp ul Nissa Begum in a — Plea of Trespass on the Case

Madras to wit. The said Shurp ul Nissa Begum ponts in her place — Gilbert Ricketts her Attorney at the suit of the said Syed Mahomed Cawn Sahib in the Plea aforesaid —

Madras to wit. Be it remembered that as of the Fourth Term in the year One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Syed Mahomed Cawn — Sahib by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Shurp ul Nissa Begum 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 10th. October 1810

Madras to Wit Syed Mahomed Canoo Saheb by John Carruthers his Attorney Complaining of Shurrufunnissa Begum who is a Mahomedan Inhabitant of Madras &c. Plea &c. Trespass on the Case &c. For That Whereas heretofore to wit on the Eighteenth day of August in the Year of Christ One thousand eight hundred and Ten at Madras aforesaid in Consideration that the said Syed Mahomed at the Special instance and request of the said Shurrufunnissa would Sell and deliver to the said Shurrufunnissa Sixty Piece or Parcels of Ground of him the said Syed Mahomed Situated at Madras aforesaid at or for the Price or Sum of Forty five Star Pagodas of the Current Money of Madras aforesaid for every Piece or Parcel of the said Ground and would receive the price thereof by instalments at the Rate of Four hundred and Sixty Rupees and Ten Annas and Three Quarters of an Anna to be paid Monthly and every Month Commencing from the Thirtieth day of August in the Year last aforesaid the the said Shurrufunnissa then and there Agreed to buy and receive from the said Syed Mahomed the said Sixty Pieces or Parcels of Ground at and for the said Price or Sum of Forty five Star Pagodas for each and every Piece or Parcel of the said Ground

and

and them and there understood and faithfully promised the said Syed Mahomed to pay to him the Sum of Four hundred and Sixty Rupees and Ten Annas and three quarters of an Anna per Monthly and every Month Commencing from the said Month of August in the year last mentioned until the said Price of the said Sixty Pieces or Parcels of Ground should be fully Discharged and to deliver into the hands of the said Syed Mahomed on or before the thirtieth day of August in the year last aforesaid a Certain Receipt of her the said Shunpu ul Nissa for the Sum of Four hundred and Sixty Rupees and Ten Annas and three quarters of an Anna which should entitle the said Syed Mahomed to receive Monthly and every Month from the Government of Fort Saint George the Sum last mentioned the same being a pension then and still payable to the said Shunpu ul Nissa by the said Government of Fort Saint George to wit at Madras aforesaid And the said Syed Mahomed there and then Confiding in the said promise and undertaking

undertaking of the said Shurup ul Nissa aforesaid to
wit on the said Eighteenth day of August in the
year last aforesaid he did Sell and deliver to the
said Shurup ul Nissa the said Sixty Pieces or Parcels
of Ground at the price aforesaid payable as afore-
said and that the said Shurup ul Nissa thereupon
became and was and now is possessed of the said
Sixty Pieces or Parcels of Ground to wit at Madras
aforesaid Yet the said Shurup ul Nissa not
Regarding her said promise and undertaking to by her
made as aforesaid but Contriving and fraudulently
intending Craftily and Subtilly to deceive and defraud
the said Syed Mahomed in this behalf hath not paid
or Caused to be paid to the said Syed Mahomed
the said Sum of Four hundred and Sixty Rupees
and Ten Annas and three quarters of an Anna
Monthly and every Month Commencing from the said
Month of August in the Year last mentioned
or any Sum or Sums of Money whatsoever and doth
not delivered or Caused to be delivered into the
hands of the said Syed Mahomed either on the said

Thirtieth

thirtieth day of August in the Year last aforesaid or at any time before or afterwards any Receipt of the said Shumpul Nissa for the Sum of Four Hundred and Sixty Rupees and Ten Annas and three quarters of an Anna to entitle the said Syed Mahomed to Receive Monthly and every Month from the said Government of Madras the last mentioned Sum or any other receipt whatsoever but to pay the said Sum of Four hundred and Sixty Rupees and Ten Annas and three quarters of an Anna Monthly and every Month or any part thereof and to deliver the said Receipt in the said promise and undertaking mentioned the said Shumpul Nissa although often requested by the said Syed Mahomed on the said thirtieth day of August in the year last aforesaid and often afterwards at Madras aforesaid hath hitherto wholly refused and still refuses whereby an action hath accrued to the said Syed Mahomed to Demand and have of and from the said Shumpul Nissa the Sum of Five thousand Nine hundred and Eighty Eight Rupees and Eleven Annas

Annas to wit at Madras aforesaid And Whereas after-
wards to wit on the Eighteenth day of August in
the Year of Christ last aforesaid at Madras aforesaid
in consideration that the said Syed Mahomed at the Special
instance and request of the said Sharp ul Nejsa had Sold and
Delivered to the said Sharp ul Nejsa Sixty other Pieces
or Parcels of Ground of him the said Syed Mahomed
Situated at Madras aforesaid at or for the Price or
Sum of Forty five Star Pagodas of the Current Money
of Madras aforesaid for every Piece or parcel of the
said last mentioned ground and had agreed to receive
the price thereof by instalments at the Rate of Four
hundred and Sixty Rupees and Ten Annas and
three quarters of an Anna to be paid Monthly and
every Month Commencing from the Month of August
in the Year last aforesaid She the said Sharp ul Nejsa
then and there undertook and faithfully promised the
said Syed Mahomed to pay to him the Sum of
Four hundred and Sixty Rupees and Ten Annas
and three quarters of an Anna Monthly and every
Month Commencing from the said Month of August
in the year last mentioned until the said Price of
the said last mentioned Sixty Pieces or Parcels of
Ground should be fully discharged and to deliver into

the

the hands of the said Syed Mahomed on or before the thirtieth day of August in the year last aforesaid a Certain other Receipt of her the said Shurup ul Nissa for the Sum of Four hundred and Sixty Rupees and Ten Annas and three quarters of an Anna which should entitle the said Syed Mahomed to Receive Monthly and every Month from the Government of Fort Saint George the Sum last mentioned the same being a Pension then and still payable to the said Shurup ul Nissa by the said Government of Fort Saint George to wit at Madras aforesaid Yet the said Shurup ul Nissa not Regarding her said last mentioned Promise and undertaking so by her made as aforesaid but Contriving and fraudulently intending Craftily and subtilly to deceive and Defraud the said Syed Mahomed in this behalf hath not paid or Caused to be paid to the said Syed Mahomed the said last mentioned Sum of Four hundred and Sixty Rupees and Ten Annas and three quarters of an Anna Monthly and every Month Commencing from the said Month of August in the Year last mentioned or any Sum or Sums of Money whatsoever and hath not delivered or Caused to be delivered into the hands of the said Syed Mahomed either on the said thirtieth day of August in the Year last aforesaid or at any time before or afterwards any Receipt of the said Shurup ul Nissa for the Sum

Sum of Four hundred and Sixty Rupees and Ten Annas or
and three quarters of an Anna to entitle the said Syed
Mahomed to receive Monthly and every Month from the said
Government of Madras the last mentioned Sum or any other
Receipt whatsoever, but to pay the said last mentioned Sum of
Four hundred and Sixty Rupees and Ten Annas and three or
quarters of an Anna Monthly and every Month or any part or
thereof and to Deliver the Receipt in the said last Mentioned
Promise and undertaking mentioned the said Shurpa ul Nissa
although often requested by the said Syed Mahomed on the
said thirtieth day of August in the year last aforesaid and
often afterwards at Madras aforesaid hath hitherto wholly
refused and still refuses whereby an Action hath Accrued
to the said Syed Mahomed to Demand and have of &
and from the said Shurpa ul Nissa the sum of Five
thousand Nine hundred and Eighty Eight Rupees and
Eleven Annas to wit at Madras aforesaid And whereas
before the Making of the Promise and undertaking of the said
Shurpa ul Nissa herein after next mentioned the said Syed
Mahomed was lawfully possessed of and entitled unto divers
to wit Sixty Pieces or Parcels of other Ground Situate at
Saint Jone to wit at Madras aforesaid And the said
Syed Mahomed being so possessed of and entitled
unto the said last mentioned Sixty Pieces or Parcels of
Ground to wit on the Eighteenth day of August in the
Year

Fourth Term 1811

Year last aforesaid at Madras aforesaid in Considera-
tion that the said Syed Mahomed at the Special
instance and Request of the said Shurpa ul Nissa would
Sell and Assign to the said Shurpa ul Nissa all the
Right Title and Interest of the said Syed Mahomed
in and to the said last mentioned Sixty Pieces or
Parcels of Ground She the said Shurpa ul Nissa Do
undertake and faithfully promised the said Syed
Mahomed to buy and Accept of such Assignment and
to pay him the said Syed Mahomed the Sum of
Two thousand and Seven hundred Pagodas of the
Current Money of Madras for the Consideration of
the same by instalments of Four hundred and
Sixty Rupees and Ten Annas and three quarters of
an Anna Commencing in the Month of August
in the year last mentioned and payable Monthly and
every Month until the said Sum of Two thousand
and Seven hundred Pagodas should be fully paid
And the said Syed Mahomed Avers that he confiding
in the last mentioned Promise and undertaking of
the said Shurpa ul Nissa did Afterwards to wit on
the day and year last mentioned at Madras aforesaid
Sell and Assign to the said Shurpa ul Nissa all
the right title and interest of the said Syed
Mahomed in and to the said last mentioned
Sixty

sixty Pieces or Parcels of Ground whereof the said Shurpul
Nissa then and there had Notice yet the said Shurpful Nissa
not Regarding her said last mentioned Promise and undertaking
to by her made as aforesaid but Contriving and fraudulently
intending to deceive and Defraud the said Syed Mahomed
in this behalf did not nor would although often Requested pay
to the said Syed Mahomed the said Sum of Two
thousand and Seven hundred hundred Pagodas for the
Consideration of the said Sale or Assignment by Monthly
instalments of Four hundred and Sixty Rupees and Ten
Annas and three quarters of an Anna Commencing in the
Month of August in the year last mentioned or otherwise
or any part thereof but hath hitherto wholly Neglected and or
refused so to do to wit at Madras aforesaid And whereas
the said Shurpul Nissa afterwards to wit on the said
Eighteenth day of August in the year last aforesaid at
Madras aforesaid was indebted to the said Syed
Mahomed in the Sum of Two thousand and Seven
hundred Pagodas of the Current Money aforesaid for a
Certain Piece or Parcel of other Ground Situate lying and
being at Saint Ome near Madras aforesaid before that time
Bargained Sold and Delivered to the said Shurpul Nissa
and at her Special instance and Request And being so
indebted She the said Shurpul Nissa in Consideration
thereof afterwards to wit on the day and year last
aforesaid

Fourth Term 1811

aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Syed Mahomed to pay him the said last mentioned Sum of Money by Instalments of Four hundred and Sixty Rupees and Ten Annas and Three quarters of an Anna Monthly and every Month until the said last mentioned Sum of Two thousand and Seven Hundred Pagodas should be fully paid and Satisfied And whereas also the said Syed Mahomed afterwards to wit on the same day and year last aforesaid at Madras aforesaid in Consideration that the said Syed Mahomed at the like special instance and Request of the said Shurpa ul Nissa had before that time Bargained Sold and delivered to the said Shurpa ul Nissa a certain other Piece or Parcel of Ground of the said Syed Mahomed Situate lying & being at Saint Omé near Madras aforesaid She the said Shurpa ul Nissa undertook and then and there faithfully promised the said Syed Mahomed to pay him so much money as the said last mentioned Piece or Parcel of Ground at the time of the Sale and delivery thereof was reasonably worth by instalments of Four hundred and Sixty Rupees and Ten Annas and three quarters of an Anna Monthly and every Month until the Price or Value thereof should be fully paid and Satisfied And the said Syed Mahomed avers that the said last mentioned Piece or Parcel of Ground at the time

time of the Sale and Delivery thereof was reasonably Worth the
further Sum of Two thousand and Seven hundred Pagodas
of like Current Money to wit at Madras aforesaid whereof the
said Shurpe ul Nissa afterwards to wit on the day and year
last aforesaid at Madras aforesaid had Notice Nevertheless
the said Shurpe ul Nissa not regarding her several promises
and undertakings in the two last Counts mentioned but
Contriving and fraudulently intending Craftily and
Subtilly to deceive and Defraud the said Syed Mahomed
in this behalf hath not as yet paid the said Several
Sums of Money in the said two last Counts mentioned
any or either of the instalments therein respectively mentioned
or any part thereof to the said Syed Mahomed Although
often Requested so to do but the said Shurpe ul Nissa to pay
the same hath hitherto wholly Neglected and Refused
and still doth neglect and refuse To the Damage of
the said Syed Mahomed of three thousand Pagodas
and therefore he brings his Suit &c.

And afterwards to wit in the first Term of the
year one thousand eight hundred and Eleven in the said
Supreme Court of Judicature at Madras, until which Term
the said Shurpe ul Nissa Begum had leave to imparl to
the said Plaint and then to answer the same Came as
well the said Syed Mahomed Came by his said
Attorney as the said Shurpe ul Nissa Begum by her
said

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Fourth Term 1811

Plea filed 4th. February 1811

said Attorney, and the said Shurp ul Nisa Begum Defends the wrong and injury when &c. and says that she did not undertake or promise in manner and form as the said Syed Mahomed Cawn hath above thereof Complained against her and of this she puts herself upon the Court &c.

Replication filed 30th. March 1811.

And the said Syed Mahomed Cawn as to the Plea of the said Shurupful Nisa Begum by her above Pleaded and whereof she hath put herself upon the Court doth the like.

Issue joined

Plaintiff Nonsuited.

And now in this Third Term in the Year One Thousand Eight hundred and Eleven that is to say on the Twenty fifth day of July in that Year untill which day was given as well to the said Syed Mahomed Cawn as to the said Shurp ul Nisa Begum to inform the Court of their premises came the said parties by their respective Attornies aforesaid and the said Justices having heard the Allegations of the respective parties and Examined the truth thereof and duly considered the Evidence produced on both sides agreed among themselves upon the Verdict to be given and upon the premises upon which the said Syed Mahomed Cawn being solemnly called comes not nor does he further prosecute his said Plaint against Shurp ul Nisa Begum Therefore it is Considered that the said Syed Mahomed Cawn take nothing by his said Plaint but that he and his pledges be in Mercy &c. and that the said Shurp ul Nisa Begum do go thereof without day And it is further

Judgment of Nonsuit signed for the Defendant the 23rd. day of September 1811.

J Shaw
Dy Prothy.

Considered

1811

Judgment Roll

~~Fourth~~ ~~Third~~ Term

Section B

Considered by the Court here that the said Shurfe ul Nissa Begum
against the said Syed Mahomed Caroon One hundred and
Twenty four Pagodas and Eight fanams for her Costs and
Charges by her laid out about her defence in this behalf by the
Court now here adjudged to the said Shurfe ul Nissa
Begum and with her assent and that the said Shurfe ul Nissa
Begum have execution thereof &c.

Fourth Term 1811

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 Eleven -

Madras to wit. Kerreem Baig Khan puts in his place Gilbert Ricketts his Attorney against Etezad ul Moolk Bahader in a Plea of Trespass on the case -

Madras to wit The said Etezad ul Moolk Bahader puts in his place - William Light his Attorney at the suit of the said Kerreem Baig Khan in the Plea aforesaid -

Madras to wit. Be it remembered that in the Vacation after the Second Term in the year of Christ One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Kerreem Baig Khan by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Etezad ul Moolk Bahader 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 -

Madras

Fourth Term 1811.

Plaint in Assumpsit filed 30th April 1811.

Madras to wit Kerreem Baig Khan by Gilbert Ricketts his Attorney complains of Elizad ul Moolk Bahader being a Mahomedan 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 Ul Moolk Bahader heretofore to wit on the Seventeenth day of November in the Year of Christ One thousand Eight hundred and Ten at Madras aforesaid according to the custom 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 in the Nineteenth day of Shewal ul Moobarrum in the One Thousand two Hundred and Twenty five Year of the Hijera being the same day and Year aforesaid and then and there delivered the said State to the said Kerreem Baig Khan whereby he the said Elizad ul Moolk Bahader acknowledging that he had received of the said Kerreem Baig Khan one Horse Bandy to the value of the Sum of One Hundred and Sixty six Star Pagodas the half of which was Eighty three Pagodas did thereby agree that having paid the said Sum at fifteen Star Pagodas per Month he would have back his voucher and in case of default of Payment of the said Sum that is to say the monthly instalment of Fifteen Star Pagodas he the said Kerreem Baig Khan

owns

was by all means at liberty to sue in the Court and recover from him the whole of the remaining price of the said Bandy whereby and by reason whereof and by force of the customs of the said Mahomedan Inhabitants the said Elizad ul Moolk Bahader became liable to pay to the said Therreem Baig Khan the said Sum of One Hundred and Sixty Six Star Pagodas in the said Note specified according to the tenor and effect of the said Note and being so liable he the said Elizabeth Moolk Bahader in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook & and to the said Therreem Baig Khan then and there faithfully promised to pay him the said Sum of One Hundred and Sixty Six Star Pagodas in the said Note specified & according to the tenor and effect of the said Note and the said Therreem Baig Khan in fact further saith that after the & Making of the said Note and after the making of the & aforesaid promise and undertaking of the said Elizad ul Moolk Bahader to wit on the Seventeenth day of April in the Year of Christ One thousand Eight Hundred and Eleven to wit at Madras aforesaid a great part of the said Sum of One Hundred and Sixty Six Star Pagodas being at and after the Rate of Fifteen Star Pagodas by the Month for Five Months elapsed since the making of the said Note and ending and

ended

ended on the day and year last aforesaid became and owed due and payable from the said Etizad ul Moolk Bahader to the said Herreem Baig Khan but that the said Etizad ul Moolk Bahader did not then and there pay the same or any part thereof to the said Herreem Baig Khan but Herreem wholly failed and made default contrary to the tenor and effect true intent and meaning of the said Note and the aforesaid promise and undertaking of the said Etizad ul Moolk Bahader whereby and according to the tenor and effect of the said Note and the aforesaid promise and undertaking of the said Etizad ul Moolk Bahader the whole of the said note became and was in force and the said Sum of One Hundred and Sixty Six Star Pagodas therein mentioned became and was due and forthwith payable from the said Etizad ul Moolk Bahader to the said Herreem Baig Khan to wit at Madras aforesaid whereof the said Etizad ul Moolk Bahader afterwards to wit on the same day and Year last aforesaid there had Notice. And Whereas also the said Etizad ul Moolk Bahader afterwards to wit on the said Seventeenth day of April in the Year last aforesaid at Madras aforesaid was indebted to the said Herreem Baig Khan in the further Sum of Five Hundred Star Pagodas Current Money of Madras aforesaid for divers Bandies Goods wares and Merchandizes

Merchandizes by the said Sherreem Baig Khan before
that time sold and delivered to the said Etizad ul
Mooluk Bahader at his special instance and request
and being so indebted he the said Etizad Ul Mooluk
Bahader 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 Sherreem Baig Khan to pay
him the said last mentioned Sum of Money when
he the said Etizad Ul Mooluk Bahader 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 Sherreem
Baig Khan had before that time sold and delivered to the
said Etizad Ul Mooluk Bahader divers other Bandies
Goods wares and Merchandizes he the said Etizad Ul
Mooluk Bahader undertook and then and there faithfully
promised the said Sherreem Baig Khan to pay him so much
money as the last mentioned Bandies Goods wares and
Merchandizes at the time of the sale and delivery thereof to the
said Etizad ul Mooluk Bahader as aforesaid were
reasonably worth whenever he the said Etizad Ul
Mooluk Bahader should be thereto afterwards requested
and the said Sherreem Baig Khan doth aver that the Bandies

Goods

Goods wares and Merchandizes last mentioned at the time of the sale and delivery thereof to the said Etizad Ul Mooluk Bahader as aforesaid were reasonably worth other Five Hundred Star Pagodas Current Money aforesaid to wit at Madras aforesaid whereof the said Etizad Ul Mooluk afterwards to wit on the same day and year last aforesaid there had Notice And Whereas also the said Etizad Ul Mooluk Bahader afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Sherreem Baig Khan in other Sum of Five hundred Star Pagodas of like Current Money of Madras for so much money by the said Sherreem Baig Khan before that time lent and Advanced to the said Etizad Ul Mooluk Bahader and at his Special instance and Request and being so indebted he the said Etizad Ul Mooluk Bahader 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 Sherreem Baig Khan to pay him the said last mentioned Sum of Money when he the said Etizad Ul Mooluk Bahader should be thereto afterwards requested And Whereas also the said Etizad Ul Mooluk Bahader afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Sherreem Baig Khan in other Sum of Five hundred Star Pagodas of like

Current

Current Money for so much Money by the said Etizad Ul Mooltk Bahader before that time had and received to the use of the said Kerreem Baig Khan and being so indebted he the said Etizad Ul Mooltk Bahader 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 Kerreem Baig Khan to pay him the said last Mentioned Sum of Money when the said Etizad Ul Mooltk Bahader should be thereto afterwards Requested And Whereas also the said Etizad Ul Mooltk Bahader afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Kerreem Baig Khan of and concerning divers other Sums of Money before that time due and owing from the said Etizad Ul Mooltk Bahader to the said Kerreem Baig Khan and then being in arrear and unpaid and upon that accounting the said Etizad Ul Mooltk Bahader was then and there found to be in arrear and indebted to the said Kerreem Baig Khan 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 Etizad Ul Mooltk Bahader in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised

the

the said Kerreem Baig Khan to pay him the said last mentioned Sum of Money where he the said Sizad ul Moolk Bahader should be thereto afterwards requested. Yet the said Sizad Ul Moolk Bahader not regarding his said several promises and undertakings to be by him in manner and form aforesaid made but contriving and fraudulently & intending craftily and Subtilly to deceive and defraud the said Kerreem Baig Khan 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 Kerreem Baig Khan (although so to do he the said Sizad Ul Moolk Bahader was requested by the said Kerreem Baig Khan 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 Kerreem Baig Khan he the said Sizad Ul Moolk Bahader hath hitherto wholly refused and still doth refuse To the damage of the said Kerreem Baig Khan of Five hundred Star Pagodas and therefore he brings his Suits &c.

And afterwards to wit in the Third Term of the said Year One thousand eight hundred and Eleven in the said Supreme Court of Judicature at Madras, until which Term the said Sizad ul Mulk Bahader had leave to imparl to the said Plaint and then to answer the

imparlance

same

came Came as well the said Kerreem Baig Khan by his said Attorney as the said Etizad Ul Mulk Bahader by his said attorney, and the said Etizad Ul Mulk Bahader defends the wrong and injury &c and says that he did not undertake or promise in manner and form as the said Kerreem Baig Khan hath above thereof complained against him and of this he puts himself upon the Court &c

Plea filed 31st July 1811.

And the said Kerreem Baig Khan, doth the like.

Issue joined

Judgment for the Plaintiff on a Verdict in Assumpsit.

And now in this Third Term in the Year of Christ One Thousand Eight hundred and Eleven that is to say on the fifth day of August in that Year untill which day was given as well to the said Kerreem Baig Khan as to the said Etizad Ul Mulk Bahader to inform the Court of the premises come the said parties by their respective Attornies aforesaid and the said Justices having heard the allegations of the respective parties and examined the truth thereof and duly considered the Evidence produced on both sides say that the said Etizad Ul Mulk Bahader did undertake and promise in manner and form as the said Kerreem Baig Khan hath above thereof complained against him and they assess the damages of the said Kerreem Baig Khan on occasion of the not performing the promises and undertakings above mentioned over and

above

above his Costs and Charges by him about his Suit in this behalf expended to One Hundred and Sixty Six Pagodas and for those Costs and Charges to One Hundred and fifty four Pagodas and Twenty Seven Fanams ~ Therefore it is Considered that the said Kerreem Baig Khan do recover against the said Etizad Ul Moolk Bahader his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the Whole Amount to Three Hundred and Twenty Pagodas and Twenty Seven Fanams and the said Etizad Ul Moolk Bahader in Mercy &c.

Judgment signed for the Plaintiff the 9th. day of October 1811. ~ J Shaw Dy Pooth.

Mercy

And hereupon the said Kerreem Baig Khan 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 Etizad ul Moolk Bahader to satisfy the said Kerreem Baig Khan of Three hundred and twenty Pagodas and Twenty Seven fanams which the said Kerreem Baig Khan recovered against

against the said Etezad ul Moolk Bahader for damages sustained as well on occasion of the Nonperformance of certain promises and Undertakings lately made by the said Etezad ul Moolk Bahader to the said Khureem Baig Khan 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 Twenty third day of October instant. —

Writ of Sa: ad Sa: issued on the 9th October 1811. —

Fourth Term 1811

Pleas before the Stoinble Sir Thomas Andrew Strange, Knight Chief Justice The Stoinble Sir Francis Macnaghten Knight, and the Stoinble Sir John Henry Newbolt, Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras.-

Fort St. George } Valapah Chitty puts in his place Townes Disney his
Madras ss. } Attorney against Narrainsawmy Eyen in a Plea of Trespass on the Case.-

Fort St. George } The said Narrainsawmy Eyen puts in his place William
Madras ss. } Light his Attorney at the suit of the said Valapah Chitty in the Plea aforesaid.-

Fort St. George } Be it remembered that as of the Fourth Term in the
Madras ss. } year One thousand Eight hundred and Nine before the Supreme Court of Judicature at Madras came Valapah Chitty by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against the said Narrainsawmy Eyen in a Plea of Trespass on the case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

Plaint in Assumpsit filed 6th. November 1811.

Fort Saint George Madras ss Valapah Chitty of Madras Inhabitant by Fownes Disney his Attorney ats Complains of Narrainsawmy Eyen being an Hindoo ats Inhabitant of Madras and as such Subject to the Jurisdiction of this Hon^ble Court For that Whereas the said Narrainsawmy Eyen heretofore to wit on the Twenty Second day of September in the year of our Lord One thousand eight hundred and Nine at Madras aforesaid was indebted to the said Valapah Chetty in the Sum of Four hundred Star Pagodas of Current Money of Madras for ats ready Money by the said Valapah Chetty before that time lent and Advanced to the said Narrainsawmy Eyen ats and at his Special instance and Request And being so indebted he the said Narrainsawmy Eyen 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 Valapah Chitty to pay him the said Sum of Money on when he should be thereunto afterwards Requested And whereas also the said Narrainsawmy Eyen afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Valapah Chitty in other Four hundred Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Valapah

Chitty

Chitty before that time paid laid out and expended to &c
and for the use of the said Narrainsawmy Eyen &c
and at his special instance and Request And being so &c
indebted he the said Narrainsawmy Eyen 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 Valapah Chetty to pay him
the said Sum of Money when he should be thereunto
afterwards requested And whereas also the said &c
Narrainsawmy Eyen afterwards to wit on the same day
and year aforesaid at Madras aforesaid was indebted to the
said Valapah Chetty in other Four hundred Star Pagodas of &c
like Current Money of Madras aforesaid for so much &c
money by the said Narrainsawmy Eyen before that time
had and received to and for the use of the said Valapah &c
Chetty And being so indebted he the said Narrain-
sawmy Eyen in Consideration thereof afterwards to wit
to wit on the same day and year aforesaid at Madras
aforesaid undertook and then and there faithfully promised
the said Valapah Chetty to pay him the said Sum of Money
when he should be thereunto afterwards requested And
whereas also the said Narrainsawmy Eyen afterwards to
wit on the same day and year aforesaid at Madras &c
aforesaid Accounted together with the said Valapah Chetty of

and

and Concerning divers other Sums of Money before that time due
and owing from the said Narrain Sawmy Eyen to the
said Valapah Chetty and then being in Arrear and unpaid
and upon that Account the said Narrain Sawmy Eyen was
then and there found in Arrear and indebted to the said
Valapah Chetty in other Four hundred Star Pagodas of the
like Current Money of Madras aforesaid and being so
found in Arrear and indebted he the said Narrain Sawmy
Eyen 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 Valapah Chetty
to pay him the said last mentioned Sum of Money when
he should be thereunto afterwards requested Yet the said
Narrain Sawmy Eyen not regarding his said Several
promises and undertakings so by him made in manner
and form aforesaid but Contriving and fraudulently
intending Craftily and Subtilely to deceive and Defraud the
said Valapah Chetty in this behalf hath not yet paid the
said Several Sums of Money or any part thereof to the said
Valapah Chetty although often requested so to do but the
said Narrain Sawmy Eyen to pay the same or any part
thereof to the said Valapah Chetty hath hitherto wholly refused
and still doth refuse to the Damage of the said
Valapah Chetty of Eight hundred Star Pagodas and
therefore

Fourth Term 1811.

Therefore he brings his Suit &c.—

And afterwards to wit in the Second Term of the said year One Thousand eight hundred and Eleven in the said Supreme Court of Judicature at Madras, until which Term

imparlance the said Narrainsawmy Cyen had leave to imparl to the said Plaint and then to answer the same Came as well the said Valapah Chitty by his said Attorney as the said Narrain Sawmy Cyen by his said Attorney and the said Narrain Sawmy Cyen Defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Valapah Chitty hath above thereof Complained against him and of this he puts himself upon the Court &c.—

Plea filed 22nd March 1811.—

And the said Valapah Chitty &c

if one joined Plaintiff non: suited doth the like.—

And now in the Third Term in the year one Thousand Eight hundred and Eleven that is to say on the Third day of August to which day was given as well to the said Valapah Chitty as to the said Narrain Sawmy Cyen to inform the Court of the premises at which day Came as well the said Narrain Sawmy Cyen as the said Valapah Chitty by their respective attornies and the said Court having heard the respective Allegations of the parties proceeded to Consider thereof but before any Verdict was given by the said Court in

the

the premises the said Valapah Chitty being solemnly
called came not nor doth he further prosecute his
Plaint aforesaid against the said Narrain Savany Eyer
Therefore it is considered by the said Court here that the
said Valapah Chitty take Nothing by his said Plaint but
that he and his pledges to prosecute be in Mercy &c. And
that the said Valapah Chitty do go thereof without day &c. And
it is further considered by the said Court here that the said
Narrain Savany Eyer do Recover against the said Valapah
Chitty the Sum of One Hundred and fifty four Star Pagodas
and thirty Six fanams for his costs and charges by him
laid out about his defence in this behalf by the said Court how
here adjudged to the said Narrain Savany Eyer and with
his assent And that the said Narrain Savany Eyer
have execution thereof &c.

Judgment of Non-suit Signed for the Defendant the 12th day of October 1811.

Thaw
Leg Pothr

And thereupon the said Narrain
Savany Eyer 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 Valapah Chitty to satisfy the said Narrain Savvmy Cyer the sum of One hundred and fifty four Pagodas and Thirty Six fanams adjudged to the said Narrain Savvmy Cyer for Costs and Charges by him expended about his defence in the suit of the said Valapah Chitty and it is granted unto him, returnable here on the Twelfth day of November next. —

Writ of Ca. ad Sa. against the Plaintiff for Costs issued the 12th October 1811.

Pleas before the Stonble Sir Thomas — Andrew Strange, Knight Chief Justice The Stonble Sir Francis Maenaghten Knight, and The Stonble Sir John Henry Newbolt Knight Puisne Justices of His Majesty's Supreme Court of Indicature at Madras of the Fourth Term of the year One thousand Eight hundred and Eleven. —

Madras to wit John Doe on the demise of Somanavda Moodelly puts in his place John Saunthers his Attorney against Richard Roe in a Plea of Trespass and Ejectment.

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

Madras to wit. Be it remembered that in the Fourth Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Indicature at Madras came John Doe by John Saunthers his Attorney and brought into the said Court then there his certain Plaint against the said Richard Roe in a Plea of Trespass and Ejectment and there are Pledges for the Prosecution. John Den and Richard Fen which said Plaint follows in these words that is to say

Madras

300

Fourth Term 1811

Plaint in Ejectment filed 21st Sept: 1811.

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 Honorable Court of a Plea of Trespass and Ejectment. For that Whereas Somanarda Moodelliar on the First day of January in the present Year of our Lord One thousand Eight Hundred and Eleven had demised to the said John Five Messuages Five Outhouses, Five other buildings, Five Gardens, Twenty Cawnies of Garden Ground and Twenty of other Ground with the Appurtenances thereunto belonging Situate lying and being in the Black Town of Madras within the Jurisdiction of this Honorable Court To have and to hold the same to the said John and his assigns from the said First day of January in the Year aforesaid for and during and unto the full end and term of Five Years from thence next ensuing and fully to be Complete and ended - By virtue of which said Demise the said John entered into the said Premises with the Appurtenances and became and was possessed thereof for the said Term so to him thereof granted; and the said John being so thereof possessed the said Richard afterwards to wit on the Fourth day of the said Month of January in the Year aforesaid with Force and Arms &ca entered into the said Premises with the

Appurtenances in which the said John was so interested in
manner and for the term aforesaid which is not yet
expired and ejected the said John from his said Term
and other wrongs to the said John then and there did
against the peace of our Lord the King and to the
damage of the said John of three Hundred Star
Pagodas and therefore he brings his Suit &c.

Judgment against the Casual Ejector the 27th. Sept. 1811.

And now in this Fourth Term in the year of
Christ One thousand eight hundred and eleven that is to say
on the Twenty seventh day of September in that year until
which day was given to the said Richard to imparl to the
said Plaint and there and there to Answer the same Bane
as well the said John by his Attorney aforesaid as the said
Richard in his proper person and the said Richard defends the
force and injury when &c. and says nothing in bar or
preclusion of the said Action of the said John whereby the
said John remains thereon undefended against the said
Richard. Therefore it is considered that the said John recover
against the said Richard his said Term yet to come of and
in the premises aforesaid with the Appurtenances and also his
damages sustained by reason of the Trespass and Ejectment
aforesaid And thereupon the said John freely here in Court
remits to the said Richard all such damages Costs and
Charges as might or ought to be Adjudged to him the said
John

Judgment signed against the casual Ejector the 19th. day of October 1811. Shaw Dy Roths

Judged by 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 Madras to cause him to have possession of his said Term yet to come of and in the premises &c aforesaid with the Appurtenances - and it is granted &c to him returnable here on the Xth day of November next &c

1811

Recruit Roll

of

Lieut Flum

Sec 14

Fourth Term 1811

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice The Honble Sir Frances Maenaghten 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 Eleven.-

Madras to wit. Maharanjastry Iyagaurоо puts in his place Gilbert Ricketts his attorney against Shevaganghy and Paroomah Moodelly in a Plea of Trespass on the Case:-

Madras to wit The said Shevaganghy and Paroomah Moodelly put in their place Townes Disney and John Shaw their Attornies at the suit of the said Maharanjastry Iyagaurоо in the Plea aforesaid.-

Madras to wit. Be it remembered that in the Vacation after the First Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Maharanjastry Iyagaurоо by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Claint against the said Shevagainghy and Paroomah 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

Fourth Term 1811

Plaint in Assumpsit
filed 19th March 1811.

Madras to Wit. Maharaujastry Iyagaurroo by Gilbert Ricketts his Attorney complains of Shevaganghy and Parvarnah Moodaly being Hindoo Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the case For that Whereas the said Shevaganghy and Parvarnah Moodaly heretofore to wit on the Thirtieth 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 made their certain Note in Writing in the Tamul 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 Maharaujastry Iyagaurroo whereby the said Shevaganghy and Parvarnah Moodaly acknowledged to have borrowed and received of the said Maharaujastry Iyagaurroo the Sum of Four hundred and fifty Star Pagodas Current money of Madras & interest at the rate of Twelve per Cent per Annum And they the said Shevaganghy and Parvarnah Moodaly did thereby engage to repay the said principal to the said Maharaujastry Iyagaurroo on or before the Thirtieth of April One Thousand Eight hundred and Ten By means whereof the said Shevaganghy and Parvarnah Moodaly became liable to pay to the said Maharaujastry

Maharaujastry

Jegagnaroo the said Sum of money in the said Note mentioned and Interest at the rate aforesaid according to the tenor and effect of the said Note and being so liable the said Sheenagunghy and Parvoonah Moodaly in consideration thereof afterwards to wit on the same day and year first aforesaid at Madras aforesaid undertook and to the said Mahaumajastry Jyagaurou then and there faithfully promised to pay him the said Sum of money in the said Note mentioned and Interest at the rate aforesaid according to the tenor and effect of the said Note And Whereas the said Sheenagunghy and Parvoonah Moodaly afterwards to wit on the Fifteenth day of November in the said year One Thousand Eight hundred and Nine at Madras aforesaid according to the said laws and customs of the Heathens made their certain other note in writing in the Gentoo Language then and now produced and being to these subscribed bearing date the same day and year last aforesaid and then and there delivered the said last mentioned Note to the said Mahaumajastry Jyagaurou whereby the said Sheenagunghy and Parvoonah Moodaly acknowledged to have borrowed and received of the said Mahaumajastry Jyagaurou the Sum of Sixty Six Star Pagodas Current Money of Madras which Sum they the said Sheenagunghy and Parvoonah Moodaly did thereby engage

to repay the said Mahamujastry Iyagaroo on or before the
Thirtieth April One Thousand Eight hundred and Ten
with all such Interest as should or might become
due thereon at the rate of Twelve per Cent per Annum
By means whereof the Shevagangay and Parvonnah Moodaly
became liable to pay to the said Mahamujastry Iyagaroo
the said Sum of money in the said last mentioned Note
specified and Interest according to the tenor and effect of the
said last mentioned Note And being so liable the said
Shevagangay and Parvonnah Moodaly in consideration
thereof afterward & to wit on the same day and year last
aforesaid at Madras aforesaid undertook and to the said
Mahamujastry Iyagaroo then and there faithfully promised
to pay him the said Sum of Money in the said last
mentioned Note specified and Interest according to the
tenor and effect of the said last mentioned Note And
Whereas also the said Shevagangay and Parvonnah
Moodaly afterwards to wit on the First day of May in
the Year of Christ One Thousand Eight hundred and
Ten at Madras aforesaid were indebted to the said
Mahamujastry Iyagaroo in other Sums of

One

Fourth Term 1811.

One Thousand Star Pagodas of like Current Money of Madras aforesaid for so much money by the said Maharaniaatry Lyagaroo before that time lent and advanced to the said Shevaganghy and Parvonah Moodaly and at their Special instance and request and being so indebted they the said Shevaganghy and Parvonah Moodaly 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 Maharaniaatry Lyagaroo to pay him the said last mentioned Sum of money when they the said Shevaganghy and Parvonah Moodaly should be thereto afterwards requested And whereas also the said Shevaganghy and Parvonah Moodaly afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Maharaniaatry Lyagaroo in other Sum of One Thousand Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Shevaganghy and Parvonah Moodaly before that time had and received to the use of the said Maharaniaatry

Lyagaroo

Iyagaurroo and being so indebted they the said
Shevagunghy and Parvonnah Moodaly 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 Maharaujahby
Iyagaurroo to pay him the said last mentioned sum
of money when they the said Shevagunghy and
Parvonnah Moodaly should be thereto afterwards
requested And Whereas also the said Shevagunghy
and Parvonnah Moodaly afterwards to wit on the same day
and year last aforesaid at Madras aforesaid accounted
with the said Maharaujahby Iyagaurroo of and
concerning divers other sums of Money before that
time due and owing from the said Shevagunghy
and Parvonnah Moodaly to the said Maharaujahby
Iyagaurroo and then being in arrear and unpaid and
upon that accounting they the said Shevagunghy and
Parvonnah Moodaly were then and there found to be
in arrear and indebted to the said Maharaujahby
Iyagaurroo in the further sum of One Thousand
Star Pagodas of like Current Money of Madras
aforesaid

Fourth Term 1811.

aforesaid And being so found in arrear and indebted they the said Shevaganghy and Paroomah Moodaly 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 Maharanjadoy Iyagarroo to pay him the said last mentioned Sum of Money when they the said & Shevaganghy and Paroomah Moodaly should be & thereto afterwards requested. Yet the said Shevaganghy and Paroomah Moodaly not regarding their 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 Maharanjadoy Iyagarroo 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 Maharanjadoy & Iyagarroo (although so to do they the said Shevaganghy and Paroomah Moodaly were requested by the said Maharanjadoy Iyagarroo 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 Mahomanjastry Iyagaroo
they the said Shevagunghy and Parvonnah Moodely have
and each of them hath hitherto wholly refused and
still do refuse to the damage of the said
Mahomanjastry Iyagaroo of One Thousand Star Pagodas &
and therefore he brings his Suit &c.

And afterwards to wit in the Third Term of the
Year one thousand eight hundred and Eleven in the said
Supreme Court of Judicature at Madras, until which Term
imparlance the said Shevagunghy & Parvonnah Moodelly had leave to impart to the
said Plaint and then to answer the same Cause as well
the said Mahomanjastry Iyagaroo by his said Attorney as the
Plea filed 25th July 1811. said Shevagunghy and Parvonnah Moodelly by their said Attorneys and
the said Shevagunghy and Parvonnah Moodelly Defend the wrong and
injury when &c And say that they did not undertake or
promise in manner and form as the said Mahomanjastry
Iyagaroo hath above thereof complained against them
and of this they put themselves upon the Court &c.

And the said Mahomanjastry
Issue joined Iyagaroo doth the like.

Judgment for the Plaintiff on a Verdict in Assumpsit And now in this Fourth Term in the
Year of our Lord one thousand Eight hundred and
Eleven that is to say on the Nineteenth day of September
in

in that Year until which day was given as well to the said Maharanjastry Lyagaroo as to the said Shevaganghy and Parvonah Modelly to inform the Court of the premises come as well the said Maharanjastry Lyagaroo by his Attorney aforesaid as the said Shevaganghy and Parvonah Modelly by their Attorney aforesaid and the Justices of this Court having heard the allegations of the respective parties and Examined the truth thereof and duly considered the Evidence produced on both sides say that the said Shevaganghy and Parvonah Modely did undertake and promise in manner and form as the said Maharanjastry Lyagaroo hath above thereof complained against them and they assess the damages of the said Maharanjastry Lyagaroo 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 Six hundred and thirty Six Pagodas forty one Fanams and Seventy one Cash and for those Costs and Charges to one hundred and forty Nine Pagodas and twelve Fanams. Therefore it is considered that the said Maharanjastry Lyagaroo do recover against the said Shevaganghy and Parvonah Modelly his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to Seven Hundred and Eighty Six Pagodas Eight Fanams and Seventy one Cash and the said Shevaganghy and Parvonah Modelly in Mercy &c.

Judgment signed for the Plaintiff the 19th day of October 1811.

Shaw Lyttelton

Mercy

Fourth Term 1811

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Fourth Term 1811.-

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

Madras to wit Manaly Chinniah Moodelliar puts in his place John Carruthers his Attorney against Myla Gooroosawmy Moodelliar in a Plea of Debt on Bond.-

Madras to wit The said Myla Gooroosawmy Moodelliar in his own proper person at the suit of the said Manaly Chinniah Moodelliar 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 Eleven before the Supreme Court of Judicature at Madras came Manaly Chinniah Moodelliar by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Myla Gooroosawmy Moodelliar in a Plea of Debt on bond, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Plaint in Debt on bond filed 23d. October 1811.

Madras to wit. Manaly Chinniah Modelliar by John Carruthers his Attorney Complains of Mylia Goorooswamy Modelliar who is 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 Chinniah the Sum of Two thousand Star Pagodas of the lawful Current Money of Madras which he owes to and unjustly detains from him For that Whereas the said Goorooswamy Modelly heretofore to wit on the Sixth day of January in the Year of Christ One thousand Eight hundred and Nine 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 Chinniah in the said Sum of Two thousand Star Pagodas above demanded to be paid to the said Chinniah when he the said Goorooswamy Modelly should be thereunto afterwards requested. Yet the said Goorooswamy Modelly tho although often requested so to do hath not as yet paid the said Sum of Two thousand Star Pagodas above

above demanded or any part thereof to the said Chinniah
he the said Goroo Jarumy Moodelly hath hitherto &
wholly refused and still refuses so to do To the
damage of the said Chinniah of Fifty Star Pagodas
and therefore he brings his Suit &c.

Judgment by Confession on a warrant of Attorney

And the said Goroo Jarumy Moodelly 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 Chinniah
whereby the said Chinniah remains therein &
undefended against the said Goroo Jarumy Moodelly -
Therefore it is considered that the said Chinniah
recover against the said Goroo Jarumy Moodelly his
said Debt and also the Sum of Seventy eight Star
Pagodas and Twenty four Fanams for his Costs and
Charges by him laid out about his Suit in this
behalf by the said Court here adjudged to the said
Chinniah and with his assent and the said Goroo
Jarumy Moodelly in Mercy &c.

Judgment signed for the Plaintiff the 23d day of October 1811.
By Shaw
Dy Prothy

Mercy

And hereupon the said Manaly Chinniah
Moodelliar by John Carruthers 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 Myla Goorroosawmy Moodelliar to satisfy
the said Manaly Chinniah Moodelliar of two thousand
Pagodas for debt which the said Manaly Chinniah
Moodelliar recovered against the said Myla Goorroosaw-
-my Moodelliar and also Seventy Eight Pagodas and
twenty four fanams adjudged to the said Manaly
Chinniah Moodelliar 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 Twenty
third day of November next. -

Writ of Ca. ad Sa. issued on the 23d October 1811-

Fourth Term 1811.

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 Eleven.-

Fort St. George } Catharine Umpherston Administratrix of all and Singular
Madras ss. } the Goods and Chattels Rights and Credits of George Umpherston deceased puts in her place Townes Disney and John Shaw her Attornies Against Andrew John Drummond in a Plea of debt.-

Fort St. George } The said Andrew John Drummond in his own proper person
Madras ss. } at the suit of the said Catharine Umpherston as the Administratrix as aforesaid in the Plea aforesaid.-

Fort St. George } Be it remembered that in the Vacation after the Third Term
Madras ss. } in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Catharine Umpherston by Townes Disney and John Shaw her Attornies and brought into the said Court then there her certain Plaint against the said Andrew John Drummond 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 24th. August 1811.-

Fort St. George Madras ss Catharine Humpherston administratrix of all and singular the Goods and Chattels Rights and credits which were of George Humpherston deceased at the time of the death of the said George Humpherston who died intestate by Fannes Disney and John Shaw her Attorney Complains of Andrew John Drummond who is a British Subject and as such liable to the jurisdiction of this Honble Court of a plea that the said Andrew John render to the said Catharine Nine hundred and ten Star Pagodas of the Current money of Madras which the said Andrew John detains from the said Catharine. For that Whereas heretofore to wit on the first day of August in the Year of Christ One thousand eight hundred and eight at Madras aforesaid the said Andrew John by his certain writing Obligatory Sealed with his Seal and to the Court now here shewn the date whereof is on the same day and Year aforesaid acknowledged himself by the name and addition of Andrew John Drummond a Civil Servant in the Service of the Honble Company to be held and firmly bound to the said George Humpherston

Umpherston in his life time / by the name and addition of George Umpherston of Madras Coach Maker &c. in the said Sum of Nine hundred and ten Star Pagodas to be paid to the said George Umpherston his Heirs Executors Administrators or Assigns when he the said Andrew John should be thereto afterwards Requested. Yet the said Andrew John / although often Requested &c. / did not at any time in the life time of the said George Umpherston pay to the said George Umpherston and since the death of the said George Umpherston hitherto hath not paid to the said Catharine (to which said the Catharine Administration of all and Singular the Goods Chattels and Credits which were of the said George Umpherston at the time of his death were after the death of the said George Umpherston and on the Twenty Seventh day of December in the Year of Christ One thousand eight hundred and Nine by the Supreme Court of Judicature at Madras aforesaid and due Form of Laws committed the said Nine hundred and ten Star Pagodas above demanded &c

Ans

any part thereof but to pray the same the said Andrew
Johnston hath hitherto wholly refused and hostilly doth refuse
to pay the same to the said Catharine Administratrix
as aforesaid to the damage of the said Catharine &
Administratrix as aforesaid of One hundred Pagodas &
Pagodas and therefore she brings her suit &c. And
the said Catharine brings into Court here the
Letters of Administration of the said Supreme
Court of Judicature at Madras which sufficiently &
testify to the Court here the granting of the Adminis-
tration aforesaid to her the said Catharine the
date whereof is on the day and Year in that &
behalf above mentioned.—

Judgment for the Plaintiff on a Verdict in Debt.

And now in this Fourth Term in the Year
of Our Lord One thousand eight hundred and eleven that is to-
say on the Twelfth day of September to which day
was given as well to the said Catharine &
Unspleiston as to the said Andrew Johnston &
Drummond to inform the Court of the &
premises & Came before the Court the said
Catharine Unspleiston by her Attorney aforesaid and
the

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the said Andrew John Drummond although solemnly & demanded came not to Answer nor did he say any thing in bar or preclusion of the said action of the said Catharine Umpherston whereby the said Catharine Umpherston remains therein undefended against the said Andrew John Drummond And afterwards to wit on the twenty fourth day of September in this same Term the Justices of the said Court having heard the Allegations of the said Catharine Umpherston & and examined the truth thereof and duly Considered the evidence produced on the part of the said Catharine Umpherston in Support of Her said Allegations say that the said Writing Obligatory in the said Plaint mentioned is the Deed of the said Andrew John Drummond in manner and form as the said Catharine Umpherston hath in her said Plaint therein in that behalf alleged Therefore it is Considered & that the said Catharine Umpherston as Administratrix as aforesaid do recover against the said Andrew John Drummond her said debt and also One Hundred and thirty nine pagodas and twelve fanams

Judgment signed for the Plaintiff the 24th day of October 1811
Shaw
Deputy Clk

Tenants for her damages which she hath sustained
as well on occasion of the detention of the said debt
as for her costs and charges by her about her suit in
this behalf expended by the Court now here adjudged
to the said Catharine Hunsperhaton and with her
assent. And the said Andrew John Drummond
in Mercy &c.

Mercy

Pleas before the Stoible Sir Thomas Andrew Strange Knight Chief Justice The Stoible Sir Francis Macnaghten Knight and The Stoible Sir John Henry Newbot 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 Eleven.-

Madras to wit John Steal puts in his place Daniel Neale his Attorney against Shunmogum Pandaram in a Plea of Debt.

Madras to wit. The said Shunmogum Pandaram in his own proper person at the Suit of the said John Steal in the Plea aforesaid

Madras to wit. Be it remembered that as of the Second Term in the year of Christ One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came John Steal by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against the said Shunmogum Pandaram 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 says

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Plaint in Debt filed 15th. May 1811.

Madras (to Wit) John Heal by Daniel Neale his Attorney Complains of Shunmoguem Pandarum 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 Shunmoguem Pandarum render to the said John Heal Four hundred and forty Star Pagodas of the Current Money of Madras which the said Shunmoguem Pandarum owes to and detains from the said John Heal For that Whereas heretofore to wit on the Thirteenth day of February in the year of Christ One Thousand Eight hundred and Ten at Madras the said Shunmoguem Pandarum by his Certain writing Obligatory Sealed with his Seal 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 to the said John Heal in the said Four hundred and forty Star Pagodas To be paid to the said John Heal when he the said Shunmoguem Pandarum should be thereto afterwards requested Yet the said Shunmoguem Pandarum (although often requested &c. hath not paid

to

1811

Judgment Roll

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to the said John Heal the said Four hundred and forty 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 John Heal of Ten Star Pagodas and therefore he brings his Suit &c.

Judgment by Confession

And the said Shunmogum Pandarum by Daniel Neale his Attorney comes and defends the wrong and injury when &c. and says that he cannot deny the Dr. action of the said John Heal, Nor but that the said Writing Obligatory in the said Plaint of the said John Heal mentioned is the Deed of him the said Shunmogum Pandarum. Nor but that he the said Shunmogum Pandarum doth owe to and detain from the said John Heal the said Four hundred and forty Star Pagodas above demanded in manner and form as the said John Heal hath above thereof complained against him. And hereupon the said John Heal 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

Judgment Signed for

and

Fourth Term 1811.

For the Plaintiff the 25th. day of October 1811. Shaw Dy Prothr.

and Adjudged that the said John Neal Recover against the said Shunmogum Pandaram his said debt. And that the said Shunmogum Pandaram pay to the said John Neal for the Costs and Charges aforesaid the Sum of Seventy three Pagodas and thirty two Fanams And that the said Shunmogum Pandaram be Mercy &c. Mercy

And hereupon the said John Neal by Daniel Neale his Attorney prays the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Houses, Lands, Debts and other Effects Real and personal of the said Shunmogum Pandaram within the Jurisdiction of the Supreme Court of Judicature at Madras aforesaid by Seizure and if it be necessary by

by sale thereof the sum of four hundred and forty Star Pagodas for debt, which the said John Steal recovered against the said Shunmogum Pandaram and also Seventy three Pagodas and Thirty two fanams adjudged to the said John Steal 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 Twenty fifth day of November next —

Writ of Fi. Fa. issued 25th October 1811 —

Fourth Term. 1811

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 Eleven. —

Madras to wit. John Doe on the demise of Vardan Gaspar and on the demise of Vardan Gaspar and Stephen Marcar Baboo puts in his place — Daniel Neale his Attorney against Aviet Seth in a — Plea of Trespass and Ejectment. —

Madras to wit The said Aviet Seth puts in his place William Light — his Attorney at the suit of the said John Doe in the — Plea aforesaid. —

Madras to wit. Be it remembered that as of the Fourth Term in the year of Christ 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 the said Aviet Seth 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

Plaint filed 24th Sept. 1810 —

Madras to Wit — John Doe by Daniel Neale his Attorney complains of Aviet Seth who is an Armenian Inhabitant of Madras and as such a Person amenable to the Jurisdiction of this Honorable Court of a plea For that Whereas heretofore to wit on the Second day of April in the year of our Lord One thousand Eight hundred and five at Madras one Vardan Gaspar by his deed dated granted and to farm lett to the said John two Messuages two dwelling houses ten outhouses five Stables five Yards five gardens and five Carnies of waste land with the Appurtenances situated at Mootialpettah in Armenian Street Madras To have and to hold the said Tenements with the Appurtenances to the said John and his assigns from the first day of April in the year aforesaid for and during and until the full end and term of ten years from thence next ensuing and fully to be compleat and ended By virtue of which said demise the said John entered into the Tenements aforesaid with the appurtenances and was possessed thereof until the said Aviet Seth afterwards to wit on the third day of April in the year aforesaid

Neale

with force and arms &c entered into the tenements aforesaid with the appurtenances which the said Gordon Gaspar demised to the said John in manner aforesaid for the terms aforesaid which is not yet expired and ejected the said John out of his said farms and other injuries to the said John then and there did against the peace of our Lord the King and for that afterwards to wit on the fourteenth day of August in the year of our Lord One thousand Eight hundred and ten at Madras aforesaid the said Gordon Gaspar and one Stephen Marcar Baboon had demised granted and to farm let to the said John two other Messuages two other dwelling houses ten other out houses five other Stables five other Yards five other Gardens and five other Enclosures of waste land with the appurtenances situated at Mootal Pettah in Armenian Street Madras To have and to hold the said last mentioned tenements with the appurtenances to the said John and his assigns from the thirteenth day of August in the year last aforesaid for and during and until the full end and term of five years from thence next ensuing

ensueing and fully to be compleat and ended By-
vertue of which said last mentioned demise the
said John entered into the tenements last aforesaid
with the appurtenances and was possessed thereof &
vested the said Aviet Seth afterwards to wit on the
fifteenth day of August in the Year last aforesaid
with force and Arms &c. entered into the tenements
last aforesaid with the appurtenances which the
said Vardan Gaspar and Stephen Marcar &
Baboan demised to the said John in Manner
aforesaid for the term last aforesaid which is
not yet expired and ejected the said John out of
his said last mentioned farm and other injuries
to the said John then and there did against the
Peace of our Lord the King To the damage of the
said John of Ten Star Pagodas and therefore
he brings his Suit &c.

And afterwards to wit in the fourth Term in the Year One
Thousand eight hundred and Ten in the said Supreme Court of
Judicature at Madras, until which Term the said Aviet Seth
had leave to imparl to the said Plaint and then to answer
the same Came as well the said John Doe by his said
Attorney as the said Aviet Seth By his said Attorney

imparlance

and

Fourth Term 1811

Plea filed 27th Sept. 1810.

and the said Aviet Seth Defends the force and injury when &c and says that he is not Guilty of the Trespass and Ejectment above laid to his charge &c in manner and form as the said John Doe hath above thereof Complained against him and of this he puts himself upon the Court &c.

Issue joined

And the said John Doe &c doth the like.

Defts of the Plaintiff non. suited.

And now on this day that is to say on the Thirteenth day of February in this Term to which day was given as well to the said John as to the said Aviet Seth to inform the Court of the premises, at &c which day came as well the said Aviet Seth by his said Attorney as the said John and the said Court having heard the respective allegations of the parties proceeded to consider thereof, but before any Verdict was given by the said Court in the premises the said John being solemnly called came not And it appears to the Court here that the said John hath neglected to bring the issue above Joined on to be tried according to the Course and practice of the said Court. Therefore it is considered by the said Court here that the said John take nothing by his said Plaint, but that he and his pledges to &c prosecute be in mercy &c. and that the said Seth do go thereof without day &c

Judgment of Non-suit signed for the Defendt. the fourth day of November 1811.

Shaw

Ly Profft.

And it is further considered by the said Court here that the said Aviet Seth do recover against the said John the Sum of One hundred

and Sixteen Pagodas and twenty 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 Ariet Seth
and with his assent and that the said Ariet Seth have
execution thereof &c.

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice The Honble Sir Francis Maenaghten 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 Eleven..

Fort St. George } Thomas Blyth puts in his place William Light his
Madras to wit } Attorney against Ebenezar Balfour and James Stogg —
in a Plea of Debt.—

Fort St. George } The said Ebenezar Balfour and James Stogg in their
Madras to wit } own proper person at the suit of the said Thomas —
Blyth in the Plea aforesaid.—

Fort St. George } Be it Remembered that in the Vacation after the Fourth
Madras to wit } Term of the year One thousand Eight hundred and
Eleven before the Supreme Court of Judicature at Madras
came Thomas Blyth by William Light his Attorney and
brought into the said Court then there his certain Plaint
against the said Ebenezar Balfour and James Stogg —
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

338

Fourth Term. 1811.

Plaint in Debt filed Novr. 5th. 1811.

Fort Saint George Madras to wit Thomas Blyth by William Leight his Attorney Complains of Ebenezar Balfour and James Hogg Inhabitants of Madras and as such persons Subject to the Jurisdiction of this Honorable Court of a Plea that they the said Ebenezar Balfour and James Hogg do render unto the said Thomas Blyth the Sum of One Thousand Two hundred and Eighty four Star Pagodas which they owe to and unjustly detain from him. For that Whereas the said Ebenezar Balfour and James Hogg heretofore to wit on the Thirtieth day of October in the year of our Lord One Thousand Eight hundred and Eleven at Madras aforesaid by their certain writing Obligatory Sealed with the Seal of the said Ebenezar Balfour and James Hogg and to the Court now shewn the date whereof is on the day and year aforesaid acknowledged themselves Jointly and Severally to be held and firmly bound unto the said Thomas Blyth in the said Sum of One Thousand Two hundred and Eighty four Star Pagodas to be paid to the said Thomas Blyth whereof they the said Ebenezar Balfour and James Hogg

Should

should be thereunto afterwards requested Yet the said Ebenezar
Balfour and James Hogg although often requested to pay the
same have not yet paid the said Sum of One Thousand
Two hundred and Eighty four Star Pagodas above demanded
or any part thereof to the said Thomas Blyth but to pay the
same or any part thereof they the said Ebenezar Balfour
and James Hogg have hitherto wholly refused and still do
refuse to the said Thomas Blyth his damage of Twenty Star
Pagodas and therefore he brings his Suit &c.

Judgment by Confession

And the said Ebenezar Balfour and James
Hogg by John Shaw their Attorney come and defend the
wrong and injury when &c. and say that they cannot
deny the said Action of the said Thomas Blyth nor
but that the said Bond in the said Plaint mentioned is
the Deed of the said Ebenezar Balfour and James
Hogg nor but that they the said Ebenezar Balfour and
James Hogg owe to and detain from the said Thomas
Blyth the said Six hundred and Forty Four Pagodas
and Two Fanams in manner and form as the said
Thomas Blyth hath above thereof Complained &c.

against

Judgment signed for the Plaintiff the Thirteenth day of November 1811. J Shaw Dep Sheriff

against them Wherefore it is considered that the said Thomas Blyth recover against the said Ebenezar Balfour and James Hogg his said Debt and also Sixty Seven Pagodas and Twenty Six Fanams for his damages which he hath sustained as well by the occasion of the detaining of the said Debt as for his Costs and Charges by him about his Suit in this behalf expended and by the Court now here adjudged to the said Thomas Blyth by his assent and the said Ebenezar Balfour and James Hogg in mercy &c.

Mercy

And thereupon the said Thomas Blyth by William Light his Attorney prays the Writ of our Lord the King of Five 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 Ebenezar Balfour and James Stogg within the jurisdiction of the

the Supreme Court by Seizure and if it
be necessary by sale thereof the sum of six
hundred and forty four Star Pagodas and
two fanams for debt, which the said Thomas
Stagg Recovered against the said Ebenezar Balfour
and James Stagg and also Sixty Seven Pagodas
and Twenty Six fanams adjudged to the said
Thomas Blyth for his damages which he had
Sustained as well on account 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
Writ of Fi. Fa. thirteenth day of December Next.
issued 13th
November 1833.

Fourth Term 1811.

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

Fort St George } Hugh Mac Intosh puts in his place William Light his
Madras to wit } Attorney against Rauswamy Moodelliar in a Plea of Trespass on the case.-

Fort St. George } The said Rauswamy Moodelliar in his own proper person
Madras to wit } at the suit of the Hugh Mac Intosh in the Plea aforesaid-

Fort St George } Be it remembered that in the Vacation after the First Term
Madras to wit } of the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Hugh Mac Intosh by William Light his Attorney and brought into the said Court then there his certain Plaint against the said Rauswamy 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

Plaint in Assumpsit filed 6th March 1811

Fort Saint George Madras to wit Hugh Mac Intosh by William Light his Attorney Complains of Ramswamy Moodeliar an Heridoo 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 Ramswamy Moodeliar on the Twenty fifth day of February in the Year One Thousand Eight hundred and Eleven at Madras aforesaid was indebted to the said Hugh Mac Intosh in the Sum of Eight hundred Star Pagodas of the current money of Madras aforesaid for so much money by the said Hugh Mac-Intosh before that time lent and advanced to the said Ramswamy Moodeliar at his Special Instance and request and being so indebted he the said Ramswamy Moodeliar 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 Hugh Mac Intosh to pay him the said last mentioned Sum of money when he the said Ramswamy Moodeliar should be thereto after-wards requested And Whereas the said Ramswamy Moodeliar afterwards to wit on the same day and year last

last aforesaid at Madras aforesaid was indebted to the said
Hugh Mac Intosh in other ~~other~~ Eight hundred Star Pagodas
of like current money of Madras aforesaid for so much money
by the said Hugh Mac Intosh before that time paid laid out
and expended to and for the use of the said Ramswamy
Moodeliar at his special instance and request and being so
indebted he the said Ramswamy Moodeliar 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 Hugh Mac Intosh to pay him the said
last mentioned Sum of money when he the said Ramswa-
my Moodeliar should be thereto afterwards requested &
And Whereas also the said Ramswamy Moodeliar
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid was indebted to the said Hugh
Mac Intosh in other Eight hundred Star Pagodas
of like current money of Madras aforesaid for so much
money by the said Ramswamy Moodeliar before that
time had and received to and for the use of the said
Hugh Mac Intosh and being so indebted he the said
Ramswamy Moodeliar in Consideration thereof afterwards

to

to wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there faith-
fully promised the said Hugh Mac Intosh to pay him
the said last mentioned Sum of money when he a-
the said Ramaswamy Moodeliar should be thereto a-
afterwards requested And Whereas also the said
Ramaswamy Moodeliar afterwards to wit on the same day
and year last aforesaid at Madras aforesaid accounted
with the said Hugh Mac Intosh of and concerning
divers other Sum of money then due and owing from
the said Ramaswamy Moodeliar to the said Hugh
Mac Intosh and then being in arrear and unpaid
upon that accounting he the said Ramaswamy Moodeliar
was then and there found to be in arrear and
indebted to the said Hugh Mac Intosh in other Eight
Hundred Star Pagodas of like current money of Madras
aforesaid and being so indebted he the said Ramaswamy
Moodeliar in Consideration thereof afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully

promised

promised the said Hugh Mac Intosh to pay him the said last mentioned Sum of money when he the said Rawsawamy Moodelian should be thereto afterwards requested yet the said Rawsawamy Moodellian not regarding the said several promises and undertakings so by him in manner and form aforesaid made but contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Hugh Mac-Intosh in that behalf hath not yet paid the said several Sums of money or any part thereof to the said Hugh Mac Intosh although often requested so to do but to pay the same or any part thereof he the said Rawsawamy Moodelian hath hitherto wholly refused and still doth refuse to the Damage of the said Hugh Mac Intosh of Eight 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 One Thousand Eight hundred and Eleven that is to say on the Twenty Third day of September to which day was given as well to the said Hugh Mac Intosh as to the said Rawsawamy Moodelian and the said

Rawsawamy

Ransowmy Modelair says nothing in bar or preclusion
of the said Action of the said Hugh Mac Intosh by
which the said Hugh Mac Intosh remains therein
undefended against the said Ransowmy Modelair
for which the said Hugh Mac Intosh ought to recover his
Damages by occasion of the premises and afterwards to
wit on the Twenty fifth day of the said Month of September
in the Term last aforesaid the said Court having diligently
enquired what damages the said Hugh Mac Intosh 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 Hugh Mac Intosh hath
sustained Damages by occasion of the premises over
and above his costs and Charges to Four hundred and
Two Pagodas Twenty two fanams and Seventy Cash
and for those costs and Charges to Two hundred and Thirty One
Pagodas and Six fanams Therefore It is Considered that the said
Hugh Mac Intosh recover against the said Ransowmy
Modelair his Damages and costs aforesaid by the Court
aforesaid in manner and form aforesaid found and
adjudged which Damages costs and Charges in the
whole

Judgment signed for the Plaintiff the 14th. day of. November 1811.
J Shaw
Dy Prothe

whole amount to Six hundred and Thirty Three Pagodas Twenty Eight Fanams and Seventy Cash and the said Ramaswamy Moodeliar in Mercy &c.

Mercy

Fourth Term 1811

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice The Honble Sir Francis Maenaghten 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 Eleven.

Madras to wit Tantiah Naig puts in his place Daniel Neale his Attorney against Ebenezer Balfour and James Richard Hogg in a Plea of Trespass on the case.

Madras to wit. The said Ebenezer Balfour and James Richard Hogg in their own proper person at the suit of the said Tantiah Naig in the Plea aforesaid.

Madras to wit. Be it remembered that as of the Third Term in the year of Christ One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Tantiah Naig by Daniel Neale his Attorney and brought into the said Court then there his Certain Plaint against the said Ebenezer Balfour and James Richard 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

1811

Judgment Roll

Fourth Term

Section 16

Plaint in Assumpsit filed 24th August 1811.

Madras / to wit / Tauteah Naig by Daniel Neale his Attorney Complains of Ebenezer Balfour and James Richard Hogg who are British Subjects and as such Persons Amenable to the Jurisdiction of this Honorable Court of a Plea of trespass on the Case For that whereas at the time next hereinafter Mentioned the said Ebenezer and James Richard were Persons using Commerce as Copartners according to the Custom of Merchants under the Names and by the Style and Firm of Balfour and Hogg to wit at Madras And being such Persons using Commerce as aforesaid the said Ebenezer and James Richard on the twenty Seventh day of March in the Year of Christ One thousand Eight Hundred and Eleven at Madras aforesaid made their certain Note in writing commonly called a Promisory Note their name Style and firm aforesaid being thereto subscribed bearing date the day and Year aforesaid and then and there delivered the same Note to the said Tauteah - By which Note the said Ebenezer and James Richard Promised at four Months

Months after the date thereof to pay to the said Tantiah or to his order the Sum of Six Hundred and fifty Star Pagodas being for Value received By means whereof and by force of the Statute in such Case made and provided the said Ebenezer and James Richard became liable to pay to the said Tantiah 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 Ebenezer and James Richard in Consideration thereof afterwards to wit on the day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tantiah 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 Ebenezer and James Richard afterwards to wit on the twentieth day of August in the Year aforesaid at Madras aforesaid were indebted to the said Tantiah in the Sum of One Thousand Star Pagodas of the lawful Current Money of Madras for Money by the said Tantiah before that time lent and advanced to the said Ebenezer and James Richard

And

and at their Special instance and request. And being so indebted
the said Ebenezer and James Richard in Consideration
thereof afterwards to wit on the same day and Year last
aforesaid at Madras aforesaid, undertook and then and there
faithfully promised the said Tantiah to pay him the
said last mentioned Sum of Money when they the said
Ebenezer and James Richard should be thereto afterwards
requested And Whereas the said Ebenezer and
James Richard afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid were indebted
to the said Tantiah in the further Sum of One Thousand
Star Pagodas of like Lawful Current Money of Madras for
Money by the said Tantiah before that time laid out
expended and paid for the said Ebenezer and James
Richard and at their like Special instance and request.
And being so indebted the said Ebenezer and James Richard
in Consideration thereof afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid, undertook
and then and there faithfully promised the said Tantiah
to pay him the said last mentioned Sum of Money
when they the said Ebenezer and James Richard

Should

should be thereto afterwards requested, And Whereas
also the said Ebenezer and James Richard after-
wards to wit on the same day and Year last aforesaid
at Madras aforesaid were indebted to the said Santiah
in the further Sum of One Thousand Star Pagodas
of like lawful Current Money of Madras for Money
by the said Ebenezer and James Richard before that
Time had and received to the use of the said
Santiah And being so indebted the said Ebenezer
and James Richard in Consideration thereof,
afterwards to wit on the Same day and Year
last aforesaid at Madras aforesaid undertook and
then and and there faithfully Promised the said
Santiah to pay him the said last mentioned
Sum of Money when they the said Ebenezer
and James Richard should be thereto afterwards
requested. And Whereas the said Ebenezer and
James Richard afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid accounted with
the said Santiah of and concerning divers other sums

of Money before that time due and owing from the said
Ebenezer and James Richard to the said Tantiah and then
being in arrear and unpaid upon which accounting the said
Ebenezer and James Richard were there and there found to be
in arrear and indebted to the said Tantiah 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 Ebenezer and James
Richard in Consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully Promised the said
Tantiah to pay him the said last mentioned Sum of Money
when they the said Ebenezer and James Richard should be
thereto afterwards requested, Yet the said Ebenezer and James
Richard 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 Tantiah 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
Tantiah although so to do the said Ebenezer and James
Richard were requested by the said Tantiah 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 Tantiah the said Ebenezer and James Richard have and each of them hath hitherto wholly refused and still do refuse To the damage of the said Tantiah of One Thousand Star Pagodas and therefore he brings &c his Suit &c — —

Judgment by Confession

And the said Ebenezer Balfour and James Richard Hogg by William Light their Attorney come and defend the wrong and Injury when &c and say that they cannot deny the said Action of the said Tantiah Nay nor but that they the said Ebenezer Balfour and James Richard Hogg did undertake and Promise in Manner and form as the said Tantiah Nay hath above thereof Complained against them the said Ebenezer Balfour and James Richard Hogg nor but that the said Tantiah Nay hath Sustained Damage by occasion of the Non performance by them the said Ebenezer Balfour and James Richard Hogg of their several Promises and Undertakings in the Plaint Mentioned to the Sum of Six hundred and Seventy two Pagodas and Twenty Seven Fanams over and besides the Costs

and Charges of the said Tantiah Naig by him about his suit in this behalf Expended and hereupon the said Tantiah Naig relinquishing the residue of the Damages by him in and by his Plaint alledged prays Judgment for the said Sum of Six hundred and Seventy two Pagodas and twenty Seven Fanams as aforesaid Confessed and for his said Costs and Charges. It is therefore Considered and adjudged that the said Tantiah Naig Recover against the said Ebenezer Balfour and James Richard Hogg his Damages aforesaid to the said Sum of Six hundred and Seventy two Pagodas and twenty Seven Fanams and that the said Ebenezer Balfour and James Richard Hogg pay unto the said Tantiah Naig for his said Costs and Charges the Sum of One hundred and Seven Pagodas and Ten Fanams which Damages Costs and Charges in the Whole Amount to the Sum of Seven hundred and Seventy Nine Pagodas and Twenty Seven Fanams and the said Ebenezer Balfour and James Richard Hogg in Mercy &c.

Judgment signed the 26th day of November 1811.
J Shaye Dy Cook

Mercy

And thereupon the said Tantiah Naig by Daniel Scales his Attorney prays

prays the Writ of our Lord the King of Fire — Facias to be directed to the Sheriff of Madras — commanding him to levy and make of the Stocks Lands Debts and other Effects real and — personal of the said Ebenezer Dalfour and — James Richard Stogg within the Jurisdiction of this Court by Seizure and if it be — Necessary by sale thereof the sum of Seven hundred and Seventy Nine Pagodas and thirty Seven — fanams which the said Pantiah Naig recovered against the said Ebenezer Dalfour and James Richard Stogg for damages which he hath — Sustained as well by occasion of the Non performance of certain promises and undertakings lately made by the said Ebenezer Dalfour and James — Richard Stogg to the said Pantiah Naig as for — Costs and Charges by him about his suit in that behalf expended. and it is granted unto him Returnable here on the Twenty Sixth day of — December Next.—

Writ of Fi Fa. ijsued 26th November 1811.—

Pleas before The Stoible Sir Thomas Andrew Strange, Knight Chief — Justice, The Stoible Sir Francis — Macnaghten Knight and The Stoible 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 Eleven. —

Madras to wit. Collah Goorosawmy Chittyar puts in his place — John Saunthers his Attorney against Aminjacary — Ramasawmy in a Plea of Trespass on the case. —

Madras to wit The said Aminjacary Ramasawmy in his own proper person at the suit of the said Collah Goorosawmy Chittyar in the Plea aforesaid. —

Madras to wit. Be it remembered that in the Vacation after the First Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Collah Goorosawmy Chetteyar by John Saunthers his Attorney and brought into the said Court then there his certain Plaint against the said Aminjacary Ramasawmy 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 20th March 1811.-

Madras to Wit Collah Goorooswamy Chetteyar by John Carruthers his Attorney Complains of Ammiyarayy Ramaswamy who is an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Ramaswamy heretofore to wit on the Second day of December One thousand Eight hundred and Nine at Madras aforesaid made his certain Promissory Note in Writing his own proper hand being thereunto Subscribed bearing date the day and year aforesaid and thereby then and there promised to pay One Month after the date thereof to the said Goorooswamy or Order the Sum of One hundred Pagodas for value received - By means whereof the said Ramaswamy then and there became liable to pay to the said Goorooswamy 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 Ramaswamy 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 Goorooswarry 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 Ramaswarry
afterwards to wit on the Second day of January in the
present Year of Christ One thousand Eight hundred
and Eleven at Madras aforesaid was indebted
to the said Goorooswarry in other Two hundred Pa-
Star Pagodas of the like Current Money of Madras
aforesaid for so much Money by the said Go-
Goorooswarry before that time lent and advanced to
the said Ramaswarry and at his special instance
and request and being so indebted he the said
Ramaswarry in consideration thereof afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faithfu-
fully promised the said Goorooswarry to pay him the
said last mentioned Sum of Money when he
should

should be thereunto afterwards requested. And Whereas also the said Ramasswamy afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Goorooswamy in other Two hundred Star Pagodas of the like Current Money of Madras aforesaid for so much Money by the said Ramasswamy before that time had and received to the and for the use of the said Goorooswamy and being so indebted he the said Ramasswamy 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 Goorooswamy to pay him the said last Mentioned Sum of Money when he should be thereunto afterwards requested. And Whereas also the said Ramasswamy afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted together with the said Goorooswamy of and concerning divers other Sums of Money before that time due and owing from the said Ramasswamy to the said Goorooswamy and then being in arrear and unpaid and upon such

accounting he the said Ramasswamy was then and
there found to be in arrear and indebted to the
said Goorooswamy in other Two hundred Star Pagodas
of the like Current Money of Madras aforesaid and
being so found in Arrear and indebted he the said
Ramaswamy 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 Goorooswamy to do
pay him the said last mentioned Sum of Money
when he the said Ramaswamy should be
thereunto afterwards requested - Yet the said Ramas-
swamy not regarding his said several promises
and undertakings so by him made in this behalf
as aforesaid but contriving and fraudulently intending
craftily and subtilly to deceive and defraud the said
Goorooswamy hath not as yet paid the said several
Sums of Money aforesaid or any or either of them
or any part thereof (although often requested so to do)
but to pay the same or any part thereof to the said
Goorooswamy he the said Ramaswamy hath hitherto
wholly

wholly refused and still doth refuse to the Damage of the said Goorooswamy of Two hundred Star Pagodas and therefore he brings his Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in this Third Term that is to say on the Twenty fourth day of July in the year of our Lord One thousand Eight hundred and Eleven until which day was given as well to the said Collah Goorooswamy Chitty as to the said Arunjacary Ramaswamy to inform the Court of the premises Comes the said Collah Goorooswamy Chitty by his Attorney aforesaid and the said Arunjacary Ramaswamy 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 Arunjacary Ramaswamy did undertake and promise in manner and form as the said Collah Goorooswamy Chitty hath above thereof in that behalf alledged &c against him and they assess the damages of the said Collah Goorooswamy Chitty on occasion of the not performing the several promises and undertakings above Mentioned over and above his Costs and Charges

for

by him about his Suit in this behalf expended &
to One Hundred and Fourteen Pagodas and Eleven
Fanams and for those Costs and Charges to One &
Hundred and Thirty Seven Pagodas and Nine &
Fanams Therefore it is considered that the said Collah
Goorooswamy Chitty do recover against the said &
Arumjacamy Ramasawmy his said damages Costs
and Charges in Form aforesaid assessed which &
said damages Costs and Charges in the whole &
Amount to Two hundred and Fifty one Pagodas and
Twenty Fanams. And the said Arumjacamy in &
Mercy &c.

Judgment Signed for the Plaintiff the 27th. day of November 1811.
Shaw
Dep Prothe

Mercy

And thereupon the said Collah
Goorooswamy Chittypar by John Carruthers
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 Arumjacamy Ramasawmy to
Satisfy

Satisfy the said Collah Goorooswamy Chitty of two hundred and fifty One Pagodas and twenty fanams which the said Collah Goorooswamy Chitty recovered against the said Amenjacary Ramasawmy for damages sustained as well on occasion of the Non performance of Certain promises and undertakings lately made by the said Amenjacary Ramasawmy to the said Collah Goorooswamy Chittyar 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 fourth day of December next

Writ of Sa: Fa: Sa: issued on the 27th. November 1811.

Pleas before the Stemble Sir Thomas Andrew Strange, Knight Chief Justice The Stemble Sir Francis Macnaghten Knight and The Stemble 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 Eleven

Madras to wit. Conjee Narsoo Naig puts in his place John Carruthers his Attorney against Ebenezer Balfour and James Richard Hogg in a Plea of Trespass on the case.-

Madras to wit. The said Ebenezer Balfour and James Richard Hogg in their own proper person at the suit of the said Conjee Narsoo Naig in the Plea aforesaid.-

Madras to wit Be it remembered that in the Third Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Conjee Narsoo Naig by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Ebenezer Balfour and James Richard 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

Fourth Term 1811.

Plaint in Assumpsit filed July 27th. 1811.

Madras to wit. Conjee Narsoo. Nacq by John Carruthers his Attorney Complains of Ebenezer Balfour and James Richard Hogg who are respectively Inhabitants of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Ebenezer and James Richard on the Eighteenth day of February in the present Year of Christ One thousand Eight hundred and Eleven to wit at Madras made their certain Promissory Note in Writing bearing date the day and Year aforesaid and thereby then and there promised to pay Fifteen days after the date thereof to the said Narsoo or Order the Sum of Three Hundred and Fifty Pagodas for value received with Interest at Ten per Cent per Annum By means whereof the said Ebenezer and James Richard then and there became liable to pay to the said Narsoo the said Sum of Money in the said Note Specified According to the tenor and Effect of the said Note. And being so liable they the said Ebenezer and James Richard in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid

understood

undertook and there and there faithfully promised the said Narrao 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 Ebenezer and James Richard afterwards to wit on the second day of July in the year aforesaid at Madras aforesaid were indebted to the said Narrao in other Seven Hundred Star Pagodas of the like Currency aforesaid for so much Money by the said Narrao before that time lent and Advanced to Ebenezer and James Richard and at their Special instance and request and being so indebted they the said Ebenezer and James Richard 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 Narrao to pay him the said last Mentioned Sum of Money when they the said Ebenezer and James Richard should be thereunto afterwards requested - And Whereas also the said Ebenezer and James

Richard

Richard afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Narsoo in other Seven Hundred Star Pagodas of the like Currency aforesaid for so much Money by the said Ebenezer and James Richard before that time had and received to and for the use of the said Narsoo and being so indebted they the said Ebenezer and James Richard in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Narsoo to pay him the said last Mentioned Sum of Money when they the said Ebenezer and James Richard should be thereunto afterwards requested. And Whereas also the said Ebenezer and James Richard afterwards to wit on the same day and Year last aforesaid Madras aforesaid Accounted together with the said Narsoo of and concerning divers other large Sums of Money before that time due and owing from the said Ebenezer and James Richard to the said Narsoo and then being in Arrear and unpaid and upon such

Accounting

accountering they the said Ebenezer and James Richard
were then and there found to be in Arrear and indebted
to the said Nurse in other Seven Hundred Star Pagodas
of the like Currency aforesaid and being so found in
Arrear and indebted they the said Ebenezer and James
Richard in Consideration thereof afterwards to wit on
the same day and Year last aforesaid at Madras —
aforesaid undertook and then and there faithfully —
promised the said Nurse to pay him the said
last Mentioned Sum of Money when they the said
Ebenezer and James Richard should be thereunto
afterwards requested. Yet the said Ebenezer and
James Richard not regarding their said Several
Promises and undertakings so by them made in
this behalf as aforesaid but contriving and fraudu-
lently intending craftily and subtilly to deceive and —
defraud the said Nurse have not nor hath either
of them yet paid the said Several Sums of Money
aforesaid or any or either of them or any part thereof
although often requested so to do but to pay the
same or any part thereof to the said Nurse —
they

they the said Ebenezer and James Richard have and each of them hath hitherto wholly refused and still do refuse to the Damage of the said Narsoo of Seven Hundred Star Pagodas and therefore he brings his Suit &c.

Judgment by Confession

And the said Ebenezer Balfour and James Richard Flegg in their proper persons come and defend the wrong and injury when &c and say that they cannot deny the action of the said Conjeveram Narsoo Naick now but that they the said Ebenezer Balfour and James Richard Flegg did undertake and promise in manner and form as the said Conjeveram Narsoo Naick hath above thereof complained against them now but that the said Conjeveram Narsoo Naick hath sustained damages on occasion of the not performing of the said several promises and undertakings in the said declaration mentioned to seven hundred Star Pagodas as by the said declaration is above supposed. And hereupon the said Conjeveram Narsoo Naick prays Judgment and his damages to be acknowledged

Judgment &c. by Confession signed the 27th day of November 1811. J Shaw Sept Sollr

acknowledged together with his Costs and Charges by him about his Suit in this behalf expended to be adjudged to him &c. Therefore it is considered that the said Conjeveram Narsoo Naick do recover against the said Ebenezer Balfour and James Richard Flegg his damages to Three hundred and Seventy five Pagodas and Forty Fanams in form aforesaid acknowledged and also One hundred and Thirty Nine Pagodas and Forty Fanams for his said Costs and Charges by the Court now here adjudged to the said Conjeveram Narsoo Naick and with his assent which said damages Costs and Charges in the whole Amount to Five hundred and Fifteen Pagodas and Thirty five Fanams and the said Ebenezer Balfour and James Richard Flegg in Mercy &c.

Mercy

And hereupon the said Conjeveram Narsoo Naick by John Carruthers his said Attorney prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff

Fourth Term 1811

Sheriff of Madras commanding him to take the Body of the said Ebenezer Balfour and James Richard Hogg to Satisfy the said Conjee Narsoo Naig of Five hundred and fifteen Pagodas and thirty five fanams which the said Conjee Narsoo Naig Recovered against the said Ebenezer Balfour and James Richard Hogg for damages Sustained as well on occasion of the Non performance of certain promises and undertakings Lately made by the said Ebenezer Balfour and James Richard Hogg to the said Conjee Narsoo Naig 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 fourth day of December Next

Writ of Ca: ad: Sa: issued 27th Novr. 1811

1811

Judgment Roll

Fourth Term

Section 17

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 Eleven -

Fort St. George } Bydepauty Venkiah Braminy puts in his place Fownes
Madras ss } Disney his Attorney against Ahmed Ali Khaun Bahauder in
a Plea of Debt. -

Fort St. George } The said Ahmed Ali Khaun Bahauder in his own proper
Madras ss } person at the suit of the said Bydepauty Venkiah Braminy
in the Plea aforesaid -

Fort St. George } Be it remembered that in the Vacation after the Second -
Madras ss } Term of the year One thousand Eight hundred and Eleven before
the Supreme Court of Judicature at Madras came -
Bydepauty Venkiah Braminy by Fownes Disney his Attorney
and brought into the said Court then there his certain Plaint
against the said Ahmid Ali Khaun Bahauder 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 1811

Plaint in Debt filed 28th June 1811.-

Fort St. George Madras ss. Bydepauty Venkiah Braminy by Townes Disney his Attorney complains of Ahmid Ali Khaun Bahander who is a Mahomedan Inhabitant of Madras and as such liable to the Jurisdiction of this Honble Court of a plea that he render to him the said Bydepauty Venkiah Braminy Eight hundred Star Pagodas which he the said Ahmid Ali Khaun Bahander owes to and unjustly detains from him. For that Whereas the said Ahmed Ali Khan Bahander heretofore to wit on the Twenty Ninth day of March in the year of Christ One thousand Eight hundred and Six at Madras aforesaid by his certain writing Obligatory sealed with the seal of the said Ahmed Ali Khaun Bahander 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 Bydepauty Venkiah Braminy in the penal sum of Eight hundred Star Pagodas to be paid to the said Bydepauty Venkiah Braminy when he the said Ahmed Ali Khaun Bahander should be thereunto afterwards

afterwards requested. Yet the said Ahmed Ali Khawn Bahander altho often requested hath not yet paid the said Sum of Eight hundred Star Pagodas above demanded or any part thereof to the said Bydepanty Venkiah Braminy but to pay the same or any part thereof to the said Bydepanty Venkiah Braminy he the said Ahmed Ali Khawn Bahander hath hitherto wholly refused and still refuses so to do to the damage of the said Bydepanty Venkiah Braminy of two hundred Star Pagodas and therefore he brings his suit &c.

Judgment for the Plaintiff on a verdict in Debt.

And now in this Fourth Term in the year One thousand eight hundred and eleven that is to say on the Twelfth day of September to which day was given as well to the said Bydepanty Venkiah Braminy as to the said Ahmed Ali Khawn Bahander to inform the Court of the premises come before the Court the said Bydepanty Venkiah Braminy by his Attorney aforesaid. And the said Ahmed ali Khawn

Fourth Term 1811

Khawn Bahander although solemnly demanded came not to answer nor did he say any thing in Bar — or preclusion of the said Action — of the said Bydeparty Venkiah Braminy whereby the said Bydeparty Venkiah — Braminy remains therein undefended against the said Ahmed Ali Khawn Bahander. 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 Bydeparty Venkiah — Braminy and examined the truth thereof and duly considered the — evidence produced on the part of the said Bydeparty Venkiah Braminy in support of his said Allegations doy that the said Writing Obligatory in the said Plaint mentioned is the

Deed

Deed of the said Ahmed
Ali Khaven Bahander in manner
and form as the said Bydepanty
Venkiah Brammy hath in his
said Plaint in that behalf therein
alleged. Therefore it is —
Considered that the said Bydepanty Venkiah Brammy —
do recover against the said
Ahmed Ali Khaven Bahander
his said Debt and also One —
hundred and Seventy five Pagodas
and forty fanams for his —
damages which he hath sustain-
=ed as well on occasion of the —
detention of the said debt as for —
his Costs and Charges by him
about

Judgment signed
for the Plaintiff
the 29th day of
November 1811.
Shaw
Ley Pottle.

about his Suit in this behalf expended
by the Court now here adjudged to the
said By deputy Venkiah Braming
and with his Assent. And the
said Ahmed Ali Khan Bahander
in mercy &c. —

Mercy

And thereupon the said Bydepauty
Venkiah Braminy by Townes Disney his Attorney
prays the Writ of our Lord the King of Fire
Facias to be directed to the Sheriff of Madras
commanding him to Levy and Make of the
Houses, Lands, Debts, and other Effects Real
and personal of the said Ahmed Ali Khan
Bahander within the Jurisdiction of the said
Supreme Court by Seizure and if it be
necessary by Sale thereof the sum of Six
hundred and Sixty Nine Star Pagodas and
fifteen fanams for debt which the said
Bydepauty Venkiah Braminy Recovered
against the said Ahmed Ali Khan
Behander and also One hundred and
Seventy-

Seventy Six Pagodas and forty fanams Adjudged to the said Bydesanty Venkiah Braming 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 December next. —

Writ of Fi: Fa: issued on the 29th November 1811. —

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Fourth Term 1811 –

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 Eleven. –

Fort St. George } Mootiah Moodelliar puts in his place Townes Disney
Madras ss } his Attorney against Venkatachilam and Savvay in a Plea of Trespass on the case.

Fort St. George } The said Venkatachilam and Savvay put in their
Madras ss } place Daniel Neale their Attorney at the suit of the said Mootiah Moodelliar in the Plea aforesaid –

Fort St. George } Be it remembered that as of the Third Term in the
Madras ss } year One thousand Eight hundred and Ten before the Supreme Court of Judicature at Madras came Mootiah Moodelliar by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against the said Venkatachilam and Savvay in a Plea of Trespass on the case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Plaint in assumpsit
Filed 25 August 1810.

Fort St George Madras ss Mootiah Modelliar by Soonoo Dissony his Attorney complains of Venatachelam and Soonoo being respectively Hindoo Inhabitants of Madras and as such subject to the jurisdiction of this Hon'ble Court in a plea of trespass on the case for that whereas the said Venatachelam and Soonoo heretofore to wit on the first January of Crodara year of the Hindoos corresponding with the Eleventh day of August in the Year of Christ One thousand eight hundred and five at Madras aforesaid made their certain Note in writing in the Malabar language according to the laws and customs of the Hindoo Natives of India their own proper hands being thereunto respectively subscribed bearing date the same day and Year aforesaid and there and there delivered the said Note to the said Mootiah Modelliar by which said Note they the said Venatachelam and Soonoo (by the names and description of Venatachelam and Soonoo sons of Audetanjam Arundaspa Modelliar of Madras) acknowledged to have borrowed and received of the said Mootiah Modelliar (by the name and description of Mootiah Modelliar son of Chenny Saravana Modelliar of

of the same place) the sum of Three hundred and twenty Star pagodas current money of Madras which sum the said Venkatachelum and Sawmy did thereby engage to repay to the said Mattiah Modelliar on demand with all such interest as should or might become due thereon at the rate of Twelve per Cent per Annum commencing from that month By reason whereof and by force of the laws and customs of such Hindoo Natives of India the said Venkatachilum and Sawmy became liable to pay to the said Mattiah Modelliar the said Sum of money in the said note specified according to the tenor and effect of the said Note And being so liable they the said Venkatachelum and Sawmy in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mattiah 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 Venkatachelum and Sawmy afterwards to wit on the Eighteenth day of July in the Year of

Christ

Christ One thousand eight hundred and ten at Madras aforesaid were indebted to the said Moothiah Moodelliar in the Sum of Six hundred Star pagodas of the lawful current money of Madras for so much money by the said Moothiah Moodelliar before that time lent and advanced to the said Venkatachelam and Sawmy and at their special instance and request And being so indebted they the said Venkatachelam and Sawmy 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 Moothiah Moodelliar to pay him the said last mentioned Sum of money when they the said Venkatachelam and Sawmy should be thereunto afterwards requested And Whereas also the said Venkatachelam and Sawmy afterwards to wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Moothiah Moodelliar in other Six hundred Star pagodas of the like lawful current money of Madras aforesaid for so much money by the said Venkatachelam and Sawmy before that time had and received to and for the use of the said Moothiah

Moodelliar

Moodelliar And being so indebted they the said Venkatachelam and Sawmy in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mootiah Moodelliar to pay him the said last mentioned Sum of money when they the said Venkatachelam and Sawmy should be thereunto afterwards requested - And Whereas also the said Venkatachelam and Sawmy afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Mootiah Moodelliar of and concerning divers Sums of money before that time due and owing from the said Venkatachelam and Sawmy to the said Mootiah Moodelliar and there being in arrear and unpaid and upon that Accounting the said Venkatachelam and Sawmy were then and there found to be in arrear and indebted to the said Mootiah Moodelliar in other Six hundred Star Pagodas of the like lawful current money of Madras aforesaid And being so found in arrear and indebted they the said Venkatachelam and Sawmy 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 Mootiah
Modelliar to pay him the said last mentioned Sum
of money when they the said Venkatachilam and Sawmy
should be thereunto afterwards requested. — Yet the said
Venkatachilam and Sawmy not regarding their
several promises and undertakings to be by them in
manner and form aforesaid made but contriving and
fraudulently intending craftily and subtilly to deceive
and defraud the said Mootiah Modelliar 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 Mootiah Modelliar although
they the said Venkatachilam and Sawmy were and each of
them was by the said Mootiah Modelliar aforesaid on the
same day and year last aforesaid and often times after
wards at Madras aforesaid requested so to do but to pay the
same or any of them or any part thereof to the said Mootiah
Modelliar they the said Venkatachilam and Sawmy or
either and each of them hath hitherto wholly refused
and still refuse to the damage of the said
Mootiah

Fourth Term 1811

Moothiah Moodelliar of Eight hundred 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 Eleven in the Term the said Venkatachilam and Sawmy had leave to imparlance imparl to the said Plaint and there to answer the same Come as well the said Moothiah Moodelliar by his said Attorney as the said Venkatachilam and Sawmy by their said Attorney, and the said Venkatachellam and Sawmy Defend the Wrong and Injury when &c. and say that they did not undertake and promise in manner and form as the said Moothiah hath above thereof complained against them and of this they put themselves upon the Court &c.—

Plea filed 3d April 1811.

And the said Moothiah Moodelliar doth the like.—

Issue joined.

And now in this Third Term that is to say on the Thirty first day of July in the Year One thousand eight hundred and eleven to which day was given as well to the said Moothiah Moodelliar as to the said Venkatachilam and Sawmy to inform the Court of the premises come the parties aforesaid by their Attornies aforesaid— And the premises of this Court having heard examined and considered the allegations of the respective parties and examined the testimony thereof and duly and deliberately considered the evidence produced on both Sides say that the said Venkatachilam and Sawmy did undertake and promise in manner and

Judgment for the Plaintiff on a Verdict in Assumpsit.—

form

form as the said Moothiah Moodelliar hath in his said Plaint in that behalf therein alledged — And the Justices aforesaid assess the damages of the said Moothiah Moodelliar by reason of the Nonperformance of the several promises and undertakings in the said Plaint of the said Moothiah Moodelliar mentioned besides his costs and charges by him about his suit in this behalf expended to Four Hundred and Ninety eight Pagodas and forty two Fanams Therefore it is considered that the said Moothiah Moodelliar do recover against the said Venkatachilam and Sawmy his damages aforesaid in form aforesaid assessed and also Two hundred and thirty five Pagodas and eleven fanams for his said costs and charges by the said Court now here adjudged to the said Moothiah Moodelliar and with his assent which said damages costs and charges in the whole Amount to Seven hundred and thirty four Pagodas and eight fanams — and that he have execution thereof — And the said Venkatachilam and Sawmy in mercy &c.

Judgment signed for the Plaintiff the 29th. day of November 1811. — Thurn Ley Roth.

Mercy

And thereupon the said Moothiah Moodelliar by Townes Disney his Attorney prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the bodies of the said Venkatachellum and Sawmy to Satisfy the said Moothiah Moodelliar of Seven hundred Pagodas and Eight fanams which the

the said Mootiah Moodelliar recovered against the said Vencatachellum and Sawmy for damages sustained as well by Reason of the Nonperformance of Certain promises and Undertakings lately made by the said Vencatachellum and Sawmy to the said Mootiah Moodelliar as for his Costs and Charges by him about his Suit in that behalf expended. And it is granted unto him Returnable here on the thirtieth day of December next.—

Writ of Capias ad Sa: issued 29th Nov.r 1811.

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 Eleven. —

Madras ss. Colah Chinna Sawmy Chitty puts in his place Robert Orme his Attorney against Kuloore Soobramoneyan in a Plea of Trespass on the case. —

Madras ss. The said Kuloore Soobramoneyan in his own proper person — at the suit of the said Colah Chinna Sawmy Chitty in the Plea aforesaid. —

Madras ss. 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 Colah Chinna Sawmy Chitty by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against the said Kuloore Soobramoneyan 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 1811.

Plaint in Assumpsit filed 29th November 1809.

Madras ss Colah Chinna Sawmy Chitty by Robert Orme his attorney Complains of Theloore Soobra=manean being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court

For that Whereas the said Theloore Soobramanian on the sixth day of August in the Year of Christ One thousand eight hundred and eight to wit at Madras aforesaid made his certain note in writing commonly called a Promissary note his own proper hand being thereunto subscribed bearing date the day and year aforesaid and then and there delivered the said Note to the said Colah Chinna Sawmy Chitty whereby the said Theloreesoobramanian acknowledged that he had borrowed and received from the said Colah Chinna Sawmy Chitty the Sum of One thousand five hundred and fifty Six Star Pagodas which he the said Theloore=Soobramanian promised to pay in two months time with ten per Cent Interest per Annum By reason whereof and by force of the Statute in such Case made and provided the said Theloore Soobramanian became liable to pay to the said Colah Chinna Sawmy Chitty the said Sum of money mentioned in the said Note with the

Interest

Interest thereon according to the tenor and effect of the said
note and being so liable he the said Keeloore or
Soobramoneam in consideration thereof afterwards
to wit on the same day and year aforesaid at Do
Madras aforesaid undertook and faithfully promised
the said Colah Chinna Sawmy Chitty to pay him 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 Keeloore
Soobramoneam afterwards to wit on the Ninth day of
October in the year aforesaid at Madras aforesaid was
indebted to the said Colah Chinna Sawmy Chitty in
the Sum of Three thousand Star Pagodas of the
Current Money of Madras for so much money by the
said Colah Chinna Sawmy Chitty before that time
lent and advanced to the said Keeloore Soobramoneam and
at his Special instance and request and being so
indebted he the said Keeloore Soobramoneam 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
Colah

Fourth Term 1811

Colah Chinna Sawmy Chitty to pay him the said last
mentioned Sum of money when he the said Keeloore
Soobrarmonean should be thereunto afterwards requested
And Whereas also the said Keeloore Soobrarmonean &
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid Accounted with the said Colah &
Chinna Sawmy Chitty of and concerning Divers other
Sums of money before that time due and owing from
the said Keeloore Soobramonean to the said Colah Chinna
Sawmy Chitty and then being in arrear and unpaid and
upon that Accounting the said Keeloore Soobramonean
was then and there found to be in arrear and indebted to the
said Colah Chinna Sawmy Chitty in the further Sum
of Three thousand Star Pagodas of like Current money
and being so found in arrear and indebted he the said
Keeloore Soobramonean 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 Colah Chinna Sawmy Chitty to pay him
the said last mentioned Sum of money when he the said
Keeloore Soobramonean should be thereunto afterwards &
requested Yet the said Keeloore Soobramonean not regarding

His

his said several promises and undertakings so by him made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Colah Chinna Sawmy Chitty in this behalf hath not yet paid the said several sums of money or either of them or any part thereof although so to do he the said Keeloove Soobramoneam was requested by the said Colah Chinna Sawmy Chitty to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid but the said Keeloove Soobramoneam to pay the same or any part thereof to the said Colah Chinna Sawmy Chitty hath hitherto wholly refused and still doth refuse To the Damage of the said Colah Chinna Sawmy Chitty of Three Thousand Star Pagodas &c and therefore he brings Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit.

And now in this Second Term in the Year one thousand eight hundred and Eleven that is to say on the twenty first day of March to which day was given as well to the said Colah Chinnah Sawmy Chitty as to said Keeloove Soobramoneam and the said Keeloove Soobramoneam days nothing in bar or preclusion of the said Action of the said Colah Chinnah Sawmy Chitty remains thereon undefended against the said Keeloove Soobramoneam for which the said Colah Chinnah Sawmy Chitty ought to recover

Fourth Term 1811.

recover his Damages by occasion of the premises And afterwards to wit on the Second day of April in the Term last aforesaid the said Court having diligently enquired what Damages the said Colah Chinna Sawmy Chitty hath Sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and adjudge that the said Colah Chinnatsawmy Chitty hath Sustained Damages by occasion of the premises over and above his Costs and Charges to Three Thousand Star Pagodas and for those Costs and Charges to One hundred and twenty Seven Star Pagodas and Seven Fanams Therefore it is considered that the said Colah Chinna Sawmy Chitty recover against the said Theodore Coobrarroonain his Damages and Costs aforesaid by the Court aforesaid found and adjudged which Damages in the Whole amount to Three Thousand one hundred and twenty Seven Star Pagodas and Seven Fanams And the said Theodore Coobrarroonain in Mercy &c.

Judgment signed for the Plaintiff the 20th day of November 1811. Shaw Sey/ Prothr

And thereupon the said Collah Chinna Sawmy Chitty by Robert Orme his

his Attorney prays the Writ of our Lord the King of Fire Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Houses Lands, Debts and other Effects Real and personal of the said Keeloor Soobramonean within the Jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the sum of

Fourth Term 1811

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 Eleven.—

Madras— Mooddapappoo Venkiah puts in his place Daniel Neale his Attorney against Raumadausoo Seetamah Widow and Raumadausoo Seetaramiah the Representatives and Successors to the Estate of Raumadausoo Raumanjy deceased in a Plea of Trespass on the case.—

Madras— The said Raumadausoo Seetamah, and Raumadausoo Seetaramiah in their own proper person. at the suit of the said Mooddapappoo Venkiah in the Plea aforesaid.—

Madras Be it remembered that as of the Second Term in the year of Christ One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Mooddapappoo Venkiah by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against the said Raumadausoo Seetamah and Raumadausoo Seetaramiah 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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1811

Judgment Roll

Fourth Term

Section 18.

Plaint filed 17th July 1811.

Madras. Maddapaygoo Venkiah by Daniel Neale his Attorney Complaining of Rauma-
-dauoo Seetaramiah Widow and Rauma dauoo Seeta-
-ramiah being the Representatives and Successors to the
Estate of Rauma dauoo Rauma[illegible] deceased who Was in
his life time a Hindoo Native of India (And which
said Rauma dauoo Seetaramiah and Rauma dauoo
Seetaramiah are Hindoo Inhabitants of Madras and as
such Persons subject to the Jurisdiction of this
Honorable Court) of a Plea of Trespass on the case
For that Whereas heretofore (to wit) on the Twenty
eighth day of September in the Year of Christ One
thousand Eight hundred and Eight at Madras
the said Rauma dauoo Rauma[illegible] in his Life time
Made his Certain Note in Writing in the Gentoo
Language his proper hand being thereto Subscribed
bearing date the day and Year aforesaid and then
and there delivered the same Note to the said
Venkiah By which Note the said Rauma dauoo
Rauma[illegible] acknowledged that he had borrowed of the
said Venkiah Two hundred Current Star Pagodas and
engaged to repay to the said Venkiah the same Sum
and

in the Space of Eight Months with interest at the rate of Twelve per Cent per Annum By means whereof the said Ramnadaudoo Ramnaujy became liable to pay to the said Venkiah the said Sum of Money in the said Note Specified with such interest as aforesaid according to the tenor and effect of the said Note and being so liable the said Ramnadaudoo Ramnaujy 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 Venkiah to pay him the said Sum of Money in the said Note Specified with such interest as aforesaid according to the tenor and Effect of the said Note And whereas the said Ramnadaudoo Ramnaujy in his life time afterwards to wit on the Twenty Ninth day of May in the Year of Christ One thousand Eight hundred and Nine at Madras aforesaid was indebted to the said Venkiah in the Sum of Four hundred Star Pagodas of the Lawful Current Money of Madras for money by the said Venkiah before that time lent and advanced to the said Ramnadaudoo Ramnaujy and at his Special instance and request And being so indebted the said

Rauvanajy in his life time 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 Venkiah to pay him the said
last Mentioned Sum of Money when he the said
Rauvadauloo Rauvanajy should be thereto afterwards &
requested. And Whereas the said Rauvadauloo
Rauvanajy in his life time afterwards to wit on the
same day and Year last aforesaid at madras aforesaid
accounted with the said Venkiah of and Concerning
divers other Sums of Money before that time due and
owing from the said Rauvadauloo Rauvanajy
to the said Venkiah and then being in arrear and
unpaid upon which accounting the said Rauva-
dauloo Rauvanajy was then and there found to be
in arrear and indebted to the said Venkiah in the
further Sum of Four hundred Star Pagodas of
the like lawful Current Money of Madras. And
being so found in Arrear and indebted the said &
Rauvadauloo Rauvanajy in his life time in &
Consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
undertook

undertook and then and there faithfully promised
the said Venkiah to pay him the said last
Mentioned Sum of Money when he the said
Rammadandoo Raumanjy should be thereto
afterwards requested Yet the said Rammadan-
doo Raumanjy in his life time and the said
Seetarmah and Seetaramiah Representatives and
Successors as aforesaid Not Regarding the said
Several Promises and undertakings of the said
Rammadandoo Raumanjy So by him in
Manner and form aforesaid Made but
Contriveing and intending to deceive and defraud
the said Venkiah in this behalf the said Rammadandoo
Raumanjy in his life time did not pay and the said
Seetarmah and Seetaramiah Representatives and
Successors as aforesaid since the death of the said
Rammadandoo Raumanjy hitherto have not nor hath
either of them paid the said Sum of Two Hundred
Current Star Pagodas Mentioned in the first Count or
any interest for or in respect to the same or the said
Several other Sums of Money Mentioned in the
Second and third Counts or either of them or any
part thereof (although so to do the said Rammadandoo

Raumaiyy in his life time to wit on the day and Year &c
aforesaid, and the said Seetaramah and Seetaramiah
Representatives and Successors as aforesaid on the
Twentieth day of March in the Year of Christ One
thousand Eight hundred and Eleven and —
often times afterwards were respectively requested
by the said Venkiah to wit at Madras aforesaid) but —
to pay the same the said Rauvaradaroo Raumaiyy in his
life time Wholly refused and the said Seetaramah and &c
Seetaramiah Representatives and Successors as —
aforesaid Still do refuse To the damage of the said
Venkiah of Four hundred Star Pagodas and &c
therefore he brings his Suit &c —

Judgment for the Plaintiff on a Verdict in Assumpsit

And the said Rauvaradaroo Seetaramah
and Rauvaradaroo Seetaramiah having come
in their own Proper Persons, defended the Wrong
and Injury when &c and said Nothing in bar
or Preclusion of the said action of the said &c
Moodaspaspoo Venkiah, Whereby the said Mooda-
spaspoo Venkiah remained thereon undefended —
against the said Rauvaradaroo Seetaramah Widow
and Rauvaradaroo Seetaramiah and by reason

Whereof

whereof a day was given to the said Moodaspasspoo Venkiah to verify his said Plaint and Suit,-

At which day being the twenty third day of September in this Year comes the said Moodaspasspoo Venkiah by his said attorney and Proves 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 Moodaspasspoo Venkiah and the Depositions of the Witnesses produced by him have Pronounced that the said Rawmadasoo Rawmanajy deceased did in his life time Undertake and promise in manner and form as the said Moodaspasspoo Venkiah hath above thereof Complained against the said Rawmadasoo Seetamah Widow and Rawmadasoo Seetawamiah Representatives and Successors as aforesaid and the said Justices have assessed the Damages sustained by the said Moodaspasspoo Venkiah by the occasion of Non performance by the said Rawmadasoo Rawmanajy in his life time of his Several Promises and undertakings in in the Plaint Mentioned to the Sum of Two hundred and Seventy five Pagodas and Nine Fanams and

and besides the Costs and Charges of the said Moodaspaspoo
spoo Ventriah by him about his Suit in this &c
behalf Expended -

It is therefore considered and adjudged that
the said Moodaspaspoo Ventriah do recover against
the said Rawmadasoo Seetarmah Widow and &c
Rawmadasoo Seetarawmiah Representatives and
Successors as aforesaid his Damages aforesaid
to the said Sum of Two hundred and Seventy five
Pagodas and Nine fanams and that the said
Rawmadasoo Seetarmah Widow and Rawmadasoo
Seetarawmiah do pay to the said Moodaspaspoo
Ventriah for his said Costs and Charges the
Sum of One hundred and forty four Pagodas &c
and twenty four fanams which Damages Costs
and Charges amount to the Sum of Four &c
hundred and Nineteen Pagodas and thirty three
fanams to be Levied of the Goods and Chattels &c
which were of the said Rawmadasoo Rawmanan
ay deceased at the time of his Death in the hands
of the said Rawmadasoo Seetarmah and Rawmadasoo
Seetarawmiah

Judgment Signed for the Plaintiff the 5th. day of December 1811. Said Ag.t Settl.t

Sectaramiah to be administered if they have so much in their hands to be administered and if they have not so much in their hands to be administered then to be levied of the proper Goods and Chattels of the said Raumadasoo Sectamah and Raumadasoo Sectaramiah and the said Raumadasoo Sectamah and Rauma= =dasoo Sectaramiah in Mercy &c

Mercy

And Thereupon the said Moodda= =pappoo Venkiah by his 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 Raumadasoo Raumanujy at the time of his death in the hands of the said Raumadasoo Sutamah Widow and Raumadasoo Sutaramiah being the personal Representatives and Successors to the Estate of the

said Raumadasoo Raumanujy deceased to be administered within the Jurisdiction of the Supreme Court by Seizure and if it be Necessary by sale thereof the sum of Four hundred and Nineteen Pagodas and Thirty Three fanams which the said Mooddopappoo Venkiah Recovered against the said Raumadasoo Seetamah and Raumadasoo Seetaramiah 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 Raumadasoo Raumanujy in his life time to the said Mooddopappoo Venkiah as for his Costs and Charges by him about his Suit in that behalf expended, if the said Raumadasoo Seetamah and Raumadasoo Seetaramiah have or either of them hath 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 forty four Pagodas and twenty four fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the proper Goods of the said Raumadasoo Seetamah and Raumadasoo Seetaramiah and it is granted unto him.

Writ of Fi Fa issued against the Deceased's Property 5th Dec. 1812

Returnable here on the 6th day of January Next.—

Pleas before the Stonble Sir Thomas Andrew Strange, Knight Chief Justice, The Stonble Sir Francis Maenaghten Knight and The Stonble Sir John Stanley 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 Eleven.-

Madras to wit. John Doe on the demise of Canacavally Ammall the Widow and personal Representative of Veerasawmy Pramiah deceased puts in his place John Carruthers his Attorney against Vencataragavah Chariar in a Plea of Trespass and Ejectment.-

Madras to wit The said Vencataragavah Chariar puts in his place Fownes Disney at the suit of the said John Doe in the Plea aforesaid.-

Madras to wit Be it remembered that in the Vacation after the Fourth Term 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 then there his certain Plaint against the said Vencataragavah Chariar 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

Amended Plaint in Ejectment filed 8th March 1811.

Madras (to Wit) - John Doe by John Carruthers his Attorney complains of Vencataragavah Charrier who is an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court For that one Comaravally Ammall on the first day of August in the Year of Christ One thousand eight hundred and five had demised granted and to farm let out to the said John Ten Acres of Arable Land Ten Acres of Pasture Land Ten Acres of waste Land Ten Acres of Garden Ground and ten Acres of other Land with the Appurtenances situate and being in Poodoopaukam within the limits fixed for the Jurisdiction of this Honble Court to have and to hold the same to the said John and his Assigns from the said first day of August 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 entered into the said premises with the appurtenances and became and was possessed for the said term so to him thereof granted And the said John being so thereof possessed the said Vencataragavah Charrier afterwards to wit on the Second day of August in the Year aforesaid with

Fourth Term 1811 -

with force and Arms &c. entered into the premises aforesaid with the appurtenances in which the said John had & so interested in manner and for the term aforesaid which is not yet expired and ejected the said John from his said Farm and other wrongs to the said John then and there did against the Peace of our Lord the King and to the damage of the said John of one thousand Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the Second Term of this Year one thousand eight hundred and Eleven in the said Supreme Court of Judicature at Madras, within which Term the said Venkatanarayah Chetty had leave to imparlance imparl to the said Plaint and then to answer the same came as well the said John Doe by his said Attorney as the said Venkatanarayah Chetty by his said Attorney, and the said Venkatanarayah Chetty Defends the wrong and injury when &c and says that he is not guilty of the trespass and Ejectment above laid to his Charge in manner and form as the said John Doe hath above thereof complained against him And of this he puts himself upon the Court &c.

Plea filed 26th March 1811.

And afterwards that is to say in the Second Term one thousand eight hundred and eleven came the parties aforesaid by their Attornies aforesaid and thereupon the said John Doe as to the Plea of the said Venkatanarayah Chetty by him above pleaded and whereof he hath put himself upon the Court doth the like -

Replication filed 30th March 1811 and issue joined.

Plaintiff Non=

Afterwards for the trial of the Issue &c

aforesaid joined between the parties a day was given to them respectively by the Court at which day being the twenty third day of September in this same Fourth Term come the parties aforesaid by their respective &c attorneys. — And the Justices of this Court having heard examined and considered the Allegations of the said parties and the Depositions of the Witnesses &c adduced by them respectively were about to pronounce their Judgment 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 Venkata Yagavah Charrier. — It is therefore &c 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 Venkata Yagavah Charrier go thereof without day. And it is further Considered that the said Venkata Yagavah Charrier do recover against the said John Doe the Sum of two hundred and ninety Seven Pagodas and nineteen 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 Venkata Yagavah Charrier and with his assent, and that the said Venkata Yagavah Charrier have execution thereof &c. —

Judgment signed for the Defendant the 30th day of December 1811. Shaw Dy Rothe

No 64

412 Fourth Term 1811

Pleas before the Stonble Sir Thomas Andrew Strange, Knight Chief Justice The Stonble Sir Francis Macnaghten Knight, and the Stonble 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 Eleven.—

Fort St. George
Madras ss } Sadyammall puts in her place Townes Disney her Attorney against Maureapen and Moothian in a Plea of Trover.—

Fort St. George
Madras ss } The said Maureapen and Moothian put in their place William Light their Attorney at the suit of the said Sadyammall 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 Sadyammall by Townes Disney her Attorney and brought into the said Court then there her certain Plaint against the said Maureapen and Moothian 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 1811

Plaint in Power Filed 16th. September 1808.—

Fort Saint George Madras to Sadyammall of Madras Inhabitant by Townes Disney her Attorney complains of Mauneapen and Mootian being respectively hindoo Inhabitants of Madras and as such Subject to the Jurisdiction of this Honble Court For that whereas the said Sadyammall heretofore to wit on the First day of September in the year One thousand Eight hundred and Eight at Madras aforesaid was lawfully possessed as of her own property of the Goods and Chattels following to wit Five Sabypilly, Five Manekauvalyels, Five Candasarams, Five Kyauttoo pavalums, Five Coockuttoomonys, Five Attykys, Five Ornaments for the Head, Five Ornaments for the Neck, Five Ornaments for the Hand, Five Ornaments for the feet, Ten Ear rings, Fifty Ounces of Gold, Fifty ounces of Silver of Great Value to wit of the Value of Three hundred Star pagodas of lawful Money of Madras aforesaids. And also of a certain Choultry Certificate in the Name of Nineapah Moodelliar deceased of a House situated at Pedda Naicks pettah in Lunkur Caupier Street, and also of the sum of Two thousand five hundred and forty two star pagodas and which said Several Jewells, Choultry Certificate and Monies respectively were then and there of a large Value to wit of the Value in the whole of Three thousand Three Hundred

and Seventy two Star pagodas and being so
possessed thereof the said Sabyammall afterwards
to wit on the day and year aforesaid
at Madras aforesaid casually lost the said
Jewells Choultry Certificate and Monies
out of her Custody and possession which
said Jewells Choultry Certificate and Monies
being so lost afterwards to wit on the day
and year aforesaid at Madras aforesaid
came to the hands and possession of the
said Maureapen and Moottian By finding
yet the said Maureapen and Moottian well
knowing the said Jewells Choultry Certificate
and Monies to be the property of the said
Sabyammall and of right to belong and
appertain to her but contriving and fraudulently
intending craftily and subtilely to deceive and
defraud the said Sabyammall in this behalf
hath not (although often requested) delivered the
said Jewells Choultry Certificate and Monies
or any part thereof to the said Sabyammall but
hath hitherto wolly refused so to do, and on the contrary
afterwards to wit on the same day and year aforesaid
at Madras aforesaid converted and disposed of the same
to their own use to the Damage of the said Sabyammall
of Six thousand Star pagodas and therefore she brings
her Suit and so forth. —

And afterwards that is to say on the

Twenty

Fourth Term. 1811

Twenty Eighth day of December in the Vacation after the Fourth Term in the year One thousand Eight hundred and Nine until which day the said Maureapen and Moottian had leave to impark to the said Plaint and then to Answer the same Came as well the said Sadyammall by her said Attorney as the said Maureapen and Moottian by their Attorney and the said Maureapen and Moottian defends the wrong and injury when &c. and Say that they are not Guilty of the premises above laid to their Charge in manner and form as the said Sadyammall hath above thereof complained against them and of this they put themselves upon the Court &c.

imparlance

Plea filed 28th December 1809.

And the said Sadyammall doth the like.

Replication filed 13th February 1810 and Issue joined.

And afterwards in the Second Term in the year One thousand Eight hundred and Eleven that is to say on the Eighth day of April came as well the said Sadyammall as the said Maureappen and Moottian by their respective Attornies aforesaid to inform the Court of the premises. And the Justices of the said Court 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 Maureapoen and Moottian are guilty of the premises above laid to their Charge in manner and form as the said Sadyammall hath above thereof complained against them. And

Judgment for the Plaintiff on a Verdict in Trover.

They

they assess the damages of the said Sadyammall on occasion thereof over and above her Costs and Charges by her about her suit in this behalf expended to Three hundred pagodas and for those Costs — and Charges to One hundred and Eighty One pagodas and thirteen fanams. Therefore it is considered that the said Sadyammall do recover against the said Mauraappen and Moottian her said damages costs and Charges in form aforesaid assessed which said damages costs and Charges in the whole amount to Four — hundred and eighty One pagodas and thirteen fanams And the said Mauraappen and Moottian in Mercy &c. —

Judgment Signed for the Plaintiff the 31st. day of December 1811. — Shaw Dy Prothl

Mercy

And hereupon the said Sadyammall — by Downes Disney his Attorney prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras commanding him to take the Bodys of Mauraappen and Moottian to Satisfy the said Sadyammall of four hundred and Eighty One Pagodas and thirteen fanams which the said Sadyammall recovered against the said Mauraappen and Moottian for damages sustained — And it is granted unto him Returnable here on the day of next

Writ of Ca: ad Sa: issued

L 18

Seventh Term 1811

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice, The Honble Sir Francis Maenaghten 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 Eleven. —

Fort St. George } Thomas Parkison puts in his place William Light
Madras to wit } his Attorney against Seetarala Venkatasawmy Naick in a Plea of Trespass on the case. —

Fort St. George } The said Seetarala Venkatasawmy Naick puts
Madras to wit } in his place Townes Disney his Attorney at the Suit of the said Thomas Parkison in the Plea aforesaid. —

Fort St. George } Be it remembered that in the Vacation after the
Madras to wit } Fourth Term in the year One thousand Eight hundred and Eight before the Supreme Court of Judicature at Madras came Thomas Parkison by William Light his Attorney and brought into the said Court then there his certain Plaint against the said Seetarala Venkatasawmy Naick in a plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St. George

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Fourth Term 1811.

Plaint in Assumpsit filed 5th November 1808.—

Fort Saint George Madras to wit Thomas Parkison by William Light his Attorney Complaining of Seetarala Venkatasawmy Naick being 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 Seetarala Venkatasawmy Naick heretofore to wit on the Seventeenth day of October in the Year of our Lord One Thousand Eight Hundred and Eight at Madras aforesaid was indebted to the said Thomas Parkison in the Sum of Five hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Thomas Parkison before that time Paid laid out and Expended to and for the use of the said Seetarala Venkatasawmy Naick at his Special instance and request and being so indebted the the said Seetarala Venkatasawmy Naick in Consideration thereof afterwards to wit on the Same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully Promised the said Thomas Parkison to pay him the said last mentioned Sum of Money when he the said Seetarala Venkatasawmy Naick should be thereto afterwards requested And

Whereas the said Seetarala Venkatasawmy Naick

afterwards to wit on the same day and Year last afore-
said at Madras aforesaid was indebted to the said
Thomas Parkinson in other Five Hundred Star
Pagodas of like Current Money of Madras afore-
said for so much money by the said Thomas
Parkinson before that time lent and advanced to the
said Seetarala Venkatasawmy Naick at his special
instance and request and being so indebted to the
said Seetarala Venkatasawmy Naick 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 Thomas
Parkinson to Pay him the said last mentioned sum of Money
when he the said Seetarala Venkatasawmy Naick
should be thereto afterwards requested And the said
also the said Seetarala Venkatasawmy Naick afterwards
to wit on the same day and year last aforesaid at
Madras aforesaid was indebted to the said Thomas
Parkinson in other Five Hundred Star Pagodas of
like Current money of Madras aforesaid for so
much Money by the said Seetarala Venkatasawmy
Naick before that time had and received to and for the
use of the said Thomas Parkinson and being so
indebted

Fourth Term 1811.

indebted he the said Seeterala Vencatasawmy Naick in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid & undertook and then and there faithfully promised the said Thomas Parkinson to pay him the said last mentioned Sum of Money when he the said Seeterala Vencatasawmy Naick should be thereto afterwards requested And Whereas also the said Seeterala Vencatasawmy Naick afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Thomas Parkinson of and Concerning divers other Sums of Money then due and owing from the said Seeterala Vencatasawmy Naick to the said Thomas Parkinson and then being in arrear and ... Vencatasawmy Naick was there and there found to be in arrear and indebted to the said Thomas Parkinson in other Five Hundred Star Pagodas of like Current Money of Madras aforesaid and being so indebted he the said Seeterala Vencatasawmy Naick in Consideration thereof afterwards to wit on the same day and year last aforesaid

at

1811

Judgment Roll
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Section 19

at Madras aforesaid undertook and then and there faithfully promised the said Thomas Parkinson to Pay him the said last mentioned sum of Money when he the said Seetarala Venkatasawmy Naick should be thereto afterwards requested Yet the said Seetarala Venkatasawmy Naick 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 Thomas Parkinson hath not yet Paid the said the said several sums of Money aforesaid or any Part thereof to the said Thomas Parkinson Although often requested so to do but to pay the same or any part thereof he the said Seetarala Venkatasawmy Naick hath hitherto wholly refused and still doth refuse to the Damage of the said Thomas Parkinson of Five Hundred 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 Eleven, in the said Supreme Court of Judicature at Madras until which Term the said Seetarala Venkatasawmy Naick had leave to impare to the said Plaint and then to answer the same came as well the said Thomas Parkinson by his said Attorney as the said Seetarala Venkatasawmy Naick by his said Attorney and the said Seetarala Venkatasawmy Naick Defends the wrong and injury when &c And says that he did not undertake

imparlance

Plea filed 4th April 1811

Fourth Term 1811

undertake or promise in manner and form as the said Thomas Parkinson hath above thereof complained against him, And of this he puts himself upon &c the Court &c.

And the said Thomas &c doth the like. —

Issue joined

Plaintiff

Non suited

Afterwards for the trial of the issue aforesaid joined between the parties a day was given to them respectively by the Court at which day being the Eighth day of April in this same Second Term came the parties aforesaid by their respective Attornies: And the Justices of this Court having heard examined and considered the allegations of the said parties and the Depositions of Witnesses adduced by them respectively were about to pronounce their Judgement of and upon the premises whereupon the said Thomas Parkinson 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 Sectorala Venkatasawmy Naick Wherefore

Judgment of Non Suit signed for the Defendant the 10th day of January 1812

Shaw

Pro Ptff.

It is therefore considered and Adjudged that the said Thomas Parkinson take nothing by his said Plaint but that he and his Pledges to prosecute be in mercy &c And that the said Sectorala Venkatasawmy Naick go thereof without day — and it is further Considered that the said Sectorala Venkatasawmy Naick do recover against the said Thomas Parkinson the Sum of One hundred and twenty eight Pagodas and twelve 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 Sectorala Venkatasawmy

that the said Sheriff do cause Execution
Execution and execution thereof &c.

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Fourth Term 1811. —

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 Eleven —

Madras to wit } Sebastian Holford Greig puts in his place Townes Disney his Attorney against the United Company of Merchants of England trading to the East Indies in a Plea of Trespass on the case. —

Madras to wit } The said United Company put in their place Robert Orme their Attorney at the suit of the said Sebastian — Holford Greig in the Plea aforesaid. —

Madras to wit } Be it Remembered that in the Vacation after the First Term of the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras — came Sebastian Holford Greig by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against the said 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.

Madras

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Plaint in Assumpsit filed 26th February 1811

Madras to Wit Sebastian Holford Greig by Thomas Disney his Attorney complains of the United Company of Merchants of England trading to the East Indies being subject to the jurisdiction of this Worshipful Court of a plea of trespass on the case &c For that Whereas the said United Company to wit on the Sixteenth day of February in the Year of our Lord One thousand eight hundred and nine at Madras aforesaid were the Freighters of a certain Ship or Vessel called the Sir Stephen Lushington then riding at Anchor in the Roads of Madras and bound and about to sail from thence on a certain voyage to London and in consideration that the said Sebastian Holford at the special instance and request of the said United Company would then and there Ship in and on board of the said Ship or Vessel Seventy to Ninety Tons of a certain Wood called Red wood to be by them the said United Company carried and conveyed in and on board of the said Ship or Vessel from Madras aforesaid to the Port of London aforesaid for the freight or hire of Ten pound ster. to be therefore paid to the said United Company at London aforesaid they the said United Company undertook and then and there faithfully promised the said Sebastian Holford to carry and convey Seventy to Ninety Tons of the said Redwood in and on board of the said Ship or Vessel from Madras aforesaid to the Port of London aforesaid and the said Sebastian Holford in fact saith that altho the said United Company in part performance of their said promise and undertaking did carry and convey part to wit Thirty eight Tons of the said Redwood in and on board of the said Ship or

Vessel from Madras aforesaid to London aforesaid and
altho the said Sebastian Wolford was ready and willing
and offered to Ship the residue of the said Redwood to
to wit Thirty two to fifty two Tons thereof in and on board
of the said Ship or Vessel to wit at Madras aforesaid of
which the said United Company then and there had
notice. Yet the said United Company not further in
regarding their said promise and undertaking in
that behalf made as aforesaid have not carried or
conveyed the residue of the said Seventy to Ninety
Tons of Redwood or any part thereof from Madras aforesaid
to the Port of London aforesaid in and on board of the said
Ship or Vessel. or in or on board of any other Ship or
Vessel whatsoever altho often requested so to do but on the
contrary wholly neglected and refused to carry and
convey the same and thereon failed and made default
to wit at Madras aforesaid contrary to the form and effect of the said
promise and undertaking so made by the said
United Company as aforesaid By reason whereof the said
Sebastian Wolford hath lost and been deprived of great
gains profits and emoluments which would have arisen
and accrued to him from the Sale of the residue of the
said Redwood if the same had been carried and
conveyed to London aforesaid and which he the

said

said Sebastian Holford might and would have Sold and disposed of for a large Sum of Money to wit for the Sum of One hundred Pounds Sterling for each and every Ton thereof the same being the rate or price for which Redwood sold at London aforesaid at the time of the arrival of the said Ship or Vessel at the port of London aforesaid to wit at Madras aforesaid And Whereas also the said United Company afterwards to wit on the same day and year aforesaid at Madras aforesaid were lawfully possessed of a certain other Ship or Vessel called the Sir Stephen Lushington then riding at Anchor in the Roads of Madras and bound and about to Sail from thence on a certain Voyage to London and in consideration that the said Sebastian Holford at the Special instance and request of the said United Company by Thomas Coke George Westcott Mainge Dick Ernst William Fallofield and Charles Wynne Esquires their Agents in that behalf lawfully authorised would then and there Ship in and on board of the said last mentioned Ship or Vessel Seventy to Ninety Tons of a certain Wood called Redwood to be by them the said United Company carried and conveyed in and on board of the said last mentioned Ship or Vessel from Madras aforesaid to the Port of London aforesaid for the Freight or Sum of Ten Pounds per Ton to be therefore paid to the said United Company at London aforesaid

they the said United Company by the said Thomas Ashe,
George Westcott, Mungo Dick Ernst William &
Falkofield, and Charles Wynne their said Agents in
that behalf duly authorised undertook and then and
there faithfully promised the said Sebastian Holford
to carry and convey Seventy to Ninety Tons of the said
last mentioned Redwood in and on board of the
said last mentioned Ship or Vessel from
Madras aforesaid to the Port of London aforesaid and
the said Sebastian Holford in fact saith that altho
the said United Company by the said Thomas
Ashe George Westcott, Mungo Dick Ernst William
Falkofield and Charles Wynne their said Agents
in that behalf duly authorised in part performance of their
said last mentioned promise and undertaking did carry and
convey part to wit Thirty eight Tons of the said last
mentioned Redwood in and on board of the said last mentioned
Ship or Vessel from Madras aforesaid to London afore-
said and altho the said Sebastian Holford was ready
and willing and offered to Ship the residue of the said
last mentioned Redwood to wit to wit Thirty two to Fifty
two Tons thereof in and on board of the said last mentio-
ned Ship or Vessel to wit at Madras aforesaid of which
the said United Company by the said Thomas Ashe

George

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George Westcott Mungo Dick, Ernst William Fallofield
and Charles Wynox their said Agents in that behalf duly
authorised then and there had notice yet the said United
Company by the said Thomas Oakes, George Westcott &
Mungo Dick, Ernst William Fallofield, and Charles
Wynox their said agents in that behalf duly authorised
not further regarding their said last mentioned promise
and undertaking in that behalf made as aforesaid have not
carried or conveyed the residue of the said last mentioned
Seventy to Ninety Tons of Redwood or any part thereof from
Madras aforesaid to the Port of London aforesaid in and
on board of the said last mentioned Ship or Vessel or
in or on board of any other Ship or Vessel whatsoever
altho often requested so to do but on the contrary wholly neglected
and refused to carry and convey the same and therein
failed and made default to wit at Madras aforesaid &
contrary to the form and effect of the said last mentioned
promise and undertaking so made by the said United
Company by the said Thomas Oakes, George Westcott, &
Mungo Dick, Ernst William Fallofield, and Charles
Wynox their said agents in that behalf duly authorised &
as aforesaid By reason whereof the said Sebastian &
Holford hath lost and been deprived of other great gains
profits and emoluments which would have arisen and

said last mentioned Tedwood if the same had been ar-
ried and conveyed to London aforesaid and which he
the said Sebastian Holford might and would have sold
and disposed of for a large Sum of Money to wit for the
Sum of One hundred Pounds Sterling for each and every
Ton thereof the same being the rate or price for which
Tedwood sold at London aforesaid at the time of the arrival
arrival of the said last mentioned Ship or Vessel at the
Port of London aforesaid to wit at Madras aforesaid And
And Whereas also the said United Company after-
wards to wit on the Twenty eighth day of September
in the year aforesaid at Madras aforesaid were the
freighters of a certain other Ship or Vessel called the
General Stewart then riding at Anchor in the Roads of
Madras and bound and about to sail from thence on a
certain Voyage to London and in consideration that the said
Sebastian Holford at the Special instance and request of the
said United Company would then and there Ship in and
on board of the said last mentioned Ship or Vessel
Twenty tons Tons of Madder Galls to be by them the
said United Company carried and conveyed in and on
board of the said last mentioned Ship or Vessel from
Madras aforesaid to the Port of London aforesaid for
the freight or hire of fifteen pounds per Ton to be

therefore

therefore paid to the said United Company at London aforesaid they the said United Company undertook and then and there faithfully promised the said Sebastian Holford to carry and convey the said Twenty two Tons of Madder Galls in and on board of the said last mentioned Ship or Vessel from Madras aforesaid to the Port of London aforesaid Yet the said United Company not regarding their said last mentioned promise and undertaking in that behalf made as aforesaid have not carried or conveyed the said Twenty two Tons of Madder Galls or any part thereof from Madras aforesaid to the Port of London aforesaid in and on board of the said last mentioned Ship or Vessel or in or on board of any other Ship or Vessel whatsoever altho' often requested so to do but on the contrary wholly neglected and refused to carry and convey the same and therein failed and made default to visit at Madras aforesaid contrary to the form and effect of the said last mentioned promise and undertaking so made by the United Company as aforesaid By reason whereof the said Sebastian Holford hath lost and been deprived of their great gains profits and emoluments which would have arisen and accrued to him from the Sale of the said Madder Galls if the same had been carried and conveyed to London aforesaid and which he the

said Sebastian Holford might and would have sold and di-
sposed of for a large sum of money to wit for the sum
of One Hundred Pounds Sterling for each and every Ton
thereof the same being the rate or price for which the
Madder Galls sold at London aforesaid at the time of
the arrival of the said last mentioned Ship or Vessel
at the Port of London aforesaid to wit at Madras aforesaid
And Whereas also the said United Company
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid were lawfully possessed
of a certain other Ship or Vessel called the General
Stewart then riding at Anchor in the Roads of Madras
and bound and about to sail from thence on a certain
Voyage to London and in consideration that the said Sebastian
Holford at the special instance and request of the said
United Company by Thomas Oakes, George Westcott,
Mungo Dick, Ernst William Fullerfuel, and
Charles Wynch their Agents in that behalf lawfully
authorised would then and there ship in and
on board of the said last mentioned Ship or Vessel
Twenty two Tons of Madder Galls to be by them the
said United Company carried and conveyed in
and on board of the said last mentioned Ship
or Vessel from Madras aforesaid to the Port of
London

London aforesaid for the freight or hire of Ten Pounds per Ton to be therefore paid to the said United Company at London aforesaid they the said United Company by the said Thomas Oakes George Westcott Mungo Dick, Ernst William Falkofield, and Jn Charles Wynn their said Agents in that behalf duly authorised undertook and then and there faithfully & promised the said Sebastian Kolfrid to carry and convey Twenty two Tons of the said last mentioned Madder Galls in and on board of the said last mentioned Ship or Vessel from Madras aforesaid to the Port of London aforesaid Yet the said United Company by the said Thomas Oakes, George Westcott, Mungo Dick, Ernest William Falkofield, and Charles Wynn their said Agents in that behalf duly authorised not regarding their said last mentioned Promise and undertaking in that behalf made as aforesaid have not carried or conveyed the last mentioned Twenty two Tons of Madder Galls or any part thereof from Madras aforesaid to the Port of London aforesaid in and on board of the said last mentioned Ship or Vessel or in or on board of any other Ship or Vessel whatsoever, altho often requested so to do but on the contrary wholly neglected and refused to carry and convey the same and therein failed and made default to wit at Madras

aforesaid contrary to the form and effect of the said last
mentioned promise and undertaking so made by the said
United Company by the said Thomas Oakes George H.
Westcott, Mungo Dick, Ernst William Tallofield, and
Charles Wynne their said agents in that behalf duly &
authorised as aforesaid By reason whereof the said &
Sebastian Holford hath lost and been deprived of other &
great gains profits and emoluments which would have
arisen and accrued to him from the Sale of the said &
last mentioned madder Galls if the same had been carried and
conveyed to London aforesaid and which he the said &
Sebastian Holford might and would have sold and &
disposed of for a large Sum of money to wit for the &
Sum of One hundred Pounds sterling for each and every Ton
thereof the same &
being the rate or price for which madder Galls sold at &
London aforesaid at the time of the arrival of the said &
last mentioned Ship or Vessel at the Port of London &
aforesaid to wit at Madras aforesaid. And Whereas
also the said United Company afterwards to wit on the &
same day and Year last aforesaid at Madras aforesaid
were lawfully possessed of a certain other Ship or Vessel called
the General Stewart then riding at Anchor in the Roads of
Madras and bound and about to sail from thence on a
certain Voyage to London and in consideration that the

said

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said Sebastian Holford at the special instance and Request of the said United Company by John Gwathin their Agent in that behalf lawfully authorised would then and there Ship in and on board of the said last mentioned Ship or Vessel Seventy two Tons of Madder Galls to be by them the said United Company carried and conveyed in and on board of the said last mentioned Ship or Vessel from Madras aforesaid to the Port of London aforesaid for the freight or hire of Ten Pounds per Ton to be therefore paid to the said United Company at London aforesaid they the said United Company by the said John Gwathin their said Agent in that behalf duly authorised undertook and then and there faithfully promised the said Sebastian Holford to carry and convey Seventy two Tons of the said last mentioned Madder Galls in and on board of the said last mentioned Ship or Vessel from Madras aforesaid to the Port of London aforesaid in and on board of the said last mentioned Ship or Vessel for the said United Company by the said John Gwathin their said Agent in that behalf duly authorised not regarding their said last mentioned promise and undertaking in that behalf made as aforesaid have not carried or conveyed the last mentioned Seventy two Tons of Madder Galls or any part thereof from Madras aforesaid to the Port of London aforesaid in and on board of the said last mentioned Ship or Vessel or in or on board of any other

Ships or Vessel whatsoever altho often requested &c to do, but on the contrary wholly neglected and refused to convey and convey the same and therein failed and made default to wit at Madras aforesaid contrary to the form and effect of the said last mentioned promise and undertaking so made by the said united Company by the said John &c Heathen their said agent in that behalf duly authorised as aforesaid By reason whereof the said Sebastian Holford hath lost and been deprived of other great gains profits and emoluments which would have arisen and accrued to him from the sale of the said last mentioned madder Galls if the same had been carried and conveyed to London aforesaid and which he the said Sebastian Holford might and would have sold and disposed of for a large sum of money to wit for the sum of One Hundred Pounds Sterling for each and every Ton thereof the same being the rate or price for which madder Galls sold at London aforesaid at the time of the arrival of the said last mentioned Ship or Vessel at the Port of London aforesaid to wit at Madras aforesaid. To the damage of the said Sebastian Holford of Five thousand Pagodas and therefore he brings his suit &c.

And afterwards to wit on the fourth day of March in the Vacation after the first Term of the said Year

Fourth Term 1811.

year One thousand Eight hundred and Eleven in the said Supreme Court of Judicature at Madras until which day the said United Company had leave to imparl to the said Plaint and then to Answer the same cause as well the said Sebastian Holford Greig by his said Attorney as the said United Company by their said Attorney and the said United Company defend the wrong and injury when &c and say that they did not undertake and promise in manner and form as the said Sebastian Holford in the above thereof complained against them and of this they put themselves upon the Court. -

imparlance

Plea filed 4th March 1811.-

And the said Sebastian Holford doth the like. -

Issue joined.

And now in this Fourth Term that is to say on the Twenty fourth day of September in the Year One thousand eight hundred and eleven to which day was given as well to the said Sebastian Holford as to the said United Company to inform the Court of the premises &c. 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 as to the issue above joined between the parties say that the said United Company did undertake and promise in manner and form as the said Sebastian Holford hath in his said Plaint in that behalf therein

Judgment for the Plaintiff on a Verdict in Assumpsit

alleged — And they assess the damages of the said Sebastian Wolford on occasion of the premises besides his Costs and Charges by him about his Suit in this behalf expended to Two Thousand Eight hundred and Sixty two Pagodas four Fanams and thirty three Cash and for those Costs and Charges to Five Hundred and thirty Pagodas and thirteen Fanams —

Judgment Signed for the Plaintiff the 11th day of January 1812.
J Shaw
D Prothk

Therefore it is Considered by the said Court here that the said Sebastian Wolford do Recover against the said United Company the said sum of Two thousand Eight hundred and Sixty two Pagodas four Fanams and thirty three Cash for his damages aforesaid assessed and also the said sum of Five hundred and thirty Pagodas and thirteen Fanams for his Costs and Charges by him about his Suit in this behalf expended which said damages Costs and Charges in the whole Amount to Three thousand three hundred and Ninety two Pagodas Seventeen Fanams and three Cash And the said United Company in Mercy &c —

Mercy

Sectaramiah to be administered if they have so much in their hands to be administered and if they have not so much in their hands to be administered then to be levied of the proper Goods and Chattels of the said Raumadasoo Sectamah and Raumadasoo Sectaramiah and the said Raumadasoo Sectamah and Rauma= =dasoo Sectaramiah in Mercy &c

Mercy

And Thereupon the said Moodda= =pappoo Venkiah by his 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 Raumadasoo Raumanujy at the time of his death in the hands of the said Raumadasoo Sutamah Widow and Raumadasoo Sutaramiah being the personal Representatives and Successors to the Estate of the

said Raumadasoo Raumanujy deceased to be administered within the Jurisdiction of the Supreme Court by Seizure and if it be Necessary by sale thereof the sum of Four hundred and Nineteen Pagodas and Thirty Three fanams which the said Mooddopappoo Venkiah Recovered against the said Raumadasoo Seetamah and Raumadasoo Seetaramiah 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 Raumadasoo Raumanujy in his life time to the said Mooddopappoo Venkiah as for his Costs and Charges by him about his Suit in that behalf expended, if the said Raumadasoo Seetamah and Raumadasoo Seetaramiah have or either of them hath 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 forty four Pagodas and twenty four fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the proper Goods of the said Raumadasoo Seetamah and Raumadasoo Seetaramiah and it is granted unto him.

Writ of Fi Fa issued against the Deceased's Property 5th Dec. 1812

Returnable here on the 6th day of January Next.—

Pleas before the Stonble Sir Thomas Andrew Strange, Knight Chief Justice, The Stonble Sir Francis Maenaghten Knight and The Stonble Sir John Stanley 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 Eleven.-

Madras to wit. John Doe on the demise of Canacavally Ammall the Widow and personal Representative of Veerasawmy Pramiah deceased puts in his place John Saunthers his Attorney against Vencataragavah Chariar in a Plea of Trespass and Ejectment.-

Madras to wit The said Vencataragavah Chariar puts in his place Townes Disney at the suit of the said John Doe in the Plea aforesaid.-

Madras to wit Be it remembered that in the Vacation after the Fourth Term One thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came John Doe by John Saunthers his Attorney and brought into the said Court then there his certain Plaint against the said Vencataragavah Chariar 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

Amended Plaint in Ejectment filed 8th. March 1811.

Madras (to wit). John Doe by John Carruthers his Attorney complains of Vencataragavah Chairier who is an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court For that one Comaravally Ammall on the first day of August in the Year of Christ One thousand eight hundred and five had demised granted and to farm let out to the said John Ten Acres of Arable Land Ten Acres of Pasture Land Ten Acres of waste Land Ten Acres of Garden Ground and ten Acres of other Land with the Appurtenances situate and being in Poodoopaukam within the limits fixed for the Jurisdiction of this Hobble Court to have and to hold the same to the said John and his Assigns from the said first day of August 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 entered into the said premises with the appurtenances and became and was possessed for the said term so to him thereof granted And the said John being so thereof possessed the said Vencataragavah Chairier afterwards to wit on the Second day of August in the Year aforesaid with

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